City Council Regular Meeting

Dripping Springs City Hall

511 Mercer Street - Dripping Springs, Texas

Tuesday, July 07, 2026, at 6:00 PM

AGENDA

CALL TO ORDER & ROLL CALL

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

Staff, Consultants, & Appointed/Elected Officials
City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
Deputy City Administrator Shawn Cox
City Attorney Aniz Alani
City Secretary Diana Boone
IT Director Jason Weinstock
Planning Director Tory Carpenter
DSRP Ranch Hand Sheri Kapanka
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 July 2026 as "Parks and Recreation Month".** *Sponsor: Mayor Pro Tem Taline Manassian*

2. **Presentation and Approval of a Resolution of the City of Dripping Springs celebrating ten years of dedicated service by Sheri Kapanka for the City of Dripping Springs.**

BUDGET WORKSHOP

Presentation and discussion only. No action shall be taken.

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

CONSENT AGENDA

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

4. **Approval of the May 19, 2026 City Council regular meeting minutes.**

5. **Approval of the May 27, 2026 City Council Sign Ordinance Workshop Special meeting minutes.**

BUSINESS AGENDA

6. **Discussion and possible action regarding a Second Amendment to the Agreement Concerning Creation and Operation of Dripping Springs Municipal Utility District No. 1 between the City of Dripping Springs, and DSP, LLC (Village Grove), North DSP, LLC (Gateway Village), and Dripping Springs Municipal Utility District No. 1.** *Sponsor: Mayor Bill Foulds, Jr.*

7. **Discussion and possible action regarding a Wastewater Utility Service and Fee Agreement between the City of Dripping Springs and Tri Pointe Homes Texas, Inc. for wastewater service to approximately 14 acres of land within the Cypress Fork Ranch property, including allocation of 18 wastewater LUEs and temporary pump and haul service.** *Sponsor: Mayor Bill Foulds, Jr.*

8. **Discussion and possible action to approve and authorize the City Administrator to finalize and execute a contract related to the reconstruction of Old Fitzhugh Road between Mercer Street and RM 12, including asphalt pavement, drainage, waterline, pedestrian amenities, illumination, pavement marking, signing, hardscaping, and**

landscaping, between the City of Dripping Springs and Lone Star Sitework, LLC, in the amount of $5,028,674.00. *Sponsor: Mayor Pro Tem Taline Manassian*

9. **Discussion and possible action to approve an Agreement between the City of Dripping Springs and Ice Rink Events to provide the equipment, installation, and removal of a temporary, holiday season ice skating rink at Dripping Springs Ranch Park to operate from November 27, 2026 - January 5, 2027.** *Sponsor: Council Member Sherrie Parks*

10. **Discussion and possible action to award RFB #PARKS-2026-01 for the Dripping Springs Ranch Park Improvements to S&D Constructors, Inc. in the amount of $189,278.00, and authorize the City Administrator to finalize and execute the agreement with the selected bidder.** *Sponsor: Council Member Sherrie Parks*

11. **Public hearing, discussion, and possible action to approve an Ordinance amending Chapter 24, Article 24.02, Division 5, Section 24.02.262 of the Code of Ordinances of the City of Dripping Springs, relating to a local amendment to Section 1303 of the International Plumbing Code for standalone irrigation-only rainwater harvesting systems.** *Sponsor: Mayor Bill Foulds, Jr.*

12. **Public hearing, discussion, and possible action to approve an Ordinance amending Chapter 24, Article 24.02 of the Code of Ordinances of the City of Dripping Springs, relating to the 2026 National Electric Code.** *Sponsor: Mayor Bill Foulds, Jr.*

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

14. **Mayoral Appointment of Council Members to Council Areas of Oversight.**

    a. Parks
    b. Public Health and Safety
    c. Utilities
    d. Finance
    e. Transportation and Streets
    f. Community Events and Services
    g. Tourism

15. **Discussion and possible action regarding the appointment of Daniel Graf to the Transportation Committee for a two (2) year term ending June 30, 2028.**

16. **Discussion and possible action regarding the reappointment of Charles Busbey and the appointment of John McIntosh to the Board of Adjustment as Board Member Alternates for a term ending May 2028.**

CLOSED SESSION

The City Council has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel

Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), 551.0761 (Deliberation Regarding Critical Infrastructure Facility), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

17. **Consultation with City Attorney and possible action regarding legal issues related to municipal governance, conflicts of interest, disclosure obligations, recusal, and compliance with applicable state and local law** *(Consultation with Attorney, 551.071).*

18. **Consultation with City Attorney and possible action regarding legal requirements for approval of appraisal district property acquisition** *(Consultation with Attorney, 551.071).*

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings
July 14, 2026 (Special Meeting) at 5:30 p.m.
July 21, 2026 at 6:00 p.m.
August 4, 2026 at 6:00 p.m.
August 11, 2026 (Special Meeting) at 5:30 p.m.
August 18, 2026 at 6:00 p.m.
September 1, 2026 at 6:00 p.m.
September 15, 2026 at 6:00 p.m.

Board, Commission, & Committee Meetings
DSRP Board, July 8, 2026 at 11:00 a.m.
TIRZ No.1 & No.2 Board, July 13, 2026 at 4::00 p.m.
Founders Day Committee, July 13, 2026 at 6:30
Parks & Recreation Commission, July 15, 2026 at 6:00 a.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, www.cityofdrippingsprings.com, on July 1, 2026 at 3:00 p.m.

_____
Diana Boone, City Secretary

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

PROCLAMATION
OF THE CITY OF DRIPPING SPRINGS
PROCLAIMING JULY 2026, AS

"Parks and Recreation Month"

WHEREAS, parks and recreation programs are an integral part of the Dripping Springs Community; and

WHEREAS, our parks and recreation services are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, parks, natural open space, and natural recreation areas improve water quality by protecting groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, the Dripping Springs Community recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, BE IT PROCLAIMED BY THE CITY OF DRIPPING SPRINGS COUNCIL THAT:

1. July 2026 shall be proclaimed as "Parks & Recreation Month" in the City of Dripping Springs; and

2. The City Council invites the Dripping Springs Community to explore the City's community parks and parks programming.

_____

Bill Foulds, Jr., Mayor

DRIPPING SPRINGS
Texas

CITY OF DRIPPING SPRINGS
RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COUNCIL OF DRIPPING SPRINGS, TEXAS, CELEBRATING TEN YEARS OF DEDICATED SERVICE FOR THE CITY OF DRIPPING SPRINGS.

WHEREAS, each city should have personnel dedicated to the supporting its programs, budgets, and staff; and

WHEREAS, the City Council of the City of Dripping Springs ("City Council") finds it to be in the public interest, and necessary for the administration and management of the City of Dripping Springs to recognize its employees for dedicated years service; and

WHEREAS, Sheri Kapanka has provided dedicated service in the Parks and Community Services department to the City for ten years; and

WHEREAS, Sheri has steadfastly supported Parks and Community Services operations while serving residents and city staff with dedication; and

WHEREAS, Sheri has diligently maintained parks and recreation facilities, ensuring that City amenities remain safe, clean, and welcoming for residents and visitors; and

WHEREAS, Sheri has made a positive impact through her teamwork, community spirit, and commitment to the City of Dripping Springs; and

WHEREAS, the City Council finds that it is the best interest in its residents, businesses, and staff to recognize Sheri Kapanka for her years of devoted service.

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

1. The City Council hereby approves the resolution recognizing Sheri Kapanka for ten years of service.

2. The City Council congratulates Sheri Kapanka.

3. The City Council directs City Administration to recognize Sheri Kapanka for her committed years of service.

PASSED & APPROVED this, the _____ day of _____ 2026, by a vote of ___ (*ayes*) to ___ (*nays*) to ____ (*abstentions*) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

_____
Diana Boone , City Secretary

DRIPPING SPRINGS
Texas

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

From: Shawn Cox, Deputy City Administrator

Date: July 7, 2026

RE: May 2026 City Treasurer's Report

General Fund:

The General Fund received **$1,043,034.72** in revenues for April.

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

- 100-000-40001: Sales Tax Revenue – $452,159.08 was received in May, of which $344,423.82 is considered City Revenues and is not allocated to either the Utility Fund or through agreements. This is a 0.72% increase from May 2025 receivables.
- 100-200-43030: Subdivision Fees – The City collected $43,128.00 in subdivision fees, bringing the fiscal year total to $480,586.61, or $20,761.61 more than budgeted.
- 100-201-43031: Building Code Fees – The City collected $270,272.50 in Building Code Fees in May.
- 100-400-44001: Community Service Fees – IN May, the City collected $1,195.00 in Community Service Fees. This brings the total collected in FY 2026 to $2,775, or $1,000.00 more than budgeted.
- 100-402-44003: Aquatic Fees - $23,525.50 was collected in Aquatic Fees. This is 71.83% of the $32,750.00 to be collected this year.

General Fund expenditures are in line with the adopted/projected budget.

Utility Fund:

The Utility Fund received **$588,385.70** in revenues for May.

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

- 400-300-43018: Wastewater Service Fees – The Utility Fund collected $95,431.51 in Wastewater Service Fees in May.
- 400-301-43041: Water Usage – Through May, $654,318.15 has been collected in water usage fees.
- 400-320-41001: PEC Franchise Fee – Franchise fees collected total $181,486.09 though May. This is $41,486.09 (29.63%) more than budgeted.
- 400-320-41003: Cable Franchise Fee - $31,249.19 was received in May, bringing the total collected to $100,110.51 (77.01%).
- 400-320-41004: Gas Franchise Fee – In May, the City received $25,527.14 in Gas Franchise Fees.
- 400-320-47009: Sales Tax – $161,153.33 in Sales Tax proceeds were allocated to the Utility Department. This is for both April and May's allocations.

Utility Fund expenditures are in line with the adopted/projected budget.

DRIPPING SPRINGS
Texas

Dripping Springs Ranch Park (DSRP):

The Ranch Park received **$117,508.31** in May.

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

- 200-401-43010: Stall Rental Fees – Through May, $37,784.77 has been collected, which is $2,2284.77 (6.44%) more than budgeted.
- 200-401-43012: Facility Rental Fees – The $6,802.50 collected in May brings the total collection for FY 2026 to $96,354.24, or 73.83%.
- 200-401-43013: Equipment Rental Fees - $24,145.06 has been collected though May. This is $14,145.06 (141.45%) more than budgeted.
- 200-401-44005: Coyote Camp – May saw the deposit of $24,640.00 in this line item. Collections though May total $135,792.50 (96.99%).
- 200-401-44007: Miscellaneous Events – In May, $43,670.00 was collected. These revenues are related to the Eggstravaganza event. A portion will be paid back to the event organizer in accordance with the agreement.
- 200-401-46006: Merchandise Sales – To date, $25,097.11 has been collected, which is $2,598.11 (11.55%) more than budgeted.

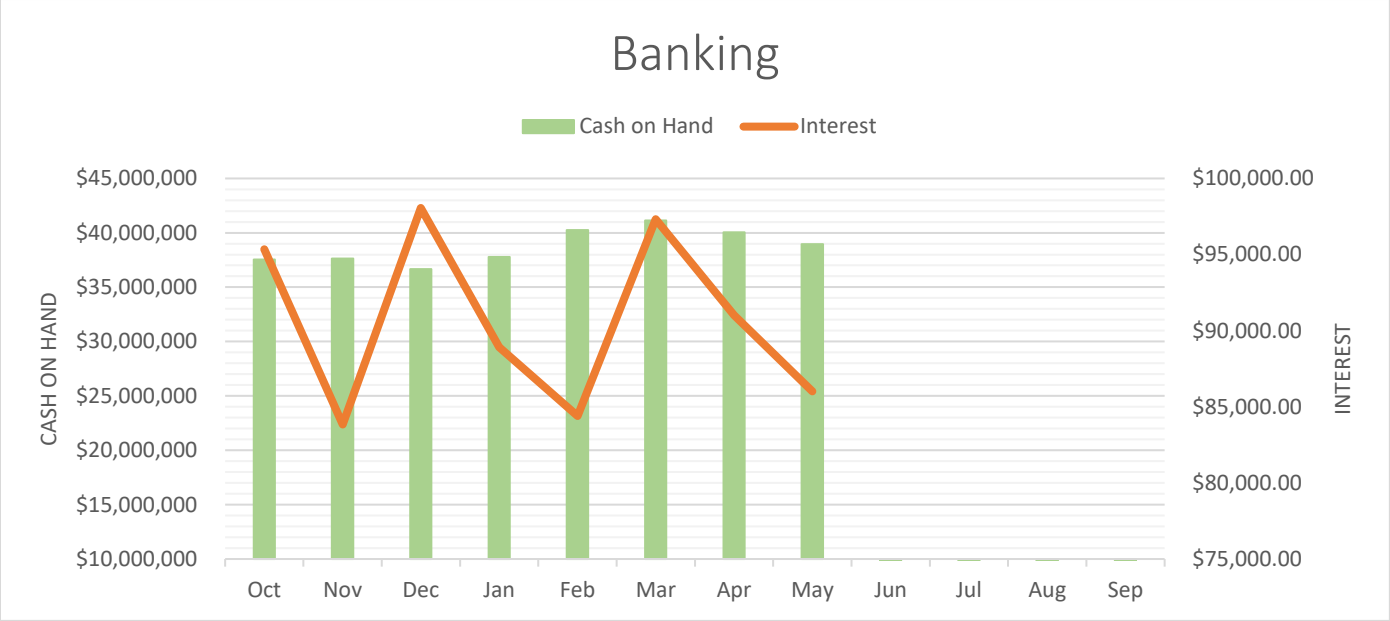
DSRP expenditures are in line with the adopted/projected budget. Line items of note include:

- 200-401-64029: Miscellaneous Events - $7,381.39 was paid back to the Eggstravaganza organizers from this line item. While currently over budget, these expenditures are offset by the revenues collected for the events. This will be updated in the FY 2026 projected year-end budget.

Banking:

On March 28th, the City's cash balance was **$38.95 Million**. This is a 2.7% decrease from the previous month's cash balances. A total of **$86,020.84** was collected in interest revenues in May.

DRIPPING SPRINGS
Texas



Journal Entries:

There were no Journal Entries for the month of May 2026.

City of Dripping Springs, TX

Budget Report
Account Summary

For Fiscal: FY 2025-2026 Period Ending: 05/31/2026

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund							
Revenue							
Department: 000 - Undesignated							
100-000-40000	Ad Valorem Tax	4,933,596.36	4,933,596.36	27,821.13	4,800,483.12	-133,113.24	2.70 %
100-000-40001	Sales Tax Revenue	4,600,000.00	4,600,000.00	452,159.08	3,320,449.79	-1,279,550.21	27.82 %
100-000-40006	Ad Valorem Tax Penalty/Interest	4,000.00	4,000.00	3,269.00	10,959.41	6,959.41	273.99 %
100-000-41000	Solid Waste Franchise Fee	60,000.00	60,000.00	0.00	37,524.97	-22,475.03	37.46 %
100-000-42000	Alcohol Permit Fees	5,000.00	5,000.00	0.00	2,942.50	-2,057.50	41.15 %
100-000-46000	FEMA	0.00	0.00	0.00	7,549.79	7,549.79	0.00 %
100-000-46001	Other Revenues	40,000.00	40,000.00	74,061.00	182,341.91	142,341.91	455.85 %
100-000-46002	Interest	175,000.00	175,000.00	13,945.65	113,411.75	-61,588.25	35.19 %
100-000-46013	Opioid Abatement	0.00	0.00	0.00	62.68	62.68	0.00 %
100-000-46014	Transportation Improvements Reim	1,850,000.00	1,850,000.00	0.00	190,623.58	-1,659,376.42	89.70 %
100-000-47005	Transfer from HOT Fund	3,496.00	3,496.00	0.00	0.00	-3,496.00	100.00 %
100-000-47010	Transfer from Wastewater Fund	281,199.17	281,199.17	0.00	0.00	-281,199.17	100.00 %
100-000-47019	Transfer from Series 2025	690,948.00	690,948.00	0.00	0.00	-690,948.00	100.00 %
	Department: 000 - Undesignated Total:	**12,643,239.53**	**12,643,239.53**	**571,255.86**	**8,666,349.50**	**-3,976,890.03**	**31.45%**
Department: 105 - Communications							
100-105-46006	Merchandise	0.00	0.00	0.00	2,463.86	2,463.86	0.00 %
	Department: 105 - Communications Total:	**0.00**	**0.00**	**0.00**	**2,463.86**	**2,463.86**	**0.00%**
Department: 200 - Planning & Development							
100-200-42001	Health Permits/Inspections	60,000.00	60,000.00	2,270.00	42,640.00	-17,360.00	28.93 %
100-200-43000	Site Development Fees	50,000.00	50,000.00	0.00	169,035.82	119,035.82	338.07 %
100-200-43002	Zoning Fees	65,000.00	65,000.00	0.00	0.00	-65,000.00	100.00 %
100-200-43030	Subdivision Fees	459,825.00	459,825.00	43,218.00	480,586.61	20,761.61	104.52 %
	Department: 200 - Planning & Development Total:	**634,825.00**	**634,825.00**	**45,488.00**	**692,262.43**	**57,437.43**	**9.05%**
Department: 201 - Building							
100-201-42001	Health Permit	0.00	0.00	0.00	-350.00	-350.00	0.00 %
100-201-42007	Sign Permits	0.00	0.00	1,295.60	50,246.98	50,246.98	0.00 %
100-201-43029	Fire Inspections	40,000.00	40,000.00	96,288.00	225,386.70	185,386.70	563.47 %
100-201-43031	Building Code Fees	1,500,000.00	1,500,000.00	270,272.50	1,451,946.63	-48,053.37	3.20 %
	Department: 201 - Building Total:	**1,540,000.00**	**1,540,000.00**	**367,856.10**	**1,727,230.31**	**187,230.31**	**12.16%**
Department: 304 - Maintenance							
100-304-43050	Street/ROW Fee	0.00	0.00	100.00	100.00	100.00	0.00 %
	Department: 304 - Maintenance Total:	**0.00**	**0.00**	**100.00**	**100.00**	**100.00**	**0.00%**
Department: 400 - Parks & Recreation							
100-400-44000	Sponsorships & Donations	6,000.00	6,000.00	0.00	1,250.00	-4,750.00	79.17 %
100-400-44001	Community Service Fees	1,375.00	1,375.00	1,195.00	2,775.00	1,400.00	201.82 %
100-400-44002	Program & Event Fees	8,800.00	8,800.00	1,200.00	5,250.00	-3,550.00	40.34 %
100-400-44004	Park Rental Income	19,000.00	19,000.00	360.00	13,742.00	-5,258.00	27.67 %
100-400-47002	Transfer from Parkland Dedication	116,610.00	116,610.00	0.00	0.00	-116,610.00	100.00 %
100-400-47003	Transfer from Landscaping Fund	60,000.00	60,000.00	0.00	0.00	-60,000.00	100.00 %
100-400-47005	Transfer from HOT Fund	16,500.00	16,500.00	0.00	0.00	-16,500.00	100.00 %
100-400-47014	Transfer from Parkland Developme	392,690.61	392,690.61	0.00	0.00	-392,690.61	100.00 %
	Department: 400 - Parks & Recreation Total:	**620,975.61**	**620,975.61**	**2,755.00**	**23,017.00**	**-597,958.61**	**96.29%**
Department: 402 - Aquatics							
100-402-44003	Aquatic Fees	32,750.00	32,750.00	23,525.50	23,525.50	-9,224.50	28.17 %
100-402-44004	Park Rental Income	22,238.75	22,238.75	1,940.00	2,210.00	-20,028.75	90.06 %
100-402-46006	Merchandise Sales	0.00	0.00	0.00	341.46	341.46	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-402-46012	Reimbursement of Utility Costs	0.00	0.00	0.00	2,170.00	2,170.00	0.00 %
	Department: 402 - Aquatics Total:	**54,988.75**	**54,988.75**	**25,465.50**	**28,246.96**	**-26,741.79**	**48.63%**
Department: 404 - Founders Day							
100-404-43012	FD Facility Rental	10,000.00	10,000.00	-6,511.32	8,488.68	-1,511.32	15.11 %
100-404-45000	FD Craft/Business Booths	12,150.00	12,150.00	-1,750.00	61,013.00	48,863.00	502.16 %
100-404-45001	FD Food Booths	1,612.50	1,612.50	1,612.50	1,612.50	0.00	0.00 %
100-404-45002	FD BBQ Cooker Registration Fees	6,650.00	6,650.00	6,700.00	6,700.00	50.00	100.75 %
100-404-45003	FD Carnival	20,000.00	20,000.00	20,796.43	20,796.43	796.43	103.98 %
100-404-45004	FD Parade Registration Fees	0.00	0.00	0.00	1,960.00	1,960.00	0.00 %
100-404-45005	FD Sponsorships	120,000.00	120,000.00	5,650.00	113,139.00	-6,861.00	5.72 %
100-404-45006	FD Parking Fees	0.00	0.00	1,446.65	1,446.65	1,446.65	0.00 %
100-404-45007	FD Electric Fees	3,300.00	3,300.00	2,170.00	3,210.00	-90.00	2.73 %
	Department: 404 - Founders Day Total:	**173,712.50**	**173,712.50**	**30,114.26**	**218,366.26**	**44,653.76**	**25.71%**
	Revenue Total:	**15,667,741.39**	**15,667,741.39**	**1,043,034.72**	**11,358,036.32**	**-4,309,705.07**	**27.51%**
Expense							
Department: 000 - Undesignated							
100-000-60000	Salaries	4,248,369.20	4,248,369.20	-151,835.18	0.00	4,248,369.20	100.00 %
100-000-61000	Health Insurance	394,103.32	394,103.32	0.00	50,833.43	343,269.89	87.10 %
100-000-61001	Dental Insurance	0.00	0.00	0.00	1.52	-1.52	0.00 %
100-000-61002	Medicare	0.00	0.00	0.00	4.18	-4.18	0.00 %
100-000-61003	Social Security	0.00	0.00	0.00	17.88	-17.88	0.00 %
100-000-61005	Federal Withholding	333,759.29	333,759.29	0.00	0.00	333,759.29	100.00 %
100-000-61006	TMRS	239,938.88	239,938.88	0.00	17.56	239,921.32	99.99 %
100-000-62009	Human Resources Consultant	32,000.00	32,000.00	2,047.20	28,336.05	3,663.95	11.45 %
100-000-62015	Law Enforcement	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
100-000-63004	Dues, Fees & Subscriptions	104,047.85	104,047.85	15,086.06	69,496.15	34,551.70	33.21 %
100-000-63005	Training/Continuing Education	100,000.00	100,000.00	6,431.04	36,271.21	63,728.79	63.73 %
100-000-64000	Office Supplies	30,000.00	30,000.00	670.94	23,897.69	6,102.31	20.34 %
100-000-64004	Office Furniture and Equipment	10,016.00	10,016.00	0.00	0.00	10,016.00	100.00 %
100-000-66002	Postage & Shipping	4,500.00	4,500.00	89.60	2,461.11	2,038.89	45.31 %
100-000-68004	Animal Control	3,400.00	3,400.00	0.00	6,800.00	-3,400.00	-100.00 %
100-000-69002	Economic Development	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-000-70001	Mileage	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-000-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	1,995.05	48,004.95	96.01 %
100-000-70003	Other Expenses	10,000.00	10,000.00	0.00	216.25	9,783.75	97.84 %
100-000-90000	Transfer to Reserve Fund	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00 %
100-000-90002	Transfer to TIRZ	705,585.10	705,585.10	0.00	0.00	705,585.10	100.00 %
100-000-90011	Transfer to Capital Improvements	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00 %
100-000-90013	Transfer to Vehicle Replacement Fu	162,679.00	162,679.00	0.00	0.00	162,679.00	100.00 %
100-000-90015	Transfer to Farmers Marke	17,765.75	17,765.75	0.00	0.00	17,765.75	100.00 %
	Department: 000 - Undesignated Total:	**7,063,164.39**	**7,063,164.39**	**-127,510.34**	**220,348.08**	**6,842,816.31**	**96.88%**
Department: 100 - City Council/Boards & Commissions							
100-100-63004	Dues, Fees & Subscriptions	0.00	0.00	0.00	7,450.00	-7,450.00	0.00 %
100-100-64004	Office Furniture and Equipment	0.00	0.00	0.00	1,160.50	-1,160.50	0.00 %
100-100-69000	Family Violence Center	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
100-100-69008	Land Acquisition	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
	Department: 100 - City Council/Boards & Commissions Total:	**17,000.00**	**17,000.00**	**0.00**	**8,610.50**	**8,389.50**	**49.35%**
Department: 101 - City Administrators Office							
100-101-60000	Regular Employees	0.00	0.00	92,316.15	541,800.52	-541,800.52	0.00 %
100-101-60002	Overtime	0.00	0.00	531.15	1,432.75	-1,432.75	0.00 %
100-101-60003	On Call Pay	0.00	0.00	0.00	200.00	-200.00	0.00 %
100-101-61000	Health Insurance	0.00	0.00	3,982.75	22,755.07	-22,755.07	0.00 %
100-101-61001	Dental Insurance	0.00	0.00	242.73	1,468.48	-1,468.48	0.00 %
100-101-61002	Medicare	0.00	0.00	1,262.33	7,391.18	-7,391.18	0.00 %
100-101-61003	Social Security	0.00	0.00	5,397.47	27,798.87	-27,798.87	0.00 %
100-101-61004	Unemployment	0.00	0.00	55.19	924.33	-924.33	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-101-61006	TMRS	0.00	0.00	5,431.55	30,862.40	-30,862.40	0.00 %
	Department: 101 - City Administrators Office Total:	**0.00**	**0.00**	**109,219.32**	**634,633.60**	**-634,633.60**	**0.00%**
Department: 102 - City Secretary							
100-102-60000	Regular Employees	0.00	0.00	16,569.71	92,046.56	-92,046.56	0.00 %
100-102-60001	Part-time Employees	0.00	0.00	2,388.75	14,789.15	-14,789.15	0.00 %
100-102-60002	Overtime	0.00	0.00	3.72	69.31	-69.31	0.00 %
100-102-61000	Health Insurance	0.00	0.00	1,564.26	8,606.79	-8,606.79	0.00 %
100-102-61001	Dental Insurance	0.00	0.00	120.30	661.65	-661.65	0.00 %
100-102-61002	Medicare	0.00	0.00	263.82	1,509.68	-1,509.68	0.00 %
100-102-61003	Social Security	0.00	0.00	1,128.09	6,455.46	-6,455.46	0.00 %
100-102-61004	Unemployment	0.00	0.00	45.38	569.20	-569.20	0.00 %
100-102-61006	TMRS	0.00	0.00	969.56	5,363.84	-5,363.84	0.00 %
100-102-62000	Municipal Election	8,000.00	8,000.00	0.00	3.99	7,996.01	99.95 %
100-102-62018	Code Publication	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00 %
100-102-64032	Meeting Supplies	9,360.00	9,360.00	284.34	6,139.79	3,220.21	34.40 %
100-102-66003	Public Notices	4,200.00	4,200.00	0.00	1,485.95	2,714.05	64.62 %
100-102-69003	Records Management	2,500.00	2,500.00	652.00	2,112.51	387.49	15.50 %
	Department: 102 - City Secretary Total:	**30,560.00**	**30,560.00**	**23,989.93**	**139,813.88**	**-109,253.88**	**-357.51%**
Department: 103 - Courts							
100-103-62003	Muni Court Attorney/ Judge	15,500.00	15,500.00	0.00	3,500.00	12,000.00	77.42 %
	Department: 103 - Courts Total:	**15,500.00**	**15,500.00**	**0.00**	**3,500.00**	**12,000.00**	**77.42%**
Department: 104 - City Attorney							
100-104-60000	Regular Employees	0.00	0.00	19,684.41	143,711.51	-143,711.51	0.00 %
100-104-61000	Health Insurance	0.00	0.00	849.96	6,323.76	-6,323.76	0.00 %
100-104-61001	Dental Insurance	0.00	0.00	60.15	461.15	-461.15	0.00 %
100-104-61002	Medicare	0.00	0.00	231.54	1,804.11	-1,804.11	0.00 %
100-104-61003	Social Security	0.00	0.00	990.06	7,714.16	-7,714.16	0.00 %
100-104-61004	Unemployment	0.00	0.00	0.00	144.00	-144.00	0.00 %
100-104-61006	TMRS	0.00	0.00	1,151.55	8,349.92	-8,349.92	0.00 %
100-104-62003	Special Counsel and Consultants	12,000.00	12,000.00	1,580.00	4,881.76	7,118.24	59.32 %
	Department: 104 - City Attorney Total:	**12,000.00**	**12,000.00**	**24,547.67**	**173,390.37**	**-161,390.37**	**-1,344.92%**
Department: 105 - Communications							
100-105-60000	Regular Employees	0.00	0.00	28,947.27	174,301.74	-174,301.74	0.00 %
100-105-60002	Overtime	0.00	0.00	213.40	1,497.95	-1,497.95	0.00 %
100-105-61000	Health Insurance	0.00	0.00	2,381.58	14,280.32	-14,280.32	0.00 %
100-105-61001	Dental Insurance	0.00	0.00	180.45	1,082.70	-1,082.70	0.00 %
100-105-61002	Medicare	0.00	0.00	417.37	2,516.32	-2,516.32	0.00 %
100-105-61003	Social Security	0.00	0.00	1,784.60	10,759.40	-10,759.40	0.00 %
100-105-61004	Unemployment	0.00	0.00	0.00	431.98	-431.98	0.00 %
100-105-61006	TMRS	0.00	0.00	1,705.90	10,229.35	-10,229.35	0.00 %
100-105-63039	Employee Engagement	5,000.00	5,000.00	0.00	5,086.10	-86.10	-1.72 %
100-105-66000	Website	11,930.00	11,930.00	9,913.00	10,363.00	1,567.00	13.13 %
100-105-66005	Public Relations	15,000.00	15,000.00	2,155.25	11,074.12	3,925.88	26.17 %
	Department: 105 - Communications Total:	**31,930.00**	**31,930.00**	**47,698.82**	**241,622.98**	**-209,692.98**	**-656.73%**
Department: 106 - IT							
100-106-60000	Regular Employees	0.00	0.00	10,676.69	64,266.62	-64,266.62	0.00 %
100-106-61000	Health Insurance	0.00	0.00	810.36	4,859.86	-4,859.86	0.00 %
100-106-61001	Dental Insurance	0.00	0.00	60.15	360.90	-360.90	0.00 %
100-106-61002	Medicare	0.00	0.00	154.53	930.18	-930.18	0.00 %
100-106-61003	Social Security	0.00	0.00	660.78	3,977.48	-3,977.48	0.00 %
100-106-61004	Unemployment	0.00	0.00	0.00	144.00	-144.00	0.00 %
100-106-61006	TMRS	0.00	0.00	624.60	3,739.56	-3,739.56	0.00 %
100-106-64001	Office IT Equipment & Support	154,150.00	216,490.48	4,543.32	53,341.06	163,149.42	75.36 %
100-106-64002	Software	315,899.93	315,899.93	12,841.42	194,656.64	121,243.29	38.38 %
100-106-65000	Network/Phone	97,000.00	97,000.00	3,239.28	58,041.88	38,958.12	40.16 %
	Department: 106 - IT Total:	**567,049.93**	**629,390.41**	**33,611.13**	**384,318.18**	**245,072.23**	**38.94%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 107 - Finance							
100-107-60000	Regular Employees	0.00	0.00	39,825.82	235,729.10	-235,729.10	0.00 %
100-107-60002	Overtime	0.00	0.00	240.03	376.93	-376.93	0.00 %
100-107-61000	Health Insurance	0.00	0.00	3,134.97	18,784.31	-18,784.31	0.00 %
100-107-61001	Dental Insurance	0.00	0.00	238.47	1,430.79	-1,430.79	0.00 %
100-107-61002	Medicare	0.00	0.00	543.80	3,228.68	-3,228.68	0.00 %
100-107-61003	Social Security	0.00	0.00	2,325.25	13,805.26	-13,805.26	0.00 %
100-107-61004	Unemployment	0.00	0.00	0.00	570.93	-570.93	0.00 %
100-107-61006	TMRS	0.00	0.00	2,343.84	13,738.47	-13,738.47	0.00 %
100-107-62001	Financial Services	55,000.00	55,000.00	0.00	56,760.00	-1,760.00	-3.20 %
100-107-64003	Uniforms	0.00	0.00	0.00	327.00	-327.00	0.00 %
100-107-67000	TML Liability Insurance	30,000.00	30,000.00	0.00	16,301.00	13,699.00	45.66 %
100-107-67001	TML Property Insurance	95,988.75	95,988.75	0.00	49,220.00	46,768.75	48.72 %
100-107-67002	TML Workmen's Comp Insurance	68,004.20	68,004.20	0.00	48,623.50	19,380.70	28.50 %
100-107-70001	Mileage	0.00	0.00	0.00	397.45	-397.45	0.00 %
100-107-80004	Series 2024	485,238.00	485,238.00	437,619.00	437,619.00	47,619.00	9.81 %
100-107-80005	Series 2025	424,392.65	424,392.65	0.00	367,419.00	56,973.65	13.42 %
100-107-90003	Transfer to Wastewater Utility Fund	920,000.00	920,000.00	161,153.33	664,090.96	255,909.04	27.82 %
100-107-90004	SPA & ECO D Transfers	225,000.00	225,000.00	33,540.71	198,286.64	26,713.36	11.87 %
	Department: 107 - Finance Total:	**2,303,623.60**	**2,303,623.60**	**680,965.22**	**2,126,709.02**	**176,914.58**	**7.68%**
Department: 200 - Planning & Development							
100-200-60000	Regular Employees	0.00	0.00	30,278.40	182,118.47	-182,118.47	0.00 %
100-200-60002	Overtime	0.00	0.00	0.00	151.63	-151.63	0.00 %
100-200-61000	Health Insurance	0.00	0.00	2,389.14	14,322.33	-14,322.33	0.00 %
100-200-61001	Dental Insurance	0.00	0.00	180.45	1,082.70	-1,082.70	0.00 %
100-200-61002	Medicare	0.00	0.00	398.97	2,403.22	-2,403.22	0.00 %
100-200-61003	Social Security	0.00	0.00	1,705.98	10,275.87	-10,275.87	0.00 %
100-200-61004	Unemployment	0.00	0.00	0.00	432.00	-432.00	0.00 %
100-200-61006	TMRS	0.00	0.00	1,771.29	10,605.83	-10,605.83	0.00 %
100-200-62002	Engineering & Surveying	70,000.00	70,000.00	0.00	54,987.35	15,012.65	21.45 %
100-200-62005	Health Inspector	15,000.00	15,000.00	0.00	3,450.00	11,550.00	77.00 %
100-200-62006	Architectural & Landscape Consulta	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-200-62007	Historic District Consultant	0.00	0.00	0.00	75.00	-75.00	0.00 %
	Department: 200 - Planning & Development Total:	**90,000.00**	**90,000.00**	**36,724.23**	**279,904.40**	**-189,904.40**	**-211.00%**
Department: 201 - Building							
100-201-60000	Regular Employees	0.00	0.00	60,436.15	356,901.44	-356,901.44	0.00 %
100-201-60002	Overtime	0.00	0.00	180.72	1,602.88	-1,602.88	0.00 %
100-201-61000	Health Insurance	0.00	0.00	6,269.48	37,537.55	-37,537.55	0.00 %
100-201-61001	Dental Insurance	0.00	0.00	481.20	2,885.68	-2,885.68	0.00 %
100-201-61002	Medicare	0.00	0.00	834.55	4,932.17	-4,932.17	0.00 %
100-201-61003	Social Security	0.00	0.00	3,568.47	21,089.34	-21,089.34	0.00 %
100-201-61004	Unemployment	0.00	0.00	0.00	1,152.02	-1,152.02	0.00 %
100-201-61006	TMRS	0.00	0.00	3,546.06	20,861.18	-20,861.18	0.00 %
100-201-62004	Bldg. Inspector	750,000.00	750,000.00	53,495.00	371,810.00	378,190.00	50.43 %
100-201-62008	Lighting Consultant	2,000.00	2,000.00	0.00	4,801.50	-2,801.50	-140.08 %
100-201-62014	FireInspector	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
100-201-64003	Uniforms	0.00	0.00	56.00	1,526.57	-1,526.57	0.00 %
	Department: 201 - Building Total:	**792,000.00**	**792,000.00**	**128,867.63**	**825,100.33**	**-33,100.33**	**-4.18%**
Department: 300 - Wastewater							
100-300-71001	Transportation Improvement Proje	2,655,000.00	2,655,000.00	0.00	109,620.10	2,545,379.90	95.87 %
	Department: 300 - Wastewater Total:	**2,655,000.00**	**2,655,000.00**	**0.00**	**109,620.10**	**2,545,379.90**	**95.87%**
Department: 304 - Maintenance							
100-304-60000	Regular Employees	0.00	0.00	60,593.18	363,362.52	-363,362.52	0.00 %
100-304-60002	Overtime	0.00	0.00	5,378.13	13,492.76	-13,492.76	0.00 %
100-304-60003	On Call Pay	0.00	0.00	1,200.00	7,200.00	-7,200.00	0.00 %
100-304-61000	Health Insurance	0.00	0.00	6,984.48	41,261.29	-41,261.29	0.00 %
100-304-61001	Dental Insurance	0.00	0.00	481.20	3,058.70	-3,058.70	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-304-61002	Medicare	0.00	0.00	967.38	5,514.63	-5,514.63	0.00 %
100-304-61003	Social Security	0.00	0.00	4,136.39	23,579.75	-23,579.75	0.00 %
100-304-61004	Unemployment	0.00	0.00	0.00	1,346.97	-1,346.97	0.00 %
100-304-61006	TMRS	0.00	0.00	3,929.48	22,343.27	-22,343.27	0.00 %
100-304-63000	Office Maintenance/Repairs	94,200.00	94,200.00	2,652.38	70,153.29	24,046.71	25.53 %
100-304-63001	Equipment Maintenance	49,500.00	49,500.00	7,310.31	10,198.20	39,301.80	79.40 %
100-304-63002	Fleet Maintenance	130,000.00	130,000.00	1,832.58	38,984.29	91,015.71	70.01 %
100-304-63008	Stephenson Building & Lawn Maint	0.00	0.00	0.00	-206.76	206.76	0.00 %
100-304-63009	Street/ROW Maintenance	272,000.00	272,000.00	99.84	49,516.59	222,483.41	81.80 %
100-304-63018	Triangle/Veterans Park Maintenanc	0.00	0.00	0.00	14.88	-14.88	0.00 %
100-304-64003	Uniforms	18,310.00	18,310.00	0.00	8,357.65	9,952.35	54.35 %
100-304-64008	Fuel	0.00	0.00	118.48	118.48	-118.48	0.00 %
100-304-64009	Maintenance Equipment	24,500.00	24,500.00	0.00	6,174.01	18,325.99	74.80 %
100-304-64010	Maintenance Supplies	10,000.00	10,000.00	148.41	3,540.36	6,459.64	64.60 %
100-304-65001	Street Electricty	20,000.00	20,000.00	0.00	11,423.21	8,576.79	42.88 %
100-304-65002	City Streets Water	4,000.00	4,000.00	197.33	2,795.00	1,205.00	30.13 %
100-304-65003	Office Electricty	15,000.00	15,000.00	0.00	6,425.92	8,574.08	57.16 %
100-304-65004	Office Water	3,000.00	3,000.00	91.30	559.57	2,440.43	81.35 %
100-304-65005	Stephenson Bldg Electric	1,500.00	1,500.00	0.00	570.49	929.51	61.97 %
100-304-65006	Stephenson Water	1,500.00	1,500.00	35.18	248.53	1,251.47	83.43 %
100-304-65009	Triangle Electric	0.00	0.00	0.00	229.50	-229.50	0.00 %
100-304-65015	Downtown Restroom Electric	2,000.00	2,000.00	0.00	387.85	1,612.15	80.61 %
100-304-65021	Downtown Restroom Water	2,000.00	2,000.00	95.17	636.84	1,363.16	68.16 %
100-304-65024	Office Wastewater	0.00	0.00	0.00	586.89	-586.89	0.00 %
100-304-69001	Lighting Compliance	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-304-71002	Street Improvements	690,948.00	690,948.00	0.00	585,626.40	105,321.60	15.24 %
100-304-71003	City Hall Improvements	0.00	0.00	0.00	17.98	-17.98	0.00 %
100-304-71014	Maintenance Yard Improvements	0.00	0.00	0.00	7,590.00	-7,590.00	0.00 %
	Department: 304 - Maintenance Total:	**1,340,458.00**	**1,340,458.00**	**96,251.22**	**1,285,109.06**	**55,348.94**	**4.13%**
Department: 400 - Parks & Recreation							
100-400-60000	Regular Employees	0.00	0.00	75,600.06	452,078.15	-452,078.15	0.00 %
100-400-60001	Part-time Employees	3,000.00	3,000.00	943.26	2,712.24	287.76	9.59 %
100-400-60002	Overtime	0.00	0.00	886.30	7,634.11	-7,634.11	0.00 %
100-400-60003	On Call Pay	0.00	0.00	1,200.00	7,200.00	-7,200.00	0.00 %
100-400-60005	Camp Staff	0.00	0.00	4,533.12	35,526.88	-35,526.88	0.00 %
100-400-61000	Health Insurance	0.00	0.00	5,259.14	30,811.66	-30,811.66	0.00 %
100-400-61001	Dental Insurance	0.00	0.00	401.40	2,233.06	-2,233.06	0.00 %
100-400-61002	Medicare	0.00	0.00	1,171.92	7,175.77	-7,175.77	0.00 %
100-400-61003	Social Security	0.00	0.00	5,011.15	30,682.73	-30,682.73	0.00 %
100-400-61004	Unemployment	0.00	0.00	206.19	2,109.52	-2,109.52	0.00 %
100-400-61006	TMRS	0.00	0.00	4,544.64	26,406.90	-26,406.90	0.00 %
100-400-62011	Park Consultant	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %
100-400-63004	Dues, Fees & Subscriptions	3,225.00	3,225.00	137.50	4,123.52	-898.52	-27.86 %
100-400-63010	Sports & Rec Park Lawn Mainten	0.00	0.00	1,110.00	1,830.00	-1,830.00	0.00 %
100-400-63011	Founders Park Lawn Maintenance	0.00	0.00	1,110.00	1,830.00	-1,830.00	0.00 %
100-400-63012	Charro Ranch Landscaping	0.00	0.00	320.00	10,320.00	-10,320.00	0.00 %
100-400-63013	General Parks Maintenance	25,000.00	25,000.00	9,886.05	21,435.42	3,564.58	14.26 %
100-400-63015	Founders Park/Pool Maintenance	44,000.00	44,000.00	3,063.68	6,058.95	37,941.05	86.23 %
100-400-63016	Sports & Rec Park Maintenance	43,500.00	43,500.00	0.00	3,073.57	40,426.43	92.93 %
100-400-63017	Charro Ranch Park Maintenance	25,700.00	25,700.00	0.00	1,260.00	24,440.00	95.10 %
100-400-63018	Triangle/Veterans Park Maintenanc	5,700.00	5,700.00	0.00	1,104.93	4,595.07	80.62 %
100-400-63036	Skate Park Maintenance	500.00	500.00	0.00	0.00	500.00	100.00 %
100-400-63045	Trail Maintenance & Repair	25,000.00	25,000.00	0.00	909.79	24,090.21	96.36 %
100-400-64003	Uniforms	0.00	0.00	194.99	443.34	-443.34	0.00 %
100-400-64005	Equipment Rental	5,000.00	5,000.00	0.00	887.28	4,112.72	82.25 %
100-400-64011	Park Supplies	27,000.00	27,000.00	140.48	13,219.46	13,780.54	51.04 %
100-400-64012	Charro Ranch Supplies	1,500.00	1,500.00	0.00	57.98	1,442.02	96.13 %
100-400-64013	Founders Park Supplies	0.00	0.00	5,523.00	11,218.73	-11,218.73	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-400-64014	Sports & Rec Park Supplies	400.00	400.00	0.00	0.00	400.00	100.00 %
100-400-64015	Park Program & Event Supplies	11,250.00	11,250.00	21.24	4,049.80	7,200.20	64.00 %
100-400-64033	Rathgeber Supplies	1,504.00	1,504.00	0.00	611.82	892.18	59.32 %
100-400-65000	Network/Phone	8,568.00	8,568.00	0.00	0.00	8,568.00	100.00 %
100-400-65007	Portable Toilets	10,000.00	10,000.00	510.00	-8,103.00	18,103.00	181.03 %
100-400-65009	Triangle Electric	500.00	500.00	0.00	0.00	500.00	100.00 %
100-400-65010	Triangle Water	500.00	500.00	0.00	211.31	288.69	57.74 %
100-400-65011	Sports & Rec Park Water	13,000.00	13,000.00	187.94	1,912.16	11,087.84	85.29 %
100-400-65012	Sports & Rec Park Electricty	2,500.00	2,500.00	0.00	3,719.17	-1,219.17	-48.77 %
100-400-65023	Sports & Rec Park Wastewater	0.00	0.00	0.00	563.18	-563.18	0.00 %
100-400-65026	Stephenson Wastewater	0.00	0.00	0.00	132.66	-132.66	0.00 %
100-400-66001	Advertising	17,020.00	17,020.00	0.00	4,755.03	12,264.97	72.06 %
100-400-70003	Other Expenses	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00 %
100-400-70007	Sponsored Events	0.00	0.00	0.00	3,709.34	-3,709.34	0.00 %
100-400-71004	All Parks Improvements	445,500.00	445,500.00	0.00	21,380.08	424,119.92	95.20 %
100-400-71005	Founders Park Improvements	3,000.00	136,783.75	30,121.22	127,159.82	9,623.93	7.04 %
100-400-71006	Sports & Rec Park Improvements	15,000.00	15,000.00	0.00	37,805.99	-22,805.99	-152.04 %
100-400-71010	Rathgeber Improvements	0.00	0.00	0.00	3,602.50	-3,602.50	0.00 %
100-400-71012	Skate Park Improvements	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
	Department: 400 - Parks & Recreation Total:	**804,367.00**	**938,150.75**	**152,083.28**	**883,853.85**	**54,296.90**	**5.79%**
Department: 401 - DSRP							
100-401-60000	Regular Employees	306,909.40	306,909.40	41,387.05	244,743.91	62,165.49	20.26 %
100-401-60002	Overtime	0.00	0.00	243.25	1,182.10	-1,182.10	0.00 %
100-401-61000	Health Insurance	36,409.53	36,409.53	4,685.07	27,494.68	8,914.85	24.48 %
100-401-61001	Dental Insurance	0.00	0.00	360.50	2,117.79	-2,117.79	0.00 %
100-401-61002	Medicare	0.00	0.00	593.20	3,503.55	-3,503.55	0.00 %
100-401-61003	Social Security	0.00	0.00	2,536.50	14,980.73	-14,980.73	0.00 %
100-401-61004	Unemployment	0.00	0.00	0.00	986.89	-986.89	0.00 %
100-401-61005	Federal Withholding	42,731.13	42,731.13	0.00	0.00	42,731.13	100.00 %
100-401-61006	TMRS	0.00	0.00	2,435.36	14,309.30	-14,309.30	0.00 %
100-401-63023	General Maintenance	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00 %
	Department: 401 - DSRP Total:	**408,050.06**	**408,050.06**	**52,240.93**	**309,318.95**	**98,731.11**	**24.20%**
Department: 402 - Aquatics							
100-402-60000	Regular Employees	0.00	0.00	7,270.20	43,605.81	-43,605.81	0.00 %
100-402-60007	Aquatic Staff	118,013.00	118,013.00	2,820.39	12,660.02	105,352.98	89.27 %
100-402-61000	Health Insurance	0.00	0.00	779.22	4,668.20	-4,668.20	0.00 %
100-402-61001	Dental Insurance	0.00	0.00	60.15	360.90	-360.90	0.00 %
100-402-61002	Medicare	0.00	0.00	146.03	814.24	-814.24	0.00 %
100-402-61003	Social Security	0.00	0.00	624.46	3,481.45	-3,481.45	0.00 %
100-402-61004	Unemployment	0.00	0.00	53.60	355.04	-355.04	0.00 %
100-402-61006	TMRS	0.00	0.00	425.31	2,537.39	-2,537.39	0.00 %
100-402-63015	Founders Park Maintenance	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
100-402-64013	Pool Supplies	26,200.00	26,200.00	0.00	6,309.92	19,890.08	75.92 %
100-402-65000	Network/Phone	7,500.00	7,500.00	0.00	1,266.51	6,233.49	83.11 %
100-402-65013	FMP Pool/Pavilion Water	5,300.00	5,300.00	1,259.27	4,281.07	1,018.93	19.23 %
100-402-65014	FMP Pool/Pavilion Electric	6,000.00	6,000.00	0.00	3,986.33	2,013.67	33.56 %
100-402-65019	Propane/Natural Gas	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
100-402-71011	Founders Pool Improvements	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
	Department: 402 - Aquatics Total:	**226,513.00**	**226,513.00**	**13,438.63**	**84,326.88**	**142,186.12**	**62.77%**
Department: 404 - Founders Day							
100-404-63019	FD Clean Up	19,200.00	19,200.00	0.00	21,100.00	-1,900.00	-9.90 %
100-404-63038	FD Transportation	19,303.30	19,303.30	0.00	9,800.00	9,503.30	49.23 %
100-404-64016	FD Event Supplies	5,000.00	5,000.00	5,284.87	7,129.43	-2,129.43	-42.59 %
100-404-64017	FD Event Tent, Table, & Chairs	15,000.00	15,000.00	0.00	16,746.00	-1,746.00	-11.64 %
100-404-64018	FD Barricades	12,650.00	12,650.00	10,800.00	23,489.75	-10,839.75	-85.69 %
100-404-65007	Portable Toilets	10,500.00	10,500.00	0.00	10,443.00	57.00	0.54 %
100-404-65016	FD Electricity	30,000.00	30,000.00	24,330.56	24,420.72	5,579.28	18.60 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-404-66008	FD Parade	0.00	0.00	0.00	77.94	-77.94	0.00 %
100-404-66009	FD Publicity	3,450.00	3,450.00	1,600.02	2,280.02	1,169.98	33.91 %
100-404-66010	Events, Entertainment & Activities	26,000.00	26,000.00	0.00	27,650.00	-1,650.00	-6.35 %
100-404-66012	FD Sponsorship	9,800.00	9,800.00	118.29	2,225.79	7,574.21	77.29 %
100-404-68005	FD Security	46,837.00	46,837.00	0.00	44,156.50	2,680.50	5.72 %
100-404-68006	FD Health, Safety & Lighting	20,861.50	20,861.50	0.00	19,730.00	1,131.50	5.42 %
100-404-70002	FD Contingencies	5,000.00	5,000.00	6,500.00	6,500.00	-1,500.00	-30.00 %
	Department: 404 - Founders Day Total:	**223,601.80**	**223,601.80**	**48,633.74**	**215,749.15**	**7,852.65**	**3.51%**
Department: 500 - Emergency Management							
100-500-60000	Regular Employees	0.00	0.00	10,141.05	61,305.81	-61,305.81	0.00 %
100-500-61000	Health Insurance	0.00	0.00	28.47	169.41	-169.41	0.00 %
100-500-61001	Dental Insurance	0.00	0.00	60.15	360.90	-360.90	0.00 %
100-500-61002	Medicare	0.00	0.00	145.68	880.74	-880.74	0.00 %
100-500-61003	Social Security	0.00	0.00	622.89	3,765.83	-3,765.83	0.00 %
100-500-61004	Unemployment	0.00	0.00	0.00	144.01	-144.01	0.00 %
100-500-61006	TMRS	0.00	0.00	593.25	3,567.10	-3,567.10	0.00 %
100-500-64008	Fuel	0.00	0.00	0.00	52.11	-52.11	0.00 %
100-500-68000	Emergency Management Equip	6,800.00	6,800.00	0.00	297.18	6,502.82	95.63 %
100-500-68001	Emergency Fire& Safety	13,000.00	13,000.00	2,455.00	4,215.80	8,784.20	67.57 %
100-500-68002	Emergency Management PR	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
100-500-68003	Emergency Equipment Maint	12,910.00	12,910.00	767.86	28,138.63	-15,228.63	-117.96 %
	Department: 500 - Emergency Management Total:	**35,710.00**	**35,710.00**	**14,814.35**	**102,897.52**	**-67,187.52**	**-188.15%**
	Expense Total:	**16,616,527.78**	**16,812,652.01**	**1,335,575.76**	**8,028,826.85**	**8,783,825.16**	**52.25%**
	Fund: 100 - General Fund Surplus (Deficit):	**-948,786.39**	**-1,144,910.62**	**-292,541.04**	**3,329,209.47**	**4,474,120.09**	**390.78%**
Fund: 200 - Dripping Springs Ranch Park							
Revenue							
Department: 401 - DSRP							
200-401-42008	Riding Permit Fees	10,000.00	10,000.00	880.00	7,170.00	-2,830.00	28.30 %
200-401-43010	Stall Rental Fees	35,500.00	35,500.00	7,220.24	37,784.77	2,284.77	106.44 %
200-401-43011	RV Site Rental Fees	21,000.00	21,000.00	851.46	14,884.00	-6,116.00	29.12 %
200-401-43012	Facility Rental Fees	130,500.00	130,500.00	6,802.50	96,354.24	-34,145.76	26.17 %
200-401-43013	Equipment Rental Fees	10,000.00	10,000.00	7,700.00	24,145.06	14,145.06	241.45 %
200-401-43014	Staff & Miscellaneous Fees	4,700.00	4,700.00	450.00	3,089.16	-1,610.84	34.27 %
200-401-43015	Cleaning Fees	20,000.00	20,000.00	1,025.00	17,691.89	-2,308.11	11.54 %
200-401-44000	Sponsorships & Donations	51,775.00	51,775.00	1,676.00	9,682.00	-42,093.00	81.30 %
200-401-44005	Coyote Camp	140,000.00	140,000.00	24,640.00	135,792.50	-4,207.50	3.01 %
200-401-44006	Riding Series	38,000.00	38,000.00	6,787.39	29,959.66	-8,040.34	21.16 %
200-401-44007	Miscellaneous Events	12,000.00	12,000.00	43,670.00	72,111.00	60,111.00	600.93 %
200-401-44008	Program Fees	62,500.00	62,500.00	8,970.00	61,355.98	-1,144.02	1.83 %
200-401-44009	Ice Rink	190,800.00	190,800.00	0.00	143,648.00	-47,152.00	24.71 %
200-401-44012	Rink Merchandise	2,000.00	2,000.00	0.00	3,137.36	1,137.36	156.87 %
200-401-46001	Other Revenues	500.00	500.00	484.70	-4,966.70	-5,466.70	1,093.34 %
200-401-46002	Interest	4,500.00	4,500.00	1,166.67	5,909.61	1,409.61	131.32 %
200-401-46004	Grant Revenues	100,000.00	100,000.00	0.00	0.00	-100,000.00	100.00 %
200-401-46006	Merchandise Sales	22,500.00	22,500.00	5,086.41	25,098.11	2,598.11	111.55 %
200-401-46015	Concessions	1,500.00	1,500.00	97.94	1,632.14	132.14	108.81 %
200-401-47005	Transfer from HOT Fund	747,050.00	747,050.00	0.00	454,400.00	-292,650.00	39.17 %
	Department: 401 - DSRP Total:	**1,604,825.00**	**1,604,825.00**	**117,508.31**	**1,138,878.78**	**-465,946.22**	**29.03%**
	Revenue Total:	**1,604,825.00**	**1,604,825.00**	**117,508.31**	**1,138,878.78**	**-465,946.22**	**29.03%**
Expense							
Department: 400 - Parks & Recreation							
200-400-63035	Ranch House Maintenance	10,000.00	10,000.00	321.31	3,658.26	6,341.74	63.42 %
200-400-64024	Ranch House Supplies	1,000.00	1,000.00	0.00	754.50	245.50	24.55 %
	Department: 400 - Parks & Recreation Total:	**11,000.00**	**11,000.00**	**321.31**	**4,412.76**	**6,587.24**	**59.88%**
Department: 401 - DSRP							
200-401-60005	Camp Staff	138,246.48	138,246.48	0.00	0.00	138,246.48	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
200-401-63000	Building/Office Maintenance	0.00	0.00	3,788.24	3,788.24	-3,788.24	0.00 %
200-401-63001	Equipment Maintenance	25,000.00	25,000.00	34.99	8,328.53	16,671.47	66.69 %
200-401-63002	Fleet Maintenance	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
200-401-63004	Dues, Fees & Subscriptions	5,000.00	5,000.00	54.68	1,137.20	3,862.80	77.26 %
200-401-63005	Training/Continuing Education	0.00	0.00	0.00	74.00	-74.00	0.00 %
200-401-63023	General Maintenance	146,272.00	146,272.00	2,395.00	68,649.69	77,622.31	53.07 %
200-401-63024	Stall Cleaning & Repair	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
200-401-63028	Lift Station Maintenance	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
200-401-64000	Office Supplies	10,000.00	10,000.00	0.00	743.36	9,256.64	92.57 %
200-401-64001	IT Equipment	3,700.00	3,700.00	0.00	625.00	3,075.00	83.11 %
200-401-64003	Uniforms	1,000.00	1,000.00	0.00	159.84	840.16	84.02 %
200-401-64005	Equipment Rental	3,000.00	5,000.00	0.00	4,268.76	731.24	14.62 %
200-401-64008	Fuel	0.00	0.00	0.00	3,711.47	-3,711.47	0.00 %
200-401-64009	Maintenance Equipment	0.00	0.00	0.00	32.79	-32.79	0.00 %
200-401-64010	Maintenance Supplies	0.00	0.00	39.99	625.65	-625.65	0.00 %
200-401-64015	Park Program & Event Supplies	0.00	0.00	0.00	27.99	-27.99	0.00 %
200-401-64020	Building Supplies	0.00	0.00	44.91	44.91	-44.91	0.00 %
200-401-64021	Merchandise	15,500.00	15,500.00	0.00	14,036.00	1,464.00	9.45 %
200-401-64023	Equipment	33,578.37	33,578.37	0.00	0.00	33,578.37	100.00 %
200-401-64026	Sponsorship Expenses	2,100.00	2,100.00	0.00	35.96	2,064.04	98.29 %
200-401-64027	Coyote Camp	16,000.00	16,000.00	3,926.88	5,290.95	10,709.05	66.93 %
200-401-64028	Riding Series	28,000.00	28,000.00	2,809.00	22,334.27	5,665.73	20.23 %
200-401-64029	Miscellaneous Events	1,500.00	1,500.00	7,381.39	22,764.90	-21,264.90	-1,417.66 %
200-401-64030	Programing	13,000.00	13,000.00	2,658.56	8,289.19	4,710.81	36.24 %
200-401-64031	Concert Series	229,169.00	0.00	0.00	0.00	0.00	0.00 %
200-401-64038	Ice Rink	0.00	229,169.00	0.00	116,116.43	113,052.57	49.33 %
200-401-65000	Network/Phone	8,912.40	8,912.40	52.75	8,046.10	866.30	9.72 %
200-401-65005	Water	15,000.00	15,000.00	2,113.52	9,487.54	5,512.46	36.75 %
200-401-65007	Portable Toilets	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
200-401-65008	Alarm	13,317.24	13,317.24	0.00	0.00	13,317.24	100.00 %
200-401-65017	Electricity	90,000.00	90,000.00	0.00	44,456.62	45,543.38	50.60 %
200-401-65018	Septic	750.00	750.00	0.00	0.00	750.00	100.00 %
200-401-65019	Propane/Natural Gas	2,500.00	2,500.00	0.00	4,718.14	-2,218.14	-88.73 %
200-401-65025	DSRP Wastewater	0.00	0.00	0.00	3,556.96	-3,556.96	0.00 %
200-401-66001	Advertising	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
200-401-66004	City Sponsored Events	0.00	0.00	334.30	1,284.30	-1,284.30	0.00 %
200-401-70001	Mileage	500.00	500.00	0.00	0.00	500.00	100.00 %
200-401-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
200-401-70003	Other Expenses	20,000.00	20,000.00	0.00	20.44	19,979.56	99.90 %
200-401-70004	Hays County Livestock Board Agree	13,200.00	13,200.00	0.00	1,904.18	11,295.82	85.57 %
200-401-70007	Sponsored Events	7,900.00	7,900.00	0.00	0.00	7,900.00	100.00 %
200-401-70013	DSRP Sales Tax	1,565.20	1,565.20	390.24	1,929.65	-364.45	-23.28 %
200-401-71000	Capital Projects	0.00	0.00	0.00	131.36	-131.36	0.00 %
200-401-71008	DSRP Improvements	738,250.00	738,250.00	0.00	370,582.35	367,667.65	49.80 %
200-401-90013	Transfer to Vehicle Replacement Fu	19,469.00	19,469.00	0.00	0.00	19,469.00	100.00 %
	Department: 401 - DSRP Total:	**1,684,429.69**	**1,686,429.69**	**26,024.45**	**727,202.77**	**959,226.92**	**56.88%**
	Expense Total:	**1,695,429.69**	**1,697,429.69**	**26,345.76**	**731,615.53**	**965,814.16**	**56.90%**
	Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	**-90,604.69**	**-92,604.69**	**91,162.55**	**407,263.25**	**499,867.94**	**539.79%**
Fund: 400 - Utilities							
Revenue							
Department: 000 - Undesignated							
400-000-46001	Other Revenues	0.00	0.00	0.00	62,386.94	62,386.94	0.00 %
	Department: 000 - Undesignated Total:	**0.00**	**0.00**	**0.00**	**62,386.94**	**62,386.94**	**0.00%**
Department: 300 - Wastewater							
400-300-43018	Wastewater Service Fees	1,675,000.00	1,675,000.00	95,431.51	1,014,364.88	-660,635.12	39.44 %
400-300-43020	Late Fees	7,500.00	7,500.00	0.00	0.00	-7,500.00	100.00 %
400-300-43021	Delayed Connection Fees	5,000.00	5,000.00	0.00	9,200.00	4,200.00	184.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-300-43025	Reuse Fees	0.00	0.00	8,384.21	75,657.24	75,657.24	0.00 %
400-300-43047	Temporary Wastewater Service - Ca	0.00	0.00	88,421.19	410,183.79	410,183.79	0.00 %
400-300-43048	Reclaimed Water Use Fee	0.00	0.00	1,614.13	36,795.95	36,795.95	0.00 %
	Department: 300 - Wastewater Total:	**1,687,500.00**	**1,687,500.00**	**193,851.04**	**1,546,201.86**	**-141,298.14**	**8.37%**
Department: 301 - Water							
400-301-43020	Late Fees	0.00	0.00	0.00	46.08	46.08	0.00 %
400-301-43038	Meter Set Fees	3,000.00	3,000.00	900.00	1,750.00	-1,250.00	41.67 %
400-301-43040	Water Base Rate	125,000.00	125,000.00	17,800.32	141,660.14	16,660.14	113.33 %
400-301-43041	Water Usage	275,000.00	275,000.00	82,839.77	654,318.15	379,318.15	237.93 %
400-301-43043	Equipment Fee	10,000.00	10,000.00	5,634.00	10,955.00	955.00	109.55 %
400-301-43044	Inspection Fees	2,500.00	2,500.00	900.00	1,700.00	-800.00	32.00 %
400-301-46001	Other Revenues	6,000.00	6,000.00	0.00	0.00	-6,000.00	100.00 %
	Department: 301 - Water Total:	**421,500.00**	**421,500.00**	**108,074.09**	**810,429.37**	**388,929.37**	**92.27%**
Department: 320 - Development/Capital							
400-320-41001	PEC	140,000.00	140,000.00	54,472.20	181,486.09	41,486.09	129.63 %
400-320-41002	ROW Fees	3,500.00	3,500.00	6,474.17	8,228.65	4,728.65	235.10 %
400-320-41003	Cable Franchise Fee	130,000.00	130,000.00	31,249.19	100,110.51	-29,889.49	22.99 %
400-320-41004	Texas Gas Franchise Fee	6,000.00	6,000.00	25,527.14	33,490.39	27,490.39	558.17 %
400-320-43024	Overuse Fees	200,000.00	200,000.00	282.72	100,422.96	-99,577.04	49.79 %
400-320-46001	Other Revenues	40,000.00	40,000.00	0.00	127,172.40	87,172.40	317.93 %
400-320-46002	Interest	215,000.00	215,000.00	7,301.82	80,412.61	-134,587.39	62.60 %
400-320-47009	Sales Tax	900,000.00	900,000.00	161,153.33	664,090.96	-235,909.04	26.21 %
	Department: 320 - Development/Capital Total:	**1,634,500.00**	**1,634,500.00**	**286,460.57**	**1,295,414.57**	**-339,085.43**	**20.75%**
Department: 330 - TWDB Project							
400-330-47008	Transfer from TWDB	1,915,000.00	5,259,206.66	0.00	0.00	-5,259,206.66	100.00 %
	Department: 330 - TWDB Project Total:	**1,915,000.00**	**5,259,206.66**	**0.00**	**0.00**	**-5,259,206.66**	**100.00%**
	Revenue Total:	**5,658,500.00**	**9,002,706.66**	**588,385.70**	**3,714,432.74**	**-5,288,273.92**	**58.74%**
Expense							
Department: 300 - Wastewater							
400-300-62002	Engineering and Surveying	0.00	0.00	0.00	8,826.25	-8,826.25	0.00 %
400-300-62019	Planning and Permitting	0.00	0.00	0.00	1,382.50	-1,382.50	0.00 %
400-300-63004	Dues, Fees & Subscriptions	0.00	0.00	3,845.56	30,765.93	-30,765.93	0.00 %
400-300-63009	Street/ROW Maintenance	0.00	0.00	410.56	410.56	-410.56	0.00 %
400-300-63025	Wastewater Treatment Plant Maint	156,000.00	156,000.00	6,711.98	38,731.38	117,268.62	75.17 %
400-300-63026	Routine Operations	95,700.00	95,700.00	1,436.91	12,844.27	82,855.73	86.58 %
400-300-63027	Operations Non Routine	94,400.00	94,400.00	0.00	2,650.68	91,749.32	97.19 %
400-300-63028	Lift Station Maintenance	81,000.00	81,000.00	0.00	24,020.98	56,979.02	70.34 %
400-300-63029	Sanitary Sewer Line Maintenance	80,000.00	80,000.00	0.00	3,887.20	76,112.80	95.14 %
400-300-63030	Drip Field Maintenance	51,000.00	51,000.00	0.00	1,319.76	49,680.24	97.41 %
400-300-63031	Sludge Hauling	210,000.00	210,000.00	24,831.46	104,622.07	105,377.93	50.18 %
400-300-63043	Generator Maintenance	20,000.00	20,000.00	2,456.59	4,017.32	15,982.68	79.91 %
400-300-64002	Software	0.00	0.00	0.00	556.49	-556.49	0.00 %
400-300-64010	Supplies	0.00	0.00	0.00	1,140.42	-1,140.42	0.00 %
400-300-64022	Chemicals	20,000.00	20,000.00	1,024.91	30,490.03	-10,490.03	-52.45 %
400-300-65000	Network/Phone	0.00	0.00	0.00	3,613.95	-3,613.95	0.00 %
400-300-65017	Electric	105,000.00	105,000.00	0.00	42,544.57	62,455.43	59.48 %
400-300-90006	Transfer to General Fund	271,199.17	0.00	0.00	0.00	0.00	0.00 %
400-300-90013	Transfer to Vehicle Replacement Fu	51,908.00	51,908.00	0.00	0.00	51,908.00	100.00 %
	Department: 300 - Wastewater Total:	**1,236,207.17**	**965,008.00**	**40,717.97**	**311,824.36**	**653,183.64**	**67.69%**
Department: 301 - Water							
400-301-62019	Planning and Permitting	0.00	0.00	0.00	3,117.76	-3,117.76	0.00 %
400-301-63026	Routine Operations	35,000.00	35,000.00	551.66	3,812.86	31,187.14	89.11 %
400-301-63027	Operations Non Routine	20,000.00	20,000.00	0.00	619.89	19,380.11	96.90 %
400-301-63032	Water Line Maintenance & Repair	27,500.00	27,500.00	0.00	0.00	27,500.00	100.00 %
400-301-64010	Supplies	0.00	0.00	53.99	53.99	-53.99	0.00 %
400-301-64040	Water Meters	100,000.00	100,000.00	0.00	48,305.25	51,694.75	51.69 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-301-65022	Wholesale Water	675,000.00	675,000.00	69,150.07	558,909.42	116,090.58	17.20 %
	Department: 301 - Water Total:	**857,500.00**	**857,500.00**	**69,755.72**	**614,819.17**	**242,680.83**	**28.30%**
Department: 310 - Utility Operations							
400-310-60000	Regular Employees	716,409.93	716,409.93	75,670.09	452,432.73	263,977.20	36.85 %
400-310-60002	Overtime	48,672.00	48,672.00	3,975.91	33,728.98	14,943.02	30.70 %
400-310-60003	On Call Pay	26,000.00	26,000.00	3,000.00	18,000.00	8,000.00	30.77 %
400-310-61000	Health Insurance	87,546.37	87,546.37	8,598.56	48,776.85	38,769.52	44.28 %
400-310-61001	Dental Insurance	0.00	0.00	661.65	3,766.28	-3,766.28	0.00 %
400-310-61002	Medicare	0.00	0.00	1,162.20	7,086.58	-7,086.58	0.00 %
400-310-61004	Unemployment	0.00	0.00	106.15	1,901.74	-1,901.74	0.00 %
400-310-61005	Federal Withholding	63,541.77	63,541.77	0.00	0.00	63,541.77	100.00 %
400-310-61006	TMRS	46,377.18	46,377.18	4,834.80	29,330.00	17,047.18	36.76 %
400-310-62001	Financial Services	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
400-310-62003	Special Coounsel and Consultants	55,000.00	55,000.00	0.00	22,578.24	32,421.76	58.95 %
400-310-62020	Lab Testing	80,000.00	80,000.00	4,846.98	34,200.52	45,799.48	57.25 %
400-310-63001	Equipment Maintenance	15,000.00	15,000.00	123.63	1,731.87	13,268.13	88.45 %
400-310-63002	Fleet Maintenance	16,000.00	16,000.00	0.00	1,754.43	14,245.57	89.03 %
400-310-63005	Training/Continuing Education	25,000.00	25,000.00	1,795.24	6,416.77	18,583.23	74.33 %
400-310-63041	SCADA	20,000.00	20,000.00	0.00	6,450.00	13,550.00	67.75 %
400-310-64001	IT Equipment & Support	7,000.00	7,000.00	0.00	36.20	6,963.80	99.48 %
400-310-64002	Software	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
400-310-64003	Uniforms	15,000.00	15,000.00	356.25	6,669.46	8,330.54	55.54 %
400-310-64006	Fleet Acquisition	80,000.00	80,000.00	0.00	0.00	80,000.00	100.00 %
400-310-64008	Fuel	25,000.00	25,000.00	715.52	1,705.11	23,294.89	93.18 %
400-310-64010	Supplies	60,000.00	60,000.00	621.65	11,137.70	48,862.30	81.44 %
400-310-64023	Equipment	570,000.00	570,000.00	0.00	380.96	569,619.04	99.93 %
400-310-65000	Network/Phone	0.00	0.00	52.75	312.50	-312.50	0.00 %
400-310-66002	Postage & Shipping	30,000.00	30,000.00	4,360.29	16,819.31	13,180.69	43.94 %
400-310-90006	Transfer to General Fund	0.00	275,662.89	0.00	0.00	275,662.89	100.00 %
	Department: 310 - Utility Operations Total:	**2,011,547.25**	**2,287,210.14**	**110,881.67**	**705,216.23**	**1,581,993.91**	**69.17%**
Department: 311 - Arrowhead Wastewater Plant							
400-311-63026	Arrowhead - Routine Operations	26,000.00	26,000.00	708.86	1,497.98	24,502.02	94.24 %
400-311-63027	Arrowhead - Non-Routine Operatio	24,000.00	24,000.00	0.00	6,682.62	17,317.38	72.16 %
400-311-63028	Arrowhead - Lift Station Maintenan	17,000.00	17,000.00	5,156.30	5,176.18	11,823.82	69.55 %
400-311-63030	Arrowhead - Drip Field Maintenanc	50,000.00	50,000.00	0.00	2,344.59	47,655.41	95.31 %
400-311-63031	Arrowhead - Sludge Hauling	40,000.00	40,000.00	0.00	16,231.83	23,768.17	59.42 %
400-311-64022	Arrowhead - Chemicals	18,000.00	18,000.00	1,300.00	14,059.50	3,940.50	21.89 %
400-311-65017	Arrowhead - Electricity	38,000.00	38,000.00	0.00	17,208.72	20,791.28	54.71 %
400-311-71013	Arrowhead Plant Lease	286,560.00	286,560.00	21,230.00	191,070.00	95,490.00	33.32 %
	Department: 311 - Arrowhead Wastewater Plant Total:	**499,560.00**	**499,560.00**	**28,395.16**	**254,271.42**	**245,288.58**	**49.10%**
Department: 312 - Big Sky Wastewater Plant							
400-312-63025	Big Sky - Wastewater Treatment Pla	15,000.00	15,000.00	23.64	1,219.66	13,780.34	91.87 %
400-312-63026	Big Sky - Routine Operations	26,000.00	26,000.00	40.38	16,636.10	9,363.90	36.02 %
400-312-63027	Big Sky - Non-Routine Operations	21,450.00	21,450.00	0.00	504.86	20,945.14	97.65 %
400-312-63030	Big Sky - Drip Field Maintenance	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
400-312-63031	Big Sky - Sludge Hauling	40,000.00	40,000.00	0.00	10,311.32	29,688.68	74.22 %
400-312-64022	Big Sky - Chemicals	18,000.00	18,000.00	1,345.50	12,714.00	5,286.00	29.37 %
400-312-65017	Big Sky - Electricity	38,000.00	38,000.00	0.00	9,614.65	28,385.35	74.70 %
	Department: 312 - Big Sky Wastewater Plant Total:	**165,950.00**	**165,950.00**	**1,409.52**	**51,000.59**	**114,949.41**	**69.27%**
Department: 313 - Water Reuse							
400-313-63026	Routine Operations	10,000.00	10,000.00	0.00	1,784.56	8,215.44	82.15 %
400-313-63027	Non-Routine Operations	10,000.00	10,000.00	0.00	107.85	9,892.15	98.92 %
400-313-63029	Water Reuse System Maintenance	20,000.00	20,000.00	0.00	23.16	19,976.84	99.88 %
400-313-63044	Irrigation	10,000.00	10,000.00	0.00	4,029.39	5,970.61	59.71 %
	Department: 313 - Water Reuse Total:	**50,000.00**	**50,000.00**	**0.00**	**5,944.96**	**44,055.04**	**88.11%**
Department: 320 - Development/Capital							
400-320-62002	Engineering and Surveying	316,500.00	316,500.00	22,123.80	119,945.11	196,554.89	62.10 %

