



City Council Special Meeting

Dripping Springs City Hall

511 Mercer Street - Dripping Springs, Texas

Tuesday, August 18, 2026, at 5:30 PM

AGENDA

CALL TO ORDER & ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Ana Grace Husted

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 4 Travis Crow

Council Member Place 5 Sherrie Parks

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

Deputy City Attorney Aniz Alani

City Secretary Diana Boone

Utilities Director Gray Lahrman

Planning Director Tory Carpenter

IT Director Jason Weinstock

Parks & Community Services Director Andy Binz

People & Communications Director Lisa Sullivan

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

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

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

PROCLAMATIONS & PRESENTATIONS

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

- 1. Presentation of the Be A Star Awards.** *DarkSky Texas*

BUDGET WORKSHOP

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

CONSENT AGENDA

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

- 3. Approval of the June 30, 2026 City Council special meeting minutes.**
- 4. Approval of the Heritage Public Improvement District 2026 Annual Service and Assessment Plan Update.**
- 5. Approval of the June 2026 Treasurer's Report.** *Deputy City Administrator, Shawn Cox*

BUSINESS AGENDA

- 6. Public hearing, discussion, and possible action on an Ordinance regarding ZA2026-001: an application for a Zoning Map Amendment from Single-Family Attached Residential District Garden Home within the Hays Historic District Overlay (SF-5-HO) to Local Retail with the Hays Historic District Overlay and a Conditional Overlay (LR-HO-CO) for 200 Bluff St. Applicant: Russell Collins on behalf of Mr. and Mrs. Killebrew.**
 - Applicant Presentation
 - Staff Report
 - Planning & Zoning Commission Report
 - Public Hearing
 - Ordinance
- 7. Discussion and possible action to approve an Engineering Services Agreement between the City of Dripping Springs and Burgess & Niple, Inc. to obtain professional**

engineering services for the designing, constructing, planning, acquiring, extending, upgrading, renovating, rehabilitating, replacing, and improving of the City's wastewater system, including projects that may be funded through the Texas Water Development Board (TWDB) and other state or federal funding programs. *Sponsor: Mayor Bill Foulds, Jr.*

- 8.** Discussion and possible action to approve a Bond Counsel Professional Services Agreement between the City of Dripping Springs and McCall, Parkhurst & Horton L.L.P to obtain professional bond counsel services for possible loan, principal forgiveness, grant, and other financial assistance funding through the Texas Water Development Board (TWDB) and for legal opinions regarding evidences of indebtedness issued by the City for capital financing or refinancing with the TWDB. *Sponsor: Mayor Bill Foulds, Jr.*
- 9.** Discussion and possible action to approve a Financial Advisory Contract between the City of Dripping Springs and SAMCO Capital Markets Inc. to provide financial advisory services. *Sponsor: Mayor Bill Foulds, Jr.*
- 10.** Discussion and possible action to approve Change Order No. 1 for the South Collector Project to include Optional Bid Items No. 1 and No. 2 for Clearing & Grubbing and Silt Fencing. Upon approval, Change Order No. 1 will become effective upon execution of the awarded construction contract between the City of Dripping Springs and Santa Clara Construction, Ltd. for the South Collector Project. *Sponsor: Mayor Bill Foulds, Jr.*
- 11.** Discussion and possible action regarding the appointment of Bruce Moulton as the representative of the Hays Trinity Groundwater Conservation District to the Utility Commission and the re-appointment of Charlie Busbey for terms ending June 30, 2028.
- 12.** Discussion and possible action regarding approval of Employee Benefits Plans for medical, dental, and life policies the City of Dripping Springs and authorize the mayor to finalize the agreement. *Sponsor: Mayor Bill Foulds, Jr.*

CLOSED SESSION

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

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

September 1, 2026 at 6:00 p.m.

September 15, 2026 at 6:00 p.m.

October 6, 2026 at 6:00 p.m.

October 20, 2026 at 6:00 p.m.

November 3, 2026 at 6:00 p.m.

November 17, 2026 at 6:00 p.m.

Board, Commission & Committee Meetings

Parks & Recreation Commission, August 19, 2026 at 6:00 p.m.

Farmers Market Committee, August 20, 2026 at 10:00 a.m.

Emergency Management Committee, August 20, 2026 at 12:00 p.m.

Utility Commission, August 20, 2026 at 4:00 p.m.

Transportation Committee, August 24, 2026 at 3:30 p.m.

Founders Day Committee, August 24, 2026 at 6:30 p.m.

Planning & Zoning Commission, August 25, 2026 at 6:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, www.cityofdrippingsprings.com, on August 12, 2026 at 5:00 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.



City Council Special Meeting

Dripping Springs City Hall

511 Mercer Street - Dripping Springs, Texas

Tuesday, June 30, 2026, at 5:30 PM

DRAFT MINUTES

CALL TO ORDER & ROLL CALL

With a quorum of Council Members present, Mayor Foulds called the meeting to order at 5:30 p.m.

City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Ana Grace Husted

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 4 Travis Crow

Council Member Place 5 Sherrie Parks

Staff, Consultants, & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

City Attorney Aniz Alani

City Secretary Diana Boone

Planning Director Tory Carpenter

IT Director Jason Weinstock

Maintenance Director Riley Sublett

Finance Manager Glori Rivas

People & Communications Director Lisa Sullivan

Community Events Coordinator Johnna Krantz

Parks & Community Services Assistant Director Emily Nelson

Parks & Community Services Director Andy Binz

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Crow.

PRESENTATION OF CITIZENS

A member of the public that wishes to address the City Council on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the City Council that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak regarding issues not on the agenda and two (2) minutes per item on the agenda and may not cede or pool time. Those requiring the

assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the City Council must present the documents to the City Secretary or City Attorney providing at least seven (7) copies; if seven (7) copies are not provided, the City Council will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

No one spoke during the Presentation of Citizens.

BUDGET WORKSHOP

For discussion purposes only and no action shall be taken.

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

This item was presented by Deputy City Administrator Shawn Cox.

The presentation is on file. No action was taken.

BUSINESS AGENDA

- 2. Discussion and possible action to award Request for Bids #MAINT 2026-01: 2026 Roadway Maintenance Project to a bidder and to authorize the City Administrator to finalize and execute the agreement with the selected bidder.** *Sponsor: Mayor Bill Foulds, Jr.*

A motion was made by Council Member Crow and seconded by Mayor Pro Tem Manassian, to approve Brook Paving and Construction, LLC for \$322,649.71. The motion carried unanimously 5 to 0.

Mayor Foulds directed staff to notify Rambo Lodge and to place message boards in appropriate locations to inform the public. Council requested that staff use the state-issued template contract for state agency agreements to minimize the risk of contractor related delays.

CLOSED SESSION

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Crow, to go into Closed Session for items 3-6, under sections 551.074, 551.071, and 551.072. The motion carried unanimously 5 to 0.

Closed Session began at 7:14 p.m.

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

Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), 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.

3. **Deliberation on the appointment, employment, evaluation, reassignment, and duties of the Building Official and the potential appointment of an Interim Building Official.** *(Deliberation Regarding Personnel, 551.074)*
4. **Deliberation on the appointment, employment, evaluation, reassignment, and duties of the Sign Administrator and the potential appointment of an Interim Sign Administrator.** *(Deliberation Regarding Personnel, 551.074)*
5. **Consultation with City Attorney regarding legal rights, procedures, and potential litigation relating to entry upon private property for surveys and environmental assessments, and to deliberate regarding the acquisition, value, and scope of proposed easements or other real property interests necessary for public infrastructure improvements.** *(Consultation with Attorney, 551.071, Deliberation Regarding Real Property, 551.072)*
6. **Consultation with City Attorney regarding legal advice concerning City authority, obligations, and potential legal issues related to public infrastructure and development matters.** *(Consultation with Attorney, 551.071)*

Closed Session ended at 8:06 p.m.

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Crow, to bring item 3 out of Closed Session. The motion carried unanimously 5 to 0.

A motion was made by Council Member Tahuahua and seconded by Council Member Crow, to appoint BJ Bealor with BB Inspections Services to serve as Interim Building Official until a permanent City employee is appointed to the position. The motion carried unanimously 5 to 0.

ADJOURN

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

The meeting was adjourned at 8:07 p.m.



HERITAGE PUBLIC IMPROVEMENT DISTRICT 2026 ANNUAL SERVICE PLAN UPDATE

AUGUST 18, 2026

INTRODUCTION

Capitalized terms used in this 2026 Annual Service Plan Update not otherwise defined herein shall have the meanings set forth in the Heritage Public Improvement District 2025 Amended and Restated Service and Assessment Plan (the “2025 A&R SAP”).

The District was created pursuant to the PID Act by Resolution No. 2017-74 on November 14, 2017 by the governing body of the City (the “Governing Body”) to finance certain Authorized Improvements for the benefit of the property in the District.

On June 6, 2023, the Governing Body approved the Heritage Public Improvement District Service and Assessment Plan (the “2023 SAP”) for the District by adopting Ordinance No. 2023-17 which (1) approved the levy of certain Assessments for Assessed Property within Improvement Area #1; (2) approved the Improvement Area #1 Assessment Roll, and (3) approved the issuance of the Improvement Area #1 Bonds.

On July 2, 2024, the Governing Body approved the 2024 Annual Service Plan Update for the District by adopting Ordinance No. 2024-25 which updated each Assessment Roll within the District for 2024.

On September 17, 2024, the Governing Body approved the Heritage Public Improvement District 2024 Amended and Restated Service and Assessment Plan (the “2024 A&R SAP”) for the District by adopting Ordinance No. 2024-29 which served to replace the 2023 SAP in its entirety for the purposes of (1) approving the levy of certain Assessments for Assessed Property within Improvement Area #2; (2) approving the Improvement Area #2 Assessment Roll, and (3) approving the issuance of the Improvement Area #2 Bonds.

On August 19, 2025, the Governing Body approved the 2025 Annual Service Plan Update for the District by adopting Ordinance No. 2025-23 which updated each Assessment Roll within the District for 2025.

On October 21, 2025, the Governing Body approved the 2025 A&R SAP by adopting Ordinance No. 2025-O-34 which served to replace the 2024 A&R SAP in its entirety for the purposes of (1) approving the levy of certain Assessments for Assessed Property within Improvement Area #3A; (2) approving the levy of certain Assessments for Assessed Property within Improvement Area #3B; (3) issuing the Improvement Area #3A- Improvement Area #3B Bonds; (4) approving the Improvement Area #3A Assessment Roll; and (6) approving the Improvement Area #3B Assessment Roll.

The 2025 A&R SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the 2025 A&R SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2026.

The Governing Body also adopted each Assessment Roll identifying the Assessments on Parcels of Assessed Property within the District, based on the method of assessment identified in the 2025 A&R SAP. This 2026 Annual Service Plan Update also updates the Assessment Rolls for 2026.

PARCEL SUBDIVISION

Improvement Area #1

- The final plat of Heritage Dripping Springs PH1 was filed and recorded with the County as document number 22033539 on July 7, 2022.

Improvement Area #2

- The final plat of Heritage Dripping Springs Phase 2 was filed and recorded with the County as document number 24012412 on April 4, 2024.

Improvement Area #3A

- The final plat of Heritage Dripping Springs Phase 3 was filed and recorded with the County as document number 25015703 on May 2, 2025.

Improvement Area #3B

- The final plat of Heritage Dripping Springs Phase 3 was filed and recorded with the County as document number 25015703 on May 2, 2025.

See **Exhibit C** for the Lot Type classification map.

LOT AND HOME SALES

Current ownership within the District is based on information provided by the Developer and available information and is subject to change as development occurs and property is conveyed. Updated ownership and development information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") by searching for the District. For Assessments securing reimbursement obligations to the Developer, the summary of current ownership within the property securing such Assessment is based on information provided by the Developer and other publicly available records. See **Exhibit D** for buyer disclosures.

AUTHORIZED IMPROVEMENTS

A summary of the Authorized Improvements, including the original estimated costs of the Authorized Improvements and allocation of such costs, is provided in the 2025 A&R SAP. The

Authorized Improvements and estimated costs as described in the 2025 A&R SAP are for Assessment purposes and do not represent a guarantee of construction timing or Actual Costs.

Information regarding the status of Authorized Improvements, including construction progress, estimated completion timing, and budget information, including any updates to the original estimates of costs, is based on information provided by the Developer and other available project information at the time such information is compiled. Such information may be updated from time to time.

OUTSTANDING ASSESSMENT

Improvement Area #1

Improvement Area #1 has an outstanding Assessment of \$6,728,074.85, which is less than the debt service due on the outstanding Improvement Area #1 Bonds due to Prepayment of Assessment for which Improvement Area #1 Bonds have not yet been redeemed.

Improvement Area #2

Improvement Area #2 has an outstanding Assessment of \$6,715,109.82, which is less than the debt service due on the outstanding Improvement Area #2 Bonds due to Prepayment of Assessment for which Improvement Area #2 Bonds have not yet been redeemed.

Improvement Area #3A

Improvement Area #3A has an outstanding Assessment of \$4,170,955.94, which is less than the debt service due on the outstanding Improvement Area #3A Bonds due to Prepayment of Assessment for which Improvement Area #3A Bonds have not yet been redeemed.

Improvement Area #3B

Improvement Area #3B has an outstanding Assessment of \$2,759,000.00.

Information for Assessments securing PID Bonds may be available through continuing disclosure filings accessible via EMMA website by searching for the District. For Assessments securing reimbursement obligations to the Developer, the summary of current construction status within the property securing such Assessment is based on information provided by the Developer and other publicly available records. A debt service schedule is attached as **Exhibit B-1, Exhibit B-2, Exhibit B-3, and Exhibit B-4.**

ANNUAL INSTALLMENT DUE 1/31/2027

Improvement Area #1

- **Principal and Interest** – The total principal and interest required for the Improvement Area #1 Annual Installment is shown below.
- **Prepayment and Delinquency Reserve** – Additional Interest is collected and deposited into an account of the Reserve Fund. The Additional Interest is calculated in accordance with the governing documents, resulting in Improvement Area #1 Annual Installment as shown below.

Improvement Area #1	
Due January 31, 2027	
Principal	\$ 121,000.00
Interest	\$ 363,936.26
Additional Interest	\$ 33,850.00
Annual Collection Costs	\$ 37,567.93
Total Annual Installment	\$ 556,354.19

- **Annual Collection Costs** – The cost of administering the District shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for Improvement Area #1 is shown below.

Annual Collection Costs Breakdown	
Improvement Area #1	
PID Administrator	\$ 23,882.47
City Auditor	\$ 380.65
Filing Fees	\$ 380.65
County Collection	\$ 380.65
PID Trustee Fees	\$ 4,500.00
P3 Works Dev.Issuer CDA Review	\$ 4,025.00
Collection Cost Maintenance Balance	\$ 10,000.00
Less CCMB Credit from Prior Years	\$ (7,481.49)
Arbitrage Calculation	\$ 1,500.00
Total Annual Collection Costs	\$ 37,567.93

Improvement Area #2

- **Principal and Interest** – The total principal and interest required for the Improvement Area #2 Annual Installment is shown below.

- **Prepayment and Delinquency Reserve** – Additional Interest is collected and deposited into an account of the Reserve Fund. The Additional Interest is calculated in accordance with the governing documents, resulting in Improvement Area #2 Annual Installment as shown below.

Improvement Area #2	
Due January 31, 2027	
Principal	\$ 120,000.00
Interest	\$ 341,817.50
Additional Interest	\$ 33,790.00
Annual Collection Costs	\$ 37,567.93
Total Annual Installment	\$ 533,175.43

- **Annual Collection Costs** – The cost of administering the District shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for Improvement Area #2 is shown below.

Annual Collection Costs Breakdown	
Improvement Area #2	
PID Administrator	\$ 23,985.92
City Auditor	\$ 382.29
Filing Fees	\$ 382.29
County Collection	\$ 382.29
PID Trustee Fees	\$ 4,500.00
P3 Works Dev.Issuer CDA Review	\$ 4,025.00
Collection Cost Maintenance Balance	\$ 10,000.00
Less CCMB Credit from Prior Years	\$ (20,000.00)
Arbitrage Calculation	\$ 1,500.00
Total Annual Collection Costs	\$ 25,157.79

Improvement Area #3A

- **Principal and Interest** – The total principal and interest required for the Improvement Area #3A Annual Installment is shown below.
- **Prepayment and Delinquency Reserve** – Additional Interest is collected and deposited into an account of the Reserve Fund. The Additional Interest is calculated in accordance with the governing documents, resulting in Improvement Area #3A Annual Installment as shown below.

Improvement Area #3A	
Due January 31, 2027	
Principal	\$ 70,000.00
Interest	\$ 226,238.76
Additional Interest	\$ 21,310.00
Annual Collection Costs	\$ 27,345.36
Total Annual Installment	\$ 344,894.12

- **Annual Collection Costs** – The cost of administering the District shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for Improvement Area #3A is shown below.

Annual Collection Costs Breakdown Improvement Area #3A	
PID Administrator	\$ 9,028.96
City Auditor	\$ 143.90
Filing Fees	\$ 143.90
County Collection	\$ 143.90
PID Trustee Fees	\$ 2,731.66
Draw Request Review	\$ 6,980.91
P3 Works Dev.Issuer CDA Review	\$ 2,443.32
Collection Cost Maintenance Balance	\$ 6,070.36
Less CCMB Credit from Prior Years	\$ (1,252.12)
Arbitrage Calculation	\$ 910.55
Total Annual Collection Costs	\$ 27,345.36

Improvement Area #3B

- **Principal and Interest** – The total principal and interest required for the Improvement Area #3B Annual Installment is shown below.
- **Prepayment and Delinquency Reserve** – Additional Interest is collected and deposited into an account of the Reserve Fund. The Additional Interest is calculated in accordance with the governing documents, resulting in Improvement Area #3B Annual Installment as shown below.

Improvement Area #3B	
Due January 31, 2027	
Principal	\$ 46,000.00
Interest	\$ 146,460.00
Additional Interest	\$ 13,795.00
Annual Collection Costs	\$ 17,701.99
Total Annual Installment	\$ 223,956.99

- **Annual Collection Costs** – The cost of administering the District shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for Improvement Area #3B is shown below.

Annual Collection Costs Breakdown Improvement Area #3B	
PID Administrator	\$ 5,844.89
City Auditor	\$ 93.16
Filing Fees	\$ 93.16
County Collection	\$ 93.16
PID Trustee Fees	\$ 1,768.34
Draw Request Review	\$ 4,519.09
P3 Works Dev.Issuer CDA Review	\$ 1,581.68
Collection Cost Maintenance Balance	\$ 3,929.64
Less CCMB Credit from Prior Years	\$ (810.56)
Arbitrage Calculation	\$ 589.45
Total Annual Collection Costs	\$ 17,701.99

PREPAYMENT OF ASSESSMENTS

Information regarding any full or partial Prepayments of the Assessments is reflected in the corresponding Assessment Roll.

SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years, and is included below:

Improvement Area #1						
Installments Due		1/31/2027	1/31/2028	1/31/2029	1/31/2030	1/31/2031
Principal		\$ 121,000.00	\$ 126,000.00	\$ 132,000.00	\$ 138,000.00	\$ 144,000.00
Interest		363,936.26	358,491.26	352,821.26	346,881.26	340,671.26
	(1)	\$ 484,936.26	\$ 484,491.26	\$ 484,821.26	\$ 484,881.26	\$ 484,671.26
Annual Collection Costs	(2)	\$ 37,567.93	\$ 34,220.41	\$ 34,904.82	\$ 35,602.91	\$ 36,314.97
Additional Interest	(3)	\$ 33,850.00	\$ 33,245.00	\$ 32,615.00	\$ 31,955.00	\$ 31,265.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 556,354.19	\$ 551,956.67	\$ 552,341.08	\$ 552,439.17	\$ 552,251.23

Improvement Area #2						
Installments Due		1/31/2027	1/31/2028	1/31/2029	1/31/2030	1/31/2031
Principal		\$ 120,000.00	\$ 125,000.00	\$ 130,000.00	\$ 135,000.00	\$ 141,000.00
Interest		341,817.50	336,717.50	331,405.00	325,880.00	320,142.50
	(1)	\$ 461,817.50	\$ 461,717.50	\$ 461,405.00	\$ 460,880.00	\$ 461,142.50
Annual Collection Costs	(2)	\$ 37,567.93	\$ 34,220.41	\$ 34,904.82	\$ 35,602.91	\$ 36,314.97
Additional Interest	(3)	\$ 33,790.00	\$ 33,190.00	\$ 32,565.00	\$ 31,915.00	\$ 31,240.00

Improvement Area #3A						
Installments Due		1/31/2027	1/31/2028	1/31/2029	1/31/2030	1/31/2031
Principal		\$ 70,000.00	\$ 73,000.00	\$ 76,000.00	\$ 79,000.00	\$ 83,000.00
Interest		226,238.76	223,263.76	220,161.26	216,931.26	213,573.76
	(1)	\$ 296,238.76	\$ 296,263.76	\$ 296,161.26	\$ 295,931.26	\$ 296,573.76
Annual Collection Costs	(2)	\$ 27,345.36	\$ 22,048.90	\$ 22,489.88	\$ 22,939.68	\$ 23,398.47
Additional Interest	(3)	\$ 21,310.00	\$ 20,960.00	\$ 20,595.00	\$ 20,215.00	\$ 19,820.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 344,894.12	\$ 339,272.66	\$ 339,246.14	\$ 339,085.94	\$ 339,792.23

Improvement Area #3B						
Installments Due		1/31/2027	1/31/2028	1/31/2029	1/31/2030	1/31/2031
Principal		\$ 46,000.00	\$ 47,000.00	\$ 49,000.00	\$ 51,000.00	\$ 53,000.00
Interest		146,460.00	144,505.00	142,507.50	140,425.00	138,257.50
	(1)	\$ 192,460.00	\$ 191,505.00	\$ 191,507.50	\$ 191,425.00	\$ 191,257.50
Annual Collection Costs	(2)	\$ 17,701.99	\$ 14,273.33	\$ 14,558.80	\$ 14,849.98	\$ 15,146.98
Additional Interest	(3)	\$ 13,795.00	\$ 13,565.00	\$ 13,330.00	\$ 13,085.00	\$ 12,830.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 223,956.99	\$ 219,343.33	\$ 219,396.30	\$ 219,359.98	\$ 219,234.48

ASSESSMENT ROLL

The list of current Parcels or Lots within the District, the corresponding total Assessments, and current Annual Installment are shown on the corresponding Assessment Roll attached hereto as **Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4**. The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot. The Parcels or Lots of Assessed Property shown on the corresponding Assessment Roll will receive the bills for the 2026 Annual Installments which will be delinquent if not paid by January 31, 2027. The Parcel IDs shown within an Assessment Roll are subject to change based on the final certified rolls provided by the County prior to billing.

ADDITIONAL INFORMATION

If the owner of a Parcel claims that an error has been made in any Assessment Roll required by the 2025 A&R SAP, a prior Annual Service Plan Update, or this 2026 Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator (at admin@p3-works.com) by December 1st of the year in connection with the approval of such year's Annual Service Plan Update. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the Annual Service Plan Update. The Administrator shall provide a written response to the Governing Body and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The Governing Body shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the Governing Body shall make a final determination as to whether an error has been made. If the Governing Body determines that an error has been made, the Governing Body shall take such corrective action as is authorized by the PID Act, this 2026 Annual Service Plan Update, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the Governing Body. The determination by the Governing Body as to whether an error has been made, and any corrective action taken by the Governing Body shall be final and binding on the owner and the Administrator.

EXHIBIT A-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID ^[a]	Lot Type	Note	Improvement Area #1 ^[d]	
			Outstanding Assessment ^[b]	Annual Installment Due 1/31/2027
R186658	Non-Benefited		\$0.00	\$0.00
R186659	3		\$45,570.81	\$3,746.56
R186660	3		\$45,570.81	\$3,746.56
R186661	3		\$45,570.81	\$3,746.56
R186662	3		\$45,570.81	\$3,746.56
R186663	3		\$45,570.81	\$3,746.56
R186664	3		\$45,570.81	\$3,746.56
R186665	3		\$45,570.81	\$3,746.56
R186666	3		\$45,570.81	\$3,746.56
R186667	3		\$45,570.81	\$3,746.56
R186668	3		\$45,570.81	\$3,746.56
R186669	2		\$41,925.15	\$3,446.83
R186670	3		\$45,570.81	\$3,746.56
R186671	3		\$45,570.81	\$3,746.56
R186672	2		\$41,925.15	\$3,446.83
R186673	3		\$45,570.81	\$3,746.56
R186674	3		\$45,570.81	\$3,746.56
R186675	Non-Benefited		\$0.00	\$0.00
R186676	3		\$45,570.81	\$3,746.56
R186677	2		\$41,925.15	\$3,446.83
R186678	2		\$41,925.15	\$3,446.83
R186679	2		\$41,925.15	\$3,446.83
R186680	2		\$41,925.15	\$3,446.83
R186681	2		\$41,925.15	\$3,446.83
R186682	2		\$41,925.15	\$3,446.83
R186683	2		\$41,925.15	\$3,446.83
R186684	2		\$41,925.15	\$3,446.83
R186685	2		\$41,925.15	\$3,446.83
R186686	3		\$45,570.81	\$3,746.56
R186687	3		\$45,570.81	\$3,746.56
R186688	2		\$41,925.15	\$3,446.83
R186689	2		\$41,925.15	\$3,446.83
R186690	2		\$41,925.15	\$3,446.83
R186691	2		\$41,925.15	\$3,446.83
R186692	2		\$41,925.15	\$3,446.83
R186693	2		\$41,925.15	\$3,446.83

Property ID ^[a]	Lot Type	Note	Improvement Area #1 ^[d]	
			Outstanding Assessment ^[b]	Annual Installment Due 1/31/2027
R186694	2		\$41,925.15	\$3,446.83
R186695	2		\$41,925.15	\$3,446.83
R186696	2		\$41,925.15	\$3,446.83
R186697	2		\$41,925.15	\$3,446.83
R186698	2		\$41,925.15	\$3,446.83
R186699	2		\$41,925.15	\$3,446.83
R186700	2		\$41,925.15	\$3,446.83
R186701	2		\$41,925.15	\$3,446.83
R186702	2		\$41,925.15	\$3,446.83
R186703	2		\$41,925.15	\$3,446.83
R186704	2		\$41,925.15	\$3,446.83
R186705	2		\$41,925.15	\$3,446.83
R186706	2		\$41,925.15	\$3,446.83
R186707	Non-Benefited		\$0.00	\$0.00
R186708	3		\$45,570.81	\$3,746.56
R186709	3		\$45,570.81	\$3,746.56
R186710	3		\$45,570.81	\$3,746.56
R186711	3		\$45,570.81	\$3,746.56
R186712	3		\$45,570.81	\$3,746.56
R186713	3		\$45,570.81	\$3,746.56
R186714	3		\$45,570.81	\$3,746.56
R186715	3		\$45,570.81	\$3,746.56
R186716	3		\$45,570.81	\$3,746.56
R186717	2		\$41,925.15	\$3,446.83
R186718	2		\$41,925.15	\$3,446.83
R186719	2		\$41,925.15	\$3,446.83
R186720	2		\$41,925.15	\$3,446.83
R186721	2		\$41,925.15	\$3,446.83
R186722	2		\$41,925.15	\$3,446.83
R186723	2		\$41,925.15	\$3,446.83
R186724	2		\$41,925.15	\$3,446.83
R186725	2		\$41,925.15	\$3,446.83
R186726	2		\$41,925.15	\$3,446.83
R186727	2		\$41,925.15	\$3,446.83
R186728	2		\$41,925.15	\$3,446.83
R186729	2		\$41,925.15	\$3,446.83
R186730	2		\$41,925.15	\$3,446.83
R186731	2		\$41,925.15	\$3,446.83
R186732	2		\$41,925.15	\$3,446.83

Property ID ^[a]	Lot Type	Note	Improvement Area #1 ^[d]	
			Outstanding Assessment ^[b]	Annual Installment Due 1/31/2027
R186733	2	[c]	\$41,925.15	\$3,446.83
R186734	2		\$41,925.15	\$3,446.83
R186735	2		\$41,925.15	\$3,446.83
R186736	2		\$41,925.15	\$3,446.83
R186737	2		\$41,925.15	\$3,446.83
R186738	2		\$41,925.15	\$3,446.83
R186739	2		\$41,925.15	\$3,446.83
R186740	2		\$41,925.15	\$3,446.83
R186741	2		\$41,925.15	\$3,446.83
R186742	2		\$41,925.15	\$3,446.83
R186743	2		\$41,925.15	\$3,446.83
R186744	2		\$41,925.15	\$3,446.83
R186745	2		\$41,925.15	\$3,446.83
R186746	2		\$0.00	\$0.00
R186747	2		\$41,925.15	\$3,446.83
R186748	2		\$41,925.15	\$3,446.83
R186749	2		\$41,925.15	\$3,446.83
R186750	2		\$41,925.15	\$3,446.83
R186751	2		\$41,925.15	\$3,446.83
R186752	2		\$41,925.15	\$3,446.83
R186753	2		\$41,925.15	\$3,446.83
R186754	2		\$41,925.15	\$3,446.83
R186755	2		\$41,925.15	\$3,446.83
R186756	2		\$41,925.15	\$3,446.83
R186757	2		\$41,925.15	\$3,446.83
R186758	2		\$41,925.15	\$3,446.83
R186759	2		\$41,925.15	\$3,446.83
R186760	2		\$41,925.15	\$3,446.83
R186761	2		\$41,925.15	\$3,446.83
R186762	2		\$41,925.15	\$3,446.83
R186763	2		\$41,925.15	\$3,446.83
R186764	2		\$41,925.15	\$3,446.83
R186765	2		\$41,925.15	\$3,446.83
R186766	2		\$41,925.15	\$3,446.83
R186767	2		\$41,925.15	\$3,446.83
R186768	2		\$41,925.15	\$3,446.83
R186769	2		\$41,925.15	\$3,446.83
R186770	2		\$41,925.15	\$3,446.83
R186771	2		\$41,925.15	\$3,446.83

Property ID ^[a]	Lot Type	Note	Improvement Area #1 ^[d]	
			Outstanding Assessment ^[b]	Annual Installment Due 1/31/2027
R186772	2		\$41,925.15	\$3,446.83
R186773	2		\$41,925.15	\$3,446.83
R186774	2		\$41,925.15	\$3,446.83
R186775	2		\$41,925.15	\$3,446.83
R186776	2		\$41,925.15	\$3,446.83
R186777	2		\$41,925.15	\$3,446.83
R186778	2		\$41,925.15	\$3,446.83
R186779	2		\$41,925.15	\$3,446.83
R186780	2		\$41,925.15	\$3,446.83
R186781	2		\$41,925.15	\$3,446.83
R186782	2		\$41,925.15	\$3,446.83
R186783	1		\$40,102.32	\$3,296.97
R186784	1		\$40,102.32	\$3,296.97
R186785	1		\$40,102.32	\$3,296.97
R186786	1		\$40,102.32	\$3,296.97
R186787	1		\$40,102.32	\$3,296.97
R186788	1		\$40,102.32	\$3,296.97
R186789	Non-Benefited		\$0.00	\$0.00
R186790	1		\$40,102.32	\$3,296.97
R186791	1		\$40,102.32	\$3,296.97
R186792	1		\$40,102.32	\$3,296.97
R186793	1		\$40,102.32	\$3,296.97
R186794	1		\$40,102.32	\$3,296.97
R186795	1		\$40,102.32	\$3,296.97
R186796	3		\$45,570.81	\$3,746.56
R186797	3		\$45,570.81	\$3,746.56
R186798	3		\$45,570.81	\$3,746.56
R186799	3		\$45,570.81	\$3,746.56
R186800	3		\$45,570.81	\$3,746.56
R186801	3		\$45,570.81	\$3,746.56
R186802	3		\$45,570.81	\$3,746.56
R186803	3		\$45,570.81	\$3,746.56
R186804	3		\$45,570.81	\$3,746.56
R186805	3		\$45,570.81	\$3,746.56
R186806	2		\$41,925.15	\$3,446.83
R186807	2		\$41,925.15	\$3,446.83
R186808	2		\$41,925.15	\$3,446.83
R186809	2		\$41,925.15	\$3,446.83
R186810	3		\$45,570.81	\$3,746.56

Property ID ^[a]	Lot Type	Note	Improvement Area #1 ^[d]	
			Outstanding Assessment ^[b]	Annual Installment Due 1/31/2027
R186811	3		\$45,570.81	\$3,746.56
R186812	3		\$45,570.81	\$3,746.56
R186813	3		\$45,570.81	\$3,746.56
R186814	3		\$45,570.81	\$3,746.56
R186815	3		\$45,570.81	\$3,746.56
R186816	3		\$45,570.81	\$3,746.56
R186817	3		\$45,570.81	\$3,746.56
R186818	3		\$45,570.81	\$3,746.56
R186819	3		\$45,570.81	\$3,746.56
Total			\$6,728,074.85	\$553,141.57

Footnotes:

[a] Property IDs preliminary and subject to change based on the final certified rolls provided by the County prior to billing.

[b] Outstanding Assessment prior to 1/31/2027 Annual Installment.

[c] Property ID Prepaid their Assessment in full.

[d] The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot.

EXHIBIT A-2 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

Property ID ^[a]	Lot Type	Notes	Improvement Area #2 ^[d]	
			Outstanding Assessment ^[b]	Annual Installment Due 1/31/2027
R205106	7		\$46,619.76	\$3,679.74
R205107	7		\$46,619.76	\$3,679.74
R205108	7		\$46,619.76	\$3,679.74
R205109	7		\$46,619.76	\$3,679.74
R205110	7		\$46,619.76	\$3,679.74
R205111	7		\$46,619.76	\$3,679.74
R205112	4		\$39,160.60	\$3,090.98
R205113	4		\$39,160.60	\$3,090.98
R205114	4		\$39,160.60	\$3,090.98
R205115	4		\$39,160.60	\$3,090.98
R205116	4		\$39,160.60	\$3,090.98
R205117	5		\$41,025.39	\$3,238.17
R205118	5		\$41,025.39	\$3,238.17
R205119	5		\$41,025.39	\$3,238.17
R205120	5		\$41,025.39	\$3,238.17
R205121	5		\$41,025.39	\$3,238.17
R205122	5		\$41,025.39	\$3,238.17
R205123	5		\$41,025.39	\$3,238.17
R205124	5		\$41,025.39	\$3,238.17
R205125	5		\$41,025.39	\$3,238.17
R205126	5		\$41,025.39	\$3,238.17
R205127	5		\$41,025.39	\$3,238.17
R205128	5		\$41,025.39	\$3,238.17
R205129	5		\$41,025.39	\$3,238.17
R205130	5		\$41,025.39	\$3,238.17
R205131	5		\$41,025.39	\$3,238.17
R205132	5		\$41,025.39	\$3,238.17
R205133	5		\$41,025.39	\$3,238.17
R205134	5		\$41,025.39	\$3,238.17
R205135	5		\$41,025.39	\$3,238.17
R205136	5		\$41,025.39	\$3,238.17
R205137	5		\$41,025.39	\$3,238.17
R205138	5		\$41,025.39	\$3,238.17
R205139	5		\$41,025.39	\$3,238.17
R205140	5		\$41,025.39	\$3,238.17
R205141	5		\$41,025.39	\$3,238.17

Property ID ^[a]	Lot Type	Notes	Improvement Area #2 ^[d]	
			Outstanding Assessment ^[b]	Annual Installment Due 1/31/2027
R205142	5		\$41,025.39	\$3,238.17
R205143	5		\$41,025.39	\$3,238.17
R205144	5		\$41,025.39	\$3,238.17
R205145	5		\$41,025.39	\$3,238.17
R205146	7		\$46,619.76	\$3,679.74
R205147	6		\$42,890.18	\$3,385.36
R205148	6		\$42,890.18	\$3,385.36
R205149	6		\$42,890.18	\$3,385.36
R205150	6		\$42,890.18	\$3,385.36
R205151	6		\$42,890.18	\$3,385.36
R205152	6		\$42,890.18	\$3,385.36
R205153	6		\$42,890.18	\$3,385.36
R205154	6		\$42,890.18	\$3,385.36
R205155	6		\$42,890.18	\$3,385.36
R205156	6		\$42,890.18	\$3,385.36
R205157	6		\$42,890.18	\$3,385.36
R205158	6		\$42,890.18	\$3,385.36
R205159	6		\$42,890.18	\$3,385.36
R205160	6		\$42,890.18	\$3,385.36
R205161	6		\$42,890.18	\$3,385.36
R205162	6		\$42,890.18	\$3,385.36
R205163	6		\$42,890.18	\$3,385.36
R205164	6		\$42,890.18	\$3,385.36
R205165	6		\$42,890.18	\$3,385.36
R205166	6		\$42,890.18	\$3,385.36
R205167	6		\$42,890.18	\$3,385.36
R205168	6		\$42,890.18	\$3,385.36
R205169	6		\$42,890.18	\$3,385.36
R205170	6		\$42,890.18	\$3,385.36
R205171	6		\$42,890.18	\$3,385.36
R205172	6		\$42,890.18	\$3,385.36
R205173	6		\$42,890.18	\$3,385.36
R205174	6		\$42,890.18	\$3,385.36
R205175	6		\$42,890.18	\$3,385.36
R205176	6		\$42,890.18	\$3,385.36
R205177	6		\$42,890.18	\$3,385.36
R205178	Non-Benefited		\$0.00	\$0.00
R205179	5		\$41,025.39	\$3,238.17
R205180	5		\$41,025.39	\$3,238.17

Property ID ^[a]	Lot Type	Notes	Improvement Area #2 ^[d]	
			Outstanding Assessment ^[b]	Annual Installment Due 1/31/2027
R205182	5		\$41,025.39	\$3,238.17
R205181	5		\$41,025.39	\$3,238.17
R205183	5		\$41,025.39	\$3,238.17
R205184	5		\$41,025.39	\$3,238.17
R205185	5		\$41,025.39	\$3,238.17
R205186	5		\$41,025.39	\$3,238.17
R205187	5		\$41,025.39	\$3,238.17
R205188	5		\$41,025.39	\$3,238.17
R205189	5		\$41,025.39	\$3,238.17
R205190	5		\$41,025.39	\$3,238.17
R205191	5		\$41,025.39	\$3,238.17
R205192	5		\$41,025.39	\$3,238.17
R205193	Non-Benefited		\$0.00	\$0.00
R205194	7		\$46,619.76	\$3,679.74
R205195	7		\$46,619.76	\$3,679.74
R205196	Non-Benefited		\$0.00	\$0.00
R205197	6		\$42,890.18	\$3,385.36
R205198	6		\$42,890.18	\$3,385.36
R205199	6		\$42,890.18	\$3,385.36
R205200	6		\$42,890.18	\$3,385.36
R205201	6		\$42,890.18	\$3,385.36
R205202	6		\$42,890.18	\$3,385.36
R205203	6		\$42,890.18	\$3,385.36
R205204	6		\$42,890.18	\$3,385.36
R205205	6		\$42,890.18	\$3,385.36
R205206	6		\$42,890.18	\$3,385.36
R205207	6		\$42,890.18	\$3,385.36
R205208	6		\$42,890.18	\$3,385.36
R205209	Non-Benefited		\$0.00	\$0.00
R205210	6		\$42,890.18	\$3,385.36
R205211	6		\$42,890.18	\$3,385.36
R205212	6		\$42,890.18	\$3,385.36
R205213	6		\$42,890.18	\$3,385.36
R205214	6		\$42,890.18	\$3,385.36
R205215	6		\$42,890.18	\$3,385.36
R205216	6		\$42,890.18	\$3,385.36
R205217	6		\$42,890.18	\$3,385.36
R205218	6		\$42,890.18	\$3,385.36
R205219	6		\$42,890.18	\$3,385.36

Property ID ^[a]	Lot Type	Notes	Improvement Area #2 ^[d]	
			Outstanding Assessment ^[b]	Annual Installment Due 1/31/2027
R205220	6	[c]	\$42,890.18	\$3,385.36
R205221	6		\$42,890.18	\$3,385.36
R205222	6		\$42,890.18	\$3,385.36
R205223	6		\$42,890.18	\$3,385.36
R205224	6		\$42,890.18	\$3,385.36
R205225	6		\$0.00	\$0.00
R205226	6		\$42,890.18	\$3,385.36
R205227	6		\$42,890.18	\$3,385.36
R205228	6		\$42,890.18	\$3,385.36
R205229	6		\$42,890.18	\$3,385.36
R205230	6		\$42,890.18	\$3,385.36
R205231	6		\$42,890.18	\$3,385.36
R205232	5		\$41,025.39	\$3,238.17
R205233	5		\$41,025.39	\$3,238.17
R205234	5		\$41,025.39	\$3,238.17
R205235	5		\$41,025.39	\$3,238.17
R205236	5		\$41,025.39	\$3,238.17
R205237	5		\$41,025.39	\$3,238.17
R205238	5		\$41,025.39	\$3,238.17
R205239	5		\$41,025.39	\$3,238.17
R205240	5		\$41,025.39	\$3,238.17
R205241	5		\$41,025.39	\$3,238.17
R205242	5		\$41,025.39	\$3,238.17
R205243	5		\$41,025.39	\$3,238.17
R205244	5		\$41,025.39	\$3,238.17
R205245	5		\$41,025.39	\$3,238.17
R205246	5		\$41,025.39	\$3,238.17
R205247	5		\$41,025.39	\$3,238.17
R205248	5		\$41,025.39	\$3,238.17
R205249	5		\$41,025.39	\$3,238.17
R205250	5		\$41,025.39	\$3,238.17
R205251	5		\$41,025.39	\$3,238.17
R205252	5		\$41,025.39	\$3,238.17
R205253	5		\$41,025.39	\$3,238.17
R205254	5		\$41,025.39	\$3,238.17
R205255	5		\$41,025.39	\$3,238.17
R205256	5		\$41,025.39	\$3,238.17
R205257	Non-Benefited		\$0.00	\$0.00
R205258	6		\$42,890.18	\$3,385.36

Property ID ^[a]	Lot Type	Notes	Improvement Area #2 ^[d]	
			Outstanding Assessment ^[b]	Annual Installment Due 1/31/2027
R205259	6		\$42,890.18	\$3,385.36
R205260	6		\$42,890.18	\$3,385.36
R205261	6		\$42,890.18	\$3,385.36
R205262	6		\$42,890.18	\$3,385.36
R205263	6		\$42,890.18	\$3,385.36
R205264	6		\$42,890.18	\$3,385.36
R205265	6		\$42,890.18	\$3,385.36
R205266	6		\$42,890.18	\$3,385.36
R205267	7		\$46,619.76	\$3,679.74
R205268	7		\$46,619.76	\$3,679.74
R205269	7		\$46,619.76	\$3,679.74
R205270	Non-Benefited		\$0.00	\$0.00
R205272	4		\$39,160.60	\$3,090.98
Total			\$6,715,109.82	\$530,029.60

Footnotes:

[a] Property IDs preliminary and subject to change based on the final certified rolls provided by the County prior to billing.

[b] Outstanding Assessment prior to 1/31/2027 Annual Installment.

[c] Property ID Prepaid their Assessment in full.

[d] The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot.

EXHIBIT A-3 – IMPROVEMENT AREA #3A ASSESSMENT ROLL

Property ID ^[a]	Lot Type	Notes	Improvement Area #3A ^[d]	
			Outstanding Assessment ^[b]	Annual Installment Due 1/31/2027
R211894	10	[c]	\$47,418.78	\$3,843.91
R211895	10		\$47,418.78	\$3,843.91
R211896	10		\$0.00	\$0.00
R211897	10		\$47,418.78	\$3,843.91
R211898	10		\$47,418.78	\$3,843.91
R211899	10		\$47,418.78	\$3,843.91
R211900	Non-Benefited		\$0.00	\$0.00
R211901	9	[c]	\$43,625.28	\$3,536.40
R211902	9		\$43,625.28	\$3,536.40
R211903	9		\$43,625.28	\$3,536.40
R211904	9		\$43,625.28	\$3,536.40
R211905	9		\$43,625.28	\$3,536.40
R211906	9		\$0.00	\$0.00
R211907	9		\$43,625.28	\$3,536.40
R211908	9		\$43,625.28	\$3,536.40
R211909	8		\$41,728.53	\$3,382.64
R211910	8		\$41,728.53	\$3,382.64
R211911	8		\$41,728.53	\$3,382.64
R211912	8		\$41,728.53	\$3,382.64
R211913	8		\$41,728.53	\$3,382.64
R211914	8		\$41,728.53	\$3,382.64
R211915	8		\$41,728.53	\$3,382.64
R211916	8		\$41,728.53	\$3,382.64
R211917	8		\$41,728.53	\$3,382.64
R211918	8		\$41,728.53	\$3,382.64
R211919	8		\$41,728.53	\$3,382.64
R211920	8		\$41,728.53	\$3,382.64
R211921	8		\$41,728.53	\$3,382.64
R211922	8		\$41,728.53	\$3,382.64
R211923	8		\$41,728.53	\$3,382.64
R211924	8		\$41,728.53	\$3,382.64
R211925	8		\$41,728.53	\$3,382.64
R211926	8		\$41,728.53	\$3,382.64
R211927	8		\$41,728.53	\$3,382.64

Property ID ^[a]	Lot Type	Notes	Improvement Area #3A ^[d]	
			Outstanding Assessment ^[b]	Annual Installment Due 1/31/2027
R211928	8		\$41,728.53	\$3,382.64
R211929	8		\$41,728.53	\$3,382.64
R211930	8		\$41,728.53	\$3,382.64
R211931	8		\$41,728.53	\$3,382.64
R211932	10		\$47,418.78	\$3,843.91
R211933	10		\$47,418.78	\$3,843.91
R211934	10		\$47,418.78	\$3,843.91
R211935	10		\$47,418.78	\$3,843.91
R211936	10		\$47,418.78	\$3,843.91
R211937	10		\$47,418.78	\$3,843.91
R211938	10		\$47,418.78	\$3,843.91
R211939	10		\$47,418.78	\$3,843.91
R211940	10		\$47,418.78	\$3,843.91
R211941	10		\$47,418.78	\$3,843.91
R211942	10		\$47,418.78	\$3,843.91
R211943	10		\$47,418.78	\$3,843.91
R211944	10		\$47,418.78	\$3,843.91
R211945	10		\$47,418.78	\$3,843.91
R211946	8		\$41,728.53	\$3,382.64
R211947	8		\$41,728.53	\$3,382.64
R211948	8		\$41,728.53	\$3,382.64
R211949	8		\$41,728.53	\$3,382.64
R211950	8		\$41,728.53	\$3,382.64
R211951	8		\$41,728.53	\$3,382.64
R211952	8		\$41,728.53	\$3,382.64
R211953	8		\$41,728.53	\$3,382.64
R211954	8		\$41,728.53	\$3,382.64
R211955	8		\$41,728.53	\$3,382.64
R211956	8		\$41,728.53	\$3,382.64
R211957	10		\$47,418.78	\$3,843.91
R211958	10		\$47,418.78	\$3,843.91
R211959	10		\$47,418.78	\$3,843.91
R211960	10		\$47,418.78	\$3,843.91
R211961	10		\$47,418.78	\$3,843.91
R211962	9		\$43,625.28	\$3,536.40
R211963	9		\$43,625.28	\$3,536.40
R211964	9		\$43,625.28	\$3,536.40

Property ID ^[a]	Lot Type	Notes	Improvement Area #3A ^[d]	
			Outstanding Assessment ^[b]	Annual Installment Due 1/31/2027
R211965	9		\$43,625.28	\$3,536.40
R211966	9		\$43,625.28	\$3,536.40
R211967	9		\$43,625.28	\$3,536.40
R211968	9		\$43,625.28	\$3,536.40
R211969	9		\$43,625.28	\$3,536.40
R211970	9		\$43,625.28	\$3,536.40
R211971	9		\$43,625.28	\$3,536.40
R211972	9		\$43,625.28	\$3,536.40
R211973	9		\$43,625.28	\$3,536.40
R211974	9		\$43,625.28	\$3,536.40
R211975	9		\$43,625.28	\$3,536.40
R211976	9		\$43,625.28	\$3,536.40
R211977	9		\$43,625.28	\$3,536.40
R211978	9		\$43,625.28	\$3,536.40
R211979	9		\$43,625.28	\$3,536.40
R211980	9		\$43,625.28	\$3,536.40
R211981	9		\$43,625.28	\$3,536.40
R211982	9		\$43,625.28	\$3,536.40
R211983	9		\$43,625.28	\$3,536.40
R211984	9		\$43,625.28	\$3,536.40
R211985	9		\$43,625.28	\$3,536.40
R211986	9		\$43,625.28	\$3,536.40
R211987	9		\$43,625.28	\$3,536.40
R211988	9		\$43,625.28	\$3,536.40
R211989	9		\$43,625.28	\$3,536.40
R211990	9		\$43,625.28	\$3,536.40
R211991	9		\$43,625.28	\$3,536.40
R211992	Non-Benefited		\$0.00	\$0.00
Total			\$4,170,955.94	\$338,110.71

Footnotes:

- [a] Property IDs preliminary and subject to change based on the final certified rolls provided by the County prior to billing.
- [b] Outstanding Assessment prior to 1/31/2027 Annual Installment.
- [c] Property ID Prepaid their Assessment in full.
- [d] The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot.

EXHIBIT A-4 – IMPROVEMENT AREA #3B ASSESSMENT ROLL

Property ID ^[a]	Lot Type	Improvement Area #3B ^[c]	
		Outstanding Assessment ^[b]	Annual Installment Due 1/31/2027
R211993	11	\$39,820.62	\$3,232.37
R211994	11	\$39,820.62	\$3,232.37
R211995	11	\$39,820.62	\$3,232.37
R211996	11	\$39,820.62	\$3,232.37
R211997	11	\$39,820.62	\$3,232.37
R211998	11	\$39,820.62	\$3,232.37
R211999	11	\$39,820.62	\$3,232.37
R212000	11	\$39,820.62	\$3,232.37
R212001	11	\$39,820.62	\$3,232.37
R212002	11	\$39,820.62	\$3,232.37
R212003	11	\$39,820.62	\$3,232.37
R212004	11	\$39,820.62	\$3,232.37
R212005	11	\$39,820.62	\$3,232.37
R212006	11	\$39,820.62	\$3,232.37
R212007	11	\$39,820.62	\$3,232.37
R212008	11	\$39,820.62	\$3,232.37
R212009	11	\$39,820.62	\$3,232.37
R212010	11	\$39,820.62	\$3,232.37
R212011	11	\$39,820.62	\$3,232.37
R212012	11	\$39,820.62	\$3,232.37
R212013	11	\$39,820.62	\$3,232.37
R212014	11	\$39,820.62	\$3,232.37
R212015	11	\$39,820.62	\$3,232.37
R212016	Non-Benefited	\$0.00	\$0.00
R212017	11	\$39,820.62	\$3,232.37
R212018	11	\$39,820.62	\$3,232.37
R212019	11	\$39,820.62	\$3,232.37
R212020	11	\$39,820.62	\$3,232.37
R212021	11	\$39,820.62	\$3,232.37
R212022	11	\$39,820.62	\$3,232.37
R212023	11	\$39,820.62	\$3,232.37
R212024	11	\$39,820.62	\$3,232.37
R212025	11	\$39,820.62	\$3,232.37
R212026	11	\$39,820.62	\$3,232.37
R212027	11	\$39,820.62	\$3,232.37
R212028	11	\$39,820.62	\$3,232.37

		Improvement Area #3B ^[c]	
Property ID ^[a]	Lot Type	Outstanding Assessment ^[b]	Annual Installment Due 1/31/2027
R212029	11	\$39,820.62	\$3,232.37
R212030	11	\$39,820.62	\$3,232.37
R212031	11	\$39,820.62	\$3,232.37
R212032	11	\$39,820.62	\$3,232.37
R212033	11	\$39,820.62	\$3,232.37
R212034	11	\$39,820.62	\$3,232.37
R212035	11	\$39,820.62	\$3,232.37
R212036	11	\$39,820.62	\$3,232.37
R212037	11	\$39,820.62	\$3,232.37
R212038	11	\$39,820.62	\$3,232.37
R212039	12	\$43,613.06	\$3,540.21
R212040	12	\$43,613.06	\$3,540.21
R212041	12	\$43,613.06	\$3,540.21
R212042	12	\$43,613.06	\$3,540.21
R212043	12	\$43,613.06	\$3,540.21
R212044	12	\$43,613.06	\$3,540.21
R212045	12	\$43,613.06	\$3,540.21
R212046	12	\$43,613.06	\$3,540.21
R212047	12	\$43,613.06	\$3,540.21
R212048	12	\$43,613.06	\$3,540.21
R212049	12	\$43,613.06	\$3,540.21
R212050	12	\$43,613.06	\$3,540.21
R212051	12	\$43,613.06	\$3,540.21
R212052	12	\$43,613.06	\$3,540.21
R212053	12	\$43,613.06	\$3,540.21
R212054	12	\$43,613.06	\$3,540.21
R212055	12	\$43,613.06	\$3,540.21
R212056	12	\$43,613.06	\$3,540.21
R212057	13	\$47,405.50	\$3,848.06
R212058	13	\$47,405.50	\$3,848.06
R212059	12	\$43,613.06	\$3,540.21
R212060	12	\$43,613.06	\$3,540.21
R212061	Non-Benefited	\$0.00	\$0.00
R212062	Non-Benefited	\$0.00	\$0.00
R212063	Non-Benefited	\$0.00	\$0.00
Total		\$2,759,000.00	\$223,956.97

Footnotes:

[a] Property IDs preliminary and subject to change based on the final certified rolls provided by the County prior to billing.

[b] Outstanding Assessment prior to 1/31/2027 Annual Installment.

[c] The Annual Installment due on each Parcel or Lot may be updated to reflect prepayments and/or redemptions paid prior to the Annual Installment being billed to the owner of the Parcel or Lot.

EXHIBIT B-1 – IMPROVEMENT AREA #1 DEBT SERVICE SCHEDULE

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Bonds:

<u>Year Ending (September 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 45,000	\$ 441,015	\$ 486,015
2025	112,000	374,196	486,196
2026	116,000	369,156	485,156
2027	121,000	363,936	484,936
2028	126,000	358,491	484,491
2029	132,000	352,821	484,821
2030	138,000	346,881	484,881
2031	144,000	340,671	484,671
2032	151,000	332,931	483,931
2033	159,000	324,815	483,815
2034	168,000	316,269	484,269
2035	176,000	307,239	483,239
2036	186,000	297,779	483,779
2037	196,000	287,781	483,781
2038	206,000	277,246	483,246
2039	217,000	266,174	483,174
2040	229,000	254,510	483,510
2041	241,000	242,201	483,201
2042	254,000	229,248	483,248
2043	268,000	215,595	483,595
2044	283,000	201,190	484,190
2045	298,000	185,625	483,625
2046	315,000	169,235	484,235
2047	333,000	151,910	484,910
2048	351,000	133,595	484,595
2049	371,000	114,290	485,290
2050	392,000	93,885	485,885
2051	414,000	72,325	486,325
2052	438,000	49,555	487,555
2053	463,000	25,465	488,465
Total⁽¹⁾	\$7,043,000	\$7,496,031	\$14,539,031

⁽¹⁾ Totals may not add due to rounding.

