



City Council Regular Meeting

Dripping Springs City Hall

511 Mercer Street - Dripping Springs, Texas

Tuesday, April 21, 2026, at 6:00 PM

AGENDA

CALL TO ORDER & ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 4 Travis Crow

Council Member Place 5 Sherrie Parks

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

Deputy City Attorney Laura Mueller

City Secretary Diana Boone

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.

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.

- 1. Approval of the March 17, 2026 City Council Regular Meeting Minutes.**

BUSINESS AGENDA

- 2. Public hearing, discussion, and possible action on a variance request to allow one additional tenant panel for Wolfe Physical Therapy, located at 400 US 290 Ste A 102. Applicant: Thomas Wolfe, Wolfe Physical Therapy**
 - Applicant Presentation
 - Sign Administrator's Report
 - Public Hearing
 - Variance Request
- 3. Public hearing, discussion, and possible action regarding an Ordinance of the City of Dripping Springs amending the Code of Ordinances, Chapter 16: Public Ways and Places: Article 16.02. Parks and Recreation, Division 3. Youth Programs' Standards of Care. Sponsor: Mayor Pro Tem Taline Manassian**
- 4. Discussion and possible action regarding a Professional Services Agreement between City of Dripping Springs and Daikin Applied for improvements to the HVAC system at Dripping Springs Ranch Park, not exceed \$51,800. Sponsor: Council Member Sherrie Parks**
- 5. Discussion and possible action to approve the Road and Easement Interlocal Agreement between the City of Dripping Springs and the Dripping Springs Independent School District regarding Rathgeber Natural Resource Park. Sponsor: Mayor Bill Foulds, Jr.**
- 6. Discussion and possible action to approve the Interlocal Agreement between the City of Dripping Springs and the Dripping Springs Independent School District ("District") regarding Development Regulations ("Development ILA") and to authorize the Mayor or City Administrator to execute the Development ILA only upon both: (1) the Agreement's approval by the District in substantially the form presented to City Council, and (2) the City and District each approving and executing a Road and Easement Interlocal Agreement between the and the District regarding Rathgeber Natural Resource Park. Sponsor: Mayor Bill Foulds, Jr.**
- 7. Discussion and possible action regarding the Old Fitzhugh Road Improvement Project Request for Bids. Leslie Pollock, Project Engineer; Chad Gilpin, City Engineer; and Laura Mueller, Deputy City Attorney.**
 - Request for Bids Package
 - Schedule
 - Project Funding

8. Discussion and possible action regarding the South Collector Sewer Line Construction Project Request for Bids. Sponsor: Mayor Bill Foulds, Jr.

- a. Request for Bids Package
- b. Schedule
- c. Project Funding

REPORT

9. Update regarding the 2040 Dripping Springs Comprehensive Plan. Tory Carpenter, Planning Director

CLOSED SESSION

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

- 10. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service and Agreements, Wastewater Fees, Wastewater Infrastructure Agreements, facility liability coverage, and related items. (Consultation with Attorney, 551.071)**
- 11. Consultation with attorney and deliberation regarding interlocal agreements concerning the application and enforcement of City ordinances and property acquisition. (Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072).**
- 12. Consultation with Attorney regarding litigation, legal issues, rights, and obligations related to Discussion with attorney *The City of Dripping Springs, Texas v. Holly Fults In Her Official Capacity as the President and Member of The Board of The Hays Trinity Groundwater Conservation District*, Cause No. 22-2304, 453rd Judicial District, Hays County (Consultation with Attorney, 551.071).**

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

- May 5, 2026, at 6:00 p.m.
- May 19, 2026, at 6:00 p.m.
- June 2, 2026, at 6:00 p.m.
- June 16, 2026, at 6:00 p.m.

July 7, 2026, at 6:00 p.m.
July 21, 2026, at 6:00 p.m.

Board, Commission & Committee Meetings

Transportation Committee, April 27, at 3:30 p.m.
Planning & Zoning Commission, April 28, at 6:00 p.m.
Historic Preservation Commission, May 7, 2026, at 4:00 p.m.
TIRZ No.1 & No.2, May 11, 2026, at 4:00 p.m.
Founders Day Committee, May 11, 2026, at 6:30 p.m.
DSRP Board, May 13, 2026, at 11:00 a.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, www.cityofdrippingsprings.com, on April 15, 2026 at 6:00 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 Regular Meeting

Dripping Springs City Hall

511 Mercer Street - Dripping Springs, Texas

Tuesday, March 17, 2026, at 6:00 PM

DRAFT MINUTES

CALL TO ORDER & ROLL CALL

With a quorum of council members present, Mayor Foulds called the meeting to order at 6:02 p.m.

City Council Members Present

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 5 Sherrie Parks

City Council Members Absent

Council Member Place 4 Travis Crow

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

Deputy City Attorney Aniz Alani

City Secretary Diana Boone

Planning Director Tory Carpenter

DSRP Manager Lily Sellers

Parks & Community Services Director Andy Binz

People & Communications Director Lisa Sullivan

TIRZ Project Manager Keenan Smith

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Pro Tem Manassian.

PRESENTATION OF CITIZENS

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

agenda and two (2) minutes per item on the agenda and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the City Council must present the documents to the City Secretary or City Attorney providing at least seven (7) copies; if seven (7) copies are not provided, the City Council will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

No one spoke during Presentation of Citizens.

PROCLAMATIONS & PRESENTATIONS

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

- 1. Proclamation of the City of Dripping Springs for the Daughters of the American Revolution Sarah Pound and Jacob's Well Chapters, commemorating the semiquincentennial anniversary of the signing of the Declaration of Independence. Sponsor: Mayor Bill Fouls, Jr.**

The proclamation was read by Council Member Tahuahua and presented to Daughters of the American Revolution Sarah Pound Chapter members Jessica Rodriguez and Kristy Franta, and Daughters of the American Revolution Jacobs Well Chapter members Linda Buckley and Jones Sabol.

CONSENT AGENDA

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

- 2. Approval of the February 3, 2026 City Council regular meeting minutes.**
- 3. Approval of Amendment No. 2 to Task Order No. 3 issued pursuant to the Professional Services Agreement between the City of Dripping Springs and HDR Engineering, Inc. for Downtown Parking. Sponsor: Mayor Pro Tem Manassian**
- 4. A Resolution of the City of Dripping Springs, Texas Approving the Design and Location of Two Gateway Monuments Along US 290 and One Gateway Monument Along RM 12 Within the Texas Department of Transportation (TxDOT) Rights-Of-Way; Authorizing the City Administrator to Negotiate and Execute the Related TxDOT Gateway Monument Agreement for the Construction and Maintenance of the Gateway Monuments and Other Related Documents; And Declaring an Effective Date. Sponsor: Council Member Sherrie Parks**
- 5. Approval of the Co-Sponsorship and Brand Use Agreement between the City of Dripping Springs and the Dripping Springs Vocational Ag Boosters Association Inc.,**

dba Dripping Springs Ag Boosters for the 2026 Dripping Springs Rodeo. *Sponsor: Council Member Sherrie Parks*

- 6. Approval of a Dripping Springs Ranch Park Use Agreement between the City of Dripping Springs and Dripping Springs Vocational Ag Boosters Association Inc. dba Dripping Springs Ag Boosters for a term of 3 years.** *Sponsor: Council Member Sherrie Parks*
- 7. Approval of the Tractor Sponsorship and Lease Agreement between the City of Dripping Springs and Tellus Equipment Solutions, LLC for a duration of 24 months.** *Sponsor: Council Member Sherrie Parks*

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda items 1-7. The motion was amended by Council Member Tahuahua, asking that item 4 be considered separate. Mayor Pro Tem Manassian moved to approve Consent Agenda items 1-3 and 5-7. Council Member Tahuahua seconded the motion. The motion carried unanimously 4 to 0.

Item 4: A motion was made by Council Member Parks and seconded by Mayor Pro Tem Manassian, to approve the resolution for the design and location of 2 Gateway Monuments along 290 and 1 along RM 12 within the TxDOT right-of-way and authorize the City Administrator to negotiate and execute the related agreements for the construction and maintenance of the Gateway Monuments and other related documents. The motion to approve carried 3 to 1, with Council Member Tahuahua voting nay.

BUSINESS AGENDA

- 8. Discussion and possible action on the Fiscal Year 2025-2026 Audit Report.**

Audit Manager Nicholas Gutierrez with Abip presented the audit report. Presentation is on file.

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member King, to accept the Fiscal Year 2025-26 audit report. The motion to approve carried unanimously 4 to 0.

CLOSED SESSION

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Tahuahua, to go into Closed Session for items 9 and 10, under sections 551.171 and 551.072. The motion carried unanimously 4 to 0.

Closed Session began at 6:33 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.

- 9. Consultation with attorney and deliberation regarding financing and real property for parcels involved in current and potential TIRZ Priority Projects including Old Fitzhugh Road, Town Center/Civic Complex, Stephenson Building, and other strategic real property acquisitions related to current and potential TIRZ Priority Projects.** *(Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072).*
- 10. Consultation with Attorney regarding legal issues, rights, and obligations related to political candidate and political party participation, signage, and speech activities during the Founders Day Festival.** *(Consultation with Attorney, 551.071)*

Closed Session ended at 7:26 p.m.

No action was taken during Closed Session.

ADJOURN

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

The meeting was adjourned at 7:27 p.m.



SIGN VARIANCE REQUEST REVIEW

Date: 1 April, 2026

Project: Wolfe Physical Therapy
400 US 290 Ste A 102
Dripping Springs, TX 78620

Applicant: Thomas Wolfe, Wolfe Physical Therapy

Submittals:

- Variance Application
- Sign Permit Application
- Master Signage Plan (if applicable)
- Planned Develop District/Development Agreement Signage Regulations (if applicable)

Variance Request: Request to allow one additional tenant panel

The following review has been conducted for the City of Dripping Springs to determine compliance and consistency with the City of Dripping Springs CODE OF ORDINANCES, Title 2 BUILDING AND DEVELOPMENT REGULATIONS, Chapter 26 SIGNS, Article 26.03.003 VARIANCES

Wolfe Therapy is located in the City Limits at 400 US 290, Ste A 102, Dripping Springs, TX. The business occupies two of the four tenant spaces in the building. Wolfe Therapy received an administrative variance on 27 October, 2025 for an additional wall sign. This variance is for adding an additional tenant panel on the East side of the building where the multi-unit sign is located.

The variance requests relate to the consideration for granting variances as follows:

Considerations in granting variances (Sec. 26.03.003 (e))

(1) Special or unique hardship because of the size or shape of the property on which the sign is to be located, or the visibility of the property from public roads.

Applicable Not Applicable

(2) Hardship claim based on the exceptional topographic conditions or physical features uniquely affecting the property on which a sign is to be located. Applicable Not Applicable

(3) Proposed sign location, configuration, design, materials and colors are harmonious with the hill country setting. Applicable Not Applicable

(4) Natural colors (earth tones) and muted colors are favored. Color schemes must be compatible with the surrounding structures. Predominate use of bold and/or bright colors is discouraged under this section. Applicable Not Applicable

(5) The sign and its supporting structure should be in architectural harmony with the surrounding structures. Applicable Not Applicable

(6) Mitigation measures related to the sign in question or other sign on the same premises. Applicable Not Applicable

(7) Demonstrated and documented correlation between the variance and protecting the public health and safety. Applicable Not Applicable

(8) The stage at which the variance is requested. The city will be more inclined to consider a variance request when it is sought during an earlier stage of the construction approval process, for instance, when the responsible party is submitting/obtaining a plat, planned development district, development agreement, or site plan. Applicable Not Applicable

(9) Whether the sign could have been included in a master signage plan. Master signage plans are highly encouraged. The city will be more inclined to favorably consider a variance request when the variance is part of a master signage plan. There will be a presumption against granting variances piecemeal, ad hoc, on a case-by-case basis when the sign for which a variance is sought could have been included in a master sign plan and considered in the course of a comprehensive review of the entire project's signage. Applicable Not Applicable

(10) The sign administrator may authorize the remodeling, renovation, or alternation of a sign when some nonconforming aspect of the sign is thereby reduced. Applicable Not Applicable

Approval/Recommendations/Conditions

Approval recommended.

The previous variance was approved based on the business occupying two spaces in the complex and each space having it's own dedicated sign cabinet. As the Sign Administrator, I am limited to approving only one additional sign for a business and cannot approve a second sign. Within commercial zoning each wall sign has a corresponding tenant panel on the multi-unit sign in a multi-unit space. One major consideration when approving the 2nd wall sign was an empty sign cabinet gives the appearance of an unoccupied space and the city, building owner, and tenant would prefer having the sign cabinet filled. Using the same rationale, I recommend approval of the 2nd tenant panel.

Respectfully Submitted,

Shane Pevehouse

Building Official/Sign Administrator



DRIPPING SPRINGS
Texas

Open spaces. friendly faces.

Received on/by:

Date, initials

**Application For An
Alternative Standard/Special Exception/Variance/Waiver**

Project Name: Wolfe Physical Therapy 2 Sign Variance

Project Address/Legal Description: 400 W Hwy 290 Ste A Unit 102 Dripping Springs, TX 78620

Project Applicant Name: Dr Thomas Wolfe PT DPT

Mailing Address: 400 W Hwy 290 Ste A Unit 102 Dripping Springs TX 78620

Email Address: 

Phone Number: 737-368-4349

Owner's Name (if different from Applicant): _____

Mailing Address: _____

Email Address: _____

Phone Number: _____

Type of Application (check box):

Alternative Standard

Special Exception

Variance

Waiver

Description of request & reference to section of the Code of Ordinances applicable to request: 2nd Sign on side of Building due to renting two spaces with contact information website, phone number



* 2nd Sign on side of Building due to renting two spaces with contact information website, phone number

Description of the hardship or reasons the Alternative Standard/Special Exception/Variance/Waiver is being requested: 2nd sign for 1 Business [redacted] side of building

Description of how the project exceeds Code requirements to mitigate or offset the effects of the proposed alternative standard/special exception/variance/waiver: 2nd sign for 1 Business [redacted] side of building

Submittal Checklist:

- Signed and Completed Application
- Required Fee Paid \$0 (Historical District)
reference online **Master Fee Schedule** for more details
- Billing Contact Form

Exhibits

- Photographs
- Map/Site Plan
- Architectural Elevation
- Other: _____

Upon submittal of application, a Public Notice sign is required to be displayed at the project property within 48 hours (exceptions apply in cases of signage, lighting, exterior design and landscaping applications). Signs can be picked up at the City Offices for a deposit fee of \$100. Once a permit has been issued, signs in good condition can be returned for a \$75 refund.

- Pick up Public Notice Sign, \$100 deposit

All required items and information (including all applicable above listed exhibits and fees) must be received by the City in order for an application and request to be considered complete. **Incomplete submissions will not be reviewed or scheduled for any further action until all deficient items or information has been received.** By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:

D. [Signature] PT DPT
Signature of Applicant

9/5/25
Date

[Signature] Craig vanEngelen
Signature of Owner (or attached letter of consent)

9-8-25
Date

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Craig Van Engelen is authorized to act as my agent and representative with respect to this Application and the City's conditional use permit process. (As recorded in the Hays County Property Deed Records, Vol. _____, Pg. _____.)