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

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-320-62019	Planning & Permitting	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
400-320-71000	Capital Projects	840,000.00	840,000.00	0.00	262,072.13	577,927.87	68.80 %
400-320-90007	Transfer to Debt Service	2,268,210.50	2,268,210.50	0.00	0.00	2,268,210.50	100.00 %
	Department: 320 - Development/Capital Total:	**3,428,710.50**	**3,428,710.50**	**22,123.80**	**382,017.24**	**3,046,693.26**	**88.86%**
Department: 330 - TWDB Project							
400-330-72001	TWDB Capital Projects	0.00	3,344,206.66	1,198,486.81	1,642,059.83	1,702,146.83	50.90 %
400-330-72002	TWDB Engineering and Surveying	625,000.00	625,000.00	372,830.14	1,040,639.11	-415,639.11	-66.50 %
400-330-72003	TWDB - Special Councel and Consul	1,325,000.00	1,325,000.00	0.00	29,909.62	1,295,090.38	97.74 %
400-330-72004	TWDB - Misc.	0.00	0.00	0.00	19,605.60	-19,605.60	0.00 %
	Department: 330 - TWDB Project Total:	**1,950,000.00**	**5,294,206.66**	**1,571,316.95**	**2,732,214.16**	**2,561,992.50**	**48.39%**
	Expense Total:	**10,199,474.92**	**13,548,145.30**	**1,844,600.79**	**5,057,308.13**	**8,490,837.17**	**62.67%**
	Fund: 400 - Utilities Surplus (Deficit):	**-4,540,974.92**	**-4,545,438.64**	**-1,256,215.09**	**-1,342,875.39**	**3,202,563.25**	**70.46%**
	Report Surplus (Deficit):	**-5,580,366.00**	**-5,782,953.95**	**-1,457,593.58**	**2,393,597.33**	**8,176,551.28**	**141.39%**

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Revenue						
000 - Undesignated	12,643,239.53	12,643,239.53	571,255.86	8,666,349.50	-3,976,890.03	31.45%
105 - Communications	0.00	0.00	0.00	2,463.86	2,463.86	0.00%
200 - Planning & Development	634,825.00	634,825.00	45,488.00	692,262.43	57,437.43	9.05%
201 - Building	1,540,000.00	1,540,000.00	367,856.10	1,727,230.31	187,230.31	12.16%
304 - Maintenance	0.00	0.00	100.00	100.00	100.00	0.00%
400 - Parks & Recreation	620,975.61	620,975.61	2,755.00	23,017.00	-597,958.61	96.29%
402 - Aquatics	54,988.75	54,988.75	25,465.50	28,246.96	-26,741.79	48.63%
404 - Founders Day	173,712.50	173,712.50	30,114.26	218,366.26	44,653.76	25.71%
Revenue Total:	**15,667,741.39**	**15,667,741.39**	**1,043,034.72**	**11,358,036.32**	**-4,309,705.07**	**27.51%**
Expense						
000 - Undesignated	7,063,164.39	7,063,164.39	-127,510.34	220,348.08	6,842,816.31	96.88%
100 - City Council/Boards & Commissions	17,000.00	17,000.00	0.00	8,610.50	8,389.50	49.35%
101 - City Administrators Office	0.00	0.00	109,219.32	634,633.60	-634,633.60	0.00%
102 - City Secretary	30,560.00	30,560.00	23,989.93	139,813.88	-109,253.88	-357.51%
103 - Courts	15,500.00	15,500.00	0.00	3,500.00	12,000.00	77.42%
104 - City Attorney	12,000.00	12,000.00	24,547.67	173,390.37	-161,390.37	-1,344.92%
105 - Communications	31,930.00	31,930.00	47,698.82	241,622.98	-209,692.98	-656.73%
106 - IT	567,049.93	629,390.41	33,611.13	384,318.18	245,072.23	38.94%
107 - Finance	2,303,623.60	2,303,623.60	680,965.22	2,126,709.02	176,914.58	7.68%
200 - Planning & Development	90,000.00	90,000.00	36,724.23	279,904.40	-189,904.40	-211.00%
201 - Building	792,000.00	792,000.00	128,867.63	825,100.33	-33,100.33	-4.18%
300 - Wastewater	2,655,000.00	2,655,000.00	0.00	109,620.10	2,545,379.90	95.87%
304 - Maintenance	1,340,458.00	1,340,458.00	96,251.22	1,285,109.06	55,348.94	4.13%
400 - Parks & Recreation	804,367.00	938,150.75	152,083.28	883,853.85	54,296.90	5.79%
401 - DSRP	408,050.06	408,050.06	52,240.93	309,318.95	98,731.11	24.20%
402 - Aquatics	226,513.00	226,513.00	13,438.63	84,326.88	142,186.12	62.77%
404 - Founders Day	223,601.80	223,601.80	48,633.74	215,749.15	7,852.65	3.51%
500 - Emergency Management	35,710.00	35,710.00	14,814.35	102,897.52	-67,187.52	-188.15%
Expense Total:	**16,616,527.78**	**16,812,652.01**	**1,335,575.76**	**8,028,826.85**	**8,783,825.16**	**52.25%**
Fund: 100 - General Fund Surplus (Deficit):	**-948,786.39**	**-1,144,910.62**	**-292,541.04**	**3,329,209.47**	**4,474,120.09**	**390.78%**
Fund: 200 - Dripping Springs Ranch Park						
Revenue						
401 - DSRP	1,604,825.00	1,604,825.00	117,508.31	1,138,878.78	-465,946.22	29.03%
Revenue Total:	**1,604,825.00**	**1,604,825.00**	**117,508.31**	**1,138,878.78**	**-465,946.22**	**29.03%**
Expense						
400 - Parks & Recreation	11,000.00	11,000.00	321.31	4,412.76	6,587.24	59.88%
401 - DSRP	1,684,429.69	1,686,429.69	26,024.45	727,202.77	959,226.92	56.88%
Expense Total:	**1,695,429.69**	**1,697,429.69**	**26,345.76**	**731,615.53**	**965,814.16**	**56.90%**
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	**-90,604.69**	**-92,604.69**	**91,162.55**	**407,263.25**	**499,867.94**	**539.79%**
Fund: 400 - Utilities						
Revenue						
000 - Undesignated	0.00	0.00	0.00	62,386.94	62,386.94	0.00%
300 - Wastewater	1,687,500.00	1,687,500.00	193,851.04	1,546,201.86	-141,298.14	8.37%
301 - Water	421,500.00	421,500.00	108,074.09	810,429.37	388,929.37	92.27%
320 - Development/Capital	1,634,500.00	1,634,500.00	286,460.57	1,295,414.57	-339,085.43	20.75%
330 - TWDB Project	1,915,000.00	5,259,206.66	0.00	0.00	-5,259,206.66	100.00%
Revenue Total:	**5,658,500.00**	**9,002,706.66**	**588,385.70**	**3,714,432.74**	**-5,288,273.92**	**58.74%**
Expense						
300 - Wastewater	1,236,207.17	965,008.00	40,717.97	311,824.36	653,183.64	67.69%
301 - Water	857,500.00	857,500.00	69,755.72	614,819.17	242,680.83	28.30%
310 - Utility Operations	2,011,547.25	2,287,210.14	110,881.67	705,216.23	1,581,993.91	69.17%
311 - Arrowhead Wastewater Plant	499,560.00	499,560.00	28,395.16	254,271.42	245,288.58	49.10%

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

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
312 - Big Sky Wastewater Plant	165,950.00	165,950.00	1,409.52	51,000.59	114,949.41	69.27%
313 - Water Reuse	50,000.00	50,000.00	0.00	5,944.96	44,055.04	88.11%
320 - Development/Capital	3,428,710.50	3,428,710.50	22,123.80	382,017.24	3,046,693.26	88.86%
330 - TWDB Project	1,950,000.00	5,294,206.66	1,571,316.95	2,732,214.16	2,561,992.50	48.39%
Expense Total:	**10,199,474.92**	**13,548,145.30**	**1,844,600.79**	**5,057,308.13**	**8,490,837.17**	**62.67%**
Fund: 400 - Utilities Surplus (Deficit):	**-4,540,974.92**	**-4,545,438.64**	**-1,256,215.09**	**-1,342,875.39**	**3,202,563.25**	**70.46%**
Report Surplus (Deficit):	**-5,580,366.00**	**-5,782,953.95**	**-1,457,593.58**	**2,393,597.33**	**8,176,551.28**	**141.39%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-948,786.39	-1,144,910.62	-292,541.04	3,329,209.47	4,474,120.09
200 - Dripping Springs Ranch Park	-90,604.69	-92,604.69	91,162.55	407,263.25	499,867.94
400 - Utilities	-4,540,974.92	-4,545,438.64	-1,256,215.09	-1,342,875.39	3,202,563.25
Report Surplus (Deficit):	**-5,580,366.00**	**-5,782,953.95**	**-1,457,593.58**	**2,393,597.33**	**8,176,551.28**

City Council Regular Meeting

Dripping Springs City Hall

511 Mercer Street - Dripping Springs, Texas

Tuesday, May 19, 2026, at 6:00 PM

DRAFT MINUTES

CALL TO ORDER & ROLL CALL

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

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

Staff, Consultants & Appointed/Elected Officials
City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
Deputy City Administrator Shawn Cox
City Attorney Aniz Alani
City Secretary Diana Boone
Planning Director Tory Carpenter
IT Director Jason Weinstock
Farmers Market Manager Charlie Reed
Paralegal Operations Specialist Elliana Chon
Accounting Clerk Penny Appleman
DSRP Manager Lily Sellers
Utilities Director Gray Lahrman
Parks & Community Services Director Andy Binz
People & Communications Director Lisa Sullivan
Community Events Coordinator Johnna Krantz
Emergency Preparedness Homeland Security Director Roman Baligad
Municipal Court Judge Marilyn Miller
Planning & Zoning Chair Mim James
Founders Day Committee Member Kathy Boydston
Utility Commission Chair Chalie Busbey

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Wade King.

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.

Kathy Boydston spoke in support of the DSRP rainwater collection system.

Charlie Busbey spoke concerning the result of the Municipal Election for Council Member Place 2.

Arvind Amid spoke requesting that the City adopt a policy on short term rentals.

PROCLAMATIONS & PRESENTATIONS

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

1. **Presentation recognizing Council Member Wade King for his public service.**

   Mayor Foulds presented an award to Council Member Wade King in recognition of his 14 years of public service to the City of Dripping Springs.

2. **Administration of Oaths of Office, along with Statement of Officer, and issuance of Certificate of Election for elected officials for Mayor, Council Member Place 2, and Council Member Place 4.**

   Council Member elect Ana Grace Husted was sworn in by Texas Court of Criminal Appeals Judge Kevin Patrick Yeary.

   Mayor Bill Foulds, Jr. and Council Member Wm. Travis Crow were sworn in by City of Dripping Springs Municipal Court Judge Marilyn Miller.

3. **Recognition of Trevor DuBransky for Heroism.**

   Trevor DuBransky was recognized for his quick thinking and heroism that helped save a life. Mayor Foulds spoke as did Emergency Preparedness Homeland Security Director Roman Baligad who presented Trevor with a challenge coin. Multiple first responders, including Hays

County Sheriff Anthony Hipolito also spoke and presented Trevor with a certificate and challenge coin.

4. **Proclamation of the City of Dripping Springs proclaiming May 17th-23rd, 2026 as "Farmers Market Week" in the City of Dripping Springs, TX**. *Sponsor: Council Member Sherrie Parks.*

   The Farmers Market Week Proclamation was read by Council Member Parks.

   Farmers Market Committee Member Marianne Simmons was present to receive the proclamation; also present were Farmers Market Manager Charlie Reed and Community Events Coordinator Johnna Krantz**.**

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.

5. **Approval of the April 7, 2026 City Council and Board of Adjustment Meeting Minutes.**

6. **Approval of the appointment of Pamela Weinhammer and the reappointment of Dean Erickson and Gwyn Sommerfeld to the Historic Preservation Commission for two (2) year terms ending June 30, 2028, and the reappointment of Dean Erickson as chair for a one (1) year term ending June 30, 2027.**

7. **Approval of the job title change of the Content Marketing Specialist to Marketing Coordinator.** *Sponsor: Mayor Pro Tem Taline Manassian*

8. **Approval of the Co-Sponsorship Agreement between the City of Dripping Springs and Carrie Isaac for the July 4th Fire in the Sky Event at Dripping Springs Ranch Park.** *Sponsor: Council Member Sherrie Parks*

9. **Approval of a Use Agreement between the City of Dripping Springs and Hell Country Productions, Inc. for a Haunted House and Hayride at Dripping Springs Ranch Park.** *Sponsor: Council Member Sherrie Parks*

10. **Approval to authorize City Staff to exceed $50,000.00 worth of purchases from SealMaster South Texas for the Purchase of Street Sealer approved in the FY-2026 Budget.** *Sponsor: Mayor Bill Foulds*

11. **Approval of a Transportation Improvement Construction and Contribution Agreement between the City of Dripping Springs, Hays County, and ME Headwaters REG, LP for the construction of a 250-foot southbound right-turn land with a 50-foot taper and a right-turn signal head at the intersection of US 290 and Canyonwood Drive at an estimated cost of $160,000.00 funded by Hays County in an amount not to exceed $32,160.00 and the remainder funded by ME Headwaters REG, LP reflecting its proportionate share of the recommended transportation improvements attributable to the Headwaters project.** *Sponsor: Mayor Bill Foulds, Jr.*

12. **Approval of a Resolution of the City of Dripping Springs Authorizing the Execution of an Advanced Funding Agreement with the Texas Department of Transportation for the Dripping Springs Crosswalk Improvement Project.** *Sponsor: Council Member Travis Crow*

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Tahuahua, to approve Consent Agenda item 5. The motion carried 4 to 0, with 1 abstention by Council Member Husted.

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Tahuahua, to approve Consent Agenda items 6 through 12. The motion carried unanimously 5 to 0.

BUSINESS AGENDA

13. **Discussion and possible action regarding Task Order No. 5 between the City of Dripping Springs and Carollo Engineers, Inc. for additional final design phase services related to the solids storage and recuperative thickening facility for the South Regional Water Reclamation Facility Expansion.** *Sponsor: Mayor Bill Foulds, Jr.*

This item was presented by Utilities Director Gray Lahrman

A motion was made by Council Member Tahuahua and seconded by Council Member Parks, to approve Task Order No. 5 between the City of Dripping Springs and Carollo Engineering for additional final design phase services.

The motion carried unanimously 5 to 0.

14. **Discussion and possible action regarding a Texas Water Development Board Water Supply Infrastructure Grant application.** *Sponsor: Mayor Bill Foulds, Jr.*

a. City of Dripping Springs Advanced Purification Project
b.. Dripping Springs Ranch Park Rainwater Collection System

This item was presented by Deputy City Administrator Ginger Faught and DSRP Manager Lily Sellers. Eva Steinle-Darling with Carollo Engineering, Inc. was in the audience to help answer questions.

A motion was made by Council Member Husted and seconded by Council Member Parks, to approve the Texas Water Development Board Water Supply Infrastructure Grant application for both projects, with the understanding that if prioritization or further action is required before a regular scheduled meeting, Council will call a special meeting to revisit.

The motion carried unanimously 5 to 0.

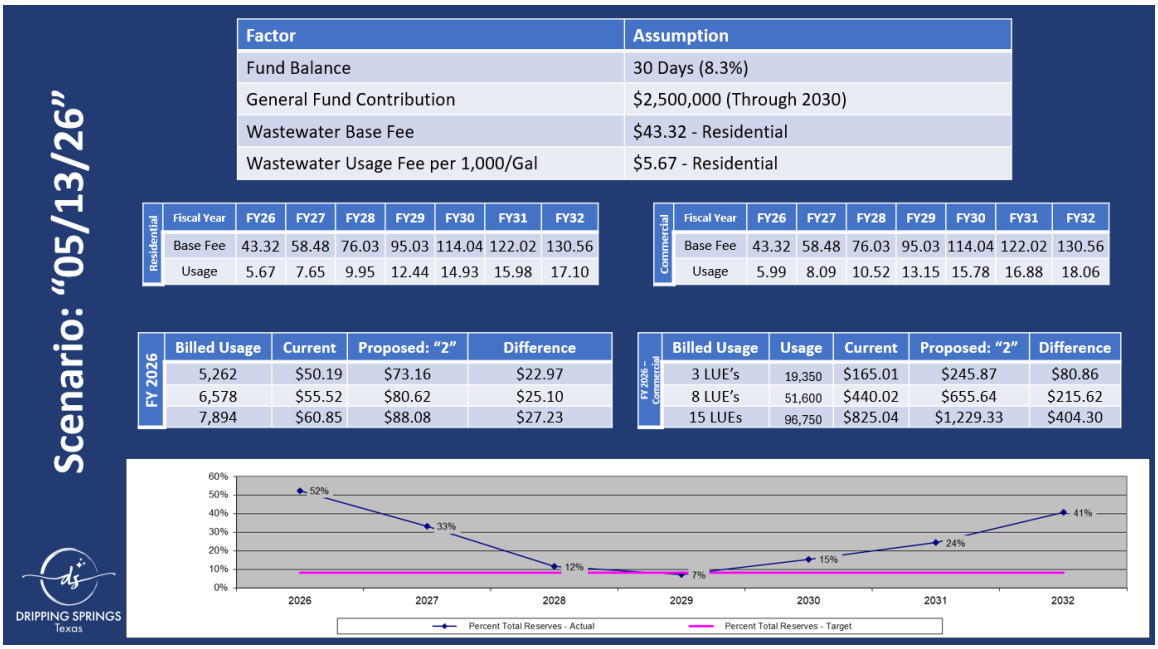
15. **Public hearing, discussion, and possible action regarding an ordinance amending Chapter 20, Article 20.02, Section 20.02.006(c) and Chapter 20.06, Article 20.06.004 of the City's Code of Ordinances to modify wastewater and water service rates.** *Sponsor: Mayor Bill Foulds, Jr.*

The item was presented by Deputy City Administrator Shawn Cox. Planning & Zoning Commission Chair Mim James was present in the audience and was available to offer his expertise if needed.

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Parks, to approve the ordinance amending the water rates as presented in March and the wastewater service rates consistent with Scenario 5.13.26, with the $2.5 million contribution by the City, with a 90 day implementation.

The motion carried unanimously 5 to 0.

Wastewater Rates:



Factor	Assumption
Fund Balance	30 Days (8.3%)
General Fund Contribution	$2,500,000 (Through 2030)
Wastewater Base Fee	$43.32 - Residential
Wastewater Usage Fee per 1,000/Gal	$5.67 - Residential

Residential

Fiscal Year	FY26	FY27	FY28	FY29	FY30	FY31	FY32
Base Fee	43.32	58.48	76.03	95.03	114.04	122.02	130.56
Usage	5.67	7.65	9.95	12.44	14.93	15.98	17.10

Commercial

Fiscal Year	FY26	FY27	FY28	FY29	FY30	FY31	FY32
Base Fee	43.32	58.48	76.03	95.03	114.04	122.02	130.56
Usage	5.99	8.09	10.52	13.15	15.78	16.88	18.06

FY 2026

Billed Usage	Current	Proposed: "2"	Difference
5,262	$50.19	$73.16	$22.97
6,578	$55.52	$80.62	$25.10
7,894	$60.85	$88.08	$27.23

FY 2026 – Commercial

Billed Usage	Usage	Current	Proposed: "2"	Difference
3 LUE's	19,350	$165.01	$245.87	$80.86
8 LUE's	51,600	$440.02	$655.64	$215.62
15 LUEs	96,750	$825.04	$1,229.33	$404.30

Water Rates:

Rate Recommendations:

- **Water – Residential/Commercial:**

Meter Size	Current	2026	2027	2028	2029	2030
5/8" or 3/4"	35.00	36.75	37.85	37.85	37.85	37.85

Volume	Current	2026	2027	2028	2029	2030
0-4,000	2.25	2.36	2.43	2.43	2.43	2.43
4,001-8,000	3.75	3.94	4.06	4.06	4.06	4.06
8,001-12,000	4.25	4.46	4.59	4.59	4.59	4.59
12,001-20,000	5.25	5.51	5.68	5.68	5.68	5.68
20,001-30,000	8.25	8.66	8.92	8.92	8.92	8.92
30,001-50,000	13.25	13.91	14.33	14.33	14.33	14.33
50,000+	18.00	18.90	19.47	19.47	19.47	19.47

Mayor Foulds directed staff to notify the top 10 water users as promptly as possible to allow for budgeting in response to the rate adjustment. A potential ordinance to provide payment assistance was also discussed.

16. **Public hearing, discussion, and possible action to approve an Ordinance amending the Code of Ordinances of the City of Dripping Springs relating to mayoral appointments.** *Sponsor: Mayor Bill Foulds, Jr.*

This item was postponed.

17. **Discussion and possible action regarding the appointment of David Inman as recommended by St. Martin de Porres Catholic Church and the reappointments of At-Large Members Michael Ward, Clinton Holtzendorf, and Jeff Shindler; Lions Club Representatives Sharon Goss and Scott Phillips; Cook-Off Club Representative Justin Cornett; and St. Martin de Porres Catholic Church Representative Eric Strang, for two (2) year terms ending June 30, 2028; and for the reappointment of At-Large Members Jordan Searle and Kimberly Rutherford; Cook off Club Representative Thomas Toms; and the reappointment of Jeff Shindler as chair for a one (1) year term ending June 30, 2027.**

A motion was made by Council Member Parks and seconded by Council Member Tahuahua, to appoint all the committee members listed.

The motion carried unanimously 5 to 0.

18. **Discussion and possible action regarding the appointment of a City Council Member to serve as Mayor Pro Tem for a one (1) year term.**

A motion was made by Council Member Husted and seconded by Council Member Crow, to appoint Council Member Tahuahua to serve as Mayor Pro Tem for a 1 year term.

The motion carried 4 to 0, with 1 abstention by Mayor Pro Tem Manassian.

CLOSED SESSION

Council did not meet in Closed Session.

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

19. **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)*

20. Consultation with attorney and deliberation regarding financing and real property for parcels involved in current and potential TIRZ Priority Projects including Old Fitzhugh Road, Town Center/Civic Complex, Stephenson Building, and other strategic real property acquisitions related to current and potential TIRZ Priority Projects. (*Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072*).

ADJOURN

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

The meeting was adjourned at 8:25 p.m.

APPROVED ON: Month, XX, 202X

Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary

City Council Special Meeting - Sign Ordinance Workshop

Deep Eddy Vodka Tasting Room - 2250 US-290, Dripping Springs, Texas

Wednesday, May 27, 2026, at 9:30 AM

DRAFT MINUTES

CALL TO ORDER & ROLL CALL

With a quorum of city council members present, Mayor Foulds called the meeting to order at 9:37 a.m.

City Council Members Present
Mayor Bill Foulds, Jr.
Mayor Pro Tem Geoffrey Tahuahua
Council Member Place 1 Taline Manassian
Council Member Place 2 Ana Grace Husted
Council Member Place 5 Sherrie Parks

City Council Members Absent
Council Member Place 4 Travis Crow

City Staff Present
City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
City Attorney Aniz Alani
City Secretary Diana Boone
Building Official Shane Pevehouse
DSVB Manager Pam King
People & Communications Director Lisa Sullivan

Business Owners & Company Representatives Present
AG Wealth Advisors Al Gonzalez
Corridor Title Denise Schroeder
Cruise Planners John Fehmel
Deep Eddy Vodka Tasting Room Eustacio Lara
News-Dispatch Brittany Kelly
Pedernales Electric Cooperative Diana Gonzalez
Primal Gallery Joe Lednicky
Resolve Designs Russell Collins
Rolling in Thyme & Dough Fabienne Bollom
Short Mama's Bistro Pat Fox
Stanberry Realtors Keely Odell
Daves Commercial Group Scott Daves
Summer Revival Becky Atkins

Tootie Pie Brian Demski
Waypoint Academy Kim Rodriguez

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Parks.

PRESENTATION OF CITIZENS

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

No one spoke during Presentation of Citizens.

BUSINESS AGENDA

1. **Discussion and feedback regarding the City of Dripping Springs Sign Ordinance, Chapter 26 in the City's Code of Ordinances, and possible proposed amendments.** *No action shall be taken.*

   Council Member Manassian recused herself from this item prior to discussion.

   Discussion only, no action was taken.

   Key points from the discussion regarding the sign ordinance included the need for regulations specific to the Historic District; varying guidelines based on geographic location, particularly for businesses that are less visible or set farther back from the roadway that may need signs that are more noticeable to attract customers or for new customers to locate their business. Business owners expressed concern about the cumulative cost of processing fees, especially in cases where applications are not approved and multiple variance requests must be submitted. It was suggested that clear information on sign regulations be provided to businesses at the time they apply for a Certificate of Occupancy.

ADJOURN

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

The meeting was adjourned at 11:00 a.m.

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

Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary

Baker Robertson & O'Brien

A Partnership of
Professional Entities

Rex G. Baker III, PC *
Thomas W. Robertson PC *
Daniel O'Brien PC *
Rex G. Baker IV, PLLC ‡

171 Benney Lane
Building II, Suite 100
PO Box 718
Dripping Springs, TX 78620

681 Main Street
Suite 3-25
Waltham, MA 02451

Tel: +1 (512) 894-0890
Fax: +1 (512) 894-0346

bakerattorneys.com

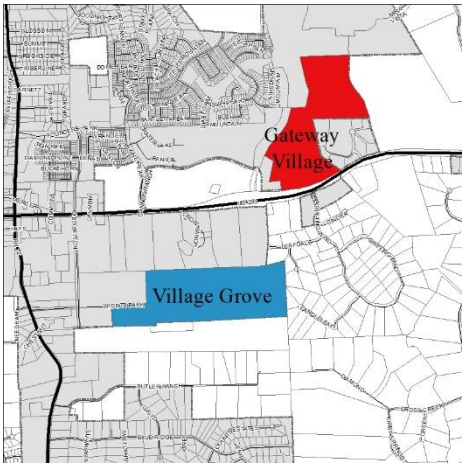
TO: Bill Foulds, Jr., Mayor and City Council
FROM: Laura Mueller, Deputy City Attorney
RE: Second Amendment to Agreement Concerning Creation and Operation of Dripping Springs MUD
DATE: July 1, 2026 – For July 7, 2026 Council Meeting

MEMORANDUM

I. Executive Summary

This amendment would finalize adding Gateway Village (North DSP) to DS MUD 1 which already includes Village Grove. The City already agreed to the annexation of the property into the MUD, this amendment just finalizes it. This amendment was delayed in order for the utility entitlements to be finalized.

II. Background



Village Grove is South of Hwy 290 adjacent to Sports and Recreation Park. Gateway Village is North of 290 in the former Cannon Tract. South of Wild Ridge and East of other Cannon developments. Both Projects are residential in nature.

DS MUD 1 – 2021
Village Grove PDD – 2022
DS MUD 1 First Amendment – 2023 (increased bonding authority)
Gateway Village PDD – 2023

III. Summary

The document is a proposed Second Amendment to the Agreement Concerning Creation and Operation of Dripping Springs Municipal Utility District No. 1**.** This Agreement is between the City and DSP, LLC (Village Grove), North DSP, LLC (Gateway Village), and Dripping Springs Municipal Utility District No. 1**.**

The amendment memorializes the annexation of a portion of the Cannon Tract—also referred to as Gateway Village—into the boundaries of the MUD. This annexed area consists of part of the Cannon Tract excluding the approximately 7.30-acre commercial area. The amendment adds the MUD Annexation Tract to the real property covered by the existing Consent

* Licensed in TX
‡ Licensed in TX & MA

Agreement and confirms that North DSP, LLC joins the Consent Agreement as an "Owner" and "Developer" for that tract.

The amendment also clarifies that the MUD Annexation Tract will be developed in accordance with previously approved Gateway Village Project, including the City annexation ordinance, PDD ordinance, water and wastewater service agreements, offsite road agreement, and East Interceptor Agreement. If any conflict exists between those entitlements and this Consent Agreement, the Gateway Village Project Entitlements will control.

The City confirms that certain MUD annexation requirements in the Retail Wastewater Contract have been satisfied or waived. The delay in the approval of this amendment is due to wanting to finalize these utility entitlements. The amendment further acknowledges that the annexation allows the District to finance water, wastewater, drainage, road, and related capacity improvements serving the MUD Annexation Tract. North DSP is expected to finance, construct, and dedicate certain public facilities to the City on behalf of the District, subject to applicable reimbursement rights from the District.

Except as modified by this amendment, the existing Consent Agreement remains in full force and effect. The amendment also includes standard counterpart and electronic signature provisions.

IV. RECOMMENDATION

Staff recommends approval of this amendment as a continuation of the approvals already done by the City Council as it relates to this project.

SECOND AMENDMENT
TO AGREEMENT CONCERNING CREATION AND OPERATION
OF DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

This **SECOND AMENDMENT TO AGREEMENT CONCERNING CREATION AND OPERATION OF DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1** (this "*Amendment*") is entered into effective as of _____, 2026 between the **CITY OF DRIPPING SPRINGS, TEXAS**, a general law city located in Hays County, Texas (the "*City*"); **DRIPPING SPRINGS PARTNERS, LLC**, a Texas limited liability company ("*DSP*"); **NORTH DSP, LLC**, a Texas limited liability company ("*NDSP*"); and **DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1**, a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code (the "*District*"). The City, DSP, NDSP, and the District are sometimes referred to herein as the "*Parties*" and individually as a "*Party*".

RECITALS

The City, DSP, and the District are parties to that certain "Agreement Concerning Creation and Operation of Dripping Springs Municipal Utility District No. 1" dated effective October 19, 2021 (the "*Original Consent Agreement*"), as amended by that certain "First Amendment to Agreement Concerning Creation and Operation of Dripping Springs Municipal Utility District No. 1" dated effective March 18, 2023 (the "*First Amendment*"; the Original Consent Agreement as assigned and amended being referred to herein as the "*Consent Agreement*"), which, among other things, provided for the creation of the District over ±112.4 acres of land in Hays County, Texas within the city limits of the City. As contemplated by the First Amendment, the portion of the Cannon Tract (as defined in the First Amendment) described on **Exhibit "A"** to this Amendment (the "*MUD Annexation Tract*") has been annexed into the boundaries of the District; and the Parties now desire to amend the Consent Agreement to memorialize such annexation and make certain conforming clarifications related thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Defined Terms. All capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Consent Agreement.

2. Annexation of a Portion of the Cannon Tract into the District. The Cannon Tract also referred to interchangeably herein as the "*Gateway Village Project*") has been annexed into the corporate boundaries of the City pursuant to City Ordinance No. 2023-14 (including the "Municipal Services Agreement" attached thereto) (the "*City Annexation Ordinance*") and made subject to the City's Planned Development District Ordinance No. 2023-15 (the "*PDD Ordinance*"); that certain "Agreement for the Provision of Nonstandard Retail Water Service (Gateway Village)" dated effective May 31, 2023 between NDSP and the City (the "*Retail Water Contract*"); that certain "Wastewater Utility Service and Fee Agreement (Gateway Village)" dated effective May 31, 2023 between NDSP and the City (the "*Retail Wastewater Contract*"); that certain "Offsite Road Agreement" dated effective April 18, 2023 between NDSP and the City (the "*Offsite Road Agreement*"); and that certain "East Interceptor Agreement" dated effective April 18, 2023 between NDSP and the City (the "*East Interceptor Agreement*"; the City

Annexation Ordinance, the PDD Ordinance, the Retail Water Contract, the Retail Wastewater Contract, the Offsite Road Agreement, and the East Interceptor Agreement being referred to collectively herein as the "*Gateway Village Project Entitlements*"); and the MUD Annexation Tract (being all of the Cannon Tract except the ±7.30 acre commercial area) has been annexed into the boundaries of the District. The MUD Annexation Tract is hereby added to the real property covered by the Consent Agreement, and NDSP hereby joins in the Consent Agreement as an "Owner" and "Developer" thereunder with respect to the MUD Annexation Tract; however, and for the avoidance of doubt:

a. the MUD Annexation Tract will be developed in accordance with the Gateway Village Project Entitlements, and, to the extent of any conflict between the Gateway Village Project Entitlements and the Consent Agreement, as amended hereby, the Gateway Village Project Entitlements will control;

b. the City confirms and agrees that the requirements of the Section 3.1.b of the Retail Wastewater Contract regarding "MUD Annexation" have been satisfied and/or are hereby waived by the City; and

c. The City and NDSP acknowledge that the MUD Annexation Tract has been annexed into the District in order to, among other things, finance the construction of the water, wastewater, drainage, and road improvements and capacity serving the MUD Annexation Tract. The City, the District, and NDSP contemplate that NDSP will, on behalf of the District, finance, construct, and dedicate to the City the facilities required for the City to provide the services contemplated by the Gateway Village Project Entitlements to customers within the MUD Annexation Tract in accordance with Section 552.014 of the Texas Local Government Code, which authorizes a municipality to enter into a contract with a water district under which the district will acquire for the benefit of and convey to the municipality one or more projects, which may include a water supply or treatment system, a water distribution system, a sanitary sewage collection or treatment system, works or improvements necessary for drainage of land, and roads and improvements in aid of roads ("*Projects*"). NDSP intends, and the City acknowledges, that the costs, fees, and charges and the construction and conveyance of the Projects contemplated by the Gateway Village Project Entitlements will be performed by NDSP on behalf of the District; and the City agrees that the District will have the right to reimburse NDSP or other persons that pay costs, fees, or charges or construct Projects contemplated by the Gateway Village Project Entitlements on behalf of the MUD in accordance with applicable law (including, without limitation, costs related to Pump & Haul Facilities and Impact Fees, as such terms are defined and used in the Retail Wastewater Contract). The Projects to be constructed by NDSP to serve the MUD Annexation Tract under the Gateway Village Project Entitlements; the easements and other real property interests to be conveyed or dedicated by NDSP to the City under the Gateway Village Project Entitlements; and the fees, charges, and other payments to be paid by NDSP under the Gateway Village Project Entitlements will be constructed, conveyed, dedicated, and paid, as applicable, by NDSP on behalf of the District, subject to (a) the City's obligation to provide service to the MUD Annexation Tract as provided in the Gateway Village Project Entitlements, (b) a reservation of the capacity in those Projects for the benefit of the District, and (c) NDSP's right, if any, to reimbursement from the District for the cost of those Projects in accordance with applicable law. Conveyance or dedication will not affect NDSP's right to reimbursement from the District for the cost of any Projects. In consideration of the payment of impact, capital recovery, capacity reservation, or similar fees for the MUD Annexation Tract in accordance with the Gateway Village Project Entitlements, NDSP will acquire, on behalf of the District, the guaranteed right to receive service from the City for the LUEs of service for which such impact fees have been fully paid.

3. Effect of Amendment. Except as specifically provided in this Amendment, the terms of the Consent Agreement continue to govern the rights and obligations of the Parties, and the terms of the Consent Agreement remain in full force and effect. If there is any conflict or inconsistency between this Amendment and the Consent Agreement, this Amendment will control and modify the Consent Agreement.

4. Counterparts. To facilitate execution, (a) this Amendment may be executed in any number of counterparts; (b) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (c) a signature delivered by facsimile or in another electronic format (*e.g.*, DocuSign or .PDF via email) will be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

* * *

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first written above.

COUNTERPART SIGNATURE PAGE TO:

SECOND AMENDMENT
TO AGREEMENT CONCERNING CREATION AND OPERATION
DRIPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1

CITY:

CITY OF DRIPPING SPRINGS, TEXAS

By:_____

Name:_____

Title:_____

Date:_____

COUNTERPART SIGNATURE PAGE TO:

SECOND AMENDMENT
TO AGREEMENT CONCERNING CREATION AND OPERATION OF
DRIPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1

DSP:

DRIPPING SPRINGS PARTNERS, LLC, Texas limited liability company

By:_____

Name:_____

Title:_____

Date:_____

COUNTERPART SIGNATURE PAGE TO:

SECOND AMENDMENT
TO AGREEMENT CONCERNING CREATION AND OPERATION OF
DRIPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1

NDSP:

NORTH DSP, LLC, Texas limited liability company

By:_____

Name:_____

Title:_____

Date:_____

COUNTERPART SIGNATURE PAGE TO:

SECOND AMENDMENT
TO AGREEMENT CONCERNING CREATION AND OPERATION OF
DRIPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1

THE DISTRICT:

DRIPPING SRINGS MUNICIPAL UTILITY DISTRICT NO. 1, a political subdivision of the State of Texas

By:_____

Name:_____

Title:_____

Date:_____

EXHIBIT "A"
LEGAL DESCRIPTION OF THE MUD ANNEXATION TRACT

Exhibit "__"

DOUCET

7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

Doucetengineers.com

90.14-Acre Tract
Hays County, Texas

D&A Job No. 2511-001
August 21, 2023

DESCRIPTION
90.14-Acre Tract

BEING A 90.14-ACRE TRACT OUT OF THE PHILIP A. SMITH SURVEY, ABSTRACT NUMBER 415, THE C.H. MALOTT SURVEY, ABSTRACT NUMBER 693, THE I.V. DAVIS JR. SURVEY NUMBER 191, ABSTRACT NUMBER 673, THE EDWARD W. BROWN SURVEY NUMBER 136, ABSTRACT NUMBER 44, AND THE WILLIAM WALKER SURVEY NUMBER 130, ABSTRACT NUMBER 475, HAYS COUNTY, TEXAS, BEING ALL OF A CALLED 54.484-ACRE TRACT, CONVEYED TO NORTH DSP, LLC, RECORDED IN DOCUMENT NUMBER 23025969 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], AND BEING A PORTION OF A CALLED 277.23-ACRE TRACT, CONVEYED TO CANNON FAMILY, LTD. (KNOWN AS SHARE NUMBER TWO) RECORDED IN VOLUME 198, PAGE 151 [O.P.R.H.C.T.]; SAID 90.14-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron pipe found in the west line of said 277.23-acre tract, being in the east line of the remainder of a called 291-1/3-acre tract, conveyed to Cynosure Corporation, recorded in Volume 258, Page 123 of the Deed Records of Hays County, Texas [D.R.H.C.T.];

THENCE, N50°38'14"E, with the common line of said 277.23-acre tract, and said 291-1/3-acre remainder tract, for a distance of 53.17 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found for an angle corner of the tract described herein;

THENCE, continuing with the common line of said 277.23-acre tract and the remainder of said 291-1/3-acre tract, the following six (6) courses and distances:

1) N21°13'11"E, for a distance of 64.75 feet to a MAG nail found for an angle corner of the tract described herein,
2) N09°17'53"E, for a distance of 327.10 feet to a MAG nail found for an angle corner of the tract described herein,
3) N20°28'59"W, for a distance of 204.36 feet to a calculated point for an angle corner of the tract described herein, from which a MAG nail found bears S13°52'35"E, for a distance of 2.61 feet,
4) N14°46'26"W, for a distance of 324.06 feet to a 1/2-inch iron pipe found for an angle corner of the tract described herein,
5) N11°59'53"W, for a distance of 327.25 feet to a 1/2-inch iron pipe with 60D nail found for the northwest corner of the tract described herein, and
6) N89°15'51"E, for a distance of 1,222.57 feet to an 8-inch Cedar Fence Post for the northeast corner of a called 1.097-acre tract, conveyed to Bordie Partners LP, recorded in Volume 5086, Page 174 [O.P.R.H.C.T.], and for the northeast corner of the tract described herein;

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THENCE, with the common line of said 277.23-acre tract and said 1.097-acre tract, the following ten (10) courses and distances:

1) S02°19'16"W, for a distance of 418.07 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein,
2) S05°15'07"E, for a distance of 88.61 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein,
3) S16°28'50"E, for a distance of 73.40 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein,
4) S03°28'59"E, for a distance of 14.21 feet to a 10-inch Cedar Fence Post for an angle corner of the tract described herein,
5) S11°47'06"E, for a distance of 7.00 feet to a 10-inch Cedar Fence Post for an angle corner of the tract described herein,
6) S22°31'47"E, for a distance of 32.14 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein,
7) S27°26'26"E, for a distance of 141.35 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein,
8) S39°07'52"E, for a distance of 222.18 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein,
9) S32°56'45"E, for a distance of 229.21 feet to a calculated point for an angle corner of the tract described herein, from which a 5/8-inch iron rod bears, N88°54'02"E, for a distance of 47.22 feet, and
10) S14°21'53"E, for a distance of 407.89 feet to a calculated point in the north line of Lot 4, Block A, Blue Blazes Ranch Phase 1 Subdivision, recorded in Document Number 18010223 of the Plat Records of Hays County, Texas [P.R.H.C.T.], for the southeast corner of said 277.23-acre tract, being the southwest corner of said 1.097-acre tract, same being the southeast corner of the tract described herein, from which a 5/8-inch iron rod bears, N89°22'55"E, for a distance of 30.48 feet;

THENCE, S89°22'55"W, with the common line of said 277.23-acre tract and said Lot 4, for a distance of 165.73 feet to a 1/2-inch iron rod with cap stamped "G&R" found for the northwest corner of said Lot 4, Block A, same being for the northeast corner of Lot 5, Block A of said Blue Blazes Ranch Phase 1 Subdivision, a distance of 264.31 feet passing a 1/2-inch iron rod with cap stamped "G&R" found for the northwest corner of said Lot 5, Block A, and the northeast corner of the remainder of Tract A-3 of Vista Tract Ranch Tract A, a subdivision recorded in Volume 14, Page 12 [P.R.H.C.T.], a distance of 547.78 feet passing a 1/2-inch iron rod found for the northeast corner of said Tract A-3, and for the northeast corner of Lot 4, Block B of said Blue Blazes Ranch Phase 1 Subdivision and continuing for a total distance of 1,370.57 feet to a 5/8-inch iron rod with cap stamped "Charles Swart" found for the northwest corner of said Lot 4, Block B;

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THENCE, with the common line of said 14.3372-acre tract and said Block B of said Blue Blazes Ranch Phase 1 Subdivision, the following two (2) courses and distances:

1) S10°17'27"E, for a distance of 721.25 feet passing a 1/2-inch iron rod with cap stamped "G&R" found for the southwest corner of said Lot 4, Block B and for the northwest corner of Lot 3, Block B, of said Blue Blazes Ranch Phase 1 Subdivision, and continuing for a total distance of 937.32 feet to a 1/2-inch iron rod found for the west corner of Lot 3, Block B, same being for an angle corner of the tract described herein, and
2) S52°44'27"E, for a distance of 221.16 feet passing a 1/2-inch iron rod with cap stamped "Charles Swart" found for the south corner of said Lot 3, Block B, same being the southwest corner of Lot 2, Block B of said Blue Blazes Ranch Phase 1 Subdivision, and continuing for a total distance of 610.29 feet to a 1/2-inch iron rod found for the south corner of said Lot 2, Block B and the southeast corner of said 14.3372-acre tract, same being in the existing north right-of-way line of said East Highway 290, and for the southeast corner of the tract described herein;

THENCE with the existing north right-of-way line of said East Highway 290, being the south line of said 277.23-acre tract, the following two (2) courses and distances:

1) S57°28'55"W, for a distance of 79.36 feet to 1/2-inch iron rod with cap stamped "Charles Swart" found for the beginning of a curve to the right and for an angle corner of the tract described herein, and
2) With said curve to the right, having an arc length of 1,452.88 feet, a radius of 2,814.79 feet, a delta angle of 29°34'25", and a chord which bears S72°17'49"W, for a distance of 1,436.80 feet to a concrete highway monument found for an angle corner of the tract described herein;

THENCE, departing the existing north right-of-way line of East Highway 290, over and across said 277.23-acre tract, the following five (5) courses and distances:

1) N02°52'23"W, for a distance of 258.84 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein,
2) S88°14'39"W, for a distance of 268.99 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein,
3) N01°06'51"W, for a distance of 22.97 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein,
4) N12°06'22"E, for a distance of 485.72 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein, and
5) N56°37'56"W, for a distance of 250.00 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set in the west line of said 277.23-acre tract, being the east line of a called 8.787-acre tract, conveyed to Meritage Homes of Texas, LLC., recorded in Document Number 21069284 [O.P.R.H.C.T], for an angle corner of the tract described herein;

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THENCE, with the common line of said 277.23-acre tract and said 8.787-acre tract, the following five (5) courses and distances:

1) N21°16'01"W, for a distance of 2.37 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found for the beginning of a curve to the right, being an angle corner of the tract described herein,
2) With said curve to the right, having an arc length of 332.63 feet, a radius of 943.00 feet, a delta angle of 20°12'37", and a chord which bears N31°22'20"E, for a distance of 330.91 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found for a point of tangency, being an angle corner of the tract described herein,
3) N41°28'38"E, for a distance of 315.03 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found for the beginning of a curve to the left and for an angle corner of the tract described herein,
4) With said curve to the left, having an arc length of 681.06 feet, a radius of 1,057.00 feet, a delta angle of 36°55'03", and a chord which bears N23°01'06"E, for a distance of 669.34 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found for a point of tangency, and for an angle corner of the tract described herein, and
5) N04°33'35"E, for a distance of 12.95 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found for an angle point in the west line of said 277.23-acre tract, being the northeast corner of said 8.787-acre tract, same being in the east line of said 291-1/3-acre tract, and for the northwest corner of the tract described herein;

THENCE, N89°00'33"E, with the north line of said 277.23-acre tract, being the east line of said 291-1/3-acre tract, for a distance of 322.22 feet to the **POINT OF BEGINNING** and containing 90.14-acres.

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are surface values and may be converted to grid by dividing by the surface adjustment factor of 1.000077936.
Units: U.S. Survey Feet.

I, Joshua P. Armendariz, Registered Professional Land Surveyor, hereby certify that this description and accompanying exhibit of even date represent an actual survey performed on the ground.

08/21/2023
Date

Joshua P. Armendariz
Registered Professional Land Surveyor
Texas Registration No. 6822
Doucet & Associates
jarmendariz@doucetengineers.com
TBPELS Firm Registration No. 10194551



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STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Tory Carpenter, AICP, Planning Director

Council Meeting Date: July 7, 2026

Agenda Item Wording: **Discuss and consider a Wastewater Utility Service and Fee Agreement between the City of Dripping Springs and Tri Pointe Homes Texas, Inc. for wastewater service to approximately 14 acres of land within the Cypress Fork Ranch property, including allocation of 18 wastewater LUEs and temporary pump and haul service.** *Sponsor: Mayor Bill Foulds, Jr.*

Applicant: Tri Pointe Homes Texas, Inc.

Summary/Background:

Overview

Tri Pointe Homes Texas, Inc. is under contract to purchase approximately 14 acres within the Fellers Residential Project from Cypress Fork Ranch, L.P. The property was recently annexed into the City by Ordinance No. 2026-04, which annexed approximately 14.06 acres into the incorporated municipal boundaries and incorporated a service plan agreement for the property.

The proposed Wastewater Utility Service and Fee Agreement would allow Tri Pointe to receive City wastewater service for the property and connect up to eighteen (18) residential LUEs to the City's South Regional Wastewater Treatment System, once the required City facilities are operational and the Owner has completed the required onsite and offsite facilities.

The 18 LUEs are a portion of the 80 LUEs initially provided to Mr. Fellers through negotiation of an easement for the West Interceptor. Under the proposed agreement and the purchase contract, the 18 LUEs would be assigned to Tri Pointe at closing of the property and deducted from the original 80 LUE reservation.

Key Agreement Terms

- Wastewater service is limited to up to 18 residential LUEs; additional LUEs would require future written approval by the City.
- City service is not available until the City's TPDES/Discharge Permit facilities are constructed, operational, and available to serve the property.
- Tri Pointe must design, fund, construct, and install the onsite and offsite wastewater facilities necessary to serve the property, subject to City review, inspection, and approval.
- The Owner must provide required wastewater easements at no cost to the City, including easements needed to connect to the Western Interceptor and an easement along the eastern edge of the property for a future 12-inch wastewater line.
- Impact fees for all 18 LUEs and the beneficial reuse payment for 18 LUEs are due upon application for final plat. The Owner is not entitled to reimbursement of impact fees.
- The agreement does not approve any plat, construction plan, or development application; those applications remain subject to separate review and approval under City ordinances and standards.

Pump and Haul Decision Point

The draft agreement includes highlighted pump and haul provisions. Because pump and haul is a policy-sensitive issue for Council, staff is requesting that Council make a specific decision on whether those provisions should remain in the agreement or be removed before approval.

If retained, the pump and haul provisions would allow temporary pump and haul service prior to permanent City service for up to 12 LUEs through April 30, 2028, and thereafter up to 18 LUEs until the City facilities are operational and available. The provisions state that pump and haul is not the preferred method of wastewater treatment and must be terminated as quickly as feasible after City facilities become available.

The agreement places design, construction, operation, reporting, spill response, provider licensing, storage, penalties, and removal obligations on the Owner. The Owner would receive no impact fee credit or reimbursement for pump and haul facilities or for removal of those facilities. Purchasers would receive notice that wastewater service may be provided by pump and haul until permanent service is available.

If Council does not want to allow pump and haul for this project, the highlighted pump and haul language should be removed. In that case, development would need to wait for permanent City wastewater service before wastewater-dependent building permits or certificates of occupancy could be supported by this agreement.

If this agreement is not approved, the extension to the West Interceptor will be required with the development of the New Growth development.

Previous Discussions: At their June 2, 2026 meeting, City Council directed staff to review the proposed easement acquisition with the City's wastewater engineering team to determine the value of the easement and alternatives if it is not acquired by the applicant.

Public Comment: Staff originally received a total of four letters in opposition from adjacent residents. However, after discussions with the current property owner and developer, two residents withdrew their letters of opposition.

The two letters which were not withdrawn are included in this packet.

Status	Individuals
Original commenters	4
Withdrawals	2 (Jennifer Cureton, John Dean)
Remaining objections	2 (Daniel Syptak, Dade Shields)

Recommended Council Actions: **Staff recommends that Council first provide specific direction on pump and haul, then act on the agreement based on that direction.**

Possible Council actions:

1. Approve option 1 of the agreement with pump and haul language included, thereby allowing temporary pump and haul service under the limits and conditions in the agreement.

2. Approve option 2 of the agreement without pump and haul language, thereby not allowing pump and haul service under this agreement.

Suggested motion if pump and haul is allowed:

Move to approve the Wastewater Utility Service and Fee Agreement between the City of Dripping Springs and Tri Pointe Homes Texas, Inc., including the temporary pump and haul provisions as presented.

Suggested motion if pump and haul is not allowed:

Move to approve the Wastewater Utility Service and Fee Agreement between the City of Dripping Springs and Tri Pointe Homes Texas, Inc., with direction to remove all pump and haul provisions before execution.

Attachments:

- Wastewater Utility Service and Fee Agreement - Tri Pointe Homes Texas, Inc. (Option A & Option B)
- Public Comment

Next Steps/Schedule:

- If approved, finalize the agreement consistent with Council direction and route for execution.
- At closing, the 18 LUEs will be assigned from the original 80 LUE reservation to Tri Pointe for the 14-acre property.
- Future plat, construction plan, easement, and wastewater infrastructure submittals will continue through the standard City review process.
- If pump and haul is retained, staff and will review the required pump and haul design, provider documentation, storage, reporting, and notice requirements before any service begins.

WASTEWATER UTILITY SERVICE AND FEE AGREEMENT

This Wastewater Utility Service and Fee Agreement ("**Agreement**") is between the City of Dripping Springs, a Type A General Law City located in Hays County, Texas ("**City**"), and Tri Pointe Homes Texas, Inc., a Texas corporation authorized to conduct business in Texas ("**Owner**").

RECITALS:

A. Pursuant to that certain Purchase and Sale Agreement dated April 21, 2025 (the "**PSA**"), Owner is presently under contract to purchase approximately +/- 14 acres of property shown in black outline on the attached Exhibit A (the "**Land**") as more particularly described on Exhibit B from Cypress Fork Ranch, L.P. ("**Seller**"), which Land is located wholly within the City and in Hays County, Texas (the "**County**");

B. Owner intends to develop the Land as a residential community with improvements and infrastructure pursuant to a final plat and approved construction plan to be approved by the City (the "**Project**");

C. Pursuant to that certain Wastewater Capacity Reservation ("**Capacity Agreement**") entered into by the City and Seller dated April 4, 2022, the City agreed to reserve eighty (80) wastewater LUEs (defined below) with respect to that certain 54.0822 acre tract owned by Seller in which the Land is included;

D. Pursuant to the PSA, Owner is entitled to an assignment from Seller of eighteen (18) LUE's in the System (defined below) (which eighteen (18) LUEs are taken from the eighty (80) LUEs that were allocated to Seller in the Capacity Agreement) at the closing of the purchase and sale of the Land from Seller to Owner;

E. No sewer collection treatment and disposal system presently exists to serve the Land;

F. Owner desires to receive wastewater service for the Land through the System and to connect to the System;

G. Subject to the terms of this Agreement, the City will allow Owner to receive wastewater service for the Land through the System and to connect eighteen (18) LUEs to the System;

H. This Agreement is necessary to protect the health, safety, and general welfare of the community, to limit the harmful effects of substandard subdivisions.

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 agreement 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 of the date of this Agreement, 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 Connection Point. The location where the Offsite Facilities connect to the System as shown on the attached Exhibit C.

1.7 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, as further described in **§3.2**.

1.8 Development. The development on the Land, consisting of improvements and infrastructure to be constructed in accordance with the final plat and approved construction plan.

1.9 Discharge Permit. The Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0014488003) which City has obtained from TCEQ.

1.10 Effective Date. The date set forth as the Effective Date in **§ 8.13** below.

1.11 Impact Fees. Impact Fees adopted by City pursuant to Chapter 395 of the Texas Local Government Code and City Ordinance.

1.12 LUE. Living Unit Equivalent of sewer usage, as established from time to time by City Ordinance.

1.13 Notice. Notice as defined in **§ 8.2** of this Agreement.

1.14 Onsite Facilities. All wastewater facilities, equipment or related improvements necessary to serve the Land between the structures on the Land. To the extent that any lift stations are

required to pump the wastewater to the Connection Point, such lift station would be included in the definition of Onsite Facility.

1.15 Offsite Facilities. All wastewater facilities, equipment or related improvements necessary to serve the Land and not located on the Land and being located between the Onsite Facilities and the Connection Point.

1.16 Party. Individually, City or Owner and any successors and assigns, as permitted by this Agreement.

1.17 Pump & Haul Facilities. The facilities located on the Land for the removal or treatment of sewage from the Land through pump and haul and related infrastructure intended for the temporary use (although of uncertain duration) until the System facilities are sufficient to accept the wastewater from the Land.

1.18 South Regional Wastewater Treatment Plant or "WWTP". The wastewater treatment facility that is currently authorized by TCEQ Permit No. WQ0014488001 and that is located approximately 0.55 mile east of the intersection of Ranch Road 12 and Farm-to-Market Road 150, as measured along Farm-to-Market Road 150, and from that point, approximately 1,110 feet south of Farm-to-Market Road 150.

1.19 System. City's South Regional Wastewater Treatment System, including City's WWTP, the plant and facilities to be constructed pursuant to the Discharge Permit, and all of City-owned collection facilities transporting wastewater to that plant.

1.20 TCEQ. Texas Commission on Environmental Quality, or its successor agencies.

1.21 Unit. A structure located on the Land that is assigned a wastewater LUE by City.

ARTICLE II
SERVICE TO THE DEVELOPMENT

2.1 City Wastewater Service. Notwithstanding anything contained in this Agreement to the contrary, except with regard to the Pump & Haul Facilities, City will be the exclusive provider of wastewater collection and treatment service to the Development through the facilities that will be constructed pursuant to the Discharge Permit in an amount up to eighteen (18) residential LUEs. City will make this retail wastewater service available to the Land upon Owner's construction and connection of the Onsite Facilities and Offsite Facilities to the Connection Point pursuant to this Agreement and upon the construction and operation of the facilities necessary to operate the Discharge Permit facilities. In other words, until the Discharge Permit Facilities are operational and available, the City System will not be available to serve the Land. Additional LUEs will not be made available to the Land except as may be agreed in writing by City from time to time.

2.2 Initial City Wastewater Service. Upon approval of final plat(s) and Owner's completion of the Onsite and Offsite Facilities for the Land in accordance with the City Utility Standards, and upon the City's construction and operation of the facilities necessary to operate the Discharge Permit facilities, City shall make available to the Land, the equivalent flow of eighteen (18) LUE's of wastewater capacity in the System.

2.3 Pump and Haul Facilities.

a. Prior to the City providing service to the Land, Owner may construct and operate Pump & Haul Facilities for up to twelve (12) LUEs through April 30, 2028, and thereafter up to eighteen (18) LUEs, as a temporary solution to wastewater needs of the Development. Use of the Pump & Haul Facilities must be terminated as quickly as possible as soon as the City Discharge Permit facilities are operational and available to transport and process wastewater. The Parties both agree that Pump & Haul is not the preferred method of wastewater treatment and will be terminated as quickly as feasible following the completion of the City Discharge Permit facilities and same becoming operational. City commits to pursue construction of the Discharge Permit facilities and to commence the operation of same as quickly as feasible. Owner commits to converting from Pump & Haul to the City System as quickly as is commercially feasible following the completion and operationality of such Discharge Permit facilities. Upon converting from Pump & Haul to the City System, Owner shall remove at its own expense all Pump & Haul Facilities that will not be utilized for the City System.

b. No building permits or certificates of occupancy shall be issued for buildings in the Project until after all Onsite and Offsite Facilities are constructed and Owner is in full compliance with the following terms and conditions:

1. The Pump and Haul Facilities necessary to provide pump and haul service to the Unit for which a building permit or a certificate of occupancy is to be issued have been completed and passed inspection by City, and wastewater service by pump and haul under this Agreement is otherwise available to the Unit.

2. Owner is in compliance with the terms and conditions of this Agreement.

3. Owner demonstrates to City that Owner has a current contract with a pump and haul provider that meets the requirements of this Agreement.

4. All other conditions for issuance of a Unit building permit or certificate of occupancy set forth in applicable local (as modified by this Agreement), state, or federal regulations have been met.

c. Service Provided. In consideration for City authorizing the issuance of building permits and certificates of occupancy as provided herein, Owner, at its sole cost and expense, shall cause wastewater from the Development to be pumped and hauled and disposed of in a manner that is compliant with applicable local, state, and federal

regulations, until such time that the Discharge Permit facilities is capable of receiving the wastewater generated at the Development. Design of and specifications related to the Pump & Haul Facilities must be provided to City Engineer for approval and must be approved by City Engineer prior to installation of such facilities. Owner is solely responsible for all design, construction, costs, and operation of the Pump & Haul Facilities. Costs related to the design, construction, and operation of the Pump & Haul facilities are not eligible to be reimbursed in any manner. Owner is solely responsible for the costs of all design, construction, operation, and removal of the Pump & Haul Facilities. Owner shall maintain all Pump & Haul Facilities in good repair and working condition and assure that all wastewater effluent is managed in compliance with applicable law. Owner will report any spills or leaks from the Pump & Haul Facilities to the Deputy City Administrator immediately, but no later than twenty-four (24) hours of discovery. Owner will cooperate with City to provide any information to and file any reports with the Texas Commission on Environmental Quality or successor agency (the "TCEQ") as required by law. Owner shall further comply with and cause the company supplying pump and haul services to comply with the terms of service set forth in Exhibit E. Upon termination of use of the Pump & Haul Facilities Owner will remove at its sole cost and expense the Pump & Haul Facilities (except for those facilities that will be used for the Onsite or Offsite Facilities). Pump and Haul service shall be temporary and shall be terminated as soon as is commercially feasible following the completion and operationality of such Discharge Permit facilities and replaced with wastewater service through the City System. Wastewater Service through pump and haul facilities on the Land shall not exceed twelve (12) LUEs through April 30, 2028, and thereafter up to eighteen (18) LUEs.

d. Pump and Haul Provider. Owner shall contract with a company that holds all licenses required by the TCEQ and has the experience, expertise and financial capacity (the "**Provider**") to pump and haul wastewater from the Development and to maintain all Pump and Haul facilities. The Provider shall also not owe any delinquent taxes or fees to City nor shall the Provider be in material default under any agreement by and between the Provider and City. Owner shall further maintain with City at all times the Provider's current contact information and designated representatives who are available twenty-four hours a day to respond to complaints or issues related to wastewater disposal. The Provider shall maintain insurance in an amount that is reasonably acceptable to City.

e. Fees and Charges. City shall charge and collect standard wastewater rates and fees (including impact fees) to customers on a particular lot receiving wastewater service through Pump & Haul Facilities (hereafter "**Pump and Haul Lot**"). The monthly fees and charges charged to the Pump and Haul Lot customer will be equivalent to an estimated average of that charged to other residential City customers that are not utilizing a pump and haul system. Fees and charges to Pump and Haul Lot customers shall not be calculated to pay the costs and expenses of the Pump & Haul Facilities. Until the Pump and Haul Lots are converted to permanent wastewater service, the money collected for the monthly wastewater charge shall be delivered to Owner (less a 6% administrative charge) to assist with the costs of operating the pump and haul system. Owner understands and agrees that it will not likely recoup the costs of pump and haul from users of the Pump &

Haul Facilities, and that Owner is responsible for any deficiency in its operation. Owner will receive no impact fee credit or reimbursement for Pump & Haul Facilities or for the removal of any Pump & Haul Facilities.

f. Records. Owner shall make commercially reasonable efforts to cause the Provider to maintain complete records of the pump and haul service provided, and Owner shall maintain with City a copy of any reports required by applicable state and federal regulations, related to providing pump and haul services.

g. Transition of Services. City and Owner shall reasonably cooperate to smoothly transition wastewater service from Owner to City upon transition of wastewater service to the City System.

h. Enforcement Actions. In the event that the EPA or the TCEQ issues any form or order or penalty for violations of applicable law resulting from the Pump and Haul services provided under this Agreement, Owner shall be responsible for payment of said penalties within the time required under the order or applicable law.

i. Notice of Agreement and Pump and Haul Services. Upon Owner's closing of the purchase of the Land from Seller, a memorandum of this Agreement ("**Memorandum**") acceptable to City and Owner shall be recorded in the Official Public Records of Hays County, Texas that places prospective property owners on notice that wastewater service may be provided by pump and haul service. Owner shall further give notice to purchasers of lots within the Development that wastewater service will be provided by pump and haul until completion of the Package Plant or System improvements and shall cause homebuilders who purchase lots within the Development to give such notice to subsequent purchasers.

2.4 No Commercial Development. Owner does not plan any commercial development on the Land. Amenity center facilities shall not be considered "commercial development" and all LUEs applicable to the amenity center facilities are considered to be residential LUEs.

2.4 Final Plat and Approved Construction Plan. Nothing in this Agreement approves Owner's application for the preliminary or final plats and approved construction plans for the Land, which remains subject to approval under City ordinances and regulations governing such approvals.

ARTICLE III
INFRASTRUCTURE CONSTRUCTION, CONNECTION AND DEDICATION

3.1 Construction Standards. Owner shall construct all Onsite Facilities 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.

3.2 **Construction in Phases**. The Onsite Facilities and Offsite Facilities may be constructed in separate phases, and as such, the requirements in this Agreement apply separately to each phase.

3.3 **Onsite Facilities**. Owner is required to fund, construct and install the Onsite Facilities within the Development. Except for individual service connections to dwelling units on the Land, upon acceptance by City, the Onsite Facilities shall be dedicated to City and such facilities shall be owned, operated and maintained by City. The Onsite Facilities are to be built at Owner's sole cost.