EXHIBIT B-2 – IMPROVEMENT AREA #2 DEBT SERVICE SCHEDULE

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Bonds:

Year Ending (September 30)	Principal	Interest	Total
2025 ⁽¹⁾	\$ -	\$303,366.88	\$303,366.88
2026	115,000.00	346,705.00	461,705.00
2027	120,000.00	341,817.50	461,817.50
2028	125,000.00	336,717.50	461,717.50
2029	130,000.00	331,405.00	461,405.00
2030	135,000.00	325,880.00	460,880.00
2031	141,000.00	320,142.50	461,142.50
2032	147,000.00	314,150.00	461,150.00
2033	154,000.00	306,800.00	460,800.00
2034	161,000.00	299,100.00	460,100.00
2035	169,000.00	291,050.00	460,050.00
2036	178,000.00	282,600.00	460,600.00
2037	186,000.00	273,700.00	459,700.00
2038	196,000.00	264,400.00	460,400.00
2039	205,000.00	254,600.00	459,600.00
2040	215,000.00	244,350.00	459,350.00
2041	226,000.00	233,600.00	459,600.00
2042	238,000.00	222,300.00	460,300.00
2043	250,000.00	210,400.00	460,400.00
2044	262,000.00	197,900.00	459,900.00
2045	275,000.00	184,800.00	459,800.00
2046	290,000.00	170,362.50	460,362.50
2047	305,000.00	155,137.50	460,137.50
2048	322,000.00	139,125.00	461,125.00
2049	339,000.00	122,220.00	461,220.00
2050	357,000.00	104,422.50	461,422.50
2051	376,000.00	85,680.00	461,680.00
2052	397,000.00	65,940.00	462,940.00
2053	418,000.00	45,097.50	463,097.50
2054	441,000.00	23,152.50	464,152.50
Total	<u>\$6,873,000.00</u>	<u>\$6,796,921.88</u>	<u>\$13,669,921.88</u>

⁽¹⁾ Interest due in 2025 will be paid from amounts on deposit in the Capitalized Interest Account.

EXHIBIT B-3 – IMPROVEMENT AREA #3A AND IMPROVEMENT AREA #3B DEBT SERVICE SCHEDULE

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Bonds:

Year Ending (September 30)	Principal	Interest	Total
2026 ⁽¹⁾	-	\$292,982.63	\$292,982.63
2027	\$116,000.00	372,698.76	488,698.76
2028	120,000.00	367,768.76	487,768.76
2029	125,000.00	362,668.76	487,668.76
2030	130,000.00	357,356.26	487,356.26
2031	136,000.00	351,831.26	487,831.26
2032	142,000.00	346,051.26	488,051.26
2033	148,000.00	340,016.26	488,016.26
2034	153,000.00	333,726.26	486,726.26
2035	160,000.00	327,223.76	487,223.76
2036	166,000.00	320,423.76	486,423.76
2037	175,000.00	311,501.26	486,501.26
2038	185,000.00	302,095.00	487,095.00
2039	194,000.00	292,151.26	486,151.26
2040	205,000.00	281,723.76	486,723.76
2041	216,000.00	270,705.00	486,705.00
2042	228,000.00	259,095.02	487,095.02
2043	240,000.00	246,840.02	486,840.02
2044	252,000.00	233,940.02	485,940.02
2045	267,000.00	220,395.00	487,395.00
2046	282,000.00	206,043.76	488,043.76
2047	297,000.00	190,181.26	487,181.26
2048	314,000.00	173,475.02	487,475.02
2049	333,000.00	155,812.50	488,812.50
2050	351,000.00	137,081.26	488,081.26
2051	372,000.00	117,337.52	489,337.52
2052	393,000.00	96,412.52	489,412.52
2053	415,000.00	74,306.26	489,306.26
2054	440,000.00	50,962.50	490,962.50
2055	466,000.00	26,212.52	492,212.52
Total	<u>\$7,021,000.00</u>	<u>\$7,419,019.19</u>	<u>\$14,440,019.19</u>

⁽¹⁾ Interest due in 2026 will be paid from amounts on deposit in the Capitalized Interest Account.

EXHIBIT C – LOT TYPE CLASSIFICATION MAP

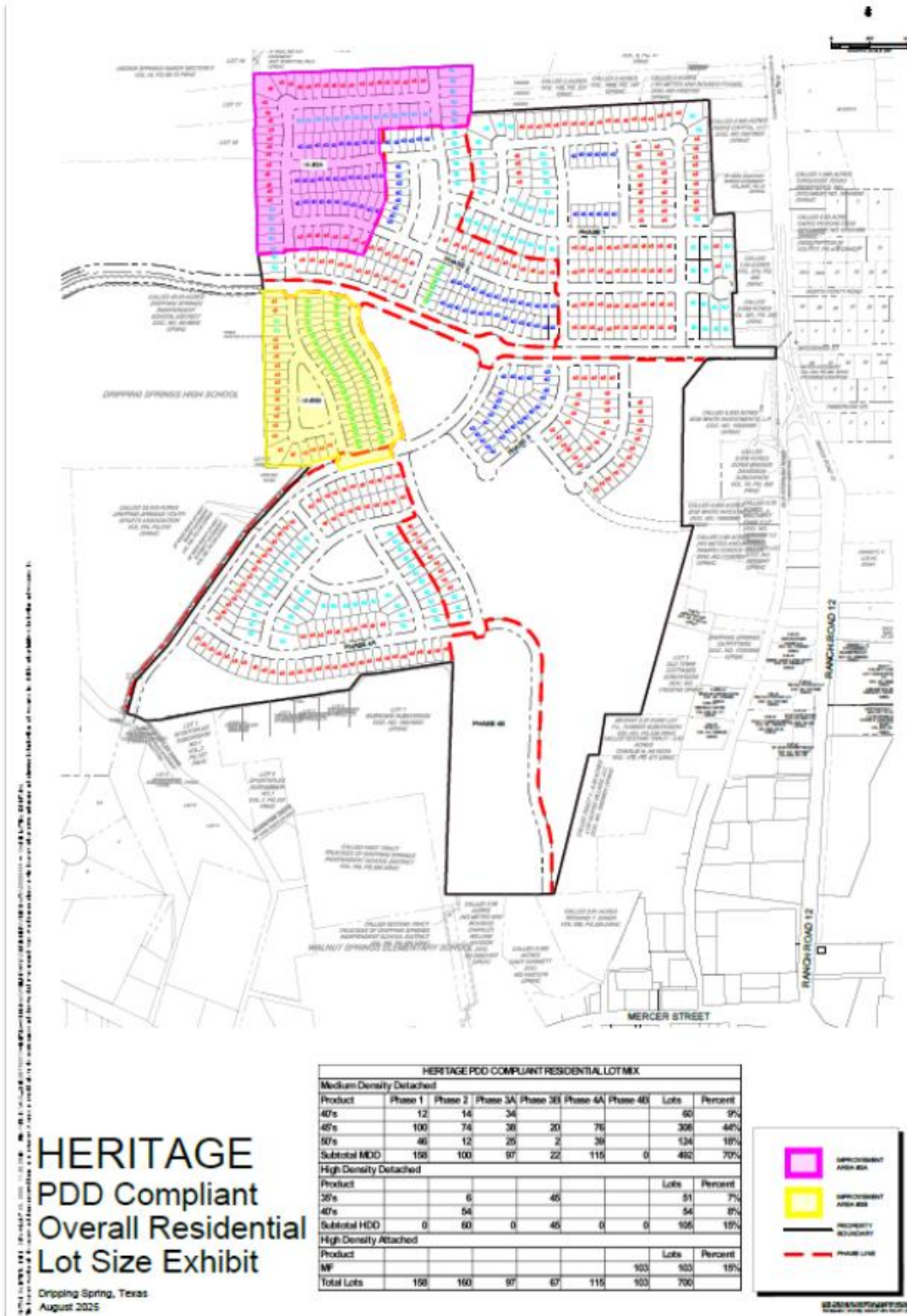


EXHIBIT D – BUYER DISCLOSURES

Buyer disclosures for the following Lot Types are found in this Exhibit:

- Improvement Area 1
 - Lot Type 1
 - Lot Type 2
 - Lot Type 3
- Improvement Area 2
 - Lot Type 4
 - Lot Type 5
 - Lot Type 6
 - Lot Type 7
- Improvement Area 3A
 - Lot Type 8
 - Lot Type 9
 - Lot Type 10
- Improvement Area 3B
 - Lot Type 11
 - Lot Type 12
 - Lot Type 13

**HERITAGE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 LOT TYPE 1
BUYER DISCLOSURE****NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF DRIPPING SPRINGS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 1 PRINCIPAL ASSESSMENT: \$40,102.32

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Dripping Springs, Texas, City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER_____
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 1

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Additional Interest	Total Annual Installment ^[b]
2027	716.75	2,155.79	223.92	200.51	3,296.97
2028	746.37	2,123.53	203.97	196.93	3,270.80
2029	781.91	2,089.95	208.05	193.20	3,273.10
2030	817.45	2,054.76	212.21	189.29	3,273.71
2031	852.99	2,017.98	216.45	185.20	3,272.62
2032	894.45	1,972.13	220.78	180.93	3,268.30
2033	941.84	1,924.05	225.20	176.46	3,267.55
2034	995.15	1,873.43	229.70	171.75	3,270.04
2035	1,042.54	1,819.94	234.30	166.78	3,263.55
2036	1,101.78	1,763.90	238.98	161.56	3,266.23
2037	1,161.01	1,704.68	243.76	156.06	3,265.51
2038	1,220.25	1,642.28	248.64	150.25	3,261.41
2039	1,285.41	1,576.69	253.61	144.15	3,259.85
2040	1,356.49	1,507.60	258.68	137.72	3,260.49
2041	1,427.57	1,434.69	263.86	130.94	3,257.05
2042	1,504.58	1,357.96	269.13	123.80	3,255.47
2043	1,587.51	1,277.08	274.52	116.28	3,255.38
2044	1,676.36	1,191.76	280.01	108.34	3,256.46
2045	1,765.21	1,099.56	285.61	99.96	3,250.33
2046	1,865.91	1,002.47	291.32	91.13	3,250.83
2047	1,972.54	899.84	297.14	81.80	3,251.33
2048	2,079.16	791.35	303.09	71.94	3,245.54
2049	2,197.63	677.00	309.15	61.55	3,245.33
2050	2,322.02	556.13	315.33	50.56	3,244.04
2051	2,452.34	428.42	321.64	38.95	3,241.35
2052	2,594.51	293.54	328.07	26.69	3,242.80
2053	2,742.60	150.84	334.63	13.71	3,241.78
Total	\$ 40,102.32	\$ 37,387.35	\$ 7,091.74	\$ 3,426.44	\$ 88,007.84

Footnotes:

[a] Interest rate on Improvement Area #1 Bonds is 4.500% for term bonds due September 1, 2030, and 5.500% for term bonds due September 1, 2053.

[b] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

HERITAGE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 LOT TYPE 2 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF DRIPPING SPRINGS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 2 PRINCIPAL ASSESSMENT: \$41,925.15

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Dripping Springs, Texas, City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER_____
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 2

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Additional Interest	Total Annual Installment ^[b]
2027	749.33	2,253.78	234.10	209.63	3,446.83
2028	780.29	2,220.06	213.24	205.88	3,419.47
2029	817.45	2,184.95	217.50	201.98	3,421.88
2030	854.60	2,148.16	221.86	197.89	3,422.51
2031	891.76	2,109.70	226.29	193.62	3,421.37
2032	935.11	2,061.77	230.82	189.16	3,416.86
2033	984.65	2,011.51	235.43	184.48	3,416.08
2034	1,040.39	1,958.58	240.14	179.56	3,418.67
2035	1,089.93	1,902.66	244.95	174.36	3,411.90
2036	1,151.86	1,844.08	249.84	168.91	3,414.69
2037	1,213.79	1,782.17	254.84	163.15	3,413.94
2038	1,275.71	1,716.93	259.94	157.08	3,409.66
2039	1,343.83	1,648.36	265.14	150.70	3,408.03
2040	1,418.15	1,576.13	270.44	143.98	3,408.70
2041	1,492.46	1,499.90	275.85	136.89	3,405.10
2042	1,572.97	1,419.68	281.37	129.43	3,403.44
2043	1,659.67	1,335.13	286.99	121.56	3,403.36
2044	1,752.56	1,245.93	292.73	113.27	3,404.48
2045	1,845.45	1,149.54	298.59	104.50	3,398.08
2046	1,950.73	1,048.04	304.56	95.28	3,398.60
2047	2,062.20	940.75	310.65	85.52	3,399.12
2048	2,173.67	827.32	316.86	75.21	3,393.07
2049	2,297.52	707.77	323.20	64.34	3,392.84
2050	2,427.57	581.41	329.66	52.86	3,391.50
2051	2,563.81	447.89	336.26	40.72	3,388.68
2052	2,712.44	306.88	342.98	27.90	3,390.20
2053	2,867.26	157.70	349.84	14.34	3,389.14
Total	\$ 41,925.15	\$ 39,086.77	\$ 7,414.09	\$ 3,582.18	\$ 92,008.19

Footnotes:

[a] Interest rate on Improvement Area #1 Bonds is 4.500% for term bonds due September 1, 2030, and 5.500% for term bonds due September 1, 2053.

[b] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**HERITAGE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 LOT TYPE 3
BUYER DISCLOSURE****NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF DRIPPING SPRINGS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 3 PRINCIPAL ASSESSMENT: \$45,570.81

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Dripping Springs, Texas, City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER_____
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 3

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Additional Interest	Total Annual Installment ^[b]
2027	814.49	2,449.76	254.46	227.85	3,746.56
2028	848.14	2,413.11	231.78	223.78	3,716.81
2029	888.53	2,374.94	236.42	219.54	3,719.43
2030	928.92	2,334.96	241.15	215.10	3,720.12
2031	969.31	2,293.16	245.97	210.45	3,718.88
2032	1,016.42	2,241.06	250.89	205.61	3,713.98
2033	1,070.27	2,186.42	255.91	200.53	3,713.13
2034	1,130.86	2,128.90	261.03	195.17	3,715.95
2035	1,184.71	2,068.11	266.25	189.52	3,708.58
2036	1,252.02	2,004.43	271.57	183.60	3,711.62
2037	1,319.33	1,937.14	277.00	177.34	3,710.81
2038	1,386.65	1,866.22	282.54	170.74	3,706.15
2039	1,460.69	1,791.69	288.19	163.81	3,704.38
2040	1,541.46	1,713.18	293.96	156.50	3,705.10
2041	1,622.24	1,630.33	299.84	148.80	3,701.20
2042	1,709.75	1,543.13	305.83	140.68	3,699.39
2043	1,803.98	1,451.23	311.95	132.14	3,699.30
2044	1,904.95	1,354.27	318.19	123.12	3,700.53
2045	2,005.92	1,249.50	324.55	113.59	3,693.56
2046	2,120.36	1,139.17	331.04	103.56	3,694.13
2047	2,241.52	1,022.55	337.66	92.96	3,694.69
2048	2,362.68	899.27	344.42	81.75	3,688.12
2049	2,497.31	769.32	351.31	69.94	3,687.87
2050	2,638.66	631.97	358.33	57.45	3,686.41
2051	2,786.75	486.84	365.50	44.26	3,683.35
2052	2,948.30	333.57	372.81	30.32	3,685.01
2053	3,116.59	171.41	380.26	15.58	3,683.85
Total	\$ 45,570.81	\$ 42,485.62	\$ 8,058.79	\$ 3,893.68	\$ 100,008.91

Footnotes:

[a] Interest rate on Improvement Area #1 Bonds is 4.500% for term bonds due September 1, 2030, and 5.500% for term bonds due September 1, 2053.

[b] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

HERITAGE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 LOT TYPE 4 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF DRIPPING SPRINGS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 4 PRINCIPAL ASSESSMENT: \$39,160.60

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Dripping Springs, Texas, City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER_____
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 4

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Additional Interest	Total Annual Installment ^[b]
2027	\$ 695.36	\$ 1,980.73	\$ 219.09	\$ 195.80	\$ 3,090.98
2028	\$ 724.34	\$ 1,951.18	\$ 199.56	\$ 192.33	\$ 3,067.41
2029	\$ 753.31	\$ 1,920.39	\$ 203.55	\$ 188.70	\$ 3,065.96
2030	\$ 782.28	\$ 1,888.38	\$ 207.63	\$ 184.94	\$ 3,063.23
2031	\$ 817.05	\$ 1,855.13	\$ 211.78	\$ 181.03	\$ 3,064.99
2032	\$ 851.82	\$ 1,820.41	\$ 216.01	\$ 176.94	\$ 3,065.18
2033	\$ 892.38	\$ 1,777.81	\$ 220.33	\$ 172.68	\$ 3,063.22
2034	\$ 932.95	\$ 1,733.20	\$ 224.74	\$ 168.22	\$ 3,059.10
2035	\$ 979.30	\$ 1,686.55	\$ 229.24	\$ 163.56	\$ 3,058.64
2036	\$ 1,031.46	\$ 1,637.58	\$ 233.82	\$ 158.66	\$ 3,061.52
2037	\$ 1,077.81	\$ 1,586.01	\$ 238.50	\$ 153.50	\$ 3,055.82
2038	\$ 1,135.76	\$ 1,532.12	\$ 243.27	\$ 148.11	\$ 3,059.26
2039	\$ 1,187.91	\$ 1,475.33	\$ 248.13	\$ 142.43	\$ 3,053.81
2040	\$ 1,245.86	\$ 1,415.94	\$ 253.09	\$ 136.49	\$ 3,051.39
2041	\$ 1,309.60	\$ 1,353.64	\$ 258.16	\$ 130.26	\$ 3,051.67
2042	\$ 1,379.14	\$ 1,288.16	\$ 263.32	\$ 123.72	\$ 3,054.34
2043	\$ 1,448.68	\$ 1,219.21	\$ 268.59	\$ 116.82	\$ 3,053.29
2044	\$ 1,518.21	\$ 1,146.77	\$ 273.96	\$ 109.58	\$ 3,048.52
2045	\$ 1,593.54	\$ 1,070.86	\$ 279.44	\$ 101.99	\$ 3,045.83
2046	\$ 1,680.46	\$ 987.20	\$ 285.03	\$ 94.02	\$ 3,046.71
2047	\$ 1,767.38	\$ 898.98	\$ 290.73	\$ 85.62	\$ 3,042.70
2048	\$ 1,865.89	\$ 806.19	\$ 296.54	\$ 76.78	\$ 3,045.40
2049	\$ 1,964.40	\$ 708.23	\$ 302.47	\$ 67.45	\$ 3,042.55
2050	\$ 2,068.71	\$ 605.10	\$ 308.52	\$ 57.63	\$ 3,039.96
2051	\$ 2,178.81	\$ 496.49	\$ 314.69	\$ 47.28	\$ 3,037.27
2052	\$ 2,300.50	\$ 382.10	\$ 320.99	\$ 36.39	\$ 3,039.98
2053	\$ 2,422.19	\$ 261.33	\$ 327.41	\$ 24.89	\$ 3,035.81
2054	\$ 2,555.46	\$ 134.16	\$ 333.95	\$ 12.78	\$ 3,036.36
Total	\$ 39,160.60	\$ 35,619.16	\$ 7,272.53	\$ 3,448.60	\$ 85,500.89

Footnotes:

[a] Interest rate on Improvement Area #2 Bonds is 4.250% for term bonds due September 1, 2031, and 5.250% for term bonds due September 1, 2054.

[b] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

HERITAGE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 LOT TYPE 5 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF DRIPPING SPRINGS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 5 PRINCIPAL ASSESSMENT: \$41,025.39

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Dripping Springs, Texas, City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER_____
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER_____
SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 5

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Additional Interest	Total Annual Installment ^[b]
2027	\$ 728.48	\$ 2,075.05	\$ 229.52	\$ 205.13	\$ 3,238.17
2028	\$ 758.83	\$ 2,044.09	\$ 209.07	\$ 201.48	\$ 3,213.47
2029	\$ 789.18	\$ 2,011.84	\$ 213.25	\$ 197.69	\$ 3,211.96
2030	\$ 819.54	\$ 1,978.30	\$ 217.51	\$ 193.74	\$ 3,209.09
2031	\$ 855.96	\$ 1,943.47	\$ 221.86	\$ 189.65	\$ 3,210.94
2032	\$ 892.38	\$ 1,907.09	\$ 226.30	\$ 185.37	\$ 3,211.14
2033	\$ 934.88	\$ 1,862.47	\$ 230.83	\$ 180.91	\$ 3,209.08
2034	\$ 977.37	\$ 1,815.73	\$ 235.44	\$ 176.23	\$ 3,204.78
2035	\$ 1,025.94	\$ 1,766.86	\$ 240.15	\$ 171.34	\$ 3,204.29
2036	\$ 1,080.57	\$ 1,715.56	\$ 244.95	\$ 166.21	\$ 3,207.31
2037	\$ 1,129.14	\$ 1,661.53	\$ 249.85	\$ 160.81	\$ 3,201.34
2038	\$ 1,189.85	\$ 1,605.08	\$ 254.85	\$ 155.17	\$ 3,204.94
2039	\$ 1,244.48	\$ 1,545.58	\$ 259.95	\$ 149.22	\$ 3,199.23
2040	\$ 1,305.19	\$ 1,483.36	\$ 265.15	\$ 142.99	\$ 3,196.69
2041	\$ 1,371.96	\$ 1,418.10	\$ 270.45	\$ 136.47	\$ 3,196.98
2042	\$ 1,444.81	\$ 1,349.50	\$ 275.86	\$ 129.61	\$ 3,199.78
2043	\$ 1,517.66	\$ 1,277.26	\$ 281.38	\$ 122.38	\$ 3,198.68
2044	\$ 1,590.51	\$ 1,201.38	\$ 287.00	\$ 114.80	\$ 3,193.69
2045	\$ 1,669.43	\$ 1,121.85	\$ 292.74	\$ 106.84	\$ 3,190.87
2046	\$ 1,760.49	\$ 1,034.21	\$ 298.60	\$ 98.50	\$ 3,191.79
2047	\$ 1,851.55	\$ 941.78	\$ 304.57	\$ 89.69	\$ 3,187.59
2048	\$ 1,954.75	\$ 844.58	\$ 310.66	\$ 80.44	\$ 3,190.42
2049	\$ 2,057.95	\$ 741.95	\$ 316.88	\$ 70.66	\$ 3,187.44
2050	\$ 2,167.22	\$ 633.91	\$ 323.21	\$ 60.37	\$ 3,184.72
2051	\$ 2,282.56	\$ 520.13	\$ 329.68	\$ 49.54	\$ 3,181.91
2052	\$ 2,410.04	\$ 400.30	\$ 336.27	\$ 38.12	\$ 3,184.74
2053	\$ 2,537.53	\$ 273.77	\$ 343.00	\$ 26.07	\$ 3,180.37
2054	\$ 2,677.15	\$ 140.55	\$ 349.86	\$ 13.39	\$ 3,180.94
Total	\$ 41,025.39	\$ 37,315.31	\$ 7,618.84	\$ 3,612.82	\$ 89,572.36

Footnotes:

[a] Interest rate on Improvement Area #2 Bonds is 4.250% for term bonds due September 1, 2031, and 5.250% for term bonds due September 1, 2054.

[b] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

HERITAGE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 LOT TYPE 6 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF DRIPPING SPRINGS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 6 PRINCIPAL ASSESSMENT: \$42,890.18

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Dripping Springs, Texas, City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER_____
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 6

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Additional Interest	Total Annual Installment ^[b]
2027	\$ 761.59	\$ 2,169.37	\$ 239.95	\$ 214.45	\$ 3,385.36
2028	\$ 793.32	\$ 2,137.00	\$ 218.57	\$ 210.64	\$ 3,359.54
2029	\$ 825.06	\$ 2,103.29	\$ 222.94	\$ 206.68	\$ 3,357.96
2030	\$ 856.79	\$ 2,068.22	\$ 227.40	\$ 202.55	\$ 3,354.96
2031	\$ 894.87	\$ 2,031.81	\$ 231.95	\$ 198.27	\$ 3,356.89
2032	\$ 932.95	\$ 1,993.78	\$ 236.59	\$ 193.79	\$ 3,357.10
2033	\$ 977.37	\$ 1,947.13	\$ 241.32	\$ 189.13	\$ 3,354.95
2034	\$ 1,021.80	\$ 1,898.26	\$ 246.14	\$ 184.24	\$ 3,350.45
2035	\$ 1,072.57	\$ 1,847.17	\$ 251.07	\$ 179.13	\$ 3,349.94
2036	\$ 1,129.69	\$ 1,793.54	\$ 256.09	\$ 173.77	\$ 3,353.09
2037	\$ 1,180.46	\$ 1,737.06	\$ 261.21	\$ 168.12	\$ 3,346.85
2038	\$ 1,243.93	\$ 1,678.04	\$ 266.44	\$ 162.22	\$ 3,350.62
2039	\$ 1,301.05	\$ 1,615.84	\$ 271.76	\$ 156.00	\$ 3,344.65
2040	\$ 1,364.51	\$ 1,550.79	\$ 277.20	\$ 149.49	\$ 3,341.99
2041	\$ 1,434.33	\$ 1,482.56	\$ 282.74	\$ 142.67	\$ 3,342.30
2042	\$ 1,510.49	\$ 1,410.84	\$ 288.40	\$ 135.50	\$ 3,345.23
2043	\$ 1,586.64	\$ 1,335.32	\$ 294.17	\$ 127.95	\$ 3,344.08
2044	\$ 1,662.80	\$ 1,255.99	\$ 300.05	\$ 120.01	\$ 3,338.85
2045	\$ 1,745.31	\$ 1,172.85	\$ 306.05	\$ 111.70	\$ 3,335.91
2046	\$ 1,840.51	\$ 1,081.22	\$ 312.17	\$ 102.97	\$ 3,336.87
2047	\$ 1,935.71	\$ 984.59	\$ 318.41	\$ 93.77	\$ 3,332.48
2048	\$ 2,043.60	\$ 882.97	\$ 324.78	\$ 84.09	\$ 3,335.44
2049	\$ 2,151.49	\$ 775.68	\$ 331.28	\$ 73.87	\$ 3,332.32
2050	\$ 2,265.73	\$ 662.73	\$ 337.90	\$ 63.12	\$ 3,329.48
2051	\$ 2,386.31	\$ 543.77	\$ 344.66	\$ 51.79	\$ 3,326.54
2052	\$ 2,519.59	\$ 418.49	\$ 351.56	\$ 39.86	\$ 3,329.50
2053	\$ 2,652.87	\$ 286.21	\$ 358.59	\$ 27.26	\$ 3,324.93
2054	\$ 2,798.84	\$ 146.94	\$ 365.76	\$ 13.99	\$ 3,325.53
Total	\$ 42,890.18	\$ 39,011.47	\$ 7,965.15	\$ 3,777.04	\$ 93,643.83

Footnotes:

[a] Interest rate on Improvement Area #2 Bonds is 4.250% for term bonds due September 1, 2031, and 5.250% for term bonds due September 1, 2054.

[b] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

HERITAGE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 LOT TYPE 7 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF DRIPPING SPRINGS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 7 PRINCIPAL ASSESSMENT: \$46,619.76

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Dripping Springs, Texas, City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER_____
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 7

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Additional Interest	Total Annual Installment ^[b]
2027	\$ 827.81	\$ 2,358.01	\$ 260.82	\$ 233.10	\$ 3,679.74
2028	\$ 862.31	\$ 2,322.83	\$ 237.58	\$ 228.96	\$ 3,651.67
2029	\$ 896.80	\$ 2,286.18	\$ 242.33	\$ 224.65	\$ 3,649.96
2030	\$ 931.29	\$ 2,248.07	\$ 247.17	\$ 220.16	\$ 3,646.70
2031	\$ 972.68	\$ 2,208.49	\$ 252.12	\$ 215.51	\$ 3,648.80
2032	\$ 1,014.07	\$ 2,167.15	\$ 257.16	\$ 210.64	\$ 3,649.03
2033	\$ 1,062.36	\$ 2,116.45	\$ 262.30	\$ 205.57	\$ 3,646.68
2034	\$ 1,110.65	\$ 2,063.33	\$ 267.55	\$ 200.26	\$ 3,641.79
2035	\$ 1,165.84	\$ 2,007.80	\$ 272.90	\$ 194.71	\$ 3,641.24
2036	\$ 1,227.92	\$ 1,949.50	\$ 278.36	\$ 188.88	\$ 3,644.67
2037	\$ 1,283.11	\$ 1,888.11	\$ 283.92	\$ 182.74	\$ 3,637.88
2038	\$ 1,352.10	\$ 1,823.95	\$ 289.60	\$ 176.32	\$ 3,641.98
2039	\$ 1,414.18	\$ 1,756.35	\$ 295.40	\$ 169.56	\$ 3,635.49
2040	\$ 1,483.17	\$ 1,685.64	\$ 301.30	\$ 162.49	\$ 3,632.60
2041	\$ 1,559.05	\$ 1,611.48	\$ 307.33	\$ 155.08	\$ 3,632.94
2042	\$ 1,641.83	\$ 1,533.53	\$ 313.48	\$ 147.28	\$ 3,636.12
2043	\$ 1,724.61	\$ 1,451.43	\$ 319.75	\$ 139.07	\$ 3,634.87
2044	\$ 1,807.40	\$ 1,365.20	\$ 326.14	\$ 130.45	\$ 3,629.19
2045	\$ 1,897.08	\$ 1,274.83	\$ 332.66	\$ 121.41	\$ 3,625.99
2046	\$ 2,000.55	\$ 1,175.24	\$ 339.32	\$ 111.93	\$ 3,627.03
2047	\$ 2,104.03	\$ 1,070.21	\$ 346.10	\$ 101.92	\$ 3,622.27
2048	\$ 2,221.30	\$ 959.75	\$ 353.03	\$ 91.40	\$ 3,625.48
2049	\$ 2,338.58	\$ 843.13	\$ 360.09	\$ 80.30	\$ 3,622.09
2050	\$ 2,462.75	\$ 720.35	\$ 367.29	\$ 68.61	\$ 3,618.99
2051	\$ 2,593.82	\$ 591.06	\$ 374.63	\$ 56.29	\$ 3,615.80
2052	\$ 2,738.69	\$ 454.88	\$ 382.13	\$ 43.32	\$ 3,619.02
2053	\$ 2,883.55	\$ 311.10	\$ 389.77	\$ 29.63	\$ 3,614.05
2054	\$ 3,042.22	\$ 159.72	\$ 397.56	\$ 15.21	\$ 3,614.71
Total	\$ 46,619.76	\$ 42,403.77	\$ 8,657.77	\$ 4,105.48	\$ 101,786.77

Footnotes:

[a] Interest rate on Improvement Area #2 Bonds is 4.250% for term bonds due September 1, 2031, and 5.250% for term bonds due September 1, 2054.

[b] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**HERITAGE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3A LOT TYPE
8 BUYER DISCLOSURE****NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF DRIPPING SPRINGS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #3A LOT TYPE 8 PRINCIPAL ASSESSMENT: \$41,728.53

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Dripping Springs, Texas, City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER_____
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #3A LOT TYPE 8

Installment Due 1/31	Principal		Interest ^[a]		Annual Collection Costs		Additional Interest		Total Annual Installment ^[b]	
2027	\$	685.36	\$	2,215.07	\$	273.58	\$	208.64	\$	3,382.64
2028	\$	714.73	\$	2,185.94	\$	220.59	\$	205.22	\$	3,326.47
2029	\$	744.10	\$	2,155.56	\$	225.00	\$	201.64	\$	3,326.31
2030	\$	773.48	\$	2,123.94	\$	229.50	\$	197.92	\$	3,324.84
2031	\$	812.64	\$	2,091.06	\$	234.09	\$	194.05	\$	3,331.85
2032	\$	842.01	\$	2,056.53	\$	238.77	\$	189.99	\$	3,327.30
2033	\$	881.17	\$	2,020.74	\$	243.55	\$	185.78	\$	3,331.25
2034	\$	910.55	\$	1,983.29	\$	248.42	\$	181.38	\$	3,323.63
2035	\$	949.71	\$	1,944.59	\$	253.39	\$	176.82	\$	3,324.51
2036	\$	988.87	\$	1,904.23	\$	258.46	\$	172.07	\$	3,323.63
2037	\$	1,037.83	\$	1,851.08	\$	263.62	\$	167.13	\$	3,319.66
2038	\$	1,096.57	\$	1,795.30	\$	268.90	\$	161.94	\$	3,322.71
2039	\$	1,155.32	\$	1,736.36	\$	274.28	\$	156.46	\$	3,322.41
2040	\$	1,214.06	\$	1,674.26	\$	279.76	\$	150.68	\$	3,318.76
2041	\$	1,282.60	\$	1,609.00	\$	285.36	\$	144.61	\$	3,321.57
2042	\$	1,351.13	\$	1,540.06	\$	291.06	\$	138.20	\$	3,320.46
2043	\$	1,429.46	\$	1,467.44	\$	296.88	\$	131.44	\$	3,325.23
2044	\$	1,498.00	\$	1,390.60	\$	302.82	\$	124.29	\$	3,315.72
2045	\$	1,586.11	\$	1,310.09	\$	308.88	\$	116.80	\$	3,321.88
2046	\$	1,674.23	\$	1,224.83	\$	315.06	\$	108.87	\$	3,323.00
2047	\$	1,762.35	\$	1,130.66	\$	321.36	\$	100.50	\$	3,314.87
2048	\$	1,870.05	\$	1,031.53	\$	327.78	\$	91.69	\$	3,321.05
2049	\$	1,977.75	\$	926.34	\$	334.34	\$	82.34	\$	3,320.76
2050	\$	2,085.45	\$	815.09	\$	341.03	\$	72.45	\$	3,314.01
2051	\$	2,212.73	\$	697.78	\$	347.85	\$	62.02	\$	3,320.38
2052	\$	2,340.01	\$	573.31	\$	354.80	\$	50.96	\$	3,319.09
2053	\$	2,467.29	\$	441.69	\$	361.90	\$	39.26	\$	3,310.14
2054	\$	2,614.15	\$	302.90	\$	369.14	\$	26.92	\$	3,313.12
2055	\$	2,770.81	\$	155.86	\$	376.52	\$	13.85	\$	3,317.04
Total	\$	41,728.53	\$	42,355.12	\$	8,446.68	\$	3,853.97	\$	96,384.29

Footnotes:

[a] Interest rate on PID Bonds is 4.250% for bonds maturing in 2035, 5.375% for bonds maturing in 2045, and 5.625% for bonds maturing in 2055.

[b] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**HERITAGE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3A LOT TYPE
9 BUYER DISCLOSURE****NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF DRIPPING SPRINGS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #3A LOT TYPE 9 PRINCIPAL ASSESSMENT: \$43,625.28

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Dripping Springs, Texas, City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER_____
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #3A LOT TYPE 9

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Additional Interest	Total Annual Installment ^[b]
2027	\$ 716.51	\$ 2,315.75	\$ 286.01	\$ 218.13	\$ 3,536.40
2028	\$ 747.22	\$ 2,285.30	\$ 230.62	\$ 214.54	\$ 3,477.68
2029	\$ 777.93	\$ 2,253.54	\$ 235.23	\$ 210.81	\$ 3,477.50
2030	\$ 808.63	\$ 2,220.48	\$ 239.93	\$ 206.92	\$ 3,475.97
2031	\$ 849.58	\$ 2,186.11	\$ 244.73	\$ 202.87	\$ 3,483.30
2032	\$ 880.28	\$ 2,150.01	\$ 249.63	\$ 198.63	\$ 3,478.54
2033	\$ 921.23	\$ 2,112.59	\$ 254.62	\$ 194.23	\$ 3,482.67
2034	\$ 951.94	\$ 2,073.44	\$ 259.71	\$ 189.62	\$ 3,474.71
2035	\$ 992.88	\$ 2,032.98	\$ 264.91	\$ 184.86	\$ 3,475.63
2036	\$ 1,033.82	\$ 1,990.79	\$ 270.20	\$ 179.90	\$ 3,474.71
2037	\$ 1,085.00	\$ 1,935.22	\$ 275.61	\$ 174.73	\$ 3,470.56
2038	\$ 1,146.42	\$ 1,876.90	\$ 281.12	\$ 169.30	\$ 3,473.74
2039	\$ 1,207.83	\$ 1,815.28	\$ 286.74	\$ 163.57	\$ 3,473.42
2040	\$ 1,269.25	\$ 1,750.36	\$ 292.48	\$ 157.53	\$ 3,469.61
2041	\$ 1,340.90	\$ 1,682.14	\$ 298.33	\$ 151.18	\$ 3,472.55
2042	\$ 1,412.55	\$ 1,610.06	\$ 304.29	\$ 144.48	\$ 3,471.39
2043	\$ 1,494.44	\$ 1,534.14	\$ 310.38	\$ 137.42	\$ 3,476.37
2044	\$ 1,566.09	\$ 1,453.81	\$ 316.59	\$ 129.94	\$ 3,466.43
2045	\$ 1,658.21	\$ 1,369.64	\$ 322.92	\$ 122.11	\$ 3,472.88
2046	\$ 1,750.33	\$ 1,280.51	\$ 329.38	\$ 113.82	\$ 3,474.04
2047	\$ 1,842.46	\$ 1,182.05	\$ 335.96	\$ 105.07	\$ 3,465.54
2048	\$ 1,955.05	\$ 1,078.41	\$ 342.68	\$ 95.86	\$ 3,472.01
2049	\$ 2,067.65	\$ 968.44	\$ 349.54	\$ 86.08	\$ 3,471.71
2050	\$ 2,180.24	\$ 852.14	\$ 356.53	\$ 75.75	\$ 3,464.65
2051	\$ 2,313.31	\$ 729.50	\$ 363.66	\$ 64.84	\$ 3,471.31
2052	\$ 2,446.37	\$ 599.37	\$ 370.93	\$ 53.28	\$ 3,469.96
2053	\$ 2,579.44	\$ 461.77	\$ 378.35	\$ 41.05	\$ 3,460.60
2054	\$ 2,732.98	\$ 316.67	\$ 385.92	\$ 28.15	\$ 3,463.72
2055	\$ 2,896.75	\$ 162.94	\$ 393.64	\$ 14.48	\$ 3,467.81
Total	\$ 43,625.28	\$ 44,280.35	\$ 8,830.62	\$ 4,029.15	\$ 100,765.40

Footnotes:

[a] Interest rate on PID Bonds is 4.250% for bonds maturing in 2035, 5.375% for bonds maturing in 2045, and 5.625% for bonds maturing in 2055.

[b] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**HERITAGE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3A LOT TYPE
10 BUYER DISCLOSURE****NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF DRIPPING SPRINGS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #3A LOT TYPE 10 PRINCIPAL ASSESSMENT: \$47,418.78

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Dripping Springs, Texas, City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER_____
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #3A LOT TYPE 10

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Additional Interest	Total Annual Installment ^[b]
2027	\$ 778.82	\$ 2,517.12	\$ 310.88	\$ 237.09	\$ 3,843.91
2028	\$ 812.19	\$ 2,484.02	\$ 250.67	\$ 233.20	\$ 3,780.08
2029	\$ 845.57	\$ 2,449.50	\$ 255.68	\$ 229.14	\$ 3,779.90
2030	\$ 878.95	\$ 2,413.57	\$ 260.80	\$ 224.91	\$ 3,778.22
2031	\$ 923.45	\$ 2,376.21	\$ 266.01	\$ 220.52	\$ 3,786.19
2032	\$ 956.83	\$ 2,336.96	\$ 271.33	\$ 215.90	\$ 3,781.03
2033	\$ 1,001.34	\$ 2,296.30	\$ 276.76	\$ 211.11	\$ 3,785.51
2034	\$ 1,034.71	\$ 2,253.74	\$ 282.29	\$ 206.11	\$ 3,776.86
2035	\$ 1,079.22	\$ 2,209.77	\$ 287.94	\$ 200.93	\$ 3,777.86
2036	\$ 1,123.72	\$ 2,163.90	\$ 293.70	\$ 195.54	\$ 3,776.86
2037	\$ 1,179.35	\$ 2,103.50	\$ 299.57	\$ 189.92	\$ 3,772.34
2038	\$ 1,246.11	\$ 2,040.11	\$ 305.57	\$ 184.02	\$ 3,775.80
2039	\$ 1,312.86	\$ 1,973.13	\$ 311.68	\$ 177.79	\$ 3,775.46
2040	\$ 1,379.62	\$ 1,902.56	\$ 317.91	\$ 171.23	\$ 3,771.32
2041	\$ 1,457.50	\$ 1,828.41	\$ 324.27	\$ 164.33	\$ 3,774.51
2042	\$ 1,535.38	\$ 1,750.07	\$ 330.75	\$ 157.04	\$ 3,773.25
2043	\$ 1,624.39	\$ 1,667.54	\$ 337.37	\$ 149.37	\$ 3,778.67
2044	\$ 1,702.27	\$ 1,580.23	\$ 344.12	\$ 141.24	\$ 3,767.86
2045	\$ 1,802.40	\$ 1,488.73	\$ 351.00	\$ 132.73	\$ 3,774.87
2046	\$ 1,902.54	\$ 1,391.86	\$ 358.02	\$ 123.72	\$ 3,776.13
2047	\$ 2,002.67	\$ 1,284.84	\$ 365.18	\$ 114.21	\$ 3,766.89
2048	\$ 2,125.06	\$ 1,172.19	\$ 372.48	\$ 104.19	\$ 3,773.92
2049	\$ 2,247.44	\$ 1,052.65	\$ 379.93	\$ 93.57	\$ 3,773.60
2050	\$ 2,369.83	\$ 926.23	\$ 387.53	\$ 82.33	\$ 3,765.92
2051	\$ 2,514.46	\$ 792.93	\$ 395.28	\$ 70.48	\$ 3,773.16
2052	\$ 2,659.10	\$ 651.49	\$ 403.19	\$ 57.91	\$ 3,771.69
2053	\$ 2,803.74	\$ 501.92	\$ 411.25	\$ 44.62	\$ 3,761.52
2054	\$ 2,970.63	\$ 344.21	\$ 419.48	\$ 30.60	\$ 3,764.91
2055	\$ 3,148.64	\$ 177.11	\$ 427.86	\$ 15.74	\$ 3,769.36
Total	\$ 47,418.78	\$ 48,130.82	\$ 9,598.50	\$ 4,379.51	\$ 109,527.60

Footnotes:

[a] Interest rate on PID Bonds is 4.250% for bonds maturing in 2035, 5.375% for bonds maturing in 2045, and 5.625% for bonds maturing in 2055.

[b] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

HERITAGE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3B LOT TYPE 11 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF DRIPPING SPRINGS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #3B LOT TYPE 11 PRINCIPAL ASSESSMENT: \$39,820.62

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Dripping Springs, Texas, City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER_____
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #3B LOT TYPE 11

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Additional Interest	Total Annual Installment ^[b]
2027	\$ 663.92	\$ 2,113.86	\$ 255.49	\$ 199.10	\$ 3,232.37
2028	\$ 678.35	\$ 2,085.64	\$ 206.01	\$ 195.78	\$ 3,165.78
2029	\$ 707.22	\$ 2,056.81	\$ 210.13	\$ 192.39	\$ 3,166.54
2030	\$ 736.08	\$ 2,026.75	\$ 214.33	\$ 188.86	\$ 3,166.02
2031	\$ 764.95	\$ 1,995.47	\$ 218.62	\$ 185.18	\$ 3,164.21
2032	\$ 808.25	\$ 1,962.96	\$ 222.99	\$ 181.35	\$ 3,175.55
2033	\$ 837.11	\$ 1,928.61	\$ 227.45	\$ 177.31	\$ 3,170.48
2034	\$ 865.98	\$ 1,893.03	\$ 232.00	\$ 173.12	\$ 3,164.13
2035	\$ 909.28	\$ 1,856.23	\$ 236.64	\$ 168.79	\$ 3,170.94
2036	\$ 938.14	\$ 1,817.58	\$ 241.37	\$ 164.25	\$ 3,161.34
2037	\$ 995.88	\$ 1,767.16	\$ 246.20	\$ 159.56	\$ 3,168.79
2038	\$ 1,053.61	\$ 1,713.63	\$ 251.12	\$ 154.58	\$ 3,172.94
2039	\$ 1,096.91	\$ 1,657.00	\$ 256.14	\$ 149.31	\$ 3,159.36
2040	\$ 1,169.07	\$ 1,598.04	\$ 261.27	\$ 143.82	\$ 3,172.20
2041	\$ 1,226.80	\$ 1,535.20	\$ 266.49	\$ 137.98	\$ 3,166.48
2042	\$ 1,298.97	\$ 1,469.26	\$ 271.82	\$ 131.85	\$ 3,171.90
2043	\$ 1,356.70	\$ 1,399.44	\$ 277.26	\$ 125.35	\$ 3,158.75
2044	\$ 1,428.87	\$ 1,326.52	\$ 282.80	\$ 118.57	\$ 3,156.75
2045	\$ 1,515.46	\$ 1,249.72	\$ 288.46	\$ 111.42	\$ 3,165.06
2046	\$ 1,602.06	\$ 1,168.26	\$ 294.23	\$ 103.85	\$ 3,168.40
2047	\$ 1,688.66	\$ 1,078.14	\$ 300.11	\$ 95.84	\$ 3,162.75
2048	\$ 1,775.26	\$ 983.16	\$ 306.12	\$ 87.39	\$ 3,151.92
2049	\$ 1,890.72	\$ 883.30	\$ 312.24	\$ 78.52	\$ 3,164.77
2050	\$ 1,991.75	\$ 776.95	\$ 318.48	\$ 69.06	\$ 3,156.24
2051	\$ 2,107.22	\$ 664.91	\$ 324.85	\$ 59.10	\$ 3,156.08
2052	\$ 2,222.68	\$ 546.38	\$ 331.35	\$ 48.57	\$ 3,148.98
2053	\$ 2,352.58	\$ 421.35	\$ 337.98	\$ 37.45	\$ 3,149.36
2054	\$ 2,496.91	\$ 289.02	\$ 344.74	\$ 25.69	\$ 3,156.35
2055	\$ 2,641.24	\$ 148.57	\$ 351.63	\$ 13.21	\$ 3,154.64
Total	\$ 39,820.62	\$ 40,412.93	\$ 7,888.30	\$ 3,677.24	\$ 91,799.09

Footnotes:

[a] Interest rate on PID Bonds is 4.250% for bonds maturing in 2035, 5.375% for bonds maturing in 2045, and 5.625% for bonds maturing in 2055.

[b] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**HERITAGE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3B LOT TYPE
12 BUYER DISCLOSURE****NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF DRIPPING SPRINGS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #3B LOT TYPE 12 PRINCIPAL ASSESSMENT: \$43,613.06

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Dripping Springs, Texas, City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER_____
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #3B LOT TYPE 12

Installment Due 1/31	Principal		Interest ^[a]		Annual Collection Costs		Additional Interest		Total Annual Installment ^[b]
2027	\$	727.15	\$	2,315.18	\$	279.83	\$	218.07	\$ 3,540.21
2028	\$	742.96	\$	2,284.27	\$	225.63	\$	214.43	\$ 3,467.28
2029	\$	774.57	\$	2,252.70	\$	230.14	\$	210.71	\$ 3,468.12
2030	\$	806.19	\$	2,219.78	\$	234.74	\$	206.84	\$ 3,467.55
2031	\$	837.80	\$	2,185.51	\$	239.44	\$	202.81	\$ 3,465.56
2032	\$	885.22	\$	2,149.91	\$	244.23	\$	198.62	\$ 3,477.98
2033	\$	916.84	\$	2,112.29	\$	249.11	\$	194.20	\$ 3,472.43
2034	\$	948.45	\$	2,073.32	\$	254.09	\$	189.61	\$ 3,465.48
2035	\$	995.88	\$	2,033.01	\$	259.17	\$	184.87	\$ 3,472.93
2036	\$	1,027.49	\$	1,990.69	\$	264.36	\$	179.89	\$ 3,462.42
2037	\$	1,090.72	\$	1,935.46	\$	269.64	\$	174.75	\$ 3,470.58
2038	\$	1,153.95	\$	1,876.83	\$	275.04	\$	169.30	\$ 3,475.12
2039	\$	1,201.37	\$	1,814.81	\$	280.54	\$	163.53	\$ 3,460.25
2040	\$	1,280.41	\$	1,750.23	\$	286.15	\$	157.52	\$ 3,474.32
2041	\$	1,343.64	\$	1,681.41	\$	291.87	\$	151.12	\$ 3,468.05
2042	\$	1,422.68	\$	1,609.19	\$	297.71	\$	144.40	\$ 3,473.98
2043	\$	1,485.91	\$	1,532.72	\$	303.66	\$	137.29	\$ 3,459.58
2044	\$	1,564.95	\$	1,452.85	\$	309.74	\$	129.86	\$ 3,457.40
2045	\$	1,659.79	\$	1,368.74	\$	315.93	\$	122.03	\$ 3,466.50
2046	\$	1,754.64	\$	1,279.52	\$	322.25	\$	113.74	\$ 3,470.15
2047	\$	1,849.48	\$	1,180.82	\$	328.70	\$	104.96	\$ 3,463.97
2048	\$	1,944.33	\$	1,076.79	\$	335.27	\$	95.71	\$ 3,452.11
2049	\$	2,070.79	\$	967.42	\$	341.97	\$	85.99	\$ 3,466.18
2050	\$	2,181.44	\$	850.94	\$	348.81	\$	75.64	\$ 3,456.84
2051	\$	2,307.90	\$	728.23	\$	355.79	\$	64.73	\$ 3,456.66
2052	\$	2,434.36	\$	598.42	\$	362.91	\$	53.19	\$ 3,448.88
2053	\$	2,576.63	\$	461.48	\$	370.16	\$	41.02	\$ 3,449.30
2054	\$	2,734.71	\$	316.55	\$	377.57	\$	28.14	\$ 3,456.96
2055	\$	2,892.78	\$	162.72	\$	385.12	\$	14.46	\$ 3,455.09
Total	\$	43,613.06	\$	44,261.78	\$	8,639.56	\$	4,027.45	\$ 100,541.86

Footnotes:

[a] Interest rate on PID Bonds is 4.250% for bonds maturing in 2035, 5.375% for bonds maturing in 2045, and 5.625% for bonds maturing in 2055.

[b] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**HERITAGE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #3B LOT TYPE
13 BUYER DISCLOSURE****NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest.

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF DRIPPING SPRINGS, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #3B LOT TYPE 13 PRINCIPAL ASSESSMENT: \$47,405.50

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Dripping Springs, Texas, (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Heritage Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City of Dripping Springs, Texas, City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER_____
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #3B LOT TYPE 13

Installment Due 1/31	Principal	Interest ^[a]	Annual Collection Costs	Additional Interest	Total Annual Installment ^[b]
2027	\$ 790.38	\$ 2,516.49	\$ 304.16	\$ 237.03	\$ 3,848.06
2028	\$ 807.56	\$ 2,482.90	\$ 245.25	\$ 233.08	\$ 3,768.79
2029	\$ 841.92	\$ 2,448.58	\$ 250.15	\$ 229.04	\$ 3,769.70
2030	\$ 876.29	\$ 2,412.80	\$ 255.15	\$ 224.83	\$ 3,769.07
2031	\$ 910.65	\$ 2,375.56	\$ 260.26	\$ 220.45	\$ 3,766.92
2032	\$ 962.20	\$ 2,336.86	\$ 265.46	\$ 215.89	\$ 3,780.41
2033	\$ 996.56	\$ 2,295.96	\$ 270.77	\$ 211.08	\$ 3,774.38
2034	\$ 1,030.93	\$ 2,253.61	\$ 276.19	\$ 206.10	\$ 3,766.82
2035	\$ 1,082.47	\$ 2,209.79	\$ 281.71	\$ 200.95	\$ 3,774.92
2036	\$ 1,116.84	\$ 2,163.79	\$ 287.35	\$ 195.53	\$ 3,763.50
2037	\$ 1,185.57	\$ 2,103.76	\$ 293.09	\$ 189.95	\$ 3,772.37
2038	\$ 1,254.30	\$ 2,040.03	\$ 298.95	\$ 184.02	\$ 3,777.30
2039	\$ 1,305.84	\$ 1,972.62	\$ 304.93	\$ 177.75	\$ 3,761.14
2040	\$ 1,391.75	\$ 1,902.43	\$ 311.03	\$ 171.22	\$ 3,776.43
2041	\$ 1,460.48	\$ 1,827.62	\$ 317.25	\$ 164.26	\$ 3,769.61
2042	\$ 1,546.39	\$ 1,749.12	\$ 323.60	\$ 156.96	\$ 3,776.07
2043	\$ 1,615.12	\$ 1,666.00	\$ 330.07	\$ 149.23	\$ 3,760.42
2044	\$ 1,701.03	\$ 1,579.19	\$ 336.67	\$ 141.15	\$ 3,758.04
2045	\$ 1,804.12	\$ 1,487.76	\$ 343.40	\$ 132.65	\$ 3,767.93
2046	\$ 1,907.22	\$ 1,390.79	\$ 350.27	\$ 123.63	\$ 3,771.90
2047	\$ 2,010.31	\$ 1,283.51	\$ 357.28	\$ 114.09	\$ 3,765.18
2048	\$ 2,113.40	\$ 1,170.43	\$ 364.42	\$ 104.04	\$ 3,752.29
2049	\$ 2,250.86	\$ 1,051.55	\$ 371.71	\$ 93.47	\$ 3,767.59
2050	\$ 2,371.13	\$ 924.94	\$ 379.15	\$ 82.22	\$ 3,757.43
2051	\$ 2,508.59	\$ 791.56	\$ 386.73	\$ 70.36	\$ 3,757.24
2052	\$ 2,646.05	\$ 650.45	\$ 394.46	\$ 57.82	\$ 3,748.78
2053	\$ 2,800.69	\$ 501.61	\$ 402.35	\$ 44.59	\$ 3,749.24
2054	\$ 2,972.51	\$ 344.07	\$ 410.40	\$ 30.58	\$ 3,757.56
2055	\$ 3,144.33	\$ 176.87	\$ 418.61	\$ 15.72	\$ 3,755.53
Total	\$ 47,405.50	\$ 48,110.63	\$ 9,390.83	\$ 4,377.66	\$ 109,284.63

Footnotes:

[a] Interest rate on PID Bonds is 4.250% for bonds maturing in 2035, 5.375% for bonds maturing in 2045, and 5.625% for bonds maturing in 2055.

[b] The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.



DRIPPING SPRINGS
Texas

Item 5.

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

From: Shawn Cox, Deputy City Administrator 

Date: August 18, 2026

RE: June 2026 City Treasurer's Report

General Fund:

The General Fund received **\$1,220,401** in revenues for June.

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

- 100-000-40001: Sales Tax Revenue – \$420,704 was received in June, of which \$317,895 is considered City Revenues and is not allocated to either the Utility Fund or through agreements. This is a 1.86% increase from June 2025 receivables.
- 100-200-43000: Site Development Fees – The City collected \$43,883 in subdivision fees, bringing the fiscal year total to \$212,919, or \$162,919 (326%) more than budgeted.
- 100-200-43030: Subdivision Fees - \$117,794 was collected in June. This brings the total collections for FY 2026 to \$598,381, \$138,556 (30.13%) more than budgeted.
- 100-201-42007: Sign Permits – IN June, \$75,546 was collected in Sign Permit Fees.
- 100-201-43031: Building Code Fees – With the collection of \$264,916 in Building Code Fees in June, the total collected to date for FY 2026 is \$1,716,863. This is \$216,863 (14.46%) more than budgeted.
- 100-402-44003: Aquatic Fees – The \$11,106 collected in June brings the total collected for FY 2026 to \$34,632, which is 1,882 (5.75%) more than budgeted.