Caissy Properties LLC

Name

Manager

Title

STATE OF TEXAS

§

COUNTY OF HAYS

§

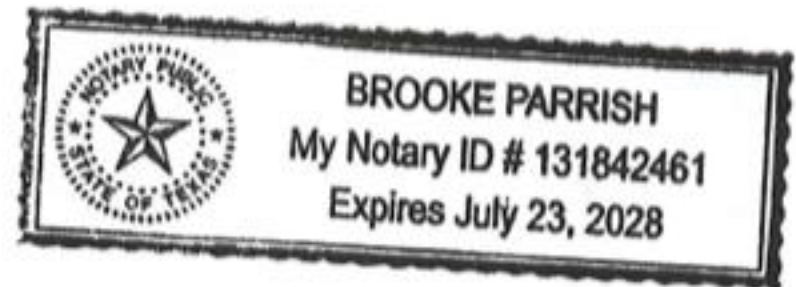
§

This instrument was acknowledged before me on the 17 day of September, 2015 by Craig Van Engelen

[Signature]
Notary Public, State of Texas

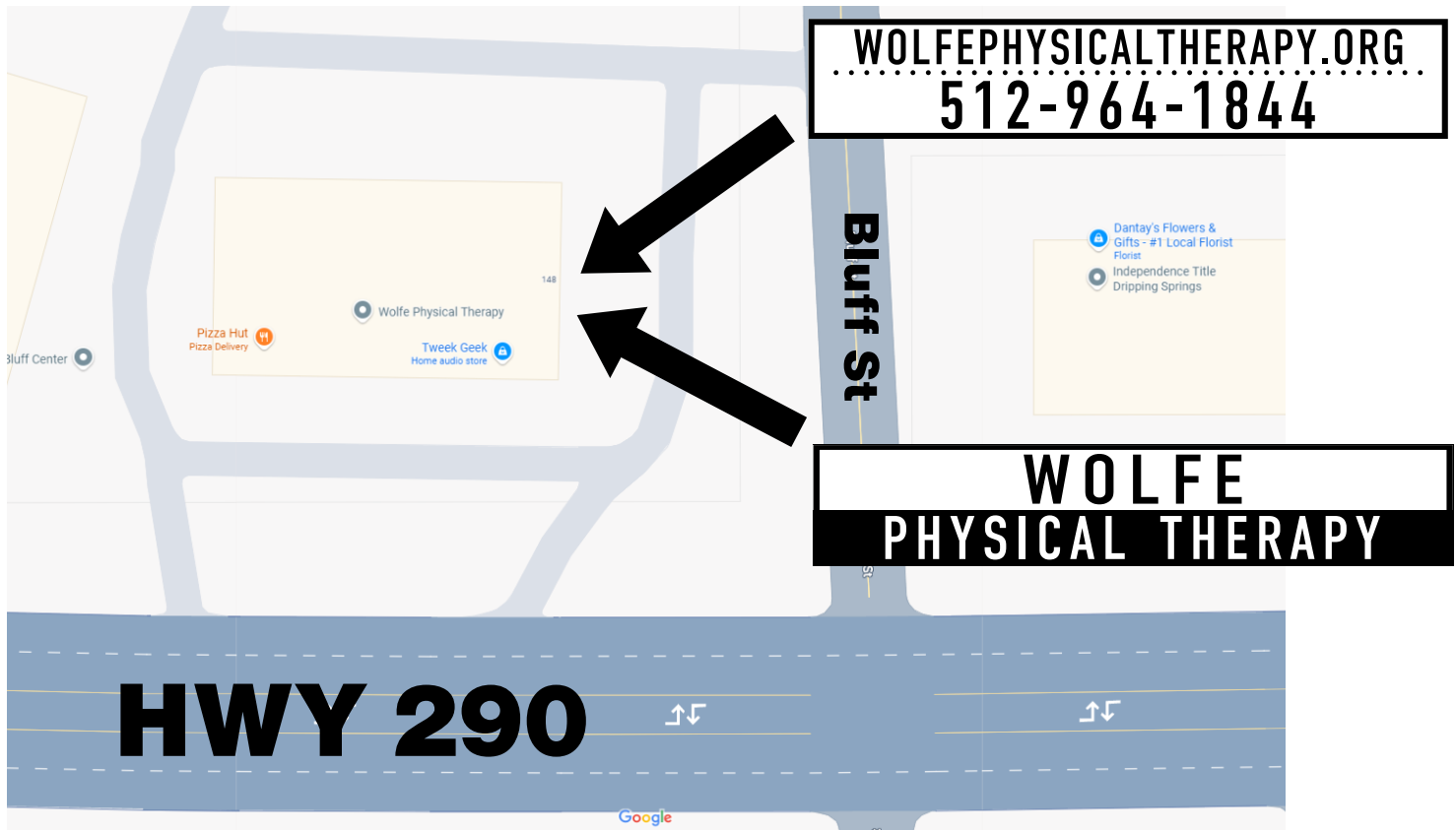
My Commission Expires: July 23, 2018

Thomas Wolfe
Name of Applicant





Artwork Approval



Wolfe Physical Therapy

Building Signage

8.6.25

Customer Name

Job Name

Date

Please proof read thoroughly paying special attention to names, dates, and spelling. This job will be produced exactly as shown above. Any changes or corrections should be specified and brought to our attention.



Artwork Approval



96 in

96 in

18 in



18 in

Two 3mm Aluminum Composite Signs

Wolfe Physical Therapy

Building Signage

8.6.25

Customer Name

Job Name

Date

Please proof read thoroughly paying special attention to names, dates, and spelling. This job will be produced exactly as shown above. Any changes or corrections should be specified and brought to our attention.



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

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

Council Meeting Date: 4/21/26

Agenda Item Wording: **Public hearing, discussion, and possible action on an Ordinance of the City of Dripping Springs amending the Code of Ordinances, Chapter 16: Public Ways and Places: Article 16.02. Parks and Recreation, Division 3. Youth Programs' Standards of Care.**

Agenda Item Requestor: *Mayor Pro Tem Taline Manassian*

Summary/Background: The proposed update to the Standards of Care Ordinance is administrative in nature and reflects minor title revisions within the Parks and Community Services Department. Specifically, the position title “Program Coordinator” has been updated to “Program Manager” in two instances to align with the department’s current organizational structure. No other changes to policy, procedures, or standards are proposed.

**Commission
Recommendations:**

**Recommended
Council Actions:** Staff recommends approval of the Standards of Care Ordinance.

Attachments: Draft Standards of Care Ordinance

Next Steps/Schedule: If approved, publish updated Standards of Care Ordinance in Municode Library.

City of Dripping Springs
Standards of Care Amendment

ORDINANCE No. 2026-##

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE STANDARDS OF CARE; AUTHORIZING EXPENDITURES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, **quality youth programs provide benefits to the children and youth served such as improved academic achievement, self-esteem, social skills, and career development; and**

WHEREAS, **it is important for organized youth programs to adhere to recognized quality program standards which include well-trained, professional staff for the safety of all children and youth served; and**

WHEREAS, **adequate funding is necessary to provide quality youth mentoring programs and to increase the number of youth served; and**

WHEREAS, **providing standards of care benefits the City, its residents, and the youth involved in City youth activities.**

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

1. FINDINGS OF FACT

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

2. ENACTMENT

Code of Ordinances, City of Dripping springs, Texas, is hereby amended to read in accordance with Attachment "A", which is attached hereto and incorporated into this Ordinance for all intents and purposes. Language that is struck through in red is repealed; language that is double underlined in blue is added.

3. REPEALER

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City’s Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

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

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

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

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary

Attachment "A"*Chapter 16: PUBLIC WAYS AND PLACES**Article 16.02 – PARKS AND RECREATION**DIVISION 3. YOUTH PROGRAMS' STANDARDS OF CARE***Sec. 16.02.101. Title.**

This division shall be cited as the "standards of care ordinance."

Sec. 16.02.102. Purpose.

The following standards of care are intended to be minimum standards by which the city will operate the city's youth programs. These are the basic child-care regulations for programs operated by the city. The programs operated by the city are recreational in nature and are not day care programs. This will allow the city to qualify as being exempt from the requirement of the Texas Human Resources Code. The city is not licensed by the state to offer day care programs.

Sec. 16.02.103. Applicability.

These standards apply to the Coyote Kids Nature Day Camp program and other youth programs offered by the city and directly supervised by camp counselors.

Sec. 16.02.104. Definitions.

Words and phrases used in this division shall have the meanings set forth in this section. Words and phrases that are not defined below, but are defined elsewhere in this code, shall be given the meanings set forth in those other ordinances. Words and phrases not defined in this code shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

Camp counselor: The city staff that has been hired or volunteered to work for the city and have been assigned responsibility for managing, administering, or implementing some or all portions of the city's youth programs. This definition also includes camp director.

Camp director: The city staff that has been hired or volunteered to work for the city and have been assigned responsibility for managing, administering, or implementing some or all portions of the city's youth programs.

City: The City of Dripping Springs, an incorporated municipality located in Hays County, Texas, and includes any official, agent or employee acting on behalf of the city.

City park or park: The city parks identified below and any land now or hereafter dedicated by the city as a municipal park.

Commission: The city's parks and recreation commission (aka, "parks and rec") or any successor entity.

Department: City of Dripping Springs Parks & Community Services Department.

Parent(s): One or both parents(s) or guardian(s) who have legal custody and authority to enroll their child(ren) in the city youth program.

Park: Drippings Springs Ranch Park, the site at which any city youth program may be hosted.

Participant: A youth whose parent(s) or guardian(s) have completed all required registration procedures and determined to be eligible for a city youth program.

Program manual: Notebook of policies, procedures, required forms, and organizational and programming information relevant to the city's youth programs.

Programs site: Area or facilities where the city youth programs are held.

Youth program(s): The city's youth programs consisting of the summer day camp program and other youth programs offered by the city and directly supervised by camp counselor staff.

Sec. 16.02.105. General information/administration.

- (a) Organization. The governing body of the city's youth programs is the city council.
- (b) Implementation. Implementation of the youth programs standards of care is the responsibility of the DSRP Manager or designee.
- (c) Application. Programs to which these standards of care will apply are: Coyote Kids Nature Day Camp and other youth programs.
- (d) Access to standards.
 - (1) Each site will have available for public and camp counselors review a current copy of the standards of care.
 - (2) Parents will be provided a copy of the current standards of care upon request.
 - (3) Standards of care will be accessible on the city's website.
- (e) Program objectives for youth programs.
 - (1) To offer a program of varied recreational activities appropriate for children, such as but not limited to those programs that are related to nature, arts and crafts, sports and games, education, drama, special events, and other such activities designed for elementary age children.
 - (2) To provide an encouraging atmosphere emphasizing positive development of physical skills, emotional growth and self-confidence.
 - (3) To provide a pleasant, memorable, educational and fun recreational experience in a positive environment.
 - (4) To provide a safe environment; always promoting good health and welfare for all.
 - (5) To educate, instill self-confidence, teach teamwork skills and inspire kids to use their leisure time wisely through outdoor education and recreation, in an effort to meet emotional, physical and social needs.
- (f) Exemption status. Once an exempt status is established, the licensing division will not monitor the recreational program. The licensing division will be responsible for investigating

complaints of unlicensed child care and for referring other complaints to the municipal authorities or, in the case of abuse/neglect allegation, to the local law enforcement authorities.

- (g) Standards of care review. Standards will be reviewed annually and approved by the city council after a public hearing is held to pass an ordinance regarding section 42.041(b)(14) of the Human Resources Code.
- (h) Child care licensing. Child care licensing will not regulate these programs nor be involved in any complaint investigation related to the program.
- (i) Complaints. Any parent, visitor, or camp counselor may register a complaint by contacting the DSRP program ~~coordinator~~ manager Monday through Friday, 8:00 a.m. to 5:00 p.m.

Sec. 16.02.106. Staffing.

- (a) Requirements.
 - (1) Each camp counselor must be at least 15 years old.
 - (2) All camp counselors should possess or complete prior to the beginning of camp, the following certifications from a nationally recognized organization in the following areas:
 - (A) Community CPR or the equivalent.
 - (B) First aid.
 - (3) Each camp counselor must complete the mandatory training program for the day camp.
 - (4) Each camp counselor must exhibit competency, good judgment, and self-control throughout the duration of camp.
 - (5) Each camp counselor should relate to the children with courtesy, respect, acceptance, and patience.
 - (6) Camp counselors shall not abuse or neglect children.
 - (7) Each camp counselor will be evaluated at least once during the summer prior to the completion of camp. Evaluations will be reviewed with the camp counselors to discuss any area of improvement or suggestions.
- (b) Criminal background checks will be conducted on prospective camp counselors over the age of 18. Criminal background checks may be conducted on prospective camp counselors between the ages of 15 and 18 years old. An applicant may be disqualified if they have a criminal conviction.
- (c) A prospective camp counselor is subject to a drug test prior to hiring if requested by the Camp Director in consultation with the City Attorney.
- (d) The state-required ratio for number of children (ages five to 13) may not exceed 12:1 children to camp counsellor.
- (e) Participants with special needs requiring personal assistance, i.e., feeding, changing of clothes, using the restroom, must provide an attendant for the duration of the program. Camp

counselors will not provide personal assistance. The attendant will be admitted to the program free of charge.

- (f) Participants with special needs requiring other accommodations should reach out to the camp director for coordination of accommodation. The city will facilitate reasonable accommodations when able and pursuant to state and federal law.

Sec. 16.02.107. Facility standards.

(a) Safety measures.

- (1) First-aid kits and infection control kits should be available at the site at which the participants are engaged in program activities.
- (2) First-aid guidelines should be on file, and available at the site, and include:
 - (A) CPR/rescue breathing sequence guidelines.
 - (B) First-aid review.
 - (C) Medical emergency procedures.
- (3) In a situation where evacuation is necessary, the first priority of each camp counselor is to make sure all participants are in a safe location.
- (4) A disaster and evacuation procedure should be posted at the facility.
- (5) If the site is a building, the site should be provided with clearly marked exits for use in emergency.

(b) Inspections.

- (1) The facility should generally be kept reasonably free of insects, rodent and stray animals.
- (2) Program employees will inspect sites daily for any sanitation or safety concerns. Those concerns should be passed on to the supervisor immediately.

(c) Health and sanitation.

- (1) The facility must have a sufficient number of restrooms, which are maintained in good repair, equipped for independent use by children, and designed to permit camp counselor supervision as needed.
- (2) The site must have an adequate supply of water and it will be readily available to all participants in a safe and sanitary manner.

Sec. 16.02.108. Service standards.

This information will be provided to each camp counselor as a part of the day camp staff manual.

(1) Appearance and behavior.

- (A) Camp counselors will wear name badges that are clearly visible.
- (B) Appropriate shirts, shorts, and tennis shoes are to be worn at all times. No tube tops allowed, shorts should be at a respectable length, no cutoffs.
- (C) No clothing should bear any inappropriate logos, phrases, or pictures.

- (D) Any camp counselor who does not adhere to the dress code, will be sent home for the day without pay.
 - (E) Cell phone use is allowed only when the camp counselor is on an approved break, when there are emergency circumstances, or when approved by the camp director.
 - (F) Camp counselors will wear provided camp t-shirts on field trip days.
- (2) Communication with parents.
- (A) Camp counselors will keep parents informed of activities and schedules. A general schedule will be sent to parents/guardians via email prior to the session start.
 - (B) Detailed daily schedule will be available at camp drop-off.
 - (C) Camp participants and parents will be treated with respect at all times.
 - (D) Camp counselors will note details of significant behavior of participants and update parents as needed when the participant is picked up.
- (3) Additional camp counselor responsibilities.
- (A) Camp counselors will monitor the sign in/out log at all times.
 - (B) Camp counselors will spend their time actively involved with participants and/or parents.
 - (C) Camp counselors will make an attempt to answer any complaints at the site and resolve all problems in a timely fashion. Situations that cannot be resolved on site by staff will be passed to a supervisor immediately and be investigated within 24 hours.
 - (D) Camp counselors will clean the program area after each activity.

Sec. 16.02.109. Operational issues.