3.4 **Construction Warranty and Guarantee**. Any facilities to be dedicated to City shall have a contract warranty with a guarantee of 2 years, enforceable by 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 City (including the Offsite Facilities) shall: (i) state that the "OWNER" includes Owner and its permitted assigns, including City, and (ii) include the following provision:

> "Immediately before the expiration of the two-year guarantee period, the CONTRACTOR shall make an inspection of the Work in the company of the Engineer and Owner. The Engineer and 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 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."

Owner shall provide a copy of the contract to City upon execution, assign the contract to City and shall immediately advise City of any notice it receives under this provision, and send City a copy of the notice as provided in this Agreement.

3.5 **Onsite Facilities**. Owner is required to construct, install, operate and maintain all Onsite Facilities at its cost until such time as such Onsite Facilities are dedicated to the City. Owner agrees to complete the Onsite Facilities within two years of the City's issuance of the Site Development Permit for the Land.

3.6 **Offsite Facilities**. Owner is required to construct and install all Offsite Facilities at its cost. Owner agrees to complete the Offsite Facilities within two years of the City's issuance of the Site Development Permit for the Land.

3.7 **Construction Plan Review and Approval**. City has the right to review and approve all plans and specifications for the Onsite Facilities and Offsite Facilities (jointly herein referred to as the "**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 Facilities with City for review and approval. Construction of the Facilities shall not begin until the plans and specifications have been reviewed and accepted by City for compliance with the construction standards required by this Agreement, a pre-construction conference has been held by Owner's contractor(s) and the City Engineer, and the applicable City fees have been paid. City agrees to provide comments to plans and specifications within twenty (20) days of receipt.

3.8 **City Inspections**. 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 Facilities, including any connections to onsite structures and to City's System. In addition, Owner or its Contractor shall notify City when the Facilities are ready for final inspection and connection to City's System. If City concurs that construction of the Facilities is substantially complete, then City will schedule a final inspection by City within twenty (20) days. After such final inspection, Owner shall timely correct any punch list items.

3.9 **Review and Inspection Fees**. Owner shall pay all of the City Engineer's fees for review of plans, and the construction phase(s) and final inspections.

3.10 **Connection to the System**. After the permanent connection to the System, Owner shall connect all wastewater flows up to 18 LUEs from the Land to the System in compliance with the City's Wastewater Ordinance.

3.11 **Delivery of Drawings**. Owner shall cause to be delivered to City mylar as-built drawings and electronic files for all Onsite Facilities and Offsite Facilities within thirty (30) days after final inspection and approval.

ARTICLE IV
EASEMENTS

4.1 **Onsite Facility Easements**. Owner shall acquire and maintain all easements necessary for Onsite Facilities at no cost to City.

4.2 **Offsite Facility Easements**. Owner shall acquire all easements necessary for Offsite Facilities at no cost to City, provided however that if City has existing easements that can be used for Offsite Facilities, City shall allow their use at no expense to Owner. Owner agrees that it will acquire at its cost such Offsite Facility easement(s) in the location shown in orange on Exhibit A connecting the land to the Western Interceptor. Such easement(s) shall allow for a 12" wastewater line to be constructed, operated and maintained therein. Owner also agrees that it will convey at its cost as an Offsite Facility Easement the easement shown in green on Exhibit A (eastern edge of the Land) to allow for a 12" wastewater line (to be constructed, operated and maintained by City or other wastewater users authorized by City). Prior to serving the land with wastewater service, Owner shall convey provide to City at no cost those Offsite Facility easements described in this Section 4.2 in a form acceptable to City (an example of which is attached hereto as Exhibit

D, however the City shall consider other forms which satisfy the express terms of this Section 4.2, specifically easements granted to Owner which may be dedicated or assigned to the City following construction of the Offsite Facilities therein).

4.3 Easements from Owner. Owner shall provide to City at no cost such non-exclusive easement or easements, if necessary, to access the Development's private roadways to access Onsite Facilities, Offsite Facilities and Wastewater Facilities, as applicable. Prior to execution of any such easement, Owner agrees that City shall have a reasonable right of access to any roadway or designated trail on the Land for ingress or egress to Onsite Facilities and Offsite Facilities.

ARTICLE V
FEES AND CHARGES

5.1 Impact Fees. Upon application to the City for the final plat of the Development, Owner shall pay to City the Impact Fees for all 18 LUEs in the amount specified by Chapter 20, Article 20.02.005 (1) (B) of City's Code of Ordinances (the "Impact Fee Ordinance"). Connection of any structure on the Land to a Pump & Haul facility or the System is prohibited until Owner pays the Impact Fees as required herein. This Agreement is an agreement providing for the time and method of payment of the Impact Fees. Owner is not entitled to any reimbursement of Impact Fees.

5.2 Beneficial Reuse Infrastructure. Rather than provide beneficial reuse infrastructure on the Land, Owner shall pay the amount specified for by Chapter 22, Article 22.06.007 of the City's Code of Ordinances for 18 LUEs upon application to the City for the final plat of the Development.

ARTICLE VI
TERM AND TERMINATION

6.1 Term. This Agreement remains in effect so long as City is providing wastewater service to the Development, unless otherwise expired or terminated under this Article VII or otherwise rendered null and void by the terms of this Agreement.

6.2 Termination for Breach.

(a) If Owner breaches this Agreement, then City may send a notice of default to Owner. The notice must include a reasonable description of the breach. If Owner fails to cure the breach within 60 days of that notice (including payment of all past-due amounts), then City may send a second notice describing the breach and Owner's failure to cure. Owner's failure to cure the breach within 30 days after the second notice gives City the right to terminate this Agreement by sending a termination notice to Owner. The effective date of the termination will be the date the notice is sent and, as of that date, City will be released from all obligations under this Agreement, and Owner will not receive any refunds of amounts already paid to City under this Agreement. Owner expressly agrees that its forfeiture of such amounts, to be retained by City upon termination under this § 6.2(a), is a reasonable amount of liquidated damages to City for such breach of this Agreement, in addition to

actual damages, if any, should Owner improperly connect to or tamper with City's System during construction.

(b) If City breaches this Agreement, Owner may send a notice of default to City. The notice must include a reasonable description of the breach. If City fails to cure the breach within 60 days of that notice, then Owner may send a second notice describing the breach and City's failure to cure. If City's breach is a failure to commence wastewater service to the Development as provided in **§2.1**, and if Owner is not in breach of this Agreement, then City's failure to cure the breach within 30 days after the second notice gives Owner the right to:

(1) require City's specific performance of its express obligations under this Agreement, subject to the other terms of this Agreement including Force Majeure;

(2) such other remedies at law or in equity as may be appropriate in order to remedy the specific breach of the City's obligations under this Agreement; or

(3) terminate this Agreement by sending a termination notice to City and, upon such notice and termination, to receive a refund (without interest) of all Impact Fees and Delayed Connection Fees paid to City under this Agreement. The effective date of the termination will be the date the notice is sent and, as of that date, City will be released from all obligations under this Agreement except its refund obligation under this **§6.2(b)(2)**.

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 City:

City of Dripping Springs, Texas
Attn: City Secretary
P. O. Box 384
Dripping Springs, Texas 78620
FAX: (512) 858-5646

City of Dripping Springs, Texas
Attn: City Administrator
P. O. Box 384
Dripping Springs, Texas 78620
FAX: (512) 858-5646

To Owner:

Tri Pointe Homes Texas, Inc.
Attention: Pat Helgeson
13640 Briarwick Dr., Suite 170
Austin, Texas 78729
Telephone: (512) 718-9073
E-mail: Pat.Helgeson@TriPointeHomes.com

With copy to:

McLean & Howard, L.L.P.
Attention: Michael Cihock
4301 Bull Creek Road, Suite 150
Austin, TX 78731
E-mail: mcihock@mcleanhowardlaw.com

7.3 Assignment. Owner may assign this Agreement, in whole or in part, to (i) another owner of the Land, or (ii) a homeowners association formed by Owner with respect to and for the benefit of the Development without the consent of City provided such assignee agrees to be bound by the obligations contained herein. This Agreement is binding on Owners' successors and assigns, including future owners of any land or structures within the Development.

7.4 Amendment. This Agreement may be amended only with the written consent of Owner (or an applicable assignee of Owner's rights, duties or obligations set out in this Agreement) and approval of the governing body of City.

7.5 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.

7.6 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.

7.7 Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the agreement.

7.8 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 City staff or City Council, such agreement or approval may be withheld or conditioned by the staff or City Council in its sole discretion.

7.9 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

7.10 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.

7.11 Professional Fees. Owner agrees to place funds into City’s escrow account, as necessary from time to time, to pay 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.

7.12 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A	Map of the Land
Exhibit B	Legal Description of the Land
Exhibit C	Map of Connection Point
Exhibit D	Form of Easement
Exhibit E	Pump & Haul Terms and Conditions

7.13 Effective Date. Effective Date. The Effective Date of this Agreement is April ____, 2026, however, in the event that Owner, for any reason, fails to close the purchase of, and take fee ownership of the Land on or before December 31, 2026, this Agreement shall terminate, Owner shall deliver all fees and costs due to the City under this Agreement as of such date, and thereafter this Agreement shall be of no further force or effect.

[signatures on following pages]

CITY OF DRIPPING SPRINGS, TEXAS

Attest:

_____ By:_____
_____ Bill Foulds, Mayor
City Secretary

Date:_____

STATE OF TEXAS
COUNTY OF _____

This instrument was executed by Bill Foulds before me on this the _____ day of _____, 2026.

_____
Notary Public, State of Texas

My Commission Expires: _____.

OWNER:

TRI POINTE HOMES TEXAS, INC.,
a Texas corporation

By:_____
Name:_____
Title:_____

STATE OF TEXAS
COUNTY OF _____

This instrument was executed before me on _____, 2026 by _____, _____ of Tri Pointe Homes Texas, Inc. a Texas corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

My Commission Expires: _____.

Exhibit A

Map of the Land

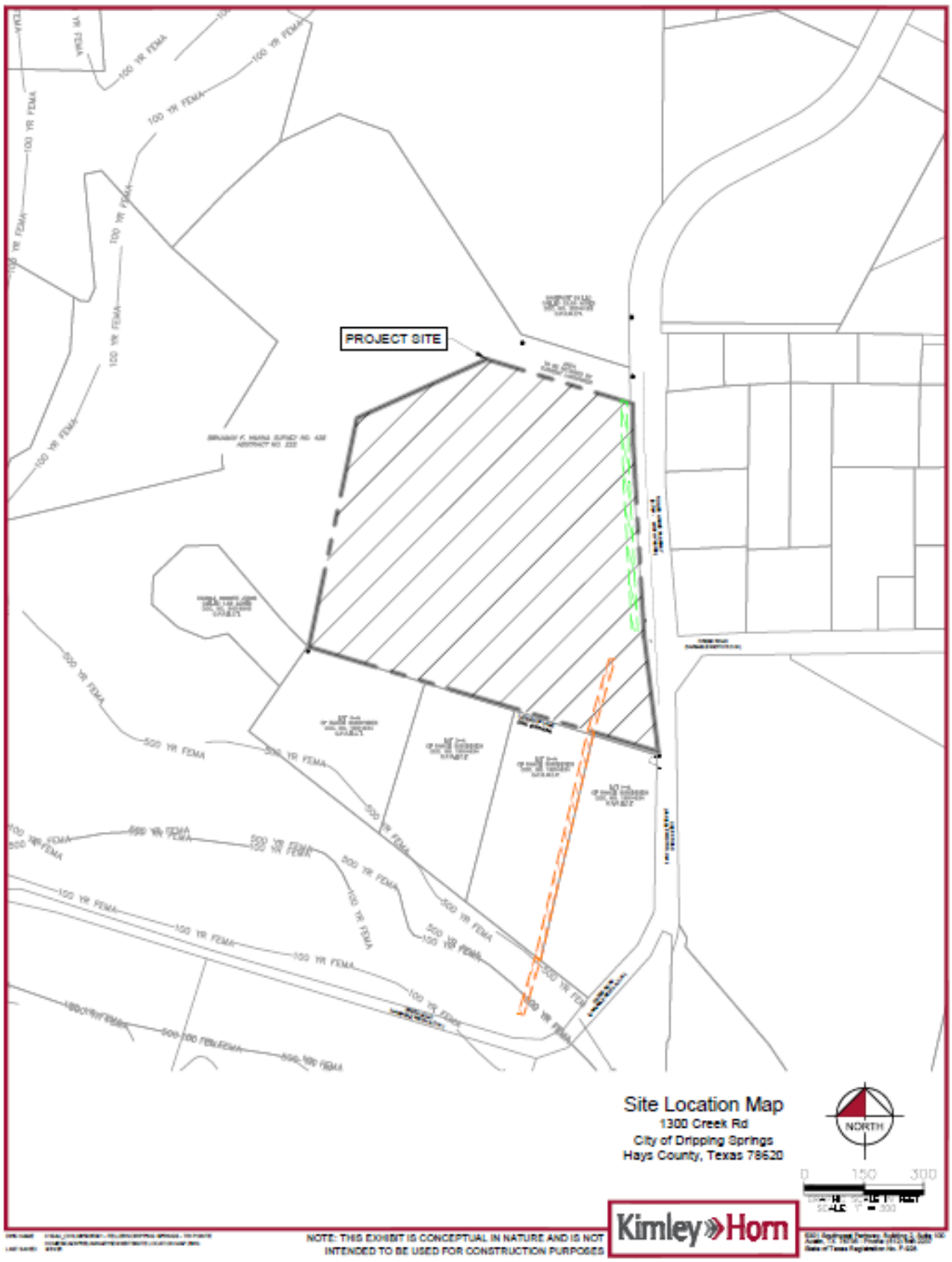


Exhibit B

Legal Description of the Land

DOUCET

7401B Highway 71 West, Suite 160, Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601
Doucetengineers.com

"Exhibit "------"

14.06 Acre Tract
Hays County, Texas

D&A Job No. 24003214.001A
December 1, 2023

METES & BOUNDS DESCRIPTION

BEING A 14.06 ACRE TRACT OUT OF THE BENJAMIN F. HANNAH SURVEY NUMBER 428, ABSTRACT NUMBER 222, HAYS COUNTY, TEXAS, SAID 14.06 ACRE TRACT BEING A PORTION OF A CALLED 111.181 ACRE TRACT, DESCRIBED IN A DEED TO CYPRESS FORK RANCH, L.P., RECORDED IN DOCUMENT NUMBER 11011538 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.]; SAID 14.06 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a blue cap stamped "Holt Carson" found on the west right-of-way line of Roger Hanks Parkway (a variable width right-of-way), being the northeast corner of said 111.181-acre tract, same being the southeast corner of a called 23.50 acre tract conveyed to Barefoot DS LLC, and recorded in Document Number 22044168 [O.P.R.H.C.T.], from which a 5/8-inch iron rod with cap stamped "Staudt" found on the west right-of-way line of said Roger Hanks Parkway, being the east line of said 23.50 acre tract, bears N00°46'23"W, a distance of 149.51 feet;

THENCE with the west right-of-way line of Roger Hanks Parkway and the east line of said 111.181 acre tract, S00°45'47"E, a distance of 68.24 feet to a 1/2-inch iron rod with cap stamped "Doucet" set for the **POINT OF BEGINNING** and northeast corner of the tract described herein;

THENCE, continuing west right-of-way line of Roger Hanks Parkway and the east line of said 111.181 acre tract, the following three (3) courses and distances:

1) S00°45'47"E, a distance of 103.63 feet to a 5/8-inch iron rod found,

2) S03°12'57"E, a distance of 481.94 feet to a 5/8-inch iron rod with cap stamped "Staudt" found, and

3) S07°02'03"E, a distance of 292.40 feet to a 1/2-inch iron rod with cap stamped "Doucet" set for the southeast corner of the tract described herein, from which a 1/2-inch iron rod found on the north right-of-way line of CF Ranch Road (30-foot right-of-way width, recorded in Document Number 19014634, O.P.R.H.C.T.), bears S07°02'03"E, a distance of 10.92 feet;

THENCE departing said west right-of-way line of Roger Hanks Parkway, being the east line of said 111.181 acre tract, over and across said 111.181 acre tract the following four (4) courses and distances:

1) N73°21'05"W, a distance of 918.64 feet to a 1/2-inch iron rod with cap stamped "Doucet" set for the southwest corner of the tract described herein, from which a 1/2-inch iron rod found for the northwest corner of Lot 4-A of said CF Ranch Subdivision, same being an interior ell corner of said 111.181 acre tract, bears S11°37'52"W, a distance of 10.06 feet,

2) N11°53'43"E, a distance of 588.80 feet to a 1/2-inch iron rod with cap stamped "Doucet" set for an angle corner of the tract described herein,

3) N65°38'35"E, a distance of 358.63 feet to a 1/2-inch iron rod with cap stamped "Doucet" set for the northwest corner of the tract described herein, from which a 1/2-inch iron rod with a blue cap stamped "Holt Carson" found for an angle point in the north line of said 111.181 acre tract, being the south line of said 23.50 acre tract, bears N65°38'55"E, a distance of 98.43 feet, and

CONTINUED ON NEXT PAGE

DOUCET

7401B Highway 71 West, Suite 160, Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601
Doucetengineers.com

"Exhibit "------"

4) S73°01'43"E, a distance of 384.58 feet to the **POINT OF BEGINNING** containing 14.06 acres, more or less.

Basis of bearing is the Texas Coordinate System, South Central Zone [4204], North American Datum 1983 (NAD83), 2011 adjustment (epoch 2010). All coordinate values and distances shown are grid values and may be converted to surface by using the surface adjustment factor of 1.00002409.
U.S. survey feet.

I, Joshua P. Armendariz, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground.

12/01/2023
Date

Joshua P. Armendariz
Registered Professional Land Surveyor
Texas Registration No. 6822
Doucet & Associates
JArmendariz@Kleinfelder.com
TBPELS Firm Registration No. 10194551



Exhibit C

Map of Connection Points

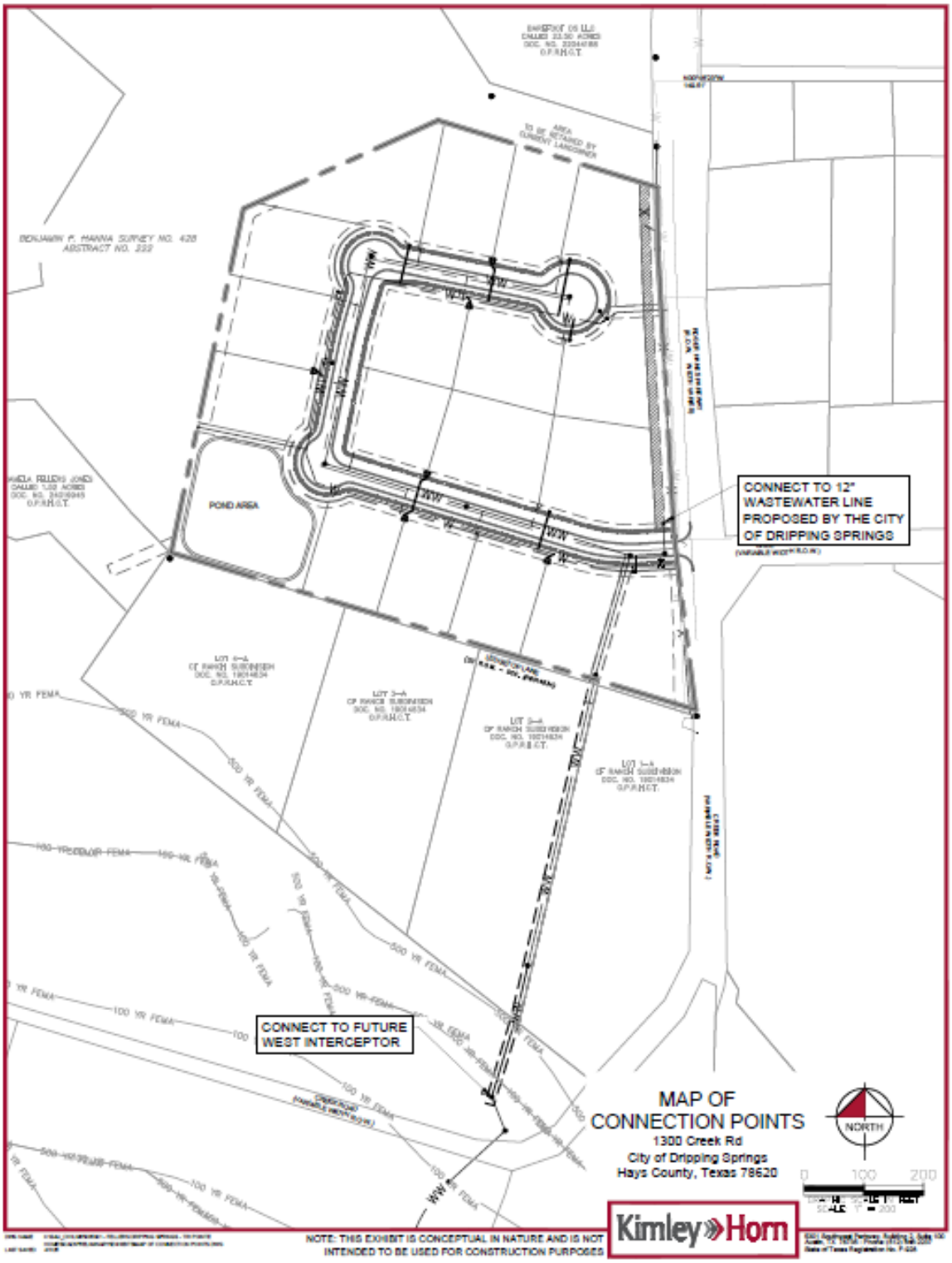


Exhibit D

FORM OF 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 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 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 City as described above, with the usual rights of ingress and egress as 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 City's prior written consent, which 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 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 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 _____, 2026.

GRANTOR:

_____

_____

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

This instrument was executed by _____

before me on this the _____ day of _____, 20____.

_____
Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT “A” OF EASEMENT

Legal Description of Easement Area

[To include a 25-foot (measured at right angles to the pipeline corridor) construction easement for temporary use by the City during installation or repair of the wastewater lines.]

EXHIBIT “B” OF EASEMENT

Drawing of Easement Area

EXHIBIT E

Pump & Haul
Terms of Service

Owner shall comply with the following requirements for conducting pump and haul operations:

1. Owner is responsible for monitoring the pump and haul facilities to ensure there are no overflows of wastewater. A TCEQ licensed wastewater disposal company will conduct pump and haul operations. Owner will provide the City a copy of monthly invoices for pump and haul operations. This should include verification of proper disposal and the total volume of wastewater pumped each month via disposal manifests or similar.
2. If a pump or any other part of a lift station is damaged during the operation of the Pump & Haul facilities, Owner shall repair or replace, at the City's sole discretion, the damage components.
3. Immediately upon completion of pump and haul operation by Owner, Owner is required to clean the lift station wet well and sanitary sewer mains due to solids build up if mains are backed up.
4. Detailed plans signed and sealed by a Texas Licensed Professional Engineer must be submitted and approved by the City. Plans shall include:
    a) All weather access road to final collection site
    b) Calculations of projected flow
    c) It is proposed that new Phase 1 lift station will be used as the pump system for the pump and haul activities. If the float elevations of the proposed design are to be changed from the original design, provide new calculations of storage capacity during peak wet weather flow
    d) Plan and profile of wet well/holding tank and sewer main(s), including maximum design level elevation on profile
    e) If any lines are to be backed up, compute storage volume in the sewer laterals to be backed up
    f) Constant storage tank level monitoring with auto-dialer capabilities

5. Owner shall provide the storage deemed reasonably sufficient by City. If City determines that additional storage is reasonably necessary, owner shall provide such additional storage.

WASTEWATER UTILITY SERVICE AND FEE AGREEMENT

This Wastewater Utility Service and Fee Agreement ("**Agreement**") is between the City of Dripping Springs, a Type A General Law City located in Hays County, Texas ("**City**"), and Tri Pointe Homes Texas, Inc., a Texas corporation authorized to conduct business in Texas ("**Owner**").

RECITALS:

A. Pursuant to that certain Purchase and Sale Agreement dated April 21, 2025 (the "**PSA**"), Owner is presently under contract to purchase approximately +/- 14 acres of property shown in black outline on the attached Exhibit A (the "**Land**") as more particularly described on Exhibit B from Cypress Fork Ranch, L.P. ("**Seller**"), which Land is located wholly within the City and in Hays County, Texas (the "**County**");

B. Owner intends to develop the Land as a residential community with improvements and infrastructure pursuant to a final plat and approved construction plan to be approved by the City (the "**Project**");

C. Pursuant to that certain Wastewater Capacity Reservation ("**Capacity Agreement**") entered into by the City and Seller dated April 4, 2022, the City agreed to reserve eighty (80) wastewater LUEs (defined below) with respect to that certain 54.0822 acre tract owned by Seller in which the Land is included;

D. Pursuant to the PSA, Owner is entitled to an assignment from Seller of eighteen (18) LUE's in the System (defined below) (which eighteen (18) LUEs are taken from the eighty (80) LUEs that were allocated to Seller in the Capacity Agreement) at the closing of the purchase and sale of the Land from Seller to Owner;

E. No sewer collection treatment and disposal system presently exists to serve the Land;

F. Owner desires to receive wastewater service for the Land through the System and to connect to the System;

G. Subject to the terms of this Agreement, the City will allow Owner to receive wastewater service for the Land through the System and to connect eighteen (18) LUEs to the System;

H. This Agreement is necessary to protect the health, safety, and general welfare of the community, to limit the harmful effects of substandard subdivisions.

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 agreement 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 of the date of this Agreement, 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 **Connection Point.** The location where the Offsite Facilities connect to the System as shown on the attached Exhibit C.

1.7 **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, as further described in **§3.2**.

1.8 **Development**. The development on the Land, consisting of improvements and infrastructure to be constructed in accordance with the final plat and approved construction plan.

1.9 **Discharge Permit.** The Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0014488003) which City has obtained from TCEQ.

1.10 **Effective Date**. The date set forth as the Effective Date in **§ 8.13** below.

1.11 **Impact Fees**. Impact Fees adopted by City pursuant to Chapter 395 of the Texas Local Government Code and City Ordinance.

1.12 **LUE**. Living Unit Equivalent of sewer usage, as established from time to time by City Ordinance.

1.13 **Notice**. Notice as defined in **§ 8.2** of this Agreement.

1.14 **Onsite Facilities**. All wastewater facilities, equipment or related improvements necessary to serve the Land between the structures on the Land. To the extent that any lift stations are required to pump the wastewater to the Connection Point, such lift station would be included in the definition of Onsite Facility.

1.15 **Offsite Facilities**. All wastewater facilities, equipment or related improvements necessary to serve the Land and not located on the Land and being located between the Onsite Facilities and the Connection Point.

1.16 **Party**. Individually, City or Owner and any successors and assigns, as permitted by this Agreement.

1.17 **South Regional Wastewater Treatment Plant or "WWTP".** The wastewater treatment facility that is currently authorized by TCEQ Permit No. WQ0014488001 and that is located approximately 0.55 mile east of the intersection of Ranch Road 12 and Farm-to-Market Road 150, as measured along Farm-to-Market Road 150, and from that point, approximately 1,110 feet south of Farm-to-Market Road 150.

1.18 **System**. City's South Regional Wastewater Treatment System, including City's WWTP, the plant and facilities to be constructed pursuant to the Discharge Permit, and all of City-owned collection facilities transporting wastewater to that plant.

1.19 **TCEQ.** Texas Commission on Environmental Quality, or its successor agencies.

1.20 **Unit**. A structure located on the Land that is assigned a wastewater LUE by City.

ARTICLE II
SERVICE TO THE DEVELOPMENT

2.1 **City Wastewater Service**. Notwithstanding anything contained in this Agreement to the contrary, except with regard to the Pump & Haul Facilities, City will be the exclusive provider of wastewater collection and treatment service to the Development through the facilities that will be constructed pursuant to the Discharge Permit in an amount up to eighteen (18) residential LUEs. City will make this retail wastewater service available to the Land upon Owner's construction and connection of the Onsite Facilities and Offsite Facilities to the Connection Point pursuant to this Agreement and upon the construction and operation of the facilities necessary to operate the Discharge Permit facilities. In other words, until the Discharge Permit Facilities are operational and available, the City System will not be available to serve the Land. Additional LUEs will not be made available to the Land except as may be agreed in writing by City from time to time.

2.2 **Initial City Wastewater Service**. Upon approval of final plat(s) and Owner's completion of the Onsite and Offsite Facilities for the Land in accordance with the City Utility Standards, and upon the City's construction and operation of the facilities necessary to operate the Discharge

Permit facilities, City shall make available to the Land, the equivalent flow of eighteen (18) LUE's of wastewater capacity in the System.

2.3 No Commercial Development. Owner does not plan any commercial development on the Land. Amenity center facilities shall not be considered "commercial development" and all LUEs applicable to the amenity center facilities are considered to be residential LUEs.

2.4 Final Plat and Approved Construction Plan. Nothing in this Agreement approves Owner's application for the preliminary or final plats and approved construction plans for the Land, which remains subject to approval under City ordinances and regulations governing such approvals.

ARTICLE III
INFRASTRUCTURE CONSTRUCTION, CONNECTION AND DEDICATION

3.1 Construction Standards. Owner shall construct all Onsite Facilities 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.

3.2 Construction in Phases. The Onsite Facilities and Offsite Facilities may be constructed in separate phases, and as such, the requirements in this Agreement apply separately to each phase.

3.3 Onsite Facilities. Owner is required to fund, construct and install the Onsite Facilities within the Development. Except for individual service connections to dwelling units on the Land, upon acceptance by City, the Onsite Facilities shall be dedicated to City and such facilities shall be owned, operated and maintained by City. The Onsite Facilities are to be built at Owner's sole cost.

3.4 Construction Warranty and Guarantee. Any facilities to be dedicated to City shall have a contract warranty with a guarantee of 2 years, enforceable by 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 City (including the Offsite Facilities) shall: (i) state that the "OWNER" includes Owner and its permitted assigns, including City, and (ii) include the following provision:

"Immediately before the expiration of the two-year guarantee period, the CONTRACTOR shall make an inspection of the Work in the company of the Engineer and Owner. The Engineer and 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 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."

Owner shall provide a copy of the contract to City upon execution, assign the contract to City and shall immediately advise City of any notice it receives under this provision, and send City a copy of the notice as provided in this Agreement.

3.5 Onsite Facilities. Owner is required to construct, install, operate and maintain all Onsite Facilities at its cost until such time as such Onsite Facilities are dedicated to the City. Owner agrees to complete the Onsite Facilities within two years of the City's issuance of the Site Development Permit for the Land.

3.6 Offsite Facilities. Owner is required to construct and install all Offsite Facilities at its cost. Owner agrees to complete the Offsite Facilities within two years of the City's issuance of the Site Development Permit for the Land.

3.7 Construction Plan Review and Approval. City has the right to review and approve all plans and specifications for the Onsite Facilities and Offsite Facilities (jointly herein referred to as the "**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 Facilities with City for review and approval. Construction of the Facilities shall not begin until the plans and specifications have been reviewed and accepted by City for compliance with the construction standards required by this Agreement, a pre-construction conference has been held by Owner's contractor(s) and the City Engineer, and the applicable City fees have been paid. City agrees to provide comments to plans and specifications within twenty (20) days of receipt.

3.8 City Inspections. 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 Facilities, including any connections to onsite structures and to City's System. In addition, Owner or its Contractor shall notify City when the Facilities are ready for final inspection and connection to City's System. If City concurs that construction of the Facilities is substantially complete, then City will schedule a final inspection by City within twenty (20) days. After such final inspection, Owner shall timely correct any punch list items.

3.9 Review and Inspection Fees. Owner shall pay all of the City Engineer's fees for review of plans, and the construction phase(s) and final inspections.

3.10 Connection to the System. After the permanent connection to the System, Owner shall connect all wastewater flows up to 18 LUEs from the Land to the System in compliance with the City's Wastewater Ordinance.

3.11 **Delivery of Drawings**. Owner shall cause to be delivered to City mylar as-built drawings and electronic files for all Onsite Facilities and Offsite Facilities within thirty (30) days after final inspection and approval.

ARTICLE IV
EASEMENTS

4.1 **Onsite Facility Easements**. Owner shall acquire and maintain all easements necessary for Onsite Facilities at no cost to City.

4.2 **Offsite Facility Easements**. Owner shall acquire all easements necessary for Offsite Facilities at no cost to City, provided however that if City has existing easements that can be used for Offsite Facilities, City shall allow their use at no expense to Owner. Owner agrees that it will acquire at its cost such Offsite Facility easement(s) in the location shown in orange on Exhibit A connecting the land to the Western Interceptor. Such easement(s) shall allow for a 12" wastewater line to be constructed, operated and maintained therein. Owner also agrees that it will convey at its cost as an Offsite Facility Easement the easement shown in green on Exhibit A (eastern edge of the Land) to allow for a 12" wastewater line (to be constructed, operated and maintained by City or other wastewater users authorized by City). Prior to serving the land with wastewater service, Owner shall convey provide to City at no cost those Offsite Facility easements described in this Section 4.2 in a form acceptable to City (an example of which is attached hereto as Exhibit D, however the City shall consider other forms which satisfy the express terms of this Section 4.2, specifically easements granted to Owner which may be dedicated or assigned to the City following construction of the Offsite Facilities therein).

4.3 **Easements from Owner**. Owner shall provide to City at no cost such non-exclusive easement or easements, if necessary, to access the Development's private roadways to access Onsite Facilities, Offsite Facilities and Wastewater Facilities, as applicable. Prior to execution of any such easement, Owner agrees that City shall have a reasonable right of access to any roadway or designated trail on the Land for ingress or egress to Onsite Facilities and Offsite Facilities.

ARTICLE V
FEES AND CHARGES

5.1 **Impact Fees.** Upon application to the City for the final plat of the Development, Owner shall pay to City the Impact Fees for all 18 LUEs in the amount specified by Chapter 20, Article 20.02.005 (1) (B) of City's Code of Ordinances (the "Impact Fee Ordinance"). Connection of any structure on the Land to the System is prohibited until Owner pays the Impact Fees as required herein. This Agreement is an agreement providing for the time and method of payment of the Impact Fees. Owner is not entitled to any reimbursement of Impact Fees.

5.2 **Beneficial Reuse Infrastructure**. Rather than provide beneficial reuse infrastructure on the Land, Owner shall pay the amount specified for by Chapter 22, Article 22.06.007 of the City's Code of Ordinances for 18 LUEs upon application to the City for the final plat of the Development.

ARTICLE VI

TERM AND TERMINATION

6.1 **Term**. This Agreement remains in effect so long as City is providing wastewater service to the Development, unless otherwise expired or terminated under this Article VII or otherwise rendered null and void by the terms of this Agreement.

6.2 **Termination for Breach.**

(a) If Owner breaches this Agreement, then City may send a notice of default to Owner. The notice must include a reasonable description of the breach. If Owner fails to cure the breach within 60 days of that notice (including payment of all past-due amounts), then City may send a second notice describing the breach and Owner's failure to cure. Owner's failure to cure the breach within 30 days after the second notice gives City the right to terminate this Agreement by sending a termination notice to Owner. The effective date of the termination will be the date the notice is sent and, as of that date, City will be released from all obligations under this Agreement, and Owner will not receive any refunds of amounts already paid to City under this Agreement. Owner expressly agrees that its forfeiture of such amounts, to be retained by City upon termination under this § 6.2(a), is a reasonable amount of liquidated damages to City for such breach of this Agreement, in addition to actual damages, if any, should Owner improperly connect to or tamper with City's System during construction.

(b) If City breaches this Agreement, Owner may send a notice of default to City. The notice must include a reasonable description of the breach. If City fails to cure the breach within 60 days of that notice, then Owner may send a second notice describing the breach and City's failure to cure. If City's breach is a failure to commence wastewater service to the Development as provided in **§2.1**, and if Owner is not in breach of this Agreement, then City's failure to cure the breach within 30 days after the second notice gives Owner the right to:

(1) require City's specific performance of its express obligations under this Agreement, subject to the other terms of this Agreement including Force Majeure;

(2) such other remedies at law or in equity as may be appropriate in order to remedy the specific breach of the City's obligations under this Agreement; or

(3) terminate this Agreement by sending a termination notice to City and, upon such notice and termination, to receive a refund (without interest) of all Impact Fees and Delayed Connection Fees paid to City under this Agreement. The effective date of the termination will be the date the notice is sent and, as of that date, City will be released from all obligations under this Agreement except its refund obligation under this **§6.2(b)(2)**.

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 City:

City of Dripping Springs, Texas
Attn: City Secretary
P. O. Box 384
Dripping Springs, Texas 78620
FAX: (512) 858-5646

City of Dripping Springs, Texas
Attn: City Administrator
P. O. Box 384
Dripping Springs, Texas 78620
FAX: (512) 858-5646

To Owner:

Tri Pointe Homes Texas, Inc.
Attention: Pat Helgeson
13640 Briarwick Dr., Suite 170
Austin, Texas 78729

Telephone: (512) 718-9073
E-mail: Pat.Helgeson@TriPointeHomes.com

With copy to:

McLean & Howard, L.L.P.
Attention: Michael Cihock
4301 Bull Creek Road, Suite 150
Austin, TX 78731
E-mail: mcihock@mcleanhowardlaw.com

7.3 Assignment. Owner may assign this Agreement, in whole or in part, to (i) another owner of the Land, or (ii) a homeowners association formed by Owner with respect to and for the benefit of the Development without the consent of City provided such assignee agrees to be bound by the obligations contained herein. This Agreement is binding on Owners' successors and assigns, including future owners of any land or structures within the Development.

7.4 Amendment. This Agreement may be amended only with the written consent of Owner (or an applicable assignee of Owner's rights, duties or obligations set out in this Agreement) and approval of the governing body of City.

7.5 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.

7.6 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.

7.7 Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the agreement.

7.8 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 City staff or City Council, such agreement or approval may be withheld or conditioned by the staff or City Council in its sole discretion.

7.9 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

7.10 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.

7.11 Professional Fees. Owner agrees to place funds into City's escrow account, as necessary from time to time, to pay 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.

7.12 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A	Map of the Land
Exhibit B	Legal Description of the Land
Exhibit C	Map of Connection Point
Exhibit D	Form of Easement

7.13 Effective Date. Effective Date. The Effective Date of this Agreement is _____ ____, 202_, however, in the event that Owner, for any reason, fails to close the purchase of, and take fee ownership of the Land on or before December 31, 2028, this Agreement shall terminate, Owner shall deliver all fees and costs due to the City under this Agreement as of such date, and thereafter this Agreement shall be of no further force or effect.

[signatures on following pages]

CITY OF DRIPPING SPRINGS, TEXAS

Attest:

_____ By:_____
_____ Bill Foulds, Mayor
City Secretary

Date:_____

STATE OF TEXAS
COUNTY OF _____

This instrument was executed by Bill Foulds before me on this the _____ day of _____, 2026.

_____
Notary Public, State of Texas

My Commission Expires: _____.

OWNER:

TRI POINTE HOMES TEXAS, INC.,
a Texas corporation

By:_____
Name:_____
Title:_____

STATE OF TEXAS
COUNTY OF _____

This instrument was executed before me on _____, 2026 by _____, _____ of Tri Pointe Homes Texas, Inc. a Texas corporation, on behalf of said corporation.

_____
Notary Public, State of Texas

My Commission Expires: _____.

Exhibit A

Map of the Land

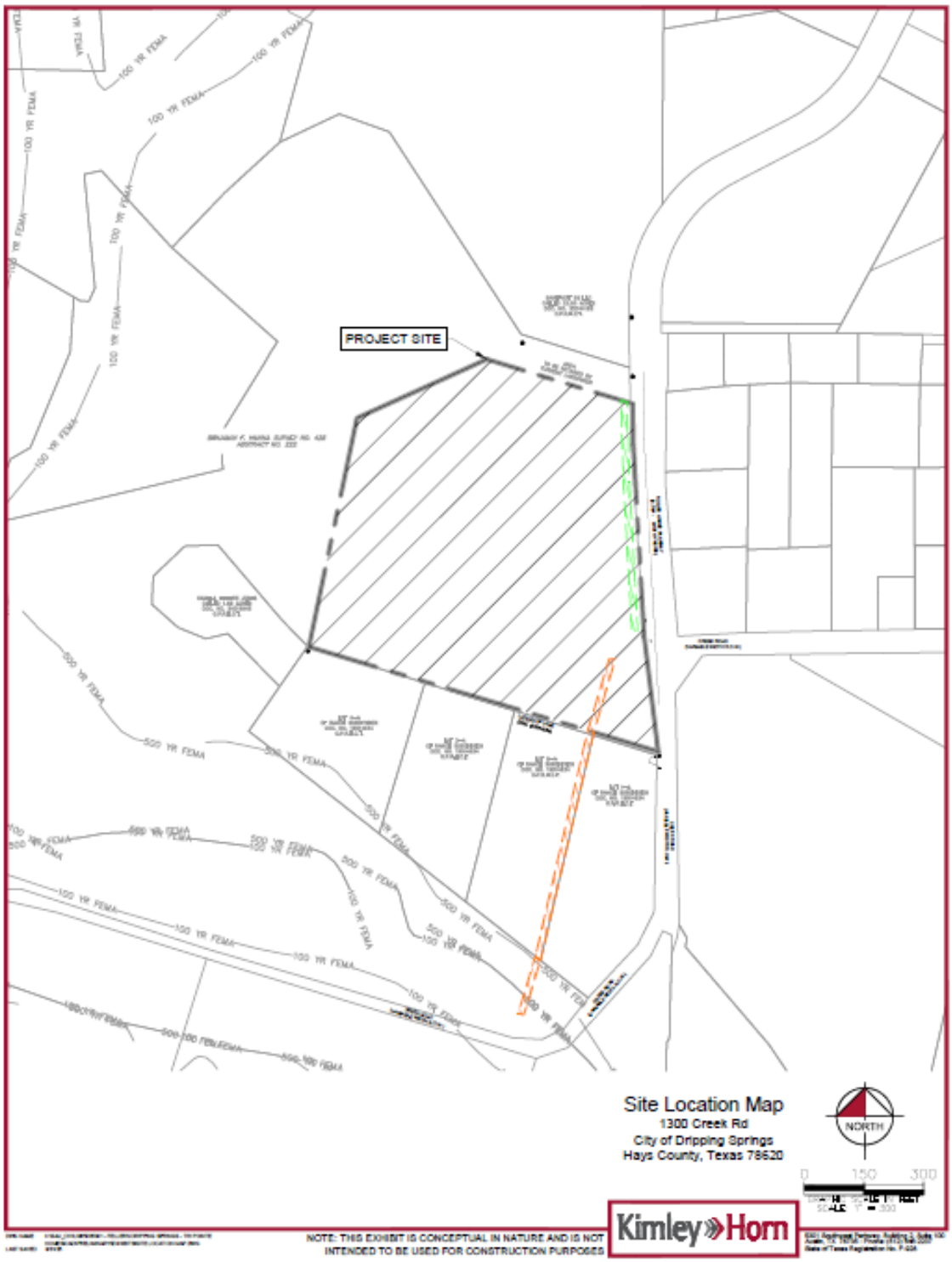


Exhibit B

Legal Description of the Land

DOUCET

7401B Highway 71 West, Suite 160, Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601
Doucetengineers.com

"Exhibit "------"

14.06 Acre Tract
Hays County, Texas

D&A Job No. 24003214.001A
December 1, 2023

METES & BOUNDS DESCRIPTION

BEING A 14.06 ACRE TRACT OUT OF THE BENJAMIN F. HANNAH SURVEY NUMBER 428, ABSTRACT NUMBER 222, HAYS COUNTY, TEXAS, SAID 14.06 ACRE TRACT BEING A PORTION OF A CALLED 111.181 ACRE TRACT, DESCRIBED IN A DEED TO CYPRESS FORK RANCH, L.P., RECORDED IN DOCUMENT NUMBER 11011538 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.]; SAID 14.06 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a blue cap stamped "Holt Carson" found on the west right-of-way line of Roger Hanks Parkway (a variable width right-of-way), being the northeast corner of said 111.181-acre tract, same being the southeast corner of a called 23.50 acre tract conveyed to Barefoot DS LLC, and recorded in Document Number 22044168 [O.P.R.H.C.T.], from which a 5/8-inch iron rod with cap stamped "Staudt" found on the west right-of-way line of said Roger Hanks Parkway, being the east line of said 23.50 acre tract, bears N00°46'23"W, a distance of 149.51 feet;

THENCE with the west right-of-way line of Roger Hanks Parkway and the east line of said 111.181 acre tract, S00°45'47"E, a distance of 68.24 feet to a 1/2-inch iron rod with cap stamped "Doucet" set for the **POINT OF BEGINNING** and northeast corner of the tract described herein;

THENCE, continuing west right-of-way line of Roger Hanks Parkway and the east line of said 111.181 acre tract, the following three (3) courses and distances:

1) S00°45'47"E, a distance of 103.63 feet to a 5/8-inch iron rod found,

2) S03°12'57"E, a distance of 481.94 feet to a 5/8-inch iron rod with cap stamped "Staudt" found, and

3) S07°02'03"E, a distance of 292.40 feet to a 1/2-inch iron rod with cap stamped "Doucet" set for the southeast corner of the tract described herein, from which a 1/2-inch iron rod found on the north right-of-way line of CF Ranch Road (30-foot right-of-way width, recorded in Document Number 19014634, O.P.R.H.C.T.), bears S07°02'03"E, a distance of 10.92 feet;

THENCE departing said west right-of-way line of Roger Hanks Parkway, being the east line of said 111.181 acre tract, over and across said 111.181 acre tract the following four (4) courses and distances:

1) N73°21'05"W, a distance of 918.64 feet to a 1/2-inch iron rod with cap stamped "Doucet" set for the southwest corner of the tract described herein, from which a 1/2-inch iron rod found for the northwest corner of Lot 4-A of said CF Ranch Subdivision, same being an interior ell corner of said 111.181 acre tract, bears S11°37'52"W, a distance of 10.06 feet,

2) N11°53'43"E, a distance of 588.80 feet to a 1/2-inch iron rod with cap stamped "Doucet" set for an angle corner of the tract described herein,

3) N65°38'35"E, a distance of 358.63 feet to a 1/2-inch iron rod with cap stamped "Doucet" set for the northwest corner of the tract described herein, from which a 1/2-inch iron rod with a blue cap stamped "Holt Carson" found for an angle point in the north line of said 111.181 acre tract, being the south line of said 23.50 acre tract, bears N65°38'55"E, a distance of 98.43 feet, and

CONTINUED ON NEXT PAGE

DOUCET

7401B Highway 71 West, Suite 160, Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601
Doucetengineers.com

"Exhibit "------"

4) S73°01'43"E, a distance of 384.58 feet to the **POINT OF BEGINNING** containing 14.06 acres, more or less.

Basis of bearing is the Texas Coordinate System, South Central Zone [4204], North American Datum 1983 (NAD83), 2011 adjustment (epoch 2010). All coordinate values and distances shown are grid values and may be converted to surface by using the surface adjustment factor of 1.00002409.
U.S. survey feet.

I, Joshua P. Armendariz, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground.

12/01/2023
Date

Joshua P. Armendariz
Registered Professional Land Surveyor
Texas Registration No. 6822
Doucet & Associates
JArmendariz@Kleinfelder.com
TBPELS Firm Registration No. 10194551



Exhibit C

Map of Connection Points

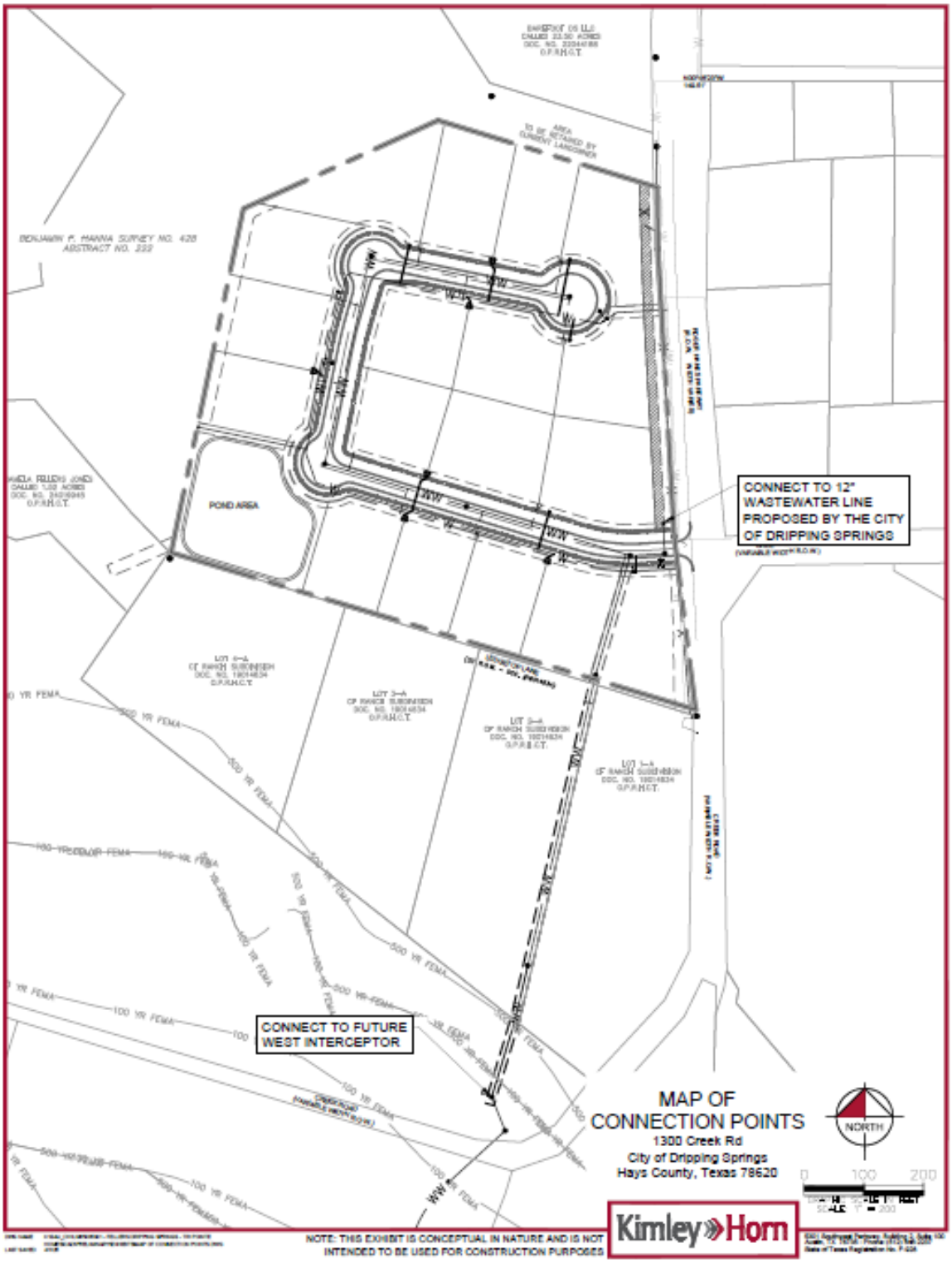


Exhibit D

FORM OF 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 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 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 City as described above, with the usual rights of ingress and egress as 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 City's prior written consent, which 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 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 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 _____, 2026.

GRANTOR:

_____

_____

By:_____

Name:_____

Title:_____

STATE OF _____

COUNTY OF _____

This instrument was executed by _____

before me on this the _____ day of _____, 20____.

_____
Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT “A” OF EASEMENT

Legal Description of Easement Area

[To include a 25-foot (measured at right angles to the pipeline corridor) construction easement for temporary use by the City during installation or repair of the wastewater lines.]

EXHIBIT “B” OF EASEMENT

Drawing of Easement Area

From: Daniel Syptak [redacted]
Date: Friday, June 5, 2026 at 11:11 AM
To: Taline Manassian <TManassian@cityofdrippingsprings.com>
Subject: Pump and Haul - Tri Pointe project at CF Ranch

Hi Taline,

I would like to express concern regarding the pump-and-haul request for Tri Pointe's development project at the Cypress Fork Ranch property.

I am the property owner who granted Tri Pointe the wastewater easement for that development, located at 153 Ledgetop Ln. After watching this week's council meeting and discussion regarding the potential pump-and-haul approval, I now have considerable concern and grantor remorse.

When Tri Pointe requested an easement from my wife and I, we granted it with the understanding that the wastewater line and development would happen quickly, and that we would be given access to that wastewater line for use in the home we are nearly finished building. We were under the impression that line would be used for those 12-18 houses alone, and would only require a modest size line with minimal impact to our lot. We were not made aware that this would become a major waste line for other developments such as the New Growth development at the top of the road, nor that this might become a longer, more disruptive project.

Our biggest concern however, is the pump-and-haul requirements. In all our conversations with Tri Pointe, we were not made aware that pump-and-haul would be a major part of this project, nor were we aware of the realities it might entail. Had we known that pump trucks would be pulling up to our gate daily, for potentially years, or that this project would mean several years of trucks, noise, and most importantly the potential smell or environmental aspects of pump-and-haul services, we would not have granted the easement. We have three young children who will spend the next several years playing next to this pump site, and I cannot imagine a worse nightmare for our new home.

I'm a 7th generation Texan. My family has been in this area since the 1830s. My several times great-grandfather was the first chaplain of the Texas Republic. The area has come a long ways since then, and I fully understand that growth is inevitable. Development is a constant, never-ending process. Those facts make it all the more important to ensure growth happens responsibly, slowly, and over time as infrastructure becomes ready - not before.

There is no need to rush waste access to Tri Pointe. If they are serious about developing in this community, they can do it the right way, and remain patient like the rest of us. They are a $3.5B company looking for communities across the nation they can profit from. Don't feel pressured to approve pump-and-haul services and rush the project just because of the fear, uncertainty, or doubt about what happens if they pull out of this very small project. If they back out, the land will still remain incredible valuable to many more future homeowners, investors, or others looking to make Dripping Springs their home.

Our neighbors beside us agree and ask that you deny the request for Plan A, and the approval for pump-and-haul services. Thank you for considering our position on the matter - my family, my kids and this community!

Best Regards,
Daniel

[redacted]
Daniel Syptak
[redacted]
e[redacted]

Hi Bill,

I wanted to reach out and express my concerns regarding the pump and haul proposal for the Tri Pointe development.

As a nearby property owner, I share many of the same concerns that my neighbor Daniel raised. The idea of a pump and haul operation potentially remaining in place until 2028 or beyond does not seem like an appropriate long-term solution.

My wife and I have three young children who ride their bikes and play throughout our neighborhood, right near the proposed location. The thought of years of increased truck traffic, noise, and the potential impacts that come with a pump and haul operation is concerning to us as a family and as residents of this community.

I understand that growth is coming to Dripping Springs and that development is inevitable. However, I believe growth should follow infrastructure, not precede it. If permanent wastewater infrastructure is not yet available, I do not believe a temporary solution that could remain in place for several years is the right path forward.

I respectfully ask that the City Council deny the pump and haul request and require a permanent wastewater solution before the development proceeds.

Thank you for your time and consideration.

Best,

Dade Shields

[redacted]



18-Lot Temporary Pump & Haul

Feller's Tract

Timeline and Why P&H is Being Requested

Project Timeline & Considerations

- **April 2022:** Feller's granted the City a critical wastewater easement for the Western Interceptor in exchange for an allocation of **80 LUEs**, providing long-term benefit to the City and its residents.
- **April 11 +/- 2025:** The Texas Supreme Court upheld the City's discharge permit, allowing the City's wastewater treatment plant project to move forward.
- **April 21, 2025:** Tri Pointe entered into a contract to purchase the 14-acre property. At that time the understanding that the City's wastewater treatment plant was anticipated to be operational in late **2027**, before the first residents would occupy the community.
- **Project schedules have since shifted**, creating the need for a temporary pump-and-haul solution.

Why Pump-and-Haul is Appropriate

- **Temporary need:** The City's wastewater treatment plant is anticipated to be commissioned in **late 2028**. With first home occupancies not expected until **early 2028**, pump-and-haul would only be needed during the interim period—**anticipated to be less than 12 months**.
- **Minimal operational impact:** The development includes only **18 homes**, at full buildout. Pump trucks will be comparable to typical septic service vehicles, with wastewater stored in a single enclosed container, potentially equipped with odor mitigation measures.

City Benefit and Considerations

City Benefits

- Tri Pointe has secured a third-party wastewater easement that follows the City's preferred alignment to the north from the interceptor in private easements (TPH, neighbor, and expanded Feller's easement area).
- Without this easement, the City would likely need to acquire additional right-of-way, exercise condemnation authority, or rely on a future developer to secure the same easement, which would be extremely unlikely.
- The easements preserves a future wastewater corridor that will improve connectivity and expand access to City wastewater service for future development.

Considerations

- Regardless of the Council's decision, its likely that at least 1 City resident will be disappointed by either option for approval.
- Feller's have waited more than **four years** to utilize the **80 LUEs** granted in exchange for the City's wastewater easement and, without pump-and-haul, would face an additional delay of at least **18+ months**.
- Approval allows the City to realize the value of the easement already secured while enabling a low-density, 18-home development to move forward.
- Although Feller's hold an allocation of **80 LUEs**, the proposed development includes only **18 homes**, reflecting a deliberate decision to pursue a lower-density project which benefits neighbors and aligns with the City's preferred vision for the property.

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Emily Nelson, Assistant Director of Parks & Community Services

Council Meeting Date: 7/7/2026

Agenda Item Wording: **Discussion and possible action to approve an Agreement between the City of Dripping Springs and Ice Rink Events to provide the equipment, installation and removal of a temporary, holiday-season ice skating rink at Dripping Springs Ranch Park to operate from November 27, 2026 - January 5, 2027.**

Sponsor: Council Member Sherrie Parks

Agenda Item Requestor: Emily Nelson

Summary/Background:

Background

Since 2023, the City of Dripping Springs has partnered with Ice Rink Events to provide the seasonal Western Wonderland Ice Rink at Dripping Springs Ranch Park. The attraction has become a signature holiday destination for residents and visitors, providing seasonal recreation, family entertainment, and economic activity during the winter months.

The proposed Agreement with Ice Rink Events provides for the equipment rental, installation, maintenance support, and removal of a temporary ice skating rink at Dripping Springs Ranch Park for the 2026–2027 holiday season. The proposed rink size is approximately 60 feet by 120 feet. Installation is scheduled for November 23–27, 2026, with public operations beginning November 27, 2026, and continuing through January 5, 2027. Removal of the rink is scheduled for January 6–12, 2027.

Under the agreement, Ice Rink Events will provide the rink system, refrigeration equipment, dasher boards, ice maintenance equipment, rental skates, skate aids, installation and removal labor, project management, and ongoing professional support throughout the operating season.

Financial Impact

The total cost for the ice rink equipment rental and professional services is $179,955. Ice Rink Events has offered a discounted contract price of **$171,385**, representing a savings of $8,570. Payment terms include a 50% non-refundable retainer due upon contract execution, 25% due September 1, 2026, and the remaining 25% due December 20, 2026.

Historical Performance and Cost Recovery

Western Wonderland has demonstrated significant financial improvement since its inaugural season. While revenues have remained relatively stable, operating expenses have decreased substantially through operational efficiencies and expense management.

The proposed 2026-2027 agreement continues an event that has shown significant financial improvement over the past three seasons. Cost recovery increased from 51.4% in 2023 to 71.5% in 2025, while operating expenses decreased by 30.7%. The City's subsidy requirement declined from $144,535.99 to $58,651.07, demonstrating substantial progress toward long-term financial sustainability.

- **2023:** Revenue $153,058.48 | Expenses $297,594.47 | Cost Recovery 51.4%
- **2024:** Revenue $157,201.74 | Expenses $256,213.82 | Cost Recovery 61.4%
- **2025:** Revenue $147,442.36 | Expenses $206,093.43 | Cost Recovery 71.5%

Optional Ice Bumper Car Attraction

The agreement also includes an optional enhancement consisting of ten (10) ice bumper cars. The bumper car package is available at a cost of **$1,400 per operating day**, plus an estimated **$3,800 freight charge**. The City may elect to add this attraction at a later date based on budget availability, sponsorship support, or operational considerations. Ice bumper cars provide an additional family-friendly activity that can increase attendance and generate supplemental revenue opportunities.

Attachments: Updated Ice Rink Events Service Proposal 2026-2027

Next Steps/Schedule: If approved, execute agreement.

WINTER WONDERLAND SERVICES AGREEMENT

This **Winter Wonderland Services Agreement** ("**Agreement"**) is entered into effective as of **_____,** (the "**Effective Date"**), by and between the **City of Dripping Springs, Texas**, a Texas general law municipality (the "**City"**), and **IRA Rinks South, LLC**, **d/b/a Ice Rink Events** (the "**Contractor**"). The City and Contractor may be referred to individually as a "**Party"** and collectively as the "**Parties"**.

Recitals

A. The City desires to obtain equipment rental, installation, maintenance support, professional services, and removal services for a temporary holiday-season ice skating rink at Dripping Springs Ranch Park for the 2026-2027 season.

B. Contractor represents that it has the skill, experience, personnel, equipment, materials, insurance, licenses, and resources necessary to perform the Agreement.

C. Contractor submitted a service proposal dated May 23, 2026 for the Dripping Springs holiday ice rink project, including an optional ice bumper car attraction. The City accepts the proposal only to the extent expressly incorporated into this Agreement and only for scope, schedule, pricing, equipment, and project-detail purposes. The Parties acknowledge that prior City ice rink agreements involved IRE Crown Rinks, LLC and IRA Rinks South, LLC, including an assignment and assumption transaction for prior-season contract rights and obligations; this Agreement is a new agreement for the 2026-2027 season and supersedes prior agreements for the subject matter of this Agreement except to the extent a prior obligation expressly survives by its terms.

D. The Parties intend for this Agreement to provide City-appropriate terms, protect public funds, preserve the City's governmental discretion and legal protections, and subordinate any Contractor quote, proposal, invoice, online term, or other vendor document to this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Services and Scope of Work

1.1 Engagement

The City engages Contractor to provide the equipment, installation, maintenance support, professional services, and removal services necessary for a temporary holiday-season ice skating rink at **Dripping Springs Ranch Park** for the 2026-2027 season, together with related goods, equipment, services, and work described in this Agreement (the **Services** or **Work**).

1.2 Project Site

The Services and Work shall be performed at **Dripping Springs Ranch Park, 1042 Event Center Drive, Dripping Springs, Texas 78620**, or at such other City-authorized location as the City approves in writing.

1.3 Base Rink Scope

Contractor shall provide the equipment, services, supervision, labor, and support necessary to install, support, and remove a temporary ice skating rink. The base rink scope includes, at minimum:

1. project management and advance coordination with the City and other third-party vendors;
2. pre-event design services;
3. ongoing professional support services and visits during the event;
4. dasher board railing system;
5. modular rink piping grid system;
6. refrigeration system, pumps, hoses, and expansion tank;
7. ice maintenance equipment and ice resurfacer;
8. new rental ice skates and racks, cleaned, sharpened, and ready to skate;
9. skate aids;
10. general carpentry and finish-out of rink perimeter;
11. framed cover over rink header and grey-black turf carpet to finish the rink perimeter/deck;
12. rubber floor mats for skate change area; and
13. professional supervision and all general labor for installation and removal.

1.4 Estimated Rink Size

The estimated rink size is approximately **60 feet by 120 feet**. Any material change in rink size, location, site footprint, utility requirements, operating assumptions, price, or schedule must be approved in writing by the City.

1.5 Contractor Furnishing Obligation

Except for City responsibilities expressly stated in this Agreement, Contractor shall furnish all labor, supervision, personnel, materials, supplies, equipment, tools, transportation, licenses, permits, insurance, coordination, incidentals, and services necessary or customarily required to perform the Services and Work, whether or not expressly identified as a separate pay item.

1.6 Schedule

Contractor shall perform the Services and Work according to the following anticipated schedule:

Project Phase	Anticipated Dates
Installation	November 23, 2026 through November 27, 2026
Public operating season	November 27, 2026 through January 5, 2027
Removal	January 6, 2027 through January 12, 2027

Time is of the essence for installation, operating-season support, and removal. Contractor shall promptly notify the City of any condition that may affect timely installation, opening, operation, support, or removal.

1.7 City Responsibilities

The City shall be responsible for the following, subject to City budget, staffing, facility, and operational discretion:

1. providing the same power made available for the 2025-2026 season for the ice rink;

2. providing the same footprint and level site made available for the 2025-2026 season;

3. providing an allowance for chiller placement in close proximity to the electrical connection;

4. providing a continuous water supply immediately adjacent to the ice resurfacer for setup and daily operation;

5. providing a forklift for installation and removal;

6. providing holiday decorations and lighting as desired by the City;

7. providing ambient lighting as needed;

8. providing a sound/P.A. system for music entertainment and announcements, if desired by the City;

9. providing an enclosed tent or kiosk for skate-rental operations;

10. providing general security presence;

11. coordinating required permits and licenses, with Contractor to reasonably assist the City;

12. providing signs and graphics, using Contractor-provided text as approved by the City;

13. providing two double-bed hotel rooms for Contractor's installation and removal periods, if approved by the City and included within the Payment Cap or separately authorized in writing; and

14. providing event operations and management, except for Contractor's rink-equipment, installation, support, and removal obligations expressly stated in this Agreement.

1.8 **Optional Ice Bumper Car Services**

The City may, in its sole discretion, elect to add an optional ice bumper car attraction consisting of rental of ten (10) ice bumper cars, freight, delivery, and related support (the **Optional Bumper Car Services**). The Optional Bumper Car Services are not included in the Base Contract Price and are not authorized unless and until the City issues a written notice, amendment, change order, purchase order, or other written authorization signed by an authorized City representative and approved as required by law and City policy.

If the City authorizes the Optional Bumper Car Services, Contractor shall provide ten (10) ice bumper cars at a daily rental rate of **$1,400 per operating day**, plus freight not to exceed **$3,800** unless otherwise approved in advance in writing by the City. The City may determine the operating dates, hours, and duration for the Optional Bumper Car Services. The City may elect fewer operating days than the full rink operating season.

1.9 Additional City Responsibilities if Bumper Cars Are Authorized

If the City authorizes the Optional Bumper Car Services, the City shall provide, subject to operational feasibility and written coordination with Contractor:

1. 110-volt power for ice bumper car chargers; and
2. reasonable access to the rink and storage area for the ice bumper cars.

1.10 Attachments

The following attachments are incorporated into this Agreement only to the extent expressly stated and only to the extent they do not conflict with this Agreement:

1. Attachment A - Scope of Work and Contractor Proposal; and
2. Attachment B - Insurance Requirements.

1.11 Contractor Proposal Limited Incorporation

Contractor's proposal, quote, estimate, bid, statement of work, or other Contractor document is incorporated solely to describe the accepted scope, pricing, schedule, equipment, specifications, or factual project details. No legal, risk-allocation, payment, limitation-of-liability, indemnity, venue, arbitration, warranty-disclaimer, confidentiality, online, or other vendor term is incorporated unless expressly stated in this Agreement or in a written amendment signed by an authorized City representative and approved as required by law and City policy.

2. Performance Requirements

2.1 Standard of Care

Contractor shall perform the Services and Work in a timely, safe, courteous, professional, and workmanlike manner consistent with applicable law, the Contract Documents, City policies applicable to the project, and the degree of care, skill, diligence, judgment, and quality ordinarily exercised by qualified contractors performing similar services under similar circumstances in Texas.

2.2 Materials and Equipment

Contractor shall use only materials, goods, tools, machinery, equipment, and supplies of suitable quality, free from defect, fit for their intended purpose, and compliant with all applicable specifications, manufacturer requirements, codes, standards, and laws.

2.3 City Authorization and Control

Contractor shall perform only Services, Work, expenditures, changes, or commitments authorized by the City Council, City Administrator, City Attorney, or another person designated in writing by the City. Contractor shall not commit the City to any transaction, legal position, expenditure, schedule, concession, change, or document without appropriate City authorization.

2.4 Permits and Licenses

Contractor shall obtain, maintain, and comply with all permits, licenses, approvals, registrations, certifications, and qualifications required to perform Contractor's obligations under this Agreement, unless this Agreement expressly states that the City will obtain a specific permit or approval. Contractor shall reasonably assist the City in coordinating permits and licenses identified as City responsibilities.

2.5 Subcontractors

Contractor may not assign, delegate, subcontract, or transfer the whole or any material part of its obligations without the City's prior written consent. Contractor remains fully responsible for the acts, omissions, performance, payment, safety, compliance, insurance, and work of all subcontractors, suppliers, employees, agents, and persons performing under or through Contractor.

2.6 Site Access and Safety

Contractor is responsible for the safety, supervision, means, methods, and precautions of Contractor's employees, subcontractors, suppliers, agents, invitees, and all persons for whom Contractor is responsible. Contractor shall comply with all applicable safety laws, regulations, standards, and City site requirements. Contractor shall promptly notify the City of any unsafe condition, accident, injury, property damage, utility damage, equipment failure, ice-condition issue, or other incident occurring in connection with the Services or Work.