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

Utility Fund:

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

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 \$103,418 in Wastewater Service Fees in June.
- 400-301-43041: Water Usage – Year-to-date, \$734,689 has been collected in water usage fees, \$80,370 of which was collected in June.
- 400-320-47009: Sales Tax – The Utility Fund sales tax allocation for June totaled \$84,140.73.

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

Dripping Springs Ranch Park (DSRP):

The Ranch Park received **\$88,765** in June.



DRIPPING SPRINGS Texas

Item 5.

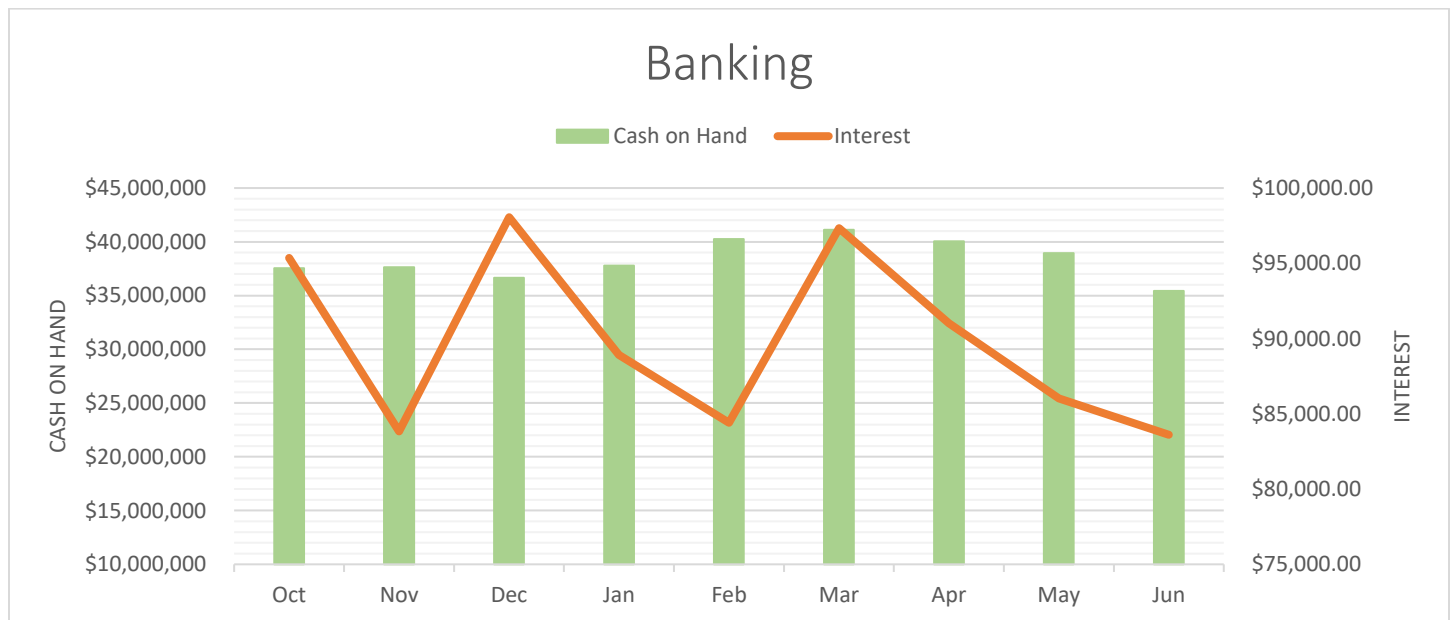
DSRP revenues are in line with the adopted/projected budget. Line items of note include:

- 200-401-43011: RV Site Rental Fees – The \$9,330 collected in June brought the total collected to \$24,214, \$3,214 (15.30%) more than budgeted.
- 200-401-44005: Coyote Camp – Through June, \$140,288 has been collected. The \$4,495 collected in June pushed total collection \$288 higher than budgeted.

DSRP expenditures are in line with the adopted/projected budget.

Banking:

On June 30th, the City's cash balance was **\$35.42 Million**. This is a 9.1% decrease from the previous month's cash balances. The biggest driver for this decrease is the payment of the City's 2019 and 2022 Debt Service payments. A total of **\$83,610** was collected in interest revenues in June.



Journal Entries:

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



City Council Planning Department Staff Report

Item 6.

Planning & Zoning Commission Meeting:

August 18, 2026

Project No:

ZA2026-001

Project Planner:

Sara Varvarigos, AICP – Senior Planner

Item Details

Project Name:

The Mansion Day Spa

Property Location:

200 Bluff St., Dripping Springs, TX

Legal Description:

R138826, W T CHAPMAN #3, BLOCK 4, Lot 1, ACRES 0.3

Applicant:

Russell Collins on behalf of Mr. & Mrs. Killebrew, owners of Glow Medspa on RR12

Property Owners:

Bluff Street Investments LLC

Amendment Request:

Zoning Amendment from “Single-family attached residential district garden home” within the Hays Historic District Overlay (SF5-HO) to “Local Retail” with a Hays Historic District Overlay, and additional Conditional Overlay (LR-HO-CO)

Recommendation:

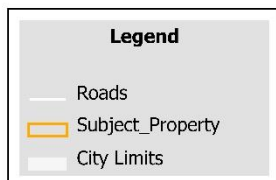
Staff recommends approval of the zoning amendment.



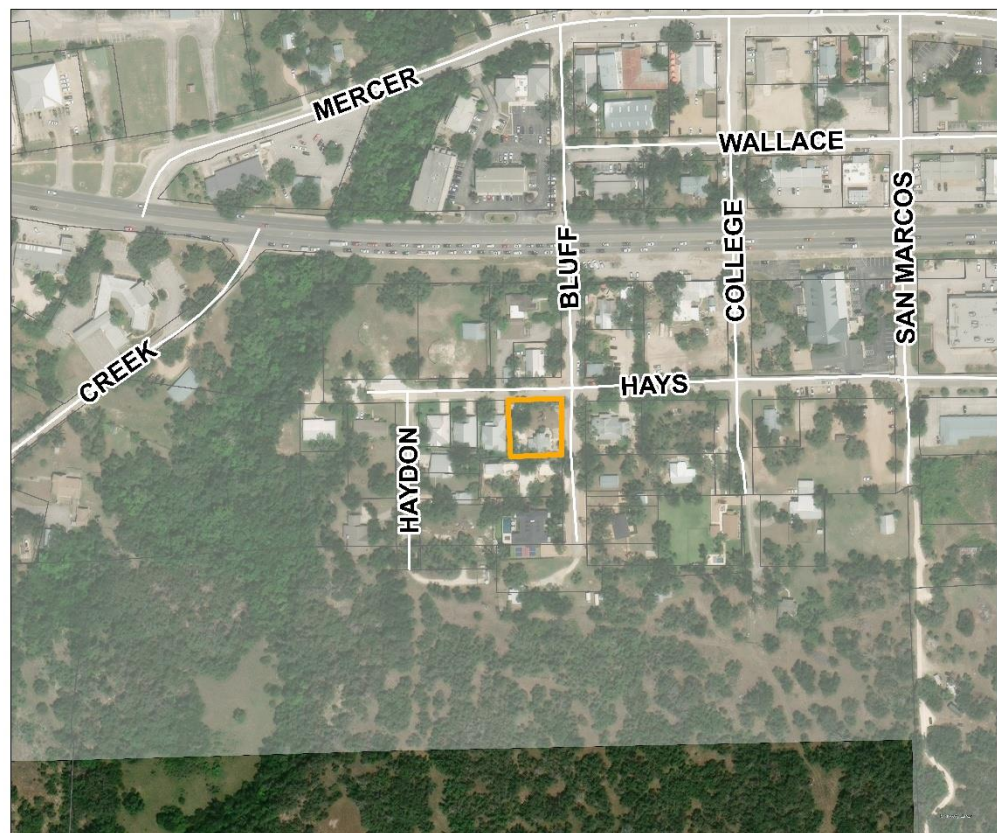
DRIPPING SPRINGS
Texas

Location Map

ZA2026-001
200 Bluff St



0 75 150
Yards



Overview

The applicants requested approval of a zoning map amendment to rezone an approximately 0.3-acre lot located at 200 Bluff St, in the Hays Historic District, from an existing “SF-5, Single-family attached residential district garden home” base zoning district with a Hays Historic District Overlay (SF5-HO), to a “Local Retail” base zoning district with Hays Historic District Overlay (LR-HO). The subject property has an existing historic residential structure and stone cistern on site, which date back to circa 1883 (Exhibit 1).

The applicants intend to convert the existing residential land use to a health spa offering medical services. Mr. & Mrs. Killebrew have owned and operated Glow Med Spa along RR12 for 5 years, and they are now looking to relocate their business to 200 Bluff St. The proposed zoning amendment would rezone the 0.3-acre property from an attached residential zoning district with a Historic District Overlay (which primarily allows for attached single family garden home and duplex land uses with “Home Business Occupations” as an accessory land use) to a Local Retail zoning district with Historic District and Conditional Overlay, which would allow for limited number of local business land uses, including medical health spas, to operate under a restricted footprint (refer to the land use table in Exhibit 2 for a comparison of existing (SF5-HO) and proposed (LR-HO) permitted land uses).

In both the existing and proposed zoning categories, the Historic District Overlay restricts the land uses permitted by right, prioritizing compatibility with existing land uses. For example, the HO overlay restricts the number of land uses permitted under the LR zoning district from 82 to 73, so that certain uses that would ordinarily be allowed in Local Retail (including Check Cashing Service, Credit Agencies, and Furniture Store (New and/or Used)), are prohibited in the Historic District, meaning that this property would be prohibited from allowing those uses. In addition, if a use requires a CUP within Local Retail zoning district, and not in the Historic District (or vice-versa), the CUP would still be required because the City would implement whichever is the most restrictive requirement; the more restrictive principle would also apply if a use is prohibited in one district but not the other. The Historic District Overlay also supports the preservation of historic character and landscapes with design guidelines that must be applied to properties located within the Hays Historic District. Therefore, any proposed exterior updates on 200 Bluff St will benefit from an additional layer of review by the City’s Historic Preservation Commission, and will require approval of a Certificate of Appropriateness Permit, with the goal of preserving the existing architectural character and landscape of the Hays Historic District.

During the month of July 2026, the City of Dripping Springs sent out public notices of the requested Zoning Map Amendment to properties located within 300 feet of 200 Bluff St, and two letters of support were provided to the City of Dripping Springs (refer to Attachment 3). A Planning and Zoning Commission meeting and public hearing was then held on July 28, 2026, and the Planning and Zoning Commission recommended approval of the requested LR-HO zoning-map amendment without conditions. However, it is worth noting that additional public input provided during the P&Z public hearing on July 28, 2026, and through email on July 31, 2026 (refer to attachment 4), expressed support for the proposed Medical Health Spa use at 200 Bluff, while also indicating concern that a zoning amendment might encourage similar zoning amendments in the Hays district, or allow land uses that would be incompatible with the residences in the area. Public input also acknowledged the changing conditions and circumstances in the Hays Historic District, which has been transitioning from a primarily homeowner-occupied neighborhood to an increasingly short-term rental (STR) occupied area, and requested that additional measures be put in place to safeguard the existing quality of life of residents.

Therefore, staff is recommending that additional conditions be placed on the requested zoning amendment, through the addition of a Conditional Overlay, which will amend the proposed zoning from LR-HO to LR-HO-CO (refer to Attachment 2), and will further support the preservation of the existing neighborhood character of the Hays District through the following conditions:

1. reducing land uses permitted by right from 73 to 59
2. increasing the number of land uses requiring a conditional use permit from 12 to 15
3. increasing the number of prohibited land uses from 145 to 156
4. prohibiting any outside storage or display on the site
5. limiting hours of business operation to a schedule between 9 AM to 7 PM.

The proposed LR-HO-CO district retains the requested LR-HO base classification; Exhibit B in attachment 2 imposes the more-restrictive, site-specific regulations that control the identified uses and development conditions listed above. Except for those specified restrictions, the Property will remain subject to the LR-HO district as amended from time to time. Future citywide zoning amendments should be evaluated for consistency with the Property’s continuing Exhibit B restrictions.

Approval of the requested zoning amendment from SF5-HO to LR-HO-CO is an essential step toward facilitating the proposed land use conversion of the site located at 200 Bluff St.

Per Ch. 30 Exhibit A and Hays Historic Guidelines:

- The **SF-5, single-family attached residential district** is intended to promote stable, quality, attached-occupancy residential development on individual lots at slightly increased densities. Individual ownership of each lot is encouraged. This district may be included within certain areas of neighborhoods or, when in accordance with the intent of the comprehensive plan, may provide a "buffer" or transition district between lower density residential areas and multiple-family or nonresidential areas or major thoroughfares.
- The **LR, local retail district** is established to provide areas for low intensity, specialized retail sales that are intended to service local neighborhoods, citizens, and visitors of the city. Bed-and-breakfasts are permitted within local retail districts. General, office, regional commercial, or commercial services uses should not be permitted.
- The **Hays Street Historic District Overlay** is intended to allow land uses that are compatible with the Historic district while also providing design guidance and standards that accomplish the following purposes:
 - Recognize the architectural character and landscapes of the historic neighborhood;
 - Protect and preserve historic neighborhood character, scale, and streetscape; and
 - Support adaptive reuse and context-sensitive infill within the district.
- The **Conditional Overlay** regulations established are more restrictive than the regulations otherwise applicable to the Property in the LR-HO district; further reduce the uses or development rights otherwise available to the Property; restrict business operating hours and outdoor storage, and are reasonably related to upholding the public welfare, and preservation of the Hays historic neighborhood character.

Analysis of Existing and Proposed Zoning

	Comparison of Existing and Proposed Zoning Without Conditional Overlay		
	Existing Zoning: SF5-HO	Proposed Zoning: LR- HO	Differences between SF5-HO & LR-HO
Max Height	40 feet (Main) 25 Feet (Accessory)	40 feet (Main) 25 Feet (Accessory)	0 feet (Main) 0 feet (Accessory)
Min. Front Yard Setback	10 feet	10 feet	0 feet
Min. Side Yard Setback	5 ft	5 feet	0 feet
Min. Rear Yard Setback	10 feet	10 ft	0 feet
Min. Lot Size	2,500	5,000 square feet	2,500 square feet more
Min. Lot Width	30 feet	50 feet	20 feet more
Min. Lot Depth	NA	100 feet	NA
Impervious Cover	80%	60%	20% less
Number of Uses Permitted by Right “P”	16	73*	57 more (refer to Exhibit 2 for full list of permitted “P” uses)

* The LR District without the HO overlay would allow the following additional land uses by right: Telemarketing, Security Monitoring, Credit Agency, Check Cashing Service, Armed Services Recruiting Center, Tire Dealer, Auto Financing & Leasing, Vacuum Cleaner Sales & Repair, and Tool and Machinery Rental; the originally proposed LR-HO overlay therefore restricts uses permitted by right “P” from 82 to 73.

	Comparison of Existing and Proposed Zoning With Conditional Overlay		
	Existing Zoning: SF5-HO	LR- HO-CO	Differences between SF5-HO & LR-HO-CO
Max Height	40 feet (Main) 25 Feet (Accessory)	40 feet (Main) 25 Feet (Accessory)	0 feet (Main)
Min. Front Yard Setback	10 feet	10 feet	0 feet (Accessory)
Min. Side Yard Setback	5 ft	5 feet	0 feet
Min. Rear Yard Setback	10 feet	10 ft	0 feet
Min. Lot Size	2,500	5,000 square feet	0 feet
Min. Lot Width	30 feet	50 feet	2,500 square feet more
Min. Lot Depth	NA	100 feet	20 feet more
Impervious Cover	80%	60%	NA
Number of Uses Permitted by Right “P”	16	59*	43 more than SF5-HO, 14 less than LR-HO (refer to Exhibit 2 for full list of permitted “P” uses)

*The addition of a Conditional Overlay to the originally proposed LR-HO zoning (so that it now becomes LR-HO-CO) would further restrict uses permitted by right, so that Computer Sales, Multiple-Family Dwellings, Rooming/Boarding Houses, Limited Food or Grocery stores, Furniture stores, Hardware stores, Public Markets, Pharmacies, Upholstery Shops, Used Merchandise/Furniture, and Veterinary Clinics with Indoor Kennels would not be permitted by right, while Restaurants, Child Day-Care facilities, and mobile food vendors onsite less than 10 days would now require a CUP.

Analysis of Surrounding Properties



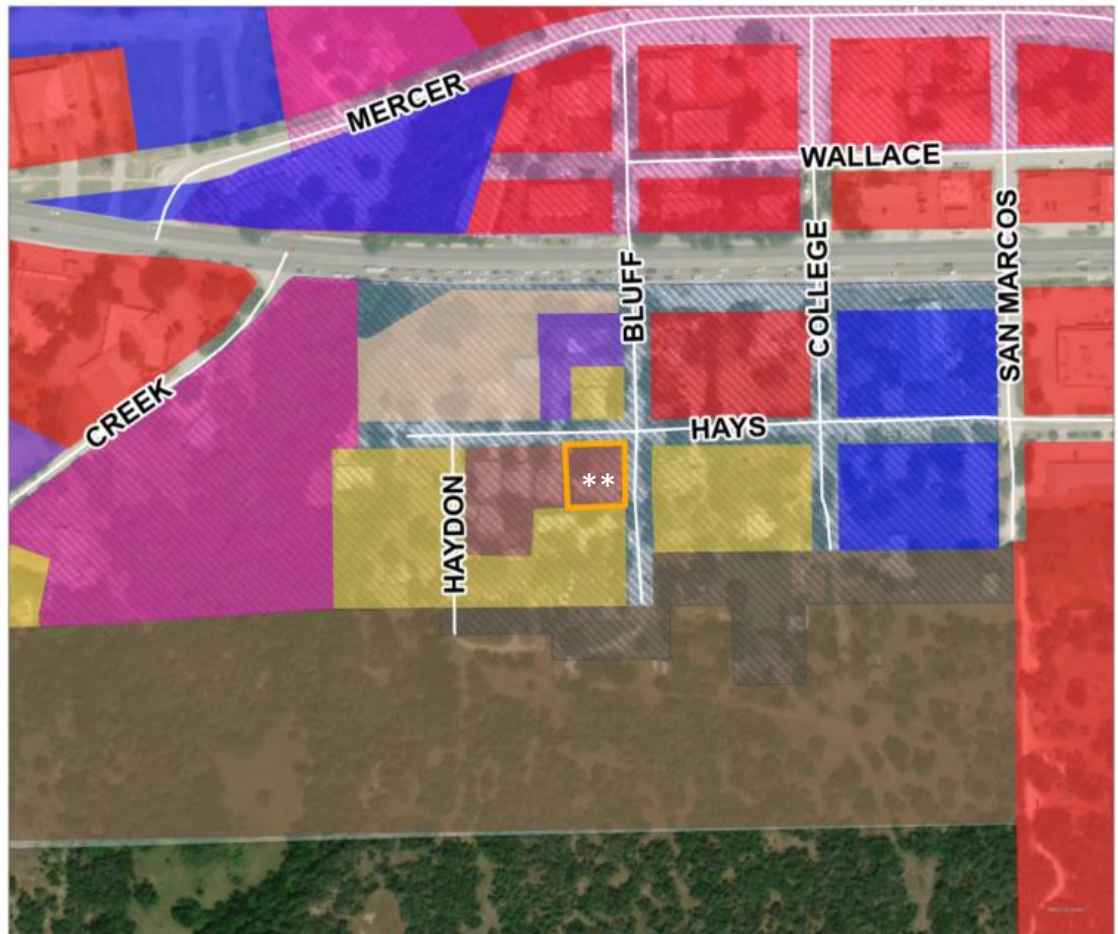
Existing Zoning

ZA2026-001
200 Bluff St

Legend	
	Subject Property
Base Zoning District	
	SF-3
	SF-4
	SF-5
	MF
	GUI
	LR
	GR
	CS
Historic Overlay	
	Hays Street
	Mercer Street



0 75 150
Yards



Direction	Zoning District	Existing Use	Future Land Use Map (FLUM)
North	GR-HO, SF4-HO, CS-HO	Local Businesses	Combination of Village Center* along US 290 and Village Residential** along Hays and Bluff St
East	SF4-HO	Air BnB, Residential	
South	SF4-HO, MF-HO	Local Business, Residential Use	
West	SF5-HO	Residential Use	

* Village Center (Draft 2040 Comp Plan FLUM): Allows mixed use by right (retail, restaurant, office, civic, entertainment, and residential uses as transitions). *This FLUM land use is still draft, therefore it is provided for informational purposes only, and is not binding.*

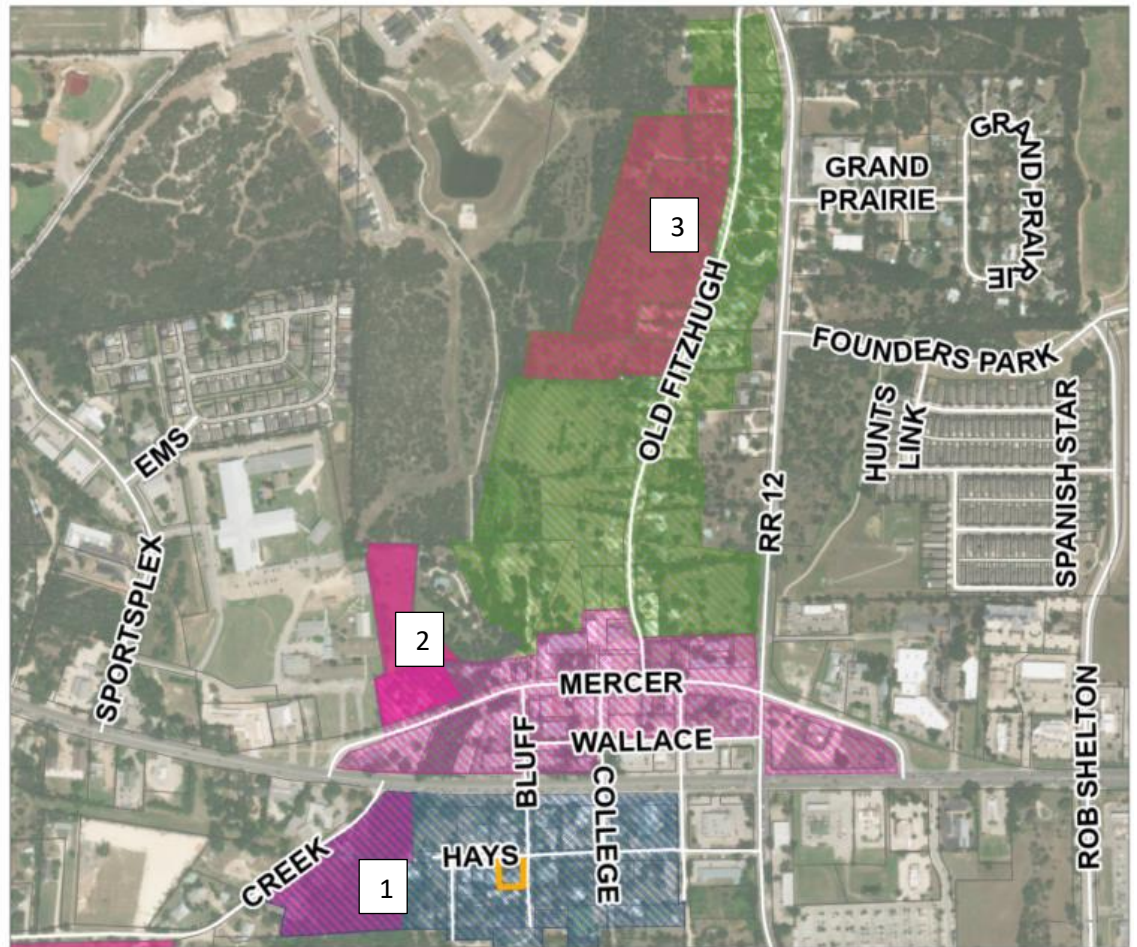
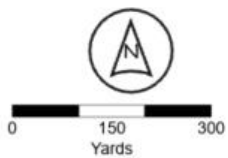
**Village Residential (Draft 2040 Comp Plan FLUM): Historic buildings to maintain their original intent (mostly single family) while allowing garage apartments/granny flats. Allows professional office, live/work, and retail uses. *This FLUM land use is still draft, therefore it is provided for informational purposes only, and is not binding.*

Existing LR-HO Zoned Properties



LR-HO Zoning

ZA2026-001
200 Bluff St



LR-HO Zoning District Areas	Description	Approximate Area	Existing Use
1	LR-HO, Hays District	1.74 & 4.38 Acre Parcels along Creek Rd	Professional Office Use & Short Term Rental
2	LR-HO, Mercer District	2.67 Acre Parcel along Mercer St	Short Term Rental
3	LR-HO, Old Fitzhugh District: Cluster of larger parcels along Old Fitzhugh	15.39 Acres (Multiple Parcels) along Old Fitzhugh Rd	Residential Use, Short Term Rental, Wine Bar, Beauty Salon

Approval Criteria for Zoning Amendment (Chapter 30 Zoning, Exhibit A, Sec 2.28.1 and 2.28.2)

2.28.2 The Planning & Zoning Commission and the City Council shall consider the following factors:

Factors	Staff Comments
1. whether the proposed change will be appropriate in the immediate area concerned;	The proposed zoning change to a Local Retail base zoning district with Historic Overlay, and Conditional Overlay (LR-HO-CO) is considered appropriate for this portion of the Historic District, which abuts several existing local businesses (including Kerry Lynn Designs, Danyale Keim Design, Rolling in Thyme and Dough, and Dripping Springs A/C & Heating, refer to Attachment 1), as well as short term rentals and residences. In addition, two neighboring property owners of 200 Bluff St, (Kerri Cavender of Kerry Lynn Designs - 112 Bluff St, and Danyale Keim of Danyale Keim Design - 102 Bluff St), have provided letters of support for the proposed land use, stating that that the addition of day spa services at 200 Bluff St will attract desirable clientele to the area, further strengthen existing businesses, and increase the overall value and appeal of nearby commercial properties (Attachment 3). The addition of a Conditional Overlay will help address additional input shared by neighborhood residents about the importance of upholding the existing neighborhood character of the immediate area, by imposing conditions relating to the hours of operation of business land uses, and further restricting land uses permitted by right (refer to “Public Comment” section of the staff report, and Attachment 4 for additional public input).
2. their relationship to the general area and the City as a whole;	The updated LR-HO-CO zoning will support the preservation of the historic character of the Hays District, by limiting the permitted land uses to 59 uses that are most compatible with the land uses of the Historic District, as opposed to the full list of 82 land uses that are permitted elsewhere in the City for LR zoning districts without a Historic or Conditional Overlay (refer to Exhibit 2 for more information). The LR-HO-CO zoning will also support the vibrancy and appeal of the historic district, by allowing the adaptive reuse of a historic property that will ultimately: • provide additional services to the surrounding community and visitors to Dripping Springs • support the long-term maintenance and restoration of the historic property.
3. whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and	The proposed zoning change will not conflict with any existing or proposed plans for public infrastructure in the area. The Downtown Master

other utilities to the area;	Drainage and Sidewalk Plan Concept shows on-street parking and sidewalks at this location, although this plan is preliminary and subject to change (refer to Attachment 5). In addition, based on analysis of wastewater production from Medical Offices, it is anticipated that the project will require a minimal amount of Living Unit Equivalents (LUE's) for wastewater, which can be served by the City of Dripping Springs.
4. the amount of undeveloped land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such undeveloped land unavailable for development;	Existing LR-HO-zoned land is primarily found in 3 areas: 1. 101 and 103& 105 Creek Rd 2. 500 Mercer 3. Several contiguous parcels of land along Old Fitzhugh Road. Area 1 is currently occupied by professional offices and short term rentals in the Hays District, with no additional development currently planned. Area 2 is a Recorded Texas Historic Landmark located in the Mercer District, and is a contributing property to this National Register District; the landmark status of this property conveys an additional level of protection to the preservation to the property, and no additional development is currently planned. Area 3 consists of several contiguous parcels in the Old Fitzhugh Rd Historic District, which are currently occupied by Residences, Short Term Rentals, a Wine Bar, and a Beauty Salon. No additional development is currently planned.
4. the recent rate at which land is being developed in the same zoning classification, particularly in the vicinity of the proposed change;	The land in the surrounding areas with this same LR-HO zoning classification is primarily developed land, which has historically been used for single family residential use, but has also increasingly been converted to STRs, offices, and local business land uses in the past decade, with several notable zoning amendments in recent years: • 2007: The amendment of 501, 507, 511, and 731 Old Fitzhugh from SF-1 to LR • 2014: The amendment of 103 and 105 Creek Rd from SF4 to LR • 2016: The amendment of 730, 750, and 801 Old Fitzhugh from SF-1 to LR • 2017: The amendment of 505 Old Fitzhugh from SF-1 to GR • 2020: The amendment of 102 S Bluff from SF-5 to GR-HO, and the amendment of 519 Old Fitzhugh from SF-1 to LR-HO • 2024: The amendment of 575 Old

	Fitzhugh from SF-1 to LR-HO
5. how other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved;	Approving this amendment will not negatively impact other areas designated for LR-HO. It will enhance the vitality of the existing Historic District by allowing compatible business land uses, but it will not interfere with other areas having a similar zoning designation, or impede their ability to develop.
6. whether the proposed change treats the subject parcel of land in a manner which is significantly different from decisions made involving other, similarly situated parcels; and	Approval of this request would not treat the subject parcel differently from other decisions made involving similarly located parcels in the past, as shown with the list of approved rezoning requests referenced in this report. There have been several zoning amendments from single family zoning to Local Retail in the Hays historic district, for example 103 Creek Rd, as well as 102 Bluff St, which was rezoned from SF-5 to GR-HO. However, it will allow for a context-sensitive, and compatible adaptive reuse of the unique historic structure in a historic neighborhood.
7. any other factors which will substantially affect the public health, safety, morals, or general welfare.	The proposed change supports public welfare by enhancing community vitality in the Historic District, offering access to new services, ultimately attracting additional customers and supporting neighboring businesses in the Historic District. It also ensures compatibility with surrounding residential uses, minimizing adverse impacts on adjacent properties by only permitting those land uses most compatible with the Hays Historic District neighborhood, imposing conditions on hours of operation, as well as prohibiting outside storage.

Additional Staff Analysis

Staff considers that the proposed conversion of the iconic residence at 200 Bluff St, which features a unique Classic Greek Revival architectural style, to a health spa offering medical services, would support an appropriate adaptive reuse of the property. The structure, which was built in 1883 by Doctor J. W. Harrison, served as his residence, and it likely had a home medical office for the Doctor's patients. Upon his retirement in 1891, Doctor Harrison sold the property to Doctor S.G. Shaw. Doctor Shaw then owned the property for 2 years, before selling the property to a third doctor, who owned it until it was sold to D.G. Jones in 1905.

Therefore, staff considers that the proposed zoning change would allow for an compatible and context-sensitive adaptive reuse of the property, which would also align with the historic use of the property.

Staff Recommendation

At their regular meeting on July 28, 2026, the Planning & Zoning Commission voted unanimously to recommend approval of this request.

Staff recommends **Approval** of the zoning amendment as presented.

Council Review:

2.35.1 Every application or proposal which is recommended for approval or approval with conditions by the P&Z shall be automatically forwarded, along with the P&Z's recommendation, to the city council for setting and holding of public hearing thereon following appropriate public hearing notification, as prescribed in subsection 2.32. The city council may then approve the request, approve it with conditions, or disapprove it by a simple majority vote of the city council members present and voting, except where super majority is required as listed below.

Public Notification

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the zoning map amendment. Please see "Public Comments" section for information on public input results.

Meeting Schedule

July 28, 2026 – Planning & Zoning Commission (application recommended for approval without conditions)

August 18, 2026 – City Council

Future HPC meeting(s) will be required for review and decision of the COA permit application

Note that a parking variance may be required if the site plan requires an off-site parking agreement

Attachments

Exhibit 1 – Zoning Amendment Application

Exhibit 2 – Proposed Draft Zoning Amendment Ordinance

Exhibit 3 – Support Letter- Local businesses

Exhibit 4 – Resident Public Input Letter

Exhibit 5 – Downtown Master Drainage and Sidewalk Plan Concept

Recommended Action:	Recommend approval of the requested Zoning Amendment
Alternatives/Options:	Recommend denial of the zoning map amendment.
Budget/Financial Impact:	All fees have been paid.
Public Comments:	a. 2 Public letters in support provided by adjacent business owners located at 112 Bluff St (Kerri Cavender, Kerry Lynn Designs) and 102 Bluff St (Danyale Keim Design) (refer to attachment 3) b. P&Z Public Hearing Feedback shared on July 28, 2026: a. Evelyn Strong (former P&Z Commissioner) shared positive feedback about the proposed land use, and expressed concern about the parking arrangements in the conceptual site plan being inadequate b. Hays District Resident Taline Manassian provided public input supporting the proposed medical spa use, and also expressed concern about the potential impact to the residents c. In a letter sent on July 31, 2026 (refer to attachment 4) Hays District Resident Steve Mallett expressed support for the proposed medical use, and the rehabilitation of the historic building, while requesting that additional conditions be placed on a zoning amendment to preserve the quality of life of neighboring residences
Enforcement Issues:	N/A



Attachment 1



200 BLUFF STREET, DRIPPING SPRINGS, TEXAS

MR. & MRS. KILLIBREW

1494 Bunker Ranch Blvd
Dripping Springs, TX 78620-2397

SUBMISSION:
CITY OF DRIPPING SPRINGS, TEXAS

AMENDED ZONING APPLICATION



Submitted by:
ResolveDesigns LLC

ResolveDesigns LLC

Commercial Real Estate Development Advisory

Submitted Date:

June 13, 2026

Dripping Springs, TX

- A. CITY OF DRIPPING SPRINGS' ZONING / PDD AMENDMENT APPLICATION
 - a. PROPERTY OWNER & APPLICANT CONTACT INFORMATION
 - b. PROPERTY & ZONING INFORMATION
 - c. COMPLIANCE WITH OUTDOOR LIGHTING SELECTION
 - d. APPLICANT'S SIGNATURE
 - e. ZONING AMENDMENT SUBMITTAL

- B. CITY OF DRIPPING SPRINGS' BILLING CONTACT FORM

- C. CITY OF DRIPPING SPRINGS' LIGHTING ORDINANCE COMPLIANCE AGREEMENT

- D. APPLICANTS SUBMISSION OF EXHIBIT DOCUMENTATION [11X17]
 - a. GIS DATA & PARCEL INFORMATION
 - b. LEGAL DESCRIPTION
 - c. CONCEPT PLAN
 - d. PLANS
 - e. MAPS & NEIGHBORING ZONING CONTEXT
 - f. ARCHITECTURAL ELEVATIONS
 - g. EXPLANATION FOR REQUESTS

- E. PARTIES TO THE APPLICATION

- F. CONCLUSION



ZONING/PDD AMENDMENT APPLICATION

Case Number (staff use only): _____ - _____

CONTACT INFORMATION

PROPERTY OWNER NAME BLUFF STREET INVESTMENTS LLC

STREET ADDRESS 2104 STAMFORD LANE

CITY AUSTIN STATE TEXAS ZIP CODE 78703-2946

PHONE ** EMAIL **

APPLICANT NAME RUSSELL R COLLINS ON BEHALF OF JENNIFER KILLEBREW

COMPANY RESOLVEDESIGNS LLC

STREET ADDRESS 120 SAINT RICHIE LANE

CITY AUSTIN STATE TEXAS ZIP CODE 78737

PHONE 512-426-2103 EMAIL [REDACTED].COM

REASONS FOR AMENDMENT

☐ TO CORRECT ANY ERROR IN THE REGULATION
OR MAP

☐ TO RECOGNIZE CHANGES IN TECHNOLOGY, STYLE
OF LIVING, OR MANNER OF CONDUCTING BUSINESS

☐ TO RECOGNIZE CHANGED CONDITIONS OR
CIRCUMSTANCES IN A PARTICULAR LOCALITY

☒ TO MAKE CHANGES IN ORDER TO IMPLEMENT
POLICIES REFLECTED WITHIN THE COMPREHENSIVE
PLAN

PROPERTY & ZONING INFORMATION	
PROPERTY OWNER NAME	BLUFF STREET INVESTMENTS LLC
PROPERTY ADDRESS	200 BLUFF ST, DRIPPING SPRINGS, TX 78620
CURRENT LEGAL DESCRIPTION	W T CHAPMAN #3, BLOCK 4, Lot 1, ACRES 0.3
TAX ID#	HAYS PARCEL # R138826
LOCATED IN	☒ CITY LIMITS ☐ EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	SF-5, HO [HAYS STREET DISTRICT
REQUESTED ZONING/AMENDMENT TO PDD	LR : LOCAL RETAIL DISTRICT ,HO
REASON FOR REQUEST (Attach extra sheet if necessary)	AS CURRENT SMALL BUSINESS OWNERS IN DRIPPING SPRINGS, WE ARE CREATING A HISTORIC-DISTRICT FRIENDLY, SMALL BUSINESS MEDICAL DAY SPA. THE CURRENT SF-5 ZONE DOES NOT ALLOW OPERATING A SMALL MEDICAL OFFICE.
INFORMATION ABOUT PROPOSED USES (Attach extra sheet if necessary)	OUR SMALL BUSINESS MEDICAL DAY SPA WILL OFFER: Beauty treatments, Peptide Therapies , Personalized HRT hormone evaluation and management, Peptides to slow down the aging process, Cosmetics and Fillers, Weight loss GLP-1 medications, Expert nutrition and exercise

COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE? *

(See attached agreement).

☒ YES (REQUIRED)* ☐ YES (VOLUNTARY)* ☐ NO*

* If proposed subdivision is in the City Limits, compliance with Lighting Ordinance is **mandatory**. If proposed subdivision is in the ETJ, compliance is **mandatory** when required by a Development Agreement or as a condition of an Alternative Standard/Special Exception/Variance/Waiver.

Voluntary compliance is strongly encouraged by those not required by above criteria (see *Outdoor Lighting tab* on the CORDS webpage and online *Lighting Ordinance* under *Code of Ordinances tab* for more information).

APPLICANT'S SIGNATURE

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Russell R Collins, ResolveDesigns LLC is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.

(As recorded in the Hays County Property Deed Records, Vol. 17, Pg. 36.)

PETER CHRISTIAN CROSSON
Name

MANAGER - BLUFF STREET INVESTMENTS, LLC
Title

STATE OF TEXAS §

§

COUNTY OF HAYS §

This instrument was acknowledged before me on the 28th day of MAY,

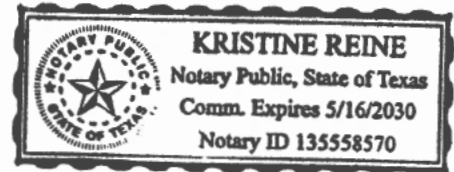
2020 by Kristine Reine.

Kristine Reine
Notary Public, State of Texas

My Commission Expires: May 16, 2030

Russell R Collins,
ResolveDesigns LLC, Commercial Development Advisory

Name of Applicant



ZONING AMENDMENT SUBMITTAL

All required items and information (including all applicable above listed exhibits and fees) must be received by the City for an application and request to be considered complete. **Incomplete submissions will not be accepted.** By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:


Applicant Signature

JUNE 18, 2026
Date

CHECKLIST

STAFF	APPLICANT		
☐	☒	Completed Application Form - including all required signatures and notarized	
☐	☒	Application Fee-Zoning Amendment or PDD Amendment (<i>refer to Fee Schedule</i>)	EXEMPT
		PDF/Digital Copies of all submitted Documents	
☐	☒	When submitting digital files, a cover sheet must be included outlining what digital contents are included.	
☐	☒	Billing Contact Form	
☐	☒	GIS Data	
☐	☒	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings (<i>required if marked "Yes (Required)" on above Lighting Ordinance Section of application</i>)	
☐	☒	Legal Description	
☐	☒	Concept Plan	
☐	☒	Plans	
☐	☒	Maps	
☐	☒	Architectural Elevation	
☐	☒	Explanation for request (<i>attach extra sheets if necessary</i>)	
☐	☒	Information about proposed uses (<i>attach extra sheets if necessary</i>)	
☐	☒	Public Notice Sign (<i>refer to Fee Schedule</i>)	EXEMPT
☐	☒	Proof of Ownership-Tax Certificate or Deed	
☐	☐	Copy of Planned Development District (<i>if applicable</i>)	N/A
☐	☐	Digital Copy of the Proposed Zoning or Planned Development District Amendment	N/A

Project Number: _____ - _____
 Only filled out by staff



DRIPPING SPRINGS
 Texas

BILLING CONTACT FORM

Project Name: MANSION DAY SPA

Project Address: 200 BLUFF STREET , DRIPPING SPRINGS, TX 78620

Project Applicant Name: RUSSELL R COLLINS ON BEHALF OF JENI KILLEBREW

Billing Contact Information

Name: JENI KILLEBREW

Mailing Address: 1494 Bunker Ranch Blvd.

Dripping Springs, TX 78620

Email: [REDACTED] Phone Number: 512- 673-0066 cell

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

- | | |
|---|--|
| ☐ Alternative Standard | ☐ Special Exception |
| ☐ Certificate of Appropriateness | ☐ Street Closure Permit |
| ☐ Conditional Use Permit | ☐ Subdivision |
| ☐ Development Agreement | ☐ Waiver |
| ☐ Exterior Design | ☐ Wastewater Service |
| ☐ Landscape Plan | ☐ Variance |
| ☐ Lighting Plan | ☒ Zoning |
| ☐ Site Development Permit | ☐ Other _____ |

*Applicants are required to pay all associated costs associated with a project's application for a permit, plan, certificate, special exception, waiver, variance, alternative standard, or agreement, regardless of City approval. Associated costs may include, but are not limited to, public notices and outside professional services provided to the City by engineers, attorneys, surveyors, inspectors, landscape consultants, lighting consultants, architects, historic preservation consultants, and others, as required. Associated costs will be billed at cost plus 20% to cover the City's additional administrative costs. **Please see the online Master Fee Schedule for more details.** By signing below, I am acknowledging that the above listed party is financially accountable for the payment and responsibility of these fees.*

Russell R. Collins

Signature of Applicant

JUNE 18 , 2026

Date



DRIPPING SPRINGS
Texas

Received on/by:

Date, initials

LIGHTING ORDINANCE COMPLIANCE AGREEMENT

Property Address: 200 Bluff Street, Dripping Springs, TX 78620

☒ Commercial

☐ Residential

Applicant's Name (and Business Name, if Applicable):

Russell R Collins, ResolveDesigns LLC

Applicant's Address: 120 Saint Richie Ln, Austin TX, 78737

Applicant's Email: [REDACTED]

☐ **VOLUNTARY COMPLIANCE** with mitigation conditions:

☒ **MANDATORY COMPLIANCE:**

IF APPLYING FOR:

- ☐ Conditional Use Permit
☒ Zoning Amendment Application
☐ Subdivision Approval
☐ Building Permit

- ☐ Site Development Permit
☐ Sign Permit
☐ Alcoholic Beverage Permit
☐ Food Establishment Permit
☐ On-Site Sewage Facility Permit

By applying for a **Conditional Use Permit, Zoning Amendment Application, Subdivision Approval, or Building Permit** for a major addition, all existing outdoor lighting shall be brought into conformance with the City of Dripping Spring's Lighting Ordinance (see Ch. 24, Sec 1, 24.06.005 in CODS Code of Ord.) before: final inspection, issuance of a certificate of occupancy, or final plot recordation.

Applicants receiving a permit for: **Site Development, Sign Permit** for externally or internally-illuminated outdoor sign, initial **Alcoholic Beverage Permit**, initial **Food Establishment Permit**, and **On-Site Sewage Facility Permit** shall have a maximum of 90 days from permit issuance to conform with the City of Dripping Spring's Lighting Ordinance (see Ch. 24, Sec 1, 24.06.005 in CODS Code of Ord.).

*-If existing lighting is nonconforming, plans for bringing the lighting into conformance are **required** to be attached to this agreement.*

*-If existing lighting is already in conformity with the lighting ordinance, photos of all on-site lighting are **required** to be attached to this agreement for verification.*

By signing below, I acknowledge that I have read and agreed to these terms and conditions and accept responsibility for conforming to the above stated ordinance specifications:

Signature

JUNE 18 , 2026

Date



DRIPPING SPRINGS'

EXCLUSIVE DAY SPA & WELLNESS RESORT



PRESENTED BY: RESOLVEDESIGNS LLC

OFFERED BY: MANSION DAY SPA

 Item 6	
RESOLVEDESIGNS LLC DEVELOPMENT + PLANNING www.ResolveDesigns.com info@ResolveDesigns.com 512-426-2103	
OWNER / CLIENT KILLBREWS POTENTIAL LAND OWNER DRIPPING SPRINGS, TX 78620 M : (---) ----- -----.com	
MASTER DEVELOPER + DESIGN RUSSELL R COLLINS LEED-AP, AIA-A, PMP MANAGING PRINCIPAL 512-426-2103 C RCOLLINS@RESOLVEDESIGNS.COM	
ENGINEER OF RECORD T.B.D.	
CONTRACTOR + CONSULTANTS T.B.D.	
MANSION DAY SPA WELLNESS RETREAT 200 BLUFF ST, DRIPPING SPRINGS, TX 78620	
PROJECT NUMBER: 2026 - 11 MANSION DAY SPA	
PROJECT REFERENCES: PARCEL ID # AS NOTED LOCAL DESIGN AS NOTED MUNICIPALITY AS NOTED LAT - LONG AS NOTED APPROX QDF AS NOTED	
ISSUED REVISIONS NUMBER: DATE: ISSUE DATE 06.18.26 REVISION 01 <-> REVISION 02 <->	
ISSUED BY: RESOLVEDESIGNS LLC	
SHEET NAME: PROJECT INTRODUCTION	
SHEET NUMBER 14:	
A.1	

200 BLUFF STREET | DRIPPING SPRINGS' HISTORIC HAYS STREET DISTRICT

HISTORIC CONTEXT : BUILT IN 1883 & PORCH ADDED 1905

Dr. J. W. Harrison bought a portion of block four in the third addition in 1883 and built a two-story home on it.

In 1891 he retired, moved to Kerrville, and sold it to another doctor, S. G. Shaw. Twenty months later the property was sold to a third doctor, who only lived in the house for a few years. D. G. Jones purchased the house in 1895, and in 1905 he added a two-story porch to the front of the house.

Hays CAD Web Map



ASSET REFERENCE:

ADDRESS: 200 BLUFF STREET, DRIPPING SPRINGS, TX. 78620

LEGAL DESCRIPTION: A0415 Philip A Smith Survey, Acres 3.17

ACREAGE : 0.3 ACRES

ZONING : CURRENT : SF-5

REQUESTED AMENDED ZONING TO : L.R. [LOCAL RETAIL]

MUNICIPALITY : DRIPPING SPRINGS, TX | CITY LIMITS FULL PURPOSE

PARCEL ID#’S : R138826

ELEVATION : FLAT GRADE @ APPROX 1140 FT

LAT: | LONG. : 30.1904, -98.09105

RESOURCE # H18A



HISTORIC RESOURCE INVENTORY FORM

Hays Street Historic District

Post Oak Preservation Solutions | Surveyed 2024

IDENTIFICATION

ADDRESS 200 Bluff St

CITY Dripping Springs

COUNTY Hays

STATE TX

HISTORIC NAME Dr. Harrison House/D. G. Jones House

CURRENT NAME Dr. Harrison House/D. G. Jones House

LAT 30.190377

LONG -98.090997

PARCEL # 138826

LEGAL DESCRIPTION W T Chapman #3, Block 4, Lot 1, ACRES 0.3

OWNER NAME Bluff Street Investments LLC

OWNER ADDRESS 3600 Taylors Dr Austin, TX 78703

HISTORIC USE Domestic/Single Dwelling

CURRENT USE Domestic/Single Dwelling



ARCHITECTURAL INFORMATION

CATEGORY ☒ Building ☐ Site ☐ Structure ☐ Object

ACREAGE 0.3

ARCHITECTURAL STYLE(S) Greek revival

NO. OF STORIES 2

PLAN rectangular

ROOF TYPE cross gable

ROOF MATERIAL metal

WALL CLADDING wood siding

WINDOWS ☒ Historic ☐ Replacement

WINDOW MATERIAL/CONFIGURATION 4/4 wood, 1/1 wood

FRONT PORCH TYPE/PLACEMENT Full height, 3-bay entry porch centered on primary elevation.

CHARACTER-DEFINING FEATURES porch, wood siding/shingles, exterior chimney, cistern, windows, doors

LANDSCAPE FEATURES wood picket fence; historic cistern

NOTES

L-shaped kitchen wing in rear (HHM)

ANCILLARY STRUCTURES ☒ Yes ☐ No

HAYS STREET HISTORIC DISTRICT | RESOURCE #

H18B

ANCILLARY STRUCTURE # H18B

CATEGORY ☐ Building ☐ Site ☒ Structure ☐ Object

CONSTRUCTION DATE 1883

CURRENT USE Domestic/Secondary Structure

HISTORIC USE Domestic/Secondary Structure

NO. OF STORIES N/A

EXTERIOR WALL CLADDING limestone

ROOF TYPE conical

ROOF MATERIAL metal

NOTES

Stone cistern

PRIORITY ASSESSMENT

PRIORITY ☒ High ☐ Medium ☐ Low

INTEGRITY ☒ Location ☒ Setting ☒ Design ☒ Materials ☒ Workmanship ☒ Feeling ☒ Association ☐ Not Historic Age

ALTERATIONS

NOTES

ENDANGERED ☒ No ☐ Yes



Item 6

RESOLVEDESIGNS
DEVELOPMENT + PLANNING
www.ResolveDesigns.com
info@ResolveDesigns.com
512-426-2103

OWNER / CLIENT

KILLBREWS
POTENTIAL LAND OWNER

DRIPPING SPRINGS, TX 78620

M : (---) -----
-----.com

MASTER DEVELOPER + DESIGN

RUSSELL R COLLINS
LEED-AP, AIA-A, PMP
MANAGING PRINCIPAL
512-426-2103 C
RCOLLINS@RESOLVEDESIGNS.COM

ENGINEER OF RECORD

T.B.D

CONTRACTOR + CONSULTANTS

T.B.D

MANSON DAY SPA
WELLNESS RETREAT
200 BLUFF ST, DRIPPING SPRINGS, TX 78620

PROJECT NUMBER:
2026 - 11 MANSON DAY SPA

PROJECT REFERENCES:
PARCEL ID # AS NOTED
LEGAL DESIG. TAG NOTED
MUNICIPALITY | AS NOTED
LAT - LONG. | AS NOTED
APPROX GSP | AS NOTED

ISSUED | REVISIONS

NUMBER: DATE:

ISSUE DATE 06.18.26

REVISION 01 <->

REVISION 02 <->

ISSUED BY:
RESOLVEDESIGNS LLC

SHEET NAME:
HISTORICAL
CONTEXT

SHEET NUMBER

142

A.2

ZONING CONTEXT :

MULTIPLE NEIGHBORING SMALL BUSINESSES OPERATE AS A GENERAL RETAIL [GR], COMMERCIAL SERVICES [CS] AND LOCAL RETAIL [LR].