- (a) Emergency phone numbers are kept with the day camp director at all times. These numbers will include the nearest fire, police, and ambulance services.
- (b) A day camp program manual is given to every day camp employee. An additional manual will be located at each site where all camp counselors can have access to the manual. The manual will contain the following information:
 - (1) Discipline issues.
 - (2) City rules and regulations.
 - (3) Forms that must be filled out.
 - (4) Service standards.
 - (5) Game/activity leadership.
 - (6) Ways to interact with children.
- (c) Sign-in/out sheets will be used every day. Only adults listed on sign-in/out release will be allowed to pick up children. An authorized person must enter the building, present appropriate identification, and sign the sheet in order for camp counselors to release the child.

- (d) Parents will be notified regarding planned field trips and provided the required release forms.
- (e) Enrollment information will be kept and maintained on each child and shall include:
 - (1) Child's name, birth date, home address, home telephone number, physician's phone number and the appropriate daytime contact information where parents can be reached during normal business hours.
 - (2) Names and telephone numbers of persons to whom the child can be released.
 - (3) Liability waiver.
 - (4) Statement of the child's special problems and/or needs, including but not limited to any known allergies.
 - (5) Designation of need for reasonable accommodations.
 - (6) Signed acknowledgement of program code of conduct by a parent or guardian.
- (f) Camp counselors shall immediately notify the parent or other person authorized by the parent when the child is injured or has been involved in any situation that placed the child at risk.
- (g) Camp counselors will follow the recommendations of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.
- (h) Camp counselors shall notify parents or authorized persons of children in the facility when there is an outbreak of a communicable disease in the facility that is required to be reported to the county department of health. Camp counselors must notify parents of children in a group when there is an outbreak of lice or other infestation in the group.

Sec. 16.02.110. Behavior management and discipline procedures.

- (a) Program employees will implement discipline and guidance in a consistent manner based on an understanding of individual needs and development with the best interest of program participants in mind.
- (b) There will be no harsh, cruel, or corporal punishment used as a method of discipline.
- (c) Program employees may use brief, supervised separation from the group if necessary. Children will be aware of all camp rules prior to the start of any activity. Their understanding of the rules is an integral part of behavior management. When negative behavior occurs they will know there is a consequence for the chosen action.
- (d) Incident reports will be filled out on any disciplinary cases, and information is to be shared with parents when picking up the child (or sooner when extreme cases occur). Parents will be asked to sign the incident report to indicate they have been advised about specific problems and/or negative behaviors.
- (e) A sufficient number and/or severe nature of discipline reports as detailed in the program manual may result in a participant being suspended from the program without refund. Parents/guardians will be promptly notified to pick up their child. Depending on the circumstances, the child may not be allowed to return for the remainder of the session and/or season.
- (f) In instances where there is danger including physical harm or threat of physical harm to participants, camp counselors, or themselves, the offending participant(s) will be removed

from the program immediately. Parent(s) or guardian(s) will be contacted to pick up the child immediately.

Sec. 16.02.111. Illness or injury.

- (a) Parents shall be notified in cases of illness or injury.
- (b) When an incident occurs that results in an injury, an incident report shall be filled out immediately after the incident and provided to the parent or other authorized adult and filed with the camp director.
- (c) A child who is ill or injured shall be supervised until the parent or other authorized adult removes the child from the site.
- (d) In the event of suspected abuse, program employees will report suspected abuse or neglect in accordance with the Texas Family Code. In the case where a city employee is involved in an incident with a child that could be construed as child abuse, the incident must immediately be reported to the camp director, who will immediately notify the county's sheriff's department and any other agency as may be appropriate.
- (e) State law requires the staff of youth programs to report any suspected abuse or neglect of a child to the state department of family and protective services or law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1,000.00 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.
- (f) Camp counselors will receive basic training related to child abuse prevention and how to report suspected abuse.

Sec. 16.02.112. Monitoring and distribution.

- (a) The camp director is to confirm and ensure the standards of care are being adhered.
- (b) The camp director in charge of these programs will make visual inspections of all program sites on a biweekly basis and make a report if necessary to be sent to the DSRP manager.
- (c) The department shall post and make available copies of these standards and the rules adopted pursuant to this section.
- (d) The department shall notify the parents of each prospective participant that the recreational programs are not licensed by the state. The program may not, and will not, be advertised as any type of child-care facility.
- (e) The Parks designee shall submit an annual report on the camp to the parks and community services director. The report shall include standards of care compliance issues and changes recommended for the next year.

Sec. 16.02.113. Transportation.

- (a) Before a participant may be transported to and from city-sponsored activities, a medical form and waiver, completed by the parent(s)/guardian(s) of the participant, must be filed with the program ~~coordinator~~ [manager](#).
- (b) Before a program employee can drive a 14-passenger van that is transporting participants, they must:

- (1) Be at least 18 years of age with a valid Texas driver's license;
- (2) Successfully pass a background check;
- (3) Complete an online 15-passenger van safety training and keep the certificate of completion with employee's file;
- (4) Complete one hour of supervised driving time with a supervisor;
- (5) Read the Dripping Springs Parks & Community Services Transportation Guide; and
- (6) Complete department required training.

Secs. 16.02.114—16.02.160. Reserved.



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

Submitted By: Lily Sellers, Dripping Springs Ranch Park Manager

Council Meeting Date: April 21st, 2026

Agenda Item Wording: **Discussion and possible action to approve a Professional Services Agreement between City of Dripping Springs and Daikin Applied to complete improvements to the HVAC system at Dripping Springs Ranch Park to not exceed \$51,800. Sponsor: Council Member Sherrie Parks**

Agenda Item Requestor: Lily Sellers

Summary/Background: Dripping Springs Ranch Park has a current 3 year contract with Daikin Applied to service all HVAC at Dripping Springs Ranch Park. This agreement was approved at the November 19th, 2024 City Council Meeting. In the Dripping Springs Ranch Park FY26 Budget, \$98,000.00 was approved for various improvements to the system, including replacing two units and the main office air intake, a building automation system, and a master unit rewiring. Daikin completed the replacement of two split units and reworked the air intake for the lobby and now we are hoping to complete the building automation system. The quote received for this improvement is \$51,800.00.

Commission Recommendations:

Recommended Council Actions: Staff recommends approving the Professional Services Agreement

Attachments: Daikin Implement BAS and VFD upgrade- DSRP Q-54419-Quote.pdf
2024 -- Daikin Applied Americas Inc Maintenance Agreement DSRP HVAC Systems.pdf

Next Steps/Schedule: Upon City Council approval, execute agreement.

DAIKIN PROJECT QUOTE



DSRP | Implement BAS & VFD Upgrade

DRIPPING SPRINGS RANCH PARK
1042 EVENT CENTER DRIVE
DRIPPING SPRINGS, Texas, United States 78620

Quote #: Q-54419

Prepared for:

Lily Sellers
Ranch Park Manager
DRIPPING SPRINGS RANCH PARK-CITY OF DRIPPING SPRINGS
Quote Document Date: 03/02/26

Prepared by:

Carson Williams
Account Representative
Phone: (210) 657-3316 Mobile: (512) 635-4259
E-mail: carson.williams@daikinapplied.com
Daikin Applied Americas, Inc.

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

SCOPE 1: Provide a building automation system (BAS) for primary HVAC units

Daikin Applied Americas to provide a Building Automation system with remote access.

- Provide JACE 9000 series controller
 - Web-based user interface
 - Allows for remote monitoring and scheduling of each zone
- Provide BACnet Thermostats for three (3) Daikin Split systems and two (2) Carrier RTU's
- Provide and install control board to two (2) Daikin package units to gain BACnet connection capabilities.
- Includes 18-month Software Maintenance Agreement (Required By Tridium upon Initial Device Purchase).
- Includes 12-month Niagara remote access to Building Automation.

BAS Exclusions/ Clarifications:

- Daikin Applied Americas will require WiFi Access from the owner for the devices. Wifi must be available in both conference/ballroom areas as well as the front office/ticketing area.
- Standard 115v power supply must be available for JACE. An outlet in an IT closet or elsewhere would suffice.

Scope 1 SubT: ----- \$ 40,000

SCOPE 2: ADD Variable frequency drives to Daikin 100% OA units

Daikin Applied will provide the parts and labor to perform the following on (MPS040F | FBOU130702200) & (MPS040F | FBOU130702190)

- Check in with facilities staff
- Install (2) VFD's in the electrical panel and connect to the respective blower motors on each unit
- Make appropriate wiring connections
- Program unit to proper specifications
- Install new motor protector in RTU-2
- Restore power to equipment. start systems and confirm proper operation.

Scope 2 SubT: ----- \$ 10,800.00

COMPLETE PROJECT PACKAGE TOTAL: ----- \$ 51,800.00 + tax

Staff and resource planning will be maintained throughout the project through our project communications efforts.

Quote Clarifications, Exclusions, and Exceptions:

Clarifications:

1. This Quote takes precedence over any other written, verbal, or other statements of scope, schedule, and pricing.
2. Acceptance of a Notice to Proceed is not an acceptance of terms and conditions. Any Notice to Proceed will be based upon the terms and conditions contained in this Quote.
3. All working hours are estimated at regular or straight time rates. Accelerated or expedited project execution schedules and associated costs are subject to additional quotation.
4. Daikin Applied is not responsible for any delays or cost as a result of delays incurred due to limited or no access to roads, buildings or equipment required to complete the scope of work provided for in this Quote.
5. Sales taxes are not included within our pricing.
6. Costs associated with Owner directed programs or software required to fulfill project reporting, execution, safety management, and or Owner or Owner's Representative invoicing are not covered and will be invoiced in addition to the agreed Quote price.
7. Signage will not be provided or installed by Daikin Applied.
8. Staffing of onsite Safety or Security personnel during project execution or after working hours will not be provided and Daikin Applied understands this is the responsibility of the Owner or Owner's Representative.
9. Site drainage, pollution prevention plan and execution, temporary bathrooms, emergency eye-wash stations, barricades, ramps, splash-blocks, fire protection plans and systems required during construction, flagman, access controls features, trash repositories and pick services are not included. Daikin Applied understands the Owner or Owners Representative is responsible for these measures.
10. Daikin Applied understands temporary HVAC, temporary power, work site lighting, and temporary water required to perform the scope of work provided is the Owner or Owner's Representative responsibility.
11. Daikin Applied will only provide supervision for itself and its sub-contractors when we or they are on site.
12. Daikin Applied Material or Labor warranty is excluded on Owner or Owner's Representative provided equipment.

Exclusions:

1. Any labor, materials, or subcontracted service not specifically provided for in the description or scope of work.
2. Identification and remediation of existing code violations.
3. Authority Having Jurisdiction required changes are not included and will be quoted as additional work scope.
4. Painting, repair work to buildings, and/or equipment which is not specifically identified in the description or scope of work.
5. Costs associated with hazardous materials identification, removal, and/or abatement.
6. Temporary or portable HVAC equipment and connections to existing systems.
7. The creation of new Building Automation Systems graphics, monitoring, trending, analysis or any other software or labor required for implementation of these items.
8. Testing and balancing.
9. Commissioning plan development and execution.
10. Sound testing or acoustical treatments for any elements inside or external to the work site or equipment.
11. Seismic analysis and certification for all materials and equipment.
12. Permits, insurance coverages other than indicated in the attached Evidence of Insurance, and performance and payment bonds.
13. Professional services including Architectural, Mechanical, Electrical, Structural and other Engineering Disciplines.
14. Fire, Smoke and/or Security controls, equipment, repair, graphics, programming, replacement or upgrades.

Pricing and Payments

Feel free to contact me if you have any questions or concerns regarding the information contained in this Project Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$51,800.00 (Fifty One Thousand, Eight Hundred dollars and Zero cents)

**Price does not include applicable sales tax*

Pricing and acceptance are based on the execution of a Contractor Agreement in the form attached hereto and subject to final credit approval.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Contractor Agreement

This **CONTRACTOR AGREEMENT** ("**Agreement**"), effective as of _____ ("**Effective Date**"), is made and entered into by and between DRIPPING SPRINGS RANCH PARK-CITY OF DRIPPING SPRINGS (hereinafter "**Owner**") and Daikin Applied (hereinafter "**Contractor**").

WHEREAS, Contractor is in the business of providing equipment, labor and/or material, which may involve subcontracting a third party ("Subcontractors") to provide labor and material, to perform the scope of work described in **the Quote** No. Q-54419 Dated: 01/30/26 hereto ("**Work**"), and,

WHEREAS, Contractor has offered to perform the Work for Owner with respect to the property located at 1042 EVENT CENTER DRIVE DRIPPING SPRINGS, Texas 78620 (hereinafter "**Property**");

WHEREAS, Owner desires to retain Contractor to perform the Work;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements of the parties, it is agreed as follows:

1. **Work. Subject to credit approval**, Contractor agrees to furnish all labor, materials, tools, equipment, and samples necessary to complete the Work. Contractor acknowledges that in providing such Work, it shall at all times comply with all laws and regulations affecting, Contractor. Owner agrees that Contractor may retain one or more subcontractors ("**Subcontractors**") to perform the Work through a Subcontract Agreement.
2. **Term of Agreement**. Contractor will commence Work on the commencement date ("**Commencement Date**"). Owner will notify Contractor of the Commencement Date in writing by issuing a Notice to Proceed. The Notice to Proceed shall be issued at least fourteen (14) days before the Commencement Date. Upon substantially completing the Work, Contractor shall present a Certificate of Substantial Completion to Owner.
3. **Contract Price**. For full performance of the Work in conformance with this Agreement, Owner shall pay the Contractor the fixed sum specified in **the Quote** hereto ("**Contract Price**"), subject to adjustment per mutual agreement of the parties should the scope of Work change. The Contract Price does not include sales tax.
4. **Relationship of Parties**. Contractor is retained by Owner only for the purpose and to the extent set forth in this Contractor Agreement. Contractor's relationship with Owner shall, during the entire term of this Contractor Agreement, be that of an independent contractor. Contractor, and any employee, agent, servant, officer, director or shareholder of Contractor, shall not be deemed an agent, servant, or employee of Owner.
5. **Compliance with Laws**. Contractor and Owner agree that parties shall comply with all federal, state, and local laws and regulations applicable to its activities under this agreement, including without limitation to the hiring, safety, and taxation of its employees, as well as obtaining and maintenance of any applicable licenses and/or permits as required by all laws and regulations applicable to its activities under this Agreement.
6. **Insurance**. At all times while performing the Work, Contractor shall maintain, at its sole cost and expense, insurance as customary within the industry. If requested Contractor will present a copy of their certificate of insurance.
7. **Indemnification**. It is the parties' obligation to defend and indemnify upon prompt receipt of written notice to defend, indemnify, and hold harmless each other's officers, directors, employees, and agents, from and against those damages, liabilities, claims, and causes of action, for property damage, personal injury or death (including without limitation injury to or death of employees or any subcontractor thereof) (jointly referred to as "Claims"), directly caused by Contractor's negligence, gross negligence, or willful misconduct of the indemnifying party during the performance of the Work.
8. **Default**.
 1. A default occurs under the terms of this Agreement if: (a) Contractor substantially fails to perform any of its material obligations under this Agreement; (b) if Owner becomes insolvent, and/or; (c) if Owner fails to tender payment to Contractor under this Agreement for thirty (30) days after the date such payment is due (together "Event of Default").