2.7 Protection of Property

Contractor shall protect City property, public property, utilities, adjacent property, improvements, landscaping, facilities, equipment, and persons from damage or injury arising out of or relating to Contractor's performance. Contractor shall promptly repair or restore damage caused by Contractor or persons for whom Contractor is responsible at no additional cost to the City.

2.8 Cleanup and Removal

Contractor shall keep the work area reasonably clean and free from waste, debris, hazards, and excess materials. Upon completion of removal, Contractor shall remove all Contractor waste, tools, equipment, surplus materials, and temporary facilities and shall restore affected areas to the condition required by this Agreement, ordinary wear and tear from City-authorized public use excepted.

2.9 **Compliance with Laws**

Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, rules, orders, codes, permit requirements, funding requirements, procurement requirements, safety requirements, and City policies applicable to the Agreement.

3. Compensation and Payment

3.1 Base Contract Price and Payment Cap

For the Base Rink Scope, the City shall pay Contractor a firm fixed price of **$171,385** (the **Base Contract Price**). The City's total payment obligation for the Base Rink Scope shall not exceed **$171,385** unless an increase is approved in advance by written amendment, change order, or task authorization signed by an authorized City representative and approved as required by law and City policy.

If the City authorizes Optional Bumper Car Services, the Payment Cap shall increase only by the amount expressly authorized in writing for those Optional Bumper Car Services.

3.2 Firm Fixed Price

Except for Optional Bumper Car Services or other written City-authorized changes, the Base Contract Price is firm, fixed, and inclusive of all labor, materials, equipment, supplies, tools, transportation, supervision, overhead, profit, insurance, fees, charges, and incidentals necessary to perform the Agreement. Contractor assumes the risk of cost increases, including increases in labor, materials, fuel, transportation, tariffs, duties, taxes, supplier costs, subcontractor costs, market conditions, and similar matters. No price escalation, surcharge, fuel charge, material escalation, tariff charge, or similar increase is payable unless expressly approved in advance in writing by the City.

3.3 Payment Schedule

Subject to this Agreement, receipt of complete and accurate invoices, City approval, and applicable law, the City shall pay the Base Contract Price according to the following schedule:

Payment	Amount	Due Date / Milestone
First payment	$85,692.50	Upon contract execution and receipt of a complete and accurate invoice
Second payment	$42,846.25	September 1, 2026, subject to receipt of a complete and accurate invoice

Final payment	$42,846.25	December 20, 2026, subject to receipt of a complete and accurate invoice and Contractor's continuing compliance with this Agreement

The City's inclusion of the first payment schedule above constitutes approval of that payment structure only for this Agreement and does not approve any Contractor term that makes City payments non-refundable, imposes a penalty, limits City remedies, or requires payment for nonconforming, unperformed, unauthorized, or rejected Services or Work.

3.4 Optional Bumper Car Pricing

If authorized in writing by the City, Optional Bumper Car Services shall be billed at **$1,400 per operating day** for ten (10) ice bumper cars, plus freight not to exceed **$3,800**, unless the City approves different pricing in advance in writing. Contractor shall invoice Optional Bumper Car Services separately or as a separate line item identifying the authorized operating dates, daily charges, freight, and written City authorization.

3.5 Reimbursable Expenses

Reimbursable expenses are payable only if expressly authorized by this Agreement or approved in advance in writing by the City. Reimbursable expenses must be reasonable, actual, necessary, documented, and incurred directly in performing authorized Services or Work. Unless approved in writing, the City shall not pay markups, administrative charges, overhead charges, internal processing fees, late fees, finance charges, cancellation fees, or expenses not supported by receipts or equivalent documentation.

3.6 Invoices

Contractor shall submit invoices in sufficient detail for the City to verify the Services or Work performed, dates of performance, quantities, personnel, rates, reimbursable expenses, project location, applicable task authorization, and contract provision supporting the requested payment. Contractor shall include supporting documentation reasonably requested by the City.

3.7 Invoice Rejection and Correction

The City may reject any invoice that is incomplete, inaccurate, unsupported, unauthorized, inconsistent with this Agreement, submitted before completion of a required milestone, or otherwise disputed in good faith. The City shall provide notice of the reason for rejection, and Contractor shall correct and resubmit the invoice. The payment period for rejected or disputed amounts begins upon the City's receipt of a complete, accurate, corrected invoice.

3.8 Payment Timing

Subject to the Texas Prompt Payment Act, applicable law, the City's payment procedures, and the City's right to reject or dispute invoices, the City shall pay undisputed amounts within the time required by law after receipt of a complete, accurate, and approved invoice.

3.9 Sales Tax Exemption

The City is exempt from payment of sales, use, rental, and certain excise taxes to the extent provided by Texas law. Contractor shall not include such taxes in any invoice or request for payment. The City shall reasonably cooperate with Contractor by providing documentation of the City's tax-exempt status upon request.

3.10 No Individual Liability

No elected official, officer, employee, volunteer, representative, attorney, or agent of the City has personal liability for any amount owed or alleged to be owed under this Agreement.

3.11 Appropriation and Funding

This Agreement is subject to the City's budgeting, appropriation, and funding requirements. The City does not waive any constitutional, statutory, charter, budgetary, fiscal, debt, or appropriation limitation. If funds are not lawfully appropriated or otherwise made available for this Agreement, the City may terminate the Agreement without penalty, further obligation, or liability for amounts not earned before termination.

4. Inspection, Acceptance, Warranty, and Corrective Work

4.1 Inspection

The City has the right to inspect, test, review, monitor, and reject goods, services, work, materials, equipment, deliverables, and performance under this Agreement. The City's failure to inspect, test, discover, object to, or reject defective or nonconforming work does not relieve Contractor of any responsibility or liability.

4.2 Acceptance

Final acceptance occurs only upon the City's written acceptance after completion of all required Services, Work, deliverables, punch-list items, closeout requirements, corrections, and required documentation. Payment, use, occupancy, inspection, public operation, or partial acceptance does not constitute final acceptance of defective, incomplete, unsafe, or nonconforming work and does not waive any City right or remedy.

4.3 Corrective Work

Contractor shall promptly correct, repair, replace, or reperform defective, incomplete, rejected, unsafe, or nonconforming goods, services, work, materials, equipment, or deliverables at no additional cost to the City. If Contractor fails to timely commence or complete corrective work after notice, the City may perform or cause others to perform the corrective work and may recover all resulting costs from Contractor, including by offset or other available remedy.

4.4 General Warranty

Contractor warrants that all goods, services, work, materials, equipment, and deliverables furnished under this Agreement shall conform to the Contract Documents, be free from defects, be fit for the City's stated purpose, be performed in a good and workmanlike manner, and comply with applicable laws, codes, standards, specifications, and manufacturer requirements.

4.5 Warranty Period

Unless a longer period is stated in Attachment A, Attachment B, manufacturer documentation, or applicable law, Contractor warrants all labor, materials, equipment, goods, and work furnished under this Agreement for a period of one (1) year after the City's final written acceptance. Upon notice of a covered defect during the warranty period, Contractor shall promptly correct the defect at no additional cost to the City.

4.6 Manufacturer Warranties

Contractor shall assign or make available to the City all manufacturer, supplier, and subcontractor warranties applicable to goods, materials, equipment, systems, software, or components furnished under this Agreement. Contractor shall not take any action that voids, limits, or impairs such warranties.

5. Changes in Work

5.1 Written Change Required

No alteration, deviation, extra work, additional service, substitution, or change in scope, price, schedule, deliverable, material, equipment, or other obligation shall be performed or payable unless authorized by a written change order, amendment, or task authorization signed by an authorized City representative and approved as required by law and City policy.

5.2 Unauthorized Work

Contractor performs unauthorized work at its own risk and expense. The City is not obligated to pay for goods, services, work, materials, expenses, or deliverables not authorized in accordance with this Agreement.

5.3 City Right to Reduce or Modify Scope

The City may reduce, delete, suspend, or modify portions of the Services or Work by written notice or written change order. Contractor shall not be entitled to lost profits, unabsorbed overhead, or damages for work not performed due to a City-directed reduction, deletion, suspension, or modification.

6. Insurance

6.1 Required Coverage

Contractor shall, at its sole expense, obtain and maintain during the term of this Agreement and any renewal, extension, warranty period, or completed-operations period required by this Agreement, insurance coverage in the types and amounts stated in Attachment B or otherwise required by the City.

6.2 Baseline Coverage

Unless the City approves different requirements in writing, Contractor shall maintain:

1. workers' compensation insurance as required by Texas law, if Contractor has employees;

2. commercial general liability insurance with minimum limits of $1,000,000 per occurrence for bodily injury, personal injury, and property damage and $2,000,000 products-completed operations aggregate;

3. automobile liability insurance with a minimum combined single limit of $500,000 for owned, hired, and non-owned vehicles used in connection with this Agreement; and

4. umbrella/excess liability insurance with minimum limits of $6,000,000 per occurrence and $6,000,000 aggregate, or other limits approved in writing by the City based on event operations, public use, equipment installation, or optional bumper car services.

6.3 Additional Insured and Waiver of Subrogation

To the extent applicable to the coverage and commercially available, the City, its officers, officials, employees, agents, and volunteers shall be named as additional insureds on Contractor's commercial general liability, automobile liability, umbrella/excess liability, and other applicable policies. Contractor's policies shall provide a waiver of subrogation in favor of the City, its officers, officials, employees, agents, and volunteers to the extent covered by insurance and commercially available.

6.4 Certificates and Endorsements

Contractor shall provide certificates of insurance and, upon request, endorsements or other evidence of required coverage before commencing performance, upon renewal or replacement of coverage, and upon City request. Certificates must be issued by insurers authorized to transact business in Texas and rated at least "A" by AM Best or an equivalent rating service, unless otherwise approved by the City.

6.5 Notice of Cancellation or Material Change

Contractor shall cause its insurance policies to provide prior written notice to the City of cancellation, non-renewal, or material reduction in coverage to the extent available from the insurer. If insurer-provided notice is not available, Contractor shall provide written notice to the City promptly upon learning of any cancellation, non-renewal, lapse, or material reduction in required coverage.

6.6 Insurance Not Limitation

Insurance requirements do not limit Contractor's liability, indemnity obligations, warranty obligations, or other responsibilities under this Agreement. Contractor remains responsible for losses, claims, damages, liabilities, costs, and expenses within deductibles, self-insured retentions, exclusions, uninsured amounts, or amounts exceeding policy limits.

7. Indemnity, Immunity, and Risk Allocation

7.1 No City Indemnity

The City does not indemnify, defend, or hold harmless Contractor or any other person. Any provision in any proposal, quote, invoice, order form, online term, attachment, or other document requiring the City to indemnify, defend, or hold harmless Contractor or any other person is rejected, void, and unenforceable.

7.2 No Waiver of Immunity

Nothing in this Agreement waives, limits, or impairs any governmental immunity, sovereign immunity, official immunity, statutory cap, limitation of liability, defense, privilege, or other protection available to the City, its officers, officials, employees, agents, attorneys, or volunteers under Texas law or other applicable law.

7.3 Contractor Indemnity

To the fullest extent permitted by law and without waiving any immunity or defense available to the City, Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, employees, agents, attorneys, and volunteers from and against claims, damages, losses, liabilities, fines, penalties, costs, and expenses, including reasonable attorney's fees and defense costs, to the extent arising out of or resulting from Contractor's negligence, recklessness, willful misconduct, violation of law, infringement or misappropriation of third-party rights, breach of this Agreement, or acts or omissions of Contractor or any person or entity for whom Contractor is responsible.

7.4 Contractor Assumes Risk

Contractor assumes all risk of loss, injury, or damage to Contractor's personnel, subcontractors, suppliers, equipment, tools, materials, and property arising out of or relating to Contractor's performance, except to the extent caused by the City's gross negligence or willful misconduct.

7.5 Consequential Damages

Neither Party shall be liable to the other for special, consequential, indirect, punitive, or exemplary damages, except that this limitation does not limit Contractor's indemnification obligations, confidentiality obligations, intellectual property obligations, payment obligations, insurance obligations, warranty obligations, or liability for willful misconduct, fraud, knowing violation of law, or unauthorized use or disclosure of City data or confidential information.

8. Records, Public Information, and Confidentiality

8.1 Records

Contractor shall maintain complete and accurate records relating to this Agreement, including records of services performed, work completed, invoices, expenses, payments, subcontractors, communications, approvals, deliverables, insurance, compliance, and other records reasonably necessary to verify performance and payment. Contractor shall retain such records for the period required by applicable law, funding requirements, this Agreement, or City policy, whichever is longer.

8.2 Audit and Inspection Rights

The City may, upon reasonable notice and during normal business hours, inspect, copy, and audit Contractor's records relating to this Agreement and amounts billed to or paid by the City. If an audit reveals an overpayment, unsupported charge, unauthorized charge, or noncompliant billing, Contractor shall promptly refund the amount or the City may offset the amount against amounts otherwise due.

8.3 Texas Public Information Act

Contractor acknowledges that records relating to this Agreement may be subject to the Texas Public Information Act, Texas Government Code Chapter 552, and other laws governing public records and governmental transparency. Contractor shall cooperate with the City in responding to public information requests, subpoenas, audits, investigations, regulatory requests, or court orders relating to this Agreement.

8.4 City Controls Public Information Responses

The City retains sole authority to determine how the City will respond to public information requests, including whether information is subject to disclosure or whether an exception should be requested from the Texas Attorney General. Contractor shall not independently release City records, City data, confidential information, privileged information, or non-public information unless authorized by the City or required by law after notice to the City.

8.5 Confidential Information

Contractor shall protect confidential, privileged, security-sensitive, personal, financial, proprietary, utility, infrastructure, law-enforcement-sensitive, cybersecurity-sensitive, and non-public City information obtained in connection with this Agreement. Contractor shall use such information only to perform this Agreement or as otherwise authorized by the City or required by law.

8.6 City Materials and Deliverables

Upon the City's request or upon termination or expiration of this Agreement, Contractor shall promptly provide the City with copies of City records, City data, deliverables, work in progress, and other materials reasonably necessary for the City's continued operations, transition to another contractor, audit, regulatory response, public information response, or governmental purpose.

9. Termination, Suspension, and Transition

9.1 Term

This Agreement begins on the Effective Date and continues until the earlier of completion and acceptance of all required performance, expiration of the stated term, or termination in accordance with this Agreement.

9.2 Termination for Convenience

The City may terminate this Agreement, in whole or in part, at any time and for any reason by written notice to Contractor. Upon termination for convenience, Contractor shall stop work as directed, mitigate costs, and deliver to the City all completed or partially completed deliverables and work in progress requested by the City. Contractor is entitled to payment only for conforming goods, services, work, or deliverables properly performed and accepted by the City before the effective date of termination, plus approved reimbursable expenses actually incurred before termination, if payable under this Agreement. Contractor is not entitled to lost profits, unabsorbed overhead, cancellation charges, termination fees, early termination fees, or payment for work not performed.

9.3 Termination for Cause

The City may terminate this Agreement, in whole or in part, upon written notice if Contractor materially breaches this Agreement, fails to perform in a timely or professional manner, fails to maintain required insurance or licensure, violates applicable law, makes a material misrepresentation, becomes debarred or suspended, has an unwaived conflict of interest, fails to protect City data or confidential information, or otherwise defaults under this Agreement. The City may provide an opportunity to cure if the City determines cure is appropriate, but no cure period is required where immediate termination is necessary to protect the City, public funds, public safety, City operations, City data, or legal compliance.

9.4 Suspension

The City may suspend all or part of the Services or Work by written notice. During suspension, Contractor shall stop work as directed, take reasonable steps to protect work in progress, and not incur additional costs unless authorized by the City in writing. Suspension does not entitle Contractor to increased compensation unless expressly approved in writing by the City.

9.5 Transition Assistance

Upon expiration, termination, or suspension, Contractor shall reasonably cooperate with the City and any successor contractor to avoid interruption of City operations. Transition assistance includes providing City records, City data, deliverables, work in progress, documentation, schedules, pending issues, and other information reasonably necessary for transition, subject to applicable law and security requirements.

10. Force Majeure and Delays

10.1 Force Majeure

Neither Party is liable for delay or failure in performance to the extent caused by an event beyond the reasonable control of the affected Party and without the affected Party's fault or negligence, including acts of God, war, terrorism, pandemic, natural disaster, or governmental action prohibiting performance. The affected Party must promptly notify the other Party in writing, describe the event and expected impact, use diligent efforts to mitigate the delay, and resume performance as soon as practicable.

10.2 Exclusions from Force Majeure

Force majeure does not include changes in market conditions, increases in the cost of labor, materials, fuel, equipment, transportation, insurance, tariffs, duties, taxes, supplier costs, subcontractor costs, economic hardship, labor shortages, supply shortages, or delays caused by Contractor's subcontractors, suppliers, employees, or agents, unless the underlying cause independently qualifies as a force majeure event and could not have been avoided through reasonable diligence.

10.3 No Price Increase for Force Majeure

A force majeure event does not entitle Contractor to an increase in the Contract Price, additional compensation, surcharge, acceleration cost, standby cost, or other monetary adjustment unless expressly approved in writing by the City.

10.4 Schedule Extension

A force majeure event entitles Contractor to a schedule extension only to the extent the event actually delays critical performance and only if Contractor gives prompt written notice and uses diligent efforts to mitigate the delay. Any schedule extension must be approved in writing by the City.

10.5 Extended Force Majeure

If a force majeure event prevents material performance for more than thirty (30) consecutive days, the City may terminate this Agreement without penalty, termination fee, or further obligation except payment for conforming work properly performed and accepted before termination.

11. Texas Municipal Contracting Requirements

11.1 Procurement Compliance

This Agreement is subject to applicable municipal procurement requirements, including competitive procurement requirements, exemptions, award standards, and approval requirements under Texas law and City policy. Contractor shall provide information reasonably requested by the City to document procurement compliance.

11.2 Conflict of Interest Questionnaire

Contractor shall comply with Texas Local Government Code Chapter 176 and shall timely file and update any required Conflict of Interest Questionnaire or other disclosure form required by law or City policy.

11.3 Certificate of Interested Parties / Form 1295

If required by Texas Government Code Section 2252.908 or Texas Ethics Commission rules, Contractor shall timely file a Certificate of Interested Parties Form 1295 and provide confirmation of filing to the City before this Agreement is approved or becomes effective.

11.4 Texas Government Contract Certifications

To the extent applicable to this Agreement and Texas law, Contractor verifies and represents that:

1. Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement;

2. Contractor is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts relating to companies with business operations in Sudan, companies with business operations in Iran, or foreign terrorist organizations;

3. Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement; and

4. Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

11.5 No Gifts or Gratuities

Contractor shall not offer, provide, solicit, or accept any gift, favor, benefit, gratuity, or thing of value to or from a City officer, official, employee, agent, or representative in violation of law, City policy, or ethical requirements.

11.6 No Debarment or Suspension

Contractor represents that neither Contractor nor, to Contractor's knowledge, any person or entity performing material obligations under this Agreement is suspended, debarred, excluded, or otherwise prohibited from contracting with a governmental entity or performing this Agreement. Contractor shall promptly notify the City if Contractor becomes suspended, debarred, excluded, or otherwise prohibited.

12. Contract Documents and Vendor Terms

12.1 Order of Precedence

In the event of any conflict, inconsistency, ambiguity, or additional term among the documents comprising this Agreement, the following order of precedence controls:

1. written amendments signed by both Parties and approved as required by law and City policy, but only as to the specific provisions amended;

2. the body of this Agreement, excluding attachments;

3. Attachment B - Insurance Requirements; and

4. Attachment A - Scope of Work and Contractor Proposal.

12.2 **Vendor Terms Rejected**

The City objects to and rejects any term contained in Contractor's proposal, quote, bid, invoice, purchase order, statement of work, click-through terms, online terms, delivery ticket, shrink-wrap terms, order form, renewal notice, or other Contractor document that:

1. modifies, limits, or contradicts this Agreement;

2. requires the City to indemnify, defend, or hold harmless Contractor or any other person;

3. waives or limits the City's governmental immunity, sovereign immunity, official immunity, statutory caps, defenses, or limitations of liability;

4. requires arbitration or mandatory mediation;

5. changes governing law or venue;

6. imposes an automatic renewal, minimum purchase obligation, early termination fee, cancellation penalty, restocking fee, service charge, late fee, interest charge, or payment acceleration not expressly approved in this Agreement;

7. limits Contractor's liability, indemnity, insurance, confidentiality, warranty, records, public information, or compliance obligations;

8. gives Contractor ownership or control over City records, City data, City deliverables, or public records contrary to this Agreement;

9. restricts the City's ability to comply with the Texas Public Information Act, records retention laws, audits, subpoenas, court orders, or regulatory requests; or

10. is less favorable to the City than this Agreement.

No Contractor term described in this Section is binding on the City unless the City expressly agrees to that term in a written amendment signed by an authorized City representative and approved as required by law and City policy.

13. General Provisions

13.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict-of-law principles.

13.2 Venue

Mandatory and exclusive venue for any suit, claim, or proceeding arising out of or relating to this Agreement shall lie in a court of competent jurisdiction in Hays County, Texas.

13.3 No Arbitration or Mandatory Mediation

No dispute arising out of or relating to this Agreement shall be subject to arbitration or mandatory mediation unless the City agrees in writing after the dispute arises. Any Contractor term requiring arbitration, mandatory mediation, private dispute resolution, forum outside Hays County, waiver of jury trial, or class-action waiver is rejected unless expressly approved in a written amendment signed by an authorized City representative and approved as required by law and City policy.

13.4 Cumulative Remedies

The City's rights and remedies under this Agreement are cumulative and are in addition to all rights and remedies available at law, in equity, under statute, under the Contract Documents, under any bond, or otherwise. The City's exercise of one remedy does not waive any other remedy.

13.5 Notices

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

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

To Contractor:
IRA Rinks South, LLC
Attn: Evan Cadwell, President & Owner
249 Central Park Avenue, Suite 300-22
Virginia Beach, Virginia 23462
Email: info@icerinkevents.com

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

13.6 Independent Contractor

Contractor is an independent contractor and is not an officer, employee, agent, partner, joint venturer, or representative of the City. The City will not provide workers' compensation, unemployment compensation, retirement, health insurance, paid leave, or any other employee benefit to Contractor or Contractor's personnel. Contractor has no authority to bind the City except as expressly authorized in writing by the City.

13.7 Non-Exclusive Agreement

This Agreement is not exclusive. The City may contract with other persons or entities for the same, similar, or related goods, services, work, or deliverables at any time.

13.8 Assignment

Contractor may not assign, transfer, delegate, subcontract, or otherwise dispose of this Agreement, any obligation under this Agreement, or any right to payment under this Agreement without the City's prior written consent. Any attempted assignment without required consent is void.

13.9 Media and Logo Use

Any use of the City's name, seal, logo, marks, images, facilities, event names, or other City identifiers on websites, social media, marketing materials, press releases, advertisements, promotional materials, or other public-facing materials must be approved by the City in advance through a separate written authorization or other City-approved written approval. Contractor shall not state or imply that the City endorses Contractor or Contractor's other products, services, clients, or events except as expressly authorized in writing by the City.

13.10 Entire Agreement

This Agreement contains the entire agreement of the Parties regarding its subject matter and supersedes all prior or contemporaneous proposals, negotiations, representations, communications, understandings, and agreements, whether oral or written, relating to the same subject matter.

13.11 Amendment

This Agreement may be amended only by a written instrument signed by both Parties and approved in the manner required by law and City policy. No course of dealing, course of performance, invoice, purchase order, email, text message, online acceptance, or oral statement modifies this Agreement.

13.12 Severability

If any provision of this Agreement is held invalid or unenforceable, the provision shall be enforced to the maximum extent permitted by law and the remaining provisions shall remain in full force and effect.

13.13 **Waiver**

No waiver of any provision, breach, default, right, or remedy is effective unless in writing and signed by the Party against whom the waiver is asserted. A waiver on one occasion does not operate as a waiver on any other occasion.

13.14 **Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original and all of which together constitute one instrument.

13.15 **Authority**

Each person signing this Agreement represents that the person has authority to sign on behalf of the Party identified and to bind that Party to this Agreement.

13.16 **No Third-Party Beneficiaries**

Except for City indemnitees expressly protected by this Agreement, this Agreement is for the sole benefit of the Parties and does not create rights in any third party.

13.17 **Survival**

Provisions that by their nature should survive expiration or termination survive, including provisions concerning payment limitations, records, audits, public information, confidentiality, City data, warranties, corrective work, indemnity, insurance, governing law, venue, no arbitration, no waiver of immunity, no City indemnity, and order of precedence.

CITY OF DRIPPING SPRINGS **IRA RINKS SOUTH, LLC**

ATTACHMENT "A"

Contractor Proposal

Contractor Proposal

Contractor's May 23, 2026 proposal for the Dripping Springs project is incorporated only for scope, pricing, schedule, equipment, and factual project-detail purposes and is subordinate to this Agreement.

ATTACHMENT "B"

CITY OF DRIPPING SPRINGS INSURANCE REQUIREMENTS:

Parties providing goods, materials or services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein.

All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Dripping Springs as additional named insured as to all applicable coverage.

2. Provide for at least ten (10) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.

3. Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of Insurance:

Certificates of Insurance evidencing all of the required insurance coverages shall be submitted prior to contract performance.

Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall be provided to the City prior to the date the contract is extended.

Type of Contract and Amount of Insurance:

- workers' compensation insurance as required by Texas law, if Contractor has employees;

- commercial general liability insurance with minimum limits of $1,000,000 per occurrence for bodily injury, personal injury, and property damage and $2,000,000 products-completed operations aggregate;

- automobile liability insurance with a minimum combined single limit of $500,000 for owned, hired, and non-owned vehicles used in connection with this Agreement; and

- umbrella/excess liability insurance with minimum limits of $6,000,000 per occurrence and $6,000,000 aggregate, or other limits approved in writing by the City based on event operations, public use, equipment installation, or optional bumper car services.





IceRinkEvents

THE KING OF FROZEN WATER



Our custom ice solutions transform any space into a vibrant community hub and an unforgettable destination.

IceRinkEvents.com

249 Central Park Avenue
Suite 300-22
Virginia Beach, VA 23462
info@icerinkevents.com

ABOUT US

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THE KING OF FROZEN WATER



Ice Rink Events is proud to be the nation's largest and most sought-after designer, manufacturer, installer, and operator of seasonal, portable, and special-event ice skating, roller skating, ice slides and ice sports venues.

With over 24 years of experience and hundreds of successful operations from coast to coast, we bring unmatched skill and expertise to every project. No other company in North America matches our depth of experience in rink design, manufacturing, installation and management.



Today, Ice Rink Events operates and manages over 50 ice and roller rink events, employs over 800 seasonal staff, and installs 100+ locations annually. Over our company's history, we have created, fabricated, installed, and operated more than 400 individual ice venues across the country. Our steady growth is fueled by referrals and word-of-mouth recommendations from our valued clients.

Ice Rink Events operates multiple manufacturing and supply warehouses, supported by expert management teams strategically positioned across the country. This nationwide presence ensures efficient service, faster delivery, and seamless project management—no matter where your event takes place.

Our leadership team is composed of highly skilled professionals with extensive experience in outdoor event venue management, staffing, and operations. Each key team member has been with our company for over a decade, ensuring consistency, reliability, and expert service.



We are passionate about creating unforgettable skating experiences and building long-lasting relationships with our clients. Whether it's a seasonal holiday rink, a custom roller skating event, or a large-scale special event venue, we bring expertise, creativity, and dedication to every project. Our group of dedicated professionals are here to support you along the way!

Seasonal HOLIDAY ICE RINK PROPOSAL



May 23, 2026

DRIPPING SPRINGS

PROJECT SUMMARY:

Ice Rink Events is to provide the equipment, installation and removal of a temporary, holiday-season ice skating rink.

SEASON LENGTH & TIMING:

- Installation: November 23 – November 27, 2026
- Operating: November 27 – January 5, 2027
- Removal: January 6 – January 12, 2027

ESTIMATED RINK SIZE:

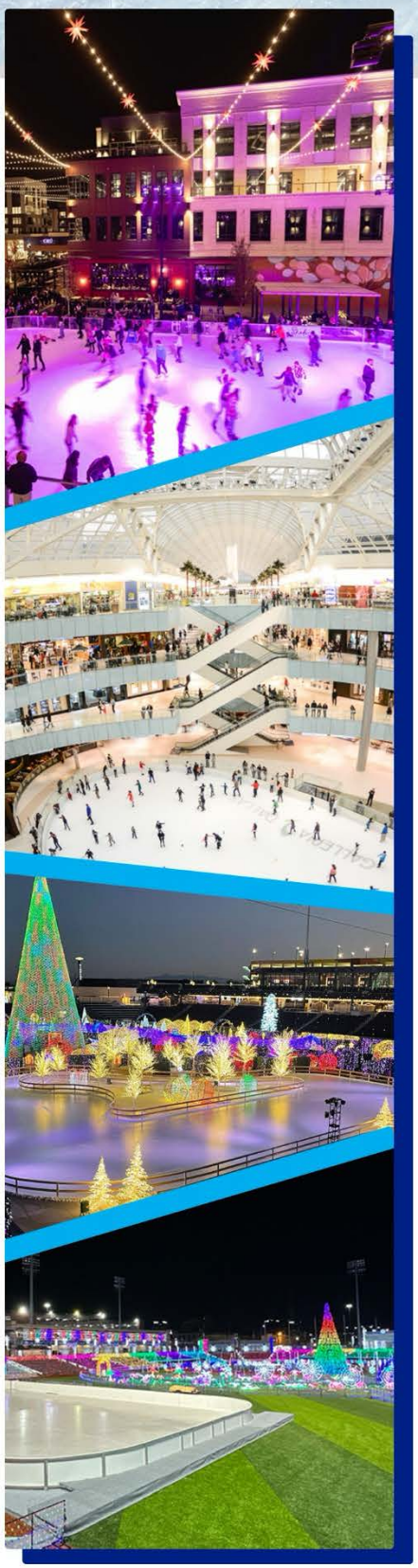
- 60’ x 120’

EQUIPMENT & WORK TO BE PROVIDED BY THE SUPPLIER:

Ice Rink Equipment & Professional Services

- Project Manager Assigned to the Event (advance coordination with Customer, other third-party vendors, timeline planning).
- Pre-Event Design Services
- On-Going Professional Support Services and Visits During the Event
- Dasher Board Railing System
- Modular Rink Piping Grid System
- Refrigeration System/Pumps/Hoses/Expansion Tank.
- All related ice maintenance equipment and ice Resurfacer
- **NEW Rental Ice Skates and Racks—Cleaned, Sharpened, Ready-to-Skate**
- Skate Aids
- General Carpentry and Finish-Out of Rink Perimeter.
- Framed Cover Over Rink Header; Grey-Black Turf Carpet to Finish Rink Perimeter/Deck.
- Rubber Floor Mats for Skate Change Area
- Professional Supervision and All General Labor for Installation and Removal

IceRinkEvents
THE KING OF FROZEN WATER



Ice Bumper Cars

- Rental of (10) Ice Bumper Cars
- Freight and Delivery

Seasonal HOLIDAY ICE RINK PROPOSAL



CUSTOMER RESPONSIBILITIES:

Electrical Requirement For the Ice Rink:

- Same power provided for 2025-2026 Season

Level Site Requirement:

- Same foot print and level site as 2025-2026 Season

Other Requirement:

- Allowance for chiller placement, in close proximity to the electrical connection.
- 110-volt for ice bumper car chargers
- Continuous water supply available immediately adjacent to the ice Resurfacer. Needed for set up and daily operation.
- Forklift for Installation and Removal
- Access to the rink and storage of ice bumper cars
- All holiday decorations and lighting as desired.
- All Ambient lighting as needed
- Sound/P.A. system for music entertainment and announcements.
- Enclosed tent or kiosk for the skate rental operations
- General security presence
- Coordination of all permits and licenses (Supplier to assist)
- All signing and graphics with Supplier provided text
- Two double bed hotel rooms for installation and removal
- Operations and management

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GENERAL FINANCIAL OPTIONS:

- Ice Rink Equipment Rental & Professional Services

Total Cost	$179,955
With Discount	**$171,385**

- Ice Bumper Cars

Total Daily Cost	$1,400 per day
Estimated Freight	$3,800

Payment Terms: 50% non-refundable retainer due June 20, 2026

25% due on September 1, 2026

25% due on December 20, 2026

PROPOSAL VALIDITY & ESTIMATED PRICING

This proposal is valid for 45 days from the date of issuance. As planning for the 2026–2027 season is underway and equipment and crew allocations are limited, pricing and availability are subject to change after this period. If the proposal expires, an updated quote will be required. Dates and equipment are not reserved until a signed agreement and any required deposit are received.

Thank you and we look forward to working with you!

Evan Cadwell - President & Owner

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IceRinkEvents
THE KING OF FROZEN WATER

ICE RINK EVENTS References

DISCOVERYGREEN®
What will you discover?

DISCOVERY GREEN – HOUSTON, TX

KATHRYN LOTT
PRESIDENT

713-400-7336 | Kathryn@discoverygreen.com

IRE Has Been Partnering With the Park for 15+ Years

Hines

HINES – GEORGIA & NORTH CAROLINA

STARR CUMMING
RETAIL DIRECTOR

404-388-7878 | Starr.cumming@hines.com

IRE Installs and Operates Multiple Hines Locations

Bellevue Downtown Association

BELLEVUE DOWNTOWN ASSOCIATION – BELLEVUE, WA

MIKE OGLIORE
VICE PRESIDENT, EVENTS & OPERATIONS

206-852-6444 | Mike@bellevuedowntown.com

IRE Has Been Partnering With the City for 12+ Years

Fairmont
SCOTTSDALE PRINCESS

FAIRMONT SCOTTSDALE PRINCESS – SCOTTSDALE, AZ

TERESA THOMPSON
EXECUTIVE DIRECTOR OF RETAIL & RESORT EXPEREINCES

480-513-6011 | Teresa.thompson2@fairmont.com

IRE Provides Multiple Ice Activations for over 8+ Y s

IceRinkEvents
THE KING OF FROZEN WATER

ICE RINK EVENTS References

MARKETSTREET LYNNFIELD – LYNNFIELD, MA

CHARLOTTE WOODS
GENERAL MANAGER

781-484-5400 Charlotte.woods@wsdevelopment.com

IRE Supplies, Installs and Operates the Ice Rink

PATRIOT PLACE – FOXBOROUGH, MA

BRIAN EARLEY
VICE PRESIDENT & GENERAL MANAGER

508-203-2105 BrianE@patriot-place.com

IRE Supplies, Installs and Operates the Ice Rink

BRYANT PARK, NY

IRENE VAGIANOS
VICE PRESIDENT

212-390-1122 ivagianos@34bp.org

IRE Has Been Partnering With the City for 8+ Years

3CDC CINCINNATI CENTER CITY DEVELOPMENT CORP.

ANDI SCHULTES
SENIOR EVENTS PRODUCTION MANAGER

501-472-5324 aschultes@3cdc.org

IRE Provides Multiple Ice Activations for over 7+ Y s

IceRinkEvents
THE KING OF FROZEN WATER

ICE RINK EVENTS References

BEE CAVE
TEXAS
Simply Elevated

CITY OF BEE CAVE, TX

Eric Bowers
COMMUNITY EVENTS COORDINATOR, PARKS & FACILTIES

737-281-4064 Ebowers@beecavetexas.gov

IRE Supplies, Installs and Operates the Ice Rink

The Pennsylvania State University – State College, PA

HERB COMBS
AD For Facilities Management and Operations

814-441-4365 Hjc117@psu.edu

IRE Supplied and Managed A Hockey Event

BOWLING GREEN
FOUNDED 1798
KENTUCKY

CITY OF BOWLING GREEN, KY

NIKKI KOLLER
DIRECTOR

270-843-5360 Nikki.koller@ky.gov

IRE Has Been Partnering With the City for 8+ Years

Jamestown

JAMESTOWN L.P.

ANIELA RESPRESS
SVP Property Operations

404-310-8452 aniela.respress@jamestownlp.com

IRE Provides Multiple Ice Activations for over 10+ rs



DIRECTLY FROM OUR CLIENTS

NPP DEVELOPMENT

"NPP Development has been working with Ice Rink Events to build and manage our seasonal skating rink, Winter Skate at Patriot Place, since 2009. We have counted on IRE to provide a professionally operating skating experience for our guests for more than 15 years. IRE has clearly understood and executed each seasonal operation as an extension of our management team."

DOWNTOWN TAMPA PARTNERSHIP

"We are proud to have IRE as a longstanding partner for our annual Winter Village event. Their professionalism and flexibility in accommodating our unique requests consistently exceed expectations, making them an invaluable part of our event's success year after year. Their dedication to excellence is why we continue to choose them as our trusted collaborator."

HINES

"I have worked with Ice Rink Events since 2018 at various locations on their seasonal ice rinks. Each ice rink is unique, and I greatly appreciate IRE's attention to detail and flexibility in ensuring the design, operation, and customer experience of these pop-up rinks are idyllic. I look forward to many more years of working with IRE at Hines assets and creating lasting memories for our guests."

KATHRYN LOTT, PRESIDENT DISCOVERY GREEN CONSERVANCY

"Green Mountain Energy Ice at Discovery Green is Houston's only outdoor ice-skating rink and a beloved winter tradition. Since 2008, Ice Rink Events has defied expectations in our city's challenging climate, making hundreds of thousands of families happy in the process. Through continuous innovation, including the latest technology to enhance ice quality, they've created a better skating experience year after year. On top of that, the addition of bumper cars adds a fun and exciting twist for all ages. It's been a pleasure partnering with a team that shares our commitment to creating happy, healthy experiences for families."





IceRinkEvents
THE KING OF FROZEN WATER

IceRinkEvents.com

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Andrew Binz, Parks & Community Services Director

Council Meeting Date: July 7, 2026

Agenda Item Wording: **Discussion and possible action to award #PARKS-2026-01 for the Dripping Springs Ranch Park Improvements to S&D Constructors, Inc. in the amount of $189,278.00, and authorize the City Administrator to finalize and execute the agreement with the selected bidder.** *Sponsor: Council Member Sherrie Parks*

Agenda Item Requestor: Andrew Binz

Summary/Background: Two (2) proposals for the referenced project were received at the bid opening on June 4, 2026 from:

- S&D Constructors, Inc.
- Si Environmental, LLC

Proposals have been evaluated and scored and the best value is S&D Constructors, Inc with the following bid:

Base Bid (Path to Pond)	$ 30,884.00
Add Alt 1 (Path to Playground)	$114,677.00
Add Alt 1A (Alt Ped Bridge Design)	$ 0.00
Add Alt 2 (Dumpster Paving HMAC)	$ 26,254.00
Add Alt 2A (Dumpster Paving Concrete Add)	$ 10,508.00
Add Alt 3 (East Sidewalk)	$ 6,955.00
Total Bid Amount:	$189,278.00

Construction Budget for this project is $190,500. Due to bids being lower than anticipated, we have the opportunity to award and construct all of the Bid Alternatives with the approved budget. Staff recommends award of the Base Bid + Add Alt 1 + Add Alt 2 + Add Alt 2A + Add Alt 3 for a total amount of $189,278.00 to S&D Constructors, Inc. based on evaluation of the proposal response packages.

Commission Recommendations: N/A

Recommended Council Actions:	Staff recommends the approval of selecting S&D Constructors, Inc. for an amount not to exceed $189,278.00 and authorizing the City Administrator to finalize and execute the construction agreement.
Attachments:	Recommendation to Award_DSRP 2026 Bid Tablulation_DSRP 2026 Proposal Evaluation_DSRP 2026 Bid Proposal_S&D_ Errors Revised Bid Proposal_Si Environmental_Errors Revised ProjectManual_DSRP 2026 Construction Plans_DSRP 2026 Addendum 01_DSRP 2026
Next Steps/Schedule:	Send Notice of Award and execute contract

DRIPPING SPRINGS
Texas

June 25, 2026

Andrew Binz
Park & Community Services Director
City of Dripping Springs

RE: DSRP 2026 Improvements (PARKS 2026-01)
Engineers Recommendation of Award

Two (2) proposals for the referenced project were received at the bid opening on June 4, 2026 from:

- S&D Constructors, Inc.
- Si Environmental, LLC

Proposals have been evaluated and scored and the best value is **S&D Constructors, Inc.** with the following bid:

Base Bid (Path to Pond):	$ 30,884.00
Add Alt 1(Path to Playground):	$ 114,677.00
Add Alt 1A (Alt Ped Bridge Design):	$ 0.00
Add Alt 2 (Dumpster Paving HMAC):	$ 26,254.00
Add Alt 2A (Dumpster Paving Concrete Add:	$10,508.00
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Total Bid Amount:	$ 189,278.00

Construction Budget for this project is $190,500. Due to bids being lower than anticipated we have the opportunity to award and construct all of the Bid Alternates within the approved budget. Staff recommends award of the Base Bid + Add Alt 1 + Add Alt 2 + Add Alt 2A + Add Alt 3 for a **total amount of $189,278.00** to **S&D Constructors, Inc.** based on evaluation of the proposal response packages.

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

CHAD GILPIN

Chad Gilpin, PE
City Engineer

Enclosure:
- Bid Tabulation
- Proposal Evaluation
- S&D Constructors, Inc. - Bid Response Package
- Si Environmental, LLC – Bid Response Package

- Project Manual
- Construction Plans
- Addendum 01

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
CONSTRUCTION OF

DRIPPING SPRINGS RANCH PARK (DSRP)
2026 IMPROVEMENTS
(#PARKS-2026-01)

Prepared For:

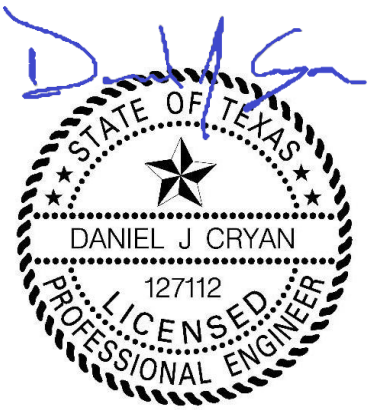
DRIPPING SPRINGS
Texas

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

Prepared by:

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

May 2026



5/7/2026

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

DIVISION A
PROPOSAL INFORMATION & REQUIREMENTS

NOTICE TO RESPONDENTS

Sealed proposals will be received by the **City of Dripping Springs,** at its office at **Dripping Springs Ranch Park Event Center at 1042 Event Center Drive, Dripping Springs, Texas 78620** until **1:00 p.m.** on **Thursday, June 4th, 2026,** and then publicly opened, read, and taken under advisement at the same address. 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 **Dripping Springs Ranch Park (DSRP) 2026 Improvements (#PARKS-2026-01)** and shall include acknowledgement of any addenda submitted, and all other documents included in said proposal call. No proposals may be withdrawn after the scheduled opening time. Any proposals received after scheduled proposal opening time will be returned unopened. Said proposal shall be marked:

"DRIPPING SPRINGS RANCH PARK (DSRP) 2026 IMPROVEMENTS (#PARKS-2026-01)"

Proposals must be submitted on City of Dripping Springs proposal forms and must be accompanied by an acceptable proposal security in the form of a cashier's check or proposal bond, payable to the City of Dripping Springs, Texas, equal to five percent (5%) of the total proposal 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
1042 Event Center Drive
Dripping Springs, Texas 78620

Dripping Springs Ranch Park (DSRP) 2026 Improvements (#PARKS-2026-01) generally includes: 220 linear feet of crushed limestone equestrian trail restoration and ditch grading with concrete sidewalk culvert, along with add alternates including:165 linear feet of 6-ft wide concrete sidewalk trail with a 20-ft span steel pedestrian bridge, asphalt pavement dumpster landing area with compacted flexible base, miscellaneous sidewalk extensions, and revegetation.

Plans, Proposal Forms, Specifications, and Instructions to Respondents may be obtained via the City of Drippings Springs website https://www.cityofdrippingsprings.com/requestforbids beginning **May 13th, 2026**.

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 opening 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 respondents will be held on **Thursday, May 21, 2026, at 1:00 p.m.** at the **Dripping Springs Ranch Park Event Center** at **1042 Event Center Drive, Dripping Springs, Texas 78620**.

INSTRUCTIONS TO RESPONDENTS

1. NONRESPONSIVE PROPOSALS: PROPOSALS, AT A MINIMUM, WILL BE CONSIDERED NONRESPONSIVE IF FAILURE TO:
   - *Sign Proposal*
   - Include *Proposal Bond*: All 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 proposal 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 proposal. Proposals submitted without check or proposal bonds will not be considered.
   - List *Unit Proposal Price* for each item
   - List *Total Amount of 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 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 bidding 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 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 May 22nd, 2026**. The interested firm shall email a copy of the written clarification request to Chad Gilpin, at cgilpin@cityofdrippingsprings.com and Written requests from interested firms and written responses by the City will be provided to all Applicants.

If a respondent discovers, or reasonably should discover, any patent ambiguity, inconsistency, discrepancy, omission, or conflict in the Contract Documents before submitting a proposal, the respondent shall request clarification in writing before the deadline for questions. Failure to timely request clarification of a patent ambiguity or conflict shall waive any claim after bid opening or award for additional compensation, time, or other relief arising from that patent ambiguity or conflict.

5. Prior to submitting any proposal, respondents are required to read the plans, specifications, proposal, contract and bond forms carefully; ; to inspect the site; and to inform themselves by their own investigation of all conditions affecting the Work, including access, staging, public interface, utilities, drainage, grades, visible surface conditions, and all other conditions reasonably discoverable by prudent pre-bid investigation. By submitting a proposal, each respondent represents that it has included in its proposal all work reasonably inferable from the Contract Documents and all incidental and subsidiary work necessary for proper completion of the Project, whether or not such work is expressly identified as a separate pay item. No claim for additional compensation or time shall be made for conditions that were reasonably apparent from the site, the Contract Documents, or a reasonably diligent pre-bid investigation.

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, Payment, and Maintenance Bonds. Bond requirements shall be as stated in the General Conditions and other Contract Documents. The successful respondent shall furnish all required bonds in the full penal amount required by the Contract Documents and in forms acceptable to the City. All required bonds shall be executed within ten (10) days after receipt

of written notification of award and prior to commencement of Work. Each surety shall be duly authorized to do business in the State of Texas and shall satisfy all requirements of applicable law and the Contract Documents, including any Treasury-list or reinsurance requirements. The successful respondent shall also furnish a maintenance bond before final payment and final acceptance if required by the Contract Documents. Each required bond must: (a) identify the Principal exactly as named in the Contract; (b) identify the Work exactly as described in the Contract; (c) be dated the same date as, or a later date than, the Contract; (d) identify the surety and include the surety's NAIC number if requested by the City; (e) be accompanied by a valid power of attorney for the attorney-in-fact executing the bond; (f) identify a Texas agent for service; and (g) be in form and substance acceptable to the City. Digital seals will be accepted only if accompanied by a verification source acceptable to the City.

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-8* 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 best Proposal. Each unit price and lump sum price shall include full compensation for all labor, supervision, materials, equipment, temporary fencing, public protection, traffic and pedestrian control, dust control, watering, topsoil, restoration, cleanup, utility coordination, and all other incidental and subsidiary work necessary to complete the Work in accordance with the Contract Documents, whether or not separately listed as a pay item.

14. The City reserves the right to award the contract on the basis of the Base Proposal and any combination of Alternative 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, Owner 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.

    Respondents for the construction work must submit a satisfactory cashier's or certified check, or respondent's bond from a surety duly authorized and licensed in the State of Texas, payable without recourse to the order of the City, in an amount not less than five percent (5%) of the total proposal based on the 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.

15. The successful respondent for the construction of the improvements must furnish a satisfactory Certificate of Insurance and the required Performance Bond and Payment Bond,

duly executed by such respondent as principal and by a corporate surety duly authorized to act under the laws of the State of Texas, within the time required after Notice of Award and before commencement of Work. The successful respondent must also furnish any required Maintenance Bond at the time specified in the Contract Documents as a condition to final payment and final acceptance. The successful respondent will be required to provide required bonds issued by an insurance company which meets the minimum State requirements and is licensed in the State of Texas, and has a Best's Key Rating as follows:

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

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

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

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

18. 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 an 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. Fees/ Pricing (40 Points)
    II. Qualifications and Similar Project Experience. Including experience with installation of concrete sidewalks, trails and pedestrian bridges (20 Points)
    III. Experience working for municipalities and other government agencies in Central Texas (20 Points)
    IV. References (15 Points)
    V. Proposed alternative bridge design and associated cost (5 Points)

19. 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.

DIVISION B
PROPOSAL

Project: **DRIPPING SPRINGS RANCH PARK (DSRP) 2026 IMPROVEMENTS (#PARKS-2026-01)**

THIS PROPOSAL IS SUBMITTED TO:

City of Dripping Springs
Dripping Springs Ranch Park Event Center
1042 Event Center Drive
Dripping Springs, Texas 78620

FROM:_____
Contractor

1. The undersigned RESPONDENT proposes and agrees, if this 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 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 s**ixty (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 Proposal will remain subject to acceptance for **60 calendar days** after the day of Proposal opening.

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

5. In submitting 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, public-use conditions, access constraints, utility conditions, visible surface conditions, drainage, grades, and all local conditions

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

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

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

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

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

G. 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.

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

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

Information From Respondents

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

RESPECTFULLY SUBMITTED on _____, 2026.

By:_____
(Authorized Signature)

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

_____
(Typed or Printed Name and Title)

Respondent:_____
(Name of Company)

Business Address: _____

_____

_____

Telephone No: _____

IF Respondent is a Corporation:

ATTEST

_____
(Signature of Witness)

(Corporate Seal)

_____
(State of Incorporation)

IF Respondent is a Joint Venture:

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

PROPOSAL SUMMARY AND TOTALS

(1) BASE PROPOSAL SUBTOTAL $_____

(2) ADD ALTERNATE #1 SUBTOTAL $_____

(3) ADD ALTERNATE #1A SUBTOTAL $_____

(4) ADD ALTERNATE #2 SUBTOTAL $_____

(5) ADD ALTERNATE #3 SUBTOTAL $_____

(1+2+3+4+5) TOTAL AMOUNT PROPOSED (BASE PROPOSAL + ADD ALTERNATES #1, 1A, 2 & 3) $_____

(PROVIDE DETAILED PROPOSAL TABULATION ON THE FOLLOWING PAGES)

RESPONDENT will complete the Work for the following prices:

BASE PROPOSAL:

Item	Spec Item	Description of Item with Unit Proposal Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
1	HAYS 1.04	EXCAVATION for_____dollars and_____cents PER CUBIC YARDS	CY	16	$_____	$_____
2	HAYS 1.04	EXCAVATION (HAUL OFF) for_____dollars and_____cents PER CUBIC YARDS	CY	73	$_____	$_____
3	HAYS 1.03	EMBANKMENT (ON-SITE FILL) for_____dollars and_____cents PER CUBIC YARDS	CY	16	$_____	$_____
4	TxDOT 100-7002	PREPARING ROW for_____dollars and_____cents PER STA	STA	2.1	$_____	$_____
5	TxDOT 100-7014	TREE PROTECTION for_____dollars and_____cents PER LINEAR FOOT	LF	48	$_____	$_____
6	TxDOT 169-7040	SOIL RET BLKT (CHAN_PERM_4 PSF_WLDLFE) for_____dollars and_____cents PER SQUARE YARD	SY	353	$_____	$_____
7	TxDOT 247-7021	FL BS (CMP IN PLC)(TY A OR B GR 1-2) (4") (TRAIL/PVMT BASE) for_____dollars and_____cents PER SQUARE YARD	SY	264	$_____	$_____
8	TxDOT 247-7021	FL BS (CMP IN PLC)(TY A OR B GR 1-2) (7") (TRAIL BASE SHLDR) for_____dollars and_____cents PER SQUARE YARD	SY	86	$_____	$_____
9	TxDOT 247-7023	FL BS (CMP IN PLC)(TY A OR B GR 4) (3") (3/4" MINUS TREAD) for_____dollars and_____cents PER SQUARE YARD	SY	163	$_____	$_____
10	TxDOT 432-7041	RIPRAP (STONE PROTECTION)(12 IN) for_____dollars and_____cents PER CUBIC YARDS	CY	10	$_____	$_____
11	TxDOT 500-7001	MOBILIZATION for_____dollars and_____cents PER LUMP SUM	LS	1	$_____	$_____
12	TxDOT 506-7039	TEMP SEDMT CONT FENCE (INSTALL) for_____dollars and_____cents PER LINEAR FOOT	LF	280	$_____	$_____
13	TxDOT 506-7041	TEMP SEDMT CONT FENCE (REMOVE) for_____dollars and_____cents PER LINEAR FOOT	LF	280	$_____	$_____
14	TxDOT 506-7002	ROCK FILTER DAM (TY 2) (INSTALL) for_____dollars and_____cents PER LINEAR FOOT	LF	20	$_____	$_____
15	TxDOT 531-7001	SIDEWALK BOX CULVERT (CIP) for_____dollars and_____cents PER EACH	EA	1	$_____	$_____
16	TxDOT 531-7002	CONC SIDEWALKS (5") for_____dollars and_____cents PER SQUARE YARD	SY	14	$_____	$_____

(1)		**BASE PROPOSAL SUBTOTAL (ITEMS 1-16)** for_____dollars and_____cents			$_____	$_____

RESPONDENT will complete the Work for the following prices:

ADD ALTERNATE #1:

Item	Spec Item	Description of Item with Unit Proposal Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
A1.1	HAYS 1.04	EXCAVATION for_____dollars and_____cents PER CUBIC YARDS	CY	30	$_____	$_____
A1.2	HAYS 1.03	EMBANKMENT (ON-SITE FILL) for_____dollars and_____cents PER CUBIC YARDS	CY	30	$_____	$_____
A1.3	TxDOT 100-7002	PREPARING ROW for_____dollars and_____cents PER STA	STA	1.7	$_____	$_____
A1.4	TxDOT 100-7014	TREE PROTECTION for_____dollars and_____cents PER LINEAR FOOT	LF	255	$_____	$_____
A1.5	TxDOT 164-7018	HYDRO MULCH SEED (PERM RURAL CLAY) for_____dollars and_____cents PER SQUARE YARD	SY	272	$_____	$_____
A1.6	TxDOT 500-7001	MOBILIZATION for_____dollars and_____cents PER LUMP SUM	LS	1	$_____	$_____
A1.7	TxDOT 506-7039	TEMP SEDMT CONT FENCE (INSTALL) for_____dollars and_____cents PER LINEAR FOOT	LF	493	$_____	$_____
A1.8	TxDOT 506-7041	TEMP SEDMT CONT FENCE (REMOVE) for_____dollars and_____cents PER LINEAR FOOT	LF	493	$_____	$_____
A1.9	TxDOT 531-7002	CONC SIDEWALKS (5") for_____dollars and_____cents PER SQUARE YARD	SY	94	$_____	$_____
A1.10	PLAN DETAILS	RUSTIC CEDAR FENCE for_____dollars and_____cents PER LINEAR FOOT	LF	100	$_____	$_____
A1.11	TxDOT 540-7063	PED BRIDGE - RAIL (HANDRAIL)(TY F) for_____dollars and_____cents PER LINEAR FOOT	LF	64	$_____	$_____
A1.12	STRUCTURAL DETAILS	PED BRIDGE - W12x14 I-BEAMS for_____dollars and_____cents PER LINEAR FOOT	LF	60	$_____	$_____
A1.13	STRUCTURAL DETAILS	PED BRIDGE - TAS COMPLIANT STEEL GRATE DECK for_____dollars and_____cents PER SQUARE FOOT	SF	120	$_____	$_____
A1.14	STRUCTURAL DETAILS	PED BRIDGE - BEAM SEATS for_____dollars and_____cents PER EACH	EA	6	$_____	$_____
A1.15	STRUCTURAL DETAILS	PED BRIDGE - STEEL (SHIPPING) for_____dollars and_____cents PER LUMP SUM	LS	1	$_____	$_____
A1.16	STRUCTURAL DETAILS	PED BRIDGE - ASSEMBLY & INSTALL for_____dollars and_____cents PER LUMP SUM	LS	1	$_____	$_____
A1.17	TxDOT 420-7012	CL C CONC (ABUTMENT) for_____dollars and_____cents PER CUBIC YARDS	CY	8	$_____	$_____

(2)		**ADD ALTERNATE #1 SUBTOTAL (ITEMS A1.1-A1.17)** for_____dollars and_____cents			$_____	$_____

RESPONDENT will complete the Work for the following prices:

ADD ALTERNATE #1A:

Item	Spec Item	Description of Item with Unit Proposal Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
A1A.1	CONTRACTOR'S PROPOSAL (B-3)	ALTERNATIVE PEDESTRIAN BRIDGE for_____dollars and_____cents PER LUMP SUM	LS	1	$_____	$_____
A1A.2	CONTRACTOR'S PROPOSAL (B-3)	ADD ALTERNATE #1 PED BRIDGE (DEDUCT TOTAL) for_____dollars and_____cents PER LUMP SUM	LS	1	$_____	$_____
(ITEM A1A.2 MUST EQUAL THE DEDUCTIVE SUBTOTAL OF ITEMS A1.11 THROUGH A1.17)						

(3)		**ADD ALTERNATE #1A SUBTOTAL (ITEMS A1A.1-A1A.2)** for_____dollars and_____cents			$_____	$_____

RESPONDENT will complete the Work for the following prices:
ADD ALTERNATE #2:

Item	Spec Item	Description of Item with Unit Proposal Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
A2.1	HAYS 1.04	EXCAVATION for_____dollars and_____cents PER CUBIC YARDS	CY	23	$_____	$_____
A2.2	HAYS 1.04	EXCAVATION (HAUL OFF) for_____dollars and_____cents PER CUBIC YARDS	CY	75	$_____	$_____
A2.3	HAYS 1.03	EMBANKMENT (ON-SITE FILL) for_____dollars and_____cents PER CUBIC YARDS	CY	23	$_____	$_____
A2.4	TxDOT 164-7018	HYDRO MULCH SEED (PERM RURAL CLAY) for_____dollars and_____cents PER SQUARE YARD	SY	804	$_____	$_____
A2.5	TxDOT 169-7040	SOIL RET BLKT (SL_MOD_CLAY_LONG_WLDLFE) for_____dollars and_____cents PER SQUARE YARD	SY	804	$_____	$_____
A2.6	TxDOT 247-7021	FL BS (CMP IN PLC)(TY A OR B GR 1-2) (4") (TRAIL/PVMT BASE) for_____dollars and_____cents PER SQUARE YARD	SY	252	$_____	$_____
A2.7	TxDOT 247-7113	FL BS (CMP IN PLC)(TY A OR B GR 1-2) (10") (PVMT SHLDR) for_____dollars and_____cents PER SQUARE YARD	SY	32	$_____	$_____
A2.8	TxDOT 310-7013	PRIME COAT (MC 30 OR AE-P) for_____dollars and_____cents PER GALLON	GAL	51	$_____	$_____
A2.9	TxDOT 341-7014	D-GR HMA TY-B PG70-22 (EXEMPT)(4") for_____dollars and_____cents PER SQUARE YARD	SY	252	$_____	$_____
A2.10	TxDOT 341-7039	D-GR HMA TY-C PG70-22 (EXEMPT)(2") for_____dollars and_____cents PER SQUARE YARD	SY	252	$_____	$_____
A2.11	TxDOT 500-7001	MOBILIZATION for_____dollars and_____cents PER LUMP SUM	LS	1	$_____	$_____
A2.12	TxDOT 506-7039	TEMP SEDMT CONT FENCE (INSTALL) for_____dollars and_____cents PER LINEAR FOOT	LF	200	$_____	$_____
A2.13	TxDOT 506-7041	TEMP SEDMT CONT FENCE (REMOVE) for_____dollars and_____cents PER LINEAR FOOT	LF	200	$_____	$_____

(4)		**ADD ALTERNATE #2 SUBTOTAL (ITEMS A2.1-A2.13)** for_____dollars and_____cents			$_____	$_____

RESPONDENT will complete the Work for the following prices:

ADD ALTERNATE #3:

Item	Spec Item	Description of Item with Unit Proposal Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
A3.1	HAYS 1.04	EXCAVATION for_____dollars and_____cents PER CUBIC YARDS	CY	16	$_____	$_____
A3.2	HAYS 1.03	EMBANKMENT (ON-SITE FILL) for_____dollars and_____cents PER CUBIC YARDS	CY	16	$_____	$_____
A3.3	TxDOT 164-7018	HYDRO MULCH SEED (PERM RURAL CLAY) for_____dollars and_____cents PER SQUARE YARD	SY	134	$_____	$_____
A3.4	TxDOT 247-7021	FL BS (CMP IN PLC)(TY A OR B GR 1-2)(4")(TRAIL/PVMT BASE) for_____dollars and_____cents PER SQUARE YARD	SY	39	$_____	$_____
A3.5	TxDOT 500-7001	MOBILIZATION for_____dollars and_____cents PER LUMP SUM	LS	1	$_____	$_____
A3.6	TxDOT 506-7039	TEMP SEDMT CONT FENCE (INSTALL) for_____dollars and_____cents PER LINEAR FOOT	LF	92	$_____	$_____
A3.7	TxDOT 506-7041	TEMP SEDMT CONT FENCE (REMOVE) for_____dollars and_____cents PER LINEAR FOOT	LF	92	$_____	$_____
A3.8	TxDOT 531-7002	CONC SIDEWALKS (5") for_____dollars and_____cents PER SQUARE YARD	SY	52	$_____	$_____

(5)		**ADD ALTERNATE #3 SUBTOTAL (ITEMS A3.1-A3.8)** for_____dollars and_____cents			$_____	$_____

NON-COLUSION AFFIDAVIT
PRIME RESPONDENT

STATE OF TEXAS {}

COUNTY OF HAYS {}

being first duly sworn, deposes and says

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

the party making the foregoing proposal, 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 proposal price 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 _____, **2026**.

_____
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.

(II) **Qualifications and Similar Project Experience. Including experience with installation of concrete sidewalks, trails and pedestrian bridges.** Separate page(s) may be provided with more detailed description of work performed for each similar project. **(20 Points):**

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

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

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

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

1. Earthwork (Excavation & Embankment)_____
2. Flexible Base Installation & Compaction_____
3. Concrete (Sidewalks & Structures)_____
4. Pedestrian Steel Bridge Assembly (Field bolt or welding)_____

Other Subcontractors Exceeding 10% of total contract amount:

5. _____
6. _____
7. _____

(III) **Experience working for municipalities and other government agencies in Central Texas.** Provide a statement discussing the Respondent's Project Manager and Project Superintendent experience working for municipalities and other government agencies in Central Texas. Separate page(s) may be provided with more detailed description if needed. **(20 Points)**

(IV) **References (15 Points):**
Provide information for 3 similar projects completed by Respondent within last 5 years.

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

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

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

(V) **Proposed alternative pedestrian bridge design and associated cost (5 points):**

Respondent may provide an alternative pedestrian bridge design and associated cost proposal. Alternative pedestrian bridge design must meet the following required parameters:

- Design Load: Pedestrian Loading (AASHTO LRFD Guide for the Design of Pedestrian Bridges)
- Clear width: 6-ft
- Bridge Span: 20-ft
- Design must meet the requirements of the Texas Accessibility Standards (handrails with grab bars, maximum longitudinal and cross slopes, changes in level, finish surface requirements, level landing areas at ends of ramps, etc)
- Design per local code & design criteria

The associated costs for this item will include one lump sum line item including all effort related to the alternative design, materials, fabrication, manufacturing, shipping, assembly, installation labor, and additional construction inspections or construction material testing required for the alternative pedestrian bridge, and a second lump sum line item deducting the bridge cost proposal subtotal associated with Add Alternate #1 (combined subtotal of line items #A1.11 through A1.17 on Proposal Form).

For an alternative pedestrian bridge design and associated cost to be considered for evaluation, respondent must include separate page(s) with more detailed description of respondent's proposed alternative pedestrian bridge design, including adequate information to accurately convey the intended alternative design intent, such as: a descriptive narrative of the proposed design including a description of all materials and finishes, connections, assembly requirements, and additional supplemental information that may assist the City in reviewing the alternative design including but not limited to; renderings; sketches; shop drawings; photographs of recently completed similar installations.

Separate page(s) may be provided with more detailed description of respondent's proposed alternative pedestrian bridge design.

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 proposal ourselves, our heirs, executors, administrators, successors, and assigns. Signed this _____day of _____, **2026**.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Dripping Springs, Texas a certain Proposal, attached hereto and hereby made a part hereof to enter into a Contract in writing for the Dripping Springs Ranch Park (DSRP) 2026 Improvements Project.

NOW, THEREFORE,

(a) If said Proposal shall be rejected, or in the alternate,
(b) I 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:_____	By:_____
Signature	Signature
_____	_____
Print Name	Print Name

CITY OF DRIPPING SPRINGS CONFLICT OF INTEREST STATEMENT

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

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

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

NOTARIZED:

Sworn and subscribed before me, **by_____** **on_____.** **(date)**

DIVISION C
CONTRACT, BOND & INSURANCE FROMS & REQUIREMENTS

CONSTRUCTION CONTRACT TEMPLATE

THIS CONSTRUCTION CONTRACT (hereinafter the "Contract") made this the _____ day of _____, 2026 ("Effective Date"), by and between _____
(a Texas limited liability company), whose address is _____
(hereinafter called the "Contractor"), and the CITY OF DRIPPING SPRINGS (hereinafter called the "City") acting herein by its City Administrator, Michelle Fischer, hereunto duly authorized.

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

ARTICLE 1. STATEMENT OF WORK

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, utilities, transportation, temporary facilities, fencing, public protection measures, cleanup, restoration, and all other services and incidentals necessary or customarily required for proper completion of the Work in strict accordance with the Contract Documents, whether or not expressly identified as a separate pay item. Furthermore, Contractor shall perform and complete all work required for the construction of the Improvements embraced in the Project; namely, **DSRP 2026 IMPROVEMENTS** and required supplemental work, all in strict accordance with the contract documents including all addenda thereto (hereinafter referred to as the "Work"). All Work shall be performed in a good and workmanlike manner according to industry standards. The parties agree that the Statement of Work and the addenda to this Contract is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites.

ARTICLE 2. CONTRACTOR'S DUTIES

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

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

2.3 Completion of Work. Work shall commence after the date the Notice to Proceed is received by the Contractor following the preconstruction meeting, and Contractor shall complete the Work within **sixty (60) consecutive calendar days** after receiving the Notice to Proceed. Final acceptance of the Work shall occur only upon the City's written final acceptance after completion of all Work, punch-list items, closeout requirements, and delivery of all documents required by the Contract Documents. Payment of monies due hereunder does not constitute acceptance of the Work or waiver of defective or incomplete Work.

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

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

2.5 Insurance. Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the performance of the work under this Contract. Contractor shall not be covered by the City's liability carrier. Contractor shall, at its sole expense, acquire and maintain during the full term of this Contract insurance coverage with insurers licensed to do business in the State of Texas and acceptable to the City. The Contractor shall comply with all insurance requirements contained in *Article 5 of General Conditions and Division C*, including maintaining worker's compensation and liability coverage in stated amounts and providing proof of such coverage. Contractor shall cause its policies to require at least thirty (30) days' prior written notice to the City of cancellation, non-renewal, or material reduction in coverage, except ten (10) days' notice for cancellation due to non-payment where permitted by law.

2.6 Change Orders. Change orders from the City or requested by the Contractor shall be controlled by *Articles 10, 11 and 12 of the General Conditions*. The City shall have the continuing right to inspect and, upon reasonable cause, reject any Work provided by Contractor under this Contract. Contractor will at Contractor's cost promptly re-perform any Work to the extent necessary to correct any rejected Work, to correct any breach or to make the Work conform to the provisions of this Contract and any applicable Statement of Work (collectively, "Corrective Work"). The City's failure to inspect or to discover defective Work will not relieve Contractor from any liability or responsibility. Payment of any funds by the City to Contractor will not constitute a waiver or acceptance of any defective Work. If any Change Order, amendment, or supplemental agreement increases the Contract Price, Contractor shall, upon City request, furnish any rider, endorsement, or replacement bond necessary to maintain bond coverage in the full amount required by the Contract Documents.

2.7 Warranty and Maintenance Bond. The Contractor agrees to remedy all defects appearing in the Work or developing in the materials furnished or workmanship performed under this Contract during the warranty period of two (2) years after the date of final acceptance of the Work by the City, or such longer period as may be required elsewhere in the Contract Documents or by law. Contractor further agrees to indemnify and hold the City harmless from all costs encountered in remedying such defects. As a condition precedent to final payment and final acceptance, Contractor shall furnish to the City a two (2) year maintenance bond, in form and substance satisfactory to the City, for the full amount required by the Contract Documents. If Contractor fails to timely commence or complete corrective work after notice, the City may perform or cause others to perform such corrective work and recover all resulting costs from Contractor and/or the maintenance bond surety. Contractor further agrees to indemnify and hold the City harmless from any costs encountered in remedying such defects.
Contractor shall furnish to the City, before final payment and final acceptance, a two (2) year maintenance bond in form and substance satisfactory to the City and in the full amount required by the Contract Documents. Furthermore, Contractor shall:

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

2.8 Mandatory Disclosures. Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176), and the Contractor shall file a Form 1295 Certificate of Interested Parties (Form 1295) approved by the Texas Ethics Commission (Texas Government Code Section 2252.908). The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of lsrael; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.