REQUESTED AMENDED ZONING TO LOCAL RETAIL [LR]

ArcGIS Web Map



Roads

Parcels

Conditional Overlay

Zoning

SF-3

SF-4

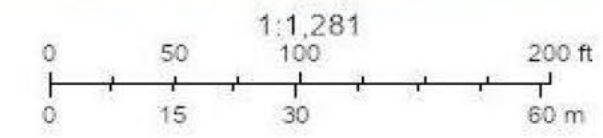
SF-5

MF

LR

GR

CS



See web site for license constraints. | U.S. Geological Survey (USGS)

RESOLVEDESIGNS

Item 6

OWNER / CLIENT

KILLIBREWS

POTENTIAL LAND OWNER

DRIPPING SPRINGS, TX 78620

M : (---) -----

-----.com

MASTER DEVELOPER + DESIGN

RUSSELL R COLLINS

LEED-AP, AIA-A, PMP

MANAGING PRINCIPAL

512-426-2103 C

RCOLLINS@RESOLVEDESIGNS.COM

ENGINEER OF RECORD

T.B.D

CONTRACTOR + CONSULTANTS

T.B.D

MANSION DAY SPA

WELLNESS RETREAT

200 BLUFF ST, DRIPPING SPRINGS, TX 78620

PROJECT NUMBER:

2026 - 11 MANSION DAY SPA

PROJECT REFERENCES:

PARCEL ID # AS NOTED

LOCAL DESIGN | AS NOTED

MUNICIPALITY | AS NOTED

LAT - LONG | AS NOTED

APPROX GSP | AS NOTED

ISSUED | REVISIONS

NUMBER: DATE:

ISSUE DATE 06.18.26

REVISION 01 <->

REVISION 02 <->

ISSUED BY:

RESOLVEDESIGNS LLC

SHEET NAME:

DEVELOPMENT

PROGRAM

ZONING

CONTEXT

SHEET NUMBER

14

1

A.3

ZONING CONTEXT

NOT TO SCALE

14

A.3

OVERALL MASTER SITE PLAN | DEVELOPMENT CONCEPT

IMPERVIOUS COVERAGE CALCULATIONS

LOT AREA (.30 ACRES) =	13,068 SF
ALLOWED IMPERVIOUS COVERAGE [I.C.]	60 %
ALLOWABLE I.C. LOT GSF =	7,841 SF
CURRENT I.C. % =	12 %

EXISTING STRUCTURE GSF	1,613 SF
PROPOSED NEW STRUCTURE GSF	2,847 SF
COMBINED GSF =	4,460 SF
PROPOSED COMBINED [I.C.]	43 %

AVAIL. GSF BALANCE TO DEVELOPMENT 3,381 SF

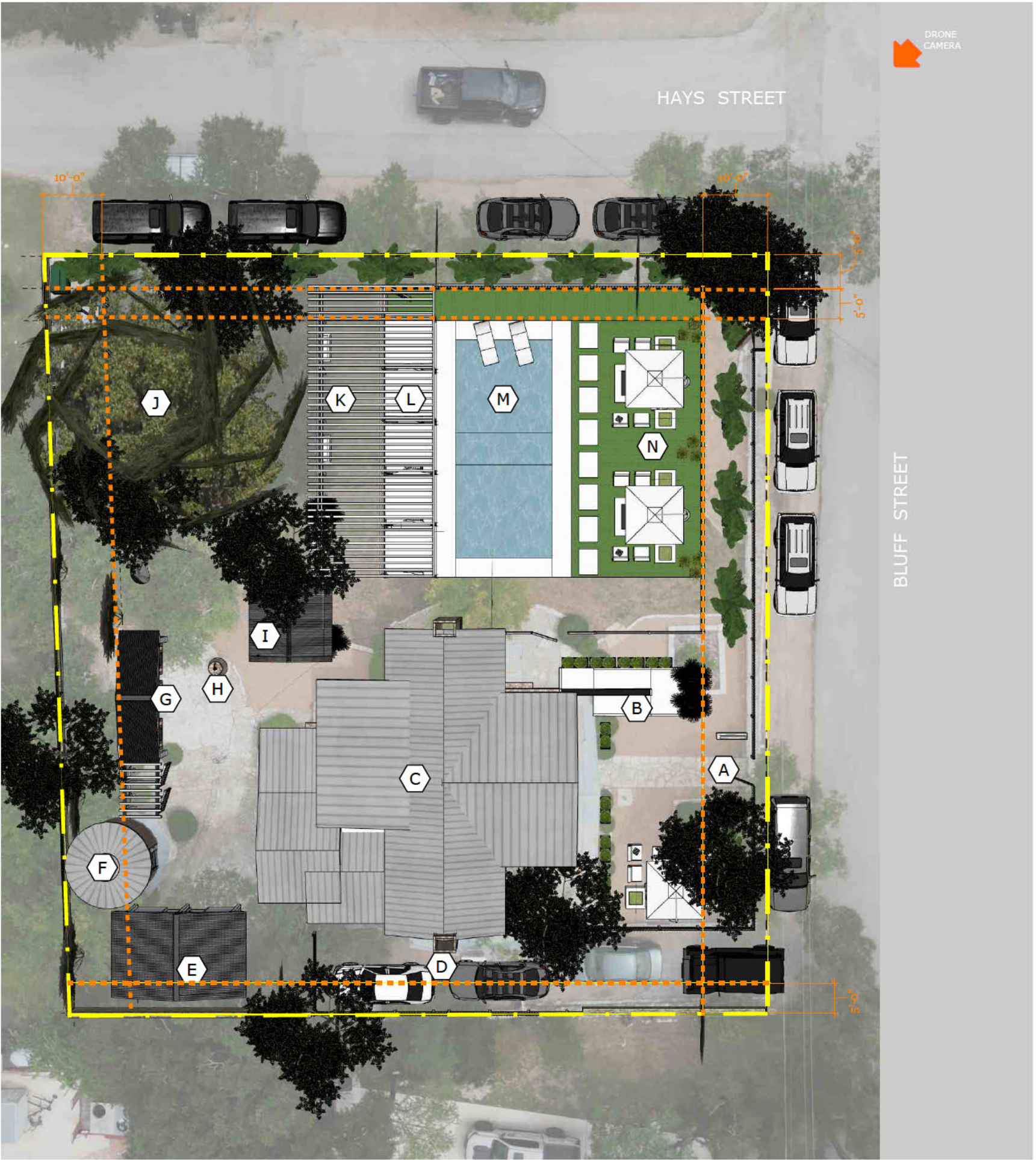


KEYED LEGEND | MASTER SITE PLAN

(A)	MAIN ENTRANCE TO BLUFF STREET	
(B)	ADA COMPLIANT RAMP	146 SF
(C)	EXISTING RESIDENTIAL	1613 SF
(D)	ADDITIONAL PARKING STALLS (2)	
(E)	NEW CHANGING RESTROOMS - UNISEX (2)	266 SF
(F)	STONE CISTERN REPURPOSED FOR SALT CAVE	
(G)	NEW SAUANA ENCLOSURE WITH SHOWERS	186 SF
(H)	REPURPOSED WELL FOR AESTHETICS	
(I)	FRESH JUICE AND APEROL SPRITZS BAR	162 SF
(J)	LEGACY TREE LOUNGE GROUNDS	
(K)	MASS TIMBER PERGOLA	
(L)	SEMI PRIVATE CABANAS + POOL SURROUND	1,040 SF
(M)	15' x 35' LOUNGE POOL	525 SF
(N)	THE GREAT LAWN (@ 50% I.C.)	523 SF

LEGENDS

- SETBACKS
- PARCEL BOUNDARY



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OWNER / CLIENT

KILLBREWS

POTENTIAL LAND OWNER

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M : (---) -----

-----.com

MASTER DEVELOPER + DESIGN

RUSSELL R COLLINS

LEED-AP, AIA-A, PMP

MANAGING PRINCIPAL

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RCOLLINS@RESOLVEDDESIGNS.COM

ENGINEER OF RECORD

T.B.D

CONTRACTOR + CONSULTANTS

T.B.D

Item 6

14

OVERALL MASTER SITE PLAN | DEVELOPMENT CONCEPT

IMPERVIOUS COVERAGE CALCULATIONS

LOT AREA (.30 ACRES) =	13,068 SF
ALLOWED IMPERVIOUS COVERAGE [I.C.]	60 %
ALLOWABLE I.C. LOT GSF =	7,841 SF
CURRENT I.C. % =	12 %

EXISTING STRUCTURE GSF	1,613 SF
PROPOSED NEW STRUCTURE GSF	2,847 SF
COMBINED GSF =	4,460 SF
PROPOSED COMBINED [I.C.]	43 %

AVAIL. GSF BALANCE TO DEVELOPMENT 3,381 SF

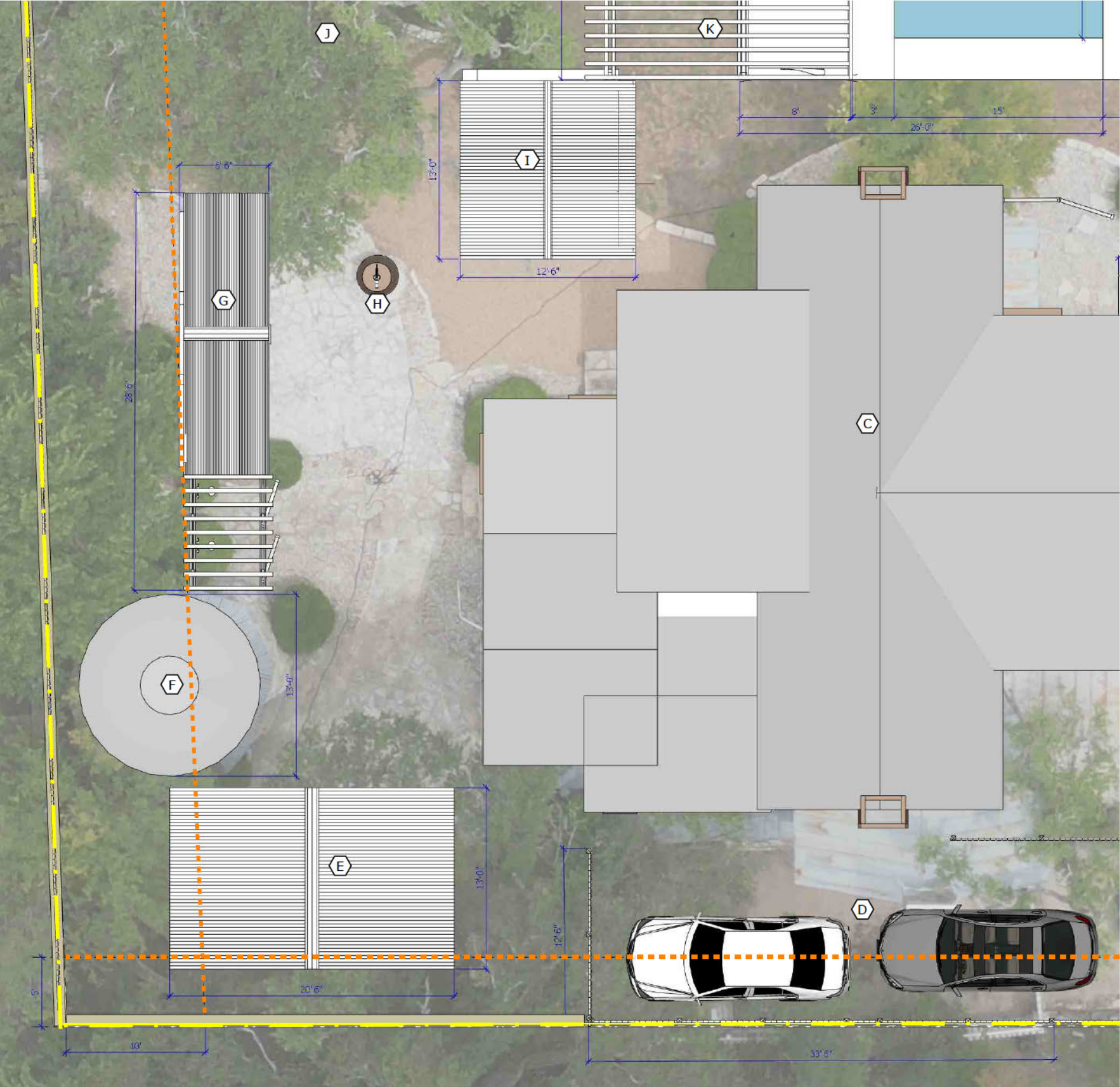
LEGENDS

SETBACKS

 PARCEL BOUNDARY

KEYED LEGEND | MASTER SITE PLAN

A	MAIN ENTRANCE TO BLUFF STREET	
B	ADA COMPLIANT RAMP	146 SF
C	EXISTING RESIDENTIAL	1613 SF
D	ADDITIONAL PARKING STALLS (2)	
E	NEW CHANGING RESTROOMS - UNISEX (2)	266 SF
F	STONE CISTERN REPURPOSED FOR SALT CAVE	
G	NEW SAUANA ENCLOSURE WITH SHOWERS	186 SF
H	REPURPOSED WELL FOR AESTHETICS	
I	FRESH JUICE AND APEROL SPRITZS BAR	162 SF
J	LEGACY TREE LOUNGE GROUNDS	
K	MASS TIMBER PERGOLA	
L	SEMI PRIVATE CABANAS + POOL SURROUND	1040 SF
M	15' x 35' LOUNGE POOL	525 SF
N	THE GREAT LAWN (@ 50% I.C.)	523 SF



1 DIMENSION PLAN AA
A.5 NOT TO SCALE



MANSION DAY SPA
WELLNESS RETREAT
200 BLUFF ST, DRIPPING SPRINGS, TX 78620

PROJECT NUMBER:
26 - 11 MANSION DAY SPA

PROJECT REFERENCES:
RECEIVED # AS NOTED
LEGAL DESCR. | AS NOTED
LOCALITY | AS NOTED
T - LONG. | AS NOTED
PRX CSE | AS NOTED

ISSUED REVISIONS	
NUMBER:	DATE:
SUE DATE	06.18.26
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VISION 02	<>
ISSUED BY:	
RESOLVEDDESIGNS LLC	

SHEET NAME:
CONCEPT
MASTER SITE
OVERALL
DIMENSIONS_A

SHEET NUMBER

A.5

OVERALL MASTER SITE PLAN | DEVELOPMENT CONCEPT

IMPERVIOUS COVERAGE CALCULATIONS

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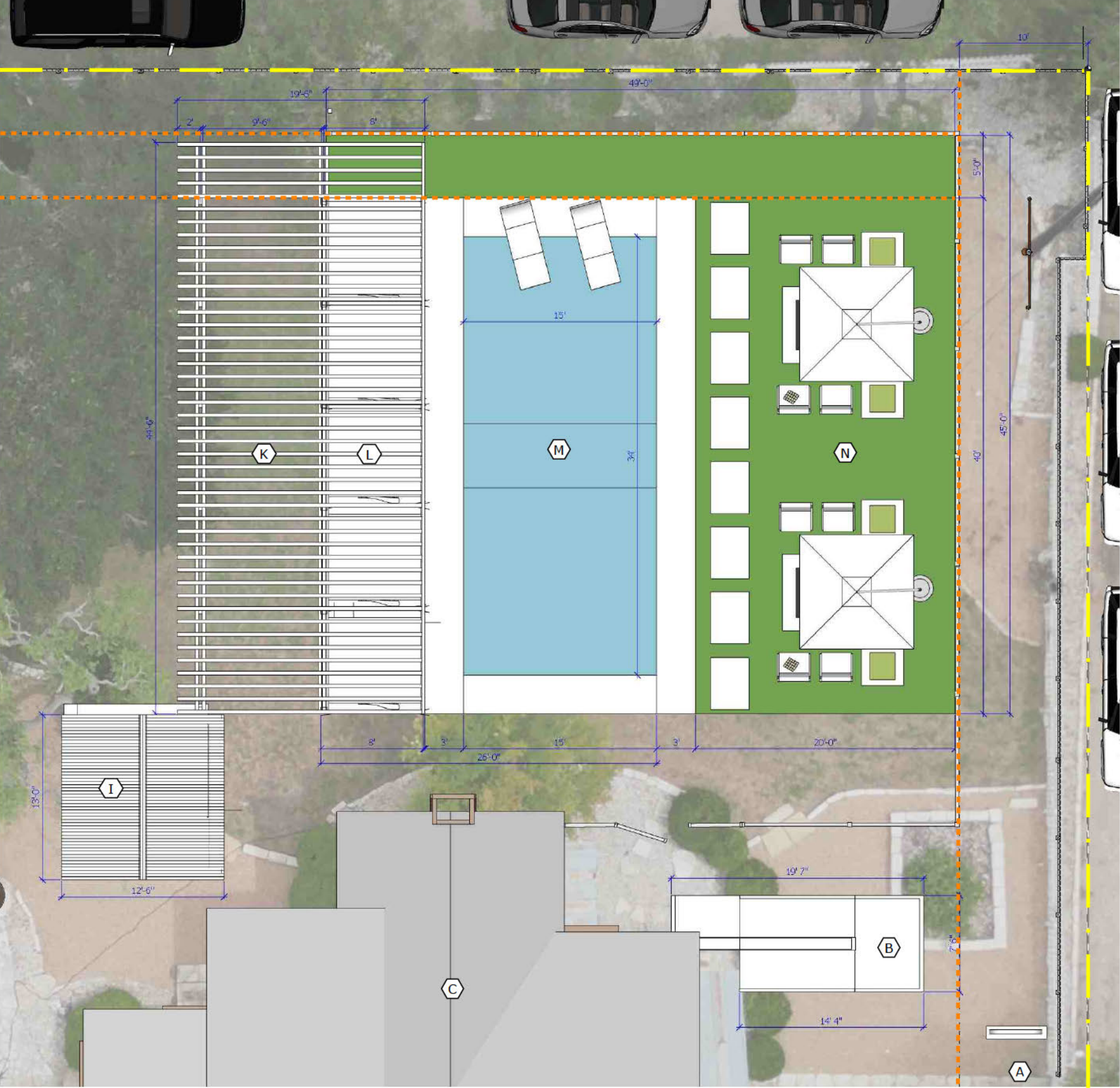
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LEGENDS

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 PARCEL BOUNDARY

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MANSION DAY SPA
WELLNESS RETREAT
200 BLUFF ST, DRIPPING SPRINGS, TX 78620

PROJECT NUMBER:
2026 - 11 MANSION DAY SPA
PROJECT REFERENCES:
PARCEL ID # AS NOTED
LEGAL DESC. 1 AS NOTED
MUNICIPALITY 1 AS NOTED
LAT - LONG. 1 AS NOTED
APPRX GSF 1 AS NOTED

ISSUED | REVISIONS
NUMBER: DATE:
ISSUE DATE 06.18.26
REVISION 01 <>
REVISION 02 <>

ISSUED BY:
RESOLVEDESIGNS LLC

SHEET NAME:
CONCEPT
VIEWS



BLUFF STREET





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MASTER DEVELOPER + DESIGN

RUSSELL R. COLLINS

LEED-AP, AIA-A, PMP

MANAGING PRINCIPAL

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ENGINEER OF RECORD

T.B.D

CONTRACTOR + CONSULTANTS

T.B.D

MANSION DAY SPA

WELLNESS RETREAT

200 BLUFF ST, DRIPPING SPRINGS, TX 78620

PROJECT NUMBER:

2026 - 11 MANSION DAY SPA

PROJECT REFERENCES:

PARCEL ID # AS NOTED

LEGAL DESC. 1 AS NOTED

MUNICIPALITY 1 AS NOTED

LAT - LONG. 1 AS NOTED

APPRX GSF 1 AS NOTED

ISSUED | REVISIONS

NUMBER: DATE:

ISSUE DATE 06.18.26

REVISION 01 <->

REVISION 02 <->

ISSUED BY:

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SHEET NAME:

CONCEPT VIEWS

SHEET NUMBER

148

A.8





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MANSION DAY SPA

WELLNESS RETREAT

200 BLUFF ST, DRIPPING SPRINGS, TX 78620

PROJECT NUMBER:

2026 - 11 MANSION DAY SPA

PROJECT REFERENCES:

PARCEL ID # AS NOTED

LEGAL DESC. | AS NOTED

MUNICIPALITY | AS NOTED

LAT - LONG. | AS NOTED

APPRX GSF | AS NOTED

ISSUED | REVISIONS

NUMBER: DATE:

ISSUE DATE 06.18.26

REVISION 01 <>

REVISION 02 <>

ISSUED BY:

RESOLVEDESIGNS LLC

SHEET NAME:

CONCEPT

VIEWS

SHEET NUMBER

145

1

A.9

EAST LOOKING WEST

NOT TO SCALE

1

A.9





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MANSION DAY SPA

WELLNESS RETREAT

200 BLUFF ST, DRIPPING SPRINGS, TX 78620

PROJECT NUMBER:

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PROJECT REFERENCES:

PARCEL ID # AS NOTED

LEGAL DESC. | AS NOTED

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NUMBER: DATE:

ISSUE DATE 06.18.26

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ISSUED BY:

RESOLVEDESIGNS LLC

SHEET NAME:

CONCEPT VIEWS

SHEET NUMBER

150

1

A.10

SW CORNER LOOKING EAST

NOT TO SCALE



A.10

1
A.10

SW CORNER LOOKING EAST
NOT TO SCALE

A.10





1 SE CORNER ENTRANCE
A.12 NOT TO SCALE



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T.B.D.

MANSION DAY SPA

WELLNESS RETREAT

200 BLUFF ST, DRIPPING SPRINGS, TX 78620

PROJECT NUMBER:
2026 - 11 MANSION DAY SPA
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PARCEL ID # AS NOTED
LEGAL DESC. 1 AS NOTED
MUNICIPALITY 1 AS NOTED
LAT. - LONG. 1 AS NOTED
APPRX GSF 1 AS NOTED

ISSUED REVISIONS
NUMBER: DATE:
ISSUE DATE 06.18.26
REVISION 01 <->
REVISION 02 <->

ISSUED BY:
RESOLVEDESIGNS LLC

SHEET NAME:
CONCEPT VIEWS

SHEET NUMBER
15

A.12







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PROJECT NUMBER:

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ISSUE DATE 06.18.26

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ISSUED BY:

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SHEET NAME:

CONCEPT VIEWS

SHEET NUMBER

15

1

A.13

POOL LOUNGE & CABANAS

NOT TO SCALE



A.13





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MUNICIPALITY | AS NOTED

LAT. - LONG. | AS NOTED

APPRX GSF | AS NOTED

ISSUED | REVISIONS

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REVISION 01 <->

REVISION 02 <->

ISSUED BY:

RESOLVEDESIGNS LLC

SHEET NAME:

CONCEPT

VIEWS

SHEET NUMBER

15







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200 BLUFF ST, DRIPPING SPRINGS, TX 78620

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LAT - LONG. | AS NOTED

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ISSUED | REVISIONS

NUMBER: DATE:

ISSUE DATE 06.18.26

REVISION 01 <->

REVISION 02 <->

ISSUED BY:

RESOLVEDESIGNS LLC

SHEET NAME:

CONCEPT

VIEWS

SHEET NUMBER

155

1

A.15

RESTROOMS, SAUNAS & JUICE BAR

NOT TO SCALE



A.15



Our development is about experiencing and celebrating the COMMUNITY, HISTORY AND LANDSCAPE, while creating a tranquil and inviting hospitality environment.

The overall architecture embodies curated moments and it's unique personal story.
We invite you immerse yourself and to create your own 'PEACE' at

THE MANSION DAY SPA & WELLNESS RETREAT.



Item 6

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T.B.D

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T.B.D

MANSION DAY SPA

WELLNESS RETREAT

200 BLUFF ST, DRIPPING SPRINGS, TX 78620

PROJECT NUMBER:

2026 - 11 MANSION DAY SPA

PROJECT REFERENCES:

PARCEL ID # AS NOTED

LOCAL DESIGN TAG NOTED

MUNICIPALITY (AS NOTED)

LAT - LONGS (AS NOTED)

APPROX GSP (AS NOTED)

ISSUED | REVISIONS

NUMBER: DATE:

ISSUE DATE 06.18.26

REVISION 01 <->

REVISION 02 <->

ISSUED BY:

RESOLVEDESIGNS LLC

SHEET NAME:

DEVELOPMENT PROGRAM

-

SHEET NUMBER

150

A.16

REQUESTING PARTY
FOR APPLICATION

Mr. & Mrs. Killibrew
1494 Bunker Ranch Blvd
Dripping Springs, TX 78620-2397

Jennifer Killibrew
Cell: 512-673-0066
Email: jenikillebrew@gmail.com

APPLICANT

ResolveDesigns, LLC
120 Saint Richie Ln
Austin, TX 78737

Russell R Collins
Managing Principal, LEED-AP, AIA-A
Cell : 512-426-2103
Email: RCollins@ResolveDesigns.com

END OF SUBMITTAL

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RESOLVEDESIGNS LLC
DEVELOPMENT + MASTER PLANNING
www.ResolveDesigns.com
info@resolvedesigns.com
512-426-2103

OWNER / CLIENT

JENNI KILLEBREW
MEDSPA
CLIENT EMAIL
CLIENT PH#

MEDSPA @ THE MANSION
200 BLUFF STREET
DRIPPING SPRINGS, TX 78620

PROJECT NUMBER: RESOLVE 26-11
PROJECT REFERENCES: AS NOTED

DATE: Issue Date
DRAWN BY: Author
ISSUED: 08/10/26

No.	Description	Date

SHEET NAME:
SITE PLAN (REV 01)

SHEET NUMBER:

C 101

8/11/2026 9:46:40 AM

City of Dripping Springs**200 Bluff Street Zoning Amendment Ordinance****ORDINANCE No. 2026-##**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, AMENDING THE OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 0.30 ACRES OF LAND LOCATED AT 200 BLUFF STREET, DRIPPING SPRINGS, TEXAS, HAYS COUNTY PARCEL NO. R138826, FROM SF-5-HO (SINGLE-FAMILY RESIDENTIAL - HISTORIC OVERLAY) TO LR-HO-CO (LOCAL RETAIL - HISTORIC OVERLAY – CONDITIONAL OVERLAY); PROVIDING FOR FINDINGS OF FACT; ENACTMENT; AMENDMENT OF THE OFFICIAL ZONING MAP; ESTABLISHING CONDITIONAL-OVERLAY USE AND DEVELOPMENT REGULATIONS; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

- WHEREAS,** Bluff Street Investments LLC is identified in the zoning amendment application as the owner of certain real property located at 200 Bluff Street, Dripping Springs, Texas 78620, being approximately 0.30 acres, described in the application as W T Chapman #3, Block 4, Lot 1, Hays County Parcel No. R138826 (the Property); and
- WHEREAS,** an application requested an amendment of the Property's zoning classification from SF-5-HO (Single-Family Residential - Historic Overlay) to LR-HO (Local Retail - Historic Overlay); and stated that the requested zoning amendment is intended to allow development and operation of a small business medical day spa/wellness retreat at the Property; and
- WHEREAS,** the application did not request a conditional overlay combining district or identify proposed conditional-overlay restrictions; and
- WHEREAS,** after notice and public hearing, the Planning and Zoning Commission considered the requested LR-HO zoning-map amendment and recommended approval of the requested LR-HO amendment; the Planning and Zoning Commission did not recommend a conditional overlay combining district or a specific set of conditional-overlay restrictions; and
- WHEREAS,** the City Council conducted its own public hearing on the proposed zoning amendment, received public comment, and considered the Planning and Zoning Commission recommendation, the application materials, the proposed use, the City's zoning and parking regulations, and the compatibility of the requested LR-HO classification with the surrounding historic and residential context; and

WHEREAS, the City Council finds that the Property's approximately 0.30-acre size, historic setting, adjacency to residentially zoned property, anticipated parking and circulation impacts, and need for compatibility with the Hays Historic District warrant site-specific, more-restrictive zoning regulations in addition to the otherwise applicable LR-HO regulations; and

WHEREAS, the City Council finds that the conditional-overlay regulations established by this Ordinance are more restrictive than the regulations otherwise applicable to the Property in the LR-HO district; do not expand the uses or development rights otherwise available to the Property; and are reasonably related to the public health, safety, welfare, parking, traffic, historic preservation, and neighborhood compatibility; and

WHEREAS, the City Council finds that the conditional-overlay regulations in this Ordinance are legislative zoning regulations applicable to the Property and its successors in interest, rather than personal commitments of the present owner or applicant; and

WHEREAS, the Property is located within the corporate limits of the City of Dripping Springs, Texas, and is subject to the City's zoning regulations; and

WHEREAS, the City Council considered the proposed zoning amendment after notice and public hearing as required by law; and

WHEREAS, the City Council finds that the zoning amendment adopted by this Ordinance is consistent with the purposes of the City's zoning regulations, promotes the public health, safety, and welfare, and is in the best interests of the City and its residents; and

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

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City has authority to regulate the use of land and structures within the City and to amend its zoning regulations and zoning district boundaries.

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

1. FINDINGS OF FACT

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

2. ENACTMENT

The zoning classification of the Property is hereby amended from SF-5-HO (Single-Family Residential -Historic Overlay) to LR-HO-CO (Local Retail - Historic Overlay – Conditional Overlay), subject to the terms of this Ordinance and all applicable provisions of the City of Dripping Springs Code of Ordinances.

3. PROPERTY

This Ordinance applies to the approximately 0.30-acre tract of land located at 200 Bluff Street, Dripping Springs, Texas 78620, Hays County Parcel No. R138826, as more particularly described in Exhibit “A”, attached hereto and incorporated herein for all purposes.

If the legal description in Exhibit “A” conflicts with the street address, parcel number, or any summary description contained in this Ordinance, the legal description in Exhibit “A” controls.

4. OFFICIAL ZONING MAP AMENDMENT

The Official Zoning Map of the City of Dripping Springs is hereby amended to reflect the Property’s zoning classification as LR-HO-CO (Local Retail - Historic Overlay – Conditional Overlay).

The City Administrator, Planning Director, or designee is authorized and directed to update the Official Zoning Map and related City zoning records to reflect the zoning amendment approved by this Ordinance.

5. APPLICABLE ZONING REGULATIONS

The Property shall be governed by the regulations applicable to the LR (Local Retail) base zoning district, the HO (Historic Overlay) district, and the conditional-overlay regulations in Exhibit “B,” as those regulations may be amended from time to time, except as expressly modified by this Ordinance.

A use prohibited, reclassified, or otherwise restricted by Exhibit “B” remains subject to that Exhibit “B” restriction unless and until the City Council amends or repeals the restriction by ordinance. If an Exhibit “B” regulation conflicts with an otherwise applicable LR-HO regulation, the more restrictive regulation controls.

Except as expressly prohibited, reclassified, or otherwise restricted by Exhibit “B,” a use retains its otherwise applicable LR-HO designation, including any later amendment to the generally applicable LR, HO, or LR-HO use permissions.

The City Council’s establishment of the conditional overlay does not alter the Planning and Zoning Commission’s recommendation on the requested LR-HO amendment or represent that the applicant requested the conditional overlay. The conditional-overlay regulations are adopted by the City Council as part of this Ordinance based on the Council’s independent consideration of the record and findings incorporated in this Ordinance.

6. HISTORIC OVERLAY

The HO (Historic Overlay) designation remains applicable to the Property. Any exterior alteration, construction, demolition, relocation, site improvement, sign, lighting, or other activity requiring review or approval under the City's historic preservation regulations shall remain subject to all applicable Historic Overlay requirements and approvals. The Historic Overlay also restricts certain land uses that would otherwise be permitted by right under the base LR zoning district.

7. PARKING, SITE DEVELOPMENT, AND OTHER PERMITS

Approval of this Ordinance does not constitute approval of any site development permit, building permit, certificate of occupancy, variance, conditional use permit, off-site parking agreement, parking easement, remote parking lease, subdivision, plat, sign permit, lighting plan, building plan, architectural plan, or other permit or approval required by the City Code or other applicable law.

No nonresidential use may receive a certificate of occupancy unless the owner submits a site plan and parking schedule identifying each authorized use proposed on the Property and demonstrating compliance with the applicable off-street parking requirements of Chapter 30, Exhibit A, Section 5.6, based on the actual use or uses established.

Any off-site, remote, or shared parking proposed to satisfy the Property's parking requirement must be reviewed and approved in accordance with the City Code, including any applicable requirements for variance approval, a recorded permanent parking easement, a long-term remote-parking lease, a joint-use parking agreement, or other required documentation.

8. CONDITIONS NOT WAIVED

Except for the zoning-map amendment and conditional-overlay restrictions expressly approved by this Ordinance, all requirements of the City Code and all other applicable laws remain in full force and effect. Nothing in this Ordinance waives or modifies any future review, approval, or compliance requirement unless expressly stated in this Ordinance.

9. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, 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.

10. 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.

11. CODIFICATION AND RECORDS

The City Secretary is hereby directed to record this Ordinance in the official records of the City and to cause the City's Official Zoning Map and related zoning records to be updated as provided herein.

12. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication as provided by law.

13. 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, Chapter 551, Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code and other applicable law.

PASSED AND APPROVED this ____ day of _____, 2026, by the City Council of the City of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary

*Exhibit "A"***14. LEGAL DESCRIPTION OF PROPERTY**

The Property is identified in the zoning amendment application as follows:

Property Address:	200 Bluff Street, Dripping Springs, Texas 78620
Hays County Parcel No.:	R138826
Legal Description:	W T Chapman #3, Block 4, Lot 1, Acres 0.30

*Exhibit "B"***LR-HO-CO Land Use Permissions****1. Scope and Construction**

- (a) Except as expressly prohibited, reclassified, or otherwise restricted by this Exhibit, the Property remains subject to the use permissions and development regulations otherwise applicable in the LR-HO district, as those permissions and regulations may be amended from time to time.
- (b) For purposes of this Exhibit:

Symbol	Meaning
P	Land use permitted by right in the HO district if the LR base zoning district also permits the use by right
C	Land use may be permitted with a conditional use permit
X	Land use not permitted

- (c) The textual restrictions in this Exhibit are operative. Any use chart is provided solely as a convenience reference. If there is an inconsistency between the text and a chart, the text controls.

2. Controlling Use Restrictions

- (a) *Uses Permitted by Right under the LR-HO-CO Zoning Amendment are listed below:*
1. Accessory Bldg./Structure (Non Residential)
 2. Antique Shop
 3. Art Dealer/Gallery
 4. Artisan's Shop
 5. Artist Studio
 6. Bakery or Confectionary

7. Barbershop
8. Beauty Shop
9. Bed and Breakfast Inn or Facility
10. Bicycle Sales and Repair
11. Book Store
12. Church, Religious Assembly
13. Civic Club
14. Contractor's Office with no outside storage
15. Consignment Shop
16. Cooking School
17. Dance/Drama/Music School
18. Drapery, Blind Upholstery Store
19. Duplex (Two-Family)
20. Financial Services
21. Florist Shop
22. Fire Station
23. Fraternal Lodge or Union
24. Garden (Non-Retail)
25. Garden Home/Townhome
26. Garden Shop
27. Home Occupation
28. Health Club
29. Insurance Agency Offices
30. Library
31. Live-in security quarters

- 32. Living Quarters on Site with a Business
- 33. Locksmith
- 34. Medical Clinic or Office
- 35. Museum
- 36. Needlework shop/Pet Shop
- 37. Offices, General/Professional
- 38. Offices, Brokerage Services
- 39. Offices, Health Services
- 40. Offices, Legal Services
- 41. Offices, Professional
- 42. Offices, Real Estate
- 43. Park/playground
- 44. Pet shop/supplies
- 45. Philanthropic Association
- 46. Photocopying
- 47. Photography studio
- 48. Post Office
- 49. Psychic reading services
- 50. Residential Loft
- 51. School
- 52. Shoe Repair
- 53. Swimming Pool, Private
- 54. Tailor Shop
- 55. Temporary Outdoor Sales
- 56. Tennis Court

- 57. Travel Agency
- 58. Video rental sales
- 59. Woodworking (ornamental)

(b) Uses Prohibited by the Conditional Overlay

Notwithstanding any contrary LR-HO use-chart designation, the following uses are prohibited on the Property by the Conditional Overlay:

- 1. Computer Sales
- 2. Small Scale Farm.
- 3. Multiple-Family Dwelling.
- 4. Rooming/Boarding House.
- 5. Convenience Store (Without Gas Sales).
- 6. Food or Grocery Store (Limited).
- 7. Furniture Store (New and/or Used).
- 8. Hardware Store.
- 9. Market (Public).
- 10. Pharmacy.
- 11. Upholstery Shop
- 12. Used Merchandise/Furniture.
- 13. Veterinarian Clinic (Indoor Kennels).

(c) Uses Requiring a Conditional Use Permit Under the Conditional Overlay

Notwithstanding any contrary LR-HO use-chart designation, the following uses may be established on the Property only upon approval of a conditional use permit under Chapter 30, Exhibit A, Section 3.17:

- 1. Mobile Food Vendor – 10 Days or Less.
- 2. Restaurant (No Drive-Through Service).
- 3. Child Day-Care Facility.

Except as expressly prohibited or modified by this Exhibit, a use retains its otherwise applicable LR-HO designation, including any preexisting requirement for a conditional use permit, as is the case for the land uses listed below:

1. Assisted Living Facility
2. Bar
3. Cafeteria
4. Contractor's Temporary On-Site Office
5. Home for the Aged, Residential
6. Hospice
7. Maternity Home
8. Orphanage
9. Sewage Pumping Station
10. Telephone Switching/Exchange
11. Water Supply Elevated Storage Tank
12. Studio, Tattoo or Body Piercing

3. Convenience Use Chart

The following chart summarizes the modifications made by this Exhibit and is provided for convenience only. The controlling text is Section 2.

Land Use	Existing SF-5 HO Land Use Permissions	LR-HO Land Use Permissions	LR-HO-CO Land Use Permissions
Bulk Grain and/or Feed Storage	X	X	X
Farms, General (Crops), Commercial	X	X	X
Greenhouse (Non-Retail)	X	X	X
Livestock Sales	X	X	X
Orchard/Crop Propagation	C	C	C
Plant Nursery (Commercial)	X	X	X
Small Scale Farm	X	C	X
Stable, Commercial	X	X	X
Stables (Private, accessory use)	X	X	X

Land Use	Existing SF-5 HO Land Use Permissions	LR-HO Land Use Permissions	LR-HO-CO Land Use Permissions
Stables (Private, principal use)	X	X	X
Garden (Non-Retail)	P	P	P
Farm Animals (Exempt - FFA, 4H)	C	C	C
Farm Animals (Non-Exempt)	C	C	C
Accessory Bldg./Structure (Nonresidential)	X	P	P
Accessory Bldg./Structure (Residential)	P	X	X
Accessory Dwelling Unit	X	X	X
Caretaker's/Guard Residence	X	X	X
Community or Group Home	C	X	X
Duplex/Two-Family	P	P	P
Garage Residential Conversion	X	X	X
Garden Home/Townhome	P	P	P
Home Occupation	P	P	P
HUD-Code Manufactured Home	X	X	X
Living Quarters on Site with a Business	X	P	P
Multiple-Family Dwelling	X	P	X
Residential Loft	X	P	P
Rooming/Boarding House	X	P	X
Single-Family Dwelling, Detached	P	X	X
Single-Family Industrialized Housing	P	X	X
Swimming Pool, Private	P	P	P
Armed Services Recruiting Center	X	X	X
Bank	X	X	X
Check Cashing Service	X	X	X
Credit Agency	X	X	X
Insurance Agency Offices	X	P	P
Offices, General/Professional	X	P	P
Office, Brokerage Services	X	P	P
Offices, Health Services	X	P	P
Offices, Legal Services	X	P	P
Offices, Parole/Probation	X	X	X
Offices, Professional	X	P	P
Offices, Real Estate Office	X	P	P
Saving and Loan	X	X	X
Security Monitoring Company	X	X	X

Land Use	Existing SF-5 HO Land Use Permissions	LR-HO Land Use Permissions	LR-HO-CO Land Use Permissions
Telemarketing Center	X	X	X
All-Terrain Vehicle Dealer (Sales Only)	X	X	X
Ambulance Service (Private)	X	X	X
Antique Shop	X	P	P
Appliance Repair	X	X	X
Art Dealer/Gallery	X	P	P
Artisan's Shop	X	P	P
Artist Studio	P	P	P
Auto Sales (New and Used)	X	X	X
Auto Supply Store	X	X	X
Bakery or Confectionary (Retail)	X	P	P
Bar	X	C	C
Barbershop	X	P	P
Beauty Shop	X	P	P
Bed and Breakfast Inn or Facility	X	P	P
Bicycle Sales and Repair	X	P	P
Book Store	X	P	P
Building Materials Sales	X	X	X
Cabinet/Counter/Woodworking Shop (Custom) Retail	X	X	X
Cabinet/Counter/Woodworking Shop (Manufacturing) Wholesale	X	X	X
Cafeteria	X	C	C
Communication Equipment Repair	X	X	X
Computer Sales	X	P	X
Consignment Shop	X	P	P
Convenience Store (With Gas Sales)	X	X	X
Convenience Store (Without Gas Sales)	X	C	X
Cooking School	X	P	P
Dance/Drama/Music Studio or School	X	P	P
Department Store	X	X	X
Drapery, Blind Upholstery Store	X	P	P
Exterminator Services	X	X	X
Financial Services	X	P	P
Florist Shop	X	P	P
Food or Grocery Store (General)	X	X	X

Land Use	Existing SF-5 HO Land Use Permissions	LR-HO Land Use Permissions	LR-HO-CO Land Use Permissions
Food or Grocery Store (Limited)	X	P	X
Funeral Home or Mortuary	X	X	X
Furniture Store (New and/or Used)	X	P	X
Garden Shop (Inside Storage)	X	P	P
General or Community Retail Store	X	X	X
Gravestone/Tombstone Sales	X	X	X
Hardware Store	X	P	X
Home Improvement Center	X	X	X
Laundry/Dry Cleaning	X	X	X
Lawnmower Sales & Repair	X	X	X
Live-in Security Quarters	X	P	P
Locksmith	X	P	P
Major Appliance Sales	X	X	X
Market (Public)	X	P	X
Mini-Warehouse - Self Storage	X	X	X
Mobile food vendor - 10 days or less	P	P	C
Mobile food vendor - longer than 10 days	C	C	C
Mobile food vendor court	C	C	C
Motorcycle Dealer (Sales, Repair)	X	X	X
Motel or Hotel	X	X	X
Needlework Shop	X	P	P
Pet Shop/Supplies	X	P	P
Pharmacy	X	P	X
Photocopying/Duplicating	X	P	P
Photography Studio	X	P	P
Plant Nursery (Retail Sales, Outdoors)	X	X	X
Radio or Television Studio	X	X	X
Recycling Center	X	X	X
Restaurant (No Drive-Through Service)	X	P	C
Restaurant (With Drive-Through)	X	X	X
Security Systems Installation Company	X	X	X
Sexually Oriented Business	X	X	X
Shoe Repair	X	P	P
Special Event Facilities	X	X	X
Studio, Tattoo or Body Piercing	X	C	C

Land Use	Existing SF-5 HO Land Use Permissions	LR-HO Land Use Permissions	LR-HO-CO Land Use Permissions
Tailor Shop	X	P	P
Tool and Machinery Rental (Indoor Storage)	X	X	X
Tool and Machinery Rental (Outdoor Storage)	X	X	X
Travel Agency	X	P	P
Temporary Outdoor Sales/Promotion	X	P	P
Upholstery Shop	X	P	X
Used Merchandise/Furniture	X	P	X
Vacuum Cleaner Sales and Repair	X	X	X
Veterinarian Clinic (Indoor Kennels)	X	P	X
Woodworking Shop (Ornamental, Handmade)	X	P	P
Antique Vehicle Restoration	X	X	X
Auto Body Repair	X	X	X
Auto Financing and Leasing	X	X	X
Auto Muffler Shop	X	X	X
Auto Paint Shop	X	X	X
Auto Tire Sales and Repair	X	X	X
Auto Upholstery Shop	X	X	X
Auto Washing Facility, Attended	X	X	X
Auto Washing Facility, Unattended	X	X	X
Auto Wrecker Service	X	X	X
Automobile Repair, Major	X	X	X
Automobile Repair, Minor	X	X	X
Heliport	X	X	X
Helistop	X	X	X
Limousine/Taxi Service	X	X	X
Oil Change and Inspection	X	X	X
Parking Lot, Commercial	X	X	X
Parking Structure, Commercial	X	X	X
Tire Dealer, Indoor Storage	X	X	X
Amusement Arcade (Four or more devices)	X	X	X
Amusement Services (Indoor)	X	X	X
Amusement Services (Outdoor)	X	X	X

Land Use	Existing SF-5 HO Land Use Permissions	LR-HO Land Use Permissions	LR-HO-CO Land Use Permissions
Billiard/Pool Facility	X	X	X
Bingo Hall	X	X	X
Bowling Center	X	X	X
Broadcast Station (With Tower)	X	X	X
Country Club (Private)	X	X	X
Dance Hall	X	X	X
Day Camp for Children	X	X	X
Civic/Conference Center	X	X	X
Dinner Theater	X	X	X
Driving Range	X	X	X
Fairgrounds/Exhibition Area	X	X	X
Gaming Club (private)	X	X	X
Golf Course (Miniature)	X	X	X
Golf Course (Public, Private)	X	X	X
Health Club	X	P	P
Motion-Picture Studio, Commercial	X	X	X
Motion-Picture Theater	X	X	X
Museum	X	P	P
Park accessory uses	X	X	X
Park and/or Playground	P	P	P
Psychic Reading Services	X	P	P
Rodeo Grounds	X	X	X
Skating Rink	X	X	X
Tennis Court	P	P	P
Theater (Stage)	X	X	X
Video Rentals/Sales	X	P	P
Assisted Living Facility	X	C	C
Broadcast Tower (Commercial)	X	X	X
Cemetery or Mausoleum	X	X	X
Child Day-Care Facility	C	P	C
Church, Religious Assembly	P	P	P
Civic Club	X	P	P
Community Center (Municipal)	X	X	X
Electrical Generating Plant	X	X	X
Electrical Substation	X	X	X

Land Use	Existing SF-5 HO Land Use Permissions	LR-HO Land Use Permissions	LR-HO-CO Land Use Permissions
Emergency Care Clinic	X	X	X
Fire Station	P	P	P
Fraternal Lodge or Union	X	P	P
Government Building (Mun., St., Fed.)	X	X	X
Group Day-Care Home	X	X	X
Medical Clinic or Office	X	P	P
Wireless Communications Tower	X	X	X
Heliport	X	X	X
Home for the Aged, Residential	C	C	C
Hospice	X	C	C
Hospital (Acute Care, General)	X	X	X
Library	X	P	P
Maternity Home	X	C	C
Nursing/Convalescent Home	X	X	X
Orphanage	X	C	C
Philanthropic Organization	X	P	P
Post Office	P	P	P
Radio, Television, Microwave Tower	X	X	X
School, K Through 12 (public or private)	P	P	P
Sewage Pumping Station	C	C	C
Telephone Switching/Exchange Bldg.	X	C	C
Wastewater Treatment Plant	X	X	X
Water Supply (Elevated Storage Tank)	C	C	C
Water Supply Facility (Private)	X	X	X
Book Bindery	X	X	X
Feed and Grain Store	X	X	X
Furniture Manufacture	X	X	X
Heating and Air-Conditioning Sales/Service	X	X	X
Pawnshop	X	X	X
Propane Sales (Retail)	X	X	X
Taxidermist	X	X	X
Transfer Station/Refuse Pickup	X	X	X
Veterinarian (Outdoor Kennels or Pens)	X	X	X
Warehouse/Office	X	X	X
Welding Shop	X	X	X

Land Use	Existing SF-5 HO Land Use Permissions	LR-HO Land Use Permissions	LR-HO-CO Land Use Permissions
Contractor's Office (No Outside Storage)	X	P	P
Contractor's Office (With Outside Storage)	X	X	X
Contractor's Temporary On-site Office	X	C	C
Electronic Assembly	X	X	X
Engine Repair or Manufacture	X	X	X
Laboratory Equipment Manufacture	X	X	X
Machine Shop	X	X	X
Maintenance and Repair Services for Bldgs.	X	X	X
Open Storage/Outside Storage	X	X	X
Plumbing Shop	X	X	X
Research Lab (Nonhazardous)	X	X	X
Sand/Gravel/Stone Sales or Storage	X	X	X
Sand/Gravel Quarrying	X	X	X
Sign Manufacturing	X	X	X
Stone/Clay/Glass Manufacturing	X	X	X

Note: The LR District without an HO overlay would allow the following additional land uses by right: Telemarketing, Security Monitoring, Credit Agency, Check Cashing Service, Armed Services Recruiting Center, Tire Dealer, Auto Financing & Leasing, Vacuum Cleaner Sales & Repair, and Tool and Machinery Rental.

4. Outdoor Storage and Outdoor Display

Outdoor storage is prohibited. No goods, merchandise, materials, inventory, equipment, supplies, furniture, fixtures, or products may be displayed, stored, staged, or maintained outdoors, except for refuse facilities, landscaping materials actively being installed under an approved permit, and items expressly shown and approved on a City-approved site plan or certificate of appropriateness.

5. Accessory Uses and Outdoor Amenities

Accessory uses and activities are allowed only when customarily incidental and subordinate to a principal use permitted by right or authorized through a conditional use permit, are located on the Property, and comply with all applicable City Code requirements.

No pool, cabana, patio, food-or-beverage area, gathering area, or other outdoor amenity may operate as an independent principal use, restaurant, bar, special-event facility, commercial recreation use, or commercial entertainment use.

6. Changes in Use or Intensity

No additional use may be established, and no existing use may be enlarged, expanded, or materially intensified, unless the owner first obtains all required City approvals and demonstrates continued compliance with this Ordinance, the applicable parking requirements, and all other applicable City Code requirements

7. Hours of Operation

The hours of operation of any businesses on site will take place between the hours of 9 AM and 7 PM.

Attachment 3

To the City of Dripping Springs,

We are the owners of properties adjacent to and across the street from 200 Bluff Street and would like to express our strong support for the rezoning and continued commercial use of this property by Glow Medspa.

As neighboring property owners and customers of Glow Medspa, we have witnessed firsthand the positive impact the business has had on the area. Glow Medspa is a well-maintained, high-quality business that enhances the professional character of the district and contributes positively to surrounding property values. We believe the addition of day spa services will further strengthen the business, attract desirable clientele to the area, and increase the overall value and appeal of nearby commercial properties.

We understand that parking availability is an important consideration for the City. We would like to note that our combined properties provide approximately ten parking spaces. Our typical usage is limited to one or two vehicles and only a small number of customers at any given time, resulting in several parking spaces regularly remaining available. In practice, we generally utilize no more than four to five spaces at one time.

Because we are enthusiastic supporters of Glow Medspa and its continued growth within our community, we are willing to make available our excess parking capacity to assist the business as needed. We are happy to cooperate with the City and Glow Medspa to help ensure adequate parking accommodations for customers and staff.

We believe Glow Medspa is a valuable asset to the local business community and that the commercial use of 200 Bluff Street will benefit neighboring businesses, property owners, and the City of Dripping Springs as a whole. We respectfully encourage the City to approve the requested rezoning application.

Thank you for your time and consideration.

Sincerely,

Kerri Cavender
Kerry Lynn Designs
112 Bluff St, Dripping Springs
(512) 810-9877

Danyale Keim
Danyale Keim Design
102 Bluff St, Dripping Springs
(210) 379-0870



Attachment 4

7/31/2026

Hi Bill and Michelle,

We wanted to register our comments and concerns regarding the proposed zoning change for 200 Bluff Street. While we do not have any concerns about the SPA use being considered by the current buyer, changing the zoning to LR opens the door to many potential future uses that could dramatically alter the character and charm of the Hays Historic District.

At the Planning & Zoning meeting, where the commission recommended approval of the zoning change, there was discussion that the area consists primarily of STR properties. While there are certainly a number of short-term rental properties in the area, many homes continue to be occupied as full-time residences, including 445 Hays Street, where my wife and I live.

Approving this zoning change will set a precedent in which nearly every property owner will be incentivized to pursue LR zoning in order to maximize their property's value through its highest and best use.

Could the Council consider a Conditional Use Permit or an overlay for this property that would allow the buyer to operate a spa while preventing some of the less desirable uses otherwise permitted under LR zoning? Among the uses permitted in LR are many that would significantly change—and potentially destroy—the charm of the Hays Historic District. While the SPA may end up having no negative impact they will not own the property forever and future uses may have a significant negative impact.

We are actually excited about the possibility of a new owner at 200 Bluff Street refurbishing and restoring the home to its full glory. I hope the Council can find a way to allow the proposed use without opening the floodgates to a wide range of future commercial uses that could be detrimental to the entire Hays Historic District by rezoning the property to LR.

The buyers asking for the zoning change without even knowing if the Historic Preservation Commission would approve a COA is also of concern. I hope they understand that the zoning change alone is only one step of the process.

I also wanted to point out that there is currently a business operating at 112 South Bluff, and I believe it was allowed through a CUP. The neighbors have struggled with this business because the area on the south end of the property is often left in poor condition, and many of us regularly pick up trash that blows into our yards and the street. See the photos below. This is sure to be a more common occurrence if many of the properties in the District are granted the LR zoning change from SF.

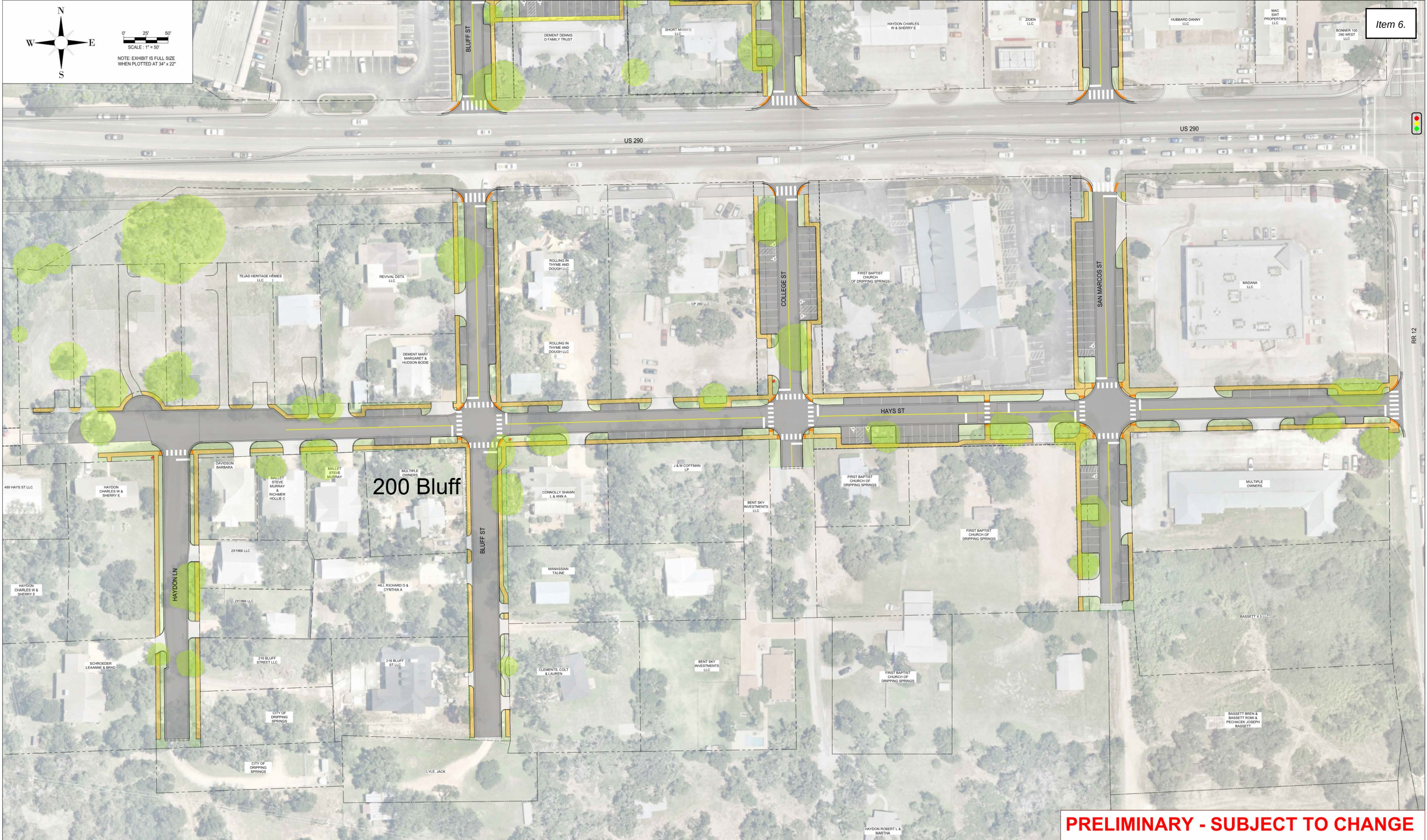
If the entire area is rezoned to LR, it won't be long before it ceases to be a desirable place to live, and many of us may ultimately feel compelled to rezone and sell the homes we love and enjoy.

Thank you for your consideration of this matter. Please let me know if you have any questions.

Thanks-

Steve and Hollie Mallett





Item 6.

**CITY OF DRIPPING SPRINGS
DOWNTOWN MASTERPLAN
EXHIBIT C: HAYS STREET DISTRICT**

LEGEND:

- PROPERTY / R.O.W. LINE
- PROPOSED CONCRETE SIDEWALK
- PROPOSED FLAGSTONE SIDEWALK
- EXISTING SIDEWALK
- EXISTING HYDRANT
- PROPOSED HYDRANT

- EXISTING TREE TO REMAIN
- PROPOSED TREE
- TRAFFIC SIGNAL
- ACCESSIBLE PARKING
- PROPOSED CURB WALL

PRELIMINARY - SUBJECT TO CHANGE

Attachment 5

Local Retail / Historic Overlay (LR-HO)
Use Table Summary

Item 6.