2. Upon the occurrence of an Event of Default, the non-breaching party shall provide written notice to the breaching party ("Notice of Default"). Upon receipt of the Notice of Default, the breaching party shall immediately correct the default. If the breaching party fails to correct the default for thirty (30) days after receipt of the Notice of Default, or fails to provide evidence that appropriate corrective action is in reasonable process, the non-breaching party may terminate this Agreement upon written notice ("Notice of Termination"). The parties shall have any legal remedies at their disposition, as allowed by local law.
9. **Termination.** Absent an uncured Event of Default, this Agreement may only be terminated only by the consent of the parties.
1. The termination shall be evidenced by: (a) execution of a single writing; (b) signed by Contractor and Owner; (c) that specifically identifies this Agreement, and (d) states that Owner and Contractor terminate this Agreement as of a specified date ("Termination Agreement").
 2. Prior to execution of the Termination Agreement, Contractor shall present Owner with an Application for Payment for actual Work rendered under this Agreement as of the date the parties intend to execute the Termination Agreement, and Owner shall pay Contractor the amount requested in the Application Payment contemporaneously with the parties execution of the Termination Agreement.
10. **LIMITATION OF LIABILITY: NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, DELAY, LIQUIDATED, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFITS, GOODWILL, OR OTHER BUSINESS INTERRUPTION DAMAGES, THAT ARISE OUT OF OR RELATED IN ANY WAY TO THEIR PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED ON STATUTE, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER CLAIM OR THEORY OF RECOVERY OR LIABILITY WHATSOEVER, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN OR NOT.**
11. **Warranty.** All equipment furnished hereunder is provided with the manufacturer's warranty as the exclusive warranty for such equipment. Contractor provides such warranty as a pass-through to Owner. The manufacturer's warranty for equipment manufactured by Daikin Applied and Daikin North America are attached hereto and incorporated herein by this reference. The Contractor agrees to perform Work in a manner which is in accordance with industry standards for the operation, appearance, and public perception established by those engaged in a business similar to that of Contractor. Subcontractor Agreements will contain warranties that Subcontractors will perform the Work in a similar manner. Valid for one year from completion of the Work.
12. **Asbestos and Hazardous Materials.** In the event Contractor encounters asbestos, lead and/or other hazardous materials, Contractor will stop work and notify Owner, and shall have the right to suspend its work at no penalty to Contractor until such products or materials and the resultant hazards are removed. Completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Owner shall remediate any asbestos, lead or other hazardous materials at Owner's expense, and shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, upon, beneath, about or inside Owner's equipment or property, shall bear title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, and shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Owner shall defend, indemnify, reimburse and hold harmless Contractor and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, in connection with the services performed hereunder. Contractor reserves the right to engage others in a subcontractor status to perform the work hereunder.
13. **Confidentiality.** Owner agrees to keep confidential and use its best efforts to cause any sales representative and employees to keep confidential all trade secrets, proprietary, and confidential information (hereinafter

“Confidential Information”) related to Daikin Applied and safeguard all Confidential Information from disclosure or use by any person directly or indirectly under Owner’s control. Confidential Information does not include (i) information which is in the public domain other than through a breach of this clause and (ii) information which was received by Owner independently of Daikin Applied. Neither expiration nor termination of this Agreement for any reason shall release Owner from the obligations of this Section.

14. **Notices.** Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (b) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (c) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

If to Contractor:

Daikin Applied Americas Inc.
Attn: Legal Department
13600 Industrial Park Blvd
Plymouth, MN 55340

If to Owner:

DRIPPING SPRINGS RANCH PARK-CITY OF DRIPPING
SPRINGS
Attn: Lily Sellers

1042 EVENT CENTER DRIVE DRIPPING SPRINGS, Texas
78620

The foregoing addresses may be changed from time to time by notice to the other party in the manner hereinbefore provided for.

15. **No Waiver.** A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of said party's rights under any other provision.
16. **Severability.** If any provision hereof is deemed to be invalid or unenforceable under applicable law, the remaining provisions of this Agreement shall continue to be enforceable.
17. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, except conflicts of law which may require the application of another jurisdiction's laws.
18. **Miscellaneous.**
 1. Force Majeure. Notwithstanding anything to the contrary contained in the Agreement, Daikin Applied shall have a reasonable opportunity to cure any alleged unmet performance obligations thereunder. Additionally, in the event either party is delayed in its performance due to causes outside its reasonable control, the time for such party's performance will be extended for a period of time reasonably necessary to overcome the delay.
 2. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties with respect to the Work and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. No modifications or alterations shall be made to this Agreement unless in writing and agreed upon by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date, the corporate parties by their officers duly authorized.

OWNER:

DRIPPING SPRINGS RANCH PARK-CITY OF
DRIPPING SPRINGS
Lily Sellers
1042 EVENT CENTER DRIVE
DRIPPING SPRINGS, Texas 78620

CONTRACTOR:

Daikin Applied Americas

13600 Industrial Park Boulevard
Plymouth, MN 55441

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this 20th day of November, 2024 by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the "City") and **Daikin Applied Americas, Inc. dba Daikin Applied**, (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

1. **Project Summary:** Contractor to perform preventative maintenance of HVAC systems units as further described in Attachment "A" and Attachment "B" (the "Services").
2. **Standard of Care:** The Contractor will provide the Services in accordance with the terms of this Agreement in a timely, courteous, professional, and workmanlike manner consistent with applicable generally accepted industry standards of quality and integrity.
3. **Attachment:** All attachments to this Professional Service Agreement are hereby made part hereof as if fully set out herein

Attachment A: Contractor Quote for Dripping Springs Ranch Park MA Renewal

Attachment B: CA04294 Maintenance Agreement Proposal

4. **Payment for Services:** The City will pay the Contractor for the performance of the Contract, in current funds, not to exceed \$25,896 (the "Cap") within 30 days of City's receipt and approval of an invoice following completion the Services. Payment shall be made in current funds to the address specified by the Contractor in the invoice, provided the services invoiced have been satisfactorily completed. If additional work is needed, payments in excess of the Cap must be approved by the City in writing.
5. **Sales Tax Exemption:** The City is exempt from payment of sales, use, rental and certain excise taxes in accordance with Chapter 151 of the Texas Tax Code. Contractor acknowledges and agrees that no such tax shall be included in any invoice or request for payment. City shall cooperate with the Contractor in providing any necessary documentation to evidence the City's tax-exempt status, including providing a completed Texas Sales and Use Tax Exemption Certification form upon request.
6. **Invoice Rejection and Correction:** The City reserves the right to reject any invoice that is incomplete, inaccurate, or not in compliance with the terms of this Agreement. In the event of an invoice rejection, the City will provide written notice to the Contractor specifying the reasons for rejection. The Contractor shall correct and resubmit the invoice within ten (10) business days of receipt of the rejection notice. The City's payment timeline will recommence upon receipt of the corrected invoice.
7. **Duration:** This Agreement shall be in effect through to the completion of the Services and payment for such Services unless terminated as provided below or if all work associated with Agreement is completed.
8. **Termination:** Either party may terminate this Agreement by a thirty (30) day written notice.

- 9. Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for services of any kind.
- 10. Employees:** Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.
- 11. Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.
- 12. Indemnification.** Despite anything to the contrary in this Agreement, and in accordance with applicable law and the *Texas Constitution*, the City does not agree to indemnify the Contractor for any expenses in any way connected with this Agreement.
- 13. Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
- 14. Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: City Administrator
 City of Dripping Springs City
 P.O. Box 384
 Dripping Springs, TX 78620

For the Contractor:

Daikin Applied Americas, Inc.
 d/b/a Daikin Applied
 P.O. Box 35690
 Louisville, KY 40232-5690


Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

- 15. Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties. If a conflict exists between this Agreement and Attachment "A" or Attachment "B", this Agreement shall prevail.
- 16. Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- 17. Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 18. Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- 19. Governing Law and Venue:** This Agreement shall be construed under and in accordance with the laws of The State of Texas. The venue for any and all legal disputes arising under this Agreement shall be a court of competent jurisdiction located in Hays County, Texas. Despite anything to the contrary in this Agreement, no disputes arising out of or related to this Agreement shall be subject to arbitration or non-binding mediation unless both parties agree in writing to submit a specific dispute to arbitration or non-binding mediation after such dispute arises.
- 20. Consequential Damages.** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
- 21. Site Access and Safety.** City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Contractor will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including City's contractors, subcontractors, or other parties present at the site.

THE CITY:
City of Dripping Springs




 Michelle Fischer
 City Administrator



 Date

CONTRACTOR:
Daikin Applied Americas, Inc.



Dillon Varner (Nov 25, 2024 11:25 CST)
 Name: Dillon Varner
 Title: District Manager

25/11/2024

 Date

ATTACHMENT A



October 10, 2024

Quote #: Q-56986

DRIPPING SPRINGS RANCH PARK-CITY OF DRIPPING SPRINGS
PO BOX 384
DRIPPING SPRINGS, Texas 78620

Re: **C04294_4 Dripping Springs Ranch Park MA Renewal**
Previous Quote Proposal Being Renewed #: Q00056502

Site: **DRIPPING SPRINGS RANCH PARK – 1042 EVENT CENTER DRIVE, DRIPPING SPRINGS, Texas**

Thank you for your continued confidence in our ability to meet your HVAC needs this past year. We appreciate your business and look forward to serving you in the coming year. The anniversary date for contract per the above referenced agreement is 09/01/2024.

This notice provides a renewal of the original equipment and scope and includes an increase as a result of rising costs in material, labor, and operating expenses and is per the original terms and conditions of the agreement (*does not include applicable taxes*).

The contract renewal term will be 09/01/2024 through 08/31/2027 in the following amounts of:
(year 1) \$8,376.20 Eight Thousand, Three Hundred Seventy Six dollars and Twenty cents

| Year | Term | Investment Price |
|------|------------------|---------------------------|
| 1 | 9/1/24 – 8/31/25 | \$8,376 (\$2,094/quarter) |
| 2 | 9/1/25 – 8/31/26 | \$8,628 (\$2,157/quarter) |
| 3 | 9/1/26 – 8/31/27 | \$8,892 (\$2,223/quarter) |

Terms: Quarterly billing, due upon receipt

Please confirm this letter by signing below. If you require a purchase order be referenced, please send a copy along with the signed letter. Should you have any questions or concerns regarding the renewal, please reach out to me or our Regional Contract Coordinator, Krystal Jackson via email at: krystal.jackson@daikinapplied.com.

Thank you very much. We look forward to working with you again this year.

Sincerely,
Adam Neveu
Sr. Account Manager
Daikin Applied

Customer Acknowledgement

Name

Date

Should you have any questions regarding this renewal, contact me in the office at (512) 217-9945 or via email at: adam.neveu@daikinapplied.com.

PO #

Authorized by:
Dillon Garner
Daikin Applied District Manager

ATTACHMENT B

MAINTENANCE AGREEMENT PROPOSAL



C04294 Dripping Springs Ranch Park MA ADDITION |

MA

1042 Event Center Dr,
Dripping Springs, TX
78620

Proposal #: Q-00056502
License #: TACLA009356C

Prepared for:

Craig Rice

Dripping Springs Ranch Park
6/15/2021

Prepared by:

Adam Neveu
SSR III
San Antonio District
Mobile: +1 5122179945
E-mail: adam.neveu@daikinapplied.com

Maintenance Agreement Proposal 1 ©2021 Daikin Applied
PROPOSAL #Q-00056502



Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Maintenance Agreement proposal for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services. Daikin is pleased to offer this proposal for your consideration.

Scope of Work

Daikin shall perform preventive maintenance of HVAC systems units.

Includes:

- Quarterly maintenance on HVAC systems:
- Two (2) Daikin Maverick RTUs
- Two (2) Carrier 17-ton RTUs
- Two (2) Carrier split systems (3-ton and 4-ton)
- One (1) Greenheck packaged unit
- One (1) mini-split system
 - One annual and three operational services
- Annual condenser coil washing
- Annual blower belt replacement
- Quarterly Filter replacement of 2" and 4" pleated air filters, merv 8
- Quarterly cleaning of mini-split washable filter and condensate pump.

Program Overview

The owner is requesting a preventive maintenance program which will provide routine inspection and maintenance of the covered equipment. Timely inspections can minimize or prevent unscheduled down-time by detecting deficiencies early. Scheduled factory recommended maintenance will ensure efficient operation and maximum equipment life. Repairs by trained technicians keep the equipment operating to specification.

Owner operator knowledge is a key component of any maintenance program. During equipment inspections, Daikin Applied recommends owner participation to help them learn proper equipment operation and early problem recognition that can minimize service outages and increase satisfaction.



Personnel

Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair service.

Emergency Coverage: Available 24 hours a day, 7 days a week, 365 days a year. Emergency Response is on a time and material basis.

Duration:

This agreement shall remain in effect for an initial term of 3 year(s) beginning on 11/1/2021 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this agreement.

Payment will be In Advance as follows: on the first day of each Quarter beginning on 11/1/2021 the (Effective Date) of this agreement, Daikin will provide an invoice in the amount of \$1,857.00 and will be due upon receipt.

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.



Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Maintenance Agreement proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$7,428.00 Seven Thousand, Four Hundred Twenty-eight dollars and Zero cents

**Price does not include applicable sales tax*

| Year | Amount |
|--------|----------------------------------|
| year 1 | \$7,428.00 (\$1,857/quarter) |
| year 2 | \$7,656.00 (\$1,914/ quarter) |
| year 3 | \$7,896.00 (\$1,974/ quarter) |

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Craig Rice
Dripping Springs Ranch Park

Site Address:
1042 Event Center Dr,
Dripping Springs, TX
78620

Accepted by:

Approved by:
Kimberly Moore

(Print Full Legal Name of Customer)
Craig Rice

(Signature)

(Print Full Legal Name of Daikin Applied Representative)
Kimberly Moore

(Title)

(Signature)
District Manager

Date:

(Title)
Jul 12, 2021

Date:

Note: This Agreement is subject to final approval by Daikin Applied.



Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Maintenance Agreement proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

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Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Craig Rice
Dripping Springs Ranch Park

Site Address:
1042 Event Center Dr,
Dripping Springs, TX
78620

Accepted by: Bill Foulds, Jr.
 (Print Full Legal Name of Customer)
Bill Foulds, Jr.
 (Signature)
Mayor
 (Title)
 Date: July 9, 2021

Approved by: _____
 (Print Full Legal Name of Daikin Applied Representative)

 (Signature)

 (Title)

 Date:

Note: This Agreement is subject to final approval by Daikin Applied.



Inspection Program Responsibilities

1. Daikin Applied agrees to:

- a) Furnish its Inspection Service during normal working hours, unless otherwise specified on page 1 herein, on the Equipment, in accordance with the Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.
- b) Provide a written report to the Customer about the condition of the Equipment and any recommendations for necessary repairs or enhancements to maintain capacity, reliability, and efficiency.
- c) Instruct the person(s) responsible for Equipment operation and familiarize them with normal operation.

2. Customer agrees to:

- a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from Daikin Applied in conjunction with the performance of this Agreement.
- b) Allow Daikin Applied to start and stop the Equipment in order to perform services specified in this Agreement.
- c) Operate the Equipment in accordance with Daikin Applied instruction and to notify Daikin Applied promptly of any change in the usual operating conditions.
- d) Provide reasonable means of access to the Equipment and building.
- e) Employ only Daikin Applied personnel or persons authorized by Daikin Applied to perform all work on the Equipment, except for operation of same.

3. It is understood that, except to the extent otherwise provided in the Maintenance Agreement Equipment Schedule, the services and maintenance provided for herein includes only those items listed herein. It does not, for example, include any of the following:

- a) Normal daily and weekend functions of stopping/starting the Equipment covered hereunder.
- b) The maintenance of space conditions or system performance.
- c) The changing or cleaning of air filters.
- d) Piping or ductwork.
- e) Damage due to freezing weather.
- f) Water treatment.
- g) Corrosion or erosion damage to water and/or air side of Equipment (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, and coils.)
- h) Disconnect switches, fuses and circuit breakers.
- i) Portable recorders
- j) Complementary equipment (for example, but not limited to the following: cabinets, fixtures, water boxes, water supply lines and drain lines, and painting for appearance).
- k) Boiler shell, tubes, and refractory material.
- l) Replacement of complete unit.
- m) Any items of equipment that are recommended or required by Insurance Companies, Government, State, Municipal or other authorities.