ARTICLE 3. THE CONTRACT PRICE

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

ARTICLE 4. THE CONTRACT

The executed contract documents shall consist of the following components:

Exhibit A	Project Manual
Exhibit B	Plans
Exhibit C	Addenda
Exhibit D	Performance Bond
Exhibit E	Payment Bond
Exhibit F	Maintenance Bond
Exhibit G	Certificate of Insurance
Exhibit H	Contractor's Signed Cost Proposal
Exhibit I	Conflict of Interest Questionnaire
Exhibit J	Form 1295 Certificate

This Contract, together with other documents enumerated in this ARTICLE 4, which said other documents are as fully a part of this Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. References in the Contract Documents to "required bonds" include the Performance Bond, Payment Bond, and Maintenance Bond, each due at the time specified in the Contract Documents. In the event of a conflict, inconsistency, discrepancy, or ambiguity in the Contract Documents, the following order of precedence shall govern: (1) Addenda; (2) this Contract; (3) Supplemental Conditions; (4) General Conditions; (5) Technical Specifications; (6) Plans and Drawings; (7) Details; and (8) schedules, quantity sheets, and general notes. The more specific requirement shall govern over the more general requirement to the extent not inconsistent with the foregoing order of precedence. Contractor shall promptly notify the City and Owner's Representative in writing of any conflict or ambiguity before performing affected Work. The City objects to and rejects any terms contained within Contractor's statements of work, purchase orders, work orders, invoices, proposals, delivery tickets, or other document issued by Contractor that modify, alter, amend, or supplement the terms of this Contract, purport to affect the risk allocation scheme in this Contract, or add additional requirements to this Contract or any Statement of Work. The Parties agree that no changes to the risk allocation scheme set forth in this Contract may be made unless an amendment to this Contract is executed by authorized representatives of both Parties that specifically identifies this Contract and the specific terms or provisions that are amended. All performance, payment, and maintenance bonds required by this Contract shall be on forms included in the Contract Documents or otherwise expressly approved in writing by the City Attorney.

ARTICLE 5. TERMINATION AND DELAYS

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

ARTICLE 6. MISCELLANEOUS

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

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

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

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

If to the City:	**If to the Contractor:**
City of Dripping Springs	_____
Attn: City Administrator	_____
PO Box 384	_____
Dripping Springs, TX 78620	_____

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

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

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

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

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

6.10 Indemnification. Contractor hereby releases, and shall cause its insurers, its subcontractors, to release the City and its agents and assigns from any and all claims or causes of action which Contractor, its insurers, and/or its subcontractors might otherwise possess resulting

in or from or in any way connected with any loss covered or which should have been covered by insurance maintained and/or required to be maintained by Contractor and/or its subcontractors pursuant to this contract, even if such claims of causes of action arise from or are attributed to the sole or concurrent negligence of any City agent or from strict liability.

6.11 Liquidated Damages. [*See Section C-8 and the General Conditions.*]

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

CITY OF DRIPPING SPRINGS:

_____

Michelle Fischer, City Administrator

CONTRACTOR:

_____

Printed Name and Title

ATTEST:

_____

Signature

_____

Printed Name and Title

CORPORATE CERTIFICATIONS:

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

[CORPORATE SEAL]

_____
Corporate Secretary

_____
Printed Name

_____
Date

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 _____**2026**, a copy of which is hereto attached and made a part hereof for the construction of :

_____

_____

(hereinafter called the "Work").

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

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

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

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, 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 _____, **2026**.

ATTEST:

_____
(Principal) Secretary

_____
PRINCIPAL

By: _____

(SEAL)

_____
Address (State & Zip Code)

_____
Witness as to Principal

_____
Telephone Number

_____
Address (State and Zip Code)

ATTEST:

_____
(Surety) Secretary

_____
SURETY

By:_____

(SEAL)

_____
Address (State and Zip Code)

_____
Witness as to Surety (Signature)

_____
Telephone No. (Area Code)

_____
Witness Address (State and Zip Code)

_____
Surety NAIC No.

_____
Texas Agent for Service

_____
Texas Agent Address

_____
Texas Agent Phone/Email

_____
Power of Attorney Attached: Yes / No

PAYMENT BOND
EXAMPLE TEMPLATE

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we

(1) _____, a

(2) _____ of hereinafter called Principal and

(3) _____

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

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

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with (6) the City of Dripping Springs The Owner, dated the ___ day of _____, **2026**, a copy of which is hereto attached and made a part hereof for the construction of

_____

_____

(hereinafter called the "Work").

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____ **2026**.

ATTEST:

_____ _____

(Principal) Secretary PRINCIPAL

By: _____

(SEAL)

_____

Address (State & Zip Code)

_____ _____

Witness as to Principal Telephone Number

_____

Address (State and Zip Code)

ATTEST:

_____ _____

(Surety) Secretary SURETY

By:_____

(SEAL)

_____

Address (State and Zip Code)

_____ _____

Witness as to Surety Telephone No. (Area Code)

_____ _____

Witness Address (State and Zip Code) Surety NAIC No.

_____ _____

Texas Agent for Service Texas Agent Address

_____ _____

Texas Agent Phone/Email Power of Attorney Attached: Yes / No

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

NOTE: Bond must be submitted on this form or on a form approved in writing by the City Attorney. Power of Attorney for the attorney-in-fact must be attached.

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

_____
Title

_____ _____

Date: _____ (Affix Corporate Seal)

Telephone No.: _____

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

Total of premium charge $_____.

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

MAINTENANCE BOND
EXAMPLE TEMPLATE

THE STATE OF {}
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ ("Contractor") as principal, and _____ ("Surety") as surety are held and firmly bound unto City of Dripping Springs, Texas ("City") as obligee in the full and just sum of [Dollar Amount In Words] [$Dollar Amount], which sum shall be no less than one hundred percent (100%) of the final construction cost, and for which sum, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the said Contractor has by written agreement dated [insert date here] entered into a contract with City/Obligee to construct certain Improvements as described therein ("Contract") and as further described for reference as: Dripping Springs Ranch Park (DSRP) 2026 Improvements.

NOW THEREFORE, if the Contractor shall indemnify and hold harmless the City against loss or damage occasioned directly by the failure of said materials or workmanship, then this obligation to be void, otherwise to remain in full force and effect. It is understood, however, that this bond shall not include loss or damage by failure or workmanship or materials due to hurricane, cyclone, tornado, earthquake, volcanic eruption or any similar disturbance of nature, nor military, naval or usurped power, insurrection, riot or civil commotion, nor any act of God.

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

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

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

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

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

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

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

Signed and sealed this day of _____, _____ .

ATTEST:

_____ _____
(Principal) Secretary PRINCIPAL

By: _____

(SEAL)

_____
Address (State & Zip Code)

_____
Witness as to Principal

_____
Telephone Number

_____
Address (State and Zip Code)

ATTEST:

_____
(Surety) Secretary

_____
SURETY

By:_____

(SEAL)

_____
Address (State and Zip Code)

_____
Witness as to Surety (Signature)

_____
Telephone No. (Area Code)

_____
Witness Address (State and Zip Code)

_____
Surety NAIC No.

_____
Texas Agent for Service

_____
Texas Agent Address

_____
Texas Agent Phone/Email

_____
Power of Attorney Attached: Yes / No

NOTE: Maintenance bond must be on this form or another form approved in writing by the City Attorney. Power of Attorney for the attorney-in-fact must be attached.

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

_____
Title

_____ _____

Date: _____ (Affix Corporate Seal)

Telephone No.: _____

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

Total of premium charge $_____.

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

SECTION C-5
CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE
CITY OF DRIPPING SPRINGS
MINIMUM INSURANCE PROVISIONS AND LIMITS
FOR CONSTRUCTION, REPAIR, INSTALLATION AND MAINTENANCE CONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Certificates of insurance alone are not sufficient to satisfy the additional insured, waiver of subrogation, primary and non-contributory, or notice requirements where endorsement language is required by the Contract Documents. The certificates of insurance must be updated and resubmitted to the City to show renewal coverages, as applicable, at least thirty (30) days prior to expiration of any one or more policies.

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

NOTICE OF AWARD

To: _____
_____
_____

Project: DRIPPING SPRINGS RANCH PARK (DSRP) 2026 IMPROVEMENTS (#PARKS-2026-01)

The City of Dripping Springs has considered the proposals submitted for the above described project in response to its advertisement for proposals dated May 13th, 2026 and related information to Respondents.

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

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

If you fail to submit the proposed Contract, the required Performance Bond and Payment Bond, and the Certificate of Insurance within ten (10) days from your receipt of this Notice, your proposal will be considered as withdrawn and your proposal bond will be forfeited. Any required Maintenance Bond shall be furnished at the time specified in the Contract Documents as a condition to final payment and final acceptance.

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

Dated this ____day of _____, 2026.

CITY OF DRIPPING SPRINGS.

_____
City Engineer

ACKNOWLEDGEMENT:

Receipt of this Notice is hereby acknowledged.

Dated this _____day of _____, 2026.

_____
Authorized Signature

Title:_____

NOTICE TO PROCEED

Date: _____

To: _____

_____

_____

Project: DRIPPING SPRINGS RANCH PARK (DSRP) 2026 IMPROVEMENTS (#PARKS-2026-01)

In accordance with the construction contract dated_____,
you are hereby notified to commence work no later than _____.
Contract time is: **60 calendar days**.
Substantial Completion Date is: _____

CITY OF DRIPPING SPRINGS.

_____
City Engineer

The above NOTICE TO PROCEED is hereby acknowledged by

_____

on this the _____day of _____2026.

_____
Authorized Signature

_____
Name:

Title:_____

CONTRACT TIME & LIQUIDATED DAMAGES

The Contract Performance for this project shall be **60 Calendar Days** as defined in the Specifications under General Conditions.

The time set forth in the proposal for the completion of the work is an essential element of the Contract. For each working day under the conditions described in the preceding Paragraph that any work shall remain uncompleted after the expiration of the calendar days specified in the Contract, together with any additional working days allowed, the amount per day given in the following schedule will be deducted from the money due or to become due the Contractor, not as a penalty but as liquidated damages. Assessment of liquidated damages shall not preclude the City from exercising any other right or remedy available under the Contract Documents, except to the extent recovery of duplicative delay damages would be prohibited by applicable law.

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

EQUAL OPPORTUNITY CLAUSE

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

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

Equal Employment Opportunity is

THE LAW

Employers Holding Federal Contracts or Subcontracts

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

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

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

INDIVIDUALS WITH DISABILITIES

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

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

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

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

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

Private Employment, State and Local Governments, Educational Institutions

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

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

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

DISABILITY

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

AGE

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

SEX (WAGES)

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

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

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

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

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX

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

INDIVIDUALS WITH DISABILITIES

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

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

WAGE DETERMINATION

Wage Rates. Pursuant to Section 2258.023(a), Texas Government Code, as amended, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages set forth by the Davis Bacon General Decision Number: TX20260007 01/02/2026 below:

""General Decision Number: TX20260007 01/02/2026

Superseded General Decision Number: TX20250007

State: Texas

Construction Type: Heavy

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

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

Modification Number	Publication Date
0	01/02/2026

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		

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

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

================================================================

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

Note: Executive Order 13658 generally applies to contracts
subject to the Davis-Bacon Act that were awarded on or between
January 1, 2015 and January 29, 2022, and that have not been
renewed or extended on or after January 30, 2022. Executive
Order 13658 does not apply to contracts subject only to the
Davis-Bacon Related Acts regardless of when they were awarded.
If a contract is subject to Executive Order 13658, the
contractor must pay all covered workers at least $13.30 per
hour (or the applicable wage rate listed on this wage
determination, if it is higher) for all hours spent performing
on the contract in 2025.  The applicable Executive Order
minimum wage rate will be adjusted annually.   Additional
information on contractor requirements and worker protections
under Executive Order 13658 is available at
www.dol.gov/whd/govcontracts.
```

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests

for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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END OF GENERAL DECISION”

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

Engineer/Architect (E/A):
Name: Chad Gilpin, P.E. – City Engineer
Company: City of Dripping Springs
Address: 511 Mercer St., Dripping Springs TX 78620
Phone: 512-220-8100
E-mail: cgilpin@cityofdrippingsprings.com

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

Owner's Representative:
Name: Garrett Osborne – City Project Manager
Company: City of Dripping Springs
Address: 511 Mercer St., Dripping Springs TX 78620
Phone: 512-858-4725
E-mail: GOsborne@cityofdrippingsprings.com

DIVISION D
CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS OF THE CONTRACT

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ARTICLE 1 – DEFINITIONS

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

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

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

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

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

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

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

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

1.8 Change Orders - Written agreements entered into between CONTRACTOR and OWNER authorizing an addition, deletion, or revision to the Contract, issued on or after the Execution Date of the Agreement.

1.9 Claim - A written demand seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract.

1.10 Contract - The binding legal agreement between the OWNER and the CONTRACTOR. The Contract represents the entire and integrated agreement between OWNER and CONTRACTOR for performance of the Work, as evidenced by the Contract Documents.

1.11 Contract Amount - The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents.

1.12 Contract Awarding Authority - A City department authorized to enter into Contracts on behalf of the City.

1.13 Contract Documents - Project Manual, Drawings, Addenda and Change Orders.

1.14 Contract Time - The number of days allowed for completion of the Work as defined by the Contract. When any period is referred to in days, it will be computed to exclude the first and include the last day of such period. A day of twenty-four hours measured from midnight to the next midnight will constitute a day.

1.15 CONTRACTOR - The individual, firm, corporation, or other business entity with whom OWNER has entered into the Contract for performance of the Work.

1.16 Critical Path - The longest series of tasks that runs consecutively from the beginning to the end of the project, as determined by duration and workflow sequence. This longest path sets the managerial standard for how quickly a project can be completed, given appropriate resources.

1.17 Drawings - Those portions of the Contract Documents which are graphic representations of the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which have been approved by OWNER. Drawings may include plans, elevations, sections, details, schedules and diagrams. Shop Drawings are not Drawings as so defined.

1.18 Due Date - The date and time specified for receipt of Bids.

1.19 Engineer/Architect (E/A) - The OWNER's design professional identified as such in the Contract. The titles of "Architect/Engineer," "Architect" and "Engineer" used in the Contract Documents shall read the same as Engineer/Architect (E/A). Nothing contained in the Contract Documents shall create any contractual or agency relationship between E/A and CONTRACTOR.

1.20 Equal - The terms "equal" or "approved equal" shall have the same meaning.

1.21 Execution Date - Date of last signature of the parties to the Agreement.

1.22 Field Order - A written order issued by Owner's Representative which orders minor changes in the Work and which does not involve a change in the Contract Amount or the Contract Time.

1.23 Final Completion - The point in time when OWNER determines that all Work has been completed and final payment to CONTRACTOR will be made in accordance with the Contract Documents.

1.24 Force Account - a basis of payment for the direct performance of Work with payment based on the actual cost of the labor, equipment and materials furnished and consideration for overhead and profit as set forth in Section 11.5.

1.25 Inspector - The authorized representative of any regulatory agency that has jurisdiction over any portion of the Work.

1.26 Invitation for Bid (IFB) - a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper and/or the Internet.

1.27 Legal Holidays

1.27.1 The following are recognized by the OWNER:

Holiday	Date Observed
New Year's Day	January 1
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

1.27.2 If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

1.27.3 Christmas Eve is observed only if it falls on a Monday through Thursday. If Christmas Eve falls on a Friday, that day is observed as the Christmas Day holiday.

1.28 Milestones - A significant event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

1.29 Notice to Proceed - A Written Notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

1.30 OWNER - City of Dripping Springs, Texas, a municipal corporation, general law, Type A city and political subdivision organized and existing under the laws of the State of Texas, acting through the City Council's designee, officers, agents or employees to administer design and construction of the Project.

1.31 Owner's Representative - The designated representative of the OWNER.

1.32 Partial Occupancy or Use - Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work, provided OWNER and CONTRACTOR have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, utilities, corrective work, insurance and warranties.

1.33 Project - The subject of the Work and its intended result.

1.34 Project Manual - That portion of the Contract Documents which may include the following: introductory information; bidding requirements, Contract forms and General and Supplemental General Conditions; General Requirements; Specifications; Drawings; MBE/WBE or DBE Procurement Program Package; Project Safety Manual; and Addenda.

1.35 Resident Project Representative - The authorized representative of E/A who may be assigned to the site or any part thereof.

1.36 Shop Drawings - All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR as required by the Contract Documents.

1.37 Specifications - Those portions of the Contract Documents consisting of written technical descriptions as applied to the Work, which set forth to CONTRACTOR, in detail, the requirements which must be met by all materials, equipment, construction systems, standards, workmanship, equipment and services in order to render a completed and useful project.

1.38 Solicitation - Solicitation means, as applicable, an Invitation for Bid or a Request for Proposal.

1.39 Substantial Completion - The stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so OWNER can occupy or utilize the Work for its intended use, as evidenced by a Certificate of Substantial Completion approved by OWNER.

1.40 Subcontractor - An individual, firm, corporation, or other business entity having a direct contract with CONTRACTOR for the performance of a portion of the Work under the Contract.

1.41 Sub-Subcontractor - A person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the work.

1.42 Superintendent - The representative of CONTRACTOR authorized in writing to receive and fulfill instructions from the Owner's Representative, and who shall supervise and direct construction of the Work.

1.43 Supplemental General Conditions - The part of the Contract Documents which amends or supplements the General Conditions. All General Conditions which are not so amended or supplemented remain in full force and effect.

1.44 Supplier - An individual or entity having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

1.45 Time Extension Request - An approved request for time extension on a form acceptable to OWNER.

1.46 Work - The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents.

1.47 Working Day - Any day of the week, not including Saturdays, Sundays, or Legal Holidays in which conditions under the CONTRACTOR's control will permit work for a continuous period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m. Upon agreement with Owner's Representative, work on Saturdays, Sundays and/or Legal Holidays may be allowed and will be considered a Working Day.

1.48 Working Hours

1.48.1 Working Day Contract: All Work shall be done between 7:00 a.m. and 5:00 p.m. unless authorized by Owner's Representative. However, emergency work may be done without prior permission as indicated in paragraph 6.11.5. If night Work is authorized and conditions under CONTRACTOR's control will permit Work for a continuous period of not less than seven (7) hours between 12:00 a.m. and 11:59 p.m. it will be considered a Working Day. Night Work may be revoked at any time by OWNER if CONTRACTOR fails to maintain adequate equipment and supervision for the prosecution and control of the night Work.

1.48.2 Calendar Day Contract: All Work shall be done between 7:00 a.m. and 6:00 p.m. unless authorized by Owner's Representative. However, emergency work may be done without prior permission as indicated in paragraph 6.11.5. Night Work may be revoked at any time by OWNER if CONTRACTOR fails to maintain adequate equipment and supervision for the prosecution and control of the night Work.

1.49 Written Notice - Written communication between OWNER and CONTRACTOR. Written Notice shall be deemed to have been duly served if delivered in person to Owner's Representative or CONTRACTOR's duly authorized representative, or if delivered at or sent by registered or certified mail to the attention of Owner's Representative or CONTRACTOR's duly authorized representative at the last business address known to the party giving notice.

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Delivery of Agreement, Bonds, Insurance, etc.: Within ten (10) Calendar Days after written notification of award of Contract, CONTRACTOR shall deliver to OWNER signed Agreement, Bond(s), Insurance Certificate(s) and other documentation required for execution of Contract.

2.2 Copies of Documents: OWNER shall furnish to CONTRACTOR with digital copies of the Contract Documents unless otherwise specified. CONTRACTOR will be responsible for furnishing hardcopies for CONTRACTOR and subcontractor use.

2.3 Commencement of Contract Times; Notice to Proceed: The Contract Time(s) will begin to run on the day indicated in the Notice to Proceed. Notice to Proceed will be given at any time within sixty (60) calendar days after the Execution Date of the Agreement, unless extended by written agreement of the parties.

2.4 Before Starting Construction:

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

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

.1 A proposed Baseline Schedule developed using Microsoft Project software, unless otherwise approved by Owner's Representative ("Baseline Schedule") to confirm that all Work will be completed within the Contract time. The Baseline Schedule must (i) indicate the times (number of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents, (ii) identify the Critical Path for completing the Work, (iii) identify when all Subcontractors will be utilized, and (iv) take into consideration any limitations on Working Hours, including baseline Rain Days on Calendar Day Contracts. This Baseline Schedule, a copy of which shall be made available at the job site(s), must contain sufficient detail to indicate that the CONTRACTOR has properly identified required Work elements and tasks, has provided for a sufficient and proper workforce and integration of Subcontractors, has provided sufficient resources and has considered the proper sequencing of the Work required to result in a successful Project that can be completed within the Contract time;

.2 An organizational chart showing the principals, management personnel, Superintendent and project manager who will be involved with the Work, including each one's responsibilities for the Work;

.3 A preliminary schedule of Shop Drawing and sample submittals;

.4 A preliminary schedule of values for all of the Work, subdivided into component parts in sufficient detail to serve as the basis for progress payments during

construction. Such prices will be deemed to include an appropriate amount of overhead and profit applicable to each item of Work;

.5 If applicable, an excavation safety system plan;

.6 If applicable, a plan illustrating proposed locations of temporary facilities;

.7 A letter designating the Texas Registered Professional Land Surveyor for layout of the Work, if the Work requires the services of a surveyor; and

.8 Appropriate safety training certificates for workers that will initially be on site.

2.4.3 Neither the acceptance nor the approval of any of the submittals required in paragraph 2.4.2, above, will constitute the adoption, affirmation, or direction of the CONTRACTOR'S means and methods.

2.5 Preconstruction Conference: Prior to commencement of Work at the site, CONTRACTOR must attend a preconstruction conference with Owner's Representative and others, as set forth in Contract documents.

2.6 Initially Acceptable Schedules: Unless otherwise provided in the Contract Documents, CONTRACTOR shall obtain approval of Owner's Representative on the Baseline Schedule submitted in accordance with paragraph 2.4.2.1 before the first progress payment will be made to CONTRACTOR. The Baseline Schedule must provide for an orderly progression of the designated portion of the Work to completion within any specified Milestones and Contract Times. Acceptance of the schedule by Owner's Representative will neither impose on Owner's Representative responsibility or liability for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility for such Work. CONTRACTOR's schedule of Shop Drawings and sample submissions must provide an acceptable basis for reviewing and processing the required submittals.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Intent:

3.1.1 The intent of the Contract Documents is to include all information necessary for the proper execution and timely completion of the Work by CONTRACTOR. The CONTRACTOR will execute the Work described in and reasonably inferable from the Contract Documents as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In cases of disagreement, the following order of precedence shall generally govern (top item receiving priority of interpretation):

Signed Agreement
Addendum to the Contract Documents, including approved changes
Supplemental General Conditions
General Conditions
Other Bidding Requirements and Contract Forms
Special Provisions to the Standard Technical Specifications
Special Specifications
Standard Technical Specifications
Drawings (figured dimensions shall govern over scaled dimensions)
Project Safety Manual (if applicable),

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

3.1.2 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

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

3.3 Amending and Supplementing Contract Documents:

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

.1 Change Order.

.2 Change Directive.

.3 Time Extension Request.

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

.1 Field Order.

.2 Review of a Shop Drawing or sample.

.3 Written interpretation or clarification.

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

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

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE & PHYSICAL CONDITIONS

4.1 Availability of Lands: The OWNER will provide access to all land and interests in land required for the Work and will notify CONTRACTOR of any restrictions in such access.

CONTRACTOR may make a claim if OWNER fails to provide timely access to the Work. CONTRACTOR must obtain any additional temporary construction facilities, stockpiling or storage sites not otherwise provided.

4.2 Subsurface and Physical Conditions:

4.2.1 CONTRACTOR specifically represents that it has carefully examined the plans, the geotechnical report, if any, and the site of the proposed Work and is thoroughly familiar with all of the conditions surrounding construction of the Project, having had the opportunity to conduct any and all additional inquiry, tests and investigation that he/she deems necessary and proper. CONTRACTOR acknowledges the receipt of the geotechnical report, if any, and agrees that the report, while it is an accurate record of the geotechnical conditions at the boring locations, is not a guarantee of specific site conditions which may vary between boring locations.

4.2.2 CONTRACTOR must notify OWNER in writing as soon as reasonably possible, but no later than three (3) calendar days, if unforeseen conditions are encountered at the site which are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, that differ materially from those normally encountered in the type of work being performed under this Contract. CONTRACTOR may not disturb the conditions until OWNER conducts an investigation. Owner's Representative and E/A will promptly investigate such conditions with E/A. If it is determined that such conditions differ materially and cause an increase or decrease in the CONTRACTOR's cost of or time required for performance of any part of the Work, Owner's Representative will recommend an equitable adjustment in the Contract Amount or Contract Time, or both. If it is determined that such conditions are not materially different from those indicated in the Contract Documents, Owner's Representative will notify CONTRACTOR in writing of such findings and the Contract will not be adjusted. CONTRACTOR may dispute such a determination in accordance with Article 16.

4.2.3 Notwithstanding any other provision of this Contract, CONTRACTOR is solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the Work area. "Public utility lines" means the utility distribution and supply system, and "utility customer service lines" means the utility lines connecting customers to the utility distribution and collection system. Generally, existing utility customer service line connections are not shown on the Drawings. CONTRACTOR shall notify "One Call" and exercise due care to locate, mark, uncover and otherwise protect all such lines in the construction zone and any of CONTRACTOR's work or storage areas. CONTRACTOR's responsibility for the location and protection of utilities is primary and nondelegable. **CONTRACTOR shall indemnify or reimburse such expenses or costs (including fines that may be levied against OWNER) that may result from unauthorized or accidental damage to all public lines and utility customer service lines in the work area.** OWNER reserves the right to repair any damage CONTRACTOR causes to such utilities at CONTRACTOR's expense. If a public line and/or customer service line is damaged by CONTRACTOR, CONTRACTOR shall give verbal notice within one (1) hour and written notice within twenty-four (24) hours to the Owner's Representative.

4.2.4 CONTRACTOR shall take reasonable precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological or historical significance. No objects of this nature shall be disturbed without written permission of OWNER and

Texas Historical Commission. When such objects are uncovered unexpectedly, CONTRACTOR shall stop all Work in close proximity and notify Owner's Representative and Texas Historical Commission of their presence and shall not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities uncovered on OWNER's property shall remain property of State of Texas, Texas Historical Commission conforming to Texas Natural Resources Code. If it is determined by OWNER, in consultation with Texas Historical Commission, that exploration or excavation of primitive records or antiquities on Project site is necessary to avoid loss, CONTRACTOR shall cooperate in salvage work attendant to preservation. If the Work stoppage or salvage work causes an increase in CONTRACTOR's cost of, or time required for, performance of the Work, the Contract Amount and/or Contract Time will be equitably adjusted.

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

4.4 Hazardous Materials:

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

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

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

4.4.4 Hazardous material definitions and procedures.

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

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

.3 CONTRACTOR shall be obligated to resume Work at the affected area of the Project only after OWNER's Representative provides written certification that (i) the Hazardous Materials have been removed or rendered harmless and (ii) all

necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or site. The CONTRACTOR shall be responsible for continuing the Work in the unaffected portion of the Project and site.

.4 CONTRACTOR will be entitled, in accordance with these General Conditions, to an adjustment in its Contract Amount and/or Contract Time(s) to the extent CONTRACTOR's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.

.5 Notwithstanding the preceding provisions of this Section 4.1, OWNER is not responsible for Hazardous Materials introduced to the Site by CONTRACTOR, Subcontractors or anyone for whose acts they may be liable. **CONTRACTOR shall indemnify, defend and hold harmless OWNER and OWNER's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those hazardous materials introduced to the site by CONTRACTOR, Subcontractors or anyone for whose acts they may be liable.**

4.4.5 CONTRACTOR shall be responsible for use, storage and remediation of any hazardous materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers or anyone else for whom CONTRACTOR is responsible.

ARTICLE 5 - BONDS AND INSURANCE

5.1 Surety and Insurance Companies: All bonds and insurance required by the Contract Documents shall be obtained from solvent surety or insurance companies that are duly licensed by the State of Texas and authorized to issue bonds or insurance policies for the limits and coverages required by the Contract Documents. The bonds shall be in a form acceptable to OWNER and shall be issued by a surety which complies with the requirements of Texas Insurance Code, Title 12, Chapter 3503. The surety must obtain reinsurance for any portion of the risk that exceeds 10% of the surety's capital and surplus. For bonds exceeding $100,000, the surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

5.2 Workers' Compensation Insurance Coverage:

5.2.1 Definitions:

.1 Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

.2 Duration of the Project - includes the time from the beginning of the Work on the Project until the CONTRACTOR's/ person's Work on the Project has been completed and accepted by OWNER.

.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code, Section 406.096) - includes all persons or entities performing all or part of the

services the CONTRACTOR has undertaken to perform on the Project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, Subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

5.2.2 CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the Project, for the duration of the Project.

5.2.3 CONTRACTOR must provide a certificate of coverage to OWNER prior to being awarded the Contract.

5.2.4 If the coverage period shown on the CONTRACTOR's current certificate of coverage ends during the duration of the Project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with OWNER showing that coverage has been extended.

5.2.5 CONTRACTOR shall obtain from each person providing services on the Project, and provide to OWNER:

.1 A certificate of coverage, prior to that person beginning Work on the Project, so OWNER will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

.2 No later than seven (7) days after receipt by CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

5.2.6 CONTRACTOR shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

5.2.7 CONTRACTOR shall notify OWNER in writing by certified mail or personal delivery, within ten (10) days after CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

5.2.8 CONTRACTOR shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

5.2.9 CONTRACTOR shall contractually require each person with whom it contracts to provide services on a Project, to:

.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

.2 Provide to CONTRACTOR, prior to that person beginning Work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

.3 Provide CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.4 Obtain from each other person with whom it contracts, and provide to CONTRACTOR: a) a certificate of coverage, prior to the other person beginning Work on the Project; and b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.5 Retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;

.6 Notify OWNER in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

.7 Contractually require each person with whom it contracts, to perform as required by paragraphs 5.2.9.1 - 5.2.9.7, with the certificates of coverage to be provided to the person for whom they are providing services.

5.2.10 By signing this Contract or providing or causing to be provided a certificate of coverage, CONTRACTOR is representing to OWNER that all employees of the CONTRACTOR who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Worker's Compensation Commission's Division of Self- Insurance Regulation. Providing false or misleading information may subject CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

5.2.11 CONTRACTOR's failure to comply with any of these provisions is a breach of Contract by CONTRACTOR which entitles OWNER to declare the Contract void if CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from OWNER.

5.3 Other Bond and Insurance Requirements: For additional insurance requirements, refer to Division C.

5.4 Bonds:

5.4.1 General.

.1 Bonds, when required, shall be executed on forms furnished by or acceptable to OWNER. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

.2 If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements of the preceding paragraph, CONTRACTOR shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to OWNER.

.3 When Performance Bonds and/or Payment Bonds are required, each shall be issued in an amount of one hundred percent (100%) of the Contract Amount as security for the faithful performance and/or payment of all CONTRACTOR's obligations under the Contract Documents. Performance Bonds and Payment

Bonds shall be issued by a solvent surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law. Any surety duly authorized to do business in Texas may write Performance and Payment Bonds on a project without reinsurance to the limit of ten percent (10%) of its capital and surplus. Such a surety must reinsure any obligations over ten percent (10%).

.4 Each bond shall identify the Principal exactly as named in the Agreement, shall describe the Work exactly as stated in the Agreement or other Contract Documents, shall be dated no earlier than the date of the Agreement, and shall be accompanied by the surety's power of attorney and such other supporting information as OWNER may reasonably require, including evidence of authority to do business in Texas and Treasury-list or reinsurance compliance if applicable.

.5 References in the Contract Documents to "required bonds" include the Performance Bond, Payment Bond, and Maintenance Bond, each to be furnished at the time specified in the Contract Documents.

5.4.2 Performance Bond.

.1 If the Contract Amount exceeds $100,000, CONTRACTOR shall furnish OWNER with a Performance Bond.

.2 If the Contract Amount exceeds $25,000 but is less than or equal to $100,000, CONTRACTOR shall furnish OWNER with a Performance Bond, unless the original Contract Time is 60 Calendar Days/40 Working Days or less, in which case CONTRACTOR can agree to the following terms and conditions for payment in lieu of providing a Performance Bond: no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER; CONTRACTOR shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the two (2) year warranty period.

.3 If the Contract Amount is less than or equal to $25,000, CONTRACTOR will not be required to furnish a Performance Bond; provided that no moneys will be paid to CONTRACTOR until completion and acceptance of the Work by OWNER under the following terms and conditions: CONTRACTOR shall be entitled to receive 95% of the Contract Amount following Final Completion, and the remaining 5% of the Contract Amount following the two (2) year warranty period.

.4 If a Performance Bond is required to be furnished, it shall extend for the two (2) year warranty period.

5.4.3 Payment Bond.

.1 If the Contract Amount exceeds $50,000, CONTRACTOR shall furnish OWNER with a Payment Bond.

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

5.4.4 Maintenance Bond.

.1 Before final payment and final acceptance, CONTRACTOR shall furnish the OWNER with a maintenance bond, in form and substance satisfactory to OWNER,

to assure the quality of the materials and workmanship and maintenance of all required improvements, including OWNER'S costs of enforcing the bond and administering the correction and/or replacement of covered improvements.

.2 The maintenance bond shall be satisfactory to the OWNER as to form, sufficiency, and manner of execution.

.3 Said bond shall be in an amount equal to one hundred percent (100%) of the cost of improvements verified by the ENGINEER and shall run for a period of two (2) calendar years measured from the date of final acceptance.

.4 In an instance where a maintenance bond has been posted and a defect or failure of any required improvements occurs within the period of coverage, the OWNER shall require that the improvements be repaired or replaced by the CONTRACTOR who issued the bond. If the improvements or repairs are not completed in what the OWNER deems to be a timely manner, the OWNER may declare said bond to be in default and require that improvements be repaired or replaced by the bonding company.

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence:

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

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

.1 CONTRACTOR shall present the resume of the proposed Superintendent to the Owner's Representative showing evidence of experience and successful superintendence and direction of work of a similar scale and complexity. If, in the opinion of the Owner's Representative, the proposed Superintendent does

not indicate sufficient experience in line with the Work, he/she will not be allowed to be the designated Superintendent for the Work.

.2 The Superintendent shall not be replaced without Written Notice to Owner's Representative. If CONTRACTOR deems it necessary to replace the Superintendent, CONTRACTOR shall provide the necessary information for approval, as stated above, on the proposed new Superintendent.

.3 A qualified substitute Superintendent may be designated in the event that the designated Superintendent is temporarily away from the Work, but not to exceed a time limit acceptable to the Owner's Representative. CONTRACTOR shall replace the Superintendent upon OWNER's request in the event the Superintendent is unable to perform to OWNER's satisfaction.

6.2 Labor, Materials and Equipment:

6.2.1 CONTRACTOR shall maintain a work force adequate to accomplish the Work within the Contract Time. CONTRACTOR agrees to employ only orderly and competent workers, skillful in performance of the type of Work required under this Contract. CONTRACTOR, Subcontractors, Sub-subcontractors, and their employees may not use or possess any alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on OWNER's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job. Subject to the applicable provisions of Texas law, CONTRACTOR, Subcontractors, Sub-subcontractors, and their employees may not use or possess any firearms or other weapons while on the job or on OWNER'S property. If OWNER or Owner's Representative notifies CONTRACTOR that any worker or representative of Contractor is incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Texas law, or has possessed or was under the influence of alcohol or drugs on the job, CONTRACTOR shall immediately remove such worker or representative, including an officer or owner of CONTRACTOR, from performing Contract Work, and may not employ such worker or representative again on Contract Work without OWNER's prior written consent. CONTRACTOR shall at all times maintain good discipline and order on or off the site in all matters pertaining to the Project.

6.2.2 Unless otherwise specified in the contract documents, CONTRACTOR shall provide and pay for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.2.3 All materials and equipment shall be of good quality and new (including new products made of recycled materials, pursuant to Section 361.426 of the Texas Health & Safety Code), except as otherwise provided in the Contract Documents. If required by Owner's Representative, CONTRACTOR shall furnish satisfactory evidence (reports of required tests, manufacturer's certificates of compliance with material requirements, mill reports, etc.) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

6.2.4 Substitutes and "Approved Equal" Items:

.1 Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. No substitution or "approved equal" request shall be made after bid except with the prior written approval of OWNER. OWNER and E/A may reject any proposed substitution in their sole reasonable discretion. Contractor shall bear all costs and risks associated with any requested substitution, including review time, redesign, coordination, delay, incompatibility, lifecycle impacts, and rework. If a substitution request is allowed, it shall be submitted through Owner's Representative under the following circumstances:

.1.1 "Approved Equal": If in E/A's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by E/A as an "approved equal" item, in which case review of the proposed item may, in E/A's sole discretion, be accomplished without compliance with some or all of the requirements for evaluation of proposed substitute items. CONTRACTOR shall provide E/A with the documentation required for E/A to make its determination.

.1.2 Substitute Items: If in E/A's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "approved equal" item under subparagraph 6.2.4.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information to allow E/A to determine that the item of material or equipment proposed is essentially equivalent to that named and a substitute therefore.

.2 Substitute Construction Methods and Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may, at CONTRACTOR'S sole risk, including disruptions to the Critical Path of the Progress Schedule, with prior approval of E/A furnish or utilize a substitute means, method, technique, sequence, or procedure of construction. CONTRACTOR shall submit sufficient information to Owner's Representative to allow E/A, in E/A's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by E/A will be same as that provided for substitute items.

.3 E/A's Evaluation: E/A will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to subparagraphs 6.2.4.1.1 and 6.2.4.1.2. E/A will be the sole judge of acceptability. No "approved equal" or substitute shall be ordered, installed, or utilized until E/A's review is complete, which will be evidenced by either a Change Order or completion of the Shop Drawing review procedure. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety bond with respect to any "approved equal" or substitute or for any other delay or disruption to the Critical Path of the Project Schedule attributable to any such substitution. OWNER shall not be responsible for any delay due to review time for any "approved equal" or substitute.

.4 CONTRACTOR's Expense: All data and documentation to be provided by CONTRACTOR in support of any proposed "approved equal" or substitute item will be at CONTRACTOR's expense.

.5 The approval of the E/A will not relieve the CONTRACTOR from primary responsibility and liability for the suitability and performance of any proposed substitute item, method or procedure and will not relieve CONTRACTOR from its primary responsibility and liability for curing defective Work and performing warranty work, which the CONTRACTOR shall cure and perform, regardless of any claim the CONTRACTOR may choose to advance against the E/A or manufacturer.

6.2.5 CONTRACTOR agrees to assign to OWNER any rights it may have to bring antitrust suits against its Suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing agreements. CONTRACTOR further agrees to cooperate with OWNER should OWNER wish to prosecute suits against Suppliers for illegal price fixing.

6.3 Progress Schedule: Unless otherwise provided in the contract documents, CONTRACTOR shall adhere to the Baseline Schedule established in accordance with paragraph 2.6 as it may be adjusted from time to time as provided below:

6.3.1 CONTRACTOR shall submit to Owner's Representative for review and approval any proposed adjustments in the Progress Schedule that will not change the Contract Times or Milestones on a monthly basis. Any such proposed adjustments must be substantiated with documentation of any changes to the underlying logic of the Progress Schedule. CONTRACTOR's Progress Schedule must show how the CONTRACTOR will consistently advance the progress of the Work in accordance with the Critical Path of the Work and the Contract Time or Milestones. Such adjustments will conform generally to the Progress Schedule then in effect and additionally will comply with any provisions of the contract documents applicable thereto.

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

6.4 Concerning Subcontractors, Suppliers and Others:

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

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

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

6.4.4 CONTRACTOR shall be fully responsible to OWNER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or E/A to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by laws and regulations.

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

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

6.4.7 CONTRACTOR shall pay each Subcontractor and Supplier their appropriate share of payments made to CONTRACTOR not later than ten (10) Calendar Days of CONTRACTOR's receipt of payment from OWNER.

6.4.8 To the extent allowed by Texas law, the OWNER shall be deemed to be a third party beneficiary to each subcontract and may, if OWNER elects, following a termination of the CONTRACTOR, require that the Subcontractor(s) perform all or a portion of unperformed duties and obligations under its subcontract(s) for the benefit of the OWNER, rather than the CONTRACTOR; however, if the OWNER requires any such performance by a Subcontractor for the OWNER's direct benefit, then the OWNER shall be bound and obligated to pay such Subcontractor the reasonable value for all Work performed by such Subcontractor to the date of the termination of the CONTRACTOR, less previous payments, and for all Work performed thereafter. In the event that the OWNER elects to invoke its right under this section, OWNER will

provide notice of such election to the CONTRACTOR and the affected Subcontractor(s).

6.5 Patent Fees and Royalties:

6.5.1 CONTRACTOR shall be responsible at all times for compliance with applicable patents or copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the Work or the formulation or presentation of its Bid.

6.5.2 CONTRACTOR shall pay all royalties and license fees and shall provide, prior to commencement of Work hereunder and at all times during the performance of same, for lawful use of any design, device, material or process covered by letters, patent or copyright by suitable legal agreement with the patentee, copyright holder, or their duly authorized representative whether or not a particular design, device, material, or process is specified by OWNER.

6.5.3 CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright and shall save OWNER harmless from any loss or liability, direct or indirect, arising with respect to CONTRACTOR's process in the formulation of its Bid or the performance of the Work or otherwise arising in connection therewith. OWNER reserves the right to provide its own defense to any suit or claim of infringement of any patent or copyright in which event CONTRACTOR shall indemnify and save harmless OWNER from all costs and expenses of such defense as well as satisfaction of all judgments entered against OWNER.

6.5.4 OWNER shall have the right to stop the Work and/or terminate this Agreement at any time in the event CONTRACTOR fails to disclose to OWNER that CONTRACTOR's work methodology includes the use of any infringing design, device, material or process.

6.6 Permits, Fees: Unless otherwise provided in the Supplemental General Conditions, CONTRACTOR shall obtain and pay for all construction permits, licenses and fees required for prosecution of the Work.

6.7 Laws and Regulations:

6.7.1 CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performing the Work, including arranging for and obtaining any required inspections, tests, approvals or certifications from any public body having jurisdiction over the Work or any part thereof. Except where otherwise expressly required by applicable laws and regulations, neither OWNER nor E/A shall be responsible for monitoring CONTRACTOR's compliance with any laws and regulations.

6.7.2 Maintaining clean water, air and earth or improving thereon shall be regarded as of prime importance. CONTRACTOR shall plan and execute its operations in compliance with all applicable Federal, State and local laws and regulations concerning control and abatement of water pollution and prevention and control of air pollution.

6.7.3 If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to laws or regulations, CONTRACTOR shall bear all claims, costs, losses and

damages arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with laws and regulations, but this does not relieve CONTRACTOR of CONTRACTOR's obligations under Article 3.

6.7.4 This Work is subject to the Texas Pollution Discharge Elimination System (TPDES) permitting requirements for the installation and maintenance of temporary and permanent erosion and sediment controls and storm water pollution prevention measures throughout the construction period.

As applicable based TCEQ requirements related to project size and area of disturbance CONTRACTOR shall be responsible for:

.1 Prepare Storm Water Pollution Prevention Plan (SWPPP).

.2 CONTRACTOR shall file the Notice of Intent to the Texas Commission on Environmental Quality (TCEQ). CONTRACTOR shall pay the TPDES storm water application fee.

.3 Posting of TCEQs "Construction Site Notice" near the main entrance of the work.

.4 Inspection and Maintenance of all erosion/sedimentation controls.

.5 Update the SWPPP as necessary to comply with TPDES permitting requirements, which includes noting changes in erosion / sedimentation controls and other best management practices that are part of the SWPPP and which may be necessary due to the results of inspection reports.

.6 .Upon completion of the Work, provide TPDES records to OWNER."

6.8 Taxes:

6.8.1 CONTRACTOR shall pay only those sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Texas in the performance of this public works contract.

6.8.2 OWNER is an exempt organization as defined by Chapter 11 of the Property Tax Code of Texas and is thereby exempt from payment of Sales Tax under Chapter 151, Limited Use Sales, Excise and Use Tax, Texas Tax Code, and Article 1066 (C), Local Sales and Use Tax Act, Revised Civil Statutes of Texas.

6.9 Use of Premises:

6.9.1 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws and regulations, right-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of or in connection with the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. **CONTRACTOR shall indemnify, defend and hold harmless OWNER, E/A, E/A'S Consultants and anyone directly or indirectly employed by any of them from and against**

all claims, costs, losses and damages (including court costs and reasonable attorney's fees) arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, E/A or any other party indemnified hereunder to the extent caused by or based upon performance of the work or failure to perform the Work.

6.9.2 During the progress of the Work and on a daily basis, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall, at a minimum, restore to original condition all property not designated for alteration by the Contact Documents. If the CONTRACTOR fails to clean up at the completion of the Work, OWNER may do so and the cost thereof will be charged against the CONTRACTOR.

6.9.3 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.10 Record Documents: CONTRACTOR shall maintain in a safe place at the site, or other location acceptable to OWNER, one (1) current record copy of all Drawings, Specifications, Addenda, Change Orders, Change Directives, Field Orders, written interpretations, and clarifications in good order and annotated on a current basis to show all changes made during construction, including field adjustments, concealed conditions encountered, utility relocations, deviations from plan alignment or grade, and all other changes relevant to final record drawings. Failure to maintain current record documents shall constitute grounds for withholding payment. These record documents together with all final samples and all final Shop Drawings will be available to OWNER and E/A for reference during performance of the Work. Upon Substantial Completion of the Work, these record documents, samples and Shop Drawings shall be promptly delivered to Owner's Representative.

6.11 Safety and Protection:

6.11.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Upon request, and prior to installation of measures, CONTRACTOR shall submit a site security plan for approval by OWNER. By reviewing the plan or making recommendations or comments, OWNER will not assume liability nor will CONTRACTOR be relieved of liability for damage, injury or loss. CONTRACTOR shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

.1 all persons on the Work site or who may be affected by the Work;

.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

.3 other property at the site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

6.11.2 CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities, and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.11.1.2 and 6.11.1.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, Subcontractor, Supplier or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER, or E/A, or E/A's consultant or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the faults or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and Owner's Representative has issued a notice to OWNER and CONTRACTOR in accordance with Article 14 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion). Without limitation, CONTRACTOR shall comply with the following specific provisions:

It shall be the duty and responsibility of CONTRACTOR and all of its subcontractors to be familiar with and comply with 29 USC Section 651, et seq., the Occupational Safety and Health Act of 1970, as amended ("OSHA") and to enforce and comply with all provisions of this Act.

The CONTRACTOR and all of its subcontractors shall comply with all applicable requirements of Subpart P of Part 1926 of 29 C.F.R, OSHA Safety and Health Standards, Texas Health and Safety Code Section 756.023, as amended, and shall submit a unit price for the particular excavation safety systems to be utilized by the Contractor for all excavations which exceed a depth of five feet (5').

Before commencing any excavation which will exceed a depth of five feet (5'), the CONTRACTOR shall provide the Owner with detailed plans and specifications regarding the safety systems to be utilized. Said plans and specifications shall include a certification from a Texas licensed professional engineer indicating full compliance with the OSHA provisions cited above.

6.11.3 Safety Representative: CONTRACTOR shall designate in writing a qualified and experienced safety representative (the "Safety Representative") at the site whose duties and responsibilities shall include safety training; identifying and mitigating hazardous conditions and unsafe work practices; and developing, maintaining and supervising the implementation of safe work practices and safety programs as deemed necessary and appropriate for the Project. The term "Safety Representative" includes any designated Safety Supervisor, Superintendent or Safety Manager. The Safety Representative shall exercise due diligence in the execution of all Project related safety duties. The Safety Representative shall report directly to a company executive, not an on site project manager. Upon request of OWNER, CONTRACTOR shall provide certifications or other acceptable documentation of the Safety Representative's qualifications.

6.11.4 Hazard Communication Programs: CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with laws and regulations.

6.11.5 Emergencies:

.1 In emergencies affecting the safety or protection of persons or the Work at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or E/A, is obligated to act reasonably to prevent threatened damage, injury or loss and to mitigate damage or loss to the Work. CONTRACTOR shall give Owner's Representative telephone notification as soon as reasonably practical and a prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner's Representative determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Change Directive or Change Order will be issued to document the consequences of such action; otherwise OWNER will not be responsible for CONTRACTOR's emergency action.

.2 Authorized agents of CONTRACTOR shall respond immediately to call-out at any time of any day or night when circumstances warrant the presence on Project site of CONTRACTOR or his agent to protect the Work or adjacent property from damage, restriction or limitation or to take such action or measures pertaining to the Work as may be necessary to provide for the safety of the public. Should CONTRACTOR and/or their agent fail to respond and take action to alleviate such an emergency situation, OWNER may direct other forces to take action as necessary to remedy the emergency condition, and OWNER will deduct any cost of such remedial action from the funds due CONTRACTOR under this Contract.

.3 In the event there is an accident involving injury to any individual or damage to any property on or near the Work, CONTRACTOR shall provide to Owner's Representative verbal notification within one (1) hour and written notification within twenty-four (24) hours of the event and shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports, police accident reports and other documentation that describes the event. Copies of such documentation shall be provided to Owner's Representative, for OWNER's and E/A's records, within forty-eight (48) hours of the event. Contractor shall cooperate with OWNER on any OWNER investigation of any such incident.

6.12 Continuing the Work: CONTRACTOR shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as OWNER and CONTRACTOR may otherwise agree in writing.

6.13 CONTRACTOR's General Warranty and Guarantee:

6.13.1 CONTRACTOR warrants and guarantees to OWNER that all Work will conform to the plans and specifications, be performed in a good and workmanlike manner in accordance with the Contract Documents and will not be defective. This warranty will survive the termination or expiration of the Contract. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

.1 abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

.2 normal wear and tear under normal usage.

6.13.2 CONTRACTOR's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

.1 observations by Owner's Representative and/or E/A;

.2 recommendation of any progress or final payment by Owner's Representative;

.3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

.4 use or occupancy of the Work or any part thereof by OWNER;

.5 any acceptance by OWNER or any failure to do so;

.6 any review of a Shop Drawing or sample submittal;

.7 any inspection, test or approval by others; or

.8 any correction of defective Work by OWNER.

6.14 INDEMNIFICATION:

6.14.1 CONTRACTOR shall defend, indemnify and hold harmless OWNER, E/A, E/A'S Consultants and Subconsultants and their respective officers, directors, partners, employees, agents and other Consultants and any of them (the "INDEMNIFIED PARTIES") from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage:

.1 Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and

.2 Is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of the INDEMNIFIED PARTIES hereunder or whether liability is imposed upon such INDEMNIFIED PARTY by laws and regulations regardless of the negligence of any such person or entity.

In the event that indemnification of the INDEMNIFIED PARTIES is prohibited by law, CONTRACTOR shall nonetheless be solely responsible for any liability arising out of or resulting from the performance of the Work, subject to the limitations set forth above, and shall indemnify and hold harmless the remaining INDEMNIFIED PARTIES, who may be legally indemnified, from such liability of the CONTRACTOR and the associated costs described above.

6.14.2 The indemnification obligation under paragraph 6.14.1 shall not be limited in any way by any limitation on the amount or type of damages, or compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.14.3 The obligations of CONTRACTOR under paragraph 6.14.1 shall not extend to the liability of OWNER, E/A, E/A's consultants, and their officers, directors, partners, employees or agents caused primarily by negligent preparation of maps, drawings, surveys, designs or specifications upon which is placed the applicable state-authorized design professional seal of OWNER's, E/A's or E/A's consultant's officers, directors, partners, employees or agents.

6.14.4 In the event CONTRACTOR fails to follow OWNER's directives concerning use of the site, scheduling or course of construction, or engages in other conduct which proximately causes damage to property based on inverse condemnation or otherwise, then and in that event, CONTRACTOR shall indemnify OWNER against all costs resulting from such claims.

6.14.5 In the event CONTRACTOR unreasonably delays progress of the work being done by others on the site so as to cause loss for which OWNER becomes liable, then CONTRACTOR shall indemnify OWNER from and reimburse OWNER for such loss.

6.15 Survival of Obligations: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

6.16 Losses from Natural Causes: Unless otherwise specified, all loss or damage to CONTRACTOR arising out of the nature of the Work to be done or from action of the elements, floods or from unforeseeable circumstances in prosecution of the Work or from unusual obstructions or difficulties which may be encountered in prosecution of the Work, shall be sustained and borne by CONTRACTOR at its own cost and expense.

6.17 Notice of Claim: Should CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of OWNER or of any of OWNER's employees or agents or others for whose acts OWNER is liable, a Claim must be made to the other party within ninety (90) calendar days of the event giving rise to such injury or damage. The provisions of this paragraph 6.17 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

6.18 Liquidated Damages: CONTRACTOR or its Surety shall be liable for liquidated damages for the failure of the CONTRACTOR to timely complete the Work or any portion thereof within the Contract Time.

ARTICLE 7 - OTHER WORK

7.1 OWNER may perform other work related to the Project at the site by OWNER's own forces, or let other contracts therefore, or have other work performed by utility owners. CONTRACTOR and OWNER agree to and shall use best efforts to cooperate and coordinate the Work with others performing work and other work related to the Project in order to avoid conflicts and delays in the Work. If CONTRACTOR believes that delay or additional cost is involved because of such action by OWNER, CONTRACTOR may make a Claim as provided in Article 11 or 12.

7.2 CONTRACTOR shall afford other contractors who are in a contract with OWNER and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Owner's Representative and the other contractors whose work will be affected. CONTRACTOR shall promptly remedy damage wrongfully caused by CONTRACTOR to completed or partially completed construction or to property of the OWNER or separate contractors.

7.3 If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to Owner's Representative in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in such other work.

7.4 OWNER shall provide for coordination of the activities of the OWNER's own forces and of each separate contractor with the Work of CONTRACTOR, who shall cooperate with them. CONTRACTOR shall participate with other separate contractors and Owner's Representative in reviewing their construction Progress Schedules when directed to do so. On the basis of such review, CONTRACTOR shall make any revisions to the construction Progress Schedule deemed necessary after a joint review and mutual agreement. The agreed upon construction Progress Schedules shall then constitute the Progress Schedules to be used by CONTRACTOR, separate contractors and OWNER until subsequently revised.

7.5 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1 Prior to the start of construction, OWNER will designate a person or entity to act as Owner's Representative during construction. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through Owner's Representative.

8.2 OWNER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto. OWNER is not responsible for any failure of CONTRACTOR to comply with laws and regulations applicable to furnishing or performing the Work. OWNER is not responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents. Failure or omission of OWNER to discover, or object to or condemn any defective Work or material shall not release CONTRACTOR from the obligation to properly and fully perform the Contract.

8.3 OWNER is not responsible for the acts or omissions of CONTRACTOR, or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work. CONTRACTOR acknowledges and agrees that OWNER'S direction to perform Work in accordance with the approved Progress Schedule is not a demand for acceleration or a dictation of CONTRACTOR'S means or methods.

8.4 Information or services under the OWNER's control shall be furnished by the OWNER with reasonable promptness to avoid delay in orderly progress of the Work. The OWNER shall have a reasonable amount of time to investigate site conditions, review submittals, analyze requests for changes, and to make other decisions in the orderly administration of the Contract. CONTRACTOR must notify the OWNER in writing, if the time for the investigation, review, analysis of any submittals, required for changes or otherwise required for OWNER'S decision, impacts in any way the Critical Path of the approved Progress Schedule.

8.5 The foregoing are in addition to other duties and responsibilities of the OWNER enumerated herein and especially those in respect to Article 4 (Availability of Lands; Subsurface and Physical Conditions; Reference Points), Article 7 (Other Work) and Article 14 (Payments to CONTRACTOR and Completion).

8.6 **Notice of Claim:** Should OWNER suffer injury or damage to person or property because of any error, omission or act of CONTRACTOR or of any of CONTRACTOR's employees or agents or others for whose acts CONTRACTOR is liable, a Claim will be made to the other party within thirty (30) calendar days of receipt of actual or constructive notice of the event giving rise to such injury or damage. The provisions of this paragraph 8.6 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

ARTICLE 9 - ENGINEER/ARCHITECT'S STATUS DURING CONSTRUCTION

9.1 E/A's Authority and Responsibilities:

9.1.1 The duties and responsibilities and the limitations of authority of E/A during construction, as set forth in the Contract Documents, may be assigned or assumed by the OWNER, but shall not be extended without written consent of OWNER and/or E/A. The assignment of any authority, duties or responsibilities to E/A under the Contract Documents, or under any agreement between OWNER and E/A, or any undertaking, exercise or performance thereof by E/A, is intended to be for the sole and exclusive benefit of OWNER and not for the benefit of CONTRACTOR, Subcontractor, Supplier, or any other person or organization, or for any surety or employee or agent of any of them.

9.1.2 E/A will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. E/A is not responsible for any failure of CONTRACTOR to comply with laws and regulations

applicable to the furnishing or performing the Work. E/A is not responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents. Failure or omission of E/A to discover, or object to or condemn any defective Work or material shall not release CONTRACTOR from the obligation to properly and fully perform the Contract.

9.1.3 E/A is not responsible for the acts or omissions of CONTRACTOR, or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9.1.4 If OWNER and E/A agree, E/A will review the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered by Article 14, but only to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

9.1.5 The limitations upon authority and responsibility set forth in this paragraph 9.1 shall also apply to E/A's Consultants, Resident Project Representative and assistants.

9.2 E/A assisting Owner's Representative: E/A will assist the Owner's Representative designated under paragraph 8.1 during the construction period. The duties and responsibilities and the limitations of authority of E/A in assisting the Owner’s representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and E/A. E/A shall not have the authority to bind the Owner as that authority lies with the Owner’s representative, but E/A may communicate on behalf of Owner in all Project matters.

9.3 Visits to Site: If OWNER and E/A agree, E/A will make visits to the site at intervals appropriate to the various stages of construction as E/A deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, E/A will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. E/A will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. E/A's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, E/A will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. E/A's visits and on-site observations are subject to all the limitations on E/A's authority and responsibility set forth in paragraph 9.1 and 9.2.

9.4 Resident Project Representative: If OWNER and E/A agree, E/A will furnish a Resident Project Representative to assist E/A in providing more continuous observation of the Work. The responsibilities and authority and limitations of any such Resident Project Representative and assistants will be as provided in paragraph 9.1, 9.2 and Division C. OWNER may designate another representative or agent to represent OWNER at the site who is not E/A, E/A's consultant, agent or employee.

9.5 Clarifications and Interpretations: E/A may determine that written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) are necessary. Such written clarifications or interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents, will be issued with reasonable promptness by Owner's Representative and will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or

interpretation justifies an adjustment in the Contract Amount or the Contract Times, OWNER or CONTRACTOR may make a Claim therefore as provided in Article 11 or 12.

9.6 Rejecting Defective Work: E/A will recommend that OWNER disapprove or reject Work which E/A believes to be defective, or believes will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

9.7 Shop Drawings: Refer to Contract documents for E/A's authority concerning Shop Drawings.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Changes:

10.1.1 Without invalidating the Contract and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such changes in the Work will be authorized by Change Order, Change Directive or Field Order. In the event that the OWNER and the CONRACTOR are unable to negotiate the terms of a Change Order for the performance of additional Work, the OWNER may, at its election, perform such additional Work with its own forces or with another contractor and such work will be considered "Other Work" in accordance with Article 7.

10.1.2 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and CONTRACTOR shall proceed promptly, unless otherwise provided in the Change Order, Change Directive or Field Order. CONTRACTOR’s proposals for changes in the Contract Amount and/or Contract Time shall be submitted within ten (10) Calendar Days of request by Owner’s Representative, including impacts to the approved Progress Schedule, unless Owner’s Representative grants an extension. OWNER will review each proposal and respond to CONTRACTOR within ten (10) Calendar Days. After review by OWNER, CONTRACTOR shall provide any supporting data requested by Owner’s Representative within seven (7) Calendar Days, unless Owner’s Representative grants an extension. OWNER will determine within seven (7) Calendar Days whether to pursue the change in Work.

10.1.3 CONTRACTOR shall not be entitled to an increase in the Contract Amount or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.3.1 and 3.3.2, except in the case of an emergency as provided in paragraph 6.11.5 or in the case of uncovering Work as provided in paragraph 13.4.

10.1.4 Except in the case of an emergency as provided in paragraph 6.11.5, a Change Order or Change Directive is required before CONTRACTOR commences any activities associated with a change in the Work which, in CONTRACTOR’s opinion, will result in a change in the Contract Amount and/or Contract Times.

10.1.5 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Amount or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10.2 Change Orders:

10.2.1 OWNER and CONTRACTOR shall execute appropriate written Change Orders covering:

.1 a change in the Work;

.2 the amount of the adjustment in the Contract Amount, if any; and

.3 the extent of the adjustment in the Contract Time, if any.

10.2.2 An executed Change Order shall represent the complete, equitable, and final amount of adjustment in the Contract Amount and/or Contract Time owed to CONTRACTOR or OWNER as a result of the occurrence or event causing the change in the Work encompassed by the Change Order.

10.3 Change Directives:

10.3.1 Without invalidating the Contract, OWNER may, by written Change Directive, using the Force Account method, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Amount and Contract Time being adjusted as necessary. "Force Account" means a basis of payment for the direct performance of Work with payment based on the actual cost of the labor, equipment and materials furnished and consideration for overhead and profit as set forth in Section 11.5, below. A Change Directive shall be used in the absence of complete and prompt agreement on the terms of a Change Order. Where practicable, any items of Work that may be agreed upon, prior to the performance of Work under this Section, will be included in a separate Change Order. For example, the cost of the installation of additional asphalt may be agreed upon based on the unit prices in the Bid.

10.3.2 If the Change Directive provides for an adjustment to the Contract Amount, the adjustment shall be based on the method provided in paragraph 11.5.

10.3.3 A Change Directive shall be effective immediately and shall be recorded later by preparation and execution of an appropriate Change Order.

10.3.4 Upon receipt of a Change Directive, CONTRACTOR shall promptly proceed with the change in the Work involved, provided, prior to the commencement of any Work under this section, the CONTRACTOR must submit its proposed Work plan, anticipated schedule, and a list of its work force and equipment proposed to be used in the Work for OWNER'S approval. Upon such approval, CONTRACTOR must promptly commence and make continuous progress in the Work. The OWNER reserves the right to withhold payment for low production or lack of progress.

10.4 Field Order:

10.4.1 Owner's Representative may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Amount or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These shall be accomplished by written Field Order and shall be binding on OWNER and on CONTRACTOR who shall perform the Work involved promptly.

10.4.2 If CONTRACTOR believes that a Field Order would require an adjustment in the Contract Amount and/or Contract Times, CONTRACTOR shall make a prompt written request to Owner's Representative for a Change Order. Any request by CONTRACTOR for an adjustment in Contract Amount and/or Contract Times must be made in writing prior to beginning the work covered by the Field Order.

10.5 No Damages for Delay: CONTRACTOR EXPRESSLY WAIVES ANY RIGHT TO AN ADJUSTMENT IN CONTRACT PRICE OR ANY OTHER MONETARY RELIEF FOR ANY EVENT OF DELAY, DISRUPTION, INTERFERENCE, HINDRANCE, RESEQUENCING, SUSPENSION, OR INEFFICIENCY, INCLUDING DELAYS RELATED TO UTILITIES, OTHER CONTRACTORS, REVIEW TIMES, ACCESS RESTRICTIONS, PUBLIC-USE CONSTRAINTS, WEATHER, PROCUREMENT, OR COORDINATION, EXCEPT TO THE EXTENT SUCH WAIVER IS PROHIBITED BY APPLICABLE LAW. CONTRACTOR'S SOLE REMEDY FOR ANY SUCH EVENT SHALL BE LIMITED TO AN ADJUSTMENT IN CONTRACT TIME TO THE EXTENT EXPRESSLY PROVIDED BY THE CONTRACT DOCUMENTS.

ARTICLE 11 - CHANGE OF CONTRACT AMOUNT

11.1 The Contract Amount is stated in the Agreement and, including authorized adjustments, is the total amount payable by OWNER to CONTRACTOR for performance of the Work under the Contract Documents.

11.2 The original Contract Amount may not be increased by more than twenty-five percent (25%) and it may not be decreased more than twenty-five percent (25%) without the consent of the CONTRACTOR to such decrease, except in the event of a termination for convenience under paragraph 15.2 or the failure of the City Council to appropriate sufficient funding for the Project, in which events it is agreed that the consent of the CONTRACTOR will not be required.

11.3 The Contract Amount shall only be changed by a Change Order. Any claim for an adjustment in the Contract Amount shall be made by Written Notice delivered by the party making the Claim to the other party promptly (but in no event later than thirty (30) calendar days) after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim. Notice of the amount of the Claim with supporting data shall be delivered within thirty (30) calendar days after Written Notice of Claim is delivered by claimant, and shall represent that the adjustment claimed covers all known amounts to which claimant is entitled as a result of said occurrence or event. In addition to the foregoing, CONTRACTOR shall provide written notice to OWNER and Owner's Representative within three (3) calendar days after CONTRACTOR first becomes aware, or reasonably should become aware, of any act, omission, condition, directive, delay, disruption, or event that may give rise to a claim for additional compensation, time, or other relief. Failure to provide such prompt notice shall waive the claim to the extent OWNER is prejudiced. If OWNER and CONTRACTOR cannot otherwise agree, all Claims for adjustment in the Contract Amount shall be determined as set out in Article 16.

11.4 Determination of Value of Work:

11.4.1 The value of any Work covered by a Change Order for an adjustment in the Contract Amount will be determined by one or more of the following methods:

.1 by application of unit prices contained in the Contract Documents to the quantities of the items involved.

.2 by a mutually agreed lump sum properly itemized and supported by sufficient substantiating data, including documentation by subcontractors performing the work, to permit evaluation.

.3 by cost of Work plus CONTRACTOR's fee for all overhead costs and profit (determined as provided in paragraph 11.5).

.4 No cost will be included in the change order for time spent preparing the change order, nor will costs be included for an estimate of time to negotiate the change order costs for machinery, tools, or equipment as described in subparagraph 11.5.3

11.4.2 Before using the method described in paragraph 11.4.1.3, OWNER and CONTRACTOR agree to negotiate a Change Order using the methods identified in paragraphs 11.4.1.1 and 11.4.1.2, as appropriate, to determine the adjustment in the Contract Amount.

11.5 Cost of Work: If neither of the methods defined in paragraphs 11.4.1.1 nor 11.4.1.2 can be agreed upon before a change in the Work is commenced which will result in an adjustment in the Contract Amount, then the change in the Work will be performed by Change Directive, using the Force Account method, and payment will be made as follows:

11.5.1 For all personnel, CONTRACTOR will receive actual field cost wage rates for each hour that said personnel are actually engaged in such Work, as substantiated by its certified payroll, to which will be added an amount equal to twenty-five percent (25%) of the sum thereof as compensation for CONTRACTOR's and any effected Subcontractor's total overhead and profit. No separate charge will be made by CONTRACTOR or its Subcontractor(s) for organization or overhead expenses. In no case will the rate of wage be less than the minimum shown in the Contract for a particular category. CONTRACTOR will also receive an amount equal to 55% of the wages paid personnel, excluding the 25% compensation provided above, for CONTRACTOR's and any effected Subcontractor's cost of premiums on public liability insurance, workers' compensation insurance, social security and unemployment insurance. The actual cost of CONTRACTOR's bond(s) on the extra Work will be paid based on invoices from surety. No charge for superintendence will be made unless considered necessary and ordered by OWNER.

11.5.2 CONTRACTOR will receive the actual cost, including freight charges, of the materials used and installed on such Work, to which costs will be added a sum equal to twenty-five percent (25%) thereof as compensation for CONTRACTOR's and any effected Subcontractor's total overhead and profit. In case material invoices indicate a discount may be taken, the actual cost will be the invoice price minus the discount.

11.5.3 For machinery, trucks, power tools, or other similar equipment (the "equipment") agreed to be necessary by OWNER and CONTRACTOR, OWNER will allow CONTRACTOR the applicable daily, weekly or monthly rate as given in the latest edition of the "Rental Rate Blue Book" as published by Equipment Watch (1-800-669-3282) for each hour that said equipment is in use on such work, which rate includes the cost of fuel, lubricants and repairs. The established equipment rates will be paid for each hour that the equipment is utilized in the Work. In the event that the equipment is used intermittently during the Work, full payment for an eight-hour day will be made if the equipment is not idle more than four (4) hours of the day. If the equipment is idle more than four (4) hours in a day, then payment will be made only for the actual hours worked. No additional compensation will be allowed on the equipment for CONTRACTOR's or any affected Subcontractor's overhead and profit. OWNER may accept an actual rental invoice in lieu of the method of calculation set forth in paragraph 11.5.3 for equipment rented exclusively for Force Account Work or for equipment not included in the Rental Rate Blue Book.

11.5.4 The compensation, as herein provided for, shall be received by CONTRACTOR and any affected Subcontractor as payment in full for work done by Change Directive and will include use of small tools, and total overhead expense and profit. CONTRACTOR and Owner's Representative shall compare records of work done by

Change Directive at the end of each day. Copies of these records will be made upon forms provided for this purpose by OWNER and signed by both Owner's Representative and CONTRACTOR, with one copy being retained by OWNER and one by CONTRACTOR. Refusal by CONTRACTOR to sign these records within two (2) working days of presentation does not invalidate the accuracy of the record.

11.6 Unit Price Work:

11.6.1 Where the Contract Documents provide that all or part of the Work is to be unit price Work, initially the Contract Amount will be deemed to include for all unit price work an amount equal to the sum of the established unit price for each separately identified item of unit price work times the estimated quantity of each item as indicated in the Bid. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Amount. Determinations of the actual quantities and classifications of unit price work performed by CONTRACTOR will be made by Owner's Representative. Owner's Representative will review with CONTRACTOR the preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

11.6.2 When "plan quantity" is indicated for a Bid item, CONTRACTOR shall be paid amount specified in the Contract Documents without any measurements.

11.6.3 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

11.6.4 A Major Item is any individual Bid item in the Bid that has a total cost equal to or greater than five percent (5%) of the original Contract Amount or $50,000, whichever is greater, computed on the basis of Bid quantities and Contract unit prices.

11.6.5 OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Amount in accordance with Article 11 if:

.1 the actual quantity of any Major Item should become as much as twenty percent (20%) more than or twenty percent (20%) less than that in the Bid; or

.2 CONTRACTOR presents documentation contesting accuracy of "plan quantity" and Owner's Representative verifies quantity and determines original value is in error by five percent (5%) or more;

Provided, however, in the event a Major Item is reduced by twenty percent (20%) or more of the amount in the Bid, no additional Article 11 profit or overhead will be added, if, due to other additions in the Work, the net value of the Contract Amount is not reduced.

ARTICLE 12 - CHANGE OF CONTRACT TIMES

12.1 Working Day and Calendar Day Contracts:

12.1.1 The Contract Times (or Milestones) may only be changed by Change Order or Time Extension Request duly executed by both CONTRACTOR and Owner's Representative. Any claim for an adjustment of the Contract Times (or Milestones) shall be made by Written Notice delivered by the party making the Claim to the other party promptly (but in no event later than thirty (30) calendar days after the start

of the occurrence or event giving rise to the delay) and stating the general nature of the delay. Notice of the extent of the delay with supporting data shall be delivered within thirty (30) calendar days after Written Notice of Claim is delivered by claimant, and shall represent that the adjustment claimed is the entire adjustment to which claimant is entitled as a result of said occurrence or event. If OWNER and CONTRACTOR cannot otherwise agree, all Claims for adjustment in the Contract Times (or Milestones) shall be determined as set out in Article 16. No Claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph.

12.1.2 When CONTRACTOR is at fault and OWNER stops the Work, so that corrections in the Work can be made by CONTRACTOR, no extension in time will be allowed.

12.1.3 When CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. If performance by the CONTRACTOR or OWNER is interrupted by any occurrence not occasioned by its own conduct, whether such occurrence be an act of god or the result of war, riot, civil commotion, sovereign conduct, or the conduct of a third party, then such performance will be excused for a period of time necessary to remedy its effects, provided, however, in such an event, a conference will be held within three (3) business days to establish a proposed new Progress Schedule for the Project.

12.1.4 OWNER will consider time extension requests and may grant CONTRACTOR an extension of time because of:

.1 Changes ordered in the work which justify additional time.

.2 Failure of materials or products being at the Project site due to delays in transportation or failures of Suppliers, which are not the result of CONTRACTOR's, Subcontractor's or Supplier's negligence. The request for an extension of time shall be supported by a citation of acts demonstrating that the delays are beyond CONTRACTOR's control, including, but not limited to, CONTRACTOR's efforts to overcome such delays documented as follows:

a) Copy of purchase order for delayed item(s) indicating date ordered by CONTRACTOR/ Subcontractor and date purchase order received by Supplier.

b) If item(s) require Shop Drawings or other submittal information in accordance with the Contract Documents, provide record of date submittal(s) forwarded to Owner's Representative, date submittal(s) returned to CONTRACTOR, and date submittal(s) forwarded to Supplier.

c) Copy of document(s) from Supplier, on Supplier's letterhead, indicating date(s) item(s) would be ready for shipment and/or actual shipment date(s).

d) Copies of all correspondence between CONTRACTOR / Subcontractor and Supplier indicating CONTRACTOR / Subcontractor's efforts to expedite item(s).

e) If item(s) are being purchased by a Subcontractor, provide correspondence, meeting notes, etc., that reflect CONTRACTOR's efforts with the Subcontractor to expedite delivery of the item(s).

.3 When acts of OWNER, E/A, utility owners or other contractors employed by OWNER delay progress of work through no fault of CONTRACTOR. The CONTRACTOR will only be entitled to an extension of time for delays that affect the Critical Path of the Work and that are not caused by the CONTRACTOR.

.4 When CONTRACTOR is delayed by strikes, lockouts, fires, losses from natural causes, or other unavoidable cause or causes beyond CONTRACTOR's control.

12.2 Calendar Day Contracts:

12.2.1 Under a Calendar Day Contract, CONTRACTOR may be granted an extension of time because of unusual inclement weather, including but not limited to unusual rainfall events, which are beyond the normal rainfall recorded and expected for Dripping Springs, Texas. However, the CONTRACTOR will not be granted an extension of time for "normal rainfall", as described below.

12.2.2 "Unusual Inclement Weather" is defined as a rain event or other weather related event which occurs at the site and is of sufficient magnitude to prevent CONTRACTOR from performing units of Work critical to maintaining the Progress Schedule.

12.2.3 Baseline Rain Day Determination. "Normal rainfall" compiled by the State climatologist, based on U.S. Weather Bureau Records for Dripping Springs, Texas, is considered a part of the Calendar Day Contract, and is not a justification for an extension of time. Listed below are the number of days in each month for which no compensatory days for rainfall events ("Rain Days") in such months may be claimed:

January	5 days	July	4 days
February	4 days	August	4 days
March	5 days	September	5 days
April	4 days	October	5 days
May	5 days	November	4 days
June	6 days	December	4 days

Rain Days in addition to the baseline Rain Day determination described above will be measured with the Owner's Representative's approval at the nearest operational public weather data collection facility to the site, including but not limited to the OWNER's early warning flood gauge system.

12.2.4 CONTRACTOR may receive credit in any month for Unusual Inclement Weather, and specifically for any Rain Days in that month which exceed the number of Rain Days allocated to that month, if a Claim is made in accordance with paragraph 12.1.1 and the weather event meets the definition for "Unusual Inclement Weather", and as applicable, "Rain Day" and such claimed day is a day on which Work critical to maintaining the Progress Schedule is scheduled to be performed and is otherwise capable of being performed.

ARTICLE 13 - TESTS & INSPECTIONS; DEFECTIVE WORK

13.1 Notice of Defects: Prompt notice of all defective Work of which OWNER or E/A has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in Article 13. CONTRACTOR must give OWNER and E/A prompt notice of any defective Work of which CONTRACTOR has actual knowledge.

13.2 Access to Work: OWNER, E/A, E/A's Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies having jurisdiction will have access to the Work at reasonable times for observing, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access, and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

13.3 Tests and Inspections:

13.3.1 CONTRACTOR shall give timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

13.3.2 OWNER shall employ and pay for services of an independent testing laboratory to perform all inspections, tests or approvals required by the Contract Documents except:

.1 for inspections, tests or approvals covered by paragraph 13.3.3 below;

.2 that costs incurred with tests or inspections conducted pursuant to paragraph 13.4.3 below shall be paid as provided in paragraph 13.4.3;

.3 for reinspecting or retesting defective Work, including any associated costs incurred by the testing laboratory for cancelled tests or standby time; and

.4 as otherwise specifically provided in the Contract Documents. All testing laboratories shall meet the requirements of ASTM E-329.

13.3.3 If laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith and furnish Owner's Representative the required certificates of inspection or approval.

13.3.4 CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's and E/A's review of materials or equipment to be incorporated in the Work, or of materials, mix designs or equipment submitted for review prior to CONTRACTOR's purchase thereof for incorporation in the Work.

13.4 Uncovering Work:

13.4.1 If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of Owner's Representative, or if any Work is covered contrary to the written request of Owner's Representative, it must, if requested by Owner's Representative, be uncovered and recovered at CONTRACTOR's expense.

13.4.2 If Owner's Representative considers it necessary or advisable that covered Work be observed, inspected or tested, CONTRACTOR shall uncover, expose or otherwise make available for observation, inspection or testing that portion of the Work in

question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others).

13.5 OWNER May Stop the Work:

13.5.1 If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers, suitable materials, and/or equipment; or fails to furnish or perform the Work in such a way that the Work in progress or the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

13.5.2 If CONTRACTOR fails to correct defective Work or submit a satisfactory plan to take corrective action, with procedure and time schedule, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until cause for such order has been eliminated, or take any other action permitted by this Contract. A notice to stop the Work, based on defects, shall not stop calendar or working days charged to the Project.

13.6 Correction or Removal of Defective Work: If required by OWNER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Owner's Representative, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall correct or remove and replace defective Work, or submit a plan of action detailing how the deficiency will be corrected, within the time frame identified in the notice of defective Work. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.7 Warranty period:

13.7.1 If within two year after the date of Substantial Completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents (e.g. paragraph 14.11.2), any Work, including work performed after the Substantial Completion date, is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions:

(i) correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with Work that is not defective, and

(ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting there from.

If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR. The warranty period will be deemed to be renewed and recommenced in connection with the completed items of Work requiring correction.

13.7.2 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the warranty period for that item may start to run from an earlier date if so provided in the Contract Documents.

13.7.3 If correction of defective Work will affect the function or use of the facility CONTRACTOR shall not proceed with correction of defective Work without prior coordination and approval of OWNER.

13.7.4 The obligations of the CONTRACTOR to perform warranty work will survive the acceptance of the Work and any termination of the Contract.

13.8 Acceptance of Defective Work: If, instead of requiring correction or removal and replacement of defective Work, OWNER decides to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and compensating OWNER for the diminished value of the defective Work. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER after a calculation by OWNER of the diminution in value of the defective Work.

13.9 OWNER May Correct Defective Work: If CONTRACTOR fails within a reasonable time after Written Notice of OWNER to correct defective Work, or to remove and replace rejected Work, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven (7) calendar days' Written Notice to CONTRACTOR, correct and remedy any such deficiency. If, in the opinion of the Owner's Representative, significant progress has not been made during this seven (7) calendar day period to correct the deficiency, the OWNER may exercise any actions necessary to remedy the deficiency. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, its agents and employees, OWNER's other contractors, E/A and E/A's consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones), or claims of damage because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 Application for Progress Payment:

14.1.1 No more often than once a month, CONTRACTOR shall submit to Owner's Representative for review an Application for Payment, in a form acceptable to OWNER, filled out and signed by CONTRACTOR covering the Work completed as of

the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

14.1.2 Such applications shall not include requests for payment on account of changes in the Work which have been properly authorized by Change Directives but not yet included in Change Orders.

14.1.3 Such applications shall not include requests for payment of amounts the CONTRACTOR does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.

14.1.4 If payment is requested on the basis of materials or equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall be accompanied by such bills of sale, data and other procedures satisfactory to OWNER substantiating OWNER's title to such materials or equipment or otherwise protecting OWNER's interest. Payment on account of such materials or equipment will not include any amount for CONTRACTOR's overhead or profit or relieve CONTRACTOR of its obligation to protect and install such materials or equipment in accordance with the requirements of the Contract and to restore damaged or defective Work. If materials or equipment are stored at another location, at the direction of the OWNER they shall be stored in a bonded and insured facility, accessible to E/A and OWNER, and shall be clearly marked as property of OWNER. Title to materials delivered to the site of the Work or a staging area will pass to OWNER upon payment by OWNER without the necessity for further documentation. Risk of loss will not pass to OWNER until acceptance.

14.1.5 Where the original Contract Amount is less than $400,000, OWNER will pay CONTRACTOR total amount of approved Application for Payment, less ten percent (10%) of amount thereof, which ten percent (10%) will be retained until final payment, less all previous payments and less all other sums that may be retained by OWNER under the terms of this Agreement. Where the original Contract Amount is $400,000 or more, OWNER will pay CONTRACTOR total amount of approved Application for Payment, less five percent (5%) of amount thereof, which five percent (5%) will be retained until final payment, less all previous payments and less all other sums that may be retained by OWNER under the terms of this Agreement. In either case, if the Work is near completion and delay occurs due to no fault or neglect of CONTRACTOR, OWNER may pay a portion of the retained amount to CONTRACTOR. CONTRACTOR, at OWNER's option, may be relieved of the obligation to complete the Work and, thereupon, CONTRACTOR shall receive payment of the balance due under the Contract subject to the conditions stated under paragraph 15.2.

14.1.6 Applications for Payment shall include the following documentation:

.1 updated Progress Schedule

.2 updated submittal and procurement status;

.3 monthly subcontractor report;

.4 conditional lien waivers for the current payment period and unconditional lien waivers for the previous payment period;

.5 certified payroll documentation if required by law or the Contract Documents;

.6 any other documentation required under the Supplemental General Conditions or reasonably requested by OWNER.

14.2 CONTRACTOR's Warranty of Title: CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER free and clear of all Liens no later than the time of payment to CONTRACTOR.

14.3 Review of Applications for Progress Payment:

14.3.1 Owner's Representative will, within ten (10) calendar days after receipt of each Application for Payment, either indicate a recommendation for payment and forward the Application for processing by OWNER, or return the Application to CONTRACTOR indicating Owner's Representative's reasons for refusing to recommend payment. In the latter case, CONTRACTOR shall make the necessary corrections and resubmit the Application.

14.3.2 Owner's Representative's recommendation of any payment requested in an Application for Payment will constitute a representation by Owner's Representative, based upon Owner's Representative's on-site observations of the executed Work and on Owner's Representative's review of the Application for Payment and the accompanying data and schedules, that to the best of Owner's Representative's knowledge, information and belief:

.1 the Work has progressed to the point indicated; and

.2 the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for unit price Work, and to any other qualifications stated in the recommendation).

14.3.3 By recommending any such payment, Owner's Representative will not thereby be deemed to have represented that:

.1 exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work;

.2 examination has been made to ascertain how or for what purpose CONTRACTOR has used money previously paid on account of the Contract Amount;

.3 CONTRACTOR's construction means, methods, techniques, sequences or procedures have been reviewed; or

.4 that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

14.4 Decisions to Withhold Payment:

14.4.1 OWNER may withhold or nullify the whole or part of any payment to such extent as may be necessary on account of:

.1 defective Work not remedied;

.2 third party Claims filed or reasonable evidence indicating probable filing of such Claims;

.3 failure of CONTRACTOR to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;

.5 damage to OWNER or another contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

.7 failure of CONTRACTOR to submit a schedule of values in accordance with the Contract Documents;

.8 failure of CONTRACTOR to submit a submittal schedule in accordance with the Contract Documents;

.9 failure of CONTRACTOR to submit and update a construction Progress Schedule in accordance with the Contract Documents;

.10 failure of CONTRACTOR to maintain a record of changes on drawings and documents;

.11 failure of CONTRACTOR to maintain weekly payroll reports and, as applicable, provide copies of reports in a timely manner upon request of OWNER;

.12 failure of CONTRACTOR to submit monthly subcontractor reports;

.13 CONTRACTOR's neglect or unsatisfactory prosecution of the Work, including failure to clean up;

.14 failure of CONTRACTOR to comply with any provision of the Contract Documents.

14.4.2 When the above reasons for withholding payment are removed, CONTRACTOR shall resubmit a statement for the value of Work performed. Payment will be made within thirty (30) calendar days of receipt of approved Application for Payment.

14.5 Payment Becomes Due: Thirty days after presentation of the Application for Payment to Owner with E/A's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

14.6 Arrears: No money shall be paid by OWNER upon any claim, debt, demand or account whatsoever, to any person, firm or corporation who is in arrears to City for taxes; and City shall be entitled to counterclaim and automatically offset against any such debt, claim, demand or account in the amount of taxes so in arrears and no assignment or transfer of such debt, claim, demand or account after said taxes are due, shall affect the right of OWNER to so offset said taxes, and associated penalties and interest if applicable, against the same.

14.7 Substantial Completion:

14.7.1 When the CONTRACTOR considers that the Work, or a portion thereof which the OWNER agrees to accept separately, is substantially complete, the CONTRACTOR shall notify Owner's Representative in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as Incomplete) and request a determination as to whether the Work or designated portion thereof is substantially complete. If Owner's Representative does not consider the Work substantially complete, Owner's Representative will notify CONTRACTOR giving reasons therefore. After performing any required Work, CONTRACTOR shall then submit another request for Owner's Representative to determine Substantial Completion. If Owner's Representative considers the Work substantially complete, Owner's Representative will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final payment, shall establish the time within which CONTRACTOR shall finish the punch list, and shall establish

responsibilities of the OWNER and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of CONTRACTOR to complete all Work in accordance with the Contract Documents. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. The certificate of Substantial Completion shall be signed by OWNER and CONTRACTOR to evidence acceptance of the responsibilities assigned to them in such certificate.