Permitted Uses

- Antique Shop
- Art Dealer/Gallery
- Artisan's Shop
- Artist Studio
- Bakery or Confectionary (Retail)
- Barbershop
- Beauty Shop
- Bed and Breakfast Inn or Facility
- Bicycle Sales and Repair
- Book Store
- Child Day-Care Facility
- Church, Religious Assembly
- Civic Club
- Computer Sales
- Consignment Shop
- Cooking School
- Dance/Drama/Music Studio or School
- Drapery, Blind Upholstery Store
- Duplex/Two-Family
- Financial Services
- Florist Shop
- Food or Grocery Store (Limited)
- Fraternal Lodge or Union
- Garden (Non-Retail)
- Garden Home/Townhome
- Garden Shop (Inside Storage)
- Hardware Store
- Health Club
- Home Occupation
- Insurance Agency Offices
- Library
- Live-in Security Quarters
- Living Quarters on Site with a Business
- Market (Public)
- Medical Clinic or Office
- Mobile food vendor - 10 days or less
- Multiple-Family Dwelling
- Museum
- Needlework Shop
- Office, Brokerage Services
- Offices, General/Professional
- Offices, Health Services
- Offices, Legal Services
- Offices, Professional
- Offices, Real Estate Office
- Pet Shop/Supplies
- Pharmacy
- Philanthropic Organization
- Photocopying/Duplicating
- Photography Studio
- Post Office
- Residential Loft
- Restaurant (No Drive-Through Service)
- Rooming/Boarding House
- School, K Through 12 (public or private)
- Shoe Repair
- Swimming Pool, Private
- Tailor Shop
- Temporary Outdoor Sales/Promotion
- Travel Agency
- Used Merchandise/Furniture
- Veterinarian Clinic (Indoor Kennels)
- Video Rentals/Sales
- Woodworking Shop (Ornamental, Handmade)
- Accessory Bldg./Structure (Nonresidential)
- Armed Services Recruiting Center
- Contractor's Office (No Outside Storage)
- Park and/or Playground
- Psychic Reading Services

Local Retail / Historic Overlay (LR-HO)
Use Table Summary

Item 6.

Conditional Uses

- Bar
- Cafeteria
- Contractor's Temporary On-site Office
- Convenience Store (Without Gas Sales)
- Farm Animals (Non-Exempt)
- Home for the Aged, Residential
- Hospice
- Maternity Home
- Mobile food vendor court
- Orchard/Crop Propagation
- Orphanage
- Parking Structure, Commercial
- Sewage Pumping Station
- Small Scale Farm
- Studio, Tattoo or Body Piercing
- Telephone Switching/Exchange Bldg.
- Water Supply (Elevated Storage Tank)
- Assisted Living Facility
- Farm Animals (Exempt - FFA, 4H)
- Mobile food vendor - longer than 10 days



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

Submitted By: Ginger Faught, Deputy City Administrator

Council Meeting Date: August 18, 2026

Agenda Item Wording: Discussion and possible action to approve an Engineering Services Agreement between the City of Dripping Springs and Burgess & Niple, Inc. to obtain professional engineering services for the designing, constructing, planning, acquiring, extending, upgrading, renovating, rehabilitating, replacing, and improving of the City's wastewater system, including projects that may be funded through the Texas Water Development Board (TWDB) and other state or federal funding programs.

Agenda Item Sponsor: Mayor Bill Foulds, Jr.

Summary/Background: The City issued RFQ #2025-20 to solicit Statements of Qualifications (SOQs) from qualified engineering firms for professional services related to the City's wastewater system improvement projects. The RFQ process was conducted in accordance with the Texas Professional Services Procurement Act (Texas Government Code Chapter 2254), which requires selection based on demonstrated competence and qualifications, not competitive bidding.

The City received multiple SOQs, which were evaluated by a staff and consultant panel using the criteria set forth in the RFQ, including professional qualifications, capacity to perform, and familiarity with City and Texas Water Development Board (TWDB) requirements. Burgess & Niple, Inc. was identified as the highest-qualified firm based on the evaluation and interview process.

On February 3, 2026, City Council approved a resolution selecting Burgess & Niple, Inc. as the most qualified Engineering Firm pursuant to RFQ No. 2025-20 for Engineering Firms, and authorizing the City Administrator to negotiate terms of an agreement subject to approval by the City Council.

The City and Burgess & Niple, Inc. have negotiated a professional services agreement that:

- Incorporates the firm's SOQ as a subordinate attachment for background and scope detail;
- Requires written task authorizations for all work and compensation;

- Complies with TWDB, EPA, and federal funding requirements;
- Includes robust City protections for public information, insurance, indemnity, and termination;
- Preserves City rights under Texas law, including Chapter 2254 and the Prompt Payment Act;
- Provides for renewal and project-based continuation as needed.

There is no fiscal impact at this time. All compensation for services will be subject to future approved task authorizations and available funding, including TWDB or other grant/loan sources as applicable.

**Commission
Recommendations:**

N/A

**Recommended
Council Actions:**

Approval

Attachments:

Draft Engineering Services Professional Services Agreement (with Burgess & Niple, Inc.)

Burgess & Niple, Inc. Statement of Qualifications (December 22, 2025)

ENGINEERING SERVICES AGREEMENT

1. Engagement; Contract Documents; Proposal Subordinate	1
(a) Engagement.....	1
(b) Project.	2
(c) Contract Documents.....	2
(d) Proposal as Subordinate Attachment.	2
(e) Excluded Proposal Terms.	2
(f) No Guaranteed Work; Non-Exclusive Agreement.....	3
2. Scope of Services.....	3
(a) General Scope.	3
(b) RFQ Scope Included.	3
(c) Task Authorizations Required.....	4
(d) City Control and Approvals.	4
(e) No Construction Contractor Role.....	4
3. Standard of Care; Licensing; Personnel; Subconsultants	5
(a) Standard of Care.....	5
(b) Professional Licensing and Compliance.	5
(c) Key Personnel.	5
(d) Subconsultants.	5
(e) City-Contracted Specialty Services.....	5
(f) Responsiveness and Reporting.....	5
(g) Quality Control.	6
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ENGINEERING SERVICES AGREEMENT

This Engineering Services Agreement (“Agreement”) is entered into effective as of August 18, 2026 (the “Effective Date”), by and between the City of Dripping Springs, a Texas general law municipality (the “City”), and Burgess & Niple, Inc., an Ohio corporation authorized to do business in Texas and registered to provide professional engineering services in Texas (the “Consultant”). The City and Consultant may be referred to individually as a “Party” and collectively as the “Parties”.

Recitals

- A. The City issued RFQ #2025-20: Engineering Services – Wastewater System Improvement Projects, together with Addendum No. 1 (collectively, the RFQ), to obtain professional engineering services for the designing, constructing, planning, acquiring, extending, upgrading, renovating, rehabilitating, replacing, and improving of the City’s wastewater system, including projects that may be funded through the Texas Water Development Board (TWDB) and other state or federal funding programs.
- B. The City selected Consultant as the preferred proponent based on demonstrated competence and qualifications, including Consultant’s Statement of Qualifications dated December 22, 2025, submitted in response to the RFQ (the Proposal). The Parties intend this Agreement to comply with the Professional Services Procurement Act, including Texas Government Code Section 2254.003, and the prohibition on competitive bidding for professional engineering services reflected in Texas law, including Texas Government Code Chapter 2254.
- C. This Agreement is intended to preserve the City’s governmental discretion, to protect public funds, to subordinate the Proposal to the main body of this Agreement, and to incorporate TWDB, EPA, public information, insurance, ethics, and Texas governmental contracting requirements applicable to the Services.
- D. This Agreement is subject to applicable law, including the Texas Prompt Payment Act, Texas Government Code Section 2251.021, the Texas Public Information Act, including Texas Government Code Section 552.001, local-government contract claim limitations under Texas Local Government Code Sections 271.152 and 271.153, and vendor conflict disclosure requirements, including Texas Local Government Code Section 176.006.

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

1. Engagement; Contract Documents; Proposal Subordinate

- (a) **Engagement.** The City engages Consultant to provide professional engineering, planning, design, permitting, bidding, construction phase, TWDB coordination, and related professional services for the City’s wastewater system improvement projects as described in this Agreement and as authorized by the City in one or more written task authorizations.

- (b) **Project.** The Project means one or more wastewater system improvement projects selected and authorized by the City during the term of this Agreement, including, without limitation, expansion of the South Regional Wastewater System Facilities, wastewater collection and conveyance improvements, water reclamation facility improvements, reclaimed water and effluent facilities, lift stations, force mains, gravity mains, permitting, property and easement support, and related costs and improvements described in the RFQ.
- (c) **Contract Documents.** The following documents are incorporated into this Agreement only to the extent expressly stated and only to the extent they do not conflict with the main body of this Agreement:
- (i) this Agreement, excluding attachments;
 - (ii) Attachment “A” - Consultant’s Proposal/Statement of Qualifications;
 - (iii) Attachment “B” - Scope of Services and Task Authorization Form;
 - (iv) Attachment “C” - Compensation and Invoicing Requirements;
 - (v) Attachment “D” - Insurance Requirements;
 - (vi) Attachment “E” – TWDB and Federal Funding Requirements; and
 - (vii) the RFQ and Addendum No. 1, to the extent necessary to define procurement history, funding requirements, and minimum service expectations.
- (d) **Proposal as Subordinate Attachment.** Consultant’s Proposal is incorporated as Attachment “A” for the limited purposes of identifying Consultant’s qualifications, proposed personnel, project approach, experience, staffing, subconsultant information, and background representations. The Proposal is subordinate to this Agreement. No term in the Proposal modifies this Agreement unless expressly incorporated by a written amendment signed by both Parties and approved by the City in the manner required by law.
- (e) **Excluded Proposal Terms.** Any term in the Proposal, transmittal letter, assumptions, qualifications, standard terms, invoice, email, or other Consultant document that would reduce the City’s rights, expand the City’s payment obligations, limit Consultant’s obligations, impose a limitation of liability, require City indemnity, require arbitration or mandatory mediation, change venue or governing law, restrict public information compliance, alter ownership or use of Deliverables, impose automatic price escalation, or otherwise conflict with this Agreement is rejected and superseded. Notwithstanding the foregoing, Consultant’s approved rates, staffing commitments, schedules, assumptions, and technical approach set forth in the Proposal shall remain effective unless expressly modified by a written amendment or task authorization.

- (f) **No Guaranteed Work; Non-Exclusive Agreement.** This Agreement does not guarantee any minimum amount of work, compensation, or Project authorization. The City may issue, withhold, revise, suspend, or terminate task authorizations in its discretion, subject to this Agreement. This Agreement is non-exclusive, and the City may retain other engineers, consultants, contractors, attorneys, advisors, and professionals at any time.

2. Scope of Services

- (a) **General Scope.** Consultant shall provide timely and professional engineering services for designing, constructing, planning, acquiring, extending, upgrading, renovating, rehabilitating, replacing, and improving the City's wastewater system. Services may include planning documents, preliminary engineering reports, geotechnical coordination, design surveys, environmental coordination, permitting, construction plans, technical specifications, contract documents, bidding support, construction staking coordination, construction phase services, operations and maintenance manuals, warranty inspections, TWDB closeout support, and other services authorized by the City.
- (b) **RFQ Scope Included.** Unless limited by a task authorization, the Services may include all services identified in RFQ Section 1.8, including:
- (i) preliminary conferences with the City, TWDB personnel, regulatory agencies, and interested parties;
 - (ii) assistance with applications and supporting documents for grants, loans, advances, and other funding;
 - (iii) assistance with environmental assessments, environmental information documents, impact statements, and approvals by authorities having jurisdiction;
 - (iv) preliminary engineering feasibility reports and related conceptual layouts, sketches, design criteria, alternatives, cost opinions, schedules, and exhibits;
 - (v) support for determining property, easement, right-of-way, title, appraisal, survey, and acquisition needs;
 - (vi) engineering data and applications for routine local, state, and federal permits, including TCEQ, TPDES, SWP3, TWDB, floodplain, utility, TxDOT, and other permits or approvals applicable to a task;
 - (vii) field surveys, office computations, drafting, and coordination with surveyors retained by the City or Consultant as authorized;
 - (i) geotechnical investigation coordination if authorized by the City;

- (viii) detailed construction plans, specifications, bid documents, contract documents, and estimates of probable construction cost;
 - (ix) bidding and award support, including advertisement assistance, bid opening attendance, bid tabulation, bidder responsiveness review, and recommendation of award;
 - (x) preparation and coordination of formal construction contract documents and TWDB notice-to-proceed requirements;
 - (xi) construction phase consulting, site observation, shop drawing and submittal review, RFI responses, pay application review, change order assistance, progress meetings, contractor coordination, and recommendations to the City;
 - (xii) review operations and maintenance manuals, startup support, operator training assistance, and performance review;
 - (xiii) substantial completion, final inspection, certificate of substantial completion, final payment recommendations, record drawings, and TWDB certificate of completion support; and
 - (xiv) warranty inspection and written recommendations concerning warranty issues and project performance.
- (c) **Task Authorizations Required.** Consultant shall not begin work, incur costs, or invoice the City for a Project, phase, or additional service unless authorized by a written task authorization, purchase order, notice to proceed, or written amendment approved by the City. Each task authorization shall identify the scope, deliverables, schedule, compensation method, not-to-exceed amount, key personnel, subconsultants, and special funding requirements.
- (d) **City Control and Approvals.** Consultant shall perform Services only as authorized by the City Council, City Administrator, City Engineer, City Attorney, or other City representative designated in writing. Consultant shall not commit the City to any expenditure, construction contract, funding obligation, permit condition, schedule, settlement, change order, design alternative, easement acquisition, or legal position without appropriate City authorization.
- (e) **No Construction Contractor Role.** Consultant shall not engage in construction contracting or supply goods, materials, or equipment for construction of a Project except as expressly authorized in writing by the City and permitted by law. Consultant shall avoid conflicts between professional engineering services and construction contractor interests.

3. Standard of Care; Licensing; Personnel; Subconsultants

- (a) **Standard of Care.** Consultant shall perform the Services in a timely, courteous, professional, and workmanlike manner consistent with the professional skill, care, diligence, and judgment ordinarily exercised by qualified professional engineers providing similar services for Texas municipalities, wastewater systems, TWDB-funded projects, and comparable public infrastructure projects under similar circumstances.
- (b) **Professional Licensing and Compliance.** Consultant represents and warrants that it is authorized to do business in Texas and is registered with the Texas Board of Professional Engineers and Land Surveyors under firm registration number F-10834, or such successor registration as may apply. Consultant shall maintain all licenses, registrations, seals, certifications, and authorizations required for the Services and shall ensure that engineering documents are prepared, signed, sealed, and delivered by properly licensed professionals when required by law.
- (c) **Key Personnel.** The City is relying on the qualifications and experience of Consultant's proposed team, including Robby Callegari, P.E., and William "Bill" Ball, P.E., as Program/Project Managers, and the other personnel identified in the Proposal. Consultant shall not materially reduce the availability of key personnel or substitute lead personnel without prior notice to and approval by the City, which approval may be withheld if the City determines the replacement does not provide comparable qualifications, experience, responsiveness, or familiarity with the City and TWDB requirements.
- (d) **Subconsultants.** Consultant may use subconsultants only as identified in the Proposal or as approved in writing by the City. Consultant remains fully responsible for the acts, omissions, performance, schedules, deliverables, and compliance obligations of all subconsultants. No subconsultant shall have a contractual claim against the City unless the City enters into a separate written agreement with that subconsultant.
- (e) **City-Contracted Specialty Services.** The City may elect, in its sole discretion, to contract directly with survey, geotechnical, environmental, right-of-way, appraisal, easement acquisition, inspection, testing, or other specialty firms. Consultant shall cooperate and coordinate with City-contracted firms as reasonably required for the Project, but Consultant shall not mark up, manage payment to, or assume contractual responsibility for those firms unless expressly stated in a task authorization.
- (f) **Responsiveness and Reporting.** Consultant shall keep the City reasonably informed of progress, schedules, budget status, risks, funding deadlines, permit requirements, design issues, construction issues, and required City actions. Consultant shall promptly respond to reasonable communications from the City and shall provide written status reports upon request or as required by a task authorization.

- (g) **Quality Control.** Consultant shall implement and maintain a quality assurance and quality control process appropriate for each task, including senior technical review, constructability review when appropriate, cost estimate review, regulatory compliance review, and documentation of material design decisions. The City's review or approval of a submittal does not relieve Consultant of responsibility for professional quality, completeness, coordination, or compliance with this Agreement. **City review shall not be construed as an independent technical verification of Consultant's professional services.**

4. Compensation; Invoices; Payment Controls

- (a) **Compensation Only as Authorized.** The City shall compensate Consultant only in accordance with a written task authorization, purchase order, or amendment approved by the City. Each task authorization shall state whether compensation is lump sum, hourly not-to-exceed, unit-price, reimbursable, or another approved method. No oral authorization, course of dealing, invoice notation, or Consultant assumption shall increase the City's payment obligations.
- (b) **Not-to-Exceed Amounts.** All not-to-exceed amounts are maximum amounts and shall not be exceeded without prior written approval by the City. Consultant assumes the risk of performing unauthorized work or incurring costs in excess of an approved amount.
- (c) **Fair and Reasonable Price.** The Parties acknowledge that compensation has been or will be negotiated after selection based on demonstrated competence and qualifications and is intended to be fair and reasonable and consistent with Texas Government Code Chapter 2254.
- (d) **Reimbursable Expenses.** The City shall reimburse only reasonable, actual, necessary, and documented out-of-pocket expenses expressly permitted by a task authorization. Travel, mileage, lodging, meals, printing, delivery, outside vendor charges, permit fees, and other reimbursable expenses require documentation and shall not include markup unless expressly approved in writing by the City.
- (e) **Invoices.** Consultant shall submit invoices in a form acceptable to the City and in sufficient detail for the City to verify the Services performed, personnel or labor categories used, hours billed, deliverables completed, percent complete, Project or task authorization number, approved budget, amount previously invoiced, current invoice amount, remaining budget, and reimbursable expenses. Invoices shall include supporting documentation reasonably requested by the City or required by TWDB or another funding source.
- (f) **Payment Timing.** Subject to the Texas Prompt Payment Act, applicable law, funding-source requirements, and the City's right to dispute invoices, the City shall pay undisputed amounts within thirty (30) days after receipt of a complete, accurate, and approved invoice.

- (g) **Invoice Rejection and Correction.** The City may reject any invoice that is incomplete, inaccurate, unsupported, unauthorized, inconsistent with this Agreement or a task authorization, or otherwise disputed in good faith. The City shall provide notice of the reason for rejection, and Consultant shall correct and resubmit the invoice. The payment period for rejected amounts shall begin upon the City's receipt of the corrected invoice.
- (h) **No Individual Liability.** No elected official, officer, employee, volunteer, or representative of the City shall have personal liability for amounts owed under this Agreement.
- (i) **Appropriation; Funding Contingency.** This Agreement and each task authorization are subject to the City's budgeting, appropriation, and funding requirements and may be contingent upon release of funds by TWDB or another funding source. The City does not waive any constitutional, statutory, charter, budgetary, debt, or appropriation limitation. If funds are not appropriated, released, or otherwise lawfully available, the City may terminate or suspend affected Services without penalty, subject only to payment of undisputed amounts lawfully owed for authorized Services performed before termination or suspension.
- (j) **Sales Tax Exemption.** The City is exempt from payment of sales, use, rental, and certain excise taxes under Texas law. Consultant shall not include such taxes in invoices to the City and shall cooperate with the City in documenting the City's tax-exempt status.

5. Deliverables; Ownership; Use of Documents

- (a) **Deliverables.** Deliverables include all reports, studies, preliminary engineering reports, environmental documents, calculations, models, cost estimates, schedules, plans, drawings, specifications, bid documents, contract documents, permit materials, memoranda, meeting materials, inspection reports, certifications, record drawings, operations and maintenance manuals, correspondence, data, and other work product prepared specifically for the City under this Agreement.
- (b) **City Ownership and Use.** Upon payment of amounts properly due and owing for the applicable Services, the City shall own the Deliverables prepared specifically for the City, subject to Consultant's rights in pre-existing materials under Section 5(d). The City has a perpetual, irrevocable, royalty-free right to use, copy, retain, archive, reproduce, distribute, disclose, and rely on the Deliverables for City governmental, financing, grant, regulatory, permitting, construction, operation, maintenance, audit, public information, and recordkeeping purposes.
- (c) **Electronic Files.** Consultant shall provide Deliverables in usable electronic format reasonably requested by the City, including native files when available and appropriate, together with PDF copies suitable for recordkeeping, bidding, review, or filing. Consultant may include reasonable disclaimers for native files, but no disclaimer may prevent the City from using Deliverables for City purposes.

- (d) **Consultant Pre-Existing Materials.** Consultant retains ownership of its pre-existing templates, standard details, standard specifications, know-how, proprietary tools, internal methodologies, and materials developed independently of this Agreement. To the extent such materials are incorporated into Deliverables, Consultant grants the City the license and use rights necessary to use the Deliverables as described in this Agreement.
- (e) **Reuse and Reliance.** The City may use and rely on Deliverables for the Project and for related City wastewater system planning, financing, regulatory, and operational purposes. If the City reuses signed and sealed engineering Deliverables for a different project or materially altered purpose without Consultant's involvement, the City shall be responsible for obtaining appropriate professional review required by law. **Reuse, modification, or transfer of Deliverables by the City for any project, purpose, phase, or facility other than that for which such Deliverables were originally prepared, without Consultant's written participation, shall be at the City's sole risk. Consultant shall have no responsibility or liability arising from such reuse, modification, or transfer.**
- (f) **Public Duties Not Restricted.** Consultant shall not assert copyright, confidentiality, proprietary rights, or other restrictions to prevent the City from complying with applicable law, maintaining public records, completing or administering a Project, making required disclosures, responding to auditors or regulators, or using Deliverables for City purposes.

6. Records; Public Information; Confidentiality; Data Security

- (a) **Records.** Consultant shall maintain complete and accurate records of Services performed, invoices, expenses, subconsultant work, communications, draft and final Deliverables, design decisions, construction phase documentation, and funding compliance documentation in accordance with prudent professional practices and any recordkeeping requirements applicable to the City, TWDB, EPA, or another funding source.
- (b) **Public Information.** Consultant acknowledges that records relating to this Agreement may be subject to the Texas Public Information Act and public contracting information requirements applicable to governmental contracts. Consultant shall cooperate with the City in responding to public information requests, subpoenas, audits, grant reviews, or regulatory requests relating to this Agreement.
- (c) **City Public Information Decisions.** The City, through the City Attorney or other authorized official, retains authority to determine how the City will respond to public information requests. Consultant shall not independently release City records or non-public City information unless authorized by the City or required by law after notice to the City.

- (d) **Confidential and Sensitive Information.** Consultant shall protect confidential, security-sensitive, personal, financial, proprietary, utility-security, and non-public information obtained through the Services and shall use such information only for purposes of performing the Services or as otherwise authorized by the City or required by law.
- (e) **Cybersecurity and Data Protection.** Consultant shall use commercially reasonable administrative, technical, and physical safeguards to protect City data, Project files, and funding compliance records in Consultant's possession or control. Consultant shall promptly notify the City of any unauthorized access, disclosure, loss, compromise, or misuse of City data or records.
- (f) **Responsible Use of Artificial Intelligence.** Consultant may use artificial intelligence, machine learning, automated drafting, automated research, or similar technologies only in a manner consistent with professional judgment, confidentiality, cybersecurity, public information obligations, and applicable law. Consultant shall not input confidential, security-sensitive, personal, financial, non-public, or privileged City information into any public or externally trained AI tool without the City's prior written consent. Consultant remains fully responsible for the accuracy, completeness, quality, originality, legal compliance, and professional sufficiency of all Services and Deliverables, regardless of whether AI tools are used.

7. TWDB, Federal Funding, and Regulatory Compliance

- (a) **Funding Requirements.** Consultant acknowledges that one or more Projects may be funded in whole or in part by TWDB loans, principal forgiveness, grants, or other state or federal financial assistance. Consultant shall comply with all requirements applicable to Consultant's Services under the funding source and shall provide documentation reasonably required by the City, TWDB, EPA, or other agencies.
- (b) **TWDB and EPA Requirements.** To the extent applicable to the Services or Project funding, Consultant shall comply with TWDB requirements, EPA requirements, Clean Water State Revolving Fund requirements, Drinking Water State Revolving Fund requirements, Build America Buy America documentation requirements, Davis-Bacon and related labor compliance support requirements applicable to Consultant's role, environmental review requirements, procurement documentation requirements, and other funding conditions identified by the City or funding agency.
- (c) **Equal Opportunity.** Consultant shall comply with applicable equal employment opportunity requirements, including Executive Order 11246, as amended, and applicable Department of Labor regulations, to the extent applicable to this Agreement.

- (d) **Permits and Regulatory Approvals.** Consultant shall identify permits and approvals reasonably necessary for each authorized task and shall assist the City in preparing and submitting engineering data and applications for routine permits and approvals. Consultant shall promptly advise the City of material regulatory risks, delays, comments, or conditions affecting a Project.
- (e) **No State or Federal Party.** Neither the State of Texas, TWDB, EPA, nor any of their departments, agencies, officers, or employees is a party to this Agreement unless expressly required by a funding document signed by that entity. Consultant shall not represent otherwise.

8. Conflicts of Interest; Ethics; Texas Government Contract Verifications

- (a) **No Conflicts.** Consultant represents that, as of the Effective Date and based on its conflicts review, it has no conflict of interest that would materially impair its performance of the Services for the City. Consultant shall not represent or assist any person or entity in a manner that creates an actual conflict with Consultant's duties to the City under this Agreement.
- (b) **Ongoing Disclosure.** Consultant shall promptly disclose in writing to the City Administrator and City Attorney any actual, potential, or apparent conflict of interest involving the City, a Project, a property owner, a contractor, a subconsultant, a regulatory agency, a funding agency, or another transaction participant.
- (c) **Mandatory Conflict Forms.** Consultant shall timely submit and update all conflict and disclosure forms required by the City, the Texas Ethics Commission, Texas Local Government Code Chapter 176, Texas Government Code Section 2252.908, and any other applicable law, including Conflict of Interest Questionnaire forms and Certificate of Interested Parties Form 1295, as applicable.
- (d) **No Gifts or Gratuities.** Consultant shall not offer or provide any gift, favor, benefit, gratuity, political contribution, commission, or thing of value to a City officer, employee, or agent as an inducement to secure work or in violation of law or City policy.
- (e) **Texas Government Contract Verifications.** To the extent applicable to this Agreement and only to the extent consistent with federal law, Consultant verifies and represents that:
 - (i) it does not boycott Israel and will not boycott Israel during the term of this Agreement, as contemplated by Texas Government Code Chapter 2271, including Texas Government Code Section 2271.002;
 - (ii) it is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Texas Government Code Chapter 2252 relating to companies with business operations in Sudan, companies with business operations in Iran, or foreign terrorist organizations;

- (iii) if applicable, it does not have a policy or practice of discriminating against a firearm entity or firearm trade association; and
- (iv) if applicable, it does not boycott energy companies.
- (f) **No Debarment.** Consultant represents that neither Consultant nor any principal or key personnel assigned to the Services is suspended, debarred, excluded, or otherwise prohibited from participating in federal, state, TWDB, or local government contracts or professional practice.

9. Insurance; Risk Allocation; Indemnity

- (a) **Insurance.** Consultant shall maintain insurance coverage during the term of this Agreement and any renewal or extension in the types and amounts stated in Attachment “D” - Insurance Requirements, including commercial general liability, automobile liability, workers’ compensation, employer’s liability, and professional liability/errors and omissions insurance.
- (b) **Certificates.** Consultant shall provide certificates of insurance within ten (10) calendar days after notice of award or execution of this Agreement, upon renewal or replacement of any required policy, and upon City request. Insurance companies providing required coverage shall be authorized to transact business in Texas and rated at least A- VII by AM Best or an equivalent rating service, unless otherwise approved by the City.
- (c) **Additional Insured and Waiver of Subrogation.** To the extent applicable to the type of coverage and commercially available, the City shall be named as an additional insured on commercial general liability and automobile liability policies, and policies shall provide a waiver of subrogation only to the extent available by endorsement and without material additional premium in favor of the City. Professional liability coverage is not required to name the City as an additional insured if such endorsement is not available for professional liability coverage.
- (d) **Indemnification.** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against claims, damages, losses, liabilities, fines, penalties, costs, and expenses, including reasonable attorney’s fees, to the extent arising out of or resulting from Consultant’s negligent acts or omissions, willful misconduct, fraud, violation of law, infringement of third-party rights, or breach of this Agreement. This indemnity does not apply to the extent a claim is caused by the City’s gross negligence or willful misconduct.

- (e) **Limitation of Liability.** To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, employees, agents and independent professional associates and consultants, and any of them, to the City and anyone claiming by, through and under the City, for any and all injuries, claims, losses, expenses or damages whatsoever arising **out** of or in any way related to Consultant's services, the Project or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of Consultant or Consultant's officers, directors, employees, agents and independent professional associates and consultants, and any of them, shall not exceed the total compensation received by Consultant under this Agreement, or the total amount of \$500,000.00, whichever is lesser.
- (f) **Engineering Indemnity Savings Clause.** To the extent Chapter 271 of the Texas Local Government Code or any other Texas law limits indemnity obligations in an engineering or public works contract, this Agreement shall be construed to require only the indemnity permitted by applicable law and shall not require Consultant to indemnify the City for claims caused by the negligence, fault, breach, or violation of law of the City or a third party beyond the extent permitted by law.
- (g) **No City Indemnity.** The City does not indemnify Consultant or any other person. Any provision in an attachment, Proposal, invoice, task authorization, or other document requiring the City to indemnify, defend, or hold harmless Consultant is void and unenforceable.
- (h) **No Waiver of Immunity.** Nothing in this Agreement waives or limits any governmental immunity, sovereign immunity, official immunity, statutory cap, limitation of liability, defense, or other protection available to the City or its officers, officials, employees, agents, or volunteers under Texas law.

10. **Term; Renewal; Suspension; Termination**

- (a) **Term.** This Agreement begins on the Effective Date and continues for an initial term ending September 30, 2031, unless earlier terminated under this Agreement. The Agreement may be renewed for additional terms by written agreement approved by the City.
- (b) **Project-Based Continuation.** If a task authorization is issued before expiration of the term, the Agreement shall continue as to that task authorization until completion, expiration, or termination of that task authorization, unless the City directs otherwise in writing.

- (c) **Termination for Convenience.** The City may terminate this Agreement or any task authorization, in whole or in part, at any time and for any reason by written notice to Consultant. Consultant may terminate this Agreement only upon at least thirty (30) days' written notice and only if termination will not prejudice the City's interests, funding obligations, permitting deadlines, or construction administration needs. In the event of termination for convenience, Consultant shall be compensated in accordance with Section 10(e).
- (d) **Termination for Cause.** The City may terminate this Agreement or any task authorization immediately upon written notice if Consultant materially breaches this Agreement, has an unwaived conflict of interest, loses required licensure or insurance, fails to perform in a timely or professional manner, violates applicable law or funding requirements, makes a material misrepresentation, or fails to cure a material default within the time specified by the City.
- (e) **Compensation Upon Termination.** If this Agreement or a task authorization is terminated, Consultant shall be paid only undisputed amounts earned and payable for authorized Services satisfactorily performed before the effective date of termination, plus approved reimbursable expenses actually incurred before termination. Consultant shall be paid for all authorized Services performed through the effective date of termination, including Services in progress, reasonable demobilization costs, approved commitments to subconsultants, and reimbursable expenses properly incurred before termination.
- (f) **Suspension.** The City may suspend any or all Services by written notice. During suspension, Consultant shall stop work as directed and shall not incur additional costs unless authorized by the City. The City may resume Services by written notice.
- (g) **Transition Assistance.** Upon termination, suspension, expiration, or City request, Consultant shall reasonably cooperate with the City and any successor consultant to avoid prejudice to the City, including by providing current files, Deliverables, status reports, pending deadlines, permit comments, construction issues, funding compliance documentation, and other information reasonably necessary for continuity.

11. Construction Phase Services; Limitations

- (a) **Consultant's Construction Role.** When construction phase services are authorized, Consultant shall provide professional services described in the applicable task authorization, which may include observation, administration, submittal review, RFI responses, pay application review, change order assistance, progress meetings, substantial completion inspection, final inspection, and record drawing preparation.

- (b) **No Control Over Contractor Means and Methods.** Consultant is not responsible for and does not control construction means, methods, techniques, sequences, procedures, site safety programs, contractor labor, or contractor compliance with safety laws. Consultant's site visits or observations are for the purpose of assisting the City in determining general conformance with the contract documents and do not make Consultant responsible for the contractor's performance.
- (c) **Defective Work.** Consultant shall promptly notify the City of defective, nonconforming, unsafe, or questionable work observed by Consultant. Consultant may recommend rejection, correction, testing, or further investigation of work, but the City retains authority over contractual enforcement against contractors.
- (d) **Change Orders.** Consultant may prepare or review change orders only as authorized by the City. No change order, field order, directive, or recommendation by Consultant is binding on the City unless approved by the City in the manner required by the construction contract and City policy.
- (e) **Opinions of Probable Cost.** Consultant's opinions of probable construction cost are professional opinions based on information reasonably available at the time and are not guarantees of bid prices or construction costs. Consultant shall use reasonable care in preparing cost opinions, update them at appropriate milestones, and promptly advise the City of material cost risks or changes. Consultant does not warrant or guarantee that bids, negotiated prices, or construction costs will not vary from Consultant's opinions of probable construction cost.

12. Notices; Assignment; Order of Precedence

- (a) **Assignment.** Consultant may not assign, transfer, delegate, or subcontract this Agreement or any material obligation under it without the City's prior written consent. Any attempted assignment without consent is void.
- (b) **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be 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 Consultant:

Burgess & Niple, Inc.
Attn: Robby Callegari, P.E./William Ball, P.E.
235 Ledge Stone Drive
Austin, TX 78737
Robby.Callegari@burgessniple.com;
William.Ball@burgessniple.com

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

- (d) **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:
- (i) this Agreement, excluding attachments;
 - (ii) written amendments signed by both Parties and approved by the City;
 - (iii) written task authorizations signed by authorized representatives of both Parties;
 - (iv) Attachment “C” - Compensation and Invoicing Requirements;
 - (v) Attachment “B” - Scope of Services and Task Authorization Form;
 - (vi) Attachment “D” - Insurance Requirements;
 - (vii) Attachment “E” - TWDB, Federal Funding, and DBE Requirements;
 - (viii) the RFQ and Addendum No. 1, to the extent incorporated; and
 - (ix) Attachment “A” - Consultant’s Proposal/Statement of Qualifications.
- (e) **Proposal Subordinate.** The Proposal is last in order of precedence and is included for background, qualifications, staffing, approach, and scope detail only. Any Proposal term inconsistent with or less favorable to the City than this Agreement is superseded.

13. Governing Law; Venue; Dispute Resolution

- (a) **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.
- (b) **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.
- (c) **No Arbitration.** 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.
- (d) **Cumulative Remedies.** The City’s rights and remedies under this Agreement are cumulative and are in addition to rights and remedies available at law or in equity.

- (e) **Limitations on Claims Against City.** Any claim against the City is subject to applicable Texas law, including any notice requirements, immunity, damages limitations, exclusions of consequential damages, and limitations under Texas Local Government Code Chapter 271, Subchapter I, to the extent applicable. Nothing in this Agreement creates a waiver of immunity or liability beyond that expressly provided by Texas law.
- (f) **Survival.** Provisions that by their nature should survive termination or expiration survive, including provisions concerning payment limitations, records, public information, confidentiality, data security, ownership and use rights, indemnity, insurance, conflicts, funding compliance, governing law, venue, no waiver of immunity, and order of precedence.

14. General Provisions

- (a) **Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the Services and supersedes all prior or contemporaneous agreements, proposals, negotiations, representations, and understandings, whether oral or written, relating to the Services. This provision shall not terminate or supersede any separate agreement between the Parties unless expressly identified therein.
- (b) **Amendment.** This Agreement may be modified only by a written amendment signed by both Parties and approved by the City in the manner required by law and City policy.
- (c) **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 effect.
- (d) **Waiver.** The failure of either Party to enforce any provision of this Agreement is not a waiver of the right to enforce that provision or any other provision later.
- (e) **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.
- (f) **Authority.** Each person signing this Agreement represents that the person has authority to sign on behalf of the Party identified below.
- (g) **No Third-Party Beneficiaries.** Except for the City indemnitees expressly protected under this Agreement, this Agreement is for the sole benefit of the Parties and does not create rights in any third party.

- (h) **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, including acts of God, war, terrorism, pandemic, natural disaster, or governmental action prohibiting performance, provided the affected Party promptly notifies the other Party and uses diligent efforts to resume performance. Force majeure does not entitle Consultant to increased compensation, price escalation, or payment for unauthorized work.
- (i) **Consequential Damages.** Neither Party shall be liable to the other for special, consequential, indirect, punitive, or exemplary damages, except to the extent such damages are expressly recoverable under Consultant's indemnity obligations set forth in Section 9(d), or liability for willful misconduct, fraud, infringement, or knowing violation of law.
- (j) **No Price Escalation Unless Approved.** Consultant assumes the risk of cost increases unless a written task authorization or amendment expressly provides otherwise. No fuel surcharge, labor escalation, material escalation, overhead adjustment, tariff charge, or similar increase is payable by the City unless approved in advance in writing by the City.
- (k) **Compliance With Laws.** Consultant shall comply with all federal, state, and local laws, regulations, ordinances, rules, professional standards, funding requirements, and City policies applicable to the Services.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF DRIPPING SPRINGS

BURGESS & NIPLE, INC.

**ATTACHMENT “A”:
CONSULTANT’S PROPOSAL/STATEMENT OF QUALIFICATIONS**

1. **Incorporated Document.** Consultant’s Statement of Qualifications submitted in response to RFQ #2025-20: Engineering Services – Wastewater System Improvement Projects, dated December 22, 2025, is incorporated by reference as Attachment “A”.
2. **Limited Incorporation.** Attachment “A” is incorporated only for the following limited purposes:
 - (a) identifying Consultant’s qualifications, experience, registrations, proposed personnel, and proposed project approach;
 - (b) supplementing the scope of Services to the extent consistent with this Agreement and an approved task authorization;
 - (c) confirming representations regarding insurance, conflicts, resources, experience with the City, experience with TWDB and TCEQ requirements, and subconsultant relationships; and
 - (d) documenting procurement history and the basis for selection.
3. **Subordination.** Attachment “A” is subordinate to the main body of this Agreement and all higher-priority Contract Documents. No term in Attachment “A” modifies the Agreement unless expressly stated in a written amendment signed by both Parties and approved by the City.
4. **Excluded Proposal Terms.** Without limiting the foregoing, any term in Attachment “A” that would reduce the City’s rights, expand the City’s payment obligations, limit Consultant’s obligations, impose a limitation of liability, require City indemnity, require arbitration, change venue, change governing law, impose confidentiality beyond applicable law, restrict public information compliance, alter ownership or use of Deliverables, make fees payable without City authorization, or conflict with this Agreement is superseded and of no effect.

ATTACHMENT “B”

SCOPE OF SERVICES AND TASK AUTHORIZATION FORM

1. **Authorized Services.** Services shall be performed only under written task authorizations approved by the City. Each task authorization may include any services described in the Agreement, the RFQ, and Attachment “A”, including planning, funding support, environmental support, surveying coordination, geotechnical coordination, permitting, design, bidding, construction phase services, closeout, and warranty-phase support.
2. **Form of Task Authorization.** Each task authorization should substantially include the following:
 - (a) Task Authorization No.
 - (b) Project Name
 - (c) City Project/Funding No.
 - (d) Effective Date
 - (e) City Representative
 - (f) Consultant Project Manager
 - (g) Scope of Services
 - (h) Deliverables
 - (i) Schedule and Milestones
 - (j) Compensation Method and Not-to-Exceed Amount
 - (k) Reimbursable Expenses Authorized
 - (l) Subconsultants Authorized
 - (m) Funding Requirements/TWDB Requirements
 - (n) Special Conditions:
 - (o) City Approver’s Signature and Date of Signature
 - (p) Consultant Approver’s Signature and Date of Signature
3. **No Work Without Authorization.** No task authorization is effective unless signed by authorized representatives of both Parties or otherwise approved in writing by the City in a manner that clearly authorizes Consultant to proceed.

ATTACHMENT “C” COMPENSATION AND INVOICING REQUIREMENTS

1. **Compensation.** Compensation shall be negotiated and stated in each task authorization. The City is not obligated to pay Consultant for any Services unless those Services are authorized in writing and performed in accordance with this Agreement.
2. **Required Invoice Detail.** Each invoice shall include, at a minimum:
 - (a) Agreement title and task authorization number;
 - (b) Project name and funding number, if applicable;
 - (c) invoice period;
 - (d) description of Services performed during the invoice period;
 - (e) personnel, labor categories, hours, rates, and extended amounts, if hourly;
 - (f) percent complete and amount billed by task, if lump sum or percent complete;
 - (g) approved budget, previously billed amount, current amount, and remaining balance;
 - (h) reimbursable expenses with receipts or other documentation;
 - (i) subconsultant invoices, if applicable;
 - (j) DBE, TWDB, or funding-source documentation required for payment; and
 - (k) certification that the invoice is accurate, the Services were authorized, and the Services comply with this Agreement.
3. **Payment Limitations.** The City is not required to pay for unauthorized work, unsupported charges, duplicate charges, markup not approved in writing, overhead not included in an approved rate, costs caused by Consultant’s correction of defective or negligent work, or charges that exceed an approved not-to-exceed amount.
4. **Audit Rights.** Consultant shall maintain records sufficient to support all invoices and shall make such records available to the City, TWDB, EPA, auditors, or other authorized reviewers upon reasonable request. Audit rights survive final payment for the period required by applicable law or funding requirements. Any audit shall be conducted during normal business hours upon reasonable advance notice and shall be limited to records directly related to the applicable Project, invoice, or funding requirement. Consultant may withhold legally privileged, proprietary, or confidential information not directly relevant to the audit purpose.

ATTACHMENT “D”: INSURANCE REQUIREMENTS

1. **Required Coverage.** During the term of this Agreement and any renewal or extension, Consultant shall maintain at least the following insurance coverage, unless the City approves different limits in writing:
 - (a) **Workers’ Compensation:** statutory workers’ compensation insurance as required by Texas law, with employer’s liability limits of not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit;
 - (b) **Commercial General Liability:** not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury, property damage, contractual liability, and products/completed operations;
 - (c) **Automobile Liability:** not less than \$1,000,000 combined single limit for owned, hired, and non-owned vehicles used in connection with the Services;
 - (d) **Professional Liability/Errors and Omissions:** not less than \$2,000,000 per claim and in the aggregate, covering professional engineering services; and
 - (e) **Umbrella or Excess Liability:** if necessary to meet the required limits or if required by a task authorization or funding source.
2. **Policy Requirements.** All required insurance shall:
 - (a) be issued by insurers authorized to transact business in Texas and rated at least A-VII by AM Best or an equivalent rating service, unless otherwise approved by the City;
 - (b) name the City as an additional insured on commercial general liability and automobile liability policies to the extent applicable and commercially available;
 - (c) provide waiver of subrogation in favor of the City to the extent covered by insurance and commercially available;
 - (d) be primary and non-contributory to insurance maintained by the City to the extent applicable to Consultant’s obligations; and
 - (e) provide at least ten (10) days’ prior written notice to the City for cancellation, non-renewal, or material change, to the extent available from the insurer.
3. **Certificates.** Consultant shall provide certificates of insurance evidencing required coverage within ten (10) calendar days after notice of award or execution of this Agreement, upon renewal, and upon request by the City.

4. **No Limitation.** Insurance requirements are independent contractual obligations and shall not be construed to increase Consultant's liability beyond that otherwise imposed by this Agreement or applicable law.

ATTACHMENT “E”: TWDB AND FEDERAL FUNDING REQUIREMENTS

1. **Funding Compliance.** Consultant shall comply with all TWDB, EPA, federal, state, and local requirements applicable to Consultant’s Services for a Project, including requirements identified in the RFQ, Addendum No. 1, funding agreements, loan commitments, environmental approvals, and written instructions from the City.
2. **Build America Buy America; Davis-Bacon; American Iron and Steel.** To the extent applicable to a Project and Consultant’s role, Consultant shall assist the City with documentation and coordination related to Build America Buy America, Davis-Bacon and related labor standards, American Iron and Steel requirements, and similar federal or state funding requirements. Consultant is not responsible for contractor compliance failures except to the extent caused by Consultant’s negligent acts or omissions or by Consultant’s failure to perform Services expressly assigned to Consultant.
3. **Environmental and Regulatory Documentation.** Consultant shall assist with environmental and regulatory documentation required for TWDB or other funding programs when authorized by task authorization, including environmental information documents, environmental assessments, findings, agency coordination, public participation support, and permit submittals.
4. **Record Retention.** Consultant shall retain funding compliance records for the period required by TWDB, EPA, the City, or applicable law, whichever is longer, and shall provide copies to the City upon request.
5. **Flow-Down.** Consultant shall include applicable funding, recordkeeping, audit, and compliance requirements in subconsultant agreements to the extent required by the City, TWDB, EPA, or applicable law.

STATEMENT OF QUALIFICATIONS

#2025-20: Engineering Services Wastewater System Improvement Projects

City of Dripping Springs, Texas

Dripping Springs, TX | December 22, 2025

Re: RFQ #2025-20: Engineering Services Wastewater System Improvement Projects

Dear Ginger Faught and Review Committee,

Burgess & Niple (B&N) is pleased to submit our qualifications for the **RFQ #2025-20: Engineering Services Wastewater System Improvement Projects** scope of work. We understand that the City of Dripping Springs (City) emphasizes the reliability and safety of its water and wastewater systems, operating 24/7, monitoring quality and ensuring rapid response to issues. With a history of delivering high-quality infrastructure solutions, B&N brings a unique combination of expertise, capacity and commitment to ensure the success of this project. B&N has a long-standing tradition of excellence in providing engineering services to the City and other surrounding municipalities.

Our firm has deep knowledge in municipal water/wastewater engineering, project management and advisory services, particularly in Central Texas, making us an ideal partner for this endeavor. Our team is well-versed in water and wastewater infrastructure planning, design, permitting, bidding and construction administration. To round out our team, we will be partnering with S. Kanetzky Engineering, LLC (SKE) for electrical engineering. We understand the critical nature of compliance with federal, state and local regulations and have a proven track record of successfully managing complex projects within these parameters. ***B&N has completed over 50 projects with the City and is very familiar with the City's water and wastewater systems.*** Our approach emphasizes collaboration with stakeholders, proactive communication and innovative problem-solving to deliver projects that meet and exceed expectations.

LOCAL EXPERTISE

B&N brings extensive experience navigating the unique challenges and requirements of the City and its surrounding Extraterritorial Jurisdiction (ETJ). Leveraging the design standards we helped the City establish, along with Texas Commission on Environmental Quality (TCEQ) and Texas Water Development Board (TWDB) requirements, we ensure every design is fully compliant and positioned for success. With offices across Central Texas, we are able to pool resources efficiently and respond promptly to any project need.

PROVEN KNOWLEDGE

B&N has extensive expertise in Central Texas with 50 years of experience in the region. Most recently, B&N completed or is working on the ***West Interceptor Segments 2 and 3, East Interceptor Segments 1 and 2, South Collector, South Regional Lift Station, Force Main and Gravity Main*** projects for the City. Using our expertise and learned lessons from previous experience with the City, we are ready to hit the ground running. There is no learning curve! We are excited for the opportunity to deepen our partnership with the City.

COMMITMENT TO QUALITY

B&N's dedication to delivering exceptional results is reflected in our ability to retain top talent, maintain continuity in project teams and adapt to client needs even during peak workloads. B&N "builds-in" design quality through a structured project approach, including kickoff, preliminary design review, detailed design review and rigorous checks of contract documents prior to bidding.

Our focus on providing the highest quality solution will help keep the City "Welcoming, Helpful, Friendly, Authentic & Real" as you strive for with your core values. B&N is continuously aware that the work we do affects many people's quality of life, often entire communities. We care deeply about the City's infrastructure improvements as some of our staff call Dripping Springs home! We look forward to the opportunity to partner with you again on this upcoming project.

Respectfully Submitted,



WILLIAM "BILL" BALL, PE

Title: Program/Project Manager

Phone: 512.695.5471

E-mail: William.Ball@burgessniple.com

Office Address: 235 Ledge Stone Drive, Austin, TX 78737



ROBBY CALLEGARI, PE

Title: Program/Project Manager

Phone: 512.914.5885

E-mail: Robby.Callegari@burgessniple.com

Office Address: 235 Ledge Stone Drive, Austin, TX 78737

2.2.2 STATEMENT CONCERNING INSURANCE

B&N will provide general liability insurance, worker's compensation and professional liability insurance for the project within 10 calendar days of any Notice of Award.

2.2.3 STATEMENT CONCERNING CONFLICT OF INTERESTS

See the attached Conflict of Interest Statement form.

CONFLICT OF INTEREST STATEMENT

I certify that the following statement is true with respect to the Request of Qualification for Engineering Designing, Planning, Constructing, Planning, Acquiring, Extending, Upgrading, Renovating, Rehabilitating, Replacing, and Improving Services for the Wastewater System Improvement Projects for the City of Dripping Springs, Texas.

1. No principal or employee of this firm has offered or promised to pay or deliver directly or indirectly, any commission, political contribution, gift, favor, gratuity, benefit, or reward as an inducement to secure this assignment;
2. No employee, officer, or agent of the City of Dripping Springs, Texas, or their immediate family members, has financial or other interest in this firm;
3. This firm will not engage in construction contracting or in the supply of goods, materials and/or equipment for the construction of this project;
4. This firm is not associated or affiliated, either directly or indirectly, with firms, individuals, or commercial organizations that have a vested interest in the construction of this project.



Signed by Principal of Firm

Ed Muccillo, PE

Name Typed

Principal-In-Charge

Title

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3.1 ORGANIZATION

GENERAL FIRM INFORMATION (3.1.1 - 3.1.9)

3.1.1 Firm Name: Burgess & Niple, Inc.

3.1.2 Address & Phone Number: B&N South Austin Office Address: 235 Ledge Stone Drive, Austin, TX 78737 | 512.432.1000

3.1.3 Texas Board of Professional Engineers Firm Registration Number: F-10834

3.1.4 Submittal is for: Parent Company

3.1.5 Year Firm Established: 1912

3.1.6 Former Firm Name(s): CMA Engineering, Inc.

3.1.7 Type of Ownership: Burgess & Niple, Inc. is a for-profit C-Corporation authorized to engage in architecture, professional engineering and surveying. B&N is an employee-owned corporation whose owners (shareholders) include the active directors of the firm. The shareholders elect a Board of Directors responsible for establishing administrative and operating policies for the firm.

3.1.8 Name of Parent Company (if any): N/A

3.1.9 Name of Principals and Titles:

Mark Bernhardt, President, CEO - TX PE Registration # 97178
Edwin Muccillo, BOD Chairperson - TX PE Registration #109157
Jason Pagnard, Secretary - TX PE Registration #156143
Kenneth Sponaugle, Executive Vice President

Joshua Cook, Treasurer
Mark Hutson, Executive Vice President
Scott Perfater, Executive Vice President
Stephen Thieken, Executive Vice President

3.1.10

Office Location Number of Employee	Disciplines
Akron, OH 24 Employees	Administrative - 1, Chemical Engineers - 1, Civil Engineers - 9, Structural Engineer - 1, Construction Project Reps - 1, Data Processors - 1, Drafters/CADD - 4, Environmental Engineers - 1, Geologists - 1, Mechanical Engineers - 2, Sanitary Engineers - 2
Atlanta, GA 2 Employees	Civil Engineers - 2
Austin, TX (North) 15 Employees	Civil Engineers - 10, Data Processors - 2, Field Technicians - 3
Austin, TX (South) 15 Employees	Administrative - 2, Civil Engineers - 6, Construction Project Reps - 3, Designers - 1, Drafters/CADD - 2, Environmental Engineers - 1
Boise, ID 10 Employees	Civil Engineers - 7, Structural Engineers - 1, Transportation Engineers - 2
Charleston, WV 8 Employees	Civil Engineers - 4, Designers - 1, Drafters/CADD - 1, Engineering Technicians - 1, Transportation Engineers - 1
Cincinnati, OH 54 Employees	Administrative - 3, Architects - 12, Civil Engineers - 20, Construction Project Reps - 2, Data Processors - 3, Designers - 3, Drafters/CADD - 1, Electrical Engineers - 1, Environmental Engineers - 1, Interior Designers - 1, Sanitary Engineers - 3, Structural Engineers - 4
Columbus, OH 175 Employees	Administrative - 39, Civil Engineers - 45, Data Processors - 21, Designers - 9, Drafters/CADD - 9, Ecologists - 1, Electrical Engineers - 1, Engineering Technicians - 1, Environmental Engineers - 7, Environmental Scientists - 3, Geologists - 12, Planners - 7, Sanitary Engineers - 2, Soils Engineer - 2, Structural Engineers - 10, Transportation Engineer - 6
Dallas, TX 6 Employees	Civil Engineers - 5, Field Technicians - 1
Erie, PA 11 Employees	Civil Engineers - 1, Designers - 2, Environmental Engineers - 5, Sanitary Engineers - 1, Structural Engineers - 1, Surveyors - 1
Evansville, IN 5 Employees	Civil Engineers - 4, Designers - 1
Flagstaff, AZ 7 Employees	Civil Engineers - 4, Planners - 2, Transportation Engineers - 1
Fort Worth, TX 11 Employees	Civil Engineers - 10, Designers - 1
Frederick, MD 1 Employee	Mechanical Engineers - 1

Office Location Number of Employee	Disciplines
Houston, TX 4 Employees	Civil Engineers - 4
Indianapolis, IN 54 Employees	Administrative - 5, Civil Engineers - 22, Designers - 1, Drafters/CADD - 4, Environmental Engineers - 1, Environmental Scientists - 4, Field Technicians - 7, Structural Engineers - 2, Survey Technicians - 1, Surveyors - 1, Transportation Engineers - 6
Jacksonville, FL 3 Employees	Civil Engineers - 1, Planners - 1, Structural Engineers - 1
Louisville, KY 22 Employees	Administrative - 2, Civil Engineers - 11, Designers - 1, Drafters/CADD - 3, Environmental Scientists - 1, Structural Engineers - 1, Surveyors - 1, Transportation Engineers - 2
Mentor, OH 33 Employees	Administrative - 2, Architects - 1, Civil Engineers - 12, Designers - 1, Drafters/CADD - 3, Environmental Engineers - 1, Sanitary Engineers - 5, Structural Engineers - 3, Survey Technicians - 1, Surveyors - 1, Transportation Engineers - 3
New Braunfels, TX 3 Employees	Civil Engineers - 3
Norfolk, VA 16 Employees	Administrative - 2, Architects - 2, Designers - 3, Electrical Engineers - 3, Mechanical Engineers - 6
Oklahoma City, OK - 7 Employees	Civil Engineers - 5, Mechanical Engineers - 1, Transportation Engineers - 1
Orlando, FL 18 Employees	Civil Engineers - 11, Designers - 1, Drafters/CADD - 2, Environmental Engineers - 2, Structural Engineers - 1, Transportation Engineers - 1
Parkersburg, WV 25 Employees	Administrative - 2, Civil Engineers - 15, Construction Project Reps - 1, Designers - 3, Engineering Technicians - 1, Field Technicians - 2, Sanitary Engineers - 1
Phoenix, AZ 37 Employees	Administrative - 2, Civil Engineers - 24, Data Processors - 1, Designers 1, Drafters/CADD - 2, Environmental Engineers - 1, Geologists - 1, Planners - 2, Transportation Engineers - 1
Portland, OR 14 Employees	Administrative - 2, Civil Engineers - 8, Data Processors - 1, Drafters/CADD - 1, Planners - 1, Transportation Planners - 1
Richmond, VA 15 Employees	Architects - 2, Drafters/CADD - 1, Electrical Engineers - 2, Landscape Architects - 1, Mechanical Engineers - 9
San Antonio, TX 1 Employee	Civil Engineers - 1

3.2 KEY PERSONNEL/PROJECT TEAM

3.2.1 AND 3.2.2

Personnel Role Years of Experience Professional License Current Standing	Background, Including Areas of Expertise and Experience with State and Federal Agencies
Robby Callegari, PE Program/Project Manager Years of Experience: 39 TXPE #68913 Good Standing	Robby's expertise includes planning and designing water distribution and wastewater collection systems, force mains and lift stations, potable water pump stations, treated effluent reuse pump stations, ground storage tanks, elevated storage tanks, effluent holding tanks and ponds, groundwater, surface water and wastewater treatment plants (both industrial and municipal). He is also experienced in water and wastewater permitting through the TCEQ, including discharge and land application permits for disposal of treated effluent. Additionally, Robby has created and managed Utility Districts, prepared CCN applications and worked on land development projects requiring feasibility studies, engineering reports, design drawings and specifications, contract bid documents, basis of design reports and operation and maintenance (O&M) manuals. He has also provided construction supervision and management for these types of projects. Robby has been the main contact for the City's wastewater projects for over 20 years.