Activities Section & Tasking List

Presented below are the tasks to be performed by type of equipment covered in the equipment schedule, Note: asterisk * indicates the specific task will be performed only if applicable to the specific piece of equipment.

Roof Top / Packaged or Split Systems (Unitary Equipment, Heating and cooling) Manufacturer/Model/Serial:

Daikin|MPS040F|FBOU130702190
Daikin|MPS040F|FBOU130702190
Carrier|50LC0A17A|4319P25629,
Carrier|50LC0A17A|4319P25630,
Carrier|25HBC360A600|1413E04809,
Carrier|25HBC348A600|3212E10794,
Grenheck|38MGRQ48E|2619V10524

Operational Inspection:

- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Replace air filters and/or media.
- Inspect evaporator drain pan and condensate trap for cleanliness. *
- Check condensate pump operation. *
- Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow)
- Check belts for condition, proper tension, and alignment. Adjust tension if required. Replace if part of the service agreement. *
- Inspect, clean and/or lubricate all mechanical moving components, bearings, and couplings as needed.
- Inspect chilled water piping and valves for leakage; check condition of unit and pipe insulation.
- Visually inspect coils for damage, obstructions, and cleanliness.
- Check compressor operation. Check oil level in compressor. *
- Check operation of crankcase heater. *
- Check operation of low ambient control devices. *
- Review all microprocessor diagnostic codes. *
- Start unit and check operating and safety controls.
- Check superheat and sub-cooling and adjust.
- Check sight glass(es) for flashing / moisture and/or oil presence. *
- Complete operating log of temperatures, pressures, voltages, amperages, and review all readings.

Pre-Cooling (Spring)- Seasonal Inspection:

- Check in with facility maintenance manager to discuss any operating issues or deficiencies.
- Check unit for proper operation, interlocks, controls, and excessive noise or vibration.
- Tighten all starter, motor, and control connections.
- Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.
- Meg compressor motor and record readings.
- Replace air filters and/or media.
- Visually inspect coils for damage, obstructions, and cleanliness.
- Inspect water piping and valves for leakage; check condition of unit and pipe insulation.
- Clean evaporator drain pan and condensate trap. *
- Check condensate pump operation. *
- Check ductwork for condensation and air leaks at the unit. *
- Adjust blower belts if needed, Check for condition, proper tension, and alignment. Replace if required.
- Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow)
- Check and Lubricate motor and fan bearings, screws, and motor mounts.
- Check vibration isolation pads and springs. *
- Check unit controls, thermostat, economizer, valves, dampers, louvers, linkage, and shutters. Lubricate all pivot points. *
- Check inlet guide vanes and discharge dampers for proper setup and operation. Lubricate per manufactures recommendations. *
- Check operation of refrigerant cycle, reversing valve, pump-down cycle, controls, refrigerant charge and oil level. *
- Complete operating log of temperatures, pressures, voltages, amperages, and review all readings.
- Check motor operating voltage and amperages.
- Check compressor operation.
- Check operation of crankcase heater. *
- Check operation of low ambient control devices. *
- Check operation of unit control module. *
- Review all microprocessor diagnostic codes. *
- Start unit and check operating and safety controls.
- Check superheat and sub-cooling and adjust.
- Check sight glass(es) for flashing / moisture and/or oil presence. *
- Review services performed and report any uncorrected deficiencies to facility maintenance manager.

Coils Services:

- Clean condenser coils.

DAIKIN APPLIED AMERICAS INC.
TERMS & CONDITIONS

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Daikin Applied. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Daikin Applied.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date show on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Daikin Applied's credit department. Terms of payment are net due upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Daikin Applied reserves the right to add to any account outstanding more than 30 days interest at 1 1/2% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Daikin Applied including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that Daikin Applied determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Daikin Applied shall inform Customer of the equipment condition and remedy. Daikin Applied shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in the Maintenance Agreement, the customer shall receive forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the Maintenance Agreement or set forth in the notice of adjustment.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof, provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Daikin Applied upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Daikin Applied's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Daikin Applied, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Daikin Applied, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Daikin Applied is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Daikin Applied shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Daikin Applied any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Daikin Applied and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Daikin Applied shall have the right to suspend its work at no penalty to Daikin Applied until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Daikin Applied reserves the right to engage others in a subcontractor status to perform the work hereunder.
11. Customer agrees to provide Daikin Applied personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Daikin Applied shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Daikin Applied.

Maintenance Agreement Proposal 8 ©2021 Daikin Applied
PROPOSAL #Q-00056502



12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Daikin Applied.
13. In the event that Daikin Applied is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Daikin Applied's control, Customer shall pay Daikin Applied for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Daikin Applied rates for performing such services.
14. Daikin Applied shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Daikin Applied, Daikin Applied shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. Daikin Applied shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of Daikin Applied. In no event will Daikin Applied's liability for direct or compensatory damages exceed the payment received by Daikin Applied from customer under the instant agreement.
16. Daikin Applied extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Daikin Applied expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific Services done by Daikin Applied. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.**
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.








Daikin Applied (002)

Final Audit Report

2024-11-25

| | |
|-----------------|--|
| Created: | 2024-11-25 |
| By: | ADAM NEVEU (Adam.Neveu@daikinapplied.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAGI3oknjeGkrWWqUKX1JxeMLznGtnjPKV |

"Daikin Applied (002)" History

-  Document created by ADAM NEVEU (Adam.Neveu@daikinapplied.com)
2024-11-25 - 5:16:45 PM GMT
-  Document emailed to Dillon Varner (dillon.varner@daikinapplied.com) for signature
2024-11-25 - 5:17:24 PM GMT
-  Email viewed by Dillon Varner (dillon.varner@daikinapplied.com)
2024-11-25 - 5:24:09 PM GMT
-  Document e-signed by Dillon Varner (dillon.varner@daikinapplied.com)
Signature Date: 2024-11-25 - 5:25:09 PM GMT - Time Source: server
-  Agreement completed.
2024-11-25 - 5:25:09 PM GMT

CERTIFICATE OF INTERESTED PARTIES

FORM 12

Item 4.

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2026-1421281

Date Filed:
 02/16/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Daikin Applied Americas Inc. d/b/a Daikin Applied
 Minneapolis, MN United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 C04295
 Quote 00056502 Maintenance agreement

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Daryl Wheeler, and my date of birth is _____.

My address is 12100 Crownpoint Drive Suite 150, San Antonio, TX, 78233, USA.
(city) (state) (zip code) (country)

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

Executed in Bexar County, State of Texas, on the 16 day of February, 20____.
(month) (year)

Daryl Wheeler
 Signature of authorized agent of contracting business entity
 (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 12

Item 4.

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
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1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
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City of Dripping Springs

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C04295
Quote 00056502 Maintenance agreement

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



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

Submitted By: Michelle Fischer, City Administrator

Council Meeting Date: April 21, 2026

Agenda Item Wording: **Discussion and possible action to approve the Road and Easement Interlocal Agreement between the City of Dripping Springs and the Dripping Springs Independent School District regarding Rathgeber Natural Resource Park. Sponsor: Mayor Bill Foulds, Jr.**

Agenda Item Requestor: Michelle Fischer, City Administrator

Summary/Background: The City has requested access to Rathgeber Natural Resource Park through property owned by the District located at 294 Mira Vista Dr. The District has offered access to the City through the draft Road and Easement Interlocal Agreement. Major points of the agreement are:

- District and City agree to enter into future agreement that grants an easement and right of way to City by District.
- City will assume maintenance responsibility of Phase I when the City begins construction of Phase II of the road.
- Easement will be used for construction of Phase II of the road and associated improvements; testing, inspections, and surveys necessary for completion of construction; and to access City's park property.
- DSISD will provide City access to property for surveying, inspection, and coordination of construction.
- City's Project Manager will coordinate construction of Phase II of the road with DSISD staff.
- Granting easement to the City serves a public purpose and provides a public benefit, and will be granted without monetary consideration.
- City will bear all costs associated with design, permitting, construction, operation, and maintenance of Phase II of the road.
- The City will be responsible for the operation and maintenance of Phase I of the road once construction of Phase II begins.
- DSISD will deliver survey, title commitment, exception documents, known encroachments, utility conflicts, and any existing easements affecting the corridor within 6 months of the effective date of the Interlocal Agreement.

- Phase I road contractor will provide two year maintenance bond following City’s acceptance of Phase I road, naming City as an obligee.
- City will not allow any waste on property, allow/create a nuisance to exist on property, or use property for any unlawful purpose.

Recommended Council Actions:

Approve the Interlocal Agreement

Attachments:

Draft Interlocal Agreement, including Attachment A - Description of Property; and Attachment B - Description of Easement, ~~and Attachment C - Form of Easement.~~

Next Steps/Schedule:

Notify District of City Council action.

ROAD AND EASEMENT INTERLOCAL AGREEMENT

between

City of Dripping Springs

and

Dripping Springs Independent School
District

Contract No. DSI20260427

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ROAD AND EASEMENT INTERLOCAL AGREEMENT

THIS ROAD AND EASEMENT INTERLOCAL AGREEMENT IS ENTERED BY AND BETWEEN THE CITY OF DRIPPING SPRINGS AND THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.

WHEREAS, this Agreement is entered pursuant to the Texas Government Code Section 791.001 et seq., Interlocal Cooperation Act. All payment and other consideration in furtherance of the objectives of the Agreement shall be paid from current revenues of the City and DSISD, as those payments are allocated under this Agreement. The amounts and services exchanged between City and DSISD are amounts that fairly compensate both entities for the real property, services and functions performed under the Act; and

WHEREAS, the City and DSISD are political subdivisions fully authorized by Chapter 791 of the Texas Government Code and Sections 11.153-154 of the Education Code to make and enter into this Agreement; and

WHEREAS, the City and DSISD desire to provide the citizens of their respective and shared jurisdictions enhanced opportunities for access to public services; and

WHEREAS, DSISD is the owner of the property located at 294 Mira Vista Drive, Dripping Springs, TX 78620 (“Property”), in the extraterritorial jurisdiction of the City of Dripping Springs, Hays County, Texas, fully described in Attachment A; and

WHEREAS, DSISD constructed a road on the Property to serve the DSISD facilities (the “Phase I Road”) for DSISD and the City’s benefit with additional specifications and in compliance with state laws that allows for the expansion of Phase II Road by the City. The City desires to have access to the Phase I Road for the purposes outlined below. The City has plans to expand the Phase I Road in the future with additional improvements and to include a public road as described below (the “Phase II Road”); and

WHEREAS, the City requires an Easement over a portion of the Property and an access easement to Phase I Road for road construction and related improvements as necessary; and

WHEREAS, DSISD has covered the costs of Phase I Road. The costs associated with building Phase II Road will be assumed by the City; and

WHEREAS, the City and DSISD agree to enter into a future easement agreement for the necessary portion(s) of the Property and Phase I Road for City’s access and expansion of Phase II Road.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE CITY AND DSISD AGREE AS FOLLOWS:

Article 1. GENERAL

1.1 Recitals

The foregoing recitals are incorporated into this Agreement by reference as if expressly set forth herein.

1.2 Effective Date

This Agreement shall be effective on the date upon which all the binding signatures of all Parties to this Agreement are affixed. Despite anything in this Agreement, this Agreement is not effective for construction or maintenance obligations until Attachments A, B, and C are fully completed and attached, including metes-and-bounds descriptions, exhibit sketches, and the final form of easement.

Article 2. DEFINITIONS

In this Agreement:

- (a) **“Act”** means the Interlocal Cooperation Act.
- (b) **“Agreement”** means this Road and Interlocal Agreement.
- (c) **“City”** means the City of Dripping Springs, a General Law, Type-A municipality located in Hays County, Texas.
- (d) **“City Representatives”** means the City, its officials, employees, representatives, contractors, and agents.
- (e) **“Contractor”** means the contractor or contractors retained by DSISD to perform the road construction contemplated by this Agreement.
- (f) **“DSISD”** means the Dripping Springs Independent School District, a political subdivision and public school district of the State of Texas.
- (g) **“Phase I Road”** the land, road and improvements as described and depicted in Attachment “B” (attached hereto).
- (h) **“Phase II Road”** the land, road and improvements as described and depicted in Attachment “B” (attached hereto).
- (i) **“Parties”** means both DSISD and City.

- (j) **“Property”** means the property owned by the District located at 294 Mira Vista Drive, Dripping Springs, TX 78620 and more particularly described in Attachment “A” (attached hereto and incorporated by reference).
- (k) **“Road”** means the complete Road including the Phase I Road and Phase II Road.

Article 3. GRANT AND USE OF EASEMENT

3.1 Grant of Easement

DSISD, for and in consideration of the public purposes served by each public entity, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agrees to enter into a future agreement to grant to the City an Easement and Right of Way, over, on, and across the Property ~~described and~~ conceptually depicted in Attachment “AB” (attached hereto and incorporated by reference) (“Easement”) for the purposes stated in this Agreement, and to have access between the City’s property and the Road pursuant to the specifications agreed to by the Parties. Prior to establishing the easement boundary, the City shall coordinate with the District during the schematic design of the Road, including reasonable consultation regarding alignment, access, and adjacent campus considerations. The easement will be granted in a form similar to the attached as Attachment “C.” The City shall have no obligation to commence construction, assume maintenance responsibility, or incur costs for Phase II or for any portion of Phase I unless and until the Easement has been fully executed and delivered in recordable form.

~~The Easement to be granted pursuant to this Section shall have a minimum width of sixty (60) feet, consisting of thirty (30) feet on each side of the final centerline of the Phase I and Phase II roadway improvements, as such centerline is established following completion of schematic design for Phase II by the City.~~

~~In addition to the permanent Easement, the District shall grant such temporary construction easements as are reasonably necessary for roadway construction, including but not limited to areas for grading and side slopes, which may extend up to twenty (20) feet beyond the limits of the permanent Easement.~~

~~DSISD further agrees to grant a permanent drainage easement at locations where required by the final engineering design, which may extend beyond the limits of the permanent Easement or as otherwise reasonably necessary to accommodate drainage infrastructure and function.~~

3.2 Scope of Use

3.2.1 Scope of Use

The Easement granted under this Agreement may be used solely for:

- (a) Construction of a public road and associated improvements including utilities, drainage facilities, slopes, retaining walls, sidewalks, signage, striping, lighting if needed, emergency access, relocation of existing facilities, ingress and egress for City contractors, and continuing rights for maintenance, repair, replacement, and reconstruction;
- (b) Testing, inspections, and surveys necessary for completion of construction; and
- (c) Access to City property at Rathgeber Park.

3.2.2 No Parking is permitted on any part of the Road.

3.3 Access to Property

DSISD shall provide the City Representatives with unrestricted access to the Property for surveying, inspection, construction, and appraisal of the Roads and to coordinate the construction of Phase II. Access shall be coordinated with DSISD staff. Such coordination is for safety and school operations only and may not unreasonably delay, condition, or withhold access. DSISD contact for this project shall be: Scott Berry, Chief Operations Officer, scott.berry@dsisdtx.us or call at (512) 858-3032. City Contact for this project shall be Garrett Osborne, gosborne@cityofdrippingsprings.com, or [Michelle Fischer mfischer@cityofdrippingsprings.com](mailto:Michelle.Fischer@cityofdrippingsprings.com) or call at (512) 858-4725.

3.4 Due Diligence

Either Party may at its own option and expense may research title history of the property made subject of this Agreement. DSISD shall deliver, within six months of the effective date of this agreement, the current survey, known encroachments, utility conflicts, as-builts documents for Phase I; and any existing easements affecting the corridor.

Article 4. COMPENSATION AND ROAD CONSTRUCTION

4.1 Compensation

The Easements subject to this Agreement will be granted without monetary consideration. The District, as a political subdivision of the State of Texas, acting pursuant to its lawful authority, including but not limited to Texas Constitution Article III Section 52 and Texas Constitution Article XI Section 3, hereby finds and determines that the granting of these Easements to the City serves a legitimate public purpose and provides a clear public benefit to the District, its students, and the community, including, without limitation, improved access, traffic circulation, and public infrastructure.