14.7.2 If some or all of the Work has been determined not to be at a point of Substantial Completion, Contractor shall reimburse Owner for any costs and expenses incurred by Owner for re-inspection or re-testing, such costs to be set off against subsequent payments or memorialized in a Change Order.

14.7.3 OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER will allow CONTRACTOR reasonable access to complete or correct items on the punch list and complete warranty work.

14.8 Partial Utilization: Use by OWNER, at OWNER's option, of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work in accordance with the following:

14.8.1 OWNER at any time may request CONTRACTOR to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR shall certify to Owner's Representative that such part of the Work is substantially complete and request Owner's Representative to issue a notice specifying what portion of the Work is substantially complete for the purpose of payment and what Work remains to be done on the portion being accepted. CONTRACTOR at any time may notify Owner's Representative that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Owner's Representative to issue a notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted. The provisions of paragraphs 14.7.1 and 14.7.2 will apply with respect to the notice specifying what portion of the Work is partially completed for the purpose of payment and what Work remains to be done on the portion being accepted.

14.8.2 Such partial utilization is authorized by public authorities having jurisdiction over the Work.

14.9 Final Inspection: Upon Written Notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Owner's Representative will make a final inspection with CONTRACTOR and provide Written Notice of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.10 Final Application for Payment: CONTRACTOR may make application for final payment following the procedure for progress payments after CONTRACTOR has completed all such corrections to the satisfaction of Owner's Representative and delivered the following documents:

14.10.1 Affidavit by CONTRACTOR certifying the payment of all debts and claims;

14.10.2 Three (3) complete operating and maintenance manuals, each containing maintenance and operating instructions, schedules, guarantees, and other documentation required by the Contract Documents;

14.10.3 Record documents (as provided in paragraph 6.10);

14.10.4 Consent of surety, if any, to final payment. If surety is not provided, complete and legally effective releases or waivers (satisfactory to OWNER) of all claims arising out of or filed in connection with the Work;

14.10.5 Certificate evidencing that required insurance will remain in force after final payment and through the warranty period;

14.10.6 Any other documentation called for in the Contract Documents.

14.11 Final Payment and Acceptance:

14.11.1 If, on the basis of observation of the Work during construction, final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner's Representative is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled and there are no outstanding claims, Owner's Representative will recommend the final Application for Payment and thereby notify the OWNER, who will pay to CONTRACTOR the balance due CONTRACTOR under the terms of the Contract. If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation, CONTRACTOR may execute a revegetation letter with fiscal posted (letter of credit) to ensure completion of this item. This Work must be accomplished within one hundred twenty (120) Calendar Days of the date of Final Completion of the Work. When the permanent erosion control has been established, OWNER will initiate an inspection for final acceptance of the erosion controls. If the revegetation is not completed within the one hundred twenty (120) Calendar Days, OWNER, at its option, may complete the Work using the posted fiscal.

14.11.2 If the Contract measures Contract Time to Final Completion, rather than Substantial Completion, Owner's Representative will issue a letter of final acceptance to CONTRACTOR which establishes the Final Completion date and initiates the two-year warranty period. If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation and CONTRACTOR has executed a revegetation letter with fiscal posted (letter of credit) to ensure completion of this item, the Owner's Representative will issue a letter of conditional acceptance to CONTRACTOR which established the Final Completion date and initiates the two-year warranty period.

14.11.3 Final payment is considered to have taken place when CONTRACTOR or any of its representatives negotiates OWNER's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return.

14.11.4 The OWNER will withhold funds sufficient to cover the amount of any unresolved contract claims from final payment for six months under the following limited conditions:

.1 CONTRACTOR must provide written notice to the claimant (via certified mail or hand delivery) that (i) OWNER will hold funds in the amount of the disputed claim for six (6) months from the date of the receipt of the notice and (ii) CONTRACTOR and the claimant have certain alternative dispute resolution rights; and

.2 CONTRACTOR must provide OWNER with a copy of the receipted notice.

Provided the claimant has received notice under this section, OWNER will release the withheld funds, if the CONTRACTOR provides a bond in substantial compliance with the provisions of Section 52.231 of the Texas Property Code; when the OWNER receives a settlement or release of the claim with accompanying instructions regarding payment; upon resolution of the claim in litigation, if suit is filed within such six (6) month period and the OWNER receives written notice of such filing; or when such six (6) month period has passed, if no such bond, settlement, release, or notice of filing of suit have been received. The above provisions notwithstanding, if efforts to timely resolve a disputed claim are not being made to OWNER'S reasonable satisfaction, OWNER may, in its complete discretion, file an interpleader action and deposit the withheld funds in the registry of a court of competent jurisdiction. In addition, CONTRACTOR must include a provision in each of its subcontracts that the prevailing party in any litigation arising thereunder will be entitled to recover its costs of court and reasonable attorney's fees.

14.12 Waiver of Claims: The making and acceptance of final payment will constitute:

14.12.1 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.1 OWNER May Suspend Work Without Cause: At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety (90) calendar days by Written Notice to CONTRACTOR which will fix the date on which the Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Amount or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved Claim therefore as provided in Articles 11 and 12.

15.2 OWNER May Terminate Without Cause: Upon seven (7) calendar days' Written Notice to CONTRACTOR, OWNER may, without cause and without prejudice to any right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

15.2.1 for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

15.2.2 for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

15.2.3 other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

15.3 OWNER May Terminate With Cause:

15.3.1 Upon the occurrence of any one or more of the following events:

.1 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents;

.2 if CONTRACTOR disregards laws or regulations of any public body having jurisdiction;

.3 if CONTRACTOR disregards the authority of Owner's Representative;

.4 if CONTRACTOR makes fraudulent statements;

.5 if CONTRACTOR fails to maintain a work force adequate to accomplish the Work within the Contract Time;

.6 if CONTRACTOR fails to make adequate progress and endangers successful completion of the Contract; or

.7 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any) seven (7) calendar days Written Notice terminate the services of CONTRACTOR. OWNER, at its option, may proceed with negotiation with surety for completion of the Work. Alternatively, OWNER may under these circumstances exclude CONTRACTOR from the site and take possession of the Work (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Amount exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses and damage exceed such unpaid balance, CONTRACTOR or surety shall pay the difference to OWNER.

15.3.2 Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR and surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability. In the event OWNER terminates Contract with cause, OWNER may reject any and all future Bids submitted by CONTRACTOR.

15.4 CONTRACTOR May Stop Work or Terminate: If through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) calendar days by OWNER or under an order of court or other public authority, or (except during disputes) Owner's Representative fails to forward for processing any mutually acceptable Application for Payment within thirty (30) calendar days after it is submitted, or (except during disputes) OWNER fails for sixty (60) calendar days after it is submitted to pay CONTRACTOR any sum finally determined by OWNER to be due, then CONTRACTOR may, upon seven (7) calendar days' Written Notice to OWNER, and provided OWNER does not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.2. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if (except during disputes) Owner's Representative has failed to forward for processing any mutually acceptable Application for Payment within thirty (30) calendar days after it is submitted, or (except during disputes) OWNER has failed for sixty (60) calendar days after it is submitted to pay CONTRACTOR any sum finally determined by OWNER to be due, CONTRACTOR may upon seven (7) calendar days' Written Notice to OWNER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.4 are not intended to preclude CONTRACTOR from making a Claim under Articles 11 and 12 for an increase in Contract

Amount or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

15.5 Discretionary Notice to Cure: In its complete discretion, OWNER may, but is not required to, provide a Notice to Cure to CONTRACTOR and its surety to cure an event of default described above and/or an anticipatory breach of contract and, if required by OWNER, to attend a meeting with OWNER, regarding the Notice to Cure, the event of default, and/or the anticipatory breach of contract. The Notice to Cure will set forth the time limit in which the cure is to be completed or commenced and diligently prosecuted. Upon receipt of any Notice to Cure, CONTRACTOR shall prepare a report describing its program and measures to affect the cure of the event of default and/or anticipatory breach of contract within the time required by the Notice to Cure. The CONTRACTOR'S report must be delivered to OWNER at least three (3) days prior to any requested meeting with the OWNER and surety.

15.6 Bankruptcy: If CONTRACTOR declares bankruptcy or is adjudged bankrupt or makes an assignment for the benefit of creditors or if a receiver is appointed for the benefit of creditors or if a receiver is appointed by reason of CONTRACTOR'S insolvency, CONTRACTOR may be unable to perform this Contract in accordance with the Contract requirements. In such an event, OWNER may demand CONTRACTOR or its successor in interest provide OWNER with adequate assurance of CONTRACTOR'S future performance in accordance with the terms and conditions of the Contract. If CONTRACTOR fails to provide adequate assurance of future performance to OWNER'S reasonable satisfaction within ten (10) days of such a request, OWNER may terminate the CONTRACTOR'S services for cause or without cause, as set forth above. If CONTRACTOR fails to provide timely adequate assurance of its performance and actual performance, OWNER may prosecute the Work with its own forces or with other contractors on a time and material or other appropriate basis and the cost of which will be charged against the Contract balance.

15.7 Duty to Mitigate: In the event of any termination or suspension under this Contract, the CONTRACTOR agrees to and shall take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the OWNER.

15.8 Responsibility during Demobilization: While demobilizing, the CONTRACTOR will take all necessary and reasonable actions to preserve and protect the Work, the site and other property of the OWNER or others at the site.

ARTICLE 16 - DISPUTE RESOLUTION

16.1 Filing of Claims:

16.1.1 Claims arising from the circumstances identified in paragraphs 3.2, 4.1, 4.2.2, 4.2.4, 6.4.2, 6.11.5.2, 6.17, 7.5, 8.6, 9.5, 10.4.2, 13.4.3, 13.8, 13.9, 15.1, 15.2, 15.3, or 15.4, or other occurrences or events, shall be made by Written Notice delivered by the party making the Claim to the other party within thirty (30) calendar days after the start of the occurrence or event giving rise to the Claim and stating the general nature of the Claim. Notice of the amount of the Claim with supporting data shall be delivered in writing within thirty (30) calendar days after Written Notice of Claim is delivered by claimant and shall represent that the adjustment claimed covers all known amounts and/or extensions of time to which claimant is entitled.

16.1.2 Within thirty (30) calendar days of receipt of notice of the amount of the Claim with supporting data, Owner's Representative and CONTRACTOR shall meet to discuss the Claim, after which an offer of settlement or notification of no settlement offer will be made to claimant. If claimant is not satisfied with the proposal presented,

claimant shall have thirty (30) calendar days in which to: (i) submit additional supporting data requested by the other party; (ii) modify the initial Claim; or (iii) request Alternative Dispute Resolution.

16.2 Alternative Dispute Resolution:

16.2.1 If a dispute exists concerning a Claim, the parties agree to use the following procedure prior to pursuing any other available remedies. OWNER reserves the right to include the E/A as a party.

16.2.2 Negotiating with Previously Uninvolved Personnel: Either party may make a written request for a meeting to be held between representatives of each party within fourteen (14) Calendar Days of the request or such later period that the parties may agree to. Each party shall endeavor to include, at a minimum, one (1) previously uninvolved senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. If a previously uninvolved senior level decision maker is unavailable due to the size of the CONTRACTOR'S organization or any other reason, the CONTRACTOR shall nonetheless provide an appropriate senior level decision maker for the meeting. The purpose of this and any subsequent meetings will be good faith negotiations of the matters constituting the dispute. Negotiations shall be concluded within thirty (30) Calendar Days of the first meeting, unless mutually agreed otherwise. This step may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

16.2.3 Mediation:

.1 If the procedure described in 16.2.2 proves unsuccessful or is waived pursuant to its terms, the parties shall initiate the mediation process. OWNER and CONTRACTOR agree to select within thirty (30) calendar days a mediator trained in mediation skills, to assist with resolution of the dispute. OWNER and CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this agreement prevents the parties from relying on the skills of a person who also is trained in the subject matter of the dispute and/or a contract interpretation expert. Should the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the parties agree to submit such claims to the jurisdiction of the State District Court of Hays County, Texas, which is the exclusive venue for final dispute resolution.

.2 Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. The parties hereby agree that mediation, at a minimum, shall provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all parties for the exchange of points of view and (iii) separate meetings between the mediator and each party to the dispute for the formulation of resolution alternatives. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session, unless mutually agreed otherwise.

16.3 Resolution of Disputes between Contractor and Subcontractor or Supplier: If a dispute exists concerning a claim between a CONTRACTOR and a Subcontractor or Supplier, the CONTRACTOR agrees to participate with such Subcontractor and/or Supplier in a process substantially paralleling the steps set out in paragraphs 16.1 and 16.2 above, including the delivery of written notices, submission of supporting data, negotiation with previously

uninvolved personnel, and, if such alternative dispute resolution process is unsuccessful, mediation between the parties to the claim. If the CONTRACTOR and Subcontractor or Supplier agreement provides an alternative dispute resolution process, which provides substantially equivalent rights to those set forth herein, it may be followed, unless the CONTRACTOR and affected Subcontractor or Supplier agree to follow the process outlined above. The OWNER is not a party to the alternative dispute resolution process between the CONTRACTOR and Subcontractor or Supplier and will not pay any costs incurred in the process. Each party will be responsible for its own expenses incurred in the process, which will include an equal share of the mediation expenses, unless otherwise determined by the mediator. NOTICE: THE PROCESS SET FORTH HEREIN IS NOT A SUBSTITUTE FOR THE STATUTORY PAYMENT BOND CLAIM PROCESS.

16.4 RESERVED

ARTICLE 17 – MISCELLANEOUS

17.1 Venue: In the event of any suit at law or in equity involving the Contract, venue shall be exclusively in Hays County, Texas and the laws of the State of Texas shall apply to the interpretation and enforcement of the Contract.

17.2 Extent of Agreement: This Contract represents the entire and integrated agreement between the OWNER and CONTRACTOR with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

17.3 Cumulative Remedies: The rights and remedies available to the parties are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantees or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. Specifically, the OWNER is not required to only assess liquidated damages, and OWNER may elect to pursue its actual damages resulting from the failure of the CONTRACTOR to complete the Work in accordance with the requirements of the Contract Documents.

17.4 Severability: If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not effect the remaining portions of this Contract; this being the intent of the parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

17.5 Independent Contractor: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. CONTRACTOR is an independent contractor and CONTRACTOR's services shall be those of an independent contractor. CONTRACTOR agrees and understands that the Contract does not grant any rights or privileges established for employees of OWNER.

17.6 Prohibition of Gratuities: OWNER may, by Written Notice to CONTRACTOR, terminate the Contract without liability if is determined by OWNER that gratuities were offered or given by CONTRACTOR or any agent or representative of CONTRACTOR to any officer or employee of OWNER with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Contract. In the event the Contract is terminated by OWNER pursuant to

this provision, OWNER shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by CONTRACTOR in providing such gratuities.

17.7 Prohibition Against Personal Interest in Contracts: No officer, employee, independent consultant, or elected official of OWNER who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any violation of this provision, with the knowledge, expressed or implied, of CONTRACTOR shall render the Contract voidable by OWNER.

17.8 OWNER'S Right to Audit:

17.8.1 Records means all records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier of CONTRACTOR, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, without limitation:

.1 accounting records;

.2 written policies and procedures;

.3 subcontract files (including proposals of successful and unsuccessful Bidders, Bid recaps, etc.);

.4 original estimates and estimating work sheets;

.5 correspondence;

.6 Change Order files (including documentation covering negotiated settlements);

.7 back charge logs and supporting documentation;

.8 general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends;

.9 lump sum agreements between CONTRACTOR and any Subcontractor or Supplier;

.10 records necessary to evaluate: Contract compliance, Change Order pricing, and any Claim submitted by CONTRACTOR or any of its payees; and

.11 any other CONTRACTOR record that may substantiate any charge related to this Contract.

17.8.2 CONTRACTOR shall allow OWNER'S agent or its authorized representative to inspect, audit, and/or reproduce, or all three, all Records generated by or on behalf of CONTRACTOR and each Subcontractor and Supplier, upon OWNER'S written request. Further, CONTRACTOR shall allow OWNER'S agent or authorized representative to interview any of CONTRACTOR'S employees, all Subcontractors and all Suppliers, and all their respective employees.

17.8.3 CONTRACTOR shall retain all its Records, and require all its Subcontractors and Suppliers to retain their respective Records, during this Contract and for three (3) years after final payment, until all audit and litigation matters that OWNER has brought to the attention of CONTRACTOR are resolved, or as otherwise required by law, whichever is longer. OWNER'S right to inspect, audit, or reproduce Records, or interview employees of CONTRACTOR or its respective Subcontractors or Suppliers exists during this Contract, and for three (3) years after final payment, until all audit and litigation matters that OWNER has brought to CONTRACTOR'S attention are resolved, or as otherwise required by law, whichever is longer, and at no cost to

OWNER, either from CONTRACTOR or any of its Subcontractors or Suppliers that may furnish Records or make employees available for interviewing.

17.8.4 CONTRACTOR must provide sufficient and accessible facilities during its normal business hours for OWNER to inspect, audit, or reproduce Records, or all three, and to interview any person about the Records.

17.8.5 CONTRACTOR shall insert these requirements in each written contract between CONTRACTOR and any Subcontractor or Supplier and require each Subcontractor and Supplier to comply with these provisions.

17.9 Survival: The terms and conditions of this Contract, which contemplate a period of time beyond completion or termination will survive such completion or termination and not be merged therein or otherwise terminated.

17.10 No Waiver: The waiver of any provision of this Contract will not be deemed to be a waiver of any other provision of this Contract. No waiver of any provision of this Contract will be deemed to constitute a continuing waiver unless expressly provided in writing, nor will a waiver of any default be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Contract, whether the default is known or not, shall not constitute a waiver or estoppel of the right to do so.

17.11 Conditions Precedent to Right to Sue. Notwithstanding anything herein to the contrary, the CONTRACTOR will have at least 90 days to give notice of a claim for damages as a condition precedent to the right to sue on the Contract, subject to the contractual claim and alternative dispute resolution processes set forth herein.

17.12 Waiver of Trial by Jury. OWNER and CONTRACTOR agree that they have knowingly waived the right to trial by jury and have instead agreed that, in the event of any litigation arising out of or connected to this Contract, to proceed with a trial before the court, unless both parties subsequently agree otherwise in writing.

End of Document

DIVISION E
TECHNICAL SPECIFICATIONS

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

Where Hays County Specifications for Roadway Design, Paving, and Drainage Improvements are in conflict with TxDOT Specifications, Hays County Specifications shall supersede. Where additional project-specific requirements are provided in the Contract Documents, they shall be interpreted in accordance with the order-of-precedence provisions of the Agreement and Supplemental Conditions. Contractor shall promptly request clarification of any apparent conflict before performing affected Work.

ADDENDUM NO. 1

Project: **PARKS-2026-01 – DSRP 2026 IMPROVEMENTS PROJECT**

Owner: **City of Dripping Springs, Texas**

Engineer: **Chad Gilpin, P.E. – City Engineer**

Date: **May 26th, 2026**

Respondents are hereby notified of the following revisions and/or clarifications to the construction plans, contract documents and specifications. This Addendum forms a part of the Contract and clarifies, corrects, or modifies original Proposal Documents.

BEGIN REVISIONS

A. Contractor Questions

1. *Question:* Clarify opening for box culvert under sidewalk?

   Response: Sidewalk Box Culvert opening shall be 5-ft wide, 6-inches high (refer to Detail 4, Plan Sheet 23).

   Note, for the proposed sidewalk box culvert the sidewalk width 'W' = 4'-0" – Please see revised Plan sheet 23 showing this corrected sidewalk width dimension.

2. *Question:* Any issues with blade laying asphalt?

   Response: Asphalt surface course must be placed using a self-propelled asphalt paving machine equipped with automatic screed controls. Base courses may be blade laid (motor grader). Refer to TxDOT Specification Item 320 – Equipment for Asphalt Concrete Pavement for additional information.

3. *Question:* Is there a bid item for the removal of rock filter dam?

   Response: No. The rock filter dams are intended to remain in place at the completion of construction.

4. *Question:* Anticipated project start date?

   Response: Construction is anticipated to begin upon award of contract (within 30 days of Proposal Opening Date of June 4th – NTP anticipated July 2026).

5. *Question:* If all alternates are accepted. Would it be acceptable to provide concrete pavement at the dumpster pad area. If so could you please provide a quick description of thickness and steel reinforcement requirements. We feel that this could possibly be a cost benefit if all concrete areas can be poured together.

Response: Add Alternate #2 – Reinforced Concrete Pavement is an acceptable alternative for the Hot Mix Asphalt Pavement section. Minimum requirements for Reinforced Concrete Pavement:

- *7" Portland Cement Concrete Pavement (4,000 psi min 28-day strength) with #3 reinforcing bars installed mid-slab at 18" O.C.E.W.*
  - *Where new pavement ties to existing asphalt pavement, Concrete pavement thickness shall transition to 9" over a 3-ft taper length*
- *4" compacted crushed limestone flexible base (100% max density at moisture content within +/- 2% optimum (TEX-113-E)*
- *Scarify & Recompact existing subgrade to 95% (ASTM D698) (Not required for bedrock)*

6. *Question:* Do the lay down areas, specifically the one near the playground, need to be enclosed with temporary construction chain link fence?

   Response: Contractor shall furnish, install, maintain, adjust, and remove all temporary fencing, barricades, warning signs, pedestrian controls, and other public-protection measures necessary to separate park visitors from the work zone (including all contractor staging areas) and maintain safe public use of adjacent areas. No separate payment will be made for this work.

B. Plan Revisions

1. **COVER SHEET (Plan Sheet 01 of 28) –** *Added description for Add Alternate #2A.*
2. **SCHEDULE OF QUANTITIES (Plan Sheet 03 of 28)** - *Revised schedule of quantities to include Add Alternate #2A – Reinforced Concrete Dumpster Landing.*
3. **ADD ALT 2 TYPICAL SECTIONS (Plan Sheet 20 of 28) –** *Added details for Add Alternate #2A – Reinforced Concrete Pavement Section & joints.*
4. **SITE DETAILS (1 OF 3) (Plan Sheet 23 of 28) –** *Revised Detail 4 – Sidewalk Box Culvert dimension to clarify the width of proposed sidewalk = 4'0".*

C. Project Manual Revisions

1. **Section B-1 - PROPOSAL FORM** – *Revised proposal form to include items for Add Alternate #2A.*

END REVISIONS

RESPONDENTS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THEIR PROPOSAL TO HAVE THEIR PROPOSALS RECOGNIZED.

Revisions By:

CHAD GILPIN

_____
Chad Gilpin, PE
City Engineer

Project: **DRIPPING SPRINGS RANCH PARK (DSRP) 2026 IMPROVEMENTS (#PARKS-2026-01)**

THIS PROPOSAL IS SUBMITTED TO:

City of Dripping Springs
Dripping Springs Ranch Park Event Center
1042 Event Center Drive
Dripping Springs, Texas 78620

FROM:_____
Contractor

1. The undersigned RESPONDENT proposes and agrees, if this 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 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 s**ixty (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 Proposal will remain subject to acceptance for **60 calendar days** after the day of Proposal opening.

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

5. In submitting 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, public-use conditions, access constraints, utility conditions, visible surface conditions, drainage, grades, and all local conditions

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

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

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

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

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

G. 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.

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

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

Information From Respondents

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

RESPECTFULLY SUBMITTED on _____, 2026.

By:_____
(Authorized Signature)

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

_____
(Typed or Printed Name and Title)

Respondent:_____
(Name of Company)

Business Address: _____

_____

_____

Telephone No: _____

IF Respondent is a Corporation:

ATTEST

_____
(Signature of Witness) (Corporate Seal)

_____
(State of Incorporation)

IF Respondent is a Joint Venture:

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

1

PROPOSAL SUMMARY AND TOTALS

(1) BASE PROPOSAL SUBTOTAL $_____

(2) ADD ALTERNATE #1 SUBTOTAL $_____

(3) ADD ALTERNATE #1A SUBTOTAL $_____

(4) ADD ALTERNATE #2 SUBTOTAL $_____

(5) ADD ALTERNATE #2A SUBTOTAL $_____

(6) ADD ALTERNATE #3 SUBTOTAL $_____

(1+2+3+4+5+6) TOTAL AMOUNT PROPOSED (BASE PROPOSAL + ADD ALTERNATES #1, 1A, 2, 2A & 3) $_____

(PROVIDE DETAILED PROPOSAL TABULATION ON THE FOLLOWING PAGES)

RESPONDENT will complete the Work for the following prices:

BASE PROPOSAL:

Item	Spec Item	Description of Item with Unit Proposal Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
1	HAYS 1.04	EXCAVATION for_____dollars and_____cents PER CUBIC YARDS	CY	16	$_____	$_____
2	HAYS 1.04	EXCAVATION (HAUL OFF) for_____dollars and_____cents PER CUBIC YARDS	CY	73	$_____	$_____
3	HAYS 1.03	EMBANKMENT (ON-SITE FILL) for_____dollars and_____cents PER CUBIC YARDS	CY	16	$_____	$_____
4	TxDOT 100-7002	PREPARING ROW for_____dollars and_____cents PER STA	STA	2.1	$_____	$_____
5	TxDOT 100-7014	TREE PROTECTION for_____dollars and_____cents PER LINEAR FOOT	LF	48	$_____	$_____
6	TxDOT 169-7040	SOIL RET BLKT (CHAN_PERM_4 PSF_WLDLFE) for_____dollars and_____cents PER SQUARE YARD	SY	353	$_____	$_____
7	TxDOT 247-7021	FL BS (CMP IN PLC)(TY A OR B GR 1-2) (4") (TRAIL/PVMT BASE) for_____dollars and_____cents PER SQUARE YARD	SY	264	$_____	$_____
8	TxDOT 247-7021	FL BS (CMP IN PLC)(TY A OR B GR 1-2) (7") (TRAIL BASE SHLDR) for_____dollars and_____cents PER SQUARE YARD	SY	86	$_____	$_____
9	TxDOT 247-7023	FL BS (CMP IN PLC)(TY A OR B GR 4) (3") (3/4" MINUS TREAD) for_____dollars and_____cents PER SQUARE YARD	SY	163	$_____	$_____
10	TxDOT 432-7041	RIPRAP (STONE PROTECTION)(12 IN) for_____dollars and_____cents PER CUBIC YARDS	CY	10	$_____	$_____
11	TxDOT 500-7001	MOBILIZATION for_____dollars and_____cents PER LUMP SUM	LS	1	$_____	$_____
12	TxDOT 506-7039	TEMP SEDMT CONT FENCE (INSTALL) for_____dollars and_____cents PER LINEAR FOOT	LF	280	$_____	$_____
13	TxDOT 506-7041	TEMP SEDMT CONT FENCE (REMOVE) for_____dollars and_____cents PER LINEAR FOOT	LF	280	$_____	$_____
14	TxDOT 506-7002	ROCK FILTER DAM (TY 2) (INSTALL) for_____dollars and_____cents PER LINEAR FOOT	LF	20	$_____	$_____
15	TxDOT 531-7001	SIDEWALK BOX CULVERT (CIP) for_____dollars and_____cents PER EACH	EA	1	$_____	$_____
16	TxDOT 531-7002	CONC SIDEWALKS (5") for_____dollars and_____cents PER SQUARE YARD	SY	14	$_____	$_____

(1)		**BASE PROPOSAL SUBTOTAL (ITEMS 1-16)** for_____dollars and_____cents			$_____	$_____

RESPONDENT will complete the Work for the following prices:

ADD ALTERNATE #1:

Item	Spec Item	Description of Item with Unit Proposal Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
A1.1	HAYS 1.04	EXCAVATION for_____dollars and_____cents PER CUBIC YARDS	CY	30	$_____	$_____
A1.2	HAYS 1.03	EMBANKMENT (ON-SITE FILL) for_____dollars and_____cents PER CUBIC YARDS	CY	30	$_____	$_____
A1.3	TxDOT 100-7002	PREPARING ROW for_____dollars and_____cents PER STA	STA	1.7	$_____	$_____
A1.4	TxDOT 100-7014	TREE PROTECTION for_____dollars and_____cents PER LINEAR FOOT	LF	255	$_____	$_____
A1.5	TxDOT 164-7018	HYDRO MULCH SEED (PERM RURAL CLAY) for_____dollars and_____cents PER SQUARE YARD	SY	272	$_____	$_____
A1.6	TxDOT 500-7001	MOBILIZATION for_____dollars and_____cents PER LUMP SUM	LS	1	$_____	$_____
A1.7	TxDOT 506-7039	TEMP SEDMT CONT FENCE (INSTALL) for_____dollars and_____cents PER LINEAR FOOT	LF	493	$_____	$_____
A1.8	TxDOT 506-7041	TEMP SEDMT CONT FENCE (REMOVE) for_____dollars and_____cents PER LINEAR FOOT	LF	493	$_____	$_____
A1.9	TxDOT 531-7002	CONC SIDEWALKS (5") for_____dollars and_____cents PER SQUARE YARD	SY	94	$_____	$_____
A1.10	PLAN DETAILS	RUSTIC CEDAR FENCE for_____dollars and_____cents PER LINEAR FOOT	LF	100	$_____	$_____
A1.11	TxDOT 540-7063	PED BRIDGE - RAIL (HANDRAIL)(TY F) for_____dollars and_____cents PER LINEAR FOOT	LF	64	$_____	$_____
A1.12	STRUCTURAL DETAILS	PED BRIDGE - W12x14 I-BEAMS for_____dollars and_____cents PER LINEAR FOOT	LF	60	$_____	$_____
A1.13	STRUCTURAL DETAILS	PED BRIDGE - TAS COMPLIANT STEEL GRATE DECK for_____dollars and_____cents PER SQUARE FOOT	SF	120	$_____	$_____
A1.14	STRUCTURAL DETAILS	PED BRIDGE - BEAM SEATS for_____dollars and_____cents PER EACH	EA	6	$_____	$_____
A1.15	STRUCTURAL DETAILS	PED BRIDGE - STEEL (SHIPPING) for_____dollars and_____cents PER LUMP SUM	LS	1	$_____	$_____
A1.16	STRUCTURAL DETAILS	PED BRIDGE - ASSEMBLY & INSTALL for_____dollars and_____cents PER LUMP SUM	LS	1	$_____	$_____
A1.17	TxDOT 420-7012	CL C CONC (ABUTMENT) for_____dollars and_____cents PER CUBIC YARDS	CY	8	$_____	$_____

(2)		**ADD ALTERNATE #1 SUBTOTAL (ITEMS A1.1-A1.17)** for_____dollars and_____cents			$_____	$_____

RESPONDENT will complete the Work for the following prices:

ADD ALTERNATE #1A:

Item	Spec Item	Description of Item with Unit Proposal Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
A1A.1	CONTRACTOR'S PROPOSAL (B-3)	ALTERNATIVE PEDESTRIAN BRIDGE for_____dollars and_____cents PER LUMP SUM	LS	1	$_____	$_____
A1A.2	CONTRACTOR'S PROPOSAL (B-3)	ADD ALTERNATE #1 PED BRIDGE (DEDUCT TOTAL) for_____dollars and_____cents PER LUMP SUM	LS	1	$_____	$_____
(ITEM A1A.2 MUST EQUAL THE DEDUCTIVE SUBTOTAL OF ITEMS A1.11 THROUGH A1.17)						
(3)		**ADD ALTERNATE #1A SUBTOTAL (ITEMS A1A.1-A1A.2)** for_____dollars and_____cents			$_____	$_____

RESPONDENT will complete the Work for the following prices:

ADD ALTERNATE #2:

Item	Spec Item	Description of Item with Unit Proposal Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
A2.1	HAYS 1.04	EXCAVATION for_____dollars and_____cents PER CUBIC YARDS	CY	23	$_____	$_____
A2.2	HAYS 1.04	EXCAVATION (HAUL OFF) for_____dollars and_____cents PER CUBIC YARDS	CY	75	$_____	$_____
A2.3	HAYS 1.03	EMBANKMENT (ON-SITE FILL) for_____dollars and_____cents PER CUBIC YARDS	CY	23	$_____	$_____
A2.4	TxDOT 164-7018	HYDRO MULCH SEED (PERM RURAL CLAY) for_____dollars and_____cents PER SQUARE YARD	SY	804	$_____	$_____
A2.5	TxDOT 169-7040	SOIL RET BLKT (SL_MOD_CLAY_LONG_WLDLFE) for_____dollars and_____cents PER SQUARE YARD	SY	804	$_____	$_____
A2.6	TxDOT 247-7021	FL BS (CMP IN PLC)(TY A OR B GR 1-2) (4") (TRAIL/PVMT BASE) for_____dollars and_____cents PER SQUARE YARD	SY	252	$_____	$_____
A2.7	TxDOT 247-7113	FL BS (CMP IN PLC)(TY A OR B GR 1-2) (10") (PVMT SHLDR) for_____dollars and_____cents PER SQUARE YARD	SY	32	$_____	$_____
A2.8	TxDOT 310-7013	PRIME COAT (MC 30 OR AE-P) for_____dollars and_____cents PER GALLON	GAL	51	$_____	$_____
A2.9	TxDOT 341-7014	D-GR HMA TY-B PG70-22 (EXEMPT)(4") for_____dollars and_____cents PER SQUARE YARD	SY	252	$_____	$_____
A2.10	TxDOT 341-7039	D-GR HMA TY-C PG70-22 (EXEMPT)(2") for_____dollars and_____cents PER SQUARE YARD	SY	252	$_____	$_____
A2.11	TxDOT 500-7001	MOBILIZATION for_____dollars and_____cents PER LUMP SUM	LS	1	$_____	$_____
A2.12	TxDOT 506-7039	TEMP SEDMT CONT FENCE (INSTALL) for_____dollars and_____cents PER LINEAR FOOT	LF	200	$_____	$_____
A2.13	TxDOT 506-7041	TEMP SEDMT CONT FENCE (REMOVE) for_____dollars and_____cents PER LINEAR FOOT	LF	200	$_____	$_____

(4)		**ADD ALTERNATE #2 SUBTOTAL (ITEMS A2.1-A2.13)** for_____dollars and_____cents			$_____	$_____

RESPONDENT will complete the Work for the following prices:

ADD ALTERNATE #2A:

Item	Spec Item	Description of Item with Unit Proposal Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
A2A.1	HAYS 1.04	EXCAVATION (HAUL OFF) for_____dollars and_____cents PER CUBIC YARDS	CY	8	$_____	$_____
A2A.2	TxDOT 310-7013	PRIME COAT (MC 30 OR AE-P) for_____dollars and_____cents PER GALLON	GAL	-51	$_____	$_____
A2A.3	TxDOT 341-7014	D-GR HMA TY-B PG70-22 (EXEMPT)(4") for_____dollars and_____cents PER SQUARE YARD	SY	-252	$_____	$_____
A2A.4	TxDOT 341-7039	D-GR HMA TY-C PG70-22 (EXEMPT)(2") for_____dollars and_____cents PER SQUARE YARD	SY	-252	$_____	$_____
A2A.5	TXDOT ITEM 360	CONCRETE PVMT (CONT REINF - CRCP)(7")(4,000 PSI) for_____dollars and_____cents PER SQUARE YARD	SY	252	$_____	$_____
(5)		**ADD ALTERNATE #2A SUBTOTAL (ITEMS A2A.1 - A2A.5)** for_____dollars and_____cents			$_____	$_____

1

RESPONDENT will complete the Work for the following prices:

ADD ALTERNATE #3:

Item	Spec Item	Description of Item with Unit Proposal Price in Written Words	Unit	Approx Qty	Unit Amount	Total Price
A3.1	HAYS 1.04	EXCAVATION for_____dollars and_____cents PER CUBIC YARDS	CY	16	$_____	$_____
A3.2	HAYS 1.03	EMBANKMENT (ON-SITE FILL) for_____dollars and_____cents PER CUBIC YARDS	CY	16	$_____	$_____
A3.3	TxDOT 164-7018	HYDRO MULCH SEED (PERM RURAL CLAY) for_____dollars and_____cents PER SQUARE YARD	SY	134	$_____	$_____
A3.4	TxDOT 247-7021	FL BS (CMP IN PLC)(TY A OR B GR 1-2)(4")(TRAIL/PVMT BASE) for_____dollars and_____cents PER SQUARE YARD	SY	39	$_____	$_____
A3.5	TxDOT 500-7001	MOBILIZATION for_____dollars and_____cents PER LUMP SUM	LS	1	$_____	$_____
A3.6	TxDOT 506-7039	TEMP SEDMT CONT FENCE (INSTALL) for_____dollars and_____cents PER LINEAR FOOT	LF	92	$_____	$_____
A3.7	TxDOT 506-7041	TEMP SEDMT CONT FENCE (REMOVE) for_____dollars and_____cents PER LINEAR FOOT	LF	92	$_____	$_____
A3.8	TxDOT 531-7002	CONC SIDEWALKS (5") for_____dollars and_____cents PER SQUARE YARD	SY	52	$_____	$_____
(6)		**ADD ALTERNATE #3 SUBTOTAL (ITEMS A3.1-A3.8)** for_____dollars and_____cents			$_____	$_____

1

CONSTRUCTION PLANS

DRIPPING SPRINGS RANCH PARK (DSRP)
2026 IMPROVEMENTS

APRIL 2026
PROJECT # PARKS-2026-01

BASE: 'PATH TO POND' - EQUESTRIAN TRAIL RESTORATION
ADD ALTERNATE 1: 'PATH TO PLAYGROUND' - CONCRETE SIDEWALK TRAIL WITH STEEL PEDESTRIAN BRIDGE AND THREE RAIL SPLIT CEDAR FENCE
ADD ALTERNATE 2: 'ROLL OFF DUMPSTER LANDING AREA' - HOT MIX ASPHALT CONCRETE PAVEMENT WITH FLEXIBLE BASE
1 ADD ALTERNATE 2A: 'ROLL OFF DUMPSTER LANDING AREA' - REINFORCED CONCRETE PAVEMENT WITH FLEXIBLE BASE (REMOVES ADD ALTERNATE #2 ASPHALT PAVEMENT ITEMS)
ADD ALTERNATE 3: 'EAST SIDEWALK' - CONCRETE SIDEWALK CONNECTIONS TO EXISTING EVENT CENTER SOUTH-EAST DELIVERY ACCESS DOOR

PREPARED BY:

DANIEL CRYAN
127112
LICENSED PROFESSIONAL ENGINEER
4/24/2026

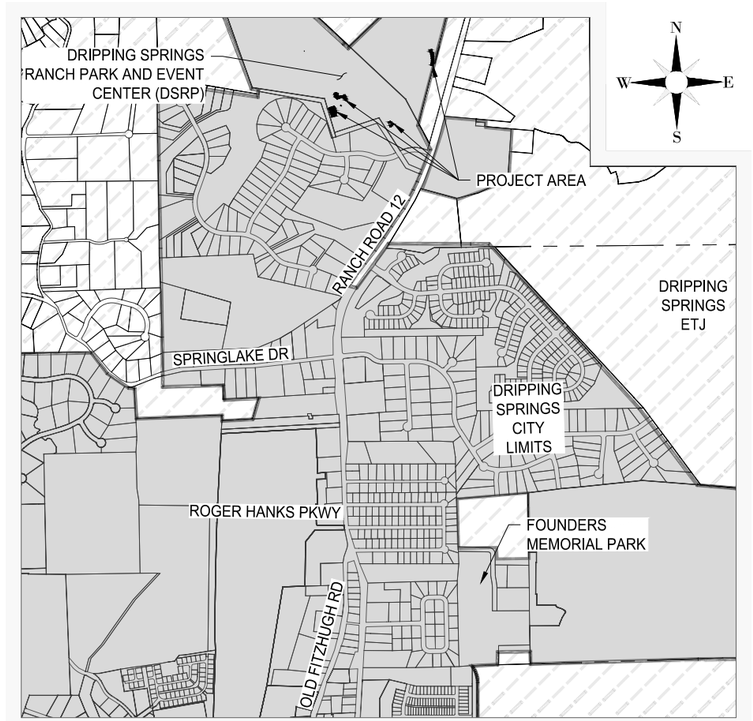
DANIEL CRYAN, P.E. — DATE

RECOMMENDED BY:

CHAD GILPIN, P.E. - CITY ENGINEER — 4/24/2026 DATE

APPROVED BY:

SHAWN COX, DEPUTY CITY ADMINISTRATOR — DATE



SCALE: 1" = 2,000'

PREPARED FOR:

CITY OF DRIPPING SPRINGS, TEXAS

DRIPPING SPRINGS
Texas

CONTRACTOR:

CONSTRUCTION START:

CONSTRUCTION ACCEPTED:

TOTAL CONSTRUCTION COST:

TOTAL CHANGE ORDER AMOUNT:

PREPARED BY:

GILPIN ENGINEERING

T.B.P.E. Firm Registration # F-27501
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

Sheet List Table	
Sheet Number	Sheet Title
1	COVERSHEET
2	GENERAL NOTES
3	SCHEDULE OF QUANTITIES
4	OVERALL PROJECT LAYOUT
5	HORIZONTAL ALIGNMENT DATA
6	EXISTING CONDITIONS
7	PLAN & PROFILE
8	TYPICAL SECTIONS
9	CROSS SECTIONS
10	CROSS SECTIONS
11	CROSS SECTIONS
12	DRAINAGE CALCULATIONS
13	ADD ALT 1 EXISTING CONDITIONS
14	ADD ALT 1 PLAN & PROFILE
15	ADD ALT 1 CROSS SECTIONS
16	ADD ALT 1 STRUCTURAL DETAILS
17	ADD ALT 1 STRUCTURAL DETAILS
18	ADD ALT 2 EXISTING CONDITIONS
19	ADD ALT 2 SITE PLAN
20	ADD ALT 2 TYPICAL SECTIONS
21	ADD ALT 3 EXISTING CONDITIONS
22	ADD ALT 3 SITE PLAN
23	SITE DETAILS
24	SITE DETAILS
25	SITE DETAILS
26	TXDOT ROCK FILTER DAM DETAIL
27	TXDOT PED RAIL DETAIL
28	TXDOT PED RAIL DETAIL

REVISION BLOCK

NO.	REVISION DESCRIPTION	AFFECTED SHEETS	DATE	APPROVAL SIGNATURE	APPROVAL DATE
1	ADDENDUM 01 REVISIONS	1, 3, 20, 23	5/26/2026		5/26/2026

NOTES:
1. THIS PROJECT LIES WITHIN THE CITY LIMITS OF DRIPPING SPRINGS, TEXAS.
2. THIS PROJECT LIES WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
3. A MINOR PORTION OF THIS PROJECT LIES WITHIN FLOODPLAIN AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48209C0105G DATED JANUARY 17, 2025 HAYS COUNTY, TEXAS AND INCORPORATED AREAS.
4. CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL SURVEY VERIFICATION REQUIRED TO COMPLETE THE PROJECT.
5. RIGHT-OF-WAY LINES SHOWN HEREON ARE APPROXIMATE.

THESE PLANS ARE FULL SIZE AT 11" X 17"

SCHEDULE OF QUANTITIES:

TxDOT SPEC & PAY ITEM	OTHER SPEC	ITEM DESCRIPTION	UNITS	"BASE PROPOSAL PATH TO POND"	"ADD ALT 1 PATH TO PLAYGROUND"	"ADD ALT 2 DUMPSTER LANDING"	"ADD ALT 2A REINFORCED CONCRETE PAVEMENT DUMPSTER LANDING"	"ADD ALT 3 EAST SIDEWALK"	PROJECT TOTALS
				QTY	QTY	QTY	QTY	QTY	TOTAL QTY
	HAYS 1.04	EXCAVATION	CY	16	30	23		16	85
	HAYS 1.04	EXCAVATION (HAUL OFF)	CY	73		75	8		148
	HAYS 1.03	EMBANKMENT (ON-SITE FILL)	CY	16	30	23		16	85
0100 7002		PREPARING ROW	STA	2.1	1.7				3.8
0100 7014		TREE PROTECTION	LF	48	255				303
0164 7018		HYDRO MULCH SEED (PERM RURAL CLAY)	SY		272	804		134	1,210
0169 7025		SOIL RET BLKT(SL_MOD_CLAY_LONG_WLDLFE)	SY			804			804
0169 7040		SOIL RET BLKT (CHAN_PERM_4 PSF_WLDLFE)	SY	353					353
0247 7021		FL BS (CMP IN PLC)(TY A OR B GR 1-2) (4") (TRAIL/PVMT BASE)	SY	264		252		39	555
0247 7021		FL BS (CMP IN PLC)(TY A OR B GR 1-2) (7") (TRAIL BASE SHLDR)	SY	86					86
0247 7023		FL BS (CMP IN PLC)(TY A OR B GR 4) (3") (3/4" MINUS TREAD)	SY	163					163
0247 7113		FL BS (CMP IN PLC)(TY A OR B GR 1-2) (10") (PVMT SHLDR)	SY			32			32
0310 7013		PRIME COAT (MC 30 OR AE-P)	GAL			51	-51		51
0341 7014		D-GR HMA TY-B PG70-22 (EXEMPT) (4")	SY			252	-252		252
0341 7039		D-GR HMA TY-C PG70-22 (EXEMPT) (2")	SY			252	-252		252
ITEM 360		CONCRETE PVMT (CONT REINF - CRCP)(7")(4,000 PSI)	SY				252		252
0432 7041		RIPRAP (STONE PROTECTION)(12 IN)	CY	10					10
0500 7001		MOBILIZATION	LS	1	1	1	1	1	1
0506 7039		TEMP SEDMT CONT FENCE (INSTALL)	LF	280	493	200		92	1,065
0506 7041		TEMP SEDMT CONT FENCE (REMOVE)	LF	280	493	200		92	1,065
0506 7002		ROCK FILTER DAM (TY 2) (INSTALL)	LF	20					20
0531 7001		SIDEWALK BOX CULVERT (CIP)	EA	1					1
0531 7002		CONC SIDEWALKS (5")	SY	14	94			52	160
	PLAN DETAILS	RUSTIC CEDAR FENCE	LF		100				100
0450 7063		PED BRIDGE - RAIL (HANDRAIL)(TY F)	LF		64				64
	STRUCTURAL DETAILS	PED BRIDGE - W12x14 I-BEAMS (MATERIALS)	LF		60				60
		PED BRIDGE - TAS COMPLIANT STEEL GRATE DECK (MATERIALS)	SF		120				120
		PED BRIDGE - STEEL (SHIPPING)	LS		1				1
		PED BRIDGE - BEAM SEATS	EA		6				6
		PED BRIDGE - ASSEMBLY & INSTALL	LS		1				1
420 7012		CL C CONC (ABUTMENT)	CY		8				8

NOTE:
ADD ALTERNATE #2A WOULD BE CONSTRUCTED IN ADDITION TO THE ITEMS REQUIRED FOR ADD ALTERNATE #2. IF ADD ALTERNATE #2A IS SELECTED FOR AWARD, ALL ITEMS SHOWN WITH A NEGATIVE VALUE FOR ADD ALTERNATE #2A WILL BE REMOVED FROM ADD ALTERNATE #2

NOTES RELATED TO PAY ITEMS AND SPECIFICATIONS

WHERE HAYS COUNTY SPECIFICATIONS FOR ROADWAY DESIGN, PAVING AND DRAINAGE ARE IN CONFLICT WITH TXDOT SPECIFICATIONS LISTED ABOVE HAYS COUNTY SPECIFICATIONS SHALL SUPERSEDE. WHERE ADDITIONAL INFORMATION PROVIDED BELOW CONFLICTS WITH EITHER THE TXDOT OR HAYS COUNTY SPECIFICATIONS THE INFORMATION BELOW SHALL SUPERSEDE.

NOTE: CONTRACTOR SHALL FURNISH, INSTALL, MAINTAIN, ADJUST, AND REMOVE ALL TEMPORARY FENCING, BARRICADES, WARNING SIGNS, PEDESTRIAN CONTROLS, AND OTHER PUBLIC-PROTECTION MEASURES NECESSARY TO SEPARATE PARK VISITORS FROM THE WORKZONE AND MAINTAIN SAFE PUBLIC USE OF ADJACENT AREAS. NO SEPARATE PAY ITEM WILL BE MADE FOR THIS WORK.

REFER TO NOTES ON TYPICAL SECTION PLAN SHEETS FOR ADDITIONAL INFORMATION RELATED TO SPECIFIC MATERIAL REQUIREMENTS.

HAYS COUNTY ITEM 1.04:
THIS ITEM IS FULL COMPENSATION FOR AUTHORIZED EXCAVTION; DRYING; UNDERCUTTING SUBGRADE IN ROCK CUTS AND REWORKING OR REPLACING THE UNDERCUT MATERIAL; HAULING; DISPOSAL OF MATERIAL NOT USED ELSEWHERE ON THE PROJECT; SCARIFICATION AND COMPACTION; AND EQUIPMENT, LABOR, MATERIALS, TOOLS, AND INCIDENTALS.

TXDOT ITEM 100 - PREPARING RIGHT OF WAY
CONTRACTOR SHALL CLEAR AREAS SHOWN ON THE PLANS OF ALL OBSTRUCTIONS, EXCEPT THOSE LANDSCAPE AND UTILITY FEATURES THAT ARE TO BE PRESERVED AS NOTED ON THE PLANS. UPON RECEIVING NOTICE TO PROCEED CONTRACTOR SHALL STAKE THE LIMITS OF SITE CLEARING ACTVITIES REQUIRED AND REQUEST APPROVAL FROM THE ENGINEER OR CITY'S INSPECTOR PRIOR TO THE START OF SITE CLEARING ACTIVITIES.
THIS ITEM INCLUDES PAYMENT FOR REMOVAL OF EXISTING STRUCTURES SUCH AS EXISTING CONCRETE SIDEWALK, MISCELLANEOUS CONCRETE, BRICK, LUMBER, ERODED ROCK AND SILT DEPOSITS, VEGETATION, CURB AND GUTTER, MISCELLANEOUS STONE, ETC. THIS ITEM INCLUDES TREE AND BRUSH REMOVAL, CLEARING AND GRUBBING AS NECESSARY TO PREPARE THE WORK AREA.

TXDOT ITEM 164 - HYDRO MULCH SEED
SEED MIX SHALL BE NATIVE TRAIL MIX BY NATIVE AMERICAN SEED (HTTPS://SEEDSOURCE.COM/NATIVE-TRAIL-MIX/). SEED SHALL BE APPLIED AT A RATE PER THE MANUFACTURERS RECOMMENDATIONS.

THERE WILL BE NO SEPARATE PAY ITEM FOR WATERING OR TEMPORARY IRRIGATION NECESSARY TO ESTABLISH RE-VEGETATION. ALL IRRIGATION WATER REQUIRED FOR THE ESTABLISHMENT OF 85% COVER FOR THIS PROJECT SHALL BE SUBSIDIARY TO THIS PAY ITEM.

THERE WILL BE NO SEPARATE PAY ITEM FOR FURNISHING AND PLACING TOPSOIL. ON-SITE EXCAVATED SOILS OR ON-SITE SOIL STOCKPILES MAY BE USED FOR TOPSOIL, AND EMBANKMENT PURPOSES UPON APPROVAL BY THE ENGINEER. FOR THE PURPOSES OF ESTABLISHING VEGETATION IN AREAS SHOWN ON PLANS THE CONTRACTOR HAS THE OPTION OF USING ON-SITE SOILS OR BRINGING IN OFF-SITE TOPSOIL (WITH THE ENGINEER'S APPROVAL), THE CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING VEGETATION.

TXDOT ITEM 310 - PRIME COAT
ALLOW PRIME COAT MATERIAL TO CURE PRIOR TO PLACING HMAC. AE-P PRIME COAT SHALL BE ALLOWED TO CURE 48 TO 72 HOURS, ALTERNATIVELY CSS-1H DILUTED TO 30/70 MAY BE USED TO ALLOW A RAPID CURING (TYPICALLY 2 HOURS)

TXDOT ITEM 341 - HOT MIX ASPHALT CONCRETE PAVEMENT
HMAC SHALL BE PAID FOR BY THE SQUARE YARD (SY).
HMAC SHALL BE APPLIED AT THE FOLLOWING RATES:

HMAC TY B, C & D	115 LBS/SY/IN
PRIME COAT	0.2 GAL/SY
TACK COAT	0.1 GAL/SY

GLEPH ENGINEERING
T.B.P.E. Firm Registration # F-27501
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

DANIEL CRYAN 127112 LICENSED PROFESSIONAL ENGINEER
4/24/2026

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REVISIONS:

NO.	REVISION	DATE
1	ADDENDUM 01	5/26/2026

DATE: 4/24/2026
DESIGN BY: DC
CHECKED BY: CG
PROJ #: PARKS-2026-01

DRIPPING SPRINGS
Texas

PROJECT:
DSRP
2026 IMPROVEMENTS

SHEET TITLE:
SCHEDULE OF QUANTITIES

G:_PROJECTS\DS-CITY ENGINEERING\CITY PROJECTS\DSRP\DSRP 2026 Improvements\CAD\Sheets\DSRP-2026_SOQ.dwg

GENERAL NOTES:

1. CONTRACTOR SHALL NOTIFY THE ENGINEER TO REVIEW SITE CONDITIONS UPON SCARIFYING, SHAPING, AND RE-COMPACTING THE SUBGRADE, PRIOR TO PLACING FLEX BASE MATERIAL.

HOT MIX ASPHALT CONCRETE (HMAC) NOTES:

1. TXDOT ITEM 341. ALL HMAC SHALL BE PG70-22 UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
2. HMAC TY B: MINIMUM LIFT THICKNESS = 2-1/2", MAXIMUM LIFT THICKNESS = 5".
   HMAC TY C: MINIMUM LIFT THICKNESS = 2", MAXIMUM LIFT THICKNESS = 4".
   HMAC TY D: MINIMUM LIFT THICKNESS = 1-1/2", MAXIMUM LIFT THICKNESS = 3".
3. HMAC UNIT WEIGHT FOR ESTIMATING PURPOSES = 115 LBS/SY/IN

FLEXIBLE BASE GRADE 1-2 GRADATION REQUIREMENTS	
SIEVE SIZE	% PASSING
2-1/2"	100%
1-3/4"	90-100%
7/8"	65-90%
3/8"	35-70%
#4	25-55%
#40	10-35%
#200	5-15%

PRIME COAT NOTES:

1. TXDOT ITEM 310 (MULTI OPTION).
2. APPLICATION RATE = 0.2 GAL/SY.
3. PLACE PRIME COAT ON BASE OR SUBGRADE SURFACE PRIOR TO PLACING NEW HMAC MATERIAL. ALLOW PRIME COAT MATERIAL TO CURE PRIOR TO PLACING HMAC. AE-P PRIME COAT SHALL BE ALLOWED TO CURE 48 TO 72 HOURS, ALTERNATIVELY CSS-1H DILUTED TO $\frac{30}{70}$ MAY BE USED TO ALLOW RAPID CURING (TYPICALLY WITHIN 2 HOURS OF PLACEMENT).

SUBGRADE PREPARATION NOTES:

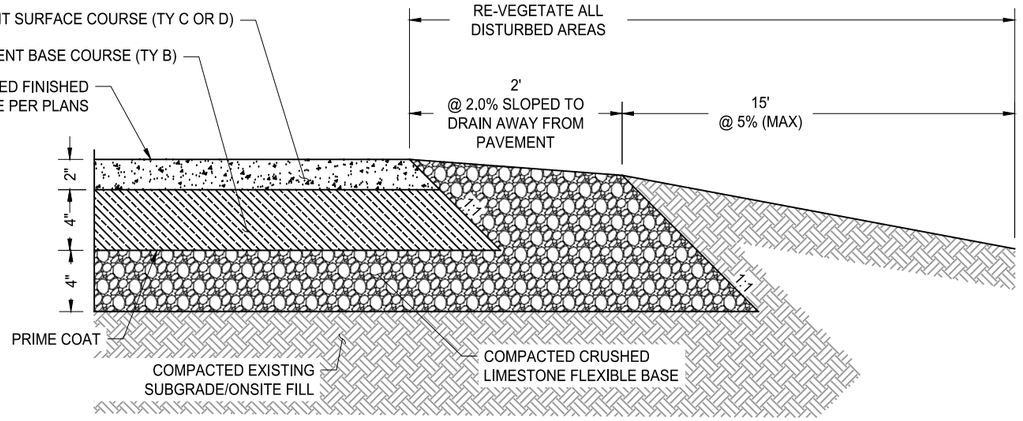
1. PROOFROLL EXISTING SUBGRADE TO REMAIN WITH A MINIMUM OF 5 PASSES OF A FULLY-LOADED DUMP TRUCK OR SIMILAR HEAVILY-LOADED PIECE OF CONSTRUCTION EQUIPMENT. PROOFROLLING OPERATIONS SHOULD BE OBSERVED BY THE CITY INSPECTOR OR ENGINEER TO DOCUMENT SUBGRADE CONDITION AND PREPARATION.
2. WEAK OR SOFT AREAS IDENTIFIED DURING PROOFROLLING SHALL BE REPLACED WITH SUITABLE, COMPACTED ON-SITE SOILS, FREE OF ORGANICS, OVERSIZED MATERIALS, AND DEGRADABLE OR DELETERIOUS MATERIALS.
3. SCARIFY TOP 6 INCHES OF SUBGRADE TO REMAIN AND RECOMPACT TO A MINIMUM OF 95% MAXIMUM DENSITY (TEX-114-E). MAINTAIN MOISTURE CONTENT WITHIN RANGE OF OPTIMUM TO 3% ABOVE UNTIL PERMANENTLY COVERED.

FLEXIBLE BASE NOTES:

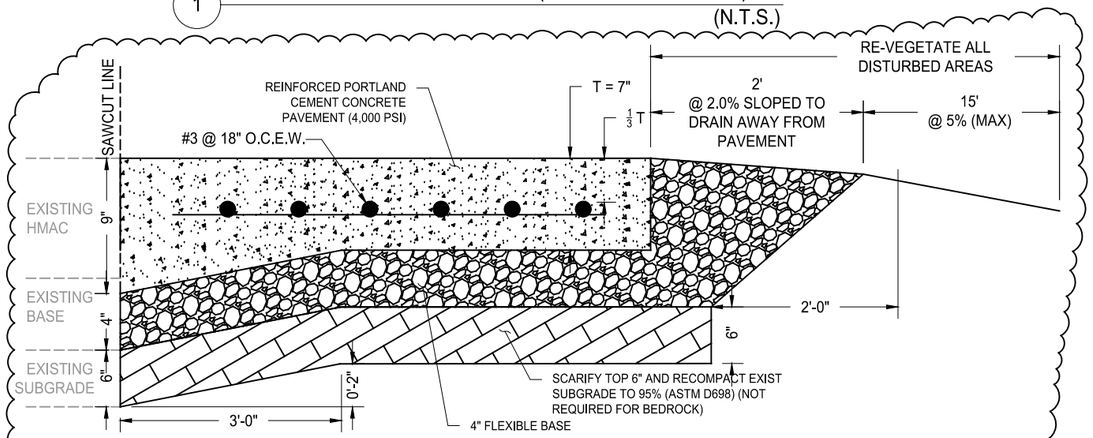
1. TXDOT ITEM 247 TYPE A (CRUSHED STONE PRODUCED AND GRADED FROM OVERSIZE QUARRIED AGGREGATE THAT ORIGINATES FROM A SINGLE, NATURALLY OCURRING SOURCE) OR TYPE B (CRUSHED OR UNCRUSHED GRAVEL. BLENDING OF TWO OR MORE SOURCES IS ALLOWED), GRADE 1-2. MAX LIFT DEPTH = 8".
2. COMPACT TO A MINIMUM OF 100% MAXIMUM DENSITY AT A MOISTURE CONTENT WITHIN 2% +/- OPTIMUM (TEX-113-E).
3. ON-SITE CRUSHED LIMESTONE MATERIAL MAY BE USED FOR FLEXIBLE BASE MATERIAL, PROVIDED THAT IT MEETS THE GRADATION AND MATERIAL REQUIREMENTS IN TXDOT SPECIFICATION FOR ITEM 247 AND AS NOTED ON THE PLANS.
4. IF CRUSHED ON-SITE MATERIAL IS USED CONTRACTOR IS RESPONSIBLE FOR OBTAINING MATERIAL SAMPLES AND LABORATORY MATERIAL MATERIAL TESTING TO DEMONSTRATE GRADATION, MOISTURE DENSITY RELATIONSHIP (TEX-113-E), AND ATTERBERG LIMITS (ASTM D4318) OF THE CRUSHED MATERIAL.

EARTHWORK & GRADING NOTES:

1. EARTH CUTS PER HAYS COUNTY SPECIFICATION 1.04.
2. ALL CUT AREAS SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 6" BELOW PROPOSED FINISHED GRADE, AND ALL UNSUITABLE, ORGANIC AND OVERSIZED (6"+ MATERIAL REMOVED.
3. EMBANKMENT & EARTH FILLS PER HAYS COUNTY SPECIFICATION 1.03.
4. BACKFILL PLACED BENEATH THE PAVEMENT SECTION TO FILL EXISTING VOIDS AND SHAPE THE EXISTING SUBGRADE SHALL BE COMPACTED TO A MINIMUM DENSITY OF NINETY-FIVE PERCENT (95%) OF THE MAXIMUM DENSITY USING TXDOT TEST METHOD TEX-113-E.
6. BACKFILL ON WHICH VEGETATION WILL BE ESTABLISHED SHALL BE COMPACTED TO A MAXIMUM OF EIGHTY FIVE PERCENT (85%) OF THE MAXIMUM DENSITY USING TXDOT TEST METHOD TEX-113-E.
7. ALL EMBANKMENT LIFTS, INCLUDING ONES THAT HAVE PASSED DENSITY TESTS, ARE SUBJECT TO PROOF ROLL.
8. MAINTAIN MOISTURE CONTENT WITHIN RANGE OF OPTIMUM TO 3% ABOVE UNTIL PERMANENTLY COVERED.

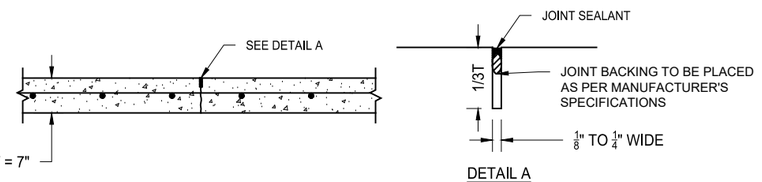


1 ADD ALT 2 - TYPICAL SECTION (DUMPSTER LANDING) (N.T.S.)



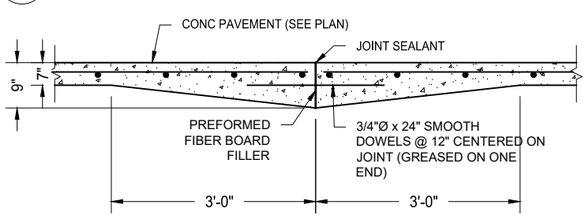
2 ADD ALT 2A - REINFORCED CONCRETE PAVEMENT DETAIL N.T.S.

CONCRETE PAVEMENT NOTES:
1. INSTALL CONTROL JOINTS AT MAXIMUM SPACING OF 10'x10' OR AS DIRECTED BY THE ENGINEER.
2. PORTLAND CEMENT CONCRETE SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4,000 PSI.
3. LIQUID MEMBRANE-FORMING CURING COMPOUND SHOULD BE APPLIED AS SOON AS PRACTICAL AFTER BROOM FINISHING THE CONCRETE SURFACE.



DETAIL A

3 ADD ALT 2A - CONCRETE PAVEMENT CONTROL JOINT DETAIL N.T.S.



4 ADD ALT 2A - CONCRETE PAVEMENT CONSTRUCTION JOINT N.T.S.

GLEN ENGINEERING
T.B.P.E. Firm Registration # F-27501
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

DANIEL CRYAN 127112 LICENSED PROFESSIONAL ENGINEER
4/24/2026

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REVISIONS:

NO.	REVISION	DATE
1	ADDENDUM 01	5/26/2026

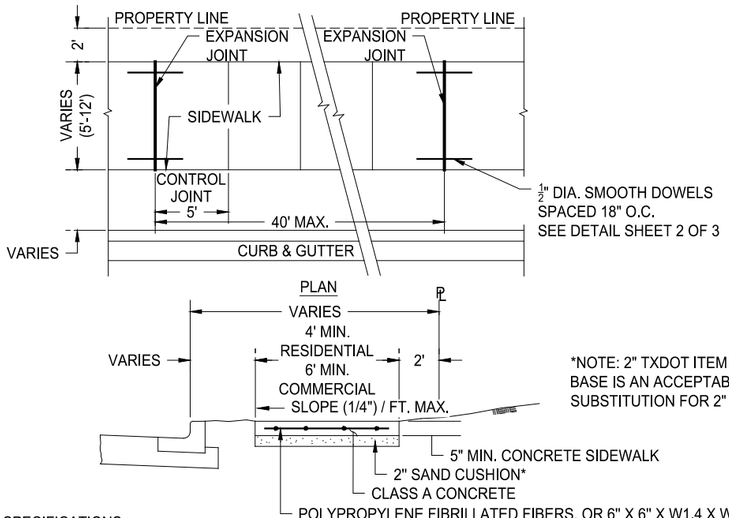
DATE: 4/24/2026
DESIGN BY: DC
CHECKED BY: CG
PROJ #: PARKS-2026-01

DRIPPING SPRINGS Texas

PROJECT:
DSRP
2026 IMPROVEMENTS

SHEET TITLE:
ADD ALT 2
TYPICAL
SECTIONS

G:_PROJECTS\DS-CITY ENGINEERING\CITY PROJECTS\DSRP\DSRP 2026 Improvements\CAD\Sheets\DSRP-2026_TYP.dwg



*NOTE: 2" TXDOT ITEM 247 ROAD BASE IS AN ACCEPTABLE SUBSTITUTION FOR 2" SAND CUSHION

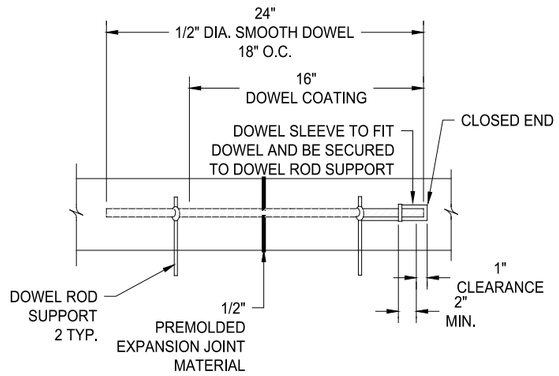
REFERENCES:

1. HAYS COUNTY STANDARD SPECIFICATIONS SECTION 8.00 - CONCRETE FOR STRUCTURES.

2. TXDOT STANDARD SPECIFICATIONS ITEM 247 - FLEXIBLE BASE.

3. TEXAS DEPARTMENT OF LICENSING AND REGULATION, TEXAS ACCESSIBILITY STANDARDS.

① SIDEWALK (1 of 3) N.T.S.

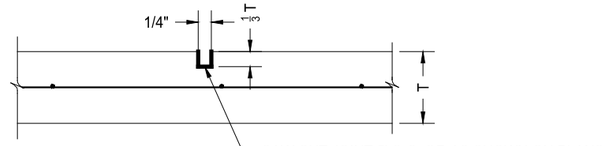


SIDEWALK JOINTING NOTES:

1. JOINT PLAN MUST BE SUBMITTED BY CONTRACTOR AND APPROVED BY ENGINEER PRIOR TO THE INSTALLATION OF CONCRETE FLAT WORK.

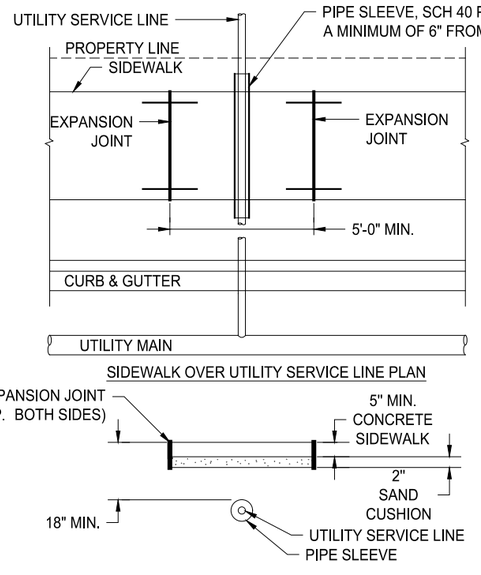
2. WHERE EXPANSION JOINTS ARE BEING PLACED AGAINST EXISTING CONCRETE THE SMOOTH DOWEL SHALL BE DRILLED INTO THE EXISTING CONCRETE

SIDEWALK EXPANSION JOINT DOWEL DETAIL



SIDEWALK SAW CUT/CONTROL JOINT DETAIL

② SIDEWALK (2 of 3) N.T.S.



NOTES:

1. THIS STANDARD APPLIES TO THE INSTALLATION OF NEW UTILITIES OR UTILITIES BEING REPLACED BY A NEW LINE.

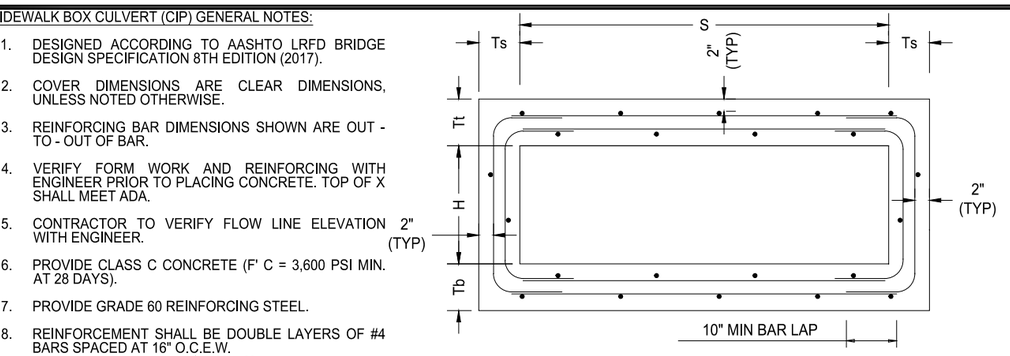
2. NO JOINTS IN UTILITY SERVICE PIPE TO BE LOCATED INSIDE PVC PIPE SLEEVE.

3. PROVIDE 2" PVC RISER FOR LOCATION AT EACH END OF SLEEVE.

③ SIDEWALK (3 of 3) N.T.S.

SIDEWALK BOX CULVERT (CIP) GENERAL NOTES:

1. DESIGNED ACCORDING TO AASHTO LRFD BRIDGE DESIGN SPECIFICATION 8TH EDITION (2017).
2. COVER DIMENSIONS ARE CLEAR DIMENSIONS, UNLESS NOTED OTHERWISE.
3. REINFORCING BAR DIMENSIONS SHOWN ARE OUT - TO - OUT OF BAR.
4. VERIFY FORM WORK AND REINFORCING WITH ENGINEER PRIOR TO PLACING CONCRETE. TOP OF X SHALL MEET ADA.
5. CONTRACTOR TO VERIFY FLOW LINE ELEVATION WITH ENGINEER.
6. PROVIDE CLASS C CONCRETE (F' C = 3,600 PSI MIN. AT 28 DAYS).
7. PROVIDE GRADE 60 REINFORCING STEEL.
8. REINFORCEMENT SHALL BE DOUBLE LAYERS OF #4 BARS SPACED AT 16" O.C.E.W.



BOX DATA				
SECTION DIMENSIONS				
S (ft)	H (ft)	T_T (in)	T_B (in)	T_S (in)
5	0.5	9	9	8

④ SIDEWALK BOX CULVERT (CAST-IN-PLACE CONCRETE) N.T.S.

GLEPH ENGINEERING
T.B.P.E. Firm Registration # F-27501
9701 BRODIE LANE #203
AUSTIN, TX 78748
PH: 512.220.8100

Item # 10.

DANIEL CRYAN 127112 LICENSED PROFESSIONAL ENGINEER
4/24/2026

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REVISIONS:

NO.	REVISION	DATE
1	ADDENDUM 01	5/26/2026

DATE: 4/24/2026
DESIGN BY: DC
CHECKED BY: CG
PROJ #: PARKS-2026-01

DRIPPING SPRINGS Texas

PROJECT:

DSRP
2026 IMPROVEMENTS

SHEET TITLE:

SITE DETAILS
(1 OF 3)

G:_PROJECTS\DS-CITY ENGINEERING\CITY PROJECTS\DSRP\DSRP 2026 Improvements\CAD\Sheets\DSRP-2026_DETAILS.dwg

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Ginger Faught, Deputy City Administrator

Council Meeting Date: July 7, 2026

Agenda Item Wording: Public hearing, discussion, and possible action to approve an Ordinance amending Chapter 24, Article 24.02, Division 5, Section 24.02.262 of the Code of Ordinances of the City of Dripping Springs, relating to a local amendment to Section 1303 of the International Plumbing Code for standalone irrigation-only rainwater harvesting systems.

Agenda Item Sponsor: Mayor Bill Foulds, Jr.

Summary/Background: The City recently reviewed permitting and inspection requirements for rainwater harvesting systems that are used solely for exterior landscape irrigation and are not connected to potable water, a public water supply, indoor plumbing fixtures, or building plumbing systems. The issue arose in connection with a proposed commercial project involving an irrigation-only rainwater harvesting system.

The City currently adopts the International Plumbing Code as the City's Plumbing Code through Chapter 24, Article 24.02, Division 5 of the City Code. Section 24.02.262 contains local amendments to the adopted Plumbing Code. Chapter 13 of the International Plumbing Code regulates nonpotable water systems, including nonpotable rainwater collection and distribution systems under Section 1303.

The proposed ordinance uses the City's existing local amendment mechanism in Section 24.02.262 to add a new Section 1303.17, titled Standalone Irrigation-Only Rainwater Harvesting Systems, to the City's adopted Plumbing Code.

Purpose of Proposed Amendment

The purpose of the proposed amendment is to encourage water conservation and beneficial use of harvested rainwater by clarifying that qualifying standalone irrigation-only rainwater harvesting systems do not require a City plumbing permit solely because they collect rainwater from gutters, downspouts, leaders, roof drainage components, or exterior rainwater conveyance piping and store the collected rainwater in a rainwater storage tank for exterior landscape irrigation.

The amendment is intentionally narrow. It does not create a broad exemption for systems connected to potable water, public water supplies, building plumbing, indoor plumbing fixtures, or potable uses. It also does not waive independently applicable permits, inspections, approvals, public water supplier requirements, state-law requirements, or adopted-code requirements.

Summary of Proposed Ordinance

The ordinance would amend Section 24.02.262 by adding a local amendment to International Plumbing Code Section 1303. The new local amendment would create Section 1303.17 and provide the following:

1. **Definition of Standalone Irrigation-Only Rainwater Harvesting System**

The ordinance defines a standalone irrigation-only rainwater harvesting system as a system that collects, conveys, stores, and distributes only harvested rainwater for exterior landscape irrigation or other exterior nonpotable irrigation use, and that is physically separate from potable water systems, public water supplies, building plumbing systems, indoor plumbing fixtures, and potable uses.

A property's separate domestic potable water service would not, by itself, disqualify a system from the exemption, provided the rainwater harvesting system remains separate from that potable water service and from any public water supply.

2. **Limited Plumbing Permit Exemption**

A qualifying standalone irrigation-only rainwater harvesting system would not require a City plumbing permit solely because it collects rainwater from gutters, downspouts, leaders, roof drainage components, or exterior rainwater conveyance piping and stores the collected rainwater in a rainwater storage tank for exterior landscape irrigation.

3. **On-Grade Rainwater Storage Tank Provision**

A rainwater storage tank used solely as part of a qualifying standalone irrigation-only rainwater harvesting system and supported directly on grade would not, by itself, require a City permit merely because the tank stores harvested rainwater for exterior landscape irrigation, provided:

- the tank capacity is not greater than 5,000 gallons; and
- the ratio of height to diameter or width is not greater than 2:1.

The tank provision does not exempt foundations, platforms, racks, structural supports, enclosures, anchoring systems, electrical work, grading, drainage alteration, stormwater discharge, floodplain work, right-of-way work,

easement encroachments, public-water connections, building-plumbing connections, or other independently regulated work.

4. Commercial Development Backflow Requirement

For commercial development served by a public water supply, the owner or installer must provide documentation that containment backflow protection at the public-water service entrance or meter has been installed, or that the applicable public water supplier has determined that no additional containment backflow protection is required.

5. Public Water Supplier Requirements Preserved

The ordinance does not limit, waive, supersede, or determine requirements of any public water supplier. Public water supplier requirements may include customer-service inspections, cross-connection control, backflow prevention, air-gap separation, meter protection, public water supply backup, service agreements, or other requirements imposed by the applicable water supplier.

6. Noncommercial Owner Responsibility

For noncommercial standalone irrigation-only rainwater harvesting systems, the City would not require proof of notification to the public water supplier as a condition of the plumbing-permit exemption. However, the property owner remains responsible for determining and complying with any applicable public water supplier notification, service agreement, customer-service inspection, cross-connection control, backflow prevention, meter protection, or other public-water-supplier requirement.

Commission Recommendations: N/A

Recommended Council Actions: Adoption.

Attachments: Draft ordinance

City of Dripping Springs

Standalone Irrigation-Only Rainwater Harvesting Systems Ordinance

ORDINANCE No. 2026-##

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, AMENDING CHAPTER 24, ARTICLE 24.02, DIVISION 5, SECTION 24.02.262, LOCAL AMENDMENTS, OF THE CITY CODE OF ORDINANCES BY ADOPTING A LOCAL AMENDMENT TO CHAPTER 13 OF THE CITY'S ADOPTED INTERNATIONAL PLUMBING CODE FOR STANDALONE IRRIGATION-ONLY RAINWATER HARVESTING SYSTEMS; PROVIDING THAT A QUALIFYING STANDALONE IRRIGATION-ONLY RAINWATER HARVESTING SYSTEM DOES NOT REQUIRE A CITY PLUMBING PERMIT SOLELY BECAUSE THE SYSTEM COLLECTS RAINWATER FROM GUTTERS, DOWNSPOUTS, LEADERS, ROOF DRAINAGE COMPONENTS, OR EXTERIOR RAINWATER CONVEYANCE PIPING AND STORES THE COLLECTED RAINWATER IN A RAINWATER STORAGE TANK FOR EXTERIOR LANDSCAPE IRRIGATION; PROVIDING THAT A QUALIFYING ON-GRADE RAINWATER STORAGE TANK NOT GREATER THAN 5,000 GALLONS AND WITH A HEIGHT-TO-DIAMETER OR WIDTH RATIO NOT GREATER THAN 2:1 DOES NOT, BY ITSELF, REQUIRE A CITY PERMIT; CLARIFYING THAT USE OF HARVESTED RAINWATER SOLELY FOR EXTERIOR LANDSCAPE IRRIGATION DOES NOT, BY ITSELF, REQUIRE A CITY PLUMBING PERMIT; PRESERVING PERMITTING AND INSPECTION REQUIREMENTS FOR SYSTEMS CONNECTED TO POTABLE WATER, PUBLIC WATER SUPPLIES, BUILDING PLUMBING, ELECTRICAL SYSTEMS, GRADING, DRAINAGE, STRUCTURAL WORK, SEPARATE OR ADDITIONAL IRRIGATION WORK, AND OTHER REGULATED WORK; REQUIRING COMMERCIAL DEVELOPMENT SERVED BY A PUBLIC WATER SUPPLY TO DOCUMENT CONTAINMENT BACKFLOW PROTECTION OR PUBLIC WATER SUPPLIER DETERMINATION; PRESERVING PUBLIC WATER SUPPLIER REQUIREMENTS; PROVIDING FOR FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Dripping Springs seeks to promote reasonable, sound, and safe construction and land-use practices within the City and its extraterritorial jurisdiction to the extent authorized by law; and

WHEREAS, Texas Local Government Code Section 51.001 authorizes the City to adopt ordinances and police regulations for the good government, peace, or order of the City and as necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City has adopted technical and construction codes, including the International Plumbing Code as amended, to protect public health, safety, and welfare; and

WHEREAS, Chapter 24, Article 24.02, Division 5, Section 24.02.261 of the City Code adopts the International Plumbing Code as the Plumbing Code of the City; and

WHEREAS, Chapter 24, Article 24.02, Division 5, Section 24.02.262 of the City Code establishes local amendments to the City's adopted Plumbing Code; and

WHEREAS, Chapter 13 of the City's adopted International Plumbing Code regulates nonpotable water systems, and the City Council desires to adopt a local amendment to Chapter 13 addressing standalone irrigation-only rainwater harvesting systems; and

WHEREAS, the City Council recognizes that rainwater harvesting for landscape irrigation can conserve potable water resources and promote beneficial use of stormwater; and

WHEREAS, the City Council finds that truly standalone rainwater harvesting systems used solely for exterior landscape irrigation, with no connection to potable water, public water supplies, or building plumbing, present materially different regulatory concerns than systems connected to potable water, public water supplies, indoor plumbing fixtures, or building plumbing systems; and

WHEREAS, the City Council further finds that a rainwater storage tank used solely as part of a standalone irrigation-only rainwater harvesting system should not require a City permit merely because the tank stores harvested rainwater for exterior landscape irrigation, provided that the tank is supported directly on grade, has a capacity not greater than 5,000 gallons, has a height-to-diameter or width ratio not greater than 2:1, and no independent permit requirement applies; and

WHEREAS, the City Council intends to clarify that the use of harvested rainwater solely for exterior landscape irrigation does not, by itself, require a City plumbing permit, while preserving independently applicable state licensing requirements and City permit requirements for separate or additional landscape irrigation system work; and

WHEREAS, the City Council recognizes that state law and public water supplier requirements may apply to rainwater harvesting systems where necessary to protect a public water supply, including requirements related to backflow prevention, cross-connection control, customer-service inspections, air-gap separation, meter protection, public water supply backup, and service agreements under 30 Texas Administrative Code §§ 290.44(h), 290.44(j), and 290.46(j), and applicable public water supplier rules;

WHEREAS, the City Council intends to require commercial development served by a public water supply to document containment backflow protection at the public-water service entrance or meter, or a determination by the applicable public water supplier that no additional containment backflow protection is required, while leaving public water supplier notification and compliance for noncommercial systems to the property owner; and

WHEREAS, the City Council intends to use the local amendment mechanism in Section 24.02.262 to establish a narrow plumbing-permit exemption for qualifying standalone irrigation-only rainwater harvesting systems while preserving all independently applicable permitting, inspection, approval, and code-compliance requirements; and

WHEREAS, the City Council finds that this ordinance is necessary and proper to promote water conservation while protecting public health, safety, welfare, public infrastructure, adjacent properties, and public water supplies.

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

1. Findings of Fact

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

2. Enactment

Chapter 24, Article 24.02, Division 5, Section 24.02.262, Local Amendments, of the City Code of Ordinances is hereby amended as shown in Attachment A, attached hereto and incorporated herein for all purposes.

3. Purpose and Intent of Local Amendment

The amendment adopted by this Ordinance is intended to operate as a local amendment to Chapter 13 of the City's adopted International Plumbing Code. The amendment establishes that a qualifying standalone irrigation-only rainwater harvesting system does not require a City plumbing permit solely because the system collects rainwater from gutters, downspouts, leaders, roof drainage components, or exterior rainwater conveyance piping and stores the collected rainwater in a rainwater storage tank for exterior landscape irrigation.

4. No Permit Triggered by Tank Alone

For avoidance of doubt, the City Council intends that a rainwater storage tank used solely as part of a qualifying standalone irrigation-only rainwater harvesting system and supported directly on grade shall not, by itself, trigger a City permit requirement merely because the tank stores harvested rainwater for exterior landscape irrigation, provided the tank capacity is not greater than 5,000 gallons and the ratio of height to diameter or width is not greater than 2:1. This provision does not exempt any foundation, platform, structural support, enclosure, anchoring system, electrical work, grading, drainage alteration, stormwater discharge, right-of-way work, floodplain work, public-water connection, building-plumbing connection, or other regulated work from any independently applicable permit, inspection, approval, or code-compliance requirement.

5. Repealer

All ordinances, resolutions, policies, or parts thereof that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict or inconsistency, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated herein.

6. Severability

Should any clause, sentence, paragraph, section, subsection, phrase, or part of this Ordinance be adjudged invalid, unconstitutional, or unenforceable by a court of competent jurisdiction or administrative agency with jurisdiction over the matter, such judgment shall not affect, impair, or invalidate the remainder of this Ordinance, which shall remain in full force and effect.

7. Codification

The City Secretary is hereby directed to record and publish this Ordinance and to codify the amendments adopted herein in the City Code of Ordinances. The City Secretary and codifier are authorized to assign appropriate subsection numbers, cross-references, and formatting consistent with the City Code, provided that no substantive provision is changed.

8. Effective Date

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

9. Proper Notice and Meeting

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act, Texas Government Code Chapter 551, and any other applicable law.

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

Attachment "A"

Chapter 24, Article 24.02, Division 5, Section 24.02.262, Local Amendments, is amended by adding a new subsection (m) adopting a local amendment to Chapter 13 of the International Plumbing Code to read as follows:

Sec. 24.02.262 Local Amendments

(m) ***Section 1303, Nonpotable Rainwater Collection and Distribution Systems; add Section 1303.17, Standalone Irrigation-Only Rainwater Harvesting Systems, to read as follows:***

Section 1303.17 Standalone Irrigation-Only Rainwater Harvesting Systems

1303.17.1. Definitions.

For purposes of this section:

Commercial development means development, construction, or use other than one- or two-family residential use regulated under the International Residential Code.

Rainwater harvesting system means a system or assembly of components used to collect, convey, store, pump, distribute, or use rainwater collected from a roof or other approved collection surface.

Rainwater storage tank means a cistern, barrel, vessel, container, or tank used to store harvested rainwater.

Standalone irrigation-only rainwater harvesting system means a rainwater harvesting system that collects, conveys, stores, and distributes only harvested rainwater for exterior landscape irrigation or other exterior nonpotable irrigation use, and that is not directly or indirectly connected to, supplied by, backed up by, or integrated with any potable water system, public water supply, building plumbing system, indoor plumbing fixture, or potable use. The term does not include a system with a public water supply backup, potable water makeup line, automatic fill valve, hose bibb connection, bypass, or other connection through which potable water may enter, supplement, pressurize, or otherwise interact with the rainwater harvesting system. A property's separate domestic potable water service does not, by itself, disqualify a rainwater harvesting system from this definition, provided the rainwater harvesting system remains physically separate from that potable water service and from any public water supply.

Public water supply backup means any direct or indirect connection, automatic or manual makeup line, fill line, bypass, hose connection, valve, or other arrangement by which water from a public water supply may enter, refill, supplement, pressurize, or otherwise interact with a rainwater harvesting system.

Potable water connection means any direct or indirect connection to a potable water system, including a connection through a pipe, hose, valve, automatic fill device, bypass, pump, tank, plumbing fixture, irrigation system, or other appurtenance.

Regulated work means work that independently requires a permit, inspection, approval, or compliance review under this Article, another City ordinance, an adopted technical code, state law, or the requirements of an applicable public water supplier.

1303.17.2. Limited plumbing-permit exemption.

Notwithstanding any provision of the International Plumbing Code adopted by the City, a standalone irrigation-only rainwater harvesting system shall not require a City plumbing permit solely because the system collects rainwater from gutters, downspouts, leaders, roof drainage components, or exterior rainwater conveyance piping and stores the collected rainwater in a rainwater storage tank for exterior landscape irrigation, provided that the system satisfies the conditions in section 1303.17.4.

1303.17.3. No City permit required for qualifying rainwater storage tank alone.

A rainwater storage tank used solely as part of a standalone irrigation-only rainwater harvesting system and supported directly on grade shall not, by itself, require a City permit merely because the tank stores harvested rainwater for exterior landscape irrigation, provided the tank capacity is not greater than 5,000 gallons and the ratio of height to diameter or width is not greater than 2:1. This paragraph does not exempt any independently regulated work associated with the tank or system, including a foundation, platform, rack, structural support, enclosure, anchoring system, electrical work, grading, drainage alteration, stormwater discharge, floodplain work, right-of-way work, easement encroachment, public-water connection, building-plumbing connection, or other work requiring a permit, inspection, approval, or code-compliance review under applicable law.

1303.17.4. Conditions for exemption.

To qualify for the exemptions in sections 1303.17.2 and 1303.17.3, the system must satisfy all of the following conditions:

(1) The system must be used solely for exterior landscape irrigation or other exterior nonpotable irrigation use.

(2) The system must not be connected, directly or indirectly, to a potable water system or public water supply.

(3) The system must not include a public water supply backup, potable water makeup line, automatic fill valve, bypass, hose-fed fill connection, or other potable water connection.

(4) The system must not connect to, supply, or serve any indoor plumbing fixture, building plumbing, toilet, urinal, lavatory, sink, shower, hose bibb supplied by building plumbing, mechanical system, process water system, or potable use.

(5) The system must not create an actual or potential cross-connection with a potable water system or public water supply.

(6) The system must not require electrical work unless all required electrical permits and inspections are separately obtained.

(7) The system must not involve grading, filling, excavation, drainage alteration, stormwater discharge, right-of-way work, easement encroachment, floodplain work, or other site work requiring a separate permit or approval unless such permit or approval is separately obtained.

(8) The system must comply with applicable zoning, setback, easement, drainage, nuisance, property-maintenance, floodplain, and right-of-way requirements.

(9) The system must be designed, installed, operated, and maintained so that overflow, discharge, leakage, or drainage does not create a nuisance, erosion condition, adverse drainage impact, mosquito or vector hazard, unsafe condition, or damage to adjacent property or public infrastructure.

(10) The use of harvested rainwater solely for exterior landscape irrigation shall not, by itself, require a City plumbing permit. This section does not waive any independently applicable state licensing requirement or City permit requirement for separate or additional landscape irrigation system work that is not part of the exempt standalone irrigation-only rainwater harvesting system.

(11) For commercial development served by a public water supply, the owner or installer must provide documentation that containment backflow protection at the public-water service entrance or meter has been installed, or that the applicable public water supplier has determined that no additional containment backflow protection is required.

1303.17.5. Systems not exempt.

The exemptions in sections 1303.17.2 and 1303.17.3 do not apply to any rainwater harvesting system that:

(1) is connected, directly or indirectly, to a potable water system or public water supply;

(2) includes a public water supply backup, potable water makeup line, automatic fill valve, bypass, hose-fed fill connection, or other potable water connection;

(3) serves, supplies, or connects to building plumbing or indoor plumbing fixtures;

(4) is used for potable purposes;

(5) is used for indoor nonpotable purposes;

(6) includes or creates an actual or potential cross-connection with a potable water system or public water supply;

(7) is required by the applicable public water supplier to obtain backflow prevention, air-gap separation, customer-service inspection, cross-connection control, or other approval, and the owner or installer has not obtained or documented such required approval or protection;

(8) is part of commercial development served by a public water supply and the owner or installer has not provided documentation that containment backflow protection at the public-water service entrance or meter has been installed, or that the applicable public water supplier has determined that no additional containment backflow protection is required;

(9) includes a tank foundation, platform, rack, structural support, enclosure, retaining structure, anchoring system, or other appurtenant construction requiring a building permit, zoning approval, floodplain approval, or other City approval;

(10) includes separate or additional landscape irrigation system work, electrical work, structural work, grading, drainage alteration, excavation, right-of-way work, floodplain work, or other regulated work for which a permit or approval is independently required and has not been separately obtained; or

(11) is determined by the Building Official to present a public health, safety, drainage, structural, cross-connection, public water supply, or code-compliance concern requiring permit review under this Article, an adopted technical code, another City ordinance, state law, or public water supplier requirement.

1303.17.6. Public water supplier requirements preserved.

Nothing in this local amendment limits, waives, supersedes or constitutes a City determination of any requirement of a public water supplier, including requirements related to customer-service inspections, cross-connection control, backflow prevention, air-gap separation, meter protection, public water supply backup, or service agreements. Such requirements may include 30 Texas Administrative Code §§ 290.44(h), 290.44(j), and 290.46(j), and any applicable rules, tariffs, service agreements, specifications, or cross-connection control requirements of the public water supplier, including Dripping Springs Water Supply Corporation where it is the applicable public water supplier.

1303.17.7. State law, other adopted-code requirements, and noncommercial owner responsibility preserved.

Nothing in this local amendment exempts any person from compliance with applicable state law, adopted technical codes, public health requirements, plumbing licensing requirements, irrigation licensing requirements, electrical licensing requirements, backflow prevention requirements, cross-connection control requirements, or any other independently applicable requirement. For noncommercial standalone irrigation-only rainwater harvesting systems, the City does not require proof of notification to the public water supplier as a condition of the plumbing-permit exemption. The owner remains responsible for determining and complying with any applicable public water supplier notification, service agreement, customer-service inspection, cross-connection control, backflow prevention, meter-protection, or other public-water-supplier requirement.

1303.17.8. Later connection or modification prohibited without permit.

A person shall not connect, modify, convert, or operate an exempt standalone irrigation-only rainwater harvesting system in a manner that causes the system to no longer qualify for the exemptions in sections 1303.17.2 and 1303.17.3 unless all required permits, inspections, approvals, and public water supplier authorizations are obtained before the connection, modification, conversion, or operation occurs.

1303.17.9. Building Official authority.

The Building Official may require information reasonably necessary to determine whether a proposed or existing rainwater harvesting system qualifies for the exemptions in sections 1303.17.2 and 1303.17.3, including a site plan, schematic, tank information, overflow routing information, and owner certification. If the Building Official determines that a system does not qualify for the exemption, the Building Official may require all applicable permits, inspections, approvals, and corrective action. For noncommercial systems, any owner certification required by the Building Official shall not require proof of notification to the public water supplier as a condition of the plumbing-permit exemption.

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78602

Submitted By: Shane Pevehouse, Building Official

Council Meeting Date: 7 July, 2026

Agenda Item Wording: **Public hearing, discussion, and possible action to approve an Ordinance amending Chapter 24, Article 24.02 of the Code of Ordinances of the City of Dripping Springs, relating to the 2026 National Electric Code.**

Agenda Item Sponsor:

Summary/Background:

Background:

The National Electric Code is updated every three years. We adopted the 2023 NEC in July of 2024. The State will be adopting the 2026 NEC on September 1st of this year. Electricians and electrical contractors are obligated to install per the State's adopted code, but being on a different code cycle creates issues for designers and installers. In order to align with the State's adopted code, the new NEC should be adopted.

The proposed amendments were selected from a list generated by the North Central Texas Council of Governments (NCTCOG). NCTCOG is a volunteer association with over 230 members from 16 counties, numerous cities, school districts, and special districts. Since 1967, NCTCOG and it's five advisory boards, comprised of public and private code professionals, has continually reviewed the latest editions of the model construction codes and recommended uniform amendments. North Hays County Fire Rescue uses the NCTCGO International Fire Code recommendations, aligning Building Construction and Fire Code amendments in Dripping Springs.

The existing local amendment requires the main service disconnect and emergency disconnects to be on the exterior of the building. Requiring the main service and emergency disconnect on the exterior of the structure makes it easily identifiable and accessible in the event of a fire or other emergency.

Proposal:

Recommend Approval of the 2026 NEC and amendments with an effective date of 1 September, 2026.

Conclusion:

We recommend the City Council's approval of this update.

Commission Recommendations:

Recommended Council Actions: Approval

Attachments: Attachment (a) - NCTCOG proposed amendments with notes on local adoption

Draft Ordinance

Next Steps/Schedule: Send to City Secretary for execution

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2026-__

AN ORDINANCE OF THE CITY OF DRJPPING SPRJNGS, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER 24: BUILDING REGULATIONS: ARTICLE 24.02. TECHNICAL AND CONSTRUCTION CODES AND STANDARDS; DIVISION 4. ELECTRICAL CODE; ADOPTING THE UPDATED NATIONAL ELECTRICAL CODE; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE & MEETING.

WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to promote reasonable, sound, and efficient construction within the City of Dripping Springs ("City"); and

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

WHEREAS, pursuant to Texas Local Government Code Chapter 214, to protect the public health, safety, and welfare, the National Electrical Code was adopted as the municipal electrical construction code in this state; and

WHEREAS, the City Council has determined that the adoption of the updated National Electrical Code standards, with codified local amendments, is necessary to facilitate proper inspection activities by the City relating to building standards within the corporate city limits of the City of Dripping Springs, Texas, in the extraterritorial jurisdiction of Dripping Springs, and for commercial buildings served by City utilities, relating to public safety, health, and general welfare; and

WHEREAS, the City Council seeks to apply up-to-date regulatory systems to projects to the extent reasonably possible and within the confines of the law; and

WHEREAS, City Council recognizes the potential of the proposed amendments to significantly improve and benefit the residents and stakeholders of Dripping Springs without compromising safety standards;

WHEREAS, after public hearing held by the City Council on _____ _____, 2026, the City Council voted to approve the proposed amendment; and

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

1. FINDINGS OF FACT

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

2. ENACTMENT

Chapter 24, Article 24.02 of the Building Regulations of the Dripping Springs Code of Ordinances is hereby amended to read in accordance with *Attachment "A"* and which is attached hereto and incorporated into this Ordinance and the City Code for all intents and purposes. Additions to the Ordinance text are double-underlined and deletions are struck-through.

3. REPEALER

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

Commented [SP1]: The State typically adopts the new NEC on 1 September; I'd like to do the same.

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 _____, 2026, by a vote of ____ (*ayes*) to ____ (*nays*) to ____ (*abstentions*) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Mayor Bill Foulds, Jr.

ATTEST:

_____
Diana Boone, City Secretary

ATTACHMENT "A"

CHAPTER 24: BUILDING REGULATIONS

ARTICLE 24.02. -TECHNICAL AND CONSTRUCTION CODES AND STANDARDS

DIVISION 4. ELECTRICAL CODE

Commented [SP2]: The 2024 ICC adoption has an error - Division 4 appears twice, the NEC is the second appearance. It should be "5" and all following divisions have to increase by one. What's the administrative fix to an approved ordinance?

Sec. 24.02.221 Adopted

The city hereby adopts a certain document, one copy of which is on file in the office of the city secretary, being marked and designated as the 2026 edition of the "National Electrical Code," as may be amended. Such document, as may be amended, is hereby adopted as the electrical code of the city, and as such shall apply to all electrical construction applications, excluding single- and two-family residences (which are covered under the International Building Code). No appendices are adopted. The city council may establish procedures for the administration and enforcement of the electrical code, and may adopt local amendments to the National Electrical Code.

24.02.222 Local Amendments

The following sections, paragraphs, and sentences of the *2023 National Electric Code* are hereby amended as follows: Standard type is text from the IBC. Underlined type is text inserted. ~~Lined through type is deleted text from IBC.~~

(a) ***Article 100; add the following to definitions:***

Formatted: English (United States)

Engineering Supervision. Supervision by a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations as referenced by 22 Texas Administrative Code Sections 137.59 (a) and (b) as acceptable by the AHJ.

(b) ***Article 110.2; change to read as follows:***

110.2 Approval. The conductors and equipment required or permitted by this Code shall be acceptable only if approved. Approval of equipment may be evident by listing and labeling of equipment by a Nationally Recognized Testing Laboratory (NRTL) with a certification mark of that laboratory or a qualified third-party inspection agency or a field evaluation by a field evaluation body accredited by either the International Code Council, International Accreditation Service AC354 or ANSI National Accreditation Board programs and approved by the AHJ.

Exception: Unlisted equipment that is relocated to another location within a jurisdiction or is field modified is subject to the approval by the AHJ. This approval may be by a field evaluation by a NRTL or qualified third-party inspection agency or a field evaluation by a Field Evaluation Body accredited by either the ICC IAS AC354 or ANAB programs and approved by the AHJ.

Informational Note No. 1: See 90.7, Examination of Equipment for Safety, and 110.3, Examination, Identification, Installation, Use, and listing (Product Certification) of Equipment.
Informational Note No. 2: See Article 100 for the definition of Approved, Identified, Labeled, and Listed.

Informational Note No. 3: Manufacturer's self-certification of equipment may not necessarily comply with U.S. product safety standards as certified by an NRTL.

Informational Note No. 4: National Fire Protection Association (NFPA) 790 and 791 provide an example of an approved method for qualifying a third-party inspection agency.

(c) ***Article 110.12; change to read as follows:***

110.12 Mechanical Execution of Work. The installation and servicing of electrical equipment and all associated wiring shall be ~~installed~~ performed by qualified persons in a professional and skillful manner.

(d) ***Article110.12(B); add the following to:***

(B) Integrity of Electrical Equipment and Connections. Internal parts of electrical equipment, including busbars, wiring terminals, insulators, and other surfaces, shall not be damaged or contaminated by foreign materials such as paint, plaster, cleaners, abrasives, corrosive residues or influences, fire, products of combustion, or water. There shall be no damaged parts that may adversely affect safe operation or mechanical strength of the equipment such as parts that are broken; bent; cut; or deteriorated by corrosion, chemical action, or overheating. Except where prohibited elsewhere in this Code, equipment shall be specifically evaluated by its manufacturer or a qualified testing laboratory prior to being returned to service.

Informational Note No. 1: See NEMA GD 1-2019, Evaluating Water-Damaged Electrical Equipment, for information on electrical equipment and wiring methods damaged by water.

Informational Note No. 2: See NEMA GD 2-2021, Evaluating Fire- and Heat-Damaged Electrical Equipment, for information on electrical equipment and wiring methods damaged by fire or heat.

(e) ***110.26(C)(1); change the following to read as follows:***

(1) Minimum Required. At least one entrance of sufficient area shall be provided to give access to and egress from working space about electrical equipment. The pathway shall be continuous and unobstructed from the required working space for a minimum of 7.6 m (25 ft). *(REASON FOR CHANGE: To add clarity and provide more positive options for enforcement)*

(f) ***Article 120.8; add the following:***

120.8 Load Calculation. A load calculation shall be provided to the AHJ upon request when modifications to the electrical installation occurs.

(g) ***Article 210.52(C)(1) Exception; change to read as follows:***

(C) Countertops and Work Surfaces. In kitchens, pantries, breakfast rooms, dining rooms, and similar areas of dwelling units, receptacle outlets for countertop and work surfaces that are 300 mm (12 in.) or wider shall be installed in accordance with 210.52(C)(1) with through (C)(3) and shall not be considered as the receptacle outlets required by **210.52(A)**.

For the purposes of this section, where using multioutlet assemblies, each 300 mm (12 in.) of multioutlet assembly containing two or more receptacles installed in individual or continuous lengths shall be considered to be one receptacle outlet.

(1) Wall Spaces. Receptacle outlets shall be installed so that no point along the wall line is more than 600 mm (24 in.) measured horizontally from a receptacle outlet in that space. The location of the receptacles shall be in accordance with 210.52(C)(3).

Exception ~~No. 1:~~ Receptacle outlets shall not be required directly behind a range, countermounted cooking unit, or sink in the installation described in Figure 210.52(C)(1).

~~*Exception No. 2: Where a required receptacle outlet cannot be installed in the wall areas shown in Figure 210.52(C)(1), the receptacle outlet shall be permitted to be installed as close as practicable to the countertop area to be served. The total number of receptacle outlets serving the countertop shall not be less than the number needed to satisfy 210.52(C)(1). These outlets shall be located in accordance with 210.52(C)(3).*~~

(h) Article 230 Services, Part VI. Service Equipment Disconnecting Means 230.70(A)(1) Readily Accessible Location change to read as follows:

230.70(A)(1) Readily Accessible Location. The service disconnecting means shall be installed at a readily accessible location ~~either~~ outside of the building ~~or structure or inside the nearest point of entrance of the service conductors~~.

(~~i~~i) ***Article 230 Services, Part VI. Service Equipment Disconnecting Means 230.85 Emergency Disconnects change to read as follows:***

230.85 Emergency Disconnects. ~~For one- and two-family dwelling units, an~~ An emergency disconnect means shall be installed at a readily accessible location outside of the building.

(j) ***Article 230.70(E) Exception; change to read as follows:***

Exception: If existing service equipment, installed in compliance with previous editions of this Code, and only meter sockets, service entrance conductors, or related raceways and fittings are replaced,

the requirements of 230.70(A)(1) and 230.70(A)(2) shall not apply.

(k) ***Article 408.4; change to read as follows:***

(A) Circuit Directory or Circuit Description. Every circuit and circuit modification shall be provided with a legible and permanent description that complies with all of the following conditions as applicable:

(1) Located at each switch or circuit breaker in a switchboard or switchgear
(2) Included in a circuit directory that is located on the face of, inside of, or in an approved location and permanently affixed to the panel door in the case of a panelboard
(3) Clear, evident, and specific to the purpose or use of each circuit including spare positions with an unused overcurrent device
(4) Described with a degree of detail and clarity that is unlikely to result in confusion between circuits
(5) Not dependent on transient conditions of occupancy
(6) Clear in explaining abbreviations and symbols when used

(l) ***Article 410.118; change to read as follows:***

410.118 Access to other boxes. Luminaires recessed in the ceilings, floors, or walls shall not be used to access outlet, pull, or junction boxes or conduit bodies, unless the box or conduit body is an integral part of the listed luminaire.

Exception: removable luminaires with a minimum measurement of 22 in. X 22 in. shall be permitted to be used as access to outlet, pull, junction boxes or conduit bodies.

(m) ***Article 505.7 (A); change to read as follows:***

(A) Implementation of Zone Classification System. Classification of areas, engineering and design, selection of equipment and wiring methods, and an onsite assessment of the installation, and inspection shall be performed by qualified licensed professional engineer in the State of Texas engaged primarily in the design or maintenance of electrical installations as referenced in 22 *Texas Administrative Code* Sections 137.59(a) and (b) as acceptable by the AHJ ~~persons~~.

(n) ***Article 600.4(B); change to read as follows:***

(B) Visibility. Listing labels and markings that identify the input voltage and current rating shall be visible after installation and be permanently applied in a location visible prior to servicing. The marking shall be permitted in a location not viewed by the public.

A Class 2 field wired sign shall have the listing label permanently applied on the power supply enclosure.

(o) ***Article 695.7(A)(1); change to read as follows:***

(1) Services and On-Site Power Production Facilities. Service conductors and conductors supplied by on-site power production facilities shall be physically routed outside a building(s) and shall be installed as service-entrance conductors in accordance with 230.9 and Article 230 Parts III and IV. Where supply conductors cannot be physically routed outside of buildings, the conductors shall be permitted to be routed through the building(s) where installed in accordance with 695.7(A)(2)(d)(1) or 695.7(A)(2)(d)(2).

Exception: The supply conductors within the fire pump room shall not be required to meet 695.7(A)(2)(d)(2).

(p) ***Article 700.4(A); change to read as follows:***

(A) Commissioning Witness Test. The authority having jurisdiction shall conduct or witness the commissioning in person, remotely or through documentation acceptable to the AHJ of the completed system upon installation and periodically afterward.

(q) ***Article 701.4(A); change to read as follows:***

(A) Commissioning Witness Test. The authority having jurisdiction shall conduct or witness the commissioning in person, remotely or through documentation acceptable to the AHJ of the completed system upon installation.

(r) ***Article 705.8; change to read as follows:***

705.8 System Installation. Installation of one or more electrical power production sources operating in parallel with a primary source(s) of electricity shall be performed only by qualified persons. During the installation there shall be on site one of the following:

(1) A person holding a Master Electrician License issued by the Texas Department of Licensing and Regulation.

(2) A person holding a Journeyman Electrician License issued by the Texas Department of Licensing and Regulation.

(s) ***Article 705.80; change to read as follows:***

705.80 Power Source Capacity. For interconnected power production sources that operate in island mode, capacity shall be calculated using the sum of all power source output maximum currents for the connected power production source. Solar photovoltaic (PV) and wind systems shall not be included in the sum capacity.

(t) ***Article 706.7(A); change to read as follows:***

(A) Commissioning. ESS's shall be commissioned upon installation in accordance with manufacturer's instructions. The commissioning report, which shall include the operational controls

and safety systems, shall be provided upon request of the AHJ. Unless required elsewhere in this code, the AHJ shall not be required to conduct or witness the commissioning of the ESS.

(u) ***Article 706.15(B); change to read as follows:***

(B) Location and Control. The disconnecting means shall be readily accessible and comply with one or more of the following:

(1) Be located within the ESS

(2) Be located and visible and within 3 m (10 ft) from the ESS
Informational Note: See Article 100 and 90.4(C) for information on special permission

(3) Be lockable open in accordance with 110.25, or the enclosure providing access to the disconnecting means be capable of being locked closed.

Where controls to activate the disconnecting means of an ESS are used and are not located within sight of the ESS, the disconnecting means shall be lockable in accordance with 110.25, and the location of the controls shall be marked on the disconnecting means.