Personnel Role Years of Experience Professional License Current Standing	Background, Including Areas of Expertise and Experience with State and Federal Agencies
William “Bill” Ball, PE Program/Project Manager Years of Experience: 31 TXPE #85379 Good Standing	William “Bill” Ball is a seasoned Licensed Engineer in the State of Texas, bringing over three decades of expertise to the civil engineering world. With a career spanning 3 decades, Bill has led the charge on countless design and project management ventures, transforming ideas into infrastructure across the State of Texas. His portfolio is packed with high-impact work, from feasibility studies and project scheduling to cost estimation, permitting and construction administration. Bill’s fingerprints are on a wide array of projects, including: ■ Water distribution system upgrades ■ Wastewater collection and sanitary sewer rehabilitations ■ Ground storage tank design and restoration ■ Wastewater lift station engineering ■ Roadway and drainage enhancements ■ Municipal Utility District (MUD) consulting ■ Residential and commercial land development ■ Sidewalks, hike-and-bike trails Bill is a trusted problem-solver, a strategic thinker and a driving force behind smarter, stronger communities. Bill has extensive experience with TCEQ approved projects and also has permitting experience with Federal Emergency Management Agency (FEMA), USFWS and the TWDB.
Lauren Barzilla, PE Water and Construction Inspection Project Manager Years of Experience: 18 TXPE #108483 Good Standing	Lauren brings a powerhouse of expertise to the table, with a dynamic background in designing and managing complex civil engineering projects. Her portfolio spans everything from crafting detailed cost estimates and construction plans to navigating permitting processes and overseeing construction administration with precision. She’s tackled a wide range of impactful projects—including advanced water distribution systems and modeling with Bentley’s WaterCAD, designed impactful improvements for wastewater collection networks, and transformative residential and commercial land developments. Lauren’s skillset also includes floodplain modeling, roadway and drainage enhancements, and comprehensive hydrologic and hydraulic simulations using HEC-RAS and HEC-HMS. In addition to her extensive project experience, Lauren has collaborated with the TCEQ, bringing deep knowledge of regulatory compliance and environmental standards to her work. Whether it’s designing scenic hike and bike trails or providing strategic consulting for Municipal Utility Districts (MUDs), Lauren consistently delivers innovative solutions that drive progress and elevate communities.
Ryan Shaw, PE Project Engineer Years of Experience: 8 TXPE #144658 Good Standing	Ryan’s expertise lies in civil engineering with a focus on land development and utility infrastructure. His experience includes master planning large subdivisions; designing and preparing construction drawings; managing project bidding and construction administration; and delivering utility projects such as lift stations, water main replacements, wastewater treatment plant expansions, and site development improvements. He has served as both a project manager and project engineer, coordinating comprehensive site improvements, developing innovative drainage solutions, and collaborating with multidisciplinary teams. Ryan has experience working with state and federal regulatory agencies, including the TCEQ, TWDB and the FEMA, managing permitting, compliance and coordination to ensure adherence to applicable regulations.
Max Zekos Sierra, PE Project Engineer Years of Experience: 8 TXPE #144656 Good Standing	Max’s expertise is in civil engineering, particularly across all phases of the land development lifecycle. He has extensive experience in water and wastewater system master planning, writing feasibility reports, producing construction drawings, executing utility system design and coordination and managing construction administration and competitive bidding procedures. Max specializes in utility infrastructure projects in west and central Texas, including storage tanks, collection systems and water treatment. Most of Max’s projects are funded through the both the TWDB Clean Water State Revolving Fund and the Drinking Water State Revolving Fund, so he has experience navigating their permitting process, maintaining funding compliance, and has established relationships with TWDB project reviewers that has assisted in fast tracking these projects.

Personnel Role Years of Experience Professional License Current Standing	Background, Including Areas of Expertise and Experience with State and Federal Agencies
Amanda Frazier, PE Project Engineer Years of Experience: 8 TXPE #141410 Good Standing	Amanda Frazier is a professional engineer with extensive experience in the preliminary and final design of water and wastewater projects, including WWTPs, lift stations, pump systems, sanitary sewer collection lines, water system modeling, municipal wells, and ground/elevated storage tanks. She combines her technical expertise with a deep understanding of engineering and environmental reports, wastewater discharge permit applications, and government grant processes to help municipalities secure funding and achieve their community goals. Amanda has successfully assisted clients in obtaining funding from State and Federal agencies and frequently collaborates with the TCEQ to ensure regulatory compliance and approval of plans and specifications. Her unique blend of design proficiency and funding insight makes her a trusted partner in delivering utility infrastructure improvements across Texas.
Vui Chung, PE Project Engineer Years of Experience: 38 OHPE #E-55892 Good Standing	Vui is a licensed professional engineer with extensive expertise in the planning, design and construction of water and wastewater treatment facilities. She has over 38 years of experience and currently serves as the Director of the Treatment Plant Design Section. Her expertise encompasses liquid treatment processes such as pumping stations, screening, primary and secondary clarifiers, aeration tanks, tertiary filters, chemical and ultraviolet disinfection and post-aeration, as well as solids handling processes including sludge pumping, digesters and storage. She has worked on facilities ranging from 0.5 MGD to 440 MGD and has designed pump stations for collection systems, surface water drainage for landfill projects and lime lagoons for water treatment plants. Vui is also skilled in preparing O&M manuals for water and wastewater treatment plants, and sludge management plans for wastewater treatment plants and provides project management services during construction, including submittal review, RFPs, RFIs and reviewing pay estimates.
Anisa Pike, PE Project Engineer Years of Experience: 8 OHPE #90482 Good Standing	Anisa's expertise is in the planning, detailed design and construction support for water and wastewater projects. She specializes in treatment plant design and employs advanced tools such as BioWin modeling for simulation and optimization of wastewater processes, as well as hydraulic calculations to optimize fluid dynamics in treatment systems. Anisa is proficient in both traditional and innovative engineering approaches and her skill set includes the use of Autodesk Revit and AutoCAD. She is recognized for her strong communication skills and her commitment to delivering effective and sustainable engineering solutions. Anisa has experience in working with the EPA and local building and zoning departments to obtain Permits to Install (PTI's), building permits, zoning permits, etc. She also has performed bench testing for proposed treatment changes to demonstrate proof of concept to the EPA.
Derek Hauff, PE Project Engineer Years of Experience: 9 TXPE #153007 Good Standing	Derek joined B&N in 2024 as a structural engineer. His background encompasses municipal, residential, commercial, retail, industrial and precast concrete jobs spanning over 300 projects completed in AutoCAD and Revit. He is familiar with design standards for steel, concrete, masonry, timber, cold formed steel, aluminum and stainless steel, and the various design standards of IBC, AISC, AASHTO, ACI, TMS, ASCE and NDS.
Priya Bhowmik, EIT Project Engineer Years of Experience: 2.5 TXEIT #90482 Good Standing	Priya has extensive experience working on multiple Texas Water Development Board (TWDB) projects funded through both the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF). Her responsibilities have included design development, preparation of bidding documents and construction phase services in strict compliance with TWDB requirements. She has also supported the TWDB funding application process, ensuring all submittals and regulatory requirements were met. In addition to general program experience, she has contributed to several high-profile TWDB-funded projects, including: ■ East Interceptor Segment 1 (City of Dripping Springs) ■ Palo Pinto County Wastewater Treatment Plant Improvements ■ City of Menard LT2 Filtration System
Juhmanie Alexander, EIT Project Engineer Years of Experience: 2.5 TXEIT #83725 Good Standing	Juhmanie Alexander is a Civil Engineering graduate with experience in subdivision platting, water system modeling, wastewater collection system design and stormwater management. He prepares construction plans and cost estimates while ensuring compliance with TCEQ and EPA regulations. His work includes coordinating with municipalities and water districts on water and wastewater infrastructure projects.

Personnel Role Years of Experience Professional License Current Standing	Background, Including Areas of Expertise and Experience with State and Federal Agencies
Juan Granados, EIT Project Engineer Years of Experience: 4 TXEIT #77870 Good Standing	Juan assists with preliminary and final design work for water and wastewater projects. Juan also has gathered early project management experience on various W/WW permit applications. Juan possesses proficiency in AutoCAD Civil 3D and Revit 2024. He has experience providing services for a wide range of projects including W/WWTPs, sanitary sewer collection lines, municipal water wells, pump designs, water system modeling and ground/elevated storage tanks. Juan is also developing his knowledge in engineering and environmental reports, wastewater discharge permit applications and government grant applications to help several municipalities secure funding sources and attain their vision for the community. Juan has completed projects funded through The Texas Department of Agriculture's Community Development Block Grant program as Deputy Project Manager. Additionally, Juan is currently deputy project manager for the Greater Gardendale Water Supply Corporation Interconnect project that is funded through the U.S. American Rescue Plan Act funding program.
Maggie Savage, EIT Project Engineer Years of Experience: 2.5 TXEIT #78938 Good Standing	Maggie has a background in environmental engineering. Her expertise includes assisting with City of Dripping Springs plan reviews and waterline and wastewater rehabilitation projects, as well as performing drainage calculations and water and wastewater treatment tasks. She has experience preparing plans, quantities, cost estimates and specifications for utility infrastructure improvements and is currently gaining proficiency in AutoCAD Civil, CulvertMaster and FlowMaster. Maggie has contributed to projects involving waterline replacement, drainage improvements and site plan preparation for both municipal and commercial clients throughout Central Texas.
Tim Propes Construction Inspector Years of Experience: 49 N/A	Tim is an experienced construction manager with over 49 years of expertise in the construction of municipal, residential and commercial projects. His areas of expertise include providing construction phase services and resource management coordination for water and wastewater utility infrastructure installations, treated effluent reuse systems, street and drainage construction of all sizes and dry utilities installations. Tim has managed projects involving residential housing, multi-family and commercial buildings, subdivisions and land development (including streets, sewer, water, storm drainage and grading), golf courses, roadways, lift stations, wastewater treatment plants, water wells and storage facilities, as well as surface spray and subsurface drip irrigation systems.
John Garza Construction Inspector Years of Experience: 7 N/A	John is an experienced Field Representative specializing in geotechnical and construction materials testing, with seven years of experience in the central Texas area. His expertise covers a wide range of construction projects, including TxDOT roadway improvements, ADA compliance and roadway improvements for the City of Austin, high-rise building construction, retention pond improvements and general construction inspections such as reinforcing steel, post tension cabling, concrete, asphalt, soil density, soil nailing and drilled piers. He also has lab experience in testing concrete compression and flex, asphalt/soil gradations and geotechnical proctors. Additionally, John has overseen the installation of tank foundations, performed preliminary site inspections for waterline relocations and assisted in construction phase services for wastewater pipe installations and inspections for subdivisions
Eric Oldham Construction Inspector Years of Experience: 37 N/A	Eric Oldham is an experienced Field Representative with 37 years of experience in Construction Inspection and project management in Southern California and central Texas area. The range of construction projects included TxDOT roadway improvements, City of Austin Water/Waste Water and roadway improvements as well as general construction inspections for County of Orange, CA. Public Works projects including reinforcing steel, post tension cabling, concrete, asphalt, soil density, soil nailing and drilled piers.
Steve Kanetzky SKE Engineering Electrical Engineer Years of Experience: 48 TXPE #84696 Good Standing	Steve is a Professional Engineer with 48 years of experience, specializing in electrical engineering for water and wastewater treatment plants and related infrastructure. His expertise includes electrical, instrumentation and controls (I&C), SCADA design and mechanical (HVAC) systems for projects such as booster pump stations and ground storage tanks. Steve has been responsible for all aspects of electrical, I&C and SCADA design for multiple municipal projects, including water treatment plants and pump stations.

3.2.3 PROJECT APPROACH

B&N maintains a strong collaborative relationship with the City since 2005, having partnered throughout the planning, permitting, design and construction of the Central Interceptor Wastewater Collection System and the initial Texas Land Application Permit (TLAP) Wastewater Treatment Plant, Phase 1 South Regional Water Reclamation Facility (WRF). We are also proud to support projects funded through the TWDB Clean Water State Revolving Fund (CWSRF) Program (TWDB Project No. 73819), which includes the Phase 1 South Regional WRF and associated collection system improvements. The engineering projects under this existing loan we have completed or are working on are Initial 422,500 GPD BNR WRF Design Support, 15 MG Reclaimed Water Storage Pond Design, West Interceptor Segment 2 Design and Construction Phase Services, East Interceptor Segment 1 Design and Construction Phase Services, East Interceptor Segment 2 Design, South Collector Design and South Regional Lift Station and Force Main and Gravity Main Improvements Planning.

B&N recently assisted the City in applying for a new \$51,500,000 loan under the TWDB CWSRF Program. The new loan is expected to include engineering services for the following projects this statement of qualifications will address:

- Final 822,500 GPD Biological Nutrient Removal (BNR) WRF- Planning, design, permitting, bidding and construction phase services
- City Auxillary Site 210 Irrigation and Effluent Holding Pond- Planning, design, permitting, bidding and construction phase services
- Charro Park 210 Irrigation- Planning, design, permitting, bidding and construction phase services
- East Interceptor Segment 2- Permitting, bidding and construction phase services
- South Regional Lift Station Improvements and Force Main and Gravity Main to WRF- Construction phase services
- West Interceptor Segment 3- Design, permitting, bidding and construction phase services
- Wastewater Discharge Permit Amendment
- Extend Existing Treated Effluent Distribution System to Permit Outfall- construction phase services.
- Rehabilitating existing South Regional WWTP Improvements- Planning, bidding, and construction phase services.

TWDB Process and Coordination

The TWDB project process is arduous compared to other regulatory agency processes and requires experience and discipline to ensure all the criteria is followed. B&N has a deep bench with personnel experienced on TWDB projects including **Robby Callegari, Bill Ball, Ryan Shaw, Max Zekos-Sierra, Priya Bhowmik, Juhmanie Alexander and Amanda Frazier**. Following processes, such as but not limited to, MBE procurement procedures for sub-consultants and contractors, Build America Buy America (BABA) documentation and following TWDB checklist for plans and specifications and construction contract bid phase is critical to ensuring funding is secured. Furthermore, we have established monthly meetings with the TWDB staff working on this project to help with approvals and scheduling of the project.

Planning

The final phase BNR is expected to be completed by December 2030. In order to utilize the full capacity of the plant, both reclaimed water irrigation projects should be completed in accordance with the discharge permit settlement agreement. The critical task project is the City Auxillary Site 210 Irrigation and Effluent Holding Pond as a site has not been secured to date. The project team will start immediately to locate and secure a site so the environmental surveys can be conducted to prepare and obtain approval for the EID through TWDB. The EID approval process can take up to two years due to TWDB needing to obtain input from the USACOE, USFWS, TPWD, EPA, THC, TCEQ, USDA and local Floodplain Administrator.

Because of the rapid growth in and around the City, the City will be pushing the limits of the current Final WRF Permit Phase of 822,500 GPD in the near future and will need to amend its existing Texas Pollutant Discharge Elimination System (TPDES) permit. As the City has experienced with its first TPDES permit, it will take some time and effort to amend the existing permit and process it through the TCEQ.

ROW/Easement Acquisition

It is anticipated that HDR will continue to provide easement and land acquisition support to the City and will be contracted directly with the City. Easements, agreements or land acquisition are anticipated for the following projects:

- Force main and gravity main from South Regional Lift Station to WRF- fill in gaps where existing easements are not adequate or too costly
- City Auxillary Site 210 Irrigation
- West Interceptor Segment 3 (if the existing 15" gravity main is not replaced)

Preliminary Engineering Reports

B&N prepared a Preliminary Engineering Feasibility Report (PEFR) on behalf of the City for the new TWDB loan application. The main directives of the PEFR were to justify the feasibility of the project, provide project costs to determine a loan amount and provide a project schedule. As the project evolves, EFR revisions may need to be prepared and submitted to TWDB for review and approval.

The TCEQ permit amendment application will require a preliminary design report for whatever new permit phase capacities the City settles on.

Environmental Studies

Environmental studies conducted for TWDB projects typically include the preparation of Environmental Information Documents (EIDs), Environmental Assessments (EAs) and Findings of No Significant Impact (FONSI). These studies often involve pre-field literature reviews, biological field work, agency coordination, public participation efforts and jurisdictional delineations such as USACE Section 404 permitting. Such studies ensure compliance with environmental regulations and support the permitting process for water and wastewater infrastructure projects funded by TWDB. It is anticipated that Horizon Environmental Services will conduct the environmental studies and prepare the EID application as they did with the existing loan and will be contracted directly with the City.

Geotechnical Investigations

It is anticipated that Terracon will conduct geotechnical investigations as they did with the existing loan and will be contracted directly with the City. Additional Geotechnical Investigations are anticipated to be needed for the East Interceptor Segment 2 and the City Auxiliary Site 210 Irrigation projects for the proposed new Effluent Holding Pond.

Surveying

Surveying will include a comprehensive process to support wastewater infrastructure improvements. The scope typically includes site visits, preliminary research and review of available records to understand existing site conditions. Survey teams make recommendations on efficient options that consider accuracy, schedule and cost requirements. The most appropriate survey method, such as conventional ground survey, terrestrial scanner, or UAV, is selected based on project needs and site-specific considerations, including safety and security protocols. In addition, Subsurface Utility Exploration may be necessary to obtain elevations of existing utilities to determine if there are conflicts or if any relocations or redesigns need to occur. The resulting Scope of Work details the surveying services provided, data collection methods and items to be shown on the final survey. Safety concerns and timing impacts, such as school sessions or right-of-entry requirements, are also addressed in the proposal. Deliverables include a detailed survey narrative, safety considerations and documentation of all findings to ensure compliance with TWDB and regulatory standards. It is anticipated that the City will utilize SAM, who performed surveying for the current loan projects. It is anticipated that SAM would be contracted directly with the City.

Design/Construction Plans and Specifications

B&N's experience with design and construction plans for the City of Dripping Springs and TWDB projects includes a comprehensive range of services such as preliminary final design, preparation of detailed plans and specifications and construction contract documents. B&N has a wide stable of project managers, technical experts and designers with vast experience in the projects included in this proposal. This experience is essential in ensuring compliance with City of Dripping Springs, TWDB and TCEQ requirements throughout the project lifecycle.

Quality Management/Quality Control Plan

Design oversights can be costly to the project team. The quality of our deliverables is important to B&N because they represent the culmination of our design team's efforts and are the 100+ year legacy of our firm. The purpose of our Quality Control Plan (QCP) is to specifically outline how successful design will be achieved, controlled, assured, demonstrated and managed. The QCP defines the specific checking, reviewing and other Quality Control (QC) activities to be used. To ensure that defined QC activities are being fulfilled, a Project Quality Assurance Manager is assigned to every project. These formal QA/QC policies were enforced company-wide in 2023. Our Corporate Quality Manager (CQM) oversees the B&N Quality Management Program by ensuring it is simple, scalable and adaptable to our clients' needs, while supporting the growth of our company and sufficiently detailed to be effective. The CQM performs periodic quality audits of projects and conducts training sessions for new and existing employees to maintain consistency throughout the firm.

Estimates of Probable Construction Costs

Estimates of probable construction costs for projects are developed and reviewed at multiple design phases—commonly at 30%, 60%, 90% and 100% completion—to ensure accuracy and account for material and cost escalation over time. The process typically involves:

- Utilizing TxDOT's bid item average dashboards
- Utilizing B&N's cost estimating software (RSMeans)
- Preparing estimates based on material takeoffs, unit pricing from client databases and recently bid projects
- Engaging construction staff and, when necessary, consulting contractors for specialized items to ensure realistic pricing
- Reviewing and updating cost estimates with each project milestone and whenever scope changes occur
- Comparing estimates to actual bid results from similar projects and maintaining bid tab databases for reference

This approach allows for proactive cost control, consensus on budget decisions and ensures that submitted bids are both accurate and awardable.

Regulatory Approvals

Final Engineering Design Phase Regulatory Coordination and Permitting: It is estimated that the following permits and/or clearances will be required for the projects:

- **TWDB:** Upon completion of design, bid documents and plans and specifications will be submitted to the TWDB for review.
- **TCEQ:** Upon completion of all of the project's designs, B&N will submit a transmittal letter to the TCEQ as described in 30 TAC, Chapter 217 Design Criteria for Sewerage Systems, Paragraph 217.6(d). The transmittal letter will include a brief summary of the proposed wastewater system improvements. If Project review is required by the TCEQ as per 30 TAC, Chapter 217.6(g), final engineering design report and plans and specifications will be submitted to the TCEQ for review. This submittal information will be used to obtain approval for construction for the proposed wastewater system improvements from the TCEQ.
- **City of Dripping Springs Site Development:** A City of Dripping Springs Site Development Permit Application to the existing permit for the new WRF and proposed reclaimed water storage pond is pending at the City of Dripping Springs. Site Development Permits may also be required for all portions of the proposed collection system. It is hopeful that the City of Drippings Springs will exempt itself from this Permit requirement.
- **Hays County:** A review by Hays County ESD 1 and 6 Fire Department will be required.
- **TWDB EID:** Obtain TWDB EID approval for the proposed additional irrigation areas and West Interceptor Segment 3.
- **The following proposed projects require a Hays County Floodplain Permit:**
 - Treated Effluent Distribution System
 - West Interceptor Segment 3
- **The following proposed projects require a Hays County Utility Permit:**
 - Treated Effluent Distribution System
 - West Interceptor Segment 3
 - West Interceptor Force Main and Gravity Main
- **TCEQ Contributing Zone Permit:** A TCEQ Contributing Zone Permit Application may be required for both 210 Irrigation Areas. The 210 Irrigation-City Auxiliary Site will include a reclaimed water storage pond.
- **The following proposed projects require a TxDOT Utility Permit:**
 - West Interceptor Force Main and Gravity Main
 - 210 Irrigation- Charro Ranch Park
 - 210 Irrigation- City Auxiliary Site
- **TCEQ Permit Amendment:** The City anticipates wastewater demand will continue to increase. After the Final Phase discharge permit (WQ0014488003) of the WRF is constructed, the City plans to amend their TDPES to increase capacity.

Bidding Services

It is critical to follow the protocol of both the City and TWDB during the bidding process to ensure the project can be funded through the loan. Some of these critical steps include, but are not limited to:

- City and TWDB review of the bidding documents
- Coordinate City Council approval of the bidding documents
- Coordinate with the City for advertisement of the project
- Provide City with all bid posting documents for inclusion on the City's website
- Advertise for bid a minimum of 30 days
- MBE/WBE/HUB notifications in accordance with TWDB requirements

- Arrange for review of bids by the City's scoring committee
- City and TWDB approval of the contract

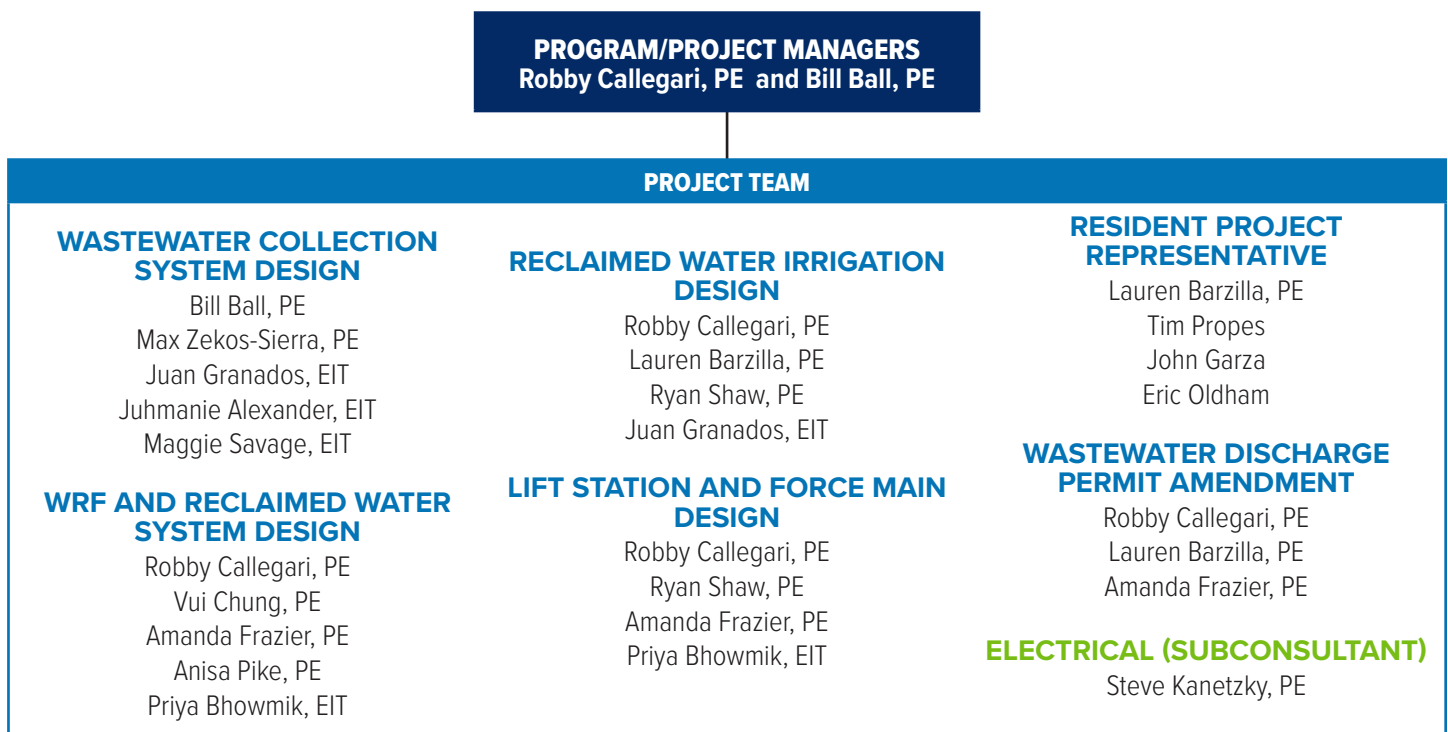
B&N has recently successfully assisted the City in the bidding and award of two TWDB projects- East Interceptor Segment 1 and West Interceptor Segment 2, along with previous City projects funded through the TWDB in the past.

Construction Phase Services

Construction phase services for the projects typically include a range of activities to ensure successful project execution and compliance with all regulatory and funding requirements. These services often involve:

- Assisting City in executing contracts with the contractor, issuing the notices to proceed, scheduling and attending pre-construction meetings and providing survey benchmarks and data for project control for contractor staking.
- Consulting and advising the City during construction; issuing instructions to contractors requested by the City and prepare and issue routine change orders with the City's approval. Prepare alternate designs or non-routine contract change orders that are necessary due to no fault of the Engineering Firm and upon the approval of the City and TWDB.
- Providing periodic or continuous project representation and engineering services during construction, such as site observations, review of shop drawings/submittals, review of contractor requests for information, approval of pay estimates and change orders, evaluation of progress schedules.
- Ensuring proper coordination between contractors and City to keep existing facilities in operation and minimize shutdowns.
- Arranging for and attending regularly scheduled progress meetings.
- Coordinating and documenting compliance with State and Federal requirements such as BABA Requirements and Davis-Bacon regulations and making these records available to TWDB and the project owner.
- Conducting substantial and final completion inspections with City and TWDB personnel, preparing record drawings and submitting certificates to regulatory agencies upon project completion.
- Providing start-up assistance and assist with City Staff training and reviewing O&M manuals for new facilities.
- Conducting warranty inspection and provide recommendations to the City, TWDB and others as required in writing whether the project meets the project performance standards. Revise the operations and maintenance manual if required.
- These comprehensive services help ensure that the City of Dripping Springs and TWDB-funded projects are constructed according to approved plans and specifications, regulatory standards and within budget and schedule.

3.2.4 ORGANIZATION CHART



3.2.5 OUTSIDE CONSULTANTS/ASSOCIATES

B&N will be partnering with SKE a Mechanical, Electrical and Plumbing (MEP) consulting engineering firm founded in 1996, located at 14425 Falcon Head Blvd, Austin, TX 78738. B&N and SKE have worked together for over 20 years. Steve Kanetzky, PE is the President of SKE. He serves as Senior Electrical Engineer and Project Manager at SKE. SKE's Steve Kanetzky has extensive experience in electrical engineering design services for various project types, including water and wastewater treatment plants, mining/aggregate plants, commercial buildings, educational facilities, telecommunication facilities, data centers, SCADA systems, and solar photovoltaic systems. He is responsible for all aspects of electrical, mechanical (HVAC), SCADA, and instrumentation and control (I&C) design as needed on projects.

3.2.6 MWBE

Although there is no specific DBE goal established, we will make good faith efforts to identify, solicit and utilize certified DBE firms for relevant portions of the work. This includes outreach through all reasonable and available means, timely follow-up with DBE firms, and documentation of all contacts and responses. Our approach is consistent with federal regulations and agency guidelines regarding DBE participation and good faith efforts, ensuring that DBEs have a full and fair opportunity to compete for and perform work on this contract.

B&N is strongly committed to diversity and affirmative action in the workplace, believing that it creates an environment of excellence. The company has a strict policy of nondiscrimination based on race, color, religion, sex, age, disability, marital status, national origin, military or veteran status, sexual orientation, genetic information, or any other protected characteristics under applicable law. This policy covers all aspects of employment, including recruitment, hiring, placement, compensation, training, promotion and discipline. The Executive Officers, supported by the Board of Directors and Shareholders, ensure that the nondiscrimination policy is understood and implemented throughout the company, with the Director of Human Resources designated as the Coordinator of Equal Employment Opportunity Programs. Furthermore, B&N takes affirmative action as required by applicable laws and Executive Orders to recruit, hire, train and promote minorities, women, veterans and individuals with disabilities and to treat all qualified individuals without discrimination based on disability or other protected status.

3.3 RESOURCE UTILIZATION PLAN

3.3.1 LABOR RESOURCES

Labor resources are managed through a coordinated system that ensures reliable staffing throughout the project. B&N assigns staff based on actual availability, often utilizing local personnel and confirming commitments in advance, which is especially important when specialized expertise or travel is required. Staff are provided, allocated, and balanced during sickness, attrition, and periods of increased workload by leveraging a large pool of professional personnel and project management systems that track resource availability and project progress. In the event of key personnel loss, established succession plans allow qualified staff to step in and maintain continuity. B&N's extensive resources across multiple offices provide the flexibility needed to accommodate new work and tight schedules, even during peak demand. Company-wide project management software ensures that responsibilities can be seamlessly assumed by others without impacting project quality, schedule, or budget. When necessary, teams are supplemented by partnering firms to ensure sufficient bench strength for emergencies or vacations, with thorough documentation maintained so any team member can quickly get up to speed.

3.3.2 EQUIPMENT RESOURCES

Office Equipment:

Our equipment resources include workstations, production computers, portable laptops for fieldwork, servers and network hardware tailored to project requirements. We also have large-format plotters, scanners, multiple printers and a dedicated print room to support production needs. Our technology stack features Virtual Desktop Infrastructure (VDI) powered by VMware, Dell, Nvidia and Unidesk, enabling staff to access CAD, GIS and modeling software from any location and device. This is integrated with Microsoft Office 365 Cloud for seamless collaboration and faster project delivery. Together, VDI and Office 365 create a unified virtual office experience, providing mobility, simplifying teamwork, and accelerating workflows.

Field Equipment:

For field operations, our staff utilize advanced survey equipment such as total stations, robotic/reflectorless total stations, GPS, RTK equipment, high-definition scanners, automatic levels and data collectors. We also have advanced mobile technologies such as iPads for presentations, project notebooks and custom applications for field data collection, further enhancing flexibility and efficiency for our teams. Additional resources include HD 3D scanning and survey technology, drones for site monitoring, sub-meter handheld GPS data collectors, water pressure monitoring tools and various vehicles and safety equipment for fieldwork.

GIS software

- ESRI ArcGIS Pro

GPS equipment and software

- TopCon FC-5000, August 2019
- Futtura F631 GNSS Network Rover System
- TopCon GRS-1 Handheld Mapping Grade GPS Unit – two per crew
- GPS Enabled RICOH 10 MegaPixel Digital Camera – two per truck
- GPS Vehicle Tracking System

Assessment Tools

Pole Camera Equipment

- Envirosight Quickview Haloptic Pole Cameras
- B&N Downhole 360 Degree Cameras

Smoke Testing Equipment

- Smoke Test Marking Flags and Paint
- Hurco Ripcord Smoker Model 18 (4,130 cfm - three per crew)
- (3) Superior 30-L (4300 cfm)
- Sand bags and Temporary Inflatable Sewer Plugs (Various sizes)
- Material Safety Data Sheets (MSDS) for Smoke Generating Materials (Smoke Candles)
- Superior Smoke Testing Candles

3.4 WORKLOAD STATUS

3.4.1 CURRENT WORKLOAD AND STAFFING

B&N is available to start work immediately on any task order. We have the depth of resources locally to respond to your project needs, assist in planning and development of tasks, and proceed thru design development. B&N focuses on our backlog needs on a weekly basis. We have regular team and section meetings to discuss manpower and project needs. Project Managers are instrumental in maintaining this backlog in real time to ensure we have the appropriate and necessary resources allocated in order to complete their tasks when needed for successful completion of all activities. This backlog schedule follows the Project Management Plan where we factor in submittal dates, client reviews, and quality control by our Internal Technical Review Team.

B&N's Austin South, Austin North and New Braunfels offices are currently running at approximately 65% capacity for work under contract. This includes the work we are currently doing for the City's existing TWDB loan projects. These offices currently have a backlog of 8 months for work under contract.

3.4.2 CAPACITY PERCENTAGE

B&N's Austin South, Austin North, and New Braunfels offices are projected to operate at approximately 75% capacity during the period covered by this RFQ, accounting for current contracts, anticipated staffing increases, the work in this RFQ and other projected work. As work under the existing TWDB loan is completed, additional capacity will be available to dedicate to the scope of this RFQ. While the majority of services will be delivered locally, B&N's team is supported by a network of more than 650 professionals across 28 offices, ensuring the resources and expertise necessary to meet any project need.

3.4.3 KEY PERSONNEL PERCENTAGE

The following is the time key personnel will devote to this project and the projects included in the City's existing TWDB loan.

Personnel	Percentage	Personnel	Percentage
Robby Callegari, PE	60%	Derek Hauff, PE	15%
Bill Ball, PE	50%	Priya Bhowmik, EIT	50%
Lauren Barzilla, PE	20%	Juhmanie Alexander, EIT	40%
Ryan Shaw, PE	50%	Juan Granados, EIT	40%
Max Zekos-Sierra, PE	50%	Tim Propes	40%
Amanda Frazier, PE	20%	John Garza	40%
Vui Chung, PE	15%	Eric Oldham	40%
Anisa Pike, PE	15%	Steve Kanetzky, PE	15%

3.4.4 B&N AND SUBCONSULTANT TASKS

The majority of our work will be performed out of the B&N Austin South, Austin North, or New Braunfels office with the exception of the following:

- WRF Design Support- B&N Columbus, Ohio Office
- Structural Design- B&N Akron, Ohio Office
- Electrical Design- SKE Austin, Texas Office (Subcontractor)

3.5 EXPERIENCE

B&N's Unique Qualifications:

- Extensive Experience: Our team has completed over a million feet of water and wastewater pipeline design, along with numerous treatment facilities, lift stations and booster stations across Texas.
- Regulatory Expertise: We have strong working relationships with regulatory agencies such as the TCEQ, TWDB, Hays County and TxDOT, ensuring streamlined permitting and compliance processes.
- Comprehensive Services: Our multidisciplinary team offers end-to-end solutions, including water distribution and transmission design, wastewater collection and treatment, permitting, stakeholder engagement and project management.
- State and Federally Funded Projects: We have successfully delivered over 150 state- and federally-funded projects, including those supported by the TWDB and USDA Rural Development programs, ensuring adherence to funding requirements.
- Local Expertise: We provide responsive support and deep familiarity with local challenges and opportunities.
- Sustainability and Innovation: Our projects incorporate life-cycle cost savings, advanced design technologies and environmentally sustainable practices, ensuring long-term value for clients and communities.
- 100% familiarity with the City's current wastewater system and proposed wastewater system that was designed and to be constructed under the TWDB Loan number 73819 and under the proposed \$51.5M loan the City is applying for.

SOUTH COLLECTOR

City of Dripping Springs | Dripping Springs, TX

This project involves the design of 6,000 linear feet of 36- to 48-inch gravity wastewater sewer main, including a critical crossing at FM 150. B&N collaborated closely with the landowner during easement acquisition negotiations to thoughtfully route the line in a way that preserved as many mature hardwood trees as possible. To minimize disruption, we engineered an auger bore in very close proximity to the existing residence and secured TxDOT permitting for the FM 150 crossing using the same method. The last segment of the line will serve the entire east City wastewater system. We held multiple workshop meetings with the City to identify future growth areas. The existing flow information and proposed development areas were used to model the system and size the South Collector.

Project Data

Contact Person's Name and Phone Number Ginger Faught - 512-858-4725 **Date of Engagement for Assignment** October 2021

Relevant Features Project Management, Wastewater Infrastructure Planning and Design, Permitting and Regulatory Approvals, Stakeholder Engagement and Coordination

EFFLUENT HOLDING POND AND REUSE PUMP STATION

City of Dripping Springs | Dripping Springs, TX

The project includes the design of a new 15,000,000-gallon reclaimed water holding pond and a new reclaimed water pump station. The pond will be a double HDPE lined earthen effluent holding pond with leak detection and a 500 GPM reclaimed water transfer pump station. It will have two skid mounted VFD controlled pumps and a single jockey pump with pump control panel, a re-chlorination system, self cleaning intake screens and a pump building of CMU construction. The pump station will transfer reclaimed water from the City's WRF site to a golf course reclaimed water holding pond in Driftwood, Texas and used for golf course irrigation to replace its existing source of potable water for irrigation. The site required stormwater detention.

Project Data

Contact Person's Name and Phone Number Ginger Faught - 512-858-4725 **Date of Engagement for Assignment** October 2021

Relevant Features Project Management, Wastewater Infrastructure Design, Permitting and Regulatory Approvals

EAST INTERCEPTOR SEGMENT 1

City of Dripping Springs | Dripping Springs, TX

The project consisted of 2,700 LF of 24 to 30-in wastewater gravity main. The project also included an auger bore crossing of US HWY 290 that was permitted through TxDOT. East Interceptor Segment 1 (EI 1) was strategically planned within the future alignment of Village Grove Parkway. When the developer was ready to begin construction, EI 1 was only 30% designed, posing a risk of future costly pavement and infrastructure rework if the project was not completed with the subdivision improvements. To avoid delays and unnecessary expenses, B&N mobilized resources to fast-track design completion, secure approvals and bid the project on an accelerated timeline. This proactive approach enabled seamless coordination with subdivision improvements and ensured efficient, concurrent construction.

Project Data

Contact Person's Name and Phone Number Ginger Faught - 512-858-4725 **Date of Engagement for Assignment** October 2021

Relevant Features Project Management, Wastewater Infrastructure Planning/Design, Permitting and Regulatory Approvals, Bid Phase Support, Construction Phase including Resident Project Representative Services, Stakeholder Engagement and Coordination

WEST INTERCEPTOR SEGMENT 2

City of Dripping Springs | Dripping Springs, TX

The City of Dripping Springs West Interceptor Segment 2 is a major wastewater infrastructure project designed to serve future development in the area. The project includes the planning and design of approximately 7,996 linear feet of 12 to 24-inch diameter wastewater gravity main. The interceptor crosses Onion Creek, an existing low water crossing structure, which required innovative design approaches such as structural modifications to ensure a cost-effective and environmentally sensitive solution. The project team worked closely with the City to size the wastewater lines appropriately, taking into account future growth areas and selected materials for durability and efficiency. The West Interceptor is a critical component of the City's overall wastewater system, supporting future development and infrastructure reliability.

Project Data

Contact Person's Name and Phone Number Ginger Faught - 512-858-4725 **Date of Engagement for Assignment** October 2021

Relevant Features Project Management, Wastewater Infrastructure Design, Permitting and Regulatory Approvals, Bid Phase Support, Construction Phase Support, Stakeholder Engagement and Coordination

WWTP**City of Kyle | Kyle, TX**

When communities experience a population boom they can be faced with utility infrastructure needs. This is the situation for the City of Kyle, Texas – one of the fastest-growing cities in the state. B&N was selected to lead a WWTP expansion project to proactively address continued population growth and meet current TCEQ regulations. The expansion increased the WWTP from 3.0 MGD ADF to 4.5 MGD ADF. To accommodate Kyle's projected population growth over the next 15 to 20 years, the expansion was designed to be adaptable and expandable. The \$28.9-million project was divided into three phases – planning, design and construction. Over the three phases, B&N's services included: preliminary and final design to include the headworks (screening, flow handling and influent lift station), secondary and tertiary treatment and solids handling; process modeling and hydraulic analysis (BioWin model); evaluation of advanced treatment technologies such as UV disinfection and Biological Nutrient Removal (BNR); mechanical and electrical engineering; design of a secondary access road; stormwater improvements. Site improvements included a flood wall, new access road and operations building complete with stormwater best management practices to be eligible for grant funds.

After working with B&N to complete the treatment plant expansion, the City considered additional improvements. These considerations prompted the City to retain B&N to provide design and construction administration services for additional dewatering facilities, including a new dewatering building, new sludge storage enclosure, equipment selection, HVAC, site work modifications and access road plans. Conscientious of its community, the City committed to complete improvements with Low Impact Development (LID) best management practices. B&N helped the City advance the implementation of LID in the City of Kyle's wastewater treatment facility to help reduce runoff nonpoint source (NPS) pollution and meet water quality standards set by the Plum Creek Watershed Protection Plan. Features installed included a rainwater harvesting system, permeable pavement, a bioswale and xeriscaping.

Project Data

Contact Person's Name and Phone Number Yvonne Gilvallejo - 737.213.2328 **Date of Engagement for Assignment** March 2020

Relevant Features Project Management, Wastewater Infrastructure Design, Permitting and Regulatory Approvals, Bid Phase Support, Construction Phase Support, Stakeholder Engagement and Coordination

EAST SIDE TRUNK SEWER**Mid-Ohio Water and Sewer District | London, Ohio**

This project consisted of approximately 20,000 LF of new sanitary piping, one new pump station and upgrading a pump station. Our team conducted field investigations and site visits to gather data for construction plans and easements. We also performed hydraulic calculations to determine optimal system alignment and conducted a surge analysis. B&N evaluated alternative solutions and prepared a comprehensive Preliminary Design Report (PDR) incorporating utility constraints and cost estimates. Additionally, B&N generated project base mapping, conducted field surveys and verified topography, property lines and utilities essential for design and easement acquisition. We evaluated geotechnical work, identified geological information and developed comprehensive reports for detailed plans. B&N facilitated easement acquisition by preparing detailed drawings and supporting documents. We prepared a Stormwater Pollution Prevention Plan (SWPPP) and submitted documents for permitting, including Ohio EPA and ODOT compliance.

Project Data

Contact Person's Name and Phone Number Steve Lelonek - 614.746.3138 **Date of Engagement for Assignment** August 2022

Relevant Features Project Management, 3,500 feet of Gravity Sewer, Bore and Jack, Multi-Stakeholder Coordination, USACE, SHPO and OEPA Permitting

TWDB CWSRF WWTP**Palo Pinto County | Mineral Wells, TX**

The project includes the construction of a new automatic screening facility at the WWTP. This project involved screening equipment selection, screening structure design, TCEQ plan submission, permit modifications and construction phase services. This included site visits, contract administration, construction observation and regulatory compliance. The Palo Pinto WWTP project includes a new Sequencing Batch Reactor (SBR) System that allows for the operator to operate treatment cycles using aeration basins, a sludge digester basin, and an emergency overflow basin to allow for redundancy in the system. Redundancy allows for maintenance to proceed without disruption to the treatment cycle. This project also includes improvements to the existing lift station, influent wastewater lines and existing chemical treatment equipment.

Project Data

Contact Person's Name and Phone Number Stephanie Dunn - 940.659.1210 **Date of Engagement for Assignment** April 2019

Relevant Features Project Management, Wastewater Infrastructure Design, Permitting and Regulatory Approvals, Stakeholder Engagement and Coordination, Bid Phase Support, Construction Phase Support

WOODCREEK WWTP EXPANSION**Aqua Texas** | Woodcreek, TX

This project includes the planning and design of a new 0.400 MGD BNR WWTP. B&N is responsible for the preparation of the preliminary design, identifying WWTP alternatives and final recommendations of for the preferred WWTP. B&N is responsible for the TCEQ submission of plans and specifications of the final design and regulatory approval of plans and specifications for construction. B&N will also oversee construction phase services during construction of the WWTP. The new WWTP will be an aboveground conventional concrete WWTP with two influent rotary screens, two aeration basins that can be operated in series or parallel, one clarifier, one RAS/WAS pump station, two chlorine contact tanks and two effluent cloth disk filters. In the future the WWTP will be expanded to 0.800 MGD with an identical treatment train. The WWTP was designed to meet 30 TAC Chapter 210 reuse parameters. SCADA and auxiliary generator with ATS will be incorporated in the electrical design. The second phase of the project will include the design of a sludge handling facility with a sludge dewatering system with a polymer chemical feed system and an operations building (with lab/office space, restroom, electrical room and blower room).

Project Data

Contact Person's Name and Phone Number Gautam Patwardhan, PhD., P.E. - 610.645.1024 **Date of Engagement for Assignment** January 2022 **Relevant Features** Project Management, Water Infrastructure Design, Wastewater Infrastructure Design, Permitting and Regulatory Approvals, Bid Phase Support, Construction Phase Support, Stakeholder Engagement and Coordination, Project Management and Communication

W/WW REPLACEMENT PROJECT**City of Dallas** | Dallas, TX

This project includes the design for 28 line segments, 10,060 linear feet (LF) of water and 52,020 LF of wastewater for a total of 62,080 LF of pipeline design ranging in size from eight inches to 66 inches in diameter. The project includes the study and analysis of current and future wastewater flows, lift station evaluation and recommendations for improvements of short term and long term capacity solutions and the design of a new lift station. A significant number of wastewater mains are located in creeks and are undersized based on the recent wastewater masterplan. These wastewater mains were built as early as 1947 and are also being replaced in some cases due to their condition. Some collapses have occurred, and solutions are being fast-tracked so the project can be bid out quickly. The wastewater mains are also being relocated to the street from creeks for better access to maintenance crews. The B&N design ensures that all cleanouts and services connected to the wastewater main in the creek are relocated to the street's new line. One undersized wastewater interceptor is located adjacent to a Baylor hospital in downtown Dallas and was recommended to be upsized. B&N has designed a new wastewater interceptor on a parallel street to provide additional capacity. This wastewater interceptor will be installed by tunneling to minimize disruption to hospital traffic during construction.

Project Data

Contact Person's Name and Phone Number Joe Felipe, PE - 214.948.4238 **Date of Engagement for Assignment** November 2016 **Relevant Features** Project Management, Preparation of a preliminary report outline the important aspects of the project, Affected communication with all key stakeholders, Pipe sizing and material specification, Evaluation of a 5 mgd lift station in south Dallas, Design of a peak flow detention basin for Lawson Road lift station, Large diameter wastewater system rerouting in a major hospital/medical district, Rerouting wastewater out of major creeks through Dallas

ALUM CREEK MIDDLE (PHASE D) SEWER REHABILITATION**City of Columbus** | Columbus, OH

B&N is conducting a thorough review and analysis of the project design, including existing pipe conditions, hydraulics, construction methods, ROW and easements and cost. Phase D consists of two distinct sections of the ACT-M, with the first beginning at MH 0059s0030 in Nelson Park, and extending north to MH 0058s0085 in the vicinity of Airport Drive and Ohio Dominican University. The second section begins at MH 0090s0186 in the vicinity of Mock Road and Sunbury Road, and extends north to MH 0180s0092 in the vicinity of Innis Road and Sunbury Road. This section approximately equates to 14,395 LF of 84- inch and 90-inch reinforced concrete pipe to be rehabilitated. B&N's work includes coordination with various stakeholders, including the Ohio EPA, Columbus & Ohio River Railroads, Ohio Dominican University, ODOT, Columbus DPU, DPS and Recreation & Parks, Franklin County Metro Parks and several private property owners. B&N is currently producing the 60% Design.

Project Data

Contact Person's Name and Phone Number Nick Domenick - 614.827.4407 **Date of Engagement for Assignment** August 2023 **Relevant Features** Project Management, Large diameter pipeline rehabilitation, Extensive bypass pumping, ODOT permitting, Coordination with Columbus Recs and Park and City Floodplain Coordinator

3.6 REFERENCES

GENERAL ENGINEERING SERVICES Dripping Springs, TX

B&N's Role and Responsibility/Project Description and Firm's

Duties: B&N has been the water and wastewater engineer for the City of Dripping Springs since 2001 and provides consulting services for the water distribution and wastewater collection systems. B&N provides engineering recommendations on operating matters, reviews development plans for expansion of the water distribution and wastewater collection systems and provides Capital Improvement Project (CIP) planning and design for the City. Some of the CIP projects B&N has designed include the East and West Interceptor wastewater collection systems, the original TLAP and Phase 2 TLAP WWTP, Phases 1 and 2 collection system, subsurface drip irrigation system, the South Collector wastewater collection system and the 15 Million Gallon Effluent Holding Pond.

Client Contact:

City of Dripping Springs | Ginger Faught - 512.858.4725

Project Engineer Contact:

B&N | Robby Callegari, PE 512.914.5887

Governmental Agency Contact:

City of Dripping Springs | Mayor Bill Foulds - 512.452.9916

GENERAL ENGINEERING SERVICES Austin, TX

B&N's Role and Responsibility/Project Description and Firm's

Duties: B&N is the District engineer for Travis County WCID No. 18 and provides consulting services for the water distribution system. B&N prepared and updates the water model, reviews development plans for expansion of the water distribution system and provides Capital Improvement Project (CIP) planning and design for the District. Some of the CIP projects B&N has designed include water storage tank replacements and rehabilitations, water main replacements and an emergency interconnect with a neighboring water supply.

Client Contact/Governmental Agency Contact:

TCWCID18 | Paul Despres, President - 512.914.9697

Project Engineer Contact:

B&N | Bill Ball - 512.695.5471

GENERAL ENGINEERING SERVICES Hays County, TX

B&N's Role and Responsibility/Project Description and Firm's

Duties: B&N is the District Engineer for Hays County WCID #1 and provides consulting services for the water distribution system, wastewater collection system, 500,000 GPD MBR WWTP, stormsewer collection system and treated effluent irrigation system. B&N reviews development plans for the expansion of utilities to be maintained by the District. Some of the projects B&N has designed include expansions of the WWTP, water quality pond, maintenance project, treated effluent main line rehabilitation and miscellaneous drainage improvements.

Client Contact/Governmental Agency Contact:

Hays County WCID #1 | Bill Dally, President - 512.496.3337

Project Engineer Contact:

B&N | Lauren Barzilla - 512.432.1000 ext. 6218

GENERAL ENGINEERING SERVICES Hays County, TX

B&N's Role and Responsibility: B&N is the District Engineer for Hays County WCID #2 and provides consulting services for the water distribution system, wastewater collection system, stormsewer collection system and treated effluent irrigation system. B&N reviews development plans for the expansion of utilities to be maintained by the District. Some of the projects B&N has designed include expansions of the existing trail system, miscellaneous drainage improvements, park improvements and sidewalk expansions. We are currently designing a 4.2m gallon water storage tank and booster pump station that is a joint project between Hays County WCID #1&2.

Client Contact/Governmental Agency Contact:

Hays County WCID #2 | Samantha Bethke, President - 512.686.1660

Project Engineer Contact:

B&N | Lauren Barzilla - 512.432.1000 ext. 6218

AQUA TEXAS, INC, WATER AND WASTEWATER ENGINEERING Central Texas

B&N's Role and Responsibility/Project Description and Firm's

Duties: B&N provides planning and design services for three WWTPs, all designed to meet 30 TAC, Chapter 210 requirements. They are Woodcreek in the Wimberley area, B&W Gathering in Granite Shoals and Sunset Oaks in Maxwell. We are also designing waterline replacements and assisting with preparing and processing a TCEQ Major TLAP Permit Amendment for its existing Woodcreek WWTP.

Client Contact:

Aqua Texas | Gautam Patwardhan, Project Engineer III - Lead Process Engineer - 610.645.1024

Project Engineer Contact:

B&N | Robby Callegari, PE 512.914.5887

Governmental Agency Contact:

N/A - Aqua Texas is an investor owned utility

3.7 CLAIMS/PERFORMANCE/INSURANCE/BONDING

3.7.1 LITIGATION

One active claim in TX in last 3 years:

Project: Hays County (TX) Municipal District No. 4 Wastewater Permitting – In 2023, a municipal utility district in Texas alleged that an engineering firm purchased by B&N in 2021 (CMA Engineering, Inc.) calculated disposal capacity incorrectly on a project in 2003 and they now need to buy more land to meet water discharge requirements. Depositions are getting started currently. B&N maintains that the standard of care was met for all engineering services performed on this project by the firm purchased by B&N to the best of our knowledge and that the plaintiff has not been damaged. Currently working to get mediation scheduled with Plaintiff.

3.7.2 TERMINATION

No B&N contracts have been terminated prior to project completion in TX over past 3 years.

3.7.3 GENERAL LIABILITY, WORKERS COMPENSATION AND PROFESSIONAL LIABILITY INSURANCE CARRIER

Insurance Agency:

Willis Towers Watson
200 N. Warner Rd., Ste 300
King of Prussia, PA 19406
610.260.4351

3.8 JOINT VENTURES/SUBCONTRACTS

B&N will be performing all engineering services with it's own work force with the exception of Electrical Engineering services to be subcontracted and provided by SKE. Other services previously mentioned in Section 3.2.3 for Easement Acquisition assistance, Geotechnical Engineering, Surveying and Environmental Engineering will be contracted directly with the City and are not included in our scope of work. Our proposal should not be classified as a joint venture. Our subcontractor will not comprise more than 25% of the assignment.