The District expressly determines that this grant is not a gratuitous conveyance or a donation of public funds or thing of value in violation of Texas law.

The Parties agree that such public benefit constitutes adequate and sufficient consideration to support this conveyance and that appropriate controls are in place to ensure the public purpose is carried out. Nothing herein shall obligate the District to expend funds or incur costs, and the City

shall bear all costs associated with the design, permitting, construction, operation, maintenance, repair, and replacement of Phase II of the Road, and with the operation, maintenance, repair, and replacement of Phase I of the Road once completed. For greater certainty, the City bears only costs for City-approved Phase II work, and only after final easement delivery.

4.2 Compliance with Laws

All construction shall comply with all applicable federal, state, and local laws, including but not limited to public procurement and state bidding requirements.

4.3 City Inspection Rights

The City shall have the unfettered right to inspect the construction of Phase I at any reasonable time to ensure compliance with approved plans and specifications. The City shall coordinate inspections with the DSISD contact.

Article 5. ROAD MAINTENANCE AND GUARANTEES

5.1 Road Maintenance

The District is currently maintaining the Phase I Road and will continue to do so until the maintenance responsibility for Phase I is transferred to the City. The maintenance transfer from the District to the City for the Phase I Road will occur when the City has conducted, to its satisfaction, a pre-construction meeting with the primary contractor engaged for the construction of the Phase II Road.

5.2 Waste

DSISD and the City will not commit, or allow to be committed any waste on the property, create or allow any nuisance to exist on the property, or use or allow the property to be used for any unlawful purposes. Any Party causing waste, nuisance, or unlawful condition shall promptly remedy such condition at its sole cost.

Article 6. MISCELLANEOUS

6.1 Joint Signage

DSISD agrees that the City shall have the right to install, maintain, repair, replace, and use, jointly with DSISD, a monument sign or other mutually used entry sign on DSISD's Property at the location shown on Attachment "A" and identified generally as the area near Mira Vista Drive and the main school entrance. The Parties acknowledge that such joint sign location is outside the Easement area for the Road, and the rights granted in this section are separate from and in addition to the Easement rights granted elsewhere in this Agreement and shall not be deemed to limit or reduce the City's rights relating to the Road. DSISD shall reasonably cooperate with the City in connection with the permitting, approval, installation, maintenance, repair, replacement, and utility service for such joint sign. The final design, size, materials, and displayed content of the joint sign shall be subject to mutual written approval, not to be unreasonably withheld, conditioned, or delayed. Unless otherwise agreed in writing, the City may perform or cause to be performed the installation, maintenance, repair, and replacement of the joint sign.

6.2 Assignment

Neither Party's obligations under this Agreement may be assigned or transferred to any other person, firm, or corporation without the prior written consent of the other Party.

6.3 Authority

By executing this Agreement, each Party represents that such Party has full capacity and authority to grant all rights and assume all obligations that have been granted and assumed under this Agreement.

6.4 Compliance with Laws

Each Party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and applicable to the Parties performing the terms and conditions of this Agreement.

6.5 Governmental Immunity

To the extent permitted by law, neither DSISD nor the City waive any governmental immunity. Any provision herein interpreted by a court of law to waive the City governmental immunity is void.

6.6 Entire Agreement

This Agreement (including any and all Attachments attached hereto) constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral. Amendment

This Agreement may only be amended in writing signed by both parties.

6.7 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

6.8 Notice

- (a) All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:
 Attention: City Administrator
 City of Dripping Springs

 P.O. Box 384
 Dripping Springs, TX 78620

For DSISD:
 Attention: Superintendent
 Dripping Springs Independent School
 District
 P.O. Box 479
 Dripping Springs, Texas 78620

- (b) Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

6.9 Force Majeure

Each of the Parties shall be excused from any delays and failures in the performance of the terms and conditions of this agreement, to the extent that such delays or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

6.10 Governing Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under this lease are performable in Hays County, Texas. Whenever the context requires, singular nouns and pronouns include the plural and plural nouns and pronouns include the singular. This Agreement shall benefit and bind the respective heirs, legal representatives, successors and assignees of the parties herein. Any modification, amendment or alteration of this Agreement shall only be effective and binding if the modification, amendment or alteration is in writing and signed by the duly authorized representative of each party.

6.11 Venue

The venue for any and all legal disputes arising under this Agreement shall be a court of competent jurisdiction located in Hays County, Texas.

6.12 Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties and delivered to the other Party. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6.13 Section Headings, Attachments

The article, section and subsection headings of this Agreement, shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The attachment(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

6.14 Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof.

6.15 Further Instruments

6.16 Both the City and DSISD agree to timely execute and deliver any instruments in writing necessary to carry out any agreement, term, or condition within this Agreement whenever needed. Binding Effect

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT.

THE CITY:
City of Dripping Springs

DSISD:
Dripping Springs Independent School District

Bill Foulds, Jr.
Mayor

Dr. Holly Morris-Kuentz
Superintendent

Date

Date

LIST OF ATTACHMENTS

Attachment A – Description of District Property & Joint Sign Location

Attachment B – Description of Easement location (map and sketch)

Attachment C – Form of Easement

ATTACHMENT “A”:
Description of District Property

ATTACHMENT “B”:
DESCRIPTION OF EASEMENT LOCATION
(ADD MAPS AND SURVEY)

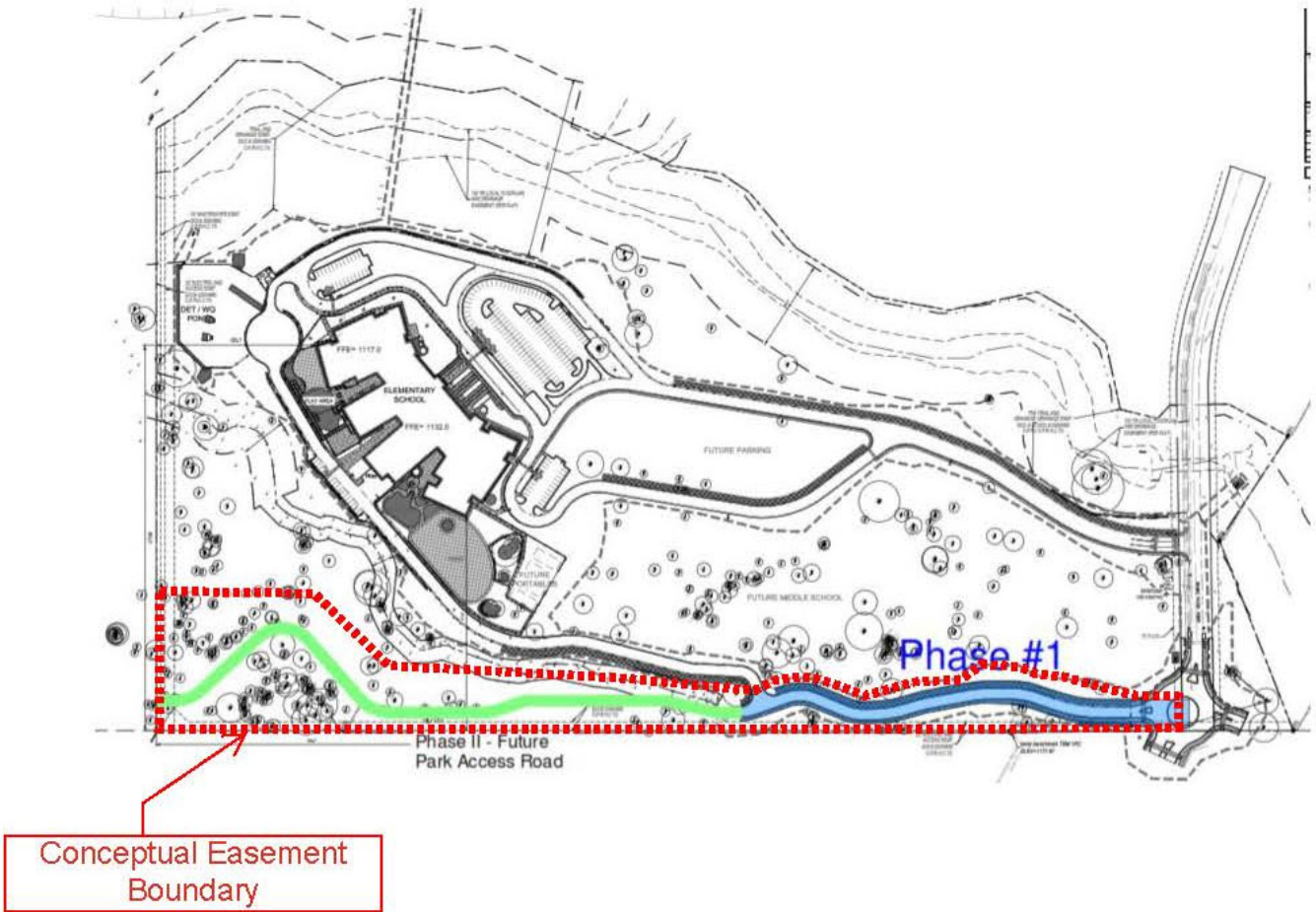
**ATTACHMENT “C”:
FORM OF EASEMENT AGREEMENT**

ATTACHMENT "A": Description of District Property & Joint Sign Location

Being 64.52 acres, more or less, out of the following surveys: the Levi Lewis Survey No. 154, Abstract No. 639, the John F. Gilbert Survey No. 1717, Abstract No. 811, the W.R. Wood Survey, Abstract No. 567, and the Edward Brown Survey No. 136, Abstract No. 44, Hays County, Texas, being more particularly described by metes and bounds below; portions of which have been dedicated as Lot 76, Block E, and Lot 3, Block G of FINAL PLAT ESTABLISHING HEADWATERS AT BARTON CREEK, PHASE 4, SECTION 6, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded under Document No. 2020-20005500 of the Official Public Records of Hays County, Texas.



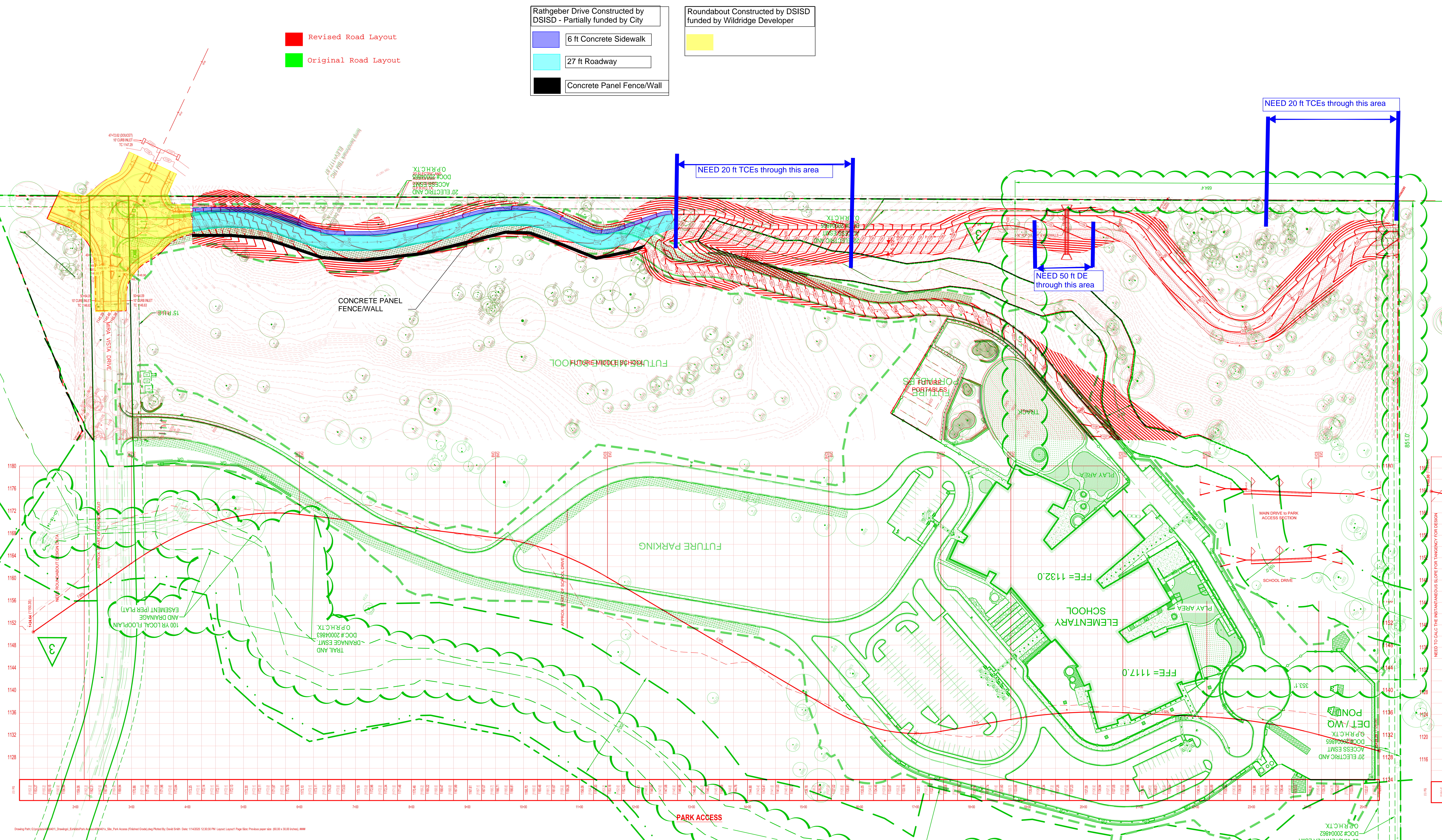
ATTACHMENT "B":
CONCEPTUAL DESCRIPTION OF EASEMENT LOCATION
(LOCATION OF EASEMENT IS APPROXIMATE)



■ Revised Road Layout
■ Original Road Layout

Rathgeber Drive Constructed by DSISD - Partially funded by City
 6 ft Concrete Sidewalk
 27 ft Roadway
 Concrete Panel Fence/Wall

Roundabout Constructed by DSISD funded by Wildridge Developer





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

Submitted By: Tory Carpenter, Planning Director

Council Meeting Date: April 21, 2026

Agenda Item Wording: **Discussion and possible action to approve the Interlocal Agreement between the City of Dripping Springs and the Dripping Springs Independent School District ("District") regarding Development Regulations ("Development ILA") and to authorize the Mayor or City Administrator to execute the Development ILA only upon both: (1) the Agreement's approval by the District in substantially the form presented to City Council, and (2) the City and District each approving and executing a Road and Easement Interlocal Agreement between the and the District regarding Rathgeber Natural Resource Park. Sponsor: Mayor Bill Foulds, Jr.**

Agenda Item Requestor: Tory Carpenter, Planning Director

Summary/Background: On January 20, 2026, City Council approved the Tree Removal Waiver, conditioned on the adoption of an Interlocal Agreement between the District and the City by May 1, 2026. Additionally, on February 20, 2026, City Council approved a delay in the payment of site development permit fees until May 20, 2026. The fees due by the District will be dependent on adoption of this Interlocal Agreement by City and the District.

Major points of the agreement include:

- Development standards for school facilities
- Permit review process and timelines
- Site selection coordination
- Building permit process
- Construction timing and sequencing
- Traffic impact analysis requirements
- Inspections and certificates of occupancy
- Landscaping and tree preservation
- Tree mitigation and alternative credits
- Lighting regulations (including athletic facilities)
- Signage and windscreens
- Fee waivers and third-party review costs

**Commission
Recommendations:**

N/A

**Recommended
Council Actions:**

Approve the Interlocal Agreement effective upon approval of the Road and Easement Interlocal Agreement by the Dripping Springs Independent School District.