Where the equipment contains a door assembly, the disconnecting means shall be located outside and within sight of the ESS.

For one- and two-family dwellings, an ESS shall include an emergency shutdown function to cease the export of power from the ESS to premises wiring of other systems. An initiation device(s) shall be located at a readily accessible location outside the building and shall plainly indicate whether in the "off" or "on" position. The "off" position of the device(s) shall perform the ESS emergency shutdown function.

(v) ***Article 708.6; change to read as follows:***

Conduct or Witness Test. The authority having jurisdiction shall conduct or witness a test in person, remotely or through documentation acceptable to the AHJ of the completed system upon installation and periodically afterward.

Secs. 24.02.223–24.02.260 Reserved

North Central Texas Council of Governments

Recommended Amendments to the
2026 National Electrical Code
North Central Texas Council of Governments

The following articles, paragraphs, and sentences of the *2026 National Electrical Code (NEC)* are hereby amended as follows: Standard type is text from the NEC. Underlined type is text inserted. ~~Lined through type is deleted text from NEC.~~ A double asterisk (**) at the beginning of an article identifies an amendment carried over from the 2023 edition of the code and a triple asterisk (***) identifies a new or revised amendment with the 2026 code.

***Article 100; add the following to definitions:**

Engineering Supervision. Supervision by a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations as referenced by 22 Texas Administrative Code Sections 137.59 (a) and (b) as acceptable by the AHJ.

(REASON FOR CHANGE: To better define the qualifications for engineering supervision. This term is used 169 times in the 2026 National Electrical Code*.)*

***Article 110.2; change to read as follows:**

110.2 Approval. The conductors and equipment required or permitted by this Code shall be acceptable only if approved. Approval of equipment may be evident by listing and labeling of equipment by a Nationally Recognized Testing Laboratory (NRTL) with a certification mark of that laboratory or a qualified third-party inspection agency or a field evaluation by a field evaluation body accredited by either the International Code Council, International Accreditation Service AC354 or ANSI National Accreditation Board programs and approved by the AHJ.

Exception: Unlisted equipment that is relocated to another location within a jurisdiction or is field modified is subject to the approval by the AHJ. This approval may be by a field evaluation by a NRTL or qualified third-party inspection agency or a field evaluation by a Field Evaluation Body accredited by either the ICC IAS AC354 or ANAB programs and approved by the AHJ.

Informational Note No. 1: See 90.7, Examination of Equipment for Safety, and 110.3, Examination, Identification, Installation, Use, and listing (Product Certification) of Equipment.

Informational Note No. 2: See Article 100 for the definition of Approved, Identified, Labeled, and Listed.

Informational Note No. 3: Manufacturer's self-certification of equipment may not necessarily comply with U.S. product safety standards as certified by an NRTL.

Informational Note No. 4: National Fire Protection Association (NFPA) 790 and 791 provide an example of an approved method for qualifying a third-party inspection agency.

(REASON FOR CHANGE: To add clarity and provide more positive options for enforcement and approval of unlisted equipment.)

***Article 110.12; change to read as follows:**

110.12 Mechanical Execution of Work. The installation and servicing of electrical equipment and all associated wiring shall be ~~installed~~ performed by qualified persons in a professional and skillful manner.

(REASON FOR CHANGE: To add clarity and provide more positive options for enforcement.)

***Article110.12(B); add the following to:**

(B) Integrity of Electrical Equipment and Connections. Internal parts of electrical equipment, including busbars, wiring terminals, insulators, and other surfaces, shall not be damaged or contaminated by foreign materials such as paint, plaster, cleaners, abrasives, corrosive residues or influences, fire, products of combustion, or water. There shall be no damaged parts that may adversely affect safe operation or mechanical strength of the equipment such as parts that are broken; bent; cut; or deteriorated by corrosion, chemical action, or overheating. Except where prohibited elsewhere in this Code, equipment shall be specifically evaluated by its manufacturer or a qualified testing laboratory prior to being returned to service.

Informational Note No. 1: See NEMA GD 1-2019, Evaluating Water-Damaged Electrical Equipment, for information on electrical equipment and wiring methods damaged by water.

Informational Note No. 2: See NEMA GD 2-2021, Evaluating Fire- and Heat-Damaged Electrical Equipment, for information on electrical equipment and wiring methods damaged by fire or heat.

(REASON FOR CHANGE: To better define a Plan of Action for equipment that is compromised prior to restoring to service)

***110.26(C)(1); change the following to read as follows:**

(1) Minimum Required. At least one entrance of sufficient area shall be provided to give access to and egress from working space about electrical equipment. The pathway shall be continuous and unobstructed from the required working space for a minimum of 7.6 m (25 ft).

(REASON FOR CHANGE: To add clarity and provide more positive options for enforcement)

*****Article 120.8; add the following:**

120.8 Load Calculation. A load calculation shall be provided to the AHJ upon request when modifications to the electrical installation occurs.

(REASON FOR CHANGE: To provide a positive option to verify compliance with this code.)

*****Article 210.52(C)(1) Exception; change to read as follows:***

(C) Countertops and Work Surfaces. In kitchens, pantries, breakfast rooms, dining rooms, and similar areas of dwelling units, receptacle outlets for countertop and work surfaces that are 300 mm (12 in.) or wider shall be installed in accordance with 210.52(C)(1) with through (C)(3) and shall not be considered as the receptacle outlets required by **210.52(A)**.

For the purposes of this section, where using multioutlet assemblies, each 300 mm (12 in.) of multioutlet assembly containing two or more receptacles installed in individual or continuous lengths shall be considered to be one receptacle outlet.

(1) Wall Spaces. Receptacle outlets shall be installed so that no point along the wall line is more than 600 mm (24 in.) measured horizontally from a receptacle outlet in that space. The location of the receptacles shall be in accordance with 210.52(C)(3).

Exception ~~No. 1:~~ Receptacle outlets shall not be required directly behind a range, counter-mounted cooking unit, or sink in the installation described in Figure 210.52(C)(1).

~~*Exception No. 2: Where a required receptacle outlet cannot be installed in the wall areas shown in Figure 210.52(C)(1), the receptacle outlet shall be permitted to be installed as close as practicable to the countertop area to be served. The total number of receptacle outlets serving the countertop shall not be less than the number needed to satisfy 210.52(C)(1). These outlets shall be located in accordance with 210.52(C)(3).*~~

(REASON FOR CHANGE: Elimination of receptacles in an area with a concept window wall configuration over the countertop is not the only option as there are devices available for a compliant installation)

******Article 210.52(C)(2): change to read as follows:***

(2) Island and Peninsular Countertops and Work Surfaces. If provided to serve an island or peninsular countertop or work surface, receptacle outlets shall be installed in accordance with 210.52(C)(3) and 210.52(C)(4). If a receptacle outlet is not provided to serve an island or peninsular countertop or work surface, a small appliance branch circuit in an approved wiring

method shall be installed to a listed outlet box in the peninsular or island cabinet at an accessible location ~~electrical provisions shall be provided at the island or peninsula~~ for future addition of a receptacle outlet to serve the island or peninsular countertop or work surface.

(REASON FOR CHANGE: To clarify what the provisions are for positive options for enforcement and approval)

******Article 230.70(E) Exception; change to read as follows:***

Exception: If existing service equipment, installed in compliance with previous editions of this Code, and only meter sockets, service entrance conductors, or related raceways and fittings are replaced, the requirements of 230.70(A)(1) and 230.70(A)(2) shall not apply.

(REASON FOR CHANGE: The language that exists was amended in the 2023 NEC. It was moved to its new section in the 2026 NEC.)

******Article 250.50; change to read as follows:***

Grounding Electrode System. All grounding electrodes as described in 250.52(A)(1) through 250.52(A)(7) that are present at each building or structure served shall be bonded together to form the grounding electrode system. If none of these grounding electrodes exist, one or more of the grounding electrodes specified in 250.52(A)(4) through 250.52(A)(8) shall be installed and used. If the concrete encased electrode as required by 250.52(A)(3) is covered during construction prior to an inspection, one of the following shall be required:

(1) A ground ring installed in accordance with 250.52(A)(4).

(2) Under engineering supervision, a point of connection to the concrete encased electrode shall be detailed.

(REASON FOR CHANGE: To provide uniform enforcement across North Texas for the ease of the contractor in the event an electrode is covered.)

*****Article 408.4; change to read as follows:***

(A) Circuit Directory or Circuit Description. Every circuit and circuit modification shall be provided with a legible and permanent description that complies with all of the following conditions as applicable:

(1) Located at each switch or circuit breaker in a switchboard or switchgear
(2) Included in a circuit directory that is located on the face of, inside of, or in an approved location and permanently affixed to the panel door in the case of a panelboard
(3) Clear, evident, and specific to the purpose or use of each circuit including spare positions with an unused overcurrent device
(4) Described with a degree of detail and clarity that is unlikely to result in confusion between circuits
(5) Not dependent on transient conditions of occupancy
(6) Clear in explaining abbreviations and symbols when used

(REASON FOR CHANGE: To add clarity and provide more positive options for enforcement and approval)

***Article 410.118; change to read as follows:**

410.118 Access to other boxes. Luminaires recessed in the ceilings, floors, or walls shall not be used to access outlet, pull, or junction boxes or conduit bodies, unless the box or conduit body is an integral part of the listed luminaire.

Exception: removable luminaires with a minimum measurement of 22 in. X 22 in. shall be permitted to be used as access to outlet, pull, junction boxes or conduit bodies.

(REASON FOR CHANGE: To add clarity and provide more positive options for enforcement and approval. This will allow access to boxes not integral with the luminaire. This measurement aligns with the limited access above a lay-in ceiling measurement in 110.26(A)(4).

~~***Article 422.31(B); change to read as follows***~~

~~**(B) Appliances Rated Over 300 Volt-Amperes.** For permanently connected appliances rated over 300 volt-amperes, the branch-circuit switch or circuit breaker shall be permitted to serve as the disconnecting means where the switch or circuit breaker is within sight from and is readily accessible to the appliance it serves or is capable of being locked in the open position in accordance with 110.25 and is readily accessible to the appliance it serves.~~

~~Informational Note No. 1: For appliances employing unit switches, see 422.34.~~

~~Informational Note No. 2: The following means of access are considered to constitute readily accessible for this code change when conforming to the additional access requirement of the I-Codes:~~
~~(1) A permanent stair.~~
~~(2) A pull-down stair with a minimum 300 lb. (136kg) capacity.~~
~~(3) An access door from an upper floor level.~~

(REASON FOR CHANGE: The language of this article was revised in the 2026 NEC. Enforcement of its requirements may be handled through other sections. It can be deleted.)

***Article 500.8(A)(3); change to read as follows:**

(A) Suitability. Suitability of identified equipment tested and investigated for use as defined in this article shall be determined by one of the following:

(1) Equipment listing or labeling
(2) Evidence of equipment evaluation from a qualified laboratory or inspection agency concerned with product evaluation
~~(3) Evidence acceptable to the authority having jurisdiction such as a manufacturer's self-evaluation~~

(REASON FOR CHANGE: Recommend for added clarity and to provide more positive options for enforcement..)

***Article 505.7 (A); change to read as follows:**

(A) Implementation of Zone Classification System. Classification of areas, engineering and design, selection of equipment and wiring methods, and an onsite assessment of the installation, and inspection shall be performed by qualified licensed professional engineer in the State of Texas engaged primarily in the design or maintenance of electrical installations as referenced in 22 *Texas Administrative Code* Sections 137.59(a) and (b) as acceptable by the AHJ ~~persons~~.

(REASON FOR CHANGE: Recommend for added clarity, positive enforcement options, and legal corrections.)

***Article 600.4(B); change to read as follows:**

(B) Visibility. Listing labels and markings that identify the input voltage and current rating shall be visible after installation and be permanently applied in a location visible prior to servicing. The marking shall be permitted in a location not viewed by the public.

A Class 2 field wired sign shall have the listing label permanently applied on the power supply enclosure.

(REASON FOR CHANGE: To provide a positive option to verify compliance with this code and UL 48, Standard for Electric Signs.)

***Article 695.7(A)(1); change to read as follows:**

(1) Services and On-Site Power Production Facilities. Service conductors and conductors supplied by on-site power production facilities shall be physically routed outside a building(s) and shall be installed as service-entrance conductors in accordance with 230.9 and Article 230 Parts III and IV. Where supply conductors cannot be physically routed outside of buildings, the conductors shall be permitted to be routed through the building(s) where installed in accordance with 695.7(A)(2)(d)(1) or 695.7(A)(2)(d)(2).

Exception: The supply conductors within the fire pump room shall not be required to meet 695.7(A)(2)(d)(2).

(REASON FOR CHANGE: To add clarity and provide more positive options for enforcement and approval. All Fire Pump rooms are not Fire Rated ~~as~~ on all 4 sides. There are Fault Currents that could exceed 150,000-190,000 amps and protection of these Service Conductors is essential and conflict with other codes, specifically 230.70(A)(1).)

***Article 700.4(A); change to read as follows:**

(A) Commissioning Witness Test. The authority having jurisdiction shall conduct or witness the commissioning in person, remotely or through documentation acceptable to the AHJ of the completed system upon installation and periodically afterward.

(REASON FOR CHANGE: To add additional paths for compliance that will ease scheduling on the contractor and field inspection staff.)

***Article 701.4(A); change to read as follows:**

(A) Commissioning Witness Test. The authority having jurisdiction shall conduct or witness the commissioning in person, remotely or through documentation acceptable to the AHJ of the completed system upon installation.

(REASON FOR CHANGE: To add additional paths for compliance that will ease scheduling on the contractor and field inspection staff.)

Article 705.8; change to read as follows:

705.8 System Installation. Installation of one or more electrical power production sources operating in parallel with a primary source(s) of electricity shall be performed only by qualified persons. During the installation there shall be on site one of the following:

(1) A person holding a Master Electrician License issued by the Texas Department of Licensing and Regulation.

(2) A person holding a Journeyman Electrician License issued by the Texas Department of Licensing and Regulation.

(REASON FOR CHANGE: These are specialized systems as evidenced by the Code, which contain installation requirements from chapter 6, Specific Equipment and chapter 7 Specific Conditions.)

***Article 705.11(C)(1); change to read as follows:**

Power Source Connections in Buildings. Power source service conductors located within buildings and connected to existing service conductors or equipment shall be terminated in a disconnect located in accordance with 230.70(A)(1) and protected in accordance with 230.91. ~~one of the following methods:~~

~~(1) In dwelling units, with an OCPD located within 3 m (10 ft) of conductor length from the point of connection~~

~~(2) In other than dwelling units, with an OCPD located within 5 m (16.5 ft) of conductor length from the point of connection~~

~~(3) Under engineering supervision for services not over 1000 volts ac, nominal, in other than dwelling units in accordance with the following:~~

~~(a) With one cable limiter per ungrounded conductor, located within switchgear or similar enclosures, and within 5 m (16.5) of conductor length from the point of connection~~

~~(b) With an OCPD located within 20 m (66 ft) of conductor length from the point of connection~~

(REASON FOR CHANGE: Code language as written creates a life safety hazard.)

*****Article 705.80; change to read as follows:***

705.80 Power Source Capacity. For interconnected power production sources that operate in island mode, capacity shall be calculated using the sum of all power source output maximum currents for the connected power production source. Solar photovoltaic (PV) and wind systems shall not be included in the sum capacity.

(REASON FOR CHANGE: To keep unreliable production sources out of the calculation as 705 creates conflicts with all standby systems.)

******Article 706.7(A); change to read as follows:***

(A) Commissioning. ESS's shall be commissioned upon installation in accordance with manufacturer's instructions. The commissioning report, which shall include the operational controls and safety systems, shall be provided upon request of the AHJ. Unless required elsewhere in this code, the AHJ shall not be required to conduct or witness the commissioning of the ESS.

(REASON FOR CHANGE: To add additional paths for compliance that will ease scheduling on the contractor and field inspection staff.)

******Article 706.15(B); change to read as follows:***

(B) Location and Control. The disconnecting means shall be readily accessible and comply with one or more of the following:

(1) Be located within the ESS

(2) Be located and visible and within 3 m (10 ft) from the ESS
Informational Note: See Article 100 and 90.4(C) for information on special permission

(3) Be lockable open in accordance with 110.25, or the enclosure providing access to the disconnecting means be capable of being locked closed.

Where controls to activate the disconnecting means of an ESS are used and are not located within sight of the ESS, the disconnecting means shall be lockable in accordance with 110.25, and the location of the controls shall be marked on the disconnecting means.

Where the equipment contains a door assembly, the disconnecting means shall be located outside and within sight of the ESS.

For one- and two-family dwellings, an ESS shall include an emergency shutdown function to cease the export of power from the ESS to premises wiring of other systems. An initiation device(s) shall be located at a readily accessible location outside the building and shall plainly indicate whether in the "off" or "on" position. The "off" position of the device(s) shall perform the ESS emergency shutdown function.

(REASON FOR CHANGE: To provide an appropriate level of protection for pre-assembled walk in ESS units. These systems have led to serious injury when entering by first responders.)

******Article 708.6; change to read as follows:***

Conduct or Witness Test. The authority having jurisdiction shall conduct or witness a test in person, remotely or through documentation acceptable to the AHJ of the completed system upon installation and periodically afterward.

(REASON FOR CHANGE: To add additional paths for compliance that will ease scheduling on the contractor and field inspection staff.)

END

Analysis of Proposed 2026 NEC Regional Amendments

North Central Texas Council of Governments (NCTCOG)

Benefits, Costs, and Impacts for Builders and Electricians

Purpose: This document provides a concise, practical analysis of each recommended amendment to the 2026 National Electrical Code (NEC) as proposed by the North Central Texas Council of Governments (Final Draft May 2025). The analysis focuses on real-world implications for builders, electricians, general contractors, and developers working in jurisdictions that may adopt these or similar amendments. Many amendments aim to add clarity, provide additional compliance pathways (field evaluations, engineering supervision, remote witnessing, documentation acceptance), address Texas-specific licensing requirements, and resolve conflicts with modern construction practices or other codes (e.g., I-Codes, high fault current scenarios).

Overall Assessment: Most amendments have low-to-moderate cost impact and are net positive for the construction community. They reduce ambiguity that often leads to rework or delays, offer more flexible approval options than the base 2026 NEC, and enhance safety for emerging technologies (Energy Storage Systems, interconnected power production). Key themes include: (1) greater reliance on Texas-licensed Professional Engineers and TDLR-licensed electricians for specialized/high-risk work; (2) explicit acceptance of third-party evaluations and manufacturer self-evaluations in certain contexts; (3) practical accommodations for popular residential designs (window walls, islands/peninsulas); and (4) stronger first-responder safety provisions for walk-in ESS units. Jurisdictions outside the core NCTCOG area (such as Hays County/Dripping Springs) may find these useful as model language when developing local amendments for the 2026 NEC adoption cycle.

Note on Adoption: *Dripping Springs is currently transitioning to the 2024 International Residential Code (effective July 1, 2026). These 2026 NEC amendments are presented for informational and comparative purposes as the City evaluates electrical code updates. Adoption of any or all is at local discretion.*

Article 100 – Definitions: Engineering Supervision (New Amendment ***)

Proposed Change: Adds a formal definition of “Engineering Supervision” as supervision by a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations (referencing 22 Texas Administrative Code Sections 137.59(a) and (b)). The term appears 169 times in the 2026 NEC.

Benefit: Provides clear, enforceable qualification standard for when “engineering supervision” is invoked throughout the Code. Improves consistency across AHJs in North Texas and ensures only appropriately licensed Texas PEs perform this critical oversight role. Enhances public safety by tying the term to state licensing law.

Cost Impact: Low. Rarely adds direct cost unless a project specifically triggers engineering supervision requirements (e.g., certain hazardous locations, complex grounding, or large services). When needed, it formalizes existing best practice of involving a PE.

Impact on Builders/Electricians: Electricians and contractors gain a clear definition they can cite when plans call for engineering supervision. Reduces disputes with inspectors over who qualifies. May slightly increase use of PE review on borderline projects but provides a defensible, uniform standard. Positive for plan reviewers and AHJs seeking consistent enforcement.

Article 110.2 – Approval (Revised ***)

Proposed Change: Expands acceptable methods for approving conductors and equipment beyond traditional NRTL listing/labeling. Explicitly allows qualified third-party inspection agencies, field evaluations by bodies accredited by ICC IAS AC354 or ANAB, and (for relocated or field-modified

unlisted equipment) AHJ-approved field evaluation. Adds Informational Notes on self-certification limitations and NFPA 790/791 for qualifying third-party agencies.

Benefit: Gives AHJs and contractors additional legitimate pathways to approve equipment that is not (or cannot be) listed—common with custom, relocated, or legacy equipment. Reduces "all-or-nothing" rejections while maintaining safety through accredited evaluation bodies. Aligns with modern enforcement realities and supports reuse/relocation of equipment within a jurisdiction.

Cost Impact: Low to Moderate. Field evaluations by accredited bodies or NRTLs have a fee (typically project-specific). However, this amendment often prevents more expensive alternatives such as full equipment replacement or project delays. Self-evaluation option (with AHJ acceptance) can be very low cost when appropriate.

Impact on Builders/Electricians: Electricians and builders benefit from more options when dealing with unlisted or modified gear. Encourages early coordination with AHJ on approval strategy. Reduces risk of costly change orders late in construction. Plan reviewers gain clearer guidance on what documentation is acceptable. Overall, a practical, contractor-friendly improvement over rigid base NEC language.

Article 110.12 – Mechanical Execution of Work (Revised ***)

Proposed Change: Changes wording from "shall be installed" to "shall be installed and serviced by qualified persons in a professional and skillful manner." Strengthens emphasis on workmanship and qualification.

Benefit: Reinforces that electrical work must be performed by qualified persons to a professional standard. Provides AHJs stronger language for addressing poor workmanship without relying solely on "neat and workmanlike." Supports consistent enforcement across the region.

Cost Impact: Negligible direct cost. This is primarily an enforcement/clarity tool. It does not mandate new materials or testing—only that work meet a professional standard already expected of licensed electricians.

Impact on Builders/Electricians: Licensed electricians already operating to professional standards see little change. Helps level the playing field by giving inspectors clearer authority to require rework on substandard installations. May reduce callbacks and warranty issues long-term. Positive for quality-focused contractors.

Article 110.12(B) – Integrity of Electrical Equipment and Connections (New ***)

Proposed Change: Adds requirement that equipment compromised by paint, plaster, cleaners, abrasives, corrosion, fire, water, etc., shall be specifically evaluated by its manufacturer or a qualified testing laboratory prior to being returned to service. References NEMA GD 1-2019 (water-damaged) and GD 2-2021 (fire/heat-damaged) guides.

Benefit: Establishes a clear, documented "Plan of Action" before compromised equipment is re-energized. Protects workers and occupants by preventing use of damaged gear that may have hidden safety defects. References widely accepted NEMA evaluation guides.

Cost Impact: Low to Moderate on affected projects. Evaluation by manufacturer or qualified lab adds cost and time (shipping, testing fees, possible replacement). However, this prevents far more expensive failures, fires, or liability later. Most projects never trigger this; it applies when damage occurs.

Impact on Builders/Electricians: Electricians must now document evaluation (or replacement) of water/fire-damaged equipment before re-energizing. Creates a paper trail that protects both the contractor and the AHJ. Encourages better jobsite protection of equipment during construction. May require coordination with manufacturers—build this into project schedules for high-risk trades.

110.26(C)(1) – Working Space: Minimum Required Egress Pathway (Revised ***)

Proposed Change: Requires that the required working space around electrical equipment have a continuous, unobstructed egress pathway of at least 7.6 m (25 ft) from the equipment.

Benefit: Improves first responder and maintenance access/safety by ensuring a clear, adequately long exit path from energized equipment working space. Prevents common jobsite situations where equipment is boxed in by stored materials, partitions, or other obstructions shortly after installation.

Cost Impact: Low. Primarily a layout and housekeeping issue during and after construction. May require minor adjustments to equipment placement or storage plans in tight mechanical/electrical rooms. No new materials required in most cases.

Impact on Builders/Electricians: Electricians and builders must plan equipment locations and maintain clear egress paths of 25 ft during construction and final fit-out. Simple to implement with good coordination between trades. Reduces future service/maintenance complaints and improves safety. Easy win for AHJ enforcement.

Article 120.8 – Load Calculation (New ***)

Proposed Change: Requires that a load calculation be provided to the AHJ upon request whenever modifications to an electrical installation occur.

Benefit: Gives AHJs a practical tool to verify compliance on renovations, additions, or system modifications without mandating submission on every permit. Supports data-driven enforcement while keeping routine projects moving.

Cost Impact: Low. Most electricians already perform load calculations for proper sizing. The amendment only requires providing it when the AHJ asks—typically on larger or questionable modifications. Minimal added administrative burden.

Impact on Builders/Electricians: Electricians should retain load calc documentation as standard practice. On request, provide it promptly to avoid delays. Encourages better record-keeping. For builders, this is transparent and rarely slows well-documented projects. Strengthens AHJ's ability to catch undersized services/feeders early.

Article 210.52(C)(1) Exception – Countertop Receptacles & Window Wall Configurations (Revised **)

Proposed Change: Adds Exception No. 2 allowing required countertop receptacles to be installed "as close as practicable" to the countertop area when a concept window wall configuration prevents installation in the wall areas shown in Figure 210.52(C)(1). Total number of receptacles serving the countertop must still meet the base requirement; outlets located per 210.52(C)(3).

Benefit: Recognizes modern architectural trends (large window walls over countertops/kitchen islands) that make traditional wall receptacle placement impossible or undesirable. Provides a compliant, practical alternative instead of forcing non-aesthetic or non-functional solutions. Maintains the required number of outlets for user convenience and safety.

Cost Impact: Negligible to Low. May require use of different receptacle types or locations (e.g., side walls, cabinet faces, or listed multioutlet assemblies) but no exotic materials. Avoids costly redesigns or code variances.

Impact on Builders/Electricians: Builders and electricians gain a clear path for popular open-concept and window-wall designs common in Texas new construction. Reduces plan review back-and-forth and field change orders. Electricians must still ensure spacing and placement meet 210.52(C)(3) and that total count is maintained. Positive, practical amendment that aligns code with current residential design trends.

Article 210.52(C)(2) – Island & Peninsular Countertops (Revised ***)

Proposed Change: If a receptacle outlet is not provided to serve an island or peninsular countertop/work surface, electrical provisions (small appliance branch circuit to a listed outlet box in the cabinet at an accessible location) shall be provided for future addition of a receptacle outlet.

Benefit: Future-proofs island and peninsula installations so homeowners can easily add a receptacle later without major demolition or new circuits. Balances the desire for clean aesthetics (no visible receptacle on island) with long-term usability and code compliance. Clarifies exactly what “provisions” means.

Cost Impact: Low. Running an additional small appliance circuit to a junction box inside the island cabinet during rough-in is inexpensive when done at the same time as other wiring. Avoids much higher cost of adding it after cabinets and finishes are installed.

Impact on Builders/Electricians: Electricians should include the provision circuit and box as standard practice on island/peninsula work. Document it clearly for final inspection. Builders benefit because it satisfies code while allowing the “no receptacle on island” look many clients want. Easy to implement; prevents future service calls and homeowner frustration. Good example of code adapting to real-world preferences.

Article 230.70(E) Exception – Service Equipment Replacement (Revised **)

Proposed Change: Clarifies that when only meter sockets, service entrance conductors, or related raceways/fittings are replaced on existing service equipment that complied with prior code editions, the requirements of 230.70(A)(1) and (A)(2) (service disconnect location and grouping) do not apply. Notes that language was moved in the 2026 NEC.

Benefit: Prevents unnecessary and costly full service upgrades when only the meter or entrance conductors are being replaced on older but code-compliant installations. Provides clear grandfathering language that supports practical maintenance and repair work.

Cost Impact: Cost savings. Avoids triggering full service relocation or upgrade costs (often $5k–$15k+) on simple meter/entrance conductor replacement jobs. Lowers barrier to needed maintenance on aging housing stock.

Impact on Builders/Electricians: Electricians can perform targeted service repairs/replacements without being forced into full modernization projects. Reduces homeowner resistance to necessary work due to cost. AHJs gain clear, uniform rule across North Texas. Supports affordable housing maintenance and reduces deferred maintenance. Highly practical amendment.

Article 250.50 – Grounding Electrode System (Revised ***)

Proposed Change: If the concrete-encased electrode (Ufer ground) required by 250.52(A)(3) is covered during construction before inspection, one of the following is required: (1) install a ground ring per 250.52(A)(4), or (2) under engineering supervision, detail a point of connection to the covered electrode. Provides uniform enforcement path when electrode is inadvertently covered.

Benefit: Solves a very common construction problem in Texas (concrete pours covering Ufer grounds before electrical inspection). Gives contractors two clear, enforceable options instead of facing stop-work or expensive excavation. Maintains safety intent of the electrode while being practical.

Cost Impact: Low to Moderate. Option (1) ground ring adds material/labor cost (copper conductor, rods). Option (2) engineering supervision adds PE consultation fee but may be cheaper than excavation or redesign. Most projects can choose the lower-cost path with early coordination.

Impact on Builders/Electricians: Builders and electricians must monitor foundation work closely and coordinate inspection timing. If electrode will be covered, have a pre-agreed plan (ground ring or PE detail) ready. Reduces adversarial “gotcha” moments with inspectors. Encourages better jobsite communication between foundation and electrical trades. Uniform rule across adopting jurisdictions is a major plus.

Article 408.4 – Circuit Directory / Circuit Description (Revised **)

Proposed Change: Expands requirements for legible, permanent circuit directories. Must be clear, evident, specific to purpose/use (including spares), not dependent on transient occupancy, and explain any abbreviations/symbols. Applies to switchboards, switchgear, and panelboards.

Benefit: Improves long-term safety and serviceability by ensuring accurate, durable circuit identification that survives tenant turnover and renovations. Reduces troubleshooting time and errors during maintenance or emergencies.

Cost Impact: Low. Requires more thoughtful labeling during installation but uses standard materials (adhesive labels, directories, or engraved plates). Time investment is modest and pays off in reduced service calls.

Impact on Builders/Electricians: Electricians should create detailed, accurate directories as standard practice—not just “Spares,” “Lights,” or “Plugs.” Use consistent abbreviations and update when circuits are modified. Benefits future service electricians and first responders. Slightly more upfront work but significantly reduces confusion and liability. Good professional practice that the amendment now enforces uniformly.

Article 410.118 – Access to Other Boxes via Luminaires (Revised **)

Proposed Change: Adds exception permitting removable luminaires with minimum dimensions of 22 in. × 22 in. to be used as access to outlet, pull, junction boxes, or conduit bodies (provided they are not integral to the luminaire). Aligns with limited-access ceiling measurement in 110.26(A)(4).

Benefit: Allows practical access in lay-in ceiling or similar installations without requiring dedicated access doors/panels in every location. Recognizes that large removable luminaires can safely serve as access points while maintaining fire/lighting integrity.

Cost Impact: Cost savings or neutral. Avoids installing separate access doors or panels in many ceiling locations. May allow use of standard large troffer or panel lights as dual-purpose (light + access).

Impact on Builders/Electricians: Electricians gain flexibility in ceiling layout and access planning. Must ensure the luminaire is removable and meets the 22×22 in. minimum. Good coordination with ceiling/lighting designers required. Reduces material and labor for access hardware. Practical, cost-effective amendment that reflects real ceiling construction practices.

Article 422.31(B) – Disconnecting Means for Appliances >300 VA (Revised **)

Proposed Change: Permits the branch-circuit switch or circuit breaker to serve as the disconnecting means for permanently connected appliances >300 VA if it is within sight and readily accessible, or capable of being locked open per 110.25 and readily accessible. Adds Informational Note listing acceptable means of access per I-Codes (permanent stair, pull-down stair ≥300 lb capacity, access door from upper floor). Reason notes 2026 NEC revision and that enforcement can occur through other sections.

Benefit: Provides clear, practical options for disconnect location on appliances (water heaters, etc.) while maintaining safety. The access note helps align electrical requirements with building code access rules, reducing conflicts between trades/AHJs.

Cost Impact: Low. Clarifies existing practice rather than adding new requirements. Lockable breakers or in-sight placement are already common. The access note may influence equipment location planning but rarely adds cost.

Impact on Builders/Electricians: Electricians can use standard lockable breakers or in-sight disconnects with confidence. Must verify “readily accessible” per the I-Code access methods listed. Reduces interpretation disputes. Supports cleaner mechanical room layouts. Minor but helpful clarification that prevents over-interpretation of “readily accessible.”

Article 500.8(A)(3) – Suitability of Equipment in Hazardous (Classified) Locations (Revised ***)

Proposed Change: Adds option (3): “Evidence acceptable to the authority having jurisdiction such as a manufacturer’s self-evaluation” as a method to determine suitability of identified equipment in hazardous locations, alongside listing/labeling or qualified lab/inspection agency evaluation.

Benefit: Gives AHJs flexibility to accept manufacturer self-evaluation documentation for equipment in Class I/II/III locations when full listing is impractical or unavailable. Maintains safety through AHJ oversight while providing a realistic path for specialized or custom equipment common in industrial/process settings.

Cost Impact: Low to Moderate. Self-evaluation documentation must still be credible and acceptable to the AHJ; poor documentation will be rejected. May avoid expensive third-party evaluation or custom listing fees on certain equipment. Risk of rejection if documentation is inadequate.

Impact on Builders/Electricians: Contractors working in classified areas (refineries, chemical plants, grain handling, etc.) gain another tool for equipment approval. Must present clear, technical self-evaluation packages early. Electricians should coordinate with manufacturer engineering support. Useful in Texas industrial corridors. AHJs retain final say—transparency and quality documentation are key.

Article 505.7(A) – Implementation of Zone Classification System (Revised ***)

Proposed Change: Requires that classification of areas, engineering/design, equipment/wiring method selection, onsite assessment, and inspection in Zone-classified locations be performed by a qualified licensed professional engineer in the State of Texas (referencing the same 22 TAC 137.59 sections), rather than simply “qualified persons.”

Benefit: Elevates the qualification bar for Zone hazardous location work to Texas-licensed PEs with appropriate expertise. Ensures complex area classification, equipment selection, and inspection are performed by professionals legally accountable under state engineering law. Strengthens safety in high-risk industrial environments.

Cost Impact: Moderate. Requires involvement of a Texas-licensed PE for Zone projects (or portions thereof). Adds engineering fees but is already best practice for most industrial clients. Reduces risk of improper classification leading to catastrophic incidents or failed inspections.

Impact on Builders/Electricians: Electrical contractors in oil/gas, chemical, manufacturing, or other Zone-classified facilities must plan for PE engagement on classification, design, and inspection phases. Cannot rely solely on in-house “qualified persons” for the full scope. Increases professionalism and accountability. May favor firms with established PE relationships. Positive for safety culture in Texas industry.

Article 600.4(B) – Electric Sign Visibility & Class 2 Field-Wired Signs (Revised ***)

Proposed Change: Requires listing labels/markings identifying input voltage and current rating to be visible after installation and permanently applied in a location visible prior to servicing (may be non-public facing). Class 2 field-wired signs must have the listing label permanently applied on the power supply enclosure. Supports verification of compliance with UL 48.

Benefit: Ensures critical electrical rating information remains accessible for maintenance, troubleshooting, and AHJ verification without removing signs or accessing public-facing surfaces. Improves safety and code compliance for electric signs, a common source of electrical incidents.

Cost Impact: Low. Requires thoughtful label placement during sign fabrication/installation. Permanent application on power supply for Class 2 signs is straightforward. Avoids future service difficulties and potential AHJ rejections.

Impact on Builders/Electricians: Sign contractors and electricians must plan label locations so they are service-visible and permanent. For field-wired Class 2 signs, ensure label is on the power supply

enclosure. Simple documentation step that prevents costly service access issues later. Good practice that the amendment now codifies clearly.

Article 695.7(A)(1) – Fire Pump Supply Conductors (Revised ***)

Proposed Change: Requires service conductors and on-site power production conductors for fire pumps to be physically routed outside buildings and installed as service-entrance conductors per 230.9 and Article 230 Parts III/IV. If routing outside is impossible, permits routing through building only per specific 695.7(A)(2)(d) subsections. Exception: supply conductors within the fire pump room itself are not required to meet 695.7(A)(2)(d)(2). Reason cites high fault currents (150k–190kA possible) and conflict with 230.70(A)(1) service disconnect rules; not all fire pump rooms are fire-rated on all four sides.

Benefit: Addresses a critical life-safety gap: protecting fire pump supply conductors from high fault currents and fire exposure when routed through non-rated spaces. Provides clear routing hierarchy (outside preferred) with practical exceptions. Reduces conflict between electrical and fire protection code requirements.

Cost Impact: Moderate on affected projects. Routing conductors outside or in protected shafts may increase material/labor (longer runs, larger raceways, fire-rated enclosures). However, the cost is justified by the life-safety importance and avoids potential total system failure during a fire event. Early design coordination essential.

Impact on Builders/Electricians: Designers, builders, and fire pump contractors must prioritize outside routing or code-compliant protected paths during planning. Cannot assume interior routing without meeting the specific subsections. Electricians installing fire pump circuits should verify room rating and conductor protection requirements with the fire protection engineer/AHJ early. Critical safety amendment that prevents potentially catastrophic failures.

Article 700.4(A) – Commissioning Witness Test for Emergency Systems (Revised ***)

Proposed Change: Allows the AHJ to conduct or witness commissioning of completed emergency systems in person, remotely, or through documentation acceptable to the AHJ—both upon initial installation and periodically thereafter.

Benefit: Provides flexible compliance paths for commissioning witness testing, easing scheduling burdens on contractors, AHJ staff, and building owners while maintaining oversight. Supports remote/virtual options that became common during/after pandemic and for geographically dispersed jurisdictions.

Cost Impact: Low to Cost-saving. Reduces travel time and scheduling delays for all parties. Documentation option can be very efficient for routine or well-documented systems. May slightly increase administrative effort to prepare acceptable documentation packages.

Impact on Builders/Electricians: Contractors should prepare clear, complete commissioning documentation packages (test results, settings, as-builts) as standard practice. Remote or documentation-based witnessing can speed final approval and Certificate of Occupancy. Periodic re-testing requirement is clarified. Positive for project timelines and AHJ workload management.

Article 701.4(A) – Commissioning Witness Test for Legally Required Standby Systems (Revised ***)

Proposed Change: Similar to 700.4(A) but for Legally Required Standby Systems: AHJ may conduct or witness commissioning in person, remotely, or via acceptable documentation upon installation (periodic requirement not explicitly stated here).

Benefit: Extends the same practical flexibility to legally required standby systems (healthcare, certain public buildings, etc.). Maintains safety oversight while reducing friction in the final commissioning phase.

Cost Impact: Low. Same benefits as 700.4(A)—scheduling flexibility and reduced travel/admin burden.

Impact on Builders/Electricians: Similar impact to emergency systems amendment. Contractors benefit from multiple compliance pathways. Prepare strong documentation to take advantage of remote or desk review options. Helps keep complex projects on schedule.

Article 705.8 – Installation of Interconnected Power Production Sources (Revised **)

Proposed Change: Requires installation of one or more electrical power production sources operating in parallel with a primary source to be performed only by qualified persons. During installation, at least one of the following must be on site: (1) a person holding a Texas TDLR Master Electrician License, or (2) a person holding a Texas TDLR Journeyman Electrician License.

Benefit: Ensures that complex, high-risk parallel power production installations (PV, wind, generators, battery systems, etc.) are performed under direct supervision of Texas-licensed electricians. These systems involve Chapter 6 & 7 requirements, interconnection rules, and safety hazards that warrant licensed oversight on site.

Cost Impact: Moderate. Requires scheduling a licensed Master or Journeyman to be physically present during installation of interconnected systems. May affect smaller or out-of-area crews. However, most reputable electrical contractors already employ or subcontract licensed personnel. Cost is primarily scheduling/coordination, not new materials.

Impact on Builders/Electricians: Electrical contractors must ensure a TDLR-licensed Master or Journeyman is on site throughout the installation of any parallel power production source. This is a significant compliance requirement for solar + storage, generator intertie, and microgrid projects. Plan accordingly in bids and schedules. Raises the bar for unqualified or unlicensed installers. Positive for safety and professionalism in a rapidly growing sector.

Article 705.11(C)(1) – Power Source Connections in Buildings (Revised ***)

Proposed Change: Revises rules for power source service conductors located within buildings and connected to existing service conductors/equipment. Requires termination in a disconnect per 230.70(A)(1) and protection per 230.91, with specific methods: (1) Dwelling units—OCPD within 10 ft of conductor length from point of connection; (2) Other than dwellings—OCPD within 16.5 ft; or (3) Under engineering supervision for services ≤1000V (other than dwellings): cable limiters per ungrounded conductor within switchgear/enclosures and within 16.5 ft, or OCPD within 66 ft. Reason states base language creates life safety hazard.

Benefit: Corrects a dangerous condition in the base 2026 NEC language that could allow unprotected or improperly protected conductors inside buildings. Provides practical, graduated protection distances based on occupancy and engineering oversight. Prioritizes life safety while giving reasonable options for real-world service upgrade and DER interconnection scenarios.

Cost Impact: Moderate on affected service upgrade or DER interconnection projects. May require additional OCPDs, cable limiters, switchgear modifications, or PE involvement for the engineering supervision path. However, the cost is justified by avoiding potential arc-flash or fire hazards from long unprotected tap conductors.

Impact on Builders/Electricians: Electricians and designers working on service upgrades, PV interconnections, or generator ties inside buildings must carefully apply the new distance and protection rules. The engineering supervision path (with cable limiters or longer OCPD distance) offers flexibility for larger services but requires documented PE oversight. Early coordination with AHJ and engineer is essential. This is a safety-driven amendment that may change some common installation practices—review carefully on every 705 project.

Article 705.80 – Power Source Capacity for Island Mode (Revised **)

Proposed Change: For interconnected power production sources operating in island mode, capacity calculation uses the sum of all power source output maximum currents for the connected production source. Explicitly excludes Solar PV and wind systems from the sum capacity calculation (to keep unreliable/variable production sources out of the calculation, as 705 conflicts with standby system rules).

Benefit: Prevents over-reliance on intermittent sources (PV/wind) when sizing standby/island-mode systems. Ensures backup capacity calculations are based on reliable, dispatchable sources. Resolves conflict between Article 705 and standby/emergency system sizing rules.

Cost Impact: Low. Primarily a calculation methodology change. May affect system sizing on hybrid projects with PV + battery + generator, but does not add hardware cost in most cases. Clarifies what can be counted toward island-mode capacity.

Impact on Builders/Electricians: Designers and electricians performing island-mode or standby calculations must exclude PV and wind output from the capacity sum. Use only reliable sources (generators, batteries with firm capacity, etc.). Document the methodology clearly. Prevents undersized backup systems that could fail when solar/wind are unavailable. Important clarification for microgrid and resilience projects common in Texas.

Article 706.7(A) – Commissioning of Energy Storage Systems (ESS) (Revised ***)

Proposed Change: ESS shall be commissioned per manufacturer's instructions upon installation. The commissioning report (including operational controls and safety systems) shall be provided to the AHJ upon request. Unless required elsewhere in the code, the AHJ is not required to conduct or witness the commissioning.

Benefit: Shifts primary responsibility for ESS commissioning to the manufacturer's process and documentation, with AHJ review on request rather than mandatory witnessed testing. Reduces scheduling bottlenecks while ensuring critical safety and operational data is available to the AHJ when needed. Supports rapid growth of residential and commercial ESS deployments.

Cost Impact: Low. Most ESS manufacturers already provide commissioning procedures and reports. The amendment formalizes submission upon request rather than adding new testing. May slightly increase documentation preparation but avoids mandatory AHJ witness delays.

Impact on Builders/Electricians: ESS installers (often electricians or specialized integrators) should complete manufacturer commissioning, retain the report, and be prepared to submit it promptly to the AHJ. Plan for possible AHJ questions on safety systems and controls. Reduces project closeout friction. Good balance between oversight and practicality for the booming ESS market.

Article 706.15(B) – ESS Disconnecting Means Location & Control; Emergency Shutdown for Dwellings (Revised ***)

Proposed Change: Requires the ESS disconnecting means to be readily accessible and comply with one of: (1) located within the ESS, (2) visible and within 10 ft of the ESS, or (3) lockable open per 110.25 or enclosure lockable closed. If controls to activate disconnect are not in sight of ESS, they must be lockable per 110.25 and location marked on the disconnect. For equipment with door assembly, disconnect must be outside and within sight. For one- and two-family dwellings, ESS must include an emergency shutdown function to cease export of power to premises wiring; initiation device(s) located at readily accessible location outside the building, plainly indicating "off" or "on" position, with "off" performing the shutdown. Reason: pre-assembled walk-in ESS units have led to serious first-responder injuries; this provides appropriate protection level.

Benefit: Significantly enhances first-responder and maintenance safety for Energy Storage Systems, especially walk-in/containerized units. Mandates clear, accessible disconnects and—for homes—an

external emergency shutdown device that first responders can operate without entering the building or the ESS enclosure. Addresses documented injury incidents.

Cost Impact: Moderate for new 1-2 family dwelling ESS installations. Requires addition of an external initiation device (e.g., emergency stop button or switch in a weatherproof enclosure) with clear labeling and wiring back to the ESS shutdown circuit. Cost is modest (device + wiring + labor) but is a new requirement. For larger/commercial ESS, primarily affects disconnect placement and labeling—already good practice.

Impact on Builders/Electricians: Electricians and builders installing residential ESS (especially whole-home or larger battery systems) must now include an outdoor emergency shutdown initiation device that is readily accessible and clearly marked. This is a life-safety feature for firefighters. For commercial/walk-in ESS, ensure disconnect is outside the enclosure and within sight, with proper locking and control marking. Plan this into the design early—do not treat as an afterthought. Critical safety improvement that may influence product selection and layout on ESS projects.

Article 708.6 – Conduct or Witness Test for Critical Operations Power Systems (COPS) (Revised ***)

Proposed Change: Allows the AHJ to conduct or witness testing of completed COPS in person, remotely, or through documentation acceptable to the AHJ—upon installation and periodically afterward. Mirrors the flexibility added to Articles 700 and 701.

Benefit: Extends practical commissioning flexibility to Critical Operations Power Systems (data centers, 911 centers, hospitals, etc. that require enhanced reliability). Supports efficient project delivery while preserving AHJ oversight through multiple methods.

Cost Impact: Low. Same benefits as 700/701 amendments—reduced scheduling friction and travel. Documentation option is especially useful for complex, highly documented COPS installations.

Impact on Builders/Electricians: Contractors on mission-critical facilities should prepare robust test documentation packages. Remote or desk review options can accelerate turnover of critical infrastructure. Periodic testing requirement is clarified. Helps balance the high reliability demands of COPS with practical construction schedules.

Summary Recommendations for Dripping Springs / Hays County

These NCTCOG amendments generally represent thoughtful, Texas-specific refinements to the 2026 NEC that balance safety, enforceability, and constructability. Several themes are particularly relevant for a growing Central Texas community like Dripping Springs:

- **Residential Design Flexibility:** Amendments to 210.52(C)(1) Exception and 210.52(C)(2) directly support modern open-concept and window-wall homes popular in the Hill Country without sacrificing receptacle availability or future-proofing islands/peninsulas.
- **ESS Safety:** The new requirements in 706.15(B) for external emergency shutdown on 1-2 family dwellings and outside disconnects for walk-in units are timely as battery storage adoption accelerates in Texas. Plan for this in new construction standards and AHJ training.
- **Licensed Professional Involvement:** Requirements for Texas-licensed PEs (Articles 100, 250.50, 505.7, 705.11) and TDLR Master/Journeyman electricians on site (705.8) raise the bar for complex or hazardous work. This aligns with Texas regulatory structure and improves accountability.
- **Practical Enforcement Tools:** Additions for load calculations on request (120.8), detailed circuit directories (408.4), and flexible commissioning witness options (700/701/708) give AHJs better tools without creating unnecessary bottlenecks.
- **Grounding & Service Issues:** The concrete-encased electrode fix (250.50) and fire pump conductor protection (695.7) address real, recurring field problems in Texas construction.

Recommended Next Steps: Review these amendments against the City's current electrical code adoption and enforcement practices. Consider forming a small stakeholder group (local electricians, builders, engineers, fire marshal) to evaluate which amendments would be most beneficial locally. Many can be adopted with minimal training; a few (ESS shutdown, 705 interconnection distances, PE requirements for Zone work) warrant targeted outreach and education before the next code cycle. These amendments position adopting jurisdictions as forward-leaning while remaining practical for the construction community.

— End of Analysis —

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Michelle Fischer, City Secretary

Council Meeting Date: July 7, 2026

Agenda Item Wording: Mayoral Appointment of Council Member to the Hays County Mental Health Coordinating Committee

Agenda Item Requestor:

Summary/Background: The Hays County Mental Health Coordinating Committee (MHCC) consists of members from countywide governing bodies and service providers who are committed to function as a point of advisory, accountability, planning, and resource coordination for all countywide behavioral health services.

Currently Council Member Parks serves on the Committee.

The minutes of the Committee's May 6th meeting are attached.

Hays Mental Health Coordinating Committee Meeting Minutes
May 6th, 2026
12PM
Microsoft Teams

1. Consent Agenda

The previous meeting minutes were reviewed and approved.

2. Reports and Presentations

Mental Health Navigation Program Presentation

Alex Reed, Division Manager for Denton County Public Health, provided a presentation on Denton County's Mental Health Navigation Program. The presentation highlighted their service model, implementation process, and strategies for connecting residents to behavioral health resources. The group discussed potential opportunities to learn from Denton County's approach as Hays County continues strengthening its own behavioral health infrastructure.

Jail-Based Competency Restoration (JBCR) Updates

The group shared that the JBCR program recently celebrated a participant graduation. Additional participants are expected to enter the program in the coming weeks.

Assisted Outpatient Treatment (AOT) Updates

The AOT Court continues to report positive outcomes and ongoing success among participants currently enrolled in the program.

Youth Mental Health Work Group (YMHWG) and Adult Mental Health Work Group (AMHWG) Updates

Several upcoming community events were shared with the group:

- *Vibrant Visions* hosted by Community Action and the CORE4 group will take place on May 7th from 6:00 PM to 8:30 PM. The event flyer will be attached for reference.
- The Behavioral Health Department will host an *Embodied Drumming Experience* on May 23rd as part of Mental Health Awareness Month programming.

Behavioral Health 360 Update

An update was provided on CredibleMind. The platform is currently pending approval from Commissioners Court and, if approved, is expected to launch this summer. The platform will provide behavioral health resources and support tools for Hays County residents.

Mobile Integrated Health (MIH) Initiative Update

Izzy provided updates on the proposed Mobile Integrated Health (MIH) model, which now includes one community paramedic and one social worker. The group reviewed potential financial contributions from each city and discussed opportunities to present the proposal to city council members represented within MHCC. Additional discussion focused on identifying next steps to move the initiative forward.

Behavioral Advisory Team (BAT) Update

The group received updates regarding the Behavioral Advisory Team's restructuring and reprocessing efforts. Members discussed reviewing best practices from Substance Abuse and Mental Health Services Administration (SAMHSA) related to diversion models to help guide future priorities.

Mental Health Investment Data Update

Izzy shared that she is currently working with the Health Department's Data Program Specialist to analyze and contextualize county mental health investment data. A more comprehensive review will be shared with the group during the June meeting.

3. Next Steps and Action Items

Community Mental Health Interventions for Local Governments

The group will continue its ongoing discussion regarding community mental health interventions for local governments, including goal setting and identifying small wins to prioritize moving forward. This discussion will continue during the June meeting.

4. Adjournment

The meeting adjourned at 1:00 PM.

Next meeting is June 3rd at noon on Teams

Sec. 1.02.045. City council committees.

(a) The mayor shall appoint councilmembers, following each municipal election, to the following council committees. These appointed councilmembers shall act as liaisons from their respective committee(s) to the city council.

(1) Economic development committee.

(2) Transportation committee.

(3) Farmers market committee.

(4) Emergency management committee.

(b) The mayor shall appoint councilmembers, following each municipal election, to the following areas of oversight:

(1) Parks.

(2) Public health and safety.

(3) Utilities.

(4) Finance.

(5) Transportation and streets.

(6) Community events and services.

(Ordinance 2019-22, adopted 7/9/19; Ord. No. 2023-16, § 2, 6-6-2023; Ord. No. 2024-15, § 2, 3-5-2024)

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: July 7, 2026

Agenda Item Wording: **Discussion and possible action regarding the appointment of Daniel Graf to the Transportation Committee for a two (2) year term ending June 30, 2028.**

Agenda Item Requestor: Tory Carpenter, Planning Director

Summary/Background:

Member Selection

Section 2.04.155 (c): Every two years on even years starting in June 2014, city staff will prepare a slate of nominees for city council consideration. The slate will include nominees including but not limited to those with a background and experience in civil engineering, land/transportation planning, real estate/development, business ownership, and alternative mobility.

Membership Requirements

Resident of City or ETJ, at least one public member must be a city resident.

Current Vacancies and Term Expirations

Two (2) at-large members have resigned, leading to 2 vacancies. The Chair and Vice Chair of the committee interviewed 3 candidates on June 1st. The appointment of Matthew St. Germain was approved by council on June 16th. The appointment of Daniel Graf would fill the 2nd vacancy.

Current Committee

Member	*Term*	*Occupation*	*Seat*	*City/ETJ*
Travis Crow, Chair	6/30/27	Appointed by Council	City Council Member	City

Sharon Hamilton,	6/30/26	Engineer	At-Large	ETJ
Scott Berry	6/30/27	Education Administration	DSISD Representative	Hays Co.
Mathew St. Germain	6/30/28	Engineer	At-Large	City
John Pettit, Vice Chair	6/30/27	Real Estate	At-Large	City
Doug Crosson	6/30/27	Commercial Lender	PZC Representative	ETJ
Roman Grijalva	6/30/28	Engineer	At-Large	ETJ
Tory Carpenter	N/A	Staff	Planning Director	
Riley Sublett	N/A	Staff	Maintenance Director	
Chad Gilpin	N/A	Staff	City Engineer	

Committee Recommendation: The Chair and Vice Chair conducted the interviews and recommended approval.

Recommended Council Actions: Staff recommends approval

Attachments:

1. Application and Ordinance

Next Steps/Schedule:

1. Notify members of Council decision
2. Update website and rosters
3. Send calendar and Outlook meeting invites
4. Administer Oath of Office and Statement of Officer

DIVISION 6. TRANSPORTATION COMMITTEE

Sec. 2.04.151. Title.

This division shall be commonly cited as the "transportation committee ordinance."

Sec. 2.04.152. Purpose.

(a) This article provides standards for the formation, function, and responsibilities of an advisory transportation committee tasked with representing various citizen groups and their interests as part of the city council's greater discussion of transportation, its planning, and its improvements.

(b) This article is in furtherance of good government and public safety. Through these regulations, the city seeks to promote the safety of persons and property by preventing:

(1) Uncoordinated transportation development that threatens public safety; or

(2) Disconnected residential and business development that reduces the efficiency and operation of good government and order.

Sec. 2.04.153. Scope.

This article applies to all property within the incorporated municipal boundaries (i.e., city limits) and the extraterritorial jurisdiction (ETJ).

Sec. 2.04.154. Definitions.

(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.

Committee: The transportation committee created herein.

Transportation master plan: A nonbinding, guidance document utilized for municipal planning purposes, which contains a vision statement, capital improvement project options, and roadway maintenance project lists.

Sec. 2.04.155. Membership; meetings.

(a) Number of members.

(1) The committee will have nine voting members, one of whom will be the committee chair appointed by the city council. A vice-chair will be selected by the chair and approved by a majority of the transportation committee members. The vice-chair will serve as the chair in the absence of the chair.

(2) Five municipal members of the committee are:

(A) A member from city council;

(B) A member from planning and zoning commission;

(C) The planning director; and

(D) The city engineer; and

(E) A representative of the Dripping Springs Independent School District.

The city council and planning and zoning commission shall nominate and vote on their respective member to serve on the committee. The Dripping Springs Independent School District Superintendent shall provide a recommendation for their representative to be approved by the city council.

(3) Four public members of the committee shall be residents of either the city limits or its ETJ. No less than one public member will reside within the city limits.

(4) The committee may have subcommittees of at least three members, one of whom will be the subcommittee chair designated by the subcommittee at its first meeting. A vice-chair will be selected by the chair and approved by a majority of the subcommittee members. The vice chair will serve as the subcommittee chair in the absence of the chair. Subcommittees may invite input from non-committee members.

(5) The committee may add non-voting members on an as-needed basis as approved by a majority of the committee.

(b) Terms of members.

(1) Municipal members of the committee will serve at the pleasure of the bodies that appointed them. The public committee members will serve a two-year term, at the will of the city council. There is no limit as to how many terms a member may serve.

(2) The chair and vice-chair will serve a one-year term, at the will of city council. There is no limit as to how many terms the chair or vice-chair may serve.

(3) Vacancies may be filled by appointment, with the appointed replacement member being bestowed the remainder of the unexpired term.

(c) Member selection.

(1) Every two years on even years starting in June 2014, city staff will prepare a slate of nominees for city council consideration. The slate will include nominees including but not limited to those with a background and experience in civil engineering, land/transportation planning, real estate/development, business ownership, and alternative mobility. The slate will only include individuals that city staff has contacted and who have expressed an interest and availability to serve. Potential nominees may express interest in the committee by contacting the city secretary in writing.

(2) The city council will approve, reject, or modify the list.

(d) Resignation; vacancies. A committee member may resign by notifying the city secretary in writing of his or her intent to resign. A failure to attend three or more sequential committee meetings without approval from the chair will constitute a de facto notification of intent to resign. Members appointed to fill a vacancy will complete the unexpired portion of the term.

(e) Meetings.

(1) The committee will meet monthly at city hall, as coordinated with and arranged by city staff. Agendas will be drafted by the committee chair, under the advisement of committee members.

(2) Committee designated subcommittees may meet more often, as coordinated with and arranged by city staff. Agendas will be drafted by the subcommittee chair, under the advisement of subcommittee members.

(3) The committee will make a report to the city council at the first meeting of each month to update the council on projects and progress.

(Ord. No. 2021-26, § 2, 7-20-2021; Ord. No. 2023-30, § 2, 9-5-2023; Ord. No. 2024-02, § 2, 1-16-2024)

Sec. 2.04.156. Authority.

The committee has no authority to make decisions binding on the city. The committee's functions are purely advisory and not subject to the Open Meetings Act.

Sec. 2.04.157. Responsibilities.

(a) The committee is responsible for organizing an inclusive process for assessing community needs and priorities in an orderly fashion, and providing the council with guidance via a proposed transportation master plan that reflects the skills, creativity, vision, and cooperation of the committee, its members, and any advisors.

(b) After the final transportation master plan is adopted by city council, the committee will continue to advise the council on carrying out the plan. The committee may review proposed subdivision and site development plans and make recommendations to assure conformance with the transportation master plan.

(c) The city council should consider updating the transportation master plan every five years, at which time the transportation master plan drafting process described below will begin again.

(d) The committee shall advise the council on budgeting for transportation-related needs.

Sec. 2.04.158. Drafting of transportation master plan.

(a) Functions of committee. The committee's function is to study the city's transportation status, assess opportunities for improvements, and suggest guidelines to the city council for collaboration and growth that will effectively move the city from its current status towards future opportunities for traffic safety and circulation enhancements.

(b) Contents of plan. The committee is tasked with drafting a transportation master plan that identifies:

(1) A vision statement to drive future transportation safety and circulation improvements and enhancements.

(2) Capital improvement project options the city can implement/complete in the next five years, along with each project's necessary participants, strengths, weaknesses, draft budget, and timeline.

(3) Roadway maintenance project options the city can implement/complete in the next three years, along with each project's necessary participants, strengths, weaknesses, draft budget, and timeline.

Sec. 2.04.159. Presentation of transportation plan.

(a) Schedule. The transportation plan will be presented to the city council in written and presentation format in phases over the course of one year. The presentations over the course of the committee's first year will include:

(1) Draft presentation to P&Z.

(2) Draft presentation to council.

(3) Public forums.

(4) Final presentation to P&Z.

(5) Final presentation to council.

(b) Public access to information. The committee's work and work product will be subject to the Public Information Act, chapter 552 of the Texas Government Code.

Sec. 2.04.160. 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) 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.

(Ordinance 7000.11, adopted 5/13/14)

Secs. 2.04.161—2.04.190. Reserved.

2.17. Membership.

2.17.1. Upon adoption of this chapter, the city council shall by default act as the BOA.

2.17.2. The city council shall act as the board of adjustment consisting of five councilmembers and the mayor. The city council shall also appoint two alternates. All members (regular and alternate) shall be residents and registered voters of the City of Dripping Springs. Alternates shall serve two year terms and may be reappointed with no limitation on the number of terms one member may serve. Terms of alternates shall run concurrently with the term of the mayor. Members of the BOA shall serve during their term of office as a councilmember or mayor.

2.17.3. Alternate members may attend all meetings of the BOA and are entitled to all information provided to regular members.

2.17.4. Alternate members shall substitute for absent regular members, in which occasion the alternate members count toward the establishment of a quorum and have full voting privileges.

2.17.5. Generally, candidates for BOA membership may also serve on other municipal advisory boards of the city. However, BOA members may not concurrently serve on the planning and zoning commission.

2.17.6. Each person nominated by the city council to be a BOA alternate member must be approved by a simple majority vote of the city council before being appointed as a member of the board.

2.17.7. The city council shall appoint a chairperson for the BOA, who shall serve a one-year term of office.

2.17.8. The BOA shall elect a vice-chairperson from among its membership who shall serve a one-year term of office.

2.17.9. The city administrator's designee shall serve as secretary to the BOA, and shall keep minutes of all meetings held by the BOA.

2.17.10. The BOA shall have the power to make the rules, regulations and bylaws for its own governance, consistent with state law and rules promulgated by the city council.

(Ordinance 2018-26, adopted 8/9/18)

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2018-26

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CITY OF DRIPPING SPRINGS CODE OF ORDINANCES CHAPTER 30: EXHIBIT A: SECTION 2, BY AMENDING SECTION 2: PROCEDURES & ADMINISTRATION; ESTABLISHING THE STRUCTURE, OBJECTIVES, AND DUTIES OF THE CITY'S BOARD OF ADJUSTMENT; PROVIDING FOR AMENDMENTS TO CERTAIN SECTIONS WITHIN CHAPTER 30: EXHIBIT A: SECTION 2 AND PROVIDING FOR: AMENDMENT; REPEALER; SEVERABILITY; EFFECTIVE DATE; AND PROPER NOTICE & MEETING.

WHEREAS, the City of Dripping Springs desires to amend its Code of Ordinances, Chapter 30, Exhibit A to provide for the appointment of alternates to the City's Board of Adjustment; and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City of Dripping Springs has the authority to establish a Board of Adjustment; and

WHEREAS, pursuant to Section 211.008 of the Texas Local Government Code, the City of Dripping Springs may appoint alternates to its Board of Adjustment; 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; and

WHEREAS, the Planning and Zoning Commission had a meeting and a public hearing on September 25, 2018 and recommended approval; and

WHEREAS, the City Council had a meeting and a public hearing on October 9, 2018; and

WHEREAS, the City Council finds that the amendment proposed is reasonable, necessary, and proper for the good government of the City of Dripping Springs.

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

SECTION I

That the findings contained in the preamble of this ordinance are incorporated herein as if fully set forth within the body of this ordinance.

SECTION II

This ordinance is adopted under the authority of the Constitution and laws of the State of Texas, particularly Chapter 211 of the Local Government Code, pursuant to which the City has the authority to establish a Board of Adjustment.

SECTION III

This ordinance is adopted under the authority of the Constitution and laws of the State of Texas, particularly Chapter 51 of the Local Government Code, pursuant to which 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.

SECTION IV

The purpose of this Ordinance is to codify and define the structure, objectives, and duties of the City of Dripping Springs's Board of Adjustment.

SECTION V

Chapter 30: Exhibit A: Section 2 of the City of Dripping Springs Code of Ordinances is hereby amended to read in accordance with *Attachment "A,"* which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text is new or relocated and shall be inserted into the Code of Ordinances. Any struck-through text shall be deleted from the Code, as indicated on *Attachment "A."*

SECTION VI

That this Ordinance is cumulative of all provisions of ordinances and of the City Code of Dripping Springs, Texas, as amended.

SECTION VII

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.

SECTION VIII

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.

SECTION IX

This Ordinance shall be effective immediately upon passage and publication.

PASSED & APPROVED this, the 9th day of October 2018, by a vote of 4 (ayes) to 0 (nays) 1 (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Todd Purcell, Mayor

ATTEST:

Andrea Cunningham, City Secretary

City of Dripping Springs TEXAS Inc. 1981

Attachment "A"

CITY OF DRIPPING SPRINGS

AMENDMENT TO THE CODE OF ORDINANCES

CHAPTER 30: ZONING

ARTICLE 30.07 ADMINISTRATION AND ENFORCEMENT

C. BOARD OF ADJUSTMENT*

2.16. Creation

There is hereby created a Board of Adjustment, sometimes referred to herein as the "BOA", for the purpose of making special exceptions to the terms of this Chapter that are consistent with the general purpose and intent of this Chapter. The BOA may grant special exceptions, in appropriate case, and is ~~are~~ subject ~~[sic]~~ to certain conditions and safeguards. The BOA shall ~~may~~ be composed of the members of the City Council of the City of Dripping Springs as authorized by Chapter 211.008(g) of the Texas Local Government Code, until such time as separate membership is appointed by the City Council. The BOA shall also include two alternate members as appointed by the City Council.

2.17 Membership

2.17.1. Upon adoption of this Chapter, the City Council shall by default act as the BOA.

2.17.2. The City Council shall act as the ~~may appoint a~~ Board of Adjustment consisting of five (5) councilmembers and the mayor. The City Council shall also appoint~~,~~ ~~and~~ two (2) alternates. All members (regular and alternate) shall be residents and registered voters of the City of Dripping Springs. ~~Three (3) members of the original board shall be appointed to one (1) year terms, and four (4) members to three [two] (2) year terms. After the initial terms expire, all members~~ Alternates shall serve two (2) year terms and may be reappointed with no limitation on the number of terms one member may serve. Terms of Alternates shall run concurrently with the term of the Mayor. Members of the BOA shall serve during their term of office as a councilmember or mayor.

2.17.3. Alternate members may attend all meetings of the BOA and are entitled to all information provided to regular members.

2.17.4 Alternate members shall substitute for absent regular members, in which occasion the alternate members count toward the establishment of a quorum and have full voting privileges.

2.17.5 Generally, candidates for BOA membership may also serve on other municipal advisory boards of the City. However, BOA members may not concurrently serve on~~: (a)~~ the Planning & Zoning Commission.~~; or (b) the City Council if the City Council has appointed a separate BOA~~.

2.17.6 Each person nominated by the City Council to be a BOA alternate member must be approved by a simple majority vote of the City Council before being appointed as a member of the Board.

2.17.7. The City Council shall appoint a Chairperson for the BOA, who shall serve a one-year term of office.

2.17.8. The BOA shall elect a Vice-Chairperson from among its membership who shall serve a one-year term of office.

2.17.9. The City Administrator's designee shall serve as Secretary to the BOA, and shall keep minutes of all meetings held by the BOA.

2.17.10. The BOA shall have the power to make the rules, regulations and bylaws for its own governance, consistent with State law and rules promulgated by the City Council.

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2019-41

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CITY OF DRIPPING SPRINGS CODE OF ORDINANCES; CHAPTER 30, EXHIBIT A, SECTIONS 2: PROCEDURES & ADMINISTRATION AND 3: ZONING DISTRICTS; MODIFYING THE STRUCTURE, OBJECTIVES, AND DUTIES OF THE CITY'S BOARD OF ADJUSTMENT; AMENDING ZONING APPEAL PROCESS; PROVIDING FOR AMENDMENTS TO CERTAIN SECTIONS WITHIN CHAPTER 30: EXHIBIT A: SECTIONS 2 AND 3 AND PROVIDING FOR: FINDINGS OF FACT; ENACTMENT; AMENDMENT; REPEALER; SEVERABILITY; PROPER NOTICE & MEETING; AND EFFECTIVE DATE.

WHEREAS, the 86th Texas Legislature passed House Bill 2497 to require cities to allow additional individuals to appeal zoning decisions to the board of adjustment and the City of Dripping Springs (the "City") City Council seeks to ensure compliance with House Bill 2497; and

WHEREAS, the City of Dripping Springs desires to amend its Code of Ordinances, Chapter 30, Exhibit A, Sections 2 and 3 to provide for board of adjustment appeals; and

WHEREAS, this Ordinance must be amended to comply with House Bill 2497; and

WHEREAS, the City of Dripping Springs desires to amend its Code of Ordinances, Chapter 30, Exhibit A, Section 2 to clarify procedures for zoning amendments; 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; and

WHEREAS, the Planning and Zoning Commission had a meeting and a public hearing on October 22, 2019 and recommended approval; and

WHEREAS, the City Council had a meeting and a public hearing on November 12, 2019; and

WHEREAS, the City Council finds that the amendment proposed is reasonable, necessary, and proper for the good government of the City of Dripping Springs.

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

1. FINDINGS OF FACT

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

2. AMENDMENT

Chapter 30 of the City of Dripping Springs Code of Ordinances are hereby amended so to read in accordance with Attachment "A", which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated on Attachment A.

3. REPEALER

This ordinance repeals inconsistent sections of Chapter 30 of the City of Dripping Springs Code of Ordinances.

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 of caption.

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, and Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the 12th day of November 2019, by a vote of 5 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Todd Purcell, Mayor

ATTEST:

Andrea Cunningham, City Secretary



Attachment "A"

CITY OF DRIPPING SPRINGS

AMENDMENT TO THE CODE OF ORDINANCES

CHAPTER 30: ZONING

EXHIBIT A ZONING ORDINANCE

SECTION 2: PROCEDURES & ADMINISTRATION

C. BOARD OF ADJUSTMENT*

2.25 Appeals to the BOA

~~The appellant must file, with the BOA and the official from whom the appeal is taken, a written notice of appeal specifying the grounds for the appeal.~~

2.25.1 Appeal to BOA under this chapter.

(1) Any of the following persons may appeal to the BOA a decision made by an administrative official that is not related to a specific application, address, or project under Chapter 30 of this Code:

(A) a person aggrieved by the decision; or

(B) any officer, department, board, or bureau of the municipality affected by the decision.

(2) Any of the following persons may appeal to the BOA a decision made by an administrative official that is related to a specific application, address, or project under chapter 30 of the Code:

(A) a person who filed the application that is the subject of the decision;

(B) a person who is the owner or representative of the owner of the property that is the subject of the decision; or

(C) any person who is aggrieved by the decision and is the owner of real property within 200 feet of the property that is the subject of the decision; or

(D) any officer, department, or board of the city affected by the decision.

2.25.2 The appeal must be filed ~~within sixty (60) days~~ not later than the 20th day after the decision has been rendered.

2.25.3 Upon receiving the notice, the official from whom the appeal is taken shall immediately transmit to the BOA all papers constituting the record of action that is appealed.

2.25.4 An appeal stays all proceedings in furtherance of the action that is appealed unless the official from whom the appeal is taken certifies in writing to the BOA facts supporting the official's opinion that a stay would cause imminent peril to life or property.

2.25.5 The appellant party may appear at the appeal hearing in person, by agent or attorney, or in absentia.

2.25.6 The BOA shall decide to appeal at the next meeting for which notice can be provided following the hearing and not later than the 60th day after the date the appeal is filed ~~decide the appeal within four (4) weeks after the written request (notice of appeal) was received~~, after which time the written request shall be deemed automatically approved if no formal action is taken.

2.25.7 The BOA may reverse or affirm, in whole or in part, or modify the administrative official's order, requirement, decision or determination from which an appeal is taken, and may make the correct order, requirement, decision or determination.

2.25.8 A member or members of the BOA may not bring an appeal on behalf of a property owner, other than himself/herself, to the Board of Adjustment. An appeal must be requested by the owner of the property being considered.

2.26 Procedures

2.26.1 Application & Fee: An application for a special exception shall be made in writing using forms prescribed by the City, and shall be accompanied by an application fee, a site plan and such additional information as may be requested in writing in order to properly review the application. Such information may include, but is not limited to, plat plans, site building plans, photographs, topographic contour maps, and other similar documents. All drawings must be to scale.

2.26.2 Administrative Report by the City: The City Administrator shall visit the site where the proposed special exception will apply and the surrounding area, and shall report findings to the BOA.

2.26.3 Public Hearings: The BOA shall hold a public hearing for consideration of the written special exception request no later than forty-five (45) days after the date the application for action, or an appeal, is filed.

2.26.4 Notice: Notice of the hearing shall be provided to all property owners within three hundred feet (300') of the affected property no more than thirty nor less than fifteen (15) days prior to the public hearing. Notice of the hearing must be published in the

City's official newspaper no more than thirty (30) nor less than fifteen (15) days prior to the first hearing at P&Z. Weather-resistant signs shall be erected on the property under application for the purposes of advertising the special exception request.

(a) The signs shall be provided by the City.

(b) Signs placed on the property involved must be within ten (10) feet of any property line paralleling any established or proposed street, and must be visible from that street.

(c) All required signs shall remain on the property until final disposition of the special exception request is determined.

* * *

2.34 P&Z Consideration

2.34.1 The P&Z shall hold a public hearing on a zoning an amendment to the Zoning Ordinance. After all public input has been received and the public hearing closed, the P&Z shall make its recommendations on the proposed zoning request and concept plan, if submitted, stating its findings, its overall evaluation of the request, and its assessment regarding how the request relates to the City's Comprehensive Plan. The P&Z may, on its own motion or at the applicant's request, defer its decision recommendations until it has had an opportunity to consider other information or proposed modifications to the request which may have a direct bearing thereon. If the P&Z elects to postpone or defer its hearing on the request, such action shall specifically state the time period of the postponement by citing the meeting date whereon the request will reappear on the P&Z's agenda.

2.34.2 When the P&Z is ready to act upon the zoning request, it may recommend:

(a) approval of the request as it was submitted by the applicant;

(b) approval of the request subject to certain conditions as in the case of a Planned Development District (PDD) or a Conditional Use Permit (CUP); or

(c) disapproval of the request.

2.34.3 ~~If t~~The P&Z's recommendation ~~is to approve the request either as submitted or with additional conditions, then the request~~ will be automatically forwarded to the City Council for a second public hearing thereon.

~~2.34.4 If the P&Z recommends denial of the zoning change request, it shall provide written notice of the applicant's right to appeal.~~

2.35 Council Consideration

2.35.1 ~~Approved~~ Council Review ~~by P&Z~~: Every application or proposal which is recommended for approval or approval with conditions by the P&Z shall be automatically forwarded, along with the P&Z's recommendation, to the City Council for setting and holding of public hearing thereon following appropriate public hearing notification, as prescribed in Subsection 2.32. The City Council may then approve the request, approve it with conditions, or disapprove it by a simple majority vote of the City Council members present and voting, except where super majority is required as listed below.

2.35.2 Unanimously Denied by P&Z: ~~An application which is recommended by the P&Z for denial shall not be forwarded to the City Council unless the applicant files a written appeal with the City Secretary within ten (10) business days after the P&Z's decision. Said appeal will, in that instance, be forwarded to the City Council along with the P&Z's reasons for denial of the request. The appeal shall be scheduled for the next possible City Council agenda, following appropriate public notification as prescribed in Subsection 2.32. Generally, ultimate approval of the request will require a simple majority vote of the City Council. However,~~ If P&Z unanimously recommends denial, approval by the City Council shall require an affirmative vote by a two-thirds majority of those present and voting. No zoning change shall become effective until after the adoption of an ordinance for same.

~~2.35.3 Reapplication to P&Z after Denial: If the P&Z denies the request, and the applicant chooses not to appeal or fails to appeal P&Z's decision to the City Council, then no other zoning application may be filed for (all or part of) the subject tract of land, or for that portion of this Chapter, in the case of a text amendment request submitted by a property owner or citizen, for a waiting period of six (6) months following the denial, unless the request was initiated by the City Council.~~

2.36 Council Action

2.36.1 After a public hearing is held before the City Council regarding the zoning application, the City Council may:

(a) approve the request in whole or in part;

(b) deny the request in whole or in part;

(c) continue the application to a future meeting, specifically citing the City Council meeting to which it was continued; or

(d) refer the application back to the P&Z for further study.

2.36.2 If the City Council denies the request, then no other zoning application may be filed for (all or part of) the subject tract of land, or for that portion of this Chapter, in the

case of a text amendment request submitted by a property owner or citizen, for a waiting period of six (6) months following the denial. In the instance that the request was initiated by the City Council and involved a proposed amendment to the text of this Chapter, then there is no waiting period before the request can be reconsidered. This section shall not apply to applications for the same tract of land proposing a different zoning change than that which was previously denied, provided no more than three (3) applications are submitted for the same tract within a twelve (12) month period.

2.36.3 The City Council may, at its option, waive the six (6) month waiting period if, after due consideration of the matter at a scheduled and posted meeting, it is determined that denial of the request was based upon erroneous or omitted information, or if substantial new information pertaining to the request is discovered.

* * *

3.17.14 Ag Ed Short Form CUP Approval:

(a) The City Council seeks to promote youth education programs, particularly those furthering activities related to farming, ranching, and animal husbandry.

(b) The City Council finds that FFA and 4-H Club programs are vital educational opportunities for the City's youth and an important link to the City's rural way of life.

(c) The City Council has determined that the typical standards for receipt of a Conditional Use Permit for Domestic Farm Animals can be unduly burdensome for participants in FFA and 4-H programs; and

(d) The process for application and receipt of a CUP for Domestic Farm Animals shall be abbreviated for educational agricultural programs:

(1) Definitions: Agricultural Educational Programs ("Ag Ed Programs") shall mean any activity organized by an accredited school system or nonprofit organization serving children. Examples of Ag Ed Programs include the Future Farmers of America (FFA) and the 4-H Club.

(2) Qualified Applicant: Only primary or secondary school students enrolled in an, or members of, an Ag Ed Program are qualified to apply for Ag Ed Short Form approval for a CUP. To be qualified, an Applicant must be precluded from boarding the Applicant's livestock at the school's facility.

(3) Applications: Applicants for Educational Short Form Approval of a CUP for Domestic Farm Animals shall include written verification from the Ag Ed Program. The verification must be on letterhead signed by an adult supervisor of the Ag Ed Program. The verification must also attest to the fact that the livestock school's facility is full and lacks the capacity to

accommodate the Applicant's animal. Both the Applicant's parental guardian and the owner of the property subject to the CUP must submit a letter with the application accepting financial responsibility and legal liability for the animal.

(4) Approvals: CUP applications submitted to the City by Qualified Applicants shall be reviewed by the City Administrator.

(5) Fees: Qualified Applicants are exempt from payment of any administrative fees otherwise assessed for CUPs.

(6) Appeals: Decisions of the City Administrator may be appealed to the BOA ~~City Council~~. Petitions for appeal must be submitted to the City in writing within twenty (20) ~~fifteen (15)~~ days of the Administrator's decision.

(7) Duration: A CUP granted through the Ag Ed Short Form process provided by this section shall expire seven (7) months after issuance. The City Administrator shall have the authority to extend the SUP [CUP] for an additional period of two (2) months upon receipt by the City of a written application for an extension by a Qualified Applicant.

2019-121

Item # 16.

San Marcos Publishing, LP
Wimberley View • Century News

P.O. Box 49, Wimberley, Texas 78676
(512) 847-2202

Received

NOV 20 2019

City of Dripping Springs

State of Texas
County of Hays

Before me, the undersigned authority, on this day personally appeared Dalton Sweat, who being by me here and now duly sworn, upon oath says:

My name is Dalton Sweat, and I am the General Manager, of the The Wimberley View & The Dripping Springs Century News, a newspaper of general circulation in Hays County, Texas, and a newspaper which has been regularly and continuously published in Wimberley, Hays County, Texas, for a period of more than one year immediately preceding the date of publications of the following, and that the said notice, a copy of which follows, was published in the regular edition of said newspaper for a period of 1 week on the following dates:

November 21, 2019

---------- 2019

_____ 2019

---------- 2019

The said General Manager, Dalton Sweat further states that the rate charged for this publication is the lowest rate charged to commercial advertisers for the same class as advertising for a like amount of space.

_____
Signature of Affiant

Subscribed and Sworn to me, by the said General Manager Dalton Sweat this 20th day of November, 2019 to certify which witness my hand and seal of office.

Mattatha Barker
NOTARY PUBLIC in and for Hays County, Texas

NOTARY PUBLIC STATE OF TEXAS
MATTATHA MARIE BARKER
Notary Public, State of Texas
Comm. Expires 11-04-2022
Notary ID 128436511

City of Dripping Springs
Public Notice of Approved Ordinance
Board of Adjustment & Zoning
Appeal Process
Effective Date: November 21, 2019
Ordinance No. 2019-41

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CITY OF DRIPPING SPRINGS CODE OF ORDINANCES; CHAPTER 30, EXHIBIT A, SECTIONS 2: PROCEDURES & ADMINISTRATION AND 3: ZONING DISTRICTS; MODIFYING THE STRUCTURE, OBJECTIVES, AND DUTIES OF THE CITY'S BOARD OF ADJUSTMENT; AMENDING ZONING APPEAL PROCESS; PROVIDING FOR AMENDMENTS TO CERTAIN SECTIONS WITHIN CHAPTER 30: EXHIBIT A: SECTIONS 2 AND 3 AND PROVIDING FOR: FINDINGS OF FACT; ENACTMENT; AMENDMENT; REPEALER; SEVERABILITY; PROPER NOTICE & MEETING; AND EFFECTIVE DATE.