3.9 SUBMITTAL

3.9 Submittal Shall Be Signed In Accordance With The Following Format:

Submitted By: (must be principal of the Firm)



Signature

Ed Muccillo, PE

Name (typed)

December 22, 2025

Date

Principal-In-Charge

Title

BILL BALL, PE
william.ball@burgessniple.com
512.432.1000 x7557

BURGESS & NIPLE
Engineers ■ Planners

235 Ledge Stone Drive
Austin, TX 78737
512.432.1000

burgessniple.com



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

Submitted By: Ginger Faught, Deputy City Administrator

Council Meeting Date: August 18, 2026

Agenda Item Wording: Discussion and possible action to approve a Bond Counsel Professional Services Agreement between the City of Dripping Springs and McCall, Parkhurst & Horton L.L.P to obtain professional bond counsel services for possible loan, principal forgiveness, grant, and other financial assistance funding through the Texas Water Development Board (TWDB) and for legal opinions regarding evidences of indebtedness issued by the City for capital financing or refinancing with the TWDB.

Agenda Item Sponsor: Mayor Bill Foulds, Jr.

Summary/Background: On November 21, 2025, the City issued Request for Proposals and Statements of Qualifications No. 2025-18 for bond counsel services. The solicitation closed on December 15, 2025. A four-person evaluation committee reviewed the two responses received using the following selection criteria: experience of personnel (30 points); team members (25 points); references (15 points); and experience with TWDB financing programs (30 points).

At its February 3, 2026 meeting, City Council awarded RFQ No. 2025-18 to McCall, Parkhurst & Horton L.L.P. and authorized the City Administrator to negotiate an agreement with the selected respondent, subject to City Council approval.

Proposed Agreement

The proposed Professional Services Agreement engages McCall, Parkhurst & Horton L.L.P. as the City's bond counsel for services requested and authorized by the City. The Agreement covers customary bond counsel services related to the planning, authorization, approval, issuance, sale, delivery, closing, and post-closing transcript preparation for City obligations and TWDB-related funding instruments, including loans, principal-forgiveness agreements, grant agreements, and other evidences of indebtedness.

For applicable transactions, the firm will assist with the preparation or review of financing and funding documents; authorizing ordinances, resolutions, certificates, tax documents, and closing documents; coordination with the TWDB and transaction participants; required Texas Attorney General approval and Comptroller registration; preparation of the approving legal opinion; and closing transcripts or electronic closing files. The Agreement provides that McCall, Parkhurst & Horton L.L.P. will represent only the City in connection with the contracted services while maintaining its professional responsibility to render an objective bond opinion.

The Agreement identifies Richard S. Donoghue, Jr. as the lead relationship partner, with Angela Avila and Stefano J. Taverna expected to be available in the roles described in the firm's proposal. The City retains the right to authorize services, engage other professionals, and use City-specific deliverables and bond opinions for governmental, financing, audit, regulatory, disclosure, grant, recordkeeping, public-information, and legal purposes.

Fiscal Impact

Bond counsel fees for an issuance of obligations are contingent on the issuance and delivery of the applicable obligations. Except for authorized reimbursable expenses or separately authorized services, no bond counsel fee is earned or payable for a financing that does not close. Fees and reimbursable expenses are governed by the Agreement's compensation schedule and require City approval for any amount exceeding the applicable schedule, cap, or authorized task.

The Agreement also permits reimbursement only for reasonable, actual, necessary, and documented out-of-pocket expenses, subject to its stated limitations and approval requirements. Separately authorized services may be billed at a maximum rate of \$300 per hour unless the City approves a different rate in writing.

Commission Recommendations:

N/A

Recommended Council Actions:

Approval

Attachments:

Draft Bond Counsel Professional Services Agreement

McCall, Parkhurst & Horton L.L.P. Statement of Qualifications

BOND COUNSEL PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (Agreement) is made and entered into effective as of August 18, 2026 (Effective Date) by and between the City of Dripping Springs, a Texas general law municipality (City), and McCall, Parkhurst & Horton L.L.P., a Texas limited liability partnership (Consultant or Bond Counsel). City and Consultant may be referred to individually as a Party and collectively as the Parties.

Recitals

- A. **Procurement and Purpose.** The City issued Request for Proposals and Statements of Qualifications #2025-18: Bond Counsel to obtain professional bond counsel services for possible loan, principal forgiveness, grant, and other financial assistance funding through the Texas Water Development Board (TWDB) and for legal opinions regarding evidences of indebtedness issued by the City for capital financing or refinancing with the TWDB (RFP).
- B. **Selection.** The City selected Consultant based on demonstrated competence and qualifications, and the Parties intend this Agreement to be a professional services agreement governed by applicable Texas law, including Texas Government Code Chapter 2254, to the extent applicable.
- C. **City-Friendly Construction.** This Agreement is intended to preserve the City's governmental discretion, protect public funds, subordinate the Consultant's proposal to the City's contract terms, and provide the City broad rights to use work product and legal opinions for City purposes, while recognizing that Bond Counsel's approving legal opinion is professional legal work product delivered in connection with a closing.
- D. **Attachments.** The following attachments are incorporated into this Agreement only to the extent expressly stated herein and only to the extent they do not conflict with this Agreement:
 - (a) Attachment "A" - Scope of Services and Deliverables;
 - (b) Attachment "B" - Compensation Schedule;
 - (c) Attachment "C" - Consultant's Proposal / Statement of Qualifications;
 - (d) Attachment "D" - Insurance Requirements; and
 - (e) Attachment "E" – Engagement Letter

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

1. Engagement and Relationship of Parties.

- (a) **Engagement.** The City engages Consultant to provide bond counsel services and related professional legal services described in this Agreement, as requested and authorized by the City.
- (b) **Independent Contractor.** Consultant 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 Consultant or its personnel.
- (c) **No Exclusive Engagement.** This Agreement is not exclusive. The City may engage other attorneys, law firms, financial advisors, disclosure counsel, underwriters' counsel, special tax counsel, consultants, or other professionals at any time and for any purpose.
- (d) **Attorney-Client Relationship.** Upon execution of this Agreement, an attorney-client relationship shall exist between the City and Bond Counsel. Bond Counsel shall represent only the City in connection with the services described in this Agreement and shall not act as counsel to any other party or as an intermediary among the parties to any transaction. The services of Bond Counsel are limited to those contracted for in this Agreement, and the City's execution of this Agreement constitutes acknowledgment of those limitations. Nothing in this Agreement shall affect Bond Counsel's responsibility to render an objective Bond Opinion.
- (e) **Objective Bond Opinion.** The Parties acknowledge that Consultant's representation of the City does not limit Consultant's professional responsibility, as bond counsel, to render an objective approving legal opinion when required conditions for delivery of that opinion have been satisfied.

2. Scope of Services.

- (a) **General Scope.** Consultant shall provide all usual, necessary, and customary bond counsel services required for the planning, authorization, approval, issuance, sale, delivery, closing, and post-closing transcript preparation of City bonds, certificates of obligation, notes, obligations, loan agreements, principal forgiveness agreements, grant agreements, and other evidences of indebtedness or financial assistance instruments authorized by the City as it relates to the City's request for financial assistance funding through the TWDB and for legal opinions regarding evidences of indebtedness issued by the City for capital financing or refinancing with the TWDB (collectively, Obligations).
- (b) **TWDB and Funding Program Services.** For any financing, loan, principal forgiveness, grant, or similar funding involving the TWDB or any comparable state or federal funding program, Consultant shall, as applicable and as requested by the City:

- (i) assist the City and its advisors in obtaining loan, principal forgiveness, grant, and other financial assistance funding;
 - (ii) prepare or review legal documents required in connection with the Obligations and related funding;
 - (iii) prepare ordinances, resolutions, orders, certificates, closing certificates, tax certificates, escrow documents, and other instruments necessary to authorize, secure, sell, deliver, and administer the Obligations or funding agreements;
 - (iv) review grant agreements, principal forgiveness agreements, loan agreements, escrow agreements, and related TWDB documents and provide comments necessary or appropriate to protect the City;
 - (v) coordinate with the City, TWDB, the City's financial advisor, engineers, City Attorney, auditors, paying agent/registrar, escrow agent, purchaser, and other transaction participants;
 - (vi) secure approval of the Obligations by the Texas Attorney General and registration by the Comptroller of Public Accounts of the State of Texas, when required;
 - (vii) review certified proceedings and undertake additional duties necessary to render the approving legal opinion with respect to each issue of Obligations; and
 - (viii) prepare and deliver a transcript or electronic closing file of proceedings for each completed financing.
- (c) **Bond Opinion.** Subject to completion of proceedings to Consultant's reasonable professional satisfaction, Consultant shall render its nationally accepted legal opinion covering the validity of the Obligations under Texas law and, when applicable, the exclusion of interest on the Obligations from gross income for federal income tax purposes. The City shall be entitled to rely on the Bond Opinion.
- (d) **Meetings.** Consultant shall attend City Council meetings, staff meetings, agenda briefings, TWDB meetings, closing calls, and other meetings reasonably requested by the City in connection with the Services. Unless approved in advance by the City, meetings shall be attended remotely when remote attendance is reasonably sufficient and cost-effective.

- (e) **Disclosure and Continuing Disclosure.** Unless separately engaged as disclosure counsel, Consultant shall not be responsible for preparing an official statement or other offering document or for independently verifying financial or operating data. However, in its capacity as Bond Counsel, Consultant shall review descriptions of legal documents and legal matters in offering documents for conformity with the documents described and shall draft the City's continuing disclosure undertaking when required. Post-closing continuing disclosure assistance shall be provided only if separately authorized in writing by the City.
- (f) **Excluded Services.** Unless separately engaged in writing, Bond Counsel's services do not include: (a) preparing requests for tax rulings from the Internal Revenue Service or no-action letters from the Securities and Exchange Commission; (b) preparing state securities law memoranda or investment surveys; (c) drafting state constitutional or legislative amendments; (d) pursuing test cases or other litigation; (e) making an investigation or expressing any view as to the creditworthiness of the City or the bonds; (f) except as described in the continuing disclosure section, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the bonds or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking; (g) representing the City in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations; (h) negotiating the terms of, or opining as to, any investment contract; or (i) addressing any other matter not specifically set forth above that is not required to render the Bond Opinion.
- (g) **City Control.** Consultant shall perform Services only as authorized by the City Administrator, the City Attorney, the City Council, or another person designated in writing by the City. Consultant shall not commit the City to any transaction, legal position, expenditure, schedule, concession, or document without appropriate City authorization.

3. **Standard of Care; Personnel; Performance Requirements.**

- (a) **Standard of Care.** Consultant shall perform the Services in a timely, courteous, professional, and workmanlike manner consistent with the standard of care, skill, diligence, and judgment ordinarily exercised by experienced Texas public finance bond counsel providing similar services to Texas municipalities and TWDB borrowers.
- (b) **Representations.** Consultant represents and warrants that it has the professional skill, experience, staffing, licenses, professional liability insurance, and resources necessary to perform the Services. Consultant further represents that all attorneys providing legal services under this Agreement shall be duly licensed and in good standing in each jurisdiction necessary for the services they perform.

- (c) **Key Personnel.** The City is relying on the qualifications and experience of Consultant's proposed team. Richard S. Donoghue, Jr. shall serve as lead relationship partner unless the City approves a replacement in writing. Angela Avila and Stefano J. Taverna are expected to be available for the roles described in Consultant's proposal. Consultant shall not materially reduce the availability of key personnel or substitute lead personnel without prior notice to and approval by the City, which approval may not be unreasonably withheld if the replacement has comparable qualifications.
- (d) **Responsiveness.** Consultant shall keep the City reasonably informed of progress, deadlines, required actions, legal issues, and risks. Consultant shall respond promptly to reasonable communications from the City, the City Attorney, and authorized transaction participants.
- (e) **No Unauthorized Practice or Delegation.** Consultant shall supervise all attorneys, paralegals, and staff performing Services. Consultant may not subcontract legal services or delegate material responsibilities to another firm without the City's prior written consent.
- (f) **Good Faith and Professional Conduct.** Consultant shall conduct business in good faith and with professionalism and courtesy in dealings with City officials, staff, residents, customers, and transaction participants. Consultant shall promptly report to the City Administrator and City Attorney any material dispute, conflict, or impediment encountered in performing the Services.

4. **Compensation; Contingency; Invoices.**

- (a) **Compensation Schedule.** The City shall compensate Consultant only as provided in Attachment "B" - Compensation Schedule, unless the City approves a written amendment or written task authorization signed by an authorized City representative.
- (b) **Bond Counsel Fee Contingent on Closing.** The Bond Counsel fee for an issue of Obligations is contingent upon the issuance and delivery of the applicable Obligations. Except for reimbursable expenses expressly approved under this Agreement or separate services expressly authorized in writing by the City, no Bond Counsel fee is earned or payable for an issue that does not close.
- (c) **No Less City-Friendly Term.** Any term in Consultant's proposal, engagement letter, invoice, email, or other document that would require the City to pay a Bond Counsel fee, partial fee, break-up fee, hourly fee, termination fee, or accrued fee for a financing that does not close is rejected and is of no force or effect unless separately approved by the City Council in a written amendment expressly referencing this Section.

- (d) **Fee Cap and Prior Approval.** The fees and reimbursable expenses stated in Attachment “B” are maximum amounts. Charges exceeding the applicable schedule, cap, or approved task authorization shall not be paid unless approved in advance in writing by the City.
- (e) **Reimbursable Expenses.** The City shall reimburse Bond Counsel for all normal, actual out-of-pocket expenses incurred, including travel (with mileage reimbursed at the then-current rate established by the Internal Revenue Service), Attorney General filing fees, communications, reproduction, and delivery service, in connection with the services performed. Travel to the City from Bond Counsel’s Austin office is not anticipated to be billed; however, in the event other travel is necessary, it shall not be undertaken without prior approval by the City. Copying charges shall not exceed \$0.20 per page. Large copying orders may be subcontracted, in which case the actual charges will be billed.
- (f) **Invoices.** Consultant shall submit invoices in sufficient detail for the City to verify the Services performed, the transaction or matter involved, the applicable fee category, and reimbursable expenses. Invoices shall include supporting documentation for reimbursable expenses.
- (g) **Payment Timing.** Subject to the Texas Prompt Payment Act, applicable law, and the City’s right to dispute invoices, the City shall pay undisputed amounts within thirty (30) days after receipt of a complete, accurate, and approved invoice. For closing-contingent Bond Counsel fees, invoices may be submitted at or after Closing.
- (h) **Invoice Rejection and Correction.** The City may reject any invoice that is incomplete, inaccurate, unsupported, unauthorized, inconsistent with this Agreement, or otherwise disputed in good faith. The City shall provide notice of the reason for rejection, and Consultant shall correct and resubmit the invoice. The payment period for rejected amounts shall begin upon the City’s receipt of the corrected invoice.
- (i) **No Individual Liability.** No elected official, officer, employee, volunteer, or representative of the City shall have personal liability for amounts owed under this Agreement.
- (j) **Appropriation and Funding.** This Agreement is subject to the City’s budgeting, appropriation, and funding requirements and is contingent upon the release and availability of funds to the extent required by the RFP, TWDB, or other applicable funding source. The City does not waive any constitutional, statutory, charter, budgetary, or appropriation limitation.

5. City Ownership and Use of Deliverables; Consultant Materials.

- (a) **City Deliverables.** All ordinances, resolutions, orders, certificates, closing documents, transcripts, schedules, memoranda, comments, correspondence, checklists, and other deliverables prepared specifically for the City under this Agreement (Deliverables) shall be provided to the City in usable electronic form upon request, subject to applicable attorney-client privilege, confidentiality obligations, professional responsibility rules, and third-party rights.
- (b) **City Right to Use and Rely.** The City has a perpetual, irrevocable, royalty-free right to use, copy, retain, archive, reproduce, distribute, disclose, and rely on the Deliverables and Bond Opinions for the City's governmental, financing, audit, regulatory, disclosure, grant, recordkeeping, public information, and legal purposes. This right includes the right to provide Bond Opinions and other Deliverables to the TWDB, Texas Attorney General, Comptroller, auditors, rating agencies, financial advisors, paying agents, escrow agents, underwriters, purchasers, trustees, repositories, regulators, and other persons with a legitimate role in the applicable transaction or City governmental purpose.
- (c) **Consultant Pre-Existing Materials.** Consultant retains ownership of its pre-existing templates, forms, know-how, research, internal legal analysis, internal databases, non-City-specific drafting conventions, and other intellectual property developed independently of this Agreement (Consultant Materials). To the extent any Consultant Materials are incorporated into Deliverables, Consultant grants the City the license and use rights described in Section 5(b).
- (d) **No Restriction on Public Duties.** Consultant shall not assert copyright, work-product ownership, confidentiality, or other proprietary claims to prevent the City from complying with applicable law, maintaining public records, completing or administering a financing, making required disclosures, responding to auditors or regulators, or using the Deliverables for City purposes.
- (e) **File Transfer on Request or Termination.** Upon the City's request and subject to applicable law and professional responsibility rules, Consultant shall promptly provide the City or successor counsel copies of the City's client file, including executed and draft transaction documents reasonably necessary for continued representation, completion of a financing, audit response, regulatory review, or public record purpose.

6. Records; Public Information; Confidentiality.

- (a) **Records.** Consultant shall maintain complete and accurate records of Services performed, invoices, expenses, communications, drafts, final Deliverables, and transaction documents in accordance with prudent law firm practices, applicable professional responsibility rules, and any recordkeeping requirements applicable to the City or the funding source.

- (b) **Public Information.** Consultant acknowledges that records relating to this Agreement may be subject to the Texas Public Information Act, including Texas Government Code Chapter 552, and to the public contracting information requirements applicable to certain governmental contracts. Consultant shall cooperate with the City in responding to public information requests, subpoenas, audits, or regulatory requests relating to this Agreement.
- (c) **Attorney-Client Privilege.** Nothing in this Agreement requires the City or Consultant to waive the attorney-client privilege, attorney work-product doctrine, or any other applicable privilege or protection. Consultant shall promptly notify the City Attorney of any request, subpoena, demand, or legal process seeking privileged or confidential City information.
- (d) **Confidential Information.** Consultant shall protect confidential, privileged, security-sensitive, personal, financial, and non-public information obtained through the representation and shall use such information only for purposes of performing the Services or as otherwise authorized by the City or required by law.
- (e) **City Public Information Decisions.** The City, through the City Attorney or other authorized official, retains authority to determine how the City will respond to public information requests. Consultant shall not independently release City records or privileged information unless authorized by the City or required by law after notice to the City.
- (f) **Responsible Use of Artificial Intelligence.** The City encourages responsible and secure use of artificial intelligence, machine learning, generative artificial intelligence, large language models, automated drafting, automated research, or similar technologies or tools (AI Tools) where such use improves efficiency, quality, or responsiveness in the performance of the Services. Any use of AI Tools by Consultant or its personnel in connection with the Services is subject to the following requirements:
 - (i) **Professional Review and Verification.** All work product, research, analysis, citations, summaries, drafts, calculations, and other outputs generated, assisted, or informed by AI Tools shall be reviewed, validated, and verified by attorneys or other qualified professionals with appropriate expertise before delivery to or reliance by the City.
 - (ii) **Protection of City Data.** Consultant shall not input, upload, transmit, disclose, or otherwise provide confidential, privileged, security-sensitive, personal, financial, non-public, or sensitive City information, documents, data, or records to any shared, public, third-party, externally hosted, or externally trained AI Tool, server, model, platform, or service without the City's express prior written consent. Any approved use shall comply with all confidentiality, privilege, cybersecurity, data protection, public information, and professional responsibility obligations applicable to the Services.

- (iii) **No Training Without Consent.** Consultant shall not permit City information, documents, data, records, or Deliverables to be used to train, improve, fine-tune, or otherwise develop any AI Tool or model that is available to any person other than Consultant for the City's representation, unless the City gives express prior written consent.
- (iv) **Consultant Responsibility.** Consultant remains fully responsible for the accuracy, completeness, quality, originality, legal sufficiency, ethical compliance, confidentiality, privilege protection, and contractual compliance of all Services and Deliverables, regardless of whether AI Tools are used.
- (v) **Disclosure Upon Request.** Upon the City's request, Consultant shall disclose in reasonable detail the nature and extent of AI Tool use in performing the Services, including the general type of AI Tool used, the categories of tasks for which it was used, and the safeguards used to protect City information, while preserving applicable attorney-client privilege, attorney work product, and legal ethics obligations.
- (vi) **No Replacement of Professional Judgment.** AI Tools shall not be used as a substitute for the independent legal judgment, professional responsibility, supervision, or final review of attorneys and other qualified professionals performing the Services.
- (vii) **Incident Notice.** Consultant shall promptly notify the City Attorney if Consultant becomes aware of any unauthorized disclosure, exposure, compromise, or misuse of City information through or relating to an AI Tool.

7. Conflicts of Interest and Ethical Compliance.

- (a) **No Conflicts.** Consultant represents that, as of the Effective Date and based on its conflicts review, it has no conflict of interest that would materially impair its representation of the City in the Services. Consultant shall comply with all applicable professional responsibility rules governing conflicts of interest.
- (b) **Ongoing Duty to Disclose.** Consultant shall promptly disclose in writing to the City Administrator and City Attorney any actual, potential, or apparent conflict of interest involving the City, the Obligations, the TWDB funding, or a transaction participant that arises during the term of this Agreement.
- (c) **No Advance Blanket Waiver.** The City does not provide a blanket advance waiver for Consultant to represent other parties in matters adverse to the City. Any conflict waiver must be in writing, must identify the relevant facts and risks, and must be approved by the City in accordance with applicable law and professional responsibility rules.

- (d) **Other Public Finance Clients.** Bond Counsel represents many political subdivisions and investment banking firms, among others, who do business with political subdivisions. During the term of this Agreement, one or more of Bond Counsel's present or future clients may have transactions with the City. Bond Counsel may also be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of bonds. Such representation shall not adversely affect Bond Counsel's ability to represent the City as it relates to the City's request for financial assistance funding through the TWDB and the rendering of legal opinions regarding evidences of indebtedness issued by the City for capital financing or refinancing with the TWDB either because such matters will be sufficiently different from the issuance of the bonds so as to make such representations not adverse to Bond Counsel's representation of the City, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the bonds. Execution of this Agreement shall constitute the City's consent to Bond Counsel's representation of others consistent with the circumstances described in this paragraph.
- (e) **Mandatory Conflict Forms.** Consultant shall timely submit and update all conflict and disclosure forms required by the City, the Texas Ethics Commission, Texas Local Government Code Chapter 176, Texas Government Code Section 2252.908, and any other applicable law, including Conflict of Interest Questionnaire forms and Certificate of Interested Parties Form 1295, as applicable.

8. Legal Compliance; Funding Requirements.

- (a) **General Compliance.** Consultant shall comply with all federal, state, and local laws, regulations, ordinances, rules, funding requirements, and professional responsibility obligations applicable to the Services.
- (b) **TWDB, EPA, and DBE Requirements.** To the extent applicable to the Services or to the funding source, Consultant shall comply with TWDB requirements, EPA requirements, and the Disadvantaged Business Enterprise (DBE) Program requirements referenced in the RFP, including good faith efforts and the six affirmative steps for procurement opportunities when applicable.
- (c) **Equal Opportunity.** Consultant shall comply with applicable equal employment opportunity requirements, including Executive Order 11246, as amended, and applicable Department of Labor regulations, to the extent applicable to this Agreement.
- (d) **Texas Government Contract Verifications.** To the extent applicable to this Agreement and only to the extent consistent with federal law, Consultant verifies and represents that:
 - (i) (a) it does not boycott Israel and will not boycott Israel during the term of this Agreement, as contemplated by Texas Government Code Chapter 2271;

- (ii) (b) it is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Texas Government Code Chapter 2252 relating to companies with business operations in Sudan, companies with business operations in Iran, or foreign terrorist organizations;
- (iii) (c) if applicable, it does not have a policy or practice of discriminating against a firearm entity or firearm trade association; and
- (iv) (d) if applicable, it does not boycott energy companies.
- (e) **No Gifts or Gratuities.** Consultant shall not offer or provide any gift, favor, benefit, gratuity, or thing of value to a City officer, employee, or agent in violation of law or City policy.
- (f) **Licensing and No Debarment.** Consultant represents that neither the firm nor any attorney assigned to the City's account is suspended, debarred, or otherwise prohibited from professional practice by any federal, state, or local agency, court, or licensing authority. Consultant further represents that there are no legal or administrative proceedings in which the firm, or any of its attorneys, have been involved as defendants relative to investigations into or violations of any regulatory agency rules including, but not limited to, the Securities and Exchange Commission, the New York Stock Exchange, the Financial Industry Regulatory Authority, the Municipal Securities Regulatory Board, and the Texas Bond Review Board.

9. Insurance and Risk Allocation.

- (a) **Insurance.** Consultant shall maintain insurance coverage during the term of this Agreement in the types and amounts stated in Attachment "D" - Insurance Requirements, including professional liability insurance with limits not less than \$10,000,000 per claim and in the aggregate, unless the City approves different limits in writing.
- (b) **Certificates.** Consultant shall provide certificates of insurance upon execution of this Agreement and upon renewal or replacement of any required policy. Insurance companies providing required coverage shall be 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.
- (c) **Indemnification.** To the fullest extent permitted by law and without waiving any immunity or defense available to the City, Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against claims, damages, losses, liabilities, fines, penalties, costs, and expenses, including reasonable attorney's fees, to the extent arising out of or resulting from Consultant's negligent acts or omissions, willful misconduct, fraud, violation of law, infringement of third-party rights, or breach of this Agreement. This indemnity does not apply to the extent a claim is caused by the City's gross negligence or willful misconduct.

- (d) **No City Indemnity.** The City does not indemnify Consultant or any other person. Any provision in an attachment, proposal, invoice, or other document requiring the City to indemnify, defend, or hold harmless Consultant is void and unenforceable.
- (e) **No Waiver of Immunity.** Nothing in this Agreement waives or limits any governmental immunity, sovereign immunity, official immunity, statutory cap, limitation of liability, defense, or other protection available to the City or its officers, officials, employees, agents, or volunteers under Texas law.

10. Term; Termination; Suspension.

- (a) **Term.** This Agreement begins on the Effective Date and continues until the earlier of completion of the Services and payment of undisputed amounts due, expiration of any stated term approved by the City, or termination under this Agreement.
- (b) **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 Consultant. Consultant may terminate this Agreement only as permitted by applicable professional responsibility rules and upon at least thirty (30) days' written notice, unless a shorter period is required by law or ethical obligation.
- (c) **Termination for Cause.** The City may terminate this Agreement immediately upon written notice if Consultant materially breaches this Agreement, has an unwaived conflict of interest, loses required licensure or insurance, fails to perform in a timely or professional manner, violates applicable law, or makes a material misrepresentation.
- (d) **Compensation Upon Termination.** If this Agreement is terminated, Consultant shall be paid only undisputed amounts earned and payable under this Agreement as of the termination date. For any issue of Obligations that has not closed, no Bond Counsel fee shall be due unless the City Council has approved a separate written amendment expressly authorizing a non-contingent fee for that matter. Approved reimbursable expenses actually incurred before termination may be paid if properly documented and otherwise payable under this Agreement. If the City terminates this Agreement prior to the closing of a bond issue, Bond Counsel shall be entitled to payment of all fees and expenses accrued to the date of such termination from the proceeds of future bond issues, if and when such bonds are issued.
- (e) **Transition Assistance.** Upon termination or suspension, Consultant shall reasonably cooperate with the City and successor counsel to avoid prejudice to the City, including by promptly providing the City's file as described in Section 5(e) and identifying pending deadlines, required approvals, and unresolved legal issues.
- (f) **Suspension.** The City may suspend any or all Services by providing written notice. During suspension, Consultant shall stop work as directed and shall not incur additional costs unless authorized by the City.

11. Assignment; Notices; Order of Precedence.

- (a) **Assignment.** Consultant may not assign, transfer, delegate, or subcontract this Agreement or any obligation under it without the City's prior written consent. Any attempted assignment without consent is void.
- (b) **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be 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 Consultant:

McCall, Parkhurst & Horton L.L.P.
 Attn: Richard S. Donoghue, Jr.
 600 Congress Avenue, Suite 2150
 Austin, TX 78701
 rdonoghue@mphlegal.com

- (c) **Change of Address.** Either Party may change its notice address by giving written notice to the other Party. Notice is deemed received upon delivery if delivered by hand or email, one (1) business day after deposit with an overnight courier, or three (3) days after deposit in the United States mail, postage prepaid.
- (d) **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:
 - (i) this Agreement, excluding attachments;
 - (ii) Attachment "B" - Compensation Schedule;
 - (iii) Attachment "A" - Scope of Services and Deliverables;
 - (iv) Attachment "D" - Insurance Requirements;
 - (v) the RFQ and addenda, to the extent incorporated for funding or procurement requirements;
 - (vi) Attachment "E" – Engagement Letter
 - (vii) Attachment "C" - Consultant's Proposal/Statement of Qualifications.
- (e) **Proposal Subordinate.** Consultant's proposal is included for background, qualifications, staffing, and scope detail only. Any limitation of liability, payment term, conflict waiver, City indemnity, non-contingent fee, termination payment, venue provision, governing law provision, arbitration provision, confidentiality restriction, or other term in Consultant's proposal that conflicts with or is less favorable to the City than this Agreement is rejected and superseded.

12. Governing Law; Venue; Dispute Resolution.

- (a) **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.
- (b) **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.
- (c) **No Arbitration.** 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.
- (d) **Cumulative Remedies.** The City's rights and remedies under this Agreement are cumulative and are in addition to rights and remedies available at law or in equity.
- (e) **Survival.** Provisions that by their nature should survive termination or expiration survive, including provisions concerning payment limitations, records, confidentiality, public information, ownership and use rights, indemnity, insurance, conflicts, governing law, venue, no waiver of immunity, and order of precedence.

13. General Provisions.

- (a) **Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the Services and supersedes all prior or contemporaneous agreements, proposals, negotiations, representations, and understandings, whether oral or written, relating to the Services.
- (b) **Amendment.** This Agreement may be modified only by a written amendment signed by both Parties and approved by the City in the manner required by law and City policy.
- (c) **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 effect.
- (d) **Waiver.** The failure of either Party to enforce any provision of this Agreement is not a waiver of the right to enforce that provision or any other provision later.
- (e) **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.
- (f) **Authority.** Each person signing this Agreement represents that the person has authority to sign on behalf of the Party identified below.

- (g) **No Third-Party Beneficiaries.** Except for the City indemnitees expressly protected under this Agreement, this Agreement is for the sole benefit of the Parties and does not create rights in any third party.
- (h) **Sales Tax Exemption.** The City is exempt from payment of sales, use, rental, and certain excise taxes under Texas law. Consultant shall not include such taxes in invoices to the City and shall cooperate with the City in documenting the City's tax-exempt status.
- (i) **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, including acts of God, war, terrorism, pandemic, natural disaster, or governmental action prohibiting performance, provided the affected Party promptly notifies the other Party and uses diligent efforts to resume performance. Force majeure does not entitle Consultant to increased compensation or payment of a non-contingent Bond Counsel fee.
- (j) **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 Consultant's indemnification obligations, confidentiality obligations, professional responsibility obligations, or liability for willful misconduct, fraud, or knowing violation of law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF DRIPPING SPRINGS

**MCCALL, PARKHURST & HORTON
L.L.P.**

ATTACHMENT “A” SCOPE OF SERVICES AND DELIVERABLES

1. **Bond Counsel Services for Obligations.** For each series of Obligations authorized by the City, Consultant shall provide the following services, as applicable:
 - (a) consult with the City, the City Attorney, financial advisor, engineers, auditors, and other advisors in planning the financing, including consultations concerning federal tax matters;
 - (b) examine applicable constitutional, statutory, regulatory, charter, ordinance, election, and contractual authority;
 - (c) prepare all ordinances, resolutions, orders, contracts, paying agent/registrar agreements, escrow agreements, tax certificates, closing certificates, officer certificates, notices, and other legal instruments pursuant to which the Obligations will be authorized, secured, sold, delivered, and administered;
 - (d) prepare election proceedings if necessary and if authorized by the City, subject to a separate fee schedule provided by Consultant and approved by the City;
 - (e) draft the City’s continuing disclosure undertaking when required;
 - (f) attend meetings and calls reasonably requested by the City;
 - (g) prepare documents necessary to obtain Texas Attorney General approval and Comptroller registration when required;
 - (h) supervise execution and delivery of the Obligations to the initial purchaser;
 - (i) render the Bond Opinion at Closing, subject to completion of proceedings to Consultant’s reasonable professional satisfaction; and
 - (j) prepare and deliver a transcript or closing file of proceedings.
2. **TWDB and Principal Forgiveness Services.** For TWDB financings, principal forgiveness, grants, or similar funding, Consultant shall also, as applicable:
 - (a) assist in preparing and reviewing legal documents in connection with loan, grant, and principal forgiveness funding;
 - (b) prepare authorizing ordinances or resolutions and documents necessary to authorize TWDB financial assistance;
 - (c) review TWDB commitment, loan, grant, principal forgiveness, and escrow documents and provide comments as necessary or appropriate;
 - (d) assist with engagement and documentation for any required escrow agent;

- (e) coordinate execution and delivery of TWDB documents; and
- (f) undertake additional duties reasonably necessary to render the opinion required for the TWDB financing or funding.

3. **Deliverables.** Deliverables include draft and final authorizing ordinances or resolutions, financing agreements, closing certificates, tax certificates, escrow documents, Attorney General submission materials, Bond Opinions, closing transcripts, and other legal documents prepared for the City under this Agreement.

ATTACHMENT “B” COMPENSATION SCHEDULE

1. **Closing-Contingent Bond Counsel Fees.** The Bond Counsel fee for legal services for the issuance of each series of Obligations is contingent upon issuance and delivery of that series. If the applicable series does not close, the City owes no Bond Counsel fee for that series, except for separately authorized services or reimbursable expenses expressly payable under this Attachment.
2. **Standard General Obligation Bonds, Certificates of Obligation, Notes, and Similar Obligations.** For each series of general obligation bonds, certificates of obligation, tax notes, or similar obligations issued by the City pursuant to the scope of services described under subparagraph (a) of Section 2 of this Agreement, the Bond Counsel fee shall be calculated as set out in Attachment “E”.
3. **Hourly Services Only if Separately Authorized.** The following services may be billed hourly only if separately authorized in writing by the City before the services are performed: litigation support or consultation regarding litigation affecting Obligations;
 - (ii) post-closing continuing disclosure assistance beyond drafting the initial undertaking;
 - (iii) IRS audit, voluntary closing agreement, or SEC investigation assistance;
 - (iv) legal opinions other than the Bond Opinion; and
 - (v) services not required to render the Bond Opinion.

(b) Unless a different rate is approved in writing by the City, the maximum hourly rate for separately authorized services is \$300 per hour.
4. **Expenses.** The City shall reimburse reasonable, actual, necessary, and documented out-of-pocket expenses, including Attorney General filing fees, Comptroller registration costs, transcript reproduction, delivery service, and approved travel. Mileage, if approved, shall be reimbursed at no more than the then-current IRS standard mileage rate. In-house copying charges shall not exceed \$0.20 per page. Expenses may be billed at or after Closing, and post-closing transcript expenses may be billed after Closing if properly documented.
5. **No Fees for Withdrawn or Unissued Debt.** If the City elects not to proceed with a financing, postpones a financing, changes the financing plan, rejects bids, does not receive funding, fails to obtain voter approval, or otherwise does not issue the applicable Obligations, Consultant is not entitled to a Bond Counsel fee for that matter.

ATTACHMENT “C”

CONSULTANT’S PROPOSAL/STATEMENT OF QUALIFICATIONS

1. **Incorporation for Limited Purposes.** Consultant’s response to RFP and SOQ #2025-18: Bond Counsel Services, including qualifications, proposed team, experience, references, proposed contract terms, additional data, insurance information, and no-litigation statements, is incorporated by reference solely for the following limited purposes:
 - (a) identifying Consultant’s qualifications, experience, and proposed personnel;
 - (b) supplementing the scope of Services to the extent consistent with this Agreement;
 - (c) confirming representations regarding licensing, professional liability insurance, financial condition, and absence of litigation or regulatory proceedings; and
 - (d) documenting procurement history and the basis for selection.
2. **Subordination.** The proposal is subordinate to this Agreement. No term in the proposal modifies the Agreement unless expressly stated in a written amendment signed by both Parties and approved by the City.
3. **Excluded Proposal Terms.** Without limiting the foregoing, any proposal term that would reduce the City’s rights, expand the City’s payment obligations, limit Consultant’s obligations, create a blanket conflict waiver, require City indemnity, require arbitration, change venue, change governing law, impose confidentiality beyond applicable law and privilege, or make fees payable without Closing is superseded and of no effect.

ATTACHMENT “D” INSURANCE REQUIREMENTS

1. **Required Coverage.** During the term of this Agreement and any renewal or extension, Consultant shall maintain the following insurance coverage:
 - (a) **Workers’ Compensation:** statutory workers’ compensation insurance as required by Texas law, if Consultant has employees;
 - (b) **Professional Liability/Legal Malpractice:** minimum limits of \$10,000,000 per claim and in the aggregate.
2. **Policy Requirements.** All required insurance shall:
 - (a) 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;
 - (b) provide at least ten (10) days’ prior written notice to the City for cancellation, non-renewal, or material change, to the extent available from the insurer.
3. **Certificates.** Consultant shall provide certificates of insurance evidencing required coverage upon execution of this Agreement, upon renewal, and upon request by the City.
4. **No Limitation.** Insurance requirements do not limit Consultant’s liability or indemnity obligations under this Agreement.

**ATTACHMENT “E”
ENGAGEMENT LETTER**



Response to RFP

Statement of Qualifications for Bond Counsel Services to the City of Dripping Springs, Texas

600 Congress Avenue
Suite 2150
Austin, Texas 78701
T 512.478.3805
F 512.472.0871

717 North Harwood
Suite 900
Dallas, Texas 75201
T 214.754.9200
F 214.754.9250

8 Greenway Plaza
Suite 1025
Houston, Texas 77046
T 713.980.0500
F 713.980.0510

112 East Pecan Street
Suite 1310
San Antonio, Texas 78205
T 210.225.2800
F 210.225.2984

COVER LETTER

December 19, 2025

City of Dripping Springs, Texas
Attn: Ginger Faught
Deputy City Administrator
City Hall
511 Mercer St.
Dripping Springs, Texas 78620

On behalf of McCall, Parkhurst & Horton L.L.P. ("McCall," the "firm," or "us"), I submit this statement of qualifications for bond counsel services to the City of Dripping Springs, Texas ("you" or the "City").

McCall serves as bond counsel to more issuers of tax-exempt debt than any other law firm in the State of Texas or in the Southwestern United States. Accordingly, we serve as bond counsel to more Texas political subdivisions than any other lawyer or law firm. We are consistently ranked among the top ten bond counsel firms in the United States, as well as the #1 bond counsel firm here in Texas. McCall frequently serves as bond counsel on more bond transactions than any other law firm in the country.

For over 106 years, we have been committed to providing Texas political subdivisions with quality bond counsel services, and we hereby reaffirm our commitment to provide the City with such services to the best of our collective abilities. Investment banks, local and state government agencies, financial advisors and other professionals rely on us daily to guide them through the most basic, and the most complicated, financings in the State of Texas and in the United States. We are confident that our level of service to you will be unmatched.

Very truly yours,

McCall, Parkhurst & Horton L.L.P.



Richard S. Donoghue

Enclosures

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2. SCOPE; GENERAL INFORMATION ABOUT THE FIRM

NAME, ADDRESS, AND TELEPHONE NUMBER OF THE FIRM

McCall, Parkhurst & Horton L.L.P.
600 Congress Ave, Suite 2150
Austin, TX 78701
(512) 478-3805

HISTORY OF THE FIRM

McCall, Parkhurst & Horton L.L.P. (“McCall” or the “firm”) is a law firm that practices exclusively in the area of public finance law. The law firm was founded in Dallas in 1919 and was the first law firm west of the Mississippi River to render a nationally-accepted bond counsel opinion. Our firm’s founder, John D. McCall, pioneered some of the earliest water legislation and water financing systems in Texas, including serving as bond counsel to the first river authority (Brazos), created in 1929. Beginning in 1946, McCall worked with Gene Spence, Simon Freese, and J.B. Thomas to create the Colorado River Municipal Water District, and McCall served as bond counsel on the financings for O.H. Ivie, E.V. Spence, and J.B. Thomas reservoirs. In 1949, at the request of Governor Allan Shivers, McCall served as Secretary of the newly created Water Code Committee, which was organized to study the water laws of the state and propose new laws to address the state’s growing water shortage. With John’s guidance, the Legislature began to authorize the creation of dozens of regional water districts, including Eastland County Water Supply District, North Texas Municipal Water District, Northeast Texas Municipal Water District, Upper Leon River Municipal Water District, and many others. With McCall’s assistance, the Texas Water Development Board was created by legislative act and constitutional amendment in 1957. McCall served as bond counsel on the first statewide bond election to authorize the issuance of \$200 million in State of Texas General Obligation Water Development Bonds, the proceeds of which would be used to make loans to political subdivisions throughout the state.

Today, McCall stands strong as one of the nation’s leading public finance firms, representing thousands of clients around Texas, as well as in New Mexico and Oklahoma. The firm represents clients as diverse as the Cities of Austin, Dallas, Fort Worth and San Antonio, the Texas Water Development Board, Oklahoma Water Resources Board, The University of Texas System, Dallas Fort Worth International Airport, the Texas Department of Transportation and the Texas Higher Education Coordinating Board. McCall has served large utility clients, including the Texas Municipal Power Authority, the Lower Colorado River Authority, the Trinity River Authority, and the utility systems of Austin, Dallas, Fort Worth and Denton.

Since 2008, The Bond Buyer has annually ranked McCall first in par volume and first in number of issues delivered in Texas by issuers of public securities, as well as in the top ten nationally.

Beginning in 2012, McCall was instrumental in the creation and implementation of the State Water Implementation Fund for Texas (SWIFT), which was approved by voters in a statewide election in 2013. In addition to representing the Texas Water Development Board (“TWDB”) itself, our firm has represented many Texas cities, counties, water districts, water supply corporations and other entities in issues sold to the Texas Water Development Board. McCall has garnered seven Southwest Region “Deal

of the Year” awards since The Bond Buyer created the distinction in 2002; leading all of our competitors and outpacing the next closest firm by three.

The following table summarizes the number of transactions and dollar value of public finance issues for which McCall served as bond counsel from 2018 to 2024, as provided by Refinitiv:

2018-2024 McCall Bond Counsel Rankings						
Year	National Ranking			State Ranking		
	Rank	Amount	No. of Issues	Rank	Amount	No. of Issues
2024	3	25,021,600,000	372	1	\$24,877,200,000	365
2023	4	\$18,207,200,000	353	1	\$17,858,900,000	345
2022	3	\$15,823,800,000	359	1	\$15,807,600,000	354
2021	7	\$14,489,000,000	438	1	\$14,201,700,000	430
2020	2	\$23,345,000,000	493	1	\$23,133,100,000	486
2019	5	\$12,789,600,000	334	1	\$12,586,900,000	327
2018	5	\$10,368,800,000	251	1	\$10,271,500,000	243

All rankings are based on issues maturing in 13 months or more. Private placements and remarketings are excluded.

Principal amounts allocated on a proportionate basis to co-bond counsel.

The information shown is from published rankings from Refinitiv.

Texas Dominance

McCall’s dominant presence in public finance is shown not only by its rankings as bond and disclosure counsel, but also by its participation in Texas bond transactions in general. From 2020 to 2024, McCall has served as bond counsel, underwriters’ counsel, disclosure counsel or special tax counsel on over 55% of all bond transactions in Texas, as set forth in the table below.

2020-2024 Governmental Issues – All Roles					
	Total Principal Issued	McCall as Bond Counsel (or Co-BC)	McCall Market Share as BC (or Co-BC)	McCall as BC, UC, DC or SpTax	Market Share McCall as BC, UC, DC or SpTax
2024	\$68,638,782,000	\$28,102,009,000	40.94%	\$38,985,047,000	56.80%
2023	59,034,718,000	21,228,206,000	35.96%	34,803,136,000	58.95%
2022	48,180,652,000	18,977,442,000	39.39%	26,365,772,000	54.72%
2021	52,621,487,000	18,297,299,000	34.77%	25,761,979,000	48.96%
2020	59,509,800,000	23,133,100,000	38.87%	33,019,918,000	55.49%
Total	\$287,985,439,000	\$109,738,056,000	38.11%	\$158,935,852,000	55.19%

The information shown is compiled from reports of Refinitiv.

SCOPE OF WORK

If engaged by the City, we expect to perform the following duties as bond counsel with respect to the issuance of any debt obligations (Obligations) by the City:

(a) Prepare all resolutions, ordinances, orders and other instruments pursuant to which the Obligations will be authorized, issued, delivered and secured, in cooperation and upon consultation with the City Council, its financial advisors and other consultants of the City.

(b) Attend meetings of the City Council with reference to the authorization and issuance of the Obligations to the extent required or requested.

(c) Cooperate with the City Council and all other interested parties in the sale of the Obligations to the TWDB.

(d) Supervise the execution of the Obligations, their approval by the Attorney General of Texas and registration by the Comptroller of Public Accounts of Texas, and the delivery thereof to the purchaser, the TWDB.

(e) When so delivered, give our objective approving opinion (our "Legal Opinion") covering the validity of the Obligations and, if applicable, the exemption of interest thereon from federal income taxes, it being understood that the approving opinion will be fully acceptable nationally in regular commercial investment banking bond marketing channels.

Our Legal Opinion will be delivered by us on the date the Obligations are exchanged for their purchase price (the "Closing"). The City will be entitled to rely on our Legal Opinion.

The Legal Opinion will be based on facts and law existing as of its date. In rendering our Legal Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Obligations. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Obligations and their security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

In this engagement, if the project financing involves the receipt of Principal Forgiveness by the City from the TWDB, we expect to perform the following duties:

(a) Prepare all resolutions, ordinances and other instruments pursuant to which Principal Forgiveness will be authorized, executed and delivered, in cooperation and upon consultation with the City Council, its financial advisors and other consultants of the City.

(b) Review the grant or Principal Forgiveness agreement and provide comments as necessary or appropriate.

(c) Prepare an escrow agreement and other documentation regarding the escrow of Principal Forgiveness funds and assist the City in engaging a qualified escrow agent.

(d) Coordinate the execution and delivery of various Principal Forgiveness documents and the delivery thereof to the TWDB.

3. STAFF QUALIFICATIONS AND ORGANIZATION EXPERIENCE

The professional staff of McCall, Parkhurst & Horton L.L.P. is composed of the following 30 active attorneys. Each and every attorney practices exclusively in the area of public finance.

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Years Experience</u>
Jeffrey A. Leuschel	Partner	Dallas	44
Carol D. Pumbo*	Partner	Austin	39
Gregory B. Salinas	Partner	Austin	35
Mark A. Malveaux	Partner	Dallas	32
Clayton S. Binford	Partner	San Antonio	23
Gregory C. Schaecher	Partner	Dallas	28
Richard S. Donoghue, Jr.	Partner	Austin	26
J. Bart Fowler*	Partner	Austin	26
Stefano Taverna	Partner	Dallas	22
Jeff Gulbas	Partner	Dallas	18
Christopher A. Settle	Partner	Dallas	21
Rodolfo Segura Jr	Partner	Dallas	15
Sam M. Gill	Partner	Dallas	17
Clayton Chandler	Partner	Austin	16
Hasan Mack	Partner	Austin	14
Molly E. Carson	Partner	Dallas	14
Lauren N. Ferrero	Partner	San Antonio	11
Nikki Hill	Partner	Houston	11
Abe Benavides	Partner	Dallas	10
Orlando Juarez, Jr.	Partner	San Antonio	11
Cooper Anderson	Partner	Dallas	10
M. Clark Kimball	Partner	Dallas	8
Jacqueline Hale	Partner	Austin	6
Donna R. McIntosh	Partner	Houston	7
Kacie Byrd	Associate	Dallas	5
Angela Avila	Associate	Austin	2.5
Ricardo Ruiz Jr.	Associate	San Antonio	2.5
Rose Kanusky	Of Counsel	San Antonio	30
Matt Hines	Of Counsel	Austin	5
Michael R. Harris	Of Counsel	Houston	24

*Served as Assistant Attorney General of Texas in the Public Finance Division.

Although the entire firm and its facilities will be available to the City, below are the names, titles, office locations and years of experience in the area of public finance for each of the persons to be primarily responsible for the City's account, followed by brief résumés for each:

<u>Name</u>	<u>Title</u>	<u>Office Location</u>	<u>Experience</u>
Richard S. Donoghue, Jr.	Partner	Austin	26 years
Angela Avila	Associate	Austin	2.5 years
Stefano J. Taverna	Partner	Dallas	22 Years

RICHARD S. DONOGHUE, JR.

Richard S. Donoghue is a partner in the Austin office. Acting as bond counsel and disclosure counsel in connection with the issuance of public securities, he has represented numerous different types of issuers in a wide variety of new money and refunding transactions.



Richard is part of the firm's team of lawyers in the Austin office that represents the Texas Department of Transportation as bond counsel and/or disclosure counsel on its financing programs for the Mobility Fund Revenue Financing Program, the State Highway Fund, the Highway Imp General Obligation Financing Program, and numerous toll road financings for the Central Texas Turnpike System, the Grand Parkway System and multiple private activity bond toll road transactions.

Richard has practiced law exclusively in public finance and began his career as an attorney in 1999 with McCall.

Highlights & Notable Transactions

- Representative clients include: municipalities, river authorities, university systems and state agencies
- Represented the Texas Department of Transportation and its private activity bond corporation as bond counsel in connection with nine series of private toll revenue bond financings totaling approximately \$4 billion
- Serves as the firm's primary contact in representing the Texas Higher Education Coordinating Board as Bond Counsel including in connection with over \$1.2 billion in principal amount of bonds
- Served as bond counsel or underwriters' counsel in financings for university systems totaling over 70 series of bonds in over \$16 billion in principal amount
- Represented the Texas State University System as bond counsel, including in connection with the issuance of over \$1.5 billion of Revenue Financing System bonds and the establishment of an 'extendable' commercial paper program for the system that does not require external liquidity support
- Represented The University of Texas System as bond counsel and disclosure counsel in connection with over \$11 billion of bonds issued and with over \$3.8 billion in notional amount of associated interest rate swap transactions
- Represented The Texas A&M University System in connection with approximately \$1.9 billion of Revenue Financing System and Permanent University Fund bonds and in establishing the first commercial paper note program for issuance of short-term Permanent University Fund debt, including drafting all necessary agreements with the University of Texas Investment Management Company and the Comptroller of Public Accounts
- He has also served as bond counsel and disclosure counsel to the Lower Colorado River Authority. He drafted many of the financing provisions for LCRA and its separate transmission affiliate created to comply with electric deregulation in Texas, including the conduit contract revenue commercial paper program for transmission affiliate and the subsequent issuance of over \$5 billion in bonds under such structure

Professional & Community Affiliations

Member, State Bar of Texas

Member, National Association of Bond Lawyers

Fellow, American College of Bond Counsel

ANGELA AVILA



Angela Avila is an Associate in McCall's Austin office. She graduated from Texas A&M University (B.A.) in 2014 and from Southern Methodist University Dedman School of Law (J.D. in 2020). Her practice is focused on serving as bond counsel and disclosure counsel to school districts, cities, counties, and other political subdivisions throughout Texas.

Prior to joining McCall, Angela was an attorney at a global firm where she assisted major corporate clients with meeting their immigration and business challenges. Her experience also consists of working as a Legislative Aid and Casework Manager for a Texas State Representative. During her tenure at the Capitol, she gained extensive experience regarding legislative matters and how they impact both constituents and entities throughout the State of Texas, which has now carried over to her work in public finance.

A native of El Paso, Texas, Angela attended Franklin High School and took her first step in gaining legal experience in her hometown as a law clerk at a prestigious law firm.

Professional & Community Affiliations

Member, National Association of Bond Lawyers

Member, State Bar of Texas

Member, Aggie Bar Association

Member, Texas A&M Association of Former Students



Stefano Taverna, a partner of the firm, practices exclusively in the area of federal income taxation of tax-exempt and tax-credit bonds. Stefano provides tax advice to issuers and underwriters regarding tax-exempt bond financings involving new money projects, current and advance refundings, capital and working capital financings, commercial paper issues, and pooled bonds. He guides clients with respect to the structuring of tax-exempt bonds, private activity bonds, qualified school construction bonds, recovery zone bonds, qualified zone academy bonds, and other types of tax-credit bonds. Stefano also represents numerous clients before the IRS in connection with audits of tax-exempt and tax-credit bonds, Voluntary Compliance Agreements, and other administrative proceedings.

Prior to joining the firm, Stefano was a tax attorney at two law firms with an established Wall Street presence. Stefano has served as bond counsel, underwriters' counsel and special tax counsel for numerous financing transactions throughout the country. Additionally, Stefano has advised clients on the federal and state tax aspects of domestic and international hedge fund formations and operations, mergers, acquisitions and reorganizations, public and private debt and equity offerings, and general corporate, partnership and investment issues. Stefano has represented numerous clients on swap transactions and has advised tax-exempt entities with regard to the federal and state tax implications related to their formation and operations. Prior to joining private practice, Stefano clerked for the Honorable O'C. Wefing, Appellate Division, Superior Court of the State of New Jersey.

Stefano is a graduate of Rutgers, the State University of New Jersey (B.A., summa cum laude), Brooklyn Law School (J.D.) and New York University School of Law (LL.M.). He is admitted in New York and New Jersey and is a member of the American Bar Association, the New York State Bar Association, and the National Association of Bond Lawyers. Stefano has been a speaker and panelist at various events, including panels on public finance and federal tax matters. In addition, Stefano is a past Editor-in-Chief of the National Association of Bond Lawyers treatise *"Federal Taxation of Municipal Bonds"*, and is the Vice Chair of the Tax-Exempt Finance Committee of the American Bar Association.