Attachments:

Interlocal Agreement
Summary Table

Next Steps/Schedule:

DSISD Board to approve the Interlocal Agreement April 27.

**Dripping Springs ISD
Interlocal Agreement Summary
April 21, 2026**

| Tree Mitigation | | | |
|---|--|---|---|
| Topic | Code (CODS) | ILA Proposal (DSISD) | Comparison / Impact |
| Heritage Tree Definition | Heritage tree = 18" DBH or greater, except certain small species that qualify at 8" DBH. | Heritage tree = 24" DBH or greater, and 18" for small tree species. | ILA raises the threshold, meaning fewer trees qualify as heritage trees, reducing protection requirements. |
| Standard Tree Definition | Standard trees are protected trees defined in the code and counted toward preservation requirements. | Standard tree defined as 8"-23.9" DBH. | ILA creates a simplified size-based definition that may differ slightly from the code's species-based thresholds. |
| Standard Tree Preservation Requirement | 40% of total DBH inches of standard trees must be preserved through the tree preservation plan. | 20% of total DBH inches of standard trees preserved. | Half required preservation from standard code |
| Heritage Tree Preservation Requirement | Heritage trees must be preserved unless a waiver is granted by the Development Review Committee. | Heritage trees do not require a removal waiver but must be mitigated. | Code prioritizes preservation, while the ILA allows removal with mitigation only. |
| Heritage Tree Mitigation Ratio | 3:1 replacement ratio (three inches planted per inch removed). | 1:1 mitigation ratio. | ILA significantly reduces mitigation requirement. |
| Standard Tree Mitigation Ratio | 1:1 replacement ratio. | Not explicitly modified. | Appears consistent unless further modified in the ILA. |
| Heritage Tree Mitigation Fee | \$450 per inch DBH (removed). | \$150 per inch DBH (removed). | ILA is 1/3 code fee. |
| Maximum Tree Mitigation Fee | No per-acre mitigation cap referenced in the code section. | Maximum mitigation fee capped at \$10,000 per acre. | ILA introduces a hard cap that could greatly reduce mitigation payments on large school sites. |
| Alternative Mitigation Options | Code primarily relies on replacement trees or mitigation fee. | Allows alternative strategies (rainwater reuse, condensate reuse, drought-adapted landscaping). | ILA expands mitigation tools beyond tree replacement. |
| Fees | | | |
| <ul style="list-style-type: none"> • City Base Fees – Waived • 3rd Party Review Fees – Cost+20% (unchanged from fee schedule) • District to grant easement for Rathgeber park at no cost to the City. | | | |

**Dripping Springs ISD
Interlocal Agreement Summary
April 21, 2026**

| Topic | Code (CODS) | ILA Proposal (DSISD) | Comparison / Impact |
|----------------------------|--|---|--|
| Lighting Compliance | Subject to full Lighting (Dark Sky) Ordinance, including curfews and shielding requirements. | Must comply with Lighting Ordinance but with modified operational allowances. | ILA generally maintains compliance but introduces operational flexibility. |
| Lighting Curfew | Strict curfew limits for non-residential uses. | Lights allowed 30 minutes before and up to 1 hour after events or staff activities. | ILA relaxes curfew standards for school operations. |
| Athletic Facility Lighting | Subject to standard lighting restrictions. | Explicitly allowed with extended hours tied to events. | ILA provides clarity and expanded use for athletic facilities. |
| Sign Permit Requirements | Permits generally required depending on sign type and location. | No permit required for most school signage unless visible from ROW or noncompliant. | ILA reduces administrative oversight of signage. |
| Internal / Campus Signage | Regulated under sign ordinance. | District has full control of internal signage (except ROW). | ILA shifts control to District for on-campus signage. |
| Monument Signs | Subject to size and type restrictions under code. | Allowed up to 8' height, 14' length, 84 sq ft, including electronic. | ILA establishes specific allowances that may differ from code limits. |
| Electronic Signs | Strict regulations on size, frequency of change, and display characteristics. | Message may change more frequently; no flashing/scrolling. | ILA loosens operational restrictions on electronic signage. |
| Windscreens | Typically regulated as signage depending on visibility. | Allowed, including outward-facing on tennis courts. | ILA clarifies and expands allowable use of windscreens. |

**INTERLOCAL AGREEMENT BETWEEN DRIPPING SPRINGS INDEPENDENT
SCHOOL DISTRICT AND THE CITY OF DRIPPING SPRINGS**

This Interlocal Agreement (“Agreement”) is between the **Dripping Springs Independent School District**, an independent school district and political subdivision of the State of Texas located in Hays County, Texas, hereinafter referred to as “**DSISD**” or “**District**”, and the City of Dripping Springs, a Type A General Law Municipality in the State of Texas located in Hays County, hereafter referred to as “City.”

RECITALS

WHEREAS, the District and the City are authorized by the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq., and Texas Education Code Sections 11.153-154, to enter into an agreement in order to increase the efficiency and effectiveness of local governments to the greatest extent possible. All payment and furtherance of the objectives of the Agreement shall be paid from current revenues of the City and the District, as those payments are allocated under this Agreement. The amounts and services exchanged between City and District are amounts that fairly compensate both entities for the functions performed under this Agreement;

WHEREAS, the purpose of this Agreement is to establish consistent land development standards, review procedures and review periods for educational facilities constructed by the District within the City’s corporate limits or extraterritorial jurisdiction, as applicable and appropriate;

WHEREAS, it is the intent of the governing bodies of the City and the District to provide the citizens of their respective and shared jurisdictions enhanced opportunities for access to public services, enable the District to conduct long range funding and construction planning by relying on the development of standards and terms set forth in this Agreement;

WHEREAS, it is the goal of the District and the City to provide cost-effective education as well as to provide safety to the citizens and children of the District and the City as a healthy, successful, and quality school system benefiting the public and businesses in the community;

WHEREAS, by entering into this Agreement, the parties seek to establish regular effective communication and maintain a cooperative working relationship with the goal of enhancing public education through consistent development standards and reasonable charges for City services.

NOW THEREFORE, for good and valuable consideration of the mutual promises and conditions contained in this Agreement, the District and City, acting by and through their respective governing bodies, do hereby agree as follows:

ARTICLE I DEFINITIONS

Each term shall have the meaning assigned to it in the City Code of Ordinances, unless specifically defined in this Agreement. In addition, each of the following terms shall have the meaning assigned to this Article:

Administratively Complete: A development application has been submitted with all information, forms, plans, documents, and fees required by the City’s applicable ordinances, regulations, and published application checklists, as determined by City staff upon initial review. An application is considered administratively complete when it contains sufficient information for the City to begin substantive review, even if additional information or clarification may be requested during the review process. The determination of administrative completeness does not preclude the City from subsequently requiring the applicant to provide supplemental information necessary for a full evaluation of the application under applicable standards.

Conditional: A permit that allows a landowner to use their land in a way not permitted by the City’s zoning regulations or partially complying with the zoning regulations.

Day: Unless otherwise specified, a “day” means a calendar day.

Development Review Committee or DRC: The interdepartmental body of City staff designated by the City to conduct coordinated review of development applications, provide technical comments, determine administrative completeness where applicable, and issue recommendations or decisions pursuant to the City’s development codes, policies, and procedures.

DBH: Diameter at Breast Height, measured 4.5 feet above ground.

Educational Facility: Any building, arena, structure, or site used for educational purposes including preschool, primary, and secondary schools, sport and activity facilities, temporary classrooms, administration, and accessory uses owned, constructed, or operated by the District.

Impact Fees: Charges assessed by the City in accordance with applicable law to fund or recoup the costs of capital improvements or facility expansions necessitated by and attributable to new development, including but not limited to water, wastewater, roadway, and drainage impact fees, together with any credits, offsets, or exemptions as provided by law or City ordinance.

Major Revision: In this Agreement, the term “major revision” is synonymous with the term “site plan revision” as commonly used in the City’s Planning Department procedures for site plan permitting.

Minor Revision: In this Agreement, the term “minor revision” is synonymous with the term “site plan correction” as commonly used in the City’s Planning Department procedures for site plan permitting.

Plan Set: Collection of construction drawings, including but not limited to sheets, images, blueprints which describe a construction project.

Public Improvements: Facilities or structures, including, but not limited to, electric transmission facilities, water and wastewater lines and facilities, streets, and other transportation improvements, and drainage facilities, that are necessary for the operation or occupancy of an Education Facility. Public Improvements may be owned by the City or may be dedicated to the City.

Site Development Permit: the City authorization required to commence site work associated with development, including but not limited to grading, excavation, fill, drainage improvements, utility installation, paving, driveways, parking, landscaping, tree removal subject to regulation, erosion and sedimentation controls, and other civil/site improvements, as defined and regulated by applicable City ordinances and manuals.

Site Plan: Graphic representation of existing and proposed new construction or improvement to a site.

Submittal Requirements: means the minimum information, plans, forms, studies, reports, exhibits, and fees that must accompany a development application for the City to determine administrative completeness and commence substantive review, as set forth in applicable City ordinances, administrative rules, and published checklists or guidance, as may be amended from time to time.

Temporary Building/Classroom: A movable or modular building used for School District purposes constructed on a chassis and designed to be towed over public roads, designed for year-round occupancy, designed for use without a permanent foundation (but which may sit on a permanent foundation), and designed to be connected to one or more utilities. A temporary classroom may consist of one or more sections that can be telescoped when transported and expanded later for additional capacity, or if two or more sections, separately transportable but designed to be joined into one integral unit (otherwise known as “mega-portables” or “modular classrooms”). Temporary Buildings are designated by the District for education related purposes as portable or temporary classroom buildings or for administrative or maintenance purposes. Temporary Buildings may either be constructed in accordance with Title 7, Subtitle C, Chapter 1202 of the Texas Occupations Code (Industrialized Portable Building) or constructed in accordance with the technical codes of the City.

Temporary Certificate of Occupancy or TCO: A written authorization issued by the City allowing conditional occupancy or use of a building or site, prior to final completion and issuance of a Certificate of Occupancy, upon a determination by the City that (a) the building or portion to be occupied can be safely used for its intended purpose; (b) all life-safety systems and required access are operational; and (c) outstanding items are minor, non-life-safety in nature and can be completed within a defined time period under conditions specified by the City, which may include bonds, escrow, or other assurances.

Third-Party Review: Any technical or professional review, analysis, or inspection of a development application or related materials performed by a consultant, contractor, or professional who is not a City employee, and who is engaged by the City or, where authorized, by the District, to assist the City in exercising its regulatory review, inspection, or enforcement functions. Third-Party Review includes, without limitation, engineering, traffic, environmental, geotechnical, architectural, landscaping, arboricultural, building construction, lighting, and legal reviews, and associated inspections and certifications.

Variance: A discretionary authorization granted by the City to depart from the literal terms of an applicable ordinance, standard, or requirement where, due to special conditions, strict application would result in practical difficulty or unnecessary hardship, and where the relief granted is consistent with the spirit and purpose of the regulation and will not be detrimental to public health, safety, or welfare. A Variance does not include waivers expressly provided by ordinance, administrative adjustments authorized by code, or legislative changes.

ARTICLE II GOVERNING LAW AND PURPOSE

2.1 The foregoing recitals are incorporated into this Agreement by reference as if expressly set forth herein.

2.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for all purposes incidental to this Agreement shall be in Hays County, Texas.

The District and City jointly acknowledge respective legal obligations to comply with all applicable local policies, state, and federal regulations relating to land development and construction. City and the District acknowledge that future legislation and Attorney General Opinions may be inconsistent with terms of this Agreement. In such event, either party may request a modification to this Agreement to reflect the new legislation or opinion. If the other party is unwilling to amend this Agreement to reflect the new legislation or opinion, then the requesting party may, upon giving 30 (thirty) days written notice to the other party, terminate this Agreement.

2.3 Existing Facilities and Sites. This Agreement shall apply to the development, remodeling, and expansion of any new or existing educational facility owned by the District, or existing facilities of the District. The term “educational facility” shall encompass any and all indoor and outdoor facilities (including athletic facilities) constructed or owned by the District. Any site plan, or building permit approved by the City prior to the effective date of this Agreement, may, at the District’s option, be resubmitted and modified or phased in accordance with this Agreement.

2.4 Applicability. Nothing in this Agreement shall be construed to limit or prevent the District from purchasing, leasing or acquiring any building or structure that does not comply with the terms of this Agreement. Conversion or use of a building or structure as an educational facility must comply with this Agreement. The terms of this Agreement shall apply only in the event of a development permit application to the City by the District. The District shall be exempt from all

land development ordinances of the City in cases where the District is adding temporary classroom buildings on an existing school campus (in accordance with Texas Local Government Code § 212.902(b)).

2.5 Notification. The District shall not be obligated to notify adjacent property owners of the District’s intent to initiate any reviews or approval by, or communications with the City, or any development addressed in this Agreement, unless notification is required by state law. If the City chooses to notify any person of the District’s activity pursuant to this Agreement, such notification shall be at the City’s cost.

**ARTICLE III
TERM**

3.1 Term. All provisions of this Agreement shall be in full force and effect for the term of five (5) years from the effective date hereof, unless terminated sooner by the mutual agreement of the parties hereto. Unless, upon the expiration of the initial five (5) year term, the District or City is in default of its obligations under this Agreement.. Prior to the date of termination, the respective governing bodies of the parties hereto may mutually agree to extend the term of, or modify, this Agreement. Either party may terminate this Agreement for convenience upon one (1) year’s written notice to the other party. Any ongoing project will not be affected by the termination of this Agreement.

**ARTICLE IV
SITE SELECTION**

4.1 Site Selection. The development standards in this Agreement shall serve as a guideline for the selection and/or designation of land as a site for an educational facility to be built by the District. Except as to property or properties owned or under contract by the District as of the effective date of this Agreement, the District may formally meet with the City to discuss applicable site selection(s) and development issues prior to the District entering into any formal contract or letter agreement for the acquisition of such property. The City and the District shall work jointly to make the site(s) and/or expansion of a proposed educational facility operationally safe and cost effective. Considerations for the selection of a site may include existing and future roads and traffic patterns and utility extensions, although the ultimate decision for a site shall rest with the District.

4.2 Meeting Requirement. The District may request such a meeting, either verbally or in writing, and all parties shall use their best efforts to hold such a meeting within five (5) days of the date of request. The District may, prior to a formal meeting with the City, conduct a development assessment of the site and may consult with the City regarding development-related information, which the City shall reasonably provide.

ARTICLE V
PREDEVELOPMENT, DEVELOPMENT & BUILDING PERMIT PROCEDURES

5.1 Pre-Submittal Development Meeting. Representatives of the City and the District, including any professionals engaged by either party, or their designees, shall meet prior to the submittal of a Site Development Permit Application. The District shall request a Pre-Submittal Meeting no later than 30 days before the District’s anticipated submittal of a Site Development Permit Application.

Consideration shall be given to various development issues, including (a) driveway locations; (b) school zone limits; (c) potential deviations from the standards of this Agreement and applicable City ordinances and rules; (d) such other topics as agreed between the parties. A predevelopment meeting shall be held within seven (7) days of verbal or written request by the District. The City may provide comments to the District on their Project during the Pre-Submittal meeting or within fifteen (15) days after the meeting.

5.1b Interlocal Agreement Applicability Summary. With each application for a Site Development Permit, Building Permit, or other development approval, the District shall submit a copy of this Agreement and a written summary identifying the provisions of this Agreement applicable to the request, including any modifications to City review timelines, fees, and development standards.

5.2 Preliminary Site Plan. The District shall submit a Preliminary Site Plan depicting the information shown on the applicable checklist of the City’s Development Guide in effect on the date of the predevelopment meeting.