TEXAS WATER DEVELOPMENT BOARD EXPERIENCE

The following table is a list of certain transactions with the TWDB between 2018 and 2024 that were handled by our law firm:

Issuer	Issue Name	Amount
2024		
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project - Canyon Regional Water Authority), Series 2024A (SWIRFT)	\$42,630,000
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project - City of Buda, Texas), Series 2024D (SWIRFT)	\$7,010,000
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project - City of Kyle, Texas), Series 2024B (SWIRFT)	\$38,875,000
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project - City of San Marcos, Texas), Series 2024C (SWIRFT)	\$49,485,000
Angelina and Neches River Authority	Rural Water Assistance Fund Grant Agreement (Central Heights Utilities 2024)	\$4,966,000
Angelina and Neches River Authority	Rural Water Assistance Fund Grant Agreement (Prairie Grove Utilities 2024)	\$7,705,000
Arimak Water Supply Corporation	Drinking Water State Revolving Fund Principal Forgiveness Agreement (2024)	\$975,023
Austin, Texas (City of)	Water and Wastewater System Revenue Bonds, Series 2024A (SWIRFT)	\$25,000,000
Barton Water Supply Corporation	Loan Agreement & Promissory Note (2024)	\$1,140,000
Bistone Municipal Water Supply District	Water Supply Revenue Bonds, Series 2024 (SWIRFT)	\$5,000,000
Blanco, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2024	\$3,390,000
Brushy Creek Regional Utility Authority, Inc.	City of Round Rock, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2024	\$31,500,000
Dallas, Texas (City of)	Drainage Utility System Revenue Bonds, Series 2024A and Series 2024B (FIF)	\$104,265,000
Dallas, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2024C (SWIRFT)	\$34,000,000
De Kalb, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligations, Series 2024A & Combination Tax and Surplus Revenue Certificates of Obligations, Series 2024B	\$3,200,000
Denton, Texas (City of)	Utility System Revenue Bonds, Series 2024 (SWIRFT)	\$10,135,000
Eastland, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2024A	\$1,250,000
Eastland, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2024B	\$315,000
Fort Worth, Texas (City of)	Water and Sewer System Revenue Bonds, Series 2024B CWSRF (Village Creek)	\$59,000,000
Fort Worth, Texas (City of)	Water and Sewer System Revenue Bonds, Series 2024C SWIFT (Eagle Mountain) (SWIRFT)	\$125,000,000

Issuer		Issue Name	Amount	Item 8.
Gladewater, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2024		\$850,000	
Gordon, Texas (City of)	Certificates of Obligation, Taxable Series 2024 (DWSRF)		\$830,000	
Gordon, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2024A		\$530,000	
Guadalupe-Blanco River Authority	Contract Revenue Bonds, Series 2024 (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project) (SWIRFT)		\$40,000,000	
Laguna Madre Water District	Unlimited Tax Bonds, Series 2024 (SWIRFT)		\$10,000,000	
Leonard, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2024A & Series 2024B		\$4,325,000	
Marshall, Texas (City of)	Utility System Revenue Bonds, Series 2024 (CWSRF)		\$11,350,000	
Menard, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Taxable Series 2024		\$1,920,000	
Mertzon, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2024A (DWSRF)		\$2,085,000	
Mertzon, Texas (City of)	Water and Sewer System Revenue Note, Taxable Series 2024		\$60,000	
Palo Pinto County Municipal Water District No. 1	Revenue Bonds, Series 2024A (SWIRFT)		\$34,800,000	
Palo Pinto County Municipal Water District No. 1	Revenue Bonds, Taxable Series 2024B (SWIRFT)		\$25,200,000	
Pflugerville, Texas (City of)	Utility System Revenue Bonds, Series 2024A [sold to TWDB]		\$122,915,000	
Silverton, Texas (City of)	Combination Tax and Subordinate Lien Revenue Certificates of Obligation, Series 2024		\$4,990,000	
2023				
Austin, Texas (City of)	Water and Wastewater System Revenue Bonds, Series 2023A (SWIRFT)		\$18,000,000	
Brazos River Authority	Water Supply System Revenue Bonds, New Series 2023B & New Series 2023C		\$49,590,000	
Brushy Creek Regional Utility Authority, Inc.	City of Cedar Park, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2023		\$7,605,000	
Brushy Creek Regional Utility Authority, Inc.	City of Round Rock, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2023		\$41,750,000	
Crystal Clear Special Utility District	Combination Water and Sewer System Revenue Bonds, Series 2023		\$1,950,000	
Daingerfield, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2023		\$1,950,000	
Daisetta, Texas (City of)	General Obligation Bonds, Series 2023 (TWDB-DWSRF)		\$980,000	
Dallas, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2023C		\$34,000,000	
Dogwood Springs Water Supply Corporation	Taxable Loan Agreement, Series 2023		\$1,000,000	
El Paso County, Texas	Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2023C		\$1,780,000	
Greenbelt Municipal and Industrial Water Authority	First Lien Revenue Bonds, Series 2023		\$8,110,000	
Guadalupe-Blanco River Authority	Contract Revenue Bonds, Series 2023 (Lake Placid Dam Facilities Project)		\$7,505,000	

Issuer	Issue Name	Amount	Item 8.
Guadalupe-Blanco River Authority	Contract Revenue Bonds, Series 2023 (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project)	\$72,665,000	
Keller, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2023	\$4,060,000	
Laguna Madre Water District	Waterworks and Sewer System Revenue Bonds, Series 2023	\$12,980,000	
Leonard, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2023A & Series 2023B	\$2,850,000	
Marlin, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2023 (CWSRF)	\$970,000	
Marshall, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Taxable Series 2023	\$2,050,000	
Mertzon, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2023A (CWSRF)	\$1,405,000	
Moody, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligations, Series 2023A and Series 2023B	\$3,475,000	
Mullin Independent School District	Maintenance Tax Notes, Series 2023	\$398,000	
North Hunt Special Utility District	Water System Revenue Bonds, Series 2023	\$3,275,000	
North Texas Municipal Water District	Water System Revenue Bonds, Series 2023	\$532,390,000	
Palo Pinto County Municipal Water District No. 1	Revenue Bonds, Series 2023A	\$6,960,000	
Palo Pinto County Municipal Water District No. 1	Revenue Bonds, Taxable Series 2023B	\$12,000,000	
Pasadena, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2023	\$10,450,000	
Riverbend Water Resources District	Contract Revenue Bonds (Regional Water System Project) Taxable, Series 2023	\$14,400,000	
San Angelo, Texas (City of)	Waterworks and Sewer System Improvement Revenue Bonds, Series 2023	\$13,415,000	
San Marcos, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2023A & Series 2023B	\$5,180,000	
Taylor, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2023	\$5,090,000	
Westbound Water Supply Corporation	Promissory Note, Taxable Series 2023 (DWSRF)	\$1,610,000	
2022			
Alice, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022A & Series 2022B	\$4,954,000	
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project – Canyon Regional Water Authority), Series 2022A	\$14,830,000	
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project - City of Buda, Texas), Series 2022D	\$2,440,000	
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project - City of Kyle, Texas), Series 2022B	\$13,520,000	

Issuer	Issue Name	Amount	Item 8.
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project - City of San Marcos, Texas), Series 2022C	\$17,210,000	
Austin, Texas (City of)	Water and Wastewater System Revenue Bonds, Series 2022A	\$18,000,000	
Austin, Texas (City of)	Water and Wastewater System Revenue Bonds, Series 2022B (DWSRF) & Water and Wastewater System Revenue Bonds, Series 2022C (CWSRF)	\$32,930,000	
Breckenridge, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022A and Series 2022B	\$5,260,000	
Corrigan, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022	\$2,450,000	
Cranfills Gap, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022	\$430,000	
Daingerfield, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022A & Series 2022B	\$3,550,000	
Dallas, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2022A	\$22,000,000	
Dallas, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2022B	\$44,000,000	
Dallas, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2022C	\$114,800,000	
Dripping Springs, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022	\$19,895,000	
El Paso County, Texas	Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2022A	\$20,718,000	
Ennis, Texas (City of)	Combination Tax and Subordinate Lien Revenue Certificates of Obligation, Series 2022	\$3,284,000	
Gladewater, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022A and Series 2022B	\$1,861,000	
Guadalupe-Blanco River Authority	Contract Revenue Bonds, Series 2022 (Low-Interest Financing) (Carrizo Groundwater Supply Project)	\$39,670,000	
Guadalupe-Blanco River Authority	Contract Revenue Bonds, Series 2022A (Lake Placid Dam Facilities Project)	\$30,935,000	
Mabank, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Series 2022	\$28,790,000	
Mart, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022	\$3,055,000	
Mexia, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022	\$833,000	
North Texas Municipal Water District	Buffalo Creek Wastewater Interceptor System Revenue Bonds, Series 2022	\$38,615,000	
Parker County Special Utility District	Utility System Revenue Bonds, Series 2022	\$13,000,000	
Pflugerville, Texas (City of)	Utility System Revenue Bonds, Series 2022A & Utility System Revenue Bonds, Series 2022B	\$55,120,000	
Riverbend Water Resources District	Contract Revenue Bonds (Regional Water System Project), Series 2022B	\$37,200,000	
Riverbend Water Resources District	Contract Revenue Bonds (Regional Water System Project), Taxable Series 2022A	\$55,800,000	
Riverside Special Utility District	Water System Revenue Bonds, Series 2022	\$1,575,000	
San Marcos, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022A	\$1,200,000	

Issuer	Issue Name	Amount
Socorro, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022	\$6,664,000
Tarrant Regional Water District, A Water Control and Improvement District	Water Transmission Facility Contract Revenue Bonds (City of Dallas Project), Series 2022	\$255,000,000
2021		
Angelina and Neches River Authority	Contract Revenue Bonds (Angelina County Fresh Water Supply District No. 1 Wastewater Project), Series 2021	\$795,000
Arp, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2021	\$1,602,000
Austin, Texas (City of)	Water and Wastewater System Revenue Bonds, Series 2021A	\$10,400,000
Austin, Texas (City of)	Water and Wastewater System Revenue Bonds, Series 2021B	\$9,400,000
Austin, Texas (City of)	Water and Wastewater System Revenue Bonds, Series 2021C	\$18,000,000
Austin, Texas (City of)	Water and Wastewater System Revenue Bonds, Series 2021D (CWSRF)	\$23,100,000
Austin, Texas (City of)	Water and Wastewater System Revenue Bonds, Series 2021E (DWSRF)	\$30,000,000
Bowie, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2021	\$9,775,000
Brownsville, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Series 2021	\$7,565,000
Brushy Creek Regional Utility Authority Inc.	City of Cedar Park, Texas Contract Revenue Bonds, (Brushy Creek Regional Water Treatment and Distribution Project), Series 2021	\$75,310,000
Dallas, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2021A	\$22,000,000
Dallas, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2021B	\$44,000,000
Dripping Springs, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Series 2021A	\$1,500,000
Dripping Springs, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Series 2021B	\$3,000,000
Dripping Springs, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Series 2021C	\$4,500,000
El Paso County, Texas	Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2021	\$1,605,000
Guadalupe-Blanco River Authority	Contract Revenue Bonds, Series 2021 (Lake Dunlap Dam and Hydroelectric Facilities Project)	\$40,000,000
Guadalupe-Blanco River Authority	Contract Revenue Bonds, Series 2021 (Lake McQueeney Dam Facilities Project)	\$40,000,000
Guadalupe-Blanco River Authority	Contract Revenue Bonds, Series 2021 (Low-Interest Financing) (Carrizo Groundwater Supply Project)	\$59,135,000
Guadalupe-Blanco River Authority	Contract Revenue Bonds, Series 2021A (Lake Placid Dam Facilities Project)	\$1,560,000
Guadalupe-Blanco River Authority	Master Agreement between Texas Water Development Board and Guadalupe-Blanco River Authority (Regarding Board Participation Carrizo Groundwater Supply Project)	\$13,115,000
McAllen, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2021	\$18,000,000
North Texas Municipal Water District	Regional Wastewater System Revenue Bonds, Series 2021	\$37,615,000

Issuer		Issue Name	Amount	Item 8.
Nueces River Authority	Contract Revenue Bonds, Series 2021 (San Patricio County Flood Control and Drainage Project)		\$9,472,000	
Pflugerville, Texas (City of)	Utility System Revenue Bonds, Series 2021		\$11,630,000	
Sweetwater, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2021A		\$2,187,000	
Sweetwater, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2021B		\$2,400,000	
Vernon, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2021		\$12,000,000	
White Settlement, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Series 2021A		\$675,000	
2020				
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project - Canyon Regional Water Authority), Series 2020A		\$37,865,000	
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project - City of Buda, Texas), Series 2020D		\$6,225,000	
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project - City of Kyle, Texas), Series 2020B		\$34,530,000	
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project- City of San Marcos, Texas) Series 2020C		\$43,955,000	
Alto, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020		\$1,795,000	
Austin, Texas (City of)	Water and Wastewater System Revenue Bonds, Series 2020A		\$11,200,000	
Austin, Texas (City of)	Water and Wastewater System Revenue Bonds, Series 2020B		\$3,800,000	
Austin, Texas (City of)	Water and Wastewater System Revenue Bonds, Series 2020D		\$16,995,000	
Blanco, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020		\$3,400,000	
Brownsville, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Series 2020		\$6,975,000	
Childress, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020		\$895,000	
Dallas, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2020A		\$22,000,000	
Dallas, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2020B		\$44,000,000	
Edgewood, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020		\$1,540,000	
Fort Worth, Texas (City of)	Water and Sewer System Revenue Bonds, Series 2020		\$62,725,000	
Gordon, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2020		\$100,000	
Grand Saline, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020		\$405,000	
Guadalupe-Blanco River Authority	Contract Revenue Bonds, Series 2020 (Low-Interest Financing) (Carrizo Groundwater Supply Project)		\$34,900,000	
Guadalupe-Blanco River Authority	Master Agreement between Texas Water Development Board and the Issuer regarding Board Participation (Carrizo Groundwater Supply Project)		\$7,595,000	
Houston, Texas (City of)	Combined Utility System Subordinate Lien Revenue Bonds, Series 2020E		\$38,000,000	

Issuer	Issue Name	Amount	Item 8.
Keller, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020	\$4,060,000	
Laredo, Texas (City of)	Waterworks and Sewer System Revenue Bonds, New Series 2020	\$52,000,000	
Lefors, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020	\$395,000	
North Texas Municipal Water District	Regional Wastewater System Revenue Bonds, Series 2020	\$458,920,000	
Paducah, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020	\$1,715,000	
Palo Pinto County, Texas	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020	\$500,000	
Quitaque, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020	\$545,000	
Ransom Canyon, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020	\$4,835,000	
Riverbend Water Resources District	Contract Revenue Bonds (Regional Water System Project), Series 2020B	\$7,200,000	
Riverbend Water Resources District	Contract Revenue Bonds (Regional Water System Project), Taxable Series 2020A	\$10,800,000	
Roby, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2020	\$250,000	
Rosebud, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Series 2020	\$1,020,000	
Rotan, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2020A	\$235,000	
Rotan, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2020B	\$2,040,000	
San Antonio, Texas (City of)	Water System Junior Lien Revenue Bonds, Series 2020D	\$11,805,000	
2019			
Alice, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019A	\$2,995,000	
Alice, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019B	\$1,025,000	
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project - Canyon Regional Water Authority), Series 2019A	\$26,530,000	
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project - City of Buda, Texas), Series 2019D	\$4,370,000	
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project - City of Kyle, Texas), Series 2019B	\$24,200,000	
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project - City of San Marcos, Texas), Series 2019C	\$30,800,000	
Austin, Texas (City of)	Water and Wastewater Systems Revenue Bonds, Series 2019	\$6,200,000	
Blanco, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019	\$2,550,000	
Bonham, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019A	\$4,810,000	
Bonham, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019B	\$9,830,000	

Issuer	Issue Name	Amount	Item 8.
Borden County, Texas	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019	\$1,285,000	
Cameron County Irrigation District No. 6	System Revenue Notes, Series 2019	\$865,000	
Colorado City, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019	\$2,650,000	
Dallas, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2019A	\$22,000,000	
Dallas, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2019B	\$44,000,000	
Dripping Springs, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Series 2019A	\$500,000	
Dripping Springs, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Series 2019B	\$3,000,000	
Dripping Springs, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Series 2019C	\$5,500,000	
Dripping Springs, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019	\$23,500,000	
Eastland County Water Supply District	Water Supply Revenue Bonds, Series 2019	\$805,000	
Ector County Utility District	Water System Revenue Bonds, Series 2019	\$45,275,000	
Goliad, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019	\$1,000,000	
Guadalupe-Blanco River Authority	Contract Revenue Bonds, Series 2019 (Low-Interest Financing) (Carrizo Groundwater Supply Project)	\$9,740,000	
Guadalupe-Blanco River Authority	Master Agreement between Texas Water Development Board and the Issuer regarding Board Participation (Carrizo Groundwater Supply Project)	\$30,260,000	
Kerr County, Texas	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019 (Center Point/East Kerr County Wastewater System Project)	\$2,105,000	
Laguna Madre Water District	Waterworks and Sewer System Revenue Bonds, Series 2019	\$5,425,000	
Marlin, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligations, Series 2019A	\$3,055,000	
Marlin, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligations, Series 2019B	\$2,330,000	
Nacogdoches County Municipal Utility District No. 1	Waterworks and Sewer System Revenue Bonds, Series 2019	\$1,010,000	
North Texas Municipal Water District	Water System Revenue Bonds, Series 2019	\$101,345,000	
Palo Pinto Water Supply Corporation	Promissory Note, Taxable Series 2019	\$615,000	
Parker County Special Utility District	Utility System Revenue Bonds, Series 2019	\$15,080,000	
Ropesville, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019	\$500,000	
Roscoe, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019	\$1,965,000	
Sabine River Authority of Texas	Gulf Coast Division Water Supply System Revenue Bonds, Taxable Series 2019	\$22,865,000	

Issuer	Issue Name	Amount
San Angelo, Texas (City of)	Waterworks and Sewer System Improvement Revenue Bonds, Series 2019	\$56,075,000
Stephens Regional Special Utility District	Revenue Bonds, Series 2019	\$900,000
Wills Point, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019	\$4,500,000
Wolfe City, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019A	\$2,325,000
Wolfe City, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019B	\$2,035,000
Wolfe City, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019C	\$870,000
Wolfe City, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019D	\$3,065,000
2018		
Abilene, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018	\$18,370,000
Alba, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018	\$990,000
Austin, Texas (City of)	Water and Wastewater System Revenue Bonds, Series 2018	\$3,000,000
Bandera, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018	\$3,000,000
Brushy Creek Regional Utility Authority, Inc.	City of Cedar Park, Texas Contract Revenue Bonds, (Brushy Creek Regional Water Treatment and Distribution Project), Series 2018	\$6,970,000
Chandler, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Series 2018	\$750,000
Cisco, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018A	\$4,565,000
Cisco, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018B	\$1,550,000
Dallas, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2018A	\$22,000,000
Dallas, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2018B	\$44,000,000
Dickens, Texas	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018	\$460,000
Eastland, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018	\$695,000
Eldorado, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018	\$1,200,000
Ennis, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Series 2018A	\$4,500,000
Farwell, Texas (City of)	Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2018	\$1,500,000
Gorman, Texas (City of)	Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2018	\$1,000,000
Guadalupe-Blanco River Authority	Contract Revenue Bonds, Series 2018A (Deferred Financing) (Carrizo Groundwater Supply Project)	\$12,030,000
Guadalupe-Blanco River Authority	Contract Revenue Bonds, Series 2018B (Low-Interest Financing) (Carrizo Groundwater Supply Project)	\$11,895,000

Issuer	Issue Name	Amount	Item 8.
Guadalupe-Blanco River Authority	Master Agreement between Texas Water Development Board and Guadalupe-Blanco River Authority (Regarding Board Participation Carrizo Groundwater Supply Project No. 51055)	\$34,285,000	
Johnson County Special Utility District	Revenue Bonds, Series 2018	\$22,000,000	
Kerr County, Texas	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018	\$4,330,000	
Kerrville, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018A	\$8,000,000	
Kerrville, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018B	\$5,000,000	
Lawn, Texas (City of)	Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2018	\$885,000	
Llano, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018A	\$3,390,000	
Llano, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018B	\$890,000	
Llano, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018C	\$630,000	
Lone Star Regional Water Authority	(East Williamson County Regional Water Transmission System Project) Contract Revenue Bonds, Series 2018	\$1,285,000	
Lone Star Regional Water Authority	(East Williamson County Regional Water Transmission System Project) Contract Revenue Bonds, Taxable Series 2018	\$215,000	
Mason, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018	\$990,000	
McAllen, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2018-A	\$7,000,000	
McAllen, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2018-B	\$12,000,000	
McAllen, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2018-C	\$6,900,000	
North Texas Municipal Water District	Water System Revenue Bonds, Series 2018	\$800,000,000	
North Texas Municipal Water District	Water System Revenue Bonds, Series 2018A	\$530,985,000	
Ranger, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018A	\$570,000	
Ranger, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2018B	\$420,000	
Sabine River Authority	Gulf Coast Division Water Supply System Revenue Bonds, Taxable Series 2018	\$33,310,000	
San Marcos, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018	\$1,935,000	
Stephenville, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018	\$17,030,000	
West Wise Special Utility District	Revenue Bonds, Series 2018	\$13,430,000	
Westlake, Texas (Town of)	Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2018	\$2,100,000	

4. REFERENCES

Below is contact information for clients with borrowing needs that are similar to those of the City who can speak to the firm's abilities and to the qualifications and experience of the members of the proposed project team.

<u>Name, Title, Address, and Phone Number</u>	
1.	City of Pflugerville, Texas Tracy Waldren, Finance Director 100 E. Main Street Pflugerville, TX 78660 (512) 990-6100
2.	City of Round Rock, Texas Kevin Klosterboer, Chief Financial Officer 221 E. Main Street Round Rock, Texas 78664 (512) 218-5401
3.	City of Buda, Texas Bianca Redmon, Director of Finance 405 E Loop Street, Building 100 Buda, Texas 78610 (512) 312-0084

Below are our typical contract terms for debt obligations to be sold to (and grant funding to be received from) the Texas Water Development Board:

*"The Honorable Mayor and City Council Members
City of Dripping Springs, Texas
City Hall
511 Mercer Street
Dripping Springs, Texas 78620*

This engagement letter will outline and confirm our proposed services as Bond Counsel to the City of Dripping Springs, Texas (the "City") in connection with the issuance of bonds, certificates of obligation, notes or other obligations by the City and our understanding of compensation therefor.

SERVICES

We will perform all usual and necessary legal services as Bond Counsel. Specifically, we will prepare and direct legal proceedings and perform other necessary legal services with reference to the authorization, sale, and delivery of the City's bonds, certificates of obligation, notes or other obligations referenced above (for convenience hereafter collectively referred to as "bonds"), including the following:

- 1. Consultation with the City, as appropriate, and any advisors in planning for bond issues, including consultations concerning federal tax considerations;*
- 2. Preparation of all contracts, ordinances, resolutions, trust indentures, and other instruments pursuant to which bonds will be authorized, secured, sold and delivered in consultation with the City, the City's attorney, financial advisors, the underwriters and their counsel and any officials and consultants thereof;*
- 3. Prepare any applicable election proceedings, if necessary, in connection with the bonds;*
- 4. Draft the continuing disclosure undertaking of the City;*
- 5. Attendance at meetings of the City, as appropriate, and with other representatives thereof to the extent required or requested with reference to the authorization and issuance of the bonds;*

6. Preparation of all documents necessary to seek the approval of the Attorney General of Texas and the submission of such documents to the Attorney General for approval and to the Comptroller of Public Accounts for registration of the bonds as required by law;

7. Supervision of the printing and execution of the bonds and the delivery thereof to the initial purchaser of the bonds;

8. Subject to the completion of proceedings to our satisfaction, rendering our nationally accepted legal opinion (the "Bond Opinion") covering the validity of the bonds under Texas law and tax status of the interest thereon under federal income tax laws; and

9. Preparation of a transcript of all proceedings in connection with the issuance of the bonds.

Our Bond Opinion will be delivered by us on the date bonds are exchanged for their purchase price (the "Closing"). The City will be entitled to rely on our Bond Opinion.

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the bonds. With regard to the issuance of bonds, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the bonds and their security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

The foregoing legal services as Bond Counsel do not include any direct responsibility for litigation of any kind. However, if during the issuance of the bonds any litigation should develop regarding the issuance of the bonds or the provisions made for their payment or security, we will consult, advise and cooperate with the City's attorney concerning any such litigation. Our fees for such services would be based upon an hourly rate of \$ ____ an hour.

Our duties in this engagement are limited to those expressly set forth above. Unless we are separately engaged in writing to perform other services, our duties do not include any other services, including the following:

- (a) *Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.*
- (b) *Preparing state securities law memoranda or investment surveys with respect to the bonds.*
- (c) *Drafting state constitutional or legislative amendments.*
- (d) *Pursuing test cases or other litigation.*
- (e) *Making an investigation or expressing any view as to the creditworthiness of the City or the bonds.*
- (f) *Except as described in paragraph 4 above, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.*
- (g) *Representing the City in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.*
- (h) *Negotiating the terms of, or opining as to, any investment contract.*
- (i) *Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.*

In addition, our services as Bond Counsel do not include any direct responsibility for the "disclosure obligations" owed to the investing public under the federal securities laws and the various state securities laws. We will not be responsible for the preparation of any Official Statement and will not assume any responsibility with respect thereto nor undertake independently to verify any of the information therein, except that, in our capacity as bond counsel, we will review various statements in any Official Statement to verify that such statements conform to the provisions of the legal instruments and documents therein described.

The firm will undertake upon the request of the City such services as may be necessary to assist the City in satisfying the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission. Our fees for such services would be based upon an hourly billing rate of \$____ per hour. Should it be

necessary for the firm to render a written opinion with respect to any matters relating to the compliance by the City with the ongoing disclosure or other compliance requirements of Rule 15c2-12, such fee for legal services provided in connection with the delivery of the opinion will be set at an amount agreed upon by us and the City.

Our services as Bond Counsel do not include any responsibility for investigating the financial condition and affairs of the City. Our Bond Opinion will contain a paragraph substantially to the effect that we have acted as Bond Counsel for the City for the sole purpose of rendering an opinion with respect to the legality and validity of the bonds under the Constitution and laws of the State of Texas, and with respect to the exemption of the interest on the bonds from federal income taxes, and for no other reason or purpose. The paragraph will also disclose that we have not been requested to investigate or verify, and have not investigated or verified, any records, data, or other material relating to the financial condition or capabilities of the City, and have not assumed any responsibility with respect thereto.

COMPENSATION

We propose a Bond Counsel fee for legal services for the issuance of each series of bonds as follows:

Principal Amount of Bonds	Fee
\$1 - \$1,000,000	\$ _____
\$1,000,000 - \$25,000,000	\$ _____ over \$1,000,000
\$25,000,000 - \$50,000,000	\$_. _____ over \$25,000,000
each million thereafter	\$_. _____ over \$50,000,000

Our Bond Counsel fee is contingent upon issuance of bonds. Additionally, any bonds requiring an election for their issuance will have a \$ _____ fee added to the first issuance of bonds under such voted authority, provided that if multiple elections were required before passage of such authority then an additional \$ _____ is to be added to the first issuance of bonds for each additional election held. For an initial issuance by the City of revenue bonds, such as water and sewer revenue bonds, under a new financing system structure our fees will also include an additional \$ _____. Fees in connection with refunding bonds, public improvement district financings and tax increment financings will be negotiated at that time.

In addition, for certain complex transactions, including financings through a program funded by the United States Department of Agriculture, the Texas Water Development Board or a similar agency or entity, our fee will be \$ _____ for up to the first \$1,000,000 in principal amount, plus \$ ____ per each \$1,000 in principal amount from \$1,000,000 to \$5,000,000, and plus \$ ____ per each \$1,000 in principal amount over \$5,000,000.

We also expect to be reimbursed for all normal, actual out-of-pocket expenses incurred (such as travel with all mileage reimbursed at the then current rate established by the Internal Revenue Service, Attorney General filing fees, communications, reproduction and delivery service) in connection with the services performed. Since the work for the City will be performed by attorneys in the Austin office, it is not anticipated that travel expenses to the City will be billed; however, in the event other travel is necessary it will not be undertaken without prior approval by the City. Copying charges are normally twenty cents a page. Large copying orders are sometimes subcontracted out, in which case the actual charges are billed. Our Bond Counsel fee and all then available expenses will be billed at or soon after Closing and certain post-Closing expenses (such as bond transcript preparation and delivery expenses) may be billed subsequently.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We further assume that all other parties in this transaction understand that we represent only the City in this transaction, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Bond Opinion.

CONFLICTS

As you are aware, our firm represents many political subdivisions and investment banking firms, among others, who do business with political subdivisions. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the bonds. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

TERMINATION

This engagement may be terminated by either party upon thirty (30) days written notice; provided, however, if the City exercises the early termination, the City shall pay Bond Counsel all fees and expenses accrued to the date of such termination from the proceeds of future bond issues. There shall not be individual liability on any member of the City Council, or other official of the City, for the payment of any amounts due hereunder."

Very truly yours,

McCall, Parkhurst & Horton L.L.P.

6. ADDITIONAL DATA OR SERVICES OFFERINGS

FINANCIAL CONDITION AND PROFESSIONAL LIABILITY INSURANCE

During each of last three calendar years, McCall has generated gross revenues of over \$40,000,000 per year.

Our firm maintains legal professional liability insurance with coverage of \$10,000,000. We have never filed a claim on our professional liability insurance.

NO LITIGATION

There are no litigation proceedings against our firm, whether pending, final or of record, nor has our firm been involved in any such proceedings in the previous five years.

INFORMATION PERTAINING TO THE FIRM'S COMPLIANCE WITH LICENSING AND OTHER REQUIREMENTS

There are no legal or administrative proceedings in which our firm, or any of its attorneys, have been involved as defendants relative to investigations into or violations of any regulatory agency rules including, but not limited to, the Securities and Exchange Commission, the New York Stock Exchange, the Financial Industry Regulatory Authority (formerly the National Association of Security Dealers), the Municipal Securities Regulatory Board, and the Texas Bond Review Board.

Neither the firm nor any individuals assigned to the City's account are suspended, or otherwise prohibited from professional practice by any federal, state, or local agency. All attorneys in the firm are members of the State Bar of Texas and are fully licensed to practice law in Texas. Some attorneys are licensed to practice law in other jurisdictions as well. The firm maintains a strong commitment to the continuing education of its attorneys and other professional staff in order to provide the highest level of service to our clients, and to ensure compliance with all licensing requirements imposed on our attorneys.



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

Submitted By: Ginger Faught, Deputy City Administrator

Council Meeting Date: August 18, 2026

Agenda Item Wording: Discussion and possible action to approve a Financial Advisory Contract between the City of Dripping Springs and SAMCO Capital Markets Inc. to provide financial advisory services.

Agenda Item Sponsor: Mayor Bill Foulds, Jr.

Summary/Background: On November 21, 2025, the City issued Request for Proposals and Statements of Qualifications No. 2025-19 for financial-advisor services. The solicitation was intended to cover financial assistance received from the TWDB after the award date, including assistance through the Drinking Water State Revolving Fund, Clean Water State Revolving Fund, Development Fund, and other TWDB-administered financial-assistance programs.

A four-person evaluation committee reviewed the two responses received using the following selection criteria: municipal advisory experience (30 points); capacity to perform (30 points); familiarity with the City (10 points); and experience with TWDB programs (30 points).

At its February 3, 2026 meeting, City Council awarded RFQ No. 2025-19 to SAMCO Capital Markets Inc. and authorized the City Administrator to negotiate an agreement with the selected respondent, subject to City Council approval.

Proposed Contract

The proposed Financial Advisory Contract engages SAMCO Capital Markets Inc. to provide professional financial-advisory services for City securities, including bonds and refunding bonds, in amounts and for purposes approved by City Council. The contract contemplates open-market bond sales, funding through the TWDB, and other funding sources necessary for City projects.

SAMCO's services include analyzing the City's borrowing capacity and debt structure; preparing written financing recommendations; advising on market conditions and financing timing; assisting with election-related financing information under bond counsel's direction when applicable; coordinating offering documents and bond-sale materials; making bond-rating recommendations; assisting with public sales and closing; and providing definitive post-closing debt records.

The contract also provides for coordination with bond counsel and assistance with financial information for state or governmental-agency approvals and, for qualified projects, financial-assistance applications for state involvement.

Fiscal Impact

For services related to the issuance and sale of securities, the proposed fee schedule is:

Principal Amount	Financial Advisory Fee
First \$1,000,000	\$20,000
Next \$4,000,000	\$5.00 per bond
Next \$5,000,000	\$3.00 per bond
Amount thereafter	\$2.00 per bond

If a project is approved by the TWDB or another funding source but does not close or fund, the contract provides for payment for time spent at \$200 per hour, with the number of hours to be negotiated between City Council and SAMCO. Additional financial-advisory services outside the issuance, sale, or grant-funding scope require advance Council approval and are billed at \$250 per hour. The proposed contract also identifies certain issuance expenses for which the City is responsible, including applicable ratings, legal, printing, advertising, and other transaction costs.

The total fiscal impact will depend on the amount, type, and timing of any securities issuance or funding transaction and on any separately approved additional services.

Commission Recommendations:

N/A

Recommendation:

Approval

Attachments:

Proposed Financial Advisory Contract

SAMCO Capital Markets Inc. Statement of Qualifications/Proposal.

FINANCIAL ADVISORY CONTRACT

Date _____

TO: Mayor and Council Members
City of Dripping Springs
Hays County, Texas

Ladies and Gentlemen

1. We understand that you are contemplating the issuance of securities of all kinds, in the amounts and for the purposes indicated as follows:

Securities, including bonds and refunding bonds, are to be issued in amounts to be determined and approved by the Council of the Issuer.

and that in connection with the issuance of these securities you desire this proposal from us to perform professional services in the capacity of Financial Advisor for the City of Dripping Springs, Texas (hereinafter called "Issuer").

2. By this proposal we offer our professional services and our facilities as Financial Advisor for the issuance and sale of the above-described securities, and in that capacity, we agree to perform the following duties and to perform such other duties, as, in our judgment, may be necessary or advisable:

- a. We will perform and prepare all information required for: (1) an open market bond sale [Negotiated; Competitive; & Private Placement]; (2) funding through the Texas Water Development Board; or (3) any other funding source necessary to provide funding for the Issuer's project.
- b. We will conduct a survey of the financial resources of the Issuer to determine the extent of its borrowing capacity. This survey will include an analysis of the existing debt structure as compared to existing and projected sources of income which may be pledged to secure payment of debt service, and, where appropriate, will include a study of the trend of the assessed valuation of the Issuer, the Issuer's taxing power, and the present and estimated future taxing requirements. If the revenues of a system or facility are to be pledged to repayment of the securities in question, the survey will take into account any outstanding obligations which are payable from the net revenues thereof, additional net revenues to arise from any proposed rate increase, and the additional net revenues as projected by your consulting engineers as a result of the improvements to be financed by the securities in question. We will also take into account your future financing needs and operations as projected by your staff and/or your consulting engineers and other experts.
- c. On the basis of the information developed by the survey described in the above and foregoing paragraph, and on the basis of other information and experience available to us, we will submit our written recommendations on the financing in question. Our plan will include recommendations as to the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, and any other necessary additional security provisions designed to make the issue more attractive to investors. All recommendations will be based on our best professional judgment, with the goal of designing securities,

which can be sold under terms most advantageous to the Issuer and at the lowest interest cost consistent with all other considerations.

- d. We will advise you of current bond market conditions, forthcoming bond issues, and other general information and economic data which might normally be expected to influence the interest rates or bidding conditions, so that the date for the sale of the securities can be set at a time which, in our opinion, will be favorable.
- e. If it is necessary to hold an election to authorize the securities, we will, under the direction of the bond attorneys, assist in coordinating the assembly and transmittal to the bond attorneys of such data as may be required for the preparation of the necessary petitions, orders, resolutions, notices and certificates in connection with the election.
- f. We will coordinate the preparation and submission of the Official Notice of Sale, the Official Statement or Offering Statement, and such other market documents which you may require. We will also supervise preparation of the uniform bid form, containing provisions recognized by the municipal securities industry as being consistent with the securities offered for sale. We will submit to you all such offering documents, including the Official Statement, for your proper examination, approval and certification. After such examination, approval and certification, we will furnish you with a supply of such documents and shall mail a set of the same to a list of prospective bidders, a copy of which list shall be submitted to you upon request. We will also supply sufficient copies of the Official Statement or Offering Statement to the purchaser of the securities in accordance with the terms of the Notice of Sale.
- g. We will make recommendations to the Issuer on the matter of bond rating(s) for the proposed issue and when directed by you shall coordinate the preparation of such information as in our opinion is required for submission to the rating agency(ies). In those cases where the advisability of personal presentation of information to the bond rating agencies may be indicated, we will arrange such personal presentation.
- h. If the securities are to be sold at public sale, we will disseminate information to prospective bidders, we will organize such information meetings as in our judgment may be necessary, and we will work with prospective bidders to assist them in timely submitting proper bids. We will assist you at the bond sale for the purpose of coordinating the receipt of bids and the furnishing of good faith checks where indicated, and, for the purpose of tabulation and comparison of bids, will advise you as to the best bid, and will provide our recommendation as to acceptance or rejection of such bid. As soon as a bid for the bonds shall be accepted by you, we will proceed to coordinate the efforts of all concerned to the end that the bonds may be delivered and paid for as expeditiously as possible. We shall assist you in the preparation of verification of final closing figures, and, when requested, we will provide suggestions on a program of temporary investment of bond proceeds, in consultation with the Issuer's architect or consulting engineer, consistent with the construction timetable for the project.

After closing we will deliver to you and your paying agent(s) definitive debt records, including a schedule of annual debt service requirements, on the obligations being delivered to the purchaser.

3. We agree to direct and coordinate the entire program of financing herein contemplated. In that connection we understand that you have retained or expect to retain McCall, Parkhurst & Horton LLP, a recognized municipal bond attorney, who will prepare the proceedings and advise the steps necessary to be taken to issue the securities and who will issue an opinion approving their legality. We will maintain liaison with this firm of bond attorneys and shall assist in all financial advisory aspects involved in the preparation of appropriate legal proceedings and documents.

Where the issuance and sale of the securities and construction of the project in question requires the approval of any state or governmental agency, we shall assist you in the preparation of all financial information required for inclusion in applications for such approval, and, when requested by you, shall appear on your behalf to provide appropriate testimony at public hearings before state and other governmental commissions and boards. We will also be available to participate with you in any preliminary conferences with the staff of any state or governmental agencies involved, and we will, for qualified projects, coordinate the preparation of financial assistance applications required for state involvement.

4. In consideration of the services rendered by us in connection with the issuance and sale of the above-described securities, it is understood and agreed that our fee will be as follows:

\$20,000 for the first \$1,000,000
 \$5.00 per bond for the next \$4,000,000
 \$3.00 per bond for the next \$5,000,000
 \$2.00 per bond thereafter

If for any reason the project is approved by TWDB or Other Funding Source but does not close or fund the City will agree to pay SAMCO for time spent on the project, at an hourly rate of \$200.00 per hour. The number of hours will be negotiated between the City Council and SAMCO (Chris Lane).

In consideration of the above fee, we will assume and be responsible for the following expenses:

Travel and communication expenses of the Financial Advisor with the exception of travel expenses resulting from the presentation for bond rating and bond insurance and/or any other out of state travel on behalf of the issuer.

In addition to our fee, the Issuer will be responsible for the expenses set forth below. In some cases, we may incur these expenses on your behalf, and you agree to reimburse us for such expenses to be paid for through funding from the TWDB or Competitive (or negotiated) bond sale.

All expenses of issuance will be paid by the Issuer and paid for through funding from the TWDB or other open market bond issuance. These issuance expenses include, but are not limited to, the cost of printing and mailing the Official Notice of Sale and the Official Statement, the travel expenses of the financial advisor, if any, incurred in presentation(s) before regulatory authorities, the national rating agencies, and/or credit enhancement companies, the fees of the national rating services pertaining to their assignment of credit rating(s) to the Issuer, credit enhancement fees, bond printing expenses, bond attorneys, security attorneys or other attorney fees, the cost of legal advertisement and the Municipal Advisory Council of Texas listing fee.

Our fee and reimbursable expenses shall become due and payable with the approval of funding.

5. If we are requested to perform additional financial advisory services for the Issuer other than in connection with the issuance and sale of the securities or funding through grants, such additional services will be billed at the rate of \$250.00 per hour. These additional services will only be provided when approved, in advance, by the Council.

If for any reason a bond project does not close or fund, the City will agree to pay SAMCO for a certain amount of time spent on the project, at an hourly rate of \$200.00 per hour. The number of hours will be negotiated between the City Council and SAMCO (Chris Lane).

Such additional financial advisory services to be billed at the hourly rates described above include, but are not limited to, tax rate recommendations, compilation of financial information required by the Texas Commission on Environmental Quality, municipal bond rating companies or municipal bond insurance companies, review of audit reports and preparation of recommendations pertaining to financial condition of the Issuer, and time for meetings at which our presence is required by the Issuer. In addition, we will charge the Issuer for any out-of-pocket expenses incurred by us (such as travel, courier deliveries, photocopying and legal) in the performance of these services. We will invoice the Issuer on a monthly basis for these additional fees and expenses and, unless other arrangements are made, we would expect that our statements be processed and paid within thirty days of receipt.

6. **Special Conditions.** In addition to the terms and obligations herein contained, this proposal and agreement is subject to the following special conditions:

This agreement may be terminated by us or the Issuer on thirty days written notice, and we would expect to be paid to the termination date; provided, however, that this agreement may not be terminated with regard to its application to any issue of bonds which we have been authorized to advertise for sale or application that has been submitted to the TWDB.

This agreement shall not be assignable without the prior written consent of the Board of Directors of the Issuer.

7. This proposal is submitted in duplicate originals. When accepted by the Issuer it will constitute the entire agreement between the Issuer and the undersigned for the purposes and considerations herein specified. Your acceptance will be indicated by proper signatures of your authorized officers or representatives on both copies and the return of one executed copy to us:

Respectfully Submitted,
SAMCO Capital Markets, Inc.

By: _____
Title: Senior Managing Director

A C C E P T A N C E

Accepted pursuant to a resolution adopted by the City of Dripping Springs, Texas of this _____ day of _____ 20____.

By:
Title:

ATTEST:

By:
Title:

(SEAL)



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Gray Lahrman, Utilities Director

Council Meeting Date: 08/18/2026

Agenda Item Wording: Discussion and possible action to approve Change Order No. 1 for the South Collector Project to include Optional Bid Items No. 1 and No. 2 for Clearing & Grubbing and Silt Fencing. Upon approval, Change Order No. 1 will become effective upon execution of the awarded construction contract between the City of Dripping Springs and Santa Clara Construction, Ltd. for the South Collector Project. *Sponsor: Mayor Bill Foulds, Jr.*

Agenda Item Requestor: Gray Lahrman

Summary/Background: On July 21, 2026, the City Council approved the award of the construction contract for the **South Collector Wastewater Project** to Santa Clara Construction, Ltd. in the amount of **\$4,286,209.00**, with an additional 10% contingency.

The original Request for Bids included two optional bid items: **Clearing & Grubbing** of the project easement and **Silt Fencing**. Both items are necessary to prepare the project area prior to installation of the wastewater infrastructure. During project planning and coordination, City Staff and the project engineers had not yet determined whether this work would be performed under the Driftwood 12-Inch Treated Effluent Line Project or the South Collector Project. As a result, the original South Collector construction contract was awarded without these optional bid items.

It has since been determined that this work should be completed as part of the South Collector Project to allow construction to proceed in a timely manner. City Staff is therefore recommending approval of **Change Order No. 1**, contingent upon execution of the original construction contract between the City of Dripping Springs and Santa Clara Construction, Ltd.

Change Order No. 1 will add **\$137,616.00** to the contract, increasing the total contract amount from **\$4,286,209.00 to \$4,423,825.00**.

Funding for the South Collector Project, including this Change Order, will be provided through existing **Texas Water Development Board (TWDB) funding**. The revised contract amount remains within the estimated construction costs previously presented to City Council.

**Commission
Recommendations:**

**Recommended
Council Actions:** Approve Change Order No. 1 in the amount of **\$137,616.00**, contingent upon execution of the original construction contract with Santa Clara Construction, Ltd.

Attachments: Engineer Letter of Recommendation
Change Order No.1 South Collector
South Collector

Next Steps/Schedule:

Firm Registration No. F-10834

235 Ledge Stone Drive | Austin, TX 78737 | 512.432.1000

August 4th, 2026

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

Re: City of Dripping Springs South Collector
TWDB CWSRF Project No. 73819
Change Order No. 1

Dear City Council,

Change Order No. 1 for the City of Dripping Springs South Collector project is being submitted for review on behalf of the awarded contractor, Santa Clara Construction, Ltd. Optional Bid Items (1) and (2) have been added to the Construction Contract since issuance of the Notice of Award to Santa Clara on July 28, 2026. The contractor originally provided pricing for these Optional Bid Items as part of its bid proposal submitted on June 9, 2026.

The approved contract amount included the Alternative Bid Total of \$4,286,209.00 and an additional 10% contingency to allow for consideration of Optional Bid Items and potential change orders during construction. The additional cost to include Optional Bid Items (1) and (2) is \$137,616.00, increasing the contract amount from \$4,286,209.00 to \$4,423,825.00.

Optional Bid Items (1) and (2), consisting of Clearing & Grubbing and Silt Fencing, respectively, were included in the bid form as optional items because it was uncertain at the time of bidding whether this work would be performed as part of the South Collector project or under the Driftwood 12-inch Treated Effluent Line project. Following further project coordination and evaluation, it has been determined that this work should be incorporated into the South Collector contract.

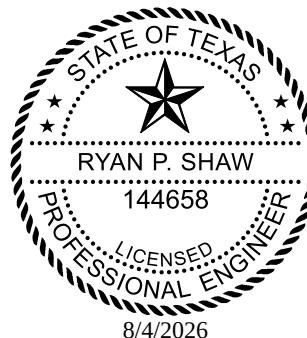
We recommend that the City of Dripping Springs approve Change Order No. 1 in the amount of \$137,616.00, contingent upon execution of the Construction Contract by Santa Clara Construction, Ltd. Upon execution of the contract, this change order will increase the contract amount from \$4,286,209.00 to \$4,423,825.00. The work included in this change order is necessary to allow the project to move forward as planned upon contract execution.

Please let us know if you have any questions.

Sincerely,



Ryan Shaw, P.E.
Project Manager

Enclosures: Change Order No.1

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

CHANGE ORDER

Prepared By



Endorsed By



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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CHANGE ORDER NO.: 1

Owner: City of Dripping Springs Owner's Project No.: 73819
 Engineer: Burgess & Niple, Inc. Engineer's Project No.: PR39676.5
 Contractor: Santa Clara Construction, Ltd. Contractor's Project No.: _____
 Project: City of Dripping Springs South Collector
 Contract Name: TWDB CW-SRF No. 73819 CoDS South Regional Wastewater System Expansion
 Date Issued: _____ Effective Date of Change Order: _____

The Contract is modified as follows upon execution of this Change Order:

Description:

Optional Bid Items added to Base Bid Items: (1) Clearing & Grubbing, (2) Silt Fencing

Attachments:

Change Order Table

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ <u>4,286,209.00</u>		Substantial Completion:	<u>300 days</u>
		Ready for final payment:	<u>360 days</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ <u>N/A</u>		Substantial Completion:	<u>N/A</u>
		Ready for final payment:	<u>N/A</u>
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ <u>4,286,209.00</u>		Substantial Completion:	<u>N/A</u>
		Ready for final payment:	<u>N/A</u>
[Increase] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ <u>137,616.00</u>		Substantial Completion:	<u>N/A</u>
		Ready for final payment:	<u>N/A</u>
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ <u>4,423,825.00</u>		Substantial Completion:	<u>300 days</u>
		Ready for final payment:	<u>360 days</u>

Recommended by Engineer

Authorized by Owner

By: Ryan Shaw

By: _____

Title: Project Manager

Title: _____

Date: 8/4/2026

Date: _____

Authorized by OwnerApproved by Funding Agency (if applicable)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EJCDC® C-941, Change Order.

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Page 1 of 1

CITY OF DRIPPING SPRINGS SOUTH COLLECTOR					
CHANGE ORDER NO. <u>1</u>					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
OPTIONAL BID ITEMS					
CO1-1	(1) Clearing & Grubbing	AC	10.9	\$10,000.00	\$109,000.00
CO1-2	(2) Silt Fencing	LF	7,154	\$4.00	\$28,616.00
TOTAL CHANGE ORDER NO. 1				\$137,616.00	



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

Submitted By: Diana Boone, City Secretary

Council Meeting Date: August 18, 2026

Agenda Item Wording: Discussion and possible action regarding the appointment of Bruce Moulton as the representative of the Hays Groundwater Conservation District to the Utility Commission and the re-appointment of Charlie Busbey for terms ending June 30, 2028

Agenda Item Requestor: Gray Larhman, Utilities Director

Summary/Background: The Utility Commission is a five-member advisory commission. The Utility Commission assists the City in Wastewater Plant operations and reuse plans (including expansion), achieving the City's goal of 100% beneficial use and assisting the City with procedures and policies related to retail water services provided by the City.

Members of the Utility Commission are appointed by City Council with two members being nominated by the Hays Trinity Groundwater Conservation District (HTGCD), and where at least two members shall be residents of the City Limits. Members are appointed to serve a two year term.

Current Commission

<i>Member</i>	<i>Term</i>	<i>Seat Description</i>	<i>Residency</i>
Charlie Busbey, Chair	06/30/26	At-Large	City Limits
Lara Dudek	06/30/27	At-Large	ETJ
Zach West	06/30/26	HTGCD Representative	ETJ
Barney Austin	06/30/27	HTGCD Representative	ETJ
Matthew Ordway	06/30/25	At-Large	Moved

Zach West, a representative of HTGCD has resigned. The Hays Trinity Groundwater Conservation District Board added this appointment recommendation to their August agenda and voted to recommend Bruce Moulton to serve as their representative.

August 7, 2026

The Honorable Bill Foulds, Jr.
Mayor, City of Dripping Springs
P.O. Box 384
Dripping Springs, TX 78620

Dear Mayor Foulds and Council Members,

The Hays Trinity Groundwater Conservation District Board of Directors is pleased to nominate Mr. Bruce Moulton to serve as one of its representatives on the Dripping Springs Utility Commission. Mr. Moulton has attended almost every meeting of the Utility Commission over the past 4 years, has become professionally acquainted with department staff and the members of the Commission, and has proven himself to be a fair, reasonable, and reliable member of the community.

As a property owner, his interest is in water resources that sustainably support the Dripping Springs economy and property values.

Mr. Moulton is a long-time resident of Dripping Springs and a Vietnam War veteran. He is retired after a long career as a Hydrologist and Senior Water Policy Advisor with the Texas Commission on Environmental Quality, Texas Natural Resource Conservation Commission, and the Texas Water Commission.

The Hays Trinity Groundwater Conservation District appreciates the opportunity to nominate representatives and officially nominated Mr. Moulton through unanimous affirmative Board action on August 6, 2026.

Sincerely,



Laura Thomas



BOARD of
DIRECTORS

District 1
Keith Miller

District 2
Bruce Moulton
President

District 3
Carlos Torres-
Verdin

District 4
Linda Kaye Rogers
Vice President

District 5
Marcus Gary
Treasurer/Secretary

General Manager
Laura G. Thomas



REGULAR MEETING OF THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT BOARD OF DIRECTORS

August 6, 2026, 5:00 PM
Wimberley Community Center
14068 Ranch Rd 12
Wimberley, Texas 78676

Oral public comment will be taken at the Meeting and during any Hearing. Registration for oral Public Comment requires submitting a Public Participation Form before the meeting begins. Forms are available at the meeting and with the Agenda on haysgroundwater.com. Properly registered speakers must limit Public Comments to 5 minutes for all topics. The Board may, by majority vote, reduce public comments to shorter than 5 minutes if necessary. Any person participating in the meeting or hearing must be recognized and identified by the Presiding Officer each time they speak. The District will accept written comments until 4:00 p.m. the business day before the meeting. Written comments may be submitted by email to GM@haysgroundwater.com or by mail to PO Box 1648, Dripping Springs, TX 78620. District Office contact information is also listed at the bottom of this page for any questions.

Agenda items may be taken in any order at the discretion of the Board. HTGCD Agendas, Public Participation Forms, approved meeting minutes, and available backup materials are posted at www.haysgroundwater.com/About. The Hearing items are available for review or copy at the District office.

Call to Order

Public Comment

Announcements (no discussion or possible action)

Staff Reports These are topics intended for general administrative and operational information dissemination and may include the **General Manager's Report, the Monitor Well Update, and the Science Report.**

Consent Items The following agenda items may be considered and approved as one motion. A Board member may request any item be removed from the consent agenda for Discussion and Possible Action as a separate item.

1. Approval of June 2026 – July 2026 Bank Reconciliations & Monthly Invoices
2. Approval of June 2026 - July 2026 Financial Reports and Q2 Investment Report
3. Approval of June 2026 Board Meeting and Hearing Minutes

Individual Items: The following agenda items are for discussion and possible action.

4. Consider Changes to Drought Stage (standing item)
5. Approve entering into a contract with Spheros Environmental Group Parent Inc. to implement projects outlined in the TWDB Groundwater Science, Research, and Data Collection Grant and authorize the General Manager to execute contract.
6. Nomination for HTGCD Appointment to the City of Dripping Springs Utility Commission

Center Lake Business Park, 14101 Hwy 290 W. Building 600, Austin, Texas 78737
Mail: P. O. Box 1648 Dripping Springs, TX 78620
GM@haysgroundwater.com | Phone: 512-858-9253 | www.haysgroundwater.com

7. Authorize General Manager to sign *Contract for Election Services and Joint Election Agreement* with Hays County
8. Adopt Order 236: Ordering 2026 Election of Directors for Districts 2, 3 and 4
9. Resolution & Order to Adopt Amendments to District Rules
10. Closed Session: The Board of Directors may go into closed session under the authority of the Government Code, Chapter 551, and Texas Open Meetings Act, to discuss:
 - A. Consultation with Attorney – Attorney/Client Privileged Consultations (§ 551.071)
 - B. Consultation with Attorney – Pending or Contemplated Litigation (§ 551.071)
 - *Aqua Texas, Inc. v. Hays Trinity Groundwater Conservation District* (W.D. Tex. Dec. 29, 2023)
 - Application of Clancy Utility Holdings, LLC (Mirasol) (State Office of Administrative Hearings Apr. 1, 2023)
 - *Hays Trinity Groundwater Conservation District v. Dripping Springs Water Supply Corp.* (22nd Hays County, Feb. 13, 2025)
 - C. Consultation with Attorney – Settlement Offers (§ 551.071)
 - D. Deliberations Regarding Real Property (§ 551.072)
 - E. Deliberations Regarding Personnel Matters (§ 551.074)
 - F. Deliberations Regarding Security Devices or a Security Audit (§§ 551.076, 551.0894)
11. Consider recommendation(s) regarding matters discussed in closed session, if any.

Future Agenda Items

Adjournment

CERTIFICATE OF POSTING: Texas Government Code, Open Meetings, Section 551.054. Notice of a Board Meeting was posted July 31, 2026 on the HTGCD website and at the District Office. Notice was also provided to the Hays County Clerk.

The Hays Trinity Groundwater Conservation District is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodation and equal opportunity for effective communications will be provided upon request. Please contact the District office at 512-858-9253 at least 24 hours in advance if accommodation is needed.

Center Lake Business Park, 14101 Hwy 290 W. Building 600, Austin, Texas 78737
 Mail: P. O. Box 1648 Dripping Springs, TX 78620
GM@haysgroundwater.com | Phone: 512-858-9253 | www.haysgroundwater.com



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

Submitted By: Chase Winburn, Human Resources Director

Council Meeting Date: 18 August, 2026

Agenda Item Wording: **Discuss and consider approval of Employee Benefits Plans for medical, dental, and life policies the City of Dripping Springs and authorize the mayor to finalize the agreement.**

Agenda Item Requestor: Mayor Bill Foulds, Jr.

Summary/Background: Brinson Benefits, our employee benefits provider, conducted a Request for Proposal (RFP) in July to renew Medical, Dental and Life employee benefits for FY 2027. After receiving bids, Brinson Benefits negotiated on the City's behalf and secured renewal rates that closely align with the current plan, with adjustments reflecting market trends. Staff recommends considering continuing coverage through United Healthcare. This plan includes a Health Reimbursement Arrangement (HRA), which was introduced last year and proved successful in reducing employees' out-of-pocket deductible expenses while offering greater plan flexibility. In addition, staff recommends renewing existing Dental and Vision plans with Guardian.

**Commission
Recommendations:**

**Recommended
Council Actions:** Recommended approval

Attachments: Proposed Renewal Plans

Next Steps/Schedule: Send to City Secretary for execution