Once the application is administratively complete, The City shall review the Preliminary Site Plan and provide the District with written comments within twenty-eight (28) days of the application submittal date, whichever is later (the “First Round Review Comments”).

After the District’s receipt of the City’s First Review Comments, the District shall submit written responses to each of the City’s comments (the “District’s First Response Comments”).

The City shall conduct a second review of the Site Plan and the District’s First Response Comments and provide the District with written comments (the “Round Two Review Comments”) within fourteen (14) days of receiving the District’s First Response Comments. In the event the City’s Second Review Comments indicate that additional matters remain unresolved, the City’s and the District’s representatives shall meet to resolve the remaining issues preventing permit approval. Such meeting shall occur within ten (10) days of the City issuing its Second Review Comments or Round Two. The meeting shall be held in person or by videoconference or by teleconference at the sole discretion of the City having regard to the nature of the issues to be discussed.

5.3 Final Site Plan. The Final Site Plan shall be submitted by the District by the date of submittal of a Site Development Permit Application. The Final Site Plan shall depict the information shown on the applicable checklist of the City’s Development Guide in effect on the

date of the predevelopment meeting. DSISD may request a temporary certificate of occupancy in accordance with City ordinances, of which the permit may be issued in the City's discretion. If the City has additional edits at this stage of review (Round Three of Review) the City and the District shall hold an in-person meeting no later than seven (7) days after submittal of the Final Site Plan.

5.4 Platting. The City and DSISD acknowledge that, subject to applicable laws other than City ordinances and regulations, DSISD is not required to plat property that is to be or is being used for school DSISD purposes.

5.5 Subdivision and Review Fees. The payment and/or waiver of fees shall be regulated pursuant to Article IX.

5.6 Site Development Permit. Following the process described in Section 5.2 and after resolution of all outstanding issues , the City shall issue the Site Development Permit.

5.7 Minor Revisions to Approved Site Plan Prior to or During Construction. DSISD may submit minor revisions to an approved Site Plan prior to or during construction to the City. Within five (5) business days of DSISD's request for a minor revision, the City shall either approve the request if the minor revision is consistent with this Agreement and applicable City ordinances and rules, or the City shall issue written comments if the revision is inconsistent with applicable ordinances and rules. "Minor revisions" under this Section are defined as alterations to an approved Site Plan which comply with this Agreement, and it can be reasonably determined that such revisions generally (a) do not generate more than ten percent (10%) additional site traffic above the overall approved Site Plan, or significantly affect traffic or pedestrian patterns in an adverse manner; (b) do not move a building more than fifty (50) feet, if the building is not moved to within a setback area; and (c) do not adversely impact fire lane circulation. A request for a minor revision shall be made in writing and shall be accompanied by revised construction and/or engineering reports.

5.8 Building Permit. DSISD shall apply for a Building Permit at least thirty (30) days prior to the date DSISD anticipates it will require such Building Permit for the construction of improvements within the City's jurisdiction. In the event that the City determines that a Building Permit Application fails to meet the minimum submittal requirements of this Agreement or applicable building codes, the City shall notify the District of same within three (3) days of submittal and indicate the application's deficiencies. Fees will be assessed during the initial application review, and the District must pay fees prior to the second submittal. The City shall otherwise review, or cause to be reviewed, such Building construction plans and issue to the District written comments within ten (10) days of submittal. After the District's receipt of written comments from the City, the District shall submit written responses to each of the City's comments within ten days of receipt. The City shall otherwise review, or cause to be reviewed, such Building Construction Plan revisions and issue to the District written comments or approval within five (5) days.

At the District's request, the City's and the District's representatives shall meet to discuss issues preventing Building Permit approval. Such meeting shall occur within ten (10) days of the District's meeting request.

The plan revision and comment response process will continue until the building permits are approved. If, after a meeting to discuss remaining issues, the plans are not approved, the parties may continue to exchange comments and revisions until approval is obtained. A Building Permit shall be approved prior to the commencement of construction of any improvement requiring a Building Permit, unless otherwise authorized by the City in writing. A building permit is not required for any construction in the City's ETJ.

5.9 Fiscal Surety. In the event the District (or contractors hired by the District) constructs any street, drainage, or utility lines or facilities which are to be dedicated or conveyed to the City for ownership and operation, the District shall not be required to post any escrow, letter of credit, bond or other form of financial guarantee so long as the District otherwise delivers to the City a letter from the District Superintendent agreeing on behalf of the District Board of Trustees to construct such improvements.

5.10 Impact Fees. In accordance with Texas Local Government Code § 395.022(b), nothing in this Agreement shall be construed as a consent or contract for the District to pay impact fees. Nor, however, does anything in this Agreement preclude the District from consenting to or contracting to pay impact fees as consideration for obtaining City services.

5.11 Date(s)/Time(s) for Construction. The District may perform construction at times other than those allowed by the City's ordinances which govern times of construction, with particular consideration being given for concrete pours. Despite anything in this Agreement, the City may receive, respond to, and forward to the District complaints from the public regarding construction activities.

5.12 Traffic Studies. The District must provide a traffic impact assessment or worksheet showing trip generation for new projects. The City may, at its discretion, require a full traffic impact assessment or internal circulation plan for reasonably relevant intersections.

5.13 Inspections and Issuance of Certificates of Occupancy. The City shall issue Certificates of Occupancy when all inspections have been passed, and all other Code compliance has been satisfied. The City shall issue the District a temporary Certificate of Occupancy in accordance with the City's building code, when applicable.

5.14 Temporary Building/Classroom. Upon issuance of the applicable permit, the District will be permitted to install or construct temporary buildings. In the interest of time, this process will be expedited by the City so that review comments are provided to the District no later than seven (7) days after submission of a complete application and shall not be unreasonably delayed. The City will grant the permit for the installation and construction of the temporary building within seven (7) days of the comments being resolved.

Temporary Buildings may either be constructed in accordance with Title 7, Subtitle C, Chapter c1202 of the Texas Occupations Code or constructed in accordance with the technical codes of the City.

5.15 Vertical Construction. The District may commence vertical construction on any project prior to paving, but not before there is access to the building for fire prevention, the District has installed compacted based materials and testing has been performed, and adequate fire flow is provided, including operational fire hydrants, in accordance with applicable Fire Code requirements. No foundation pour or other trade work may occur prior to the issuance of a building permit for projects within City limits. Preparatory work such as clearing, grading, and setting forms may proceed at the District's risk, but no concrete may be poured until the permit is issued. The district shall not commence any site development or vertical building construction until required erosion controls have been inspected by the City.

5.16 Major Revisions. If the District submits revisions to any application or plan required under this Agreement, which, in the City's reasonable judgment reflect a substantial increase in the scope of work to be reviewed, the City may require the District to submit a separate application or plan in respect of the proposed revision. In such cases, the timelines defined by this Article apply independently to the separate application or plan.

5.17 No Deemed Approvals. Nothing in this Agreement shall be construed as resulting in the automatic or deemed approval of a permit or application required under the City's Code of Ordinances in the absence of express written approval from the City.

5.18 Cut and Fill. The District's projects will be exempt from the City's cut and fill regulations.

ARTICLE VI LANDSCAPING AND TREE PRESERVATION

6.1 Landscape and Tree Preservation. The District shall, whenever practicable, identify protected, heritage, standard, and other protected trees, and implement a landscape plan for its projects.

6.2. District's Mitigation Plan. The District shall implement the following regulations for the preservation of trees or mitigation when applicable:

6.2.1. The District shall preserve no less than twenty percent (20%) of the total caliper inches of Standard trees within the Project area.

6.2.2. All Heritage trees are subject to mitigation and do not require a tree removal waiver.

6.2.3. Mitigation for Heritage trees may be accomplished by only one mitigation method. These methods include preservation of existing protected trees, relocation of the removed tree onsite, the payment of a fee in lieu of mitigations and the planting and replacing of new native trees to match the total caliper inches of the removed heritage trees. The heritage tree mitigation ratio shall be 1:1.

6.2.4. If the District must remove a heritage tree, and the mitigation method chosen is the payment of a fee in lieu of, the District shall pay a mitigation fee of One Hundred and Fifty Dollars per inch (\$150/inch) of trunk diameter removed.

6.2.5. For any specific project, the District's total mitigation fee obligation shall be capped to an amount up to, and not to exceed, Ten Thousand Dollars and No Cents per acre (\$10,000.00/acre) of the Project, calculated in accordance with this Section.

6.2.6. For purposes of this Article, a heritage tree is a tree with a diameter at breast height (DBH) of more than twenty-four (24) inches or larger, measured at about four and half feet (4.5ft.) above the ground, and of a desirable native species in Central Texas such as pecans, oaks, and elms, with an ecological and community value.

6.2.7. For purposes of this Article, a standard tree is a protected tree with a diameter at breast height (DBH) of more than eight (8) inches but less than twenty-four (24) inches, measured at about four and half feet (4.5ft.) above the ground.

6.3. Additional Mitigation Methods. Rainwater collection, condensate reuse, and drought-tolerant landscaping may be used to earn additional tree mitigation credits. Such credits shall be expressed in equivalent Standard Tree Inches and calculated in accordance with the following:

6.3.1 Credits shall be calculated based on projected annual water savings using the following conversion: *eight (8) Standard Tree Inches = [1000] gallons of water conserved per month on average. Projected annual water savings shall be calculated using standard engineering methodologies or manufacturer specifications.*

6.3.2 Rainwater Collection credits shall be based on the estimated annual volume of rainwater captured and reused by the system.

6.3.3 Condensate Reuse credits shall be based on the estimated annual volume of HVAC condensate collected and reused.

6.3.4 Drought-Tolerant Landscaping credits shall be based on the estimated reduction in annual irrigation demand achieved through the use of native or drought-adapted plant materials.

6.3.5 Credits earned under this Section may be applied toward satisfaction of the District's tree mitigation requirements.

6.4. Any additional mitigation method approved under Section 6 shall be documented in the applicable project-specific agreement, including measurable performance criteria, verification procedures, and the method by which such mitigation will be credited against applicable mitigation obligations.

6.5. The parties acknowledge that only one mitigation method may be used to satisfy the mitigation requirement for each Heritage tree pursuant to Section 6.

6.6. Fee Calculations. Fee calculations, including per-inch Heritage tree fees and the per-acre project cap, shall be set forth in a mitigation worksheet submitted to and approved by the City prior to commencement of tree removal activities.

ARTICLE VII LIGHTING, SIGNS, and SAFETY

7.1 Lighting Ordinance. The District is committed to comply with the City's Lighting Ordinance (Dark Sky Ordinance).

7.2 Facility Lighting. Outdoor lighting of any facilities of the District, including any outdoor competition facilities of the District such as football, baseball, tennis, softball, soccer or similar stadiums, shall be installed in accordance with the City's Lighting Ordinance.

7.3 Modified Lighting Curfews. The District shall have modified lighting curfews to provide for the safety of its students and staff. The District will be allowed to operate its outdoor lighting system at any facility as follows: 1) lights may remain on for one (1) hour after educational and athletic events conclude or for one (1) hour following the return of students and staff to the home facility after away events.; and 2) lights may operate thirty (30) minutes prior and thirty (30) minutes after staff schedules. The District shall comply with the other lighting curfew regulations in the Lighting Ordinance.

7.4 Signs and Windscreens. The City's Sign Ordinance generally does not require governmental entities, such as school districts, to obtain sign permits. Any sign that will be part of a new or existing educational facility may, in the District's discretion, be permitted as part of the Site Development Permit process. The District shall not be required to apply for or request the issuance of a sign permit for traffic control and directional signage or any signage in adjacent areas to the educational facility or on buildings and structures, unless the signs are visible from the public road right of way (ROW) or do not comply with the Sign Ordinance regulations. Signage within the confines of a sports field or court and signage on windscreens shall comply with the Sign Ordinance, however, signage on the tennis courts windscreens may face outward from the courts. Signs variances may be approved by the City's Development Review Committee subject to applicable City ordinances.

7.5 Allowed Signs. The District may use its standard signs as follows:

7.5.1 Monuments Signs. The District may use monument signs as it deems appropriate. Monument signs shall not exceed eight feet (8') in height, fourteen (14') in length, and eighty-four (84) square feet in sign area, and may include electronic signage.

7.5.2 Electronic Signs. The District may use electronic signs as long as they do not exceed eight feet (8') in height, fourteen (14') in length, and thirty-six (36) square feet in sign area. Despite any City ordinance to the contrary, the electronic message may change more than once per minute, but shall not flash, blink, or scroll.

7.5.3 Internal Signs: The District will have control of any signs used within its properties, with the exception of signs placed in the right-of-way (ROW).

7.6. Windscreens. The District's use of windscreens will be regulated, and if applicable, exempted, by the safety and security standards pursuant to Texas Administrative Code Chapter 61, Subchapter 61.1031(a)(2)(B)

ARTICLE VIII APPLICATION OF CITY ORDINANCES

8.1 Option to Develop Under Current Ordinances. The District may, at any time and at its option, choose irrevocably to develop a site in accordance with the current City ordinances and rules. If the District chooses this option, the provisions of this Agreement shall not apply to the

development of that site, and the development shall be in accordance with the City ordinances and rules in effect on the date that the complete development application is submitted to the City. However, this Agreement shall continue to be in full force and effect for all other developments undertaken by the District during the term hereof.

8.2 City Ordinances and Rule. It is the intention of the parties hereto that the terms of this Agreement; and any Exhibits attached hereto, shall supersede any conflicting requirements of the City’s land development ordinances and rules shall, to the extent of such conflict, be read in replacement of any of the City’s land development ordinances and rules, whether specified as being a “land development” ordinance or rule, or merely being related to such an ordinance or rule. However, this Agreement does not expressly supersede any applicable building codes as they may be amended from time to time and adopted by the City, except to the extent that the District, as a public school and political subdivision, may otherwise be exempt from such building codes or subject to any alternative building codes regulated by the City. In all matters not expressly provided for under this Agreement, the City’s standard development practices and ordinances apply.

**ARTICLE IX
FEES**

9.1. Fee Waiver. The City shall waive all standard municipal fees customarily imposed for site development and for commercial and multi-family construction building permits, plan checks, and related City processing in connection with District Project; provided, however, that this waiver does not apply to any fees expressly imposed by third-party governmental entities or utilities over which the City has no control, pursuant to Section 9.2.

9.2. Third-Party Review Services. Notwithstanding Section 9.1, if the City engages third-party consultants or service providers to review any building, site development, or construction-related applications, plans, studies, or inspections for the District’s Project, the District shall reimburse the City for the actual invoiced cost of such third-party services plus a twenty percent (20%) administrative markup.

**ARTICLE X
MISCELLANEOUS PROVISIONS**

10.1 Entire Agreement. This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting such matters. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect. The parties agree that by entering into this Agreement they have relied solely upon the representations and agreements contained in this Agreement and no other.

10.2 Interpretation. The singular form of any word used in this Agreement includes the plural, and vice-versa, unless the context requires otherwise. The use of a word of any gender in this Agreement includes all other genders, unless the context requires otherwise. This Agreement and all of the terms and provisions hereof shall be construed to effectuate the purposes contemplated hereby and sustain the validity hereof.

10.3 Notices. All notices required to be in writing herein will be deemed to be delivered when (a) deposited in the U.S. Mail, postage prepaid; (b) delivered to a courier delivery service for next working day delivery, delivery prepaid; or (c) delivered to the offices named below at the addresses set forth below with a signed and dated receipt. Any notice requiring a response in less than five (5) days shall be hand delivered. All notices shall be sent to the respective party at the address set forth below, or at such other address as may be specified from time to time by written notice in accordance hereto.

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

To the District:
Dripping Springs Independent School District
Attn: Superintendent
300 Sportsplex Dr.
Dripping Springs, TX 78620

10.4 Approval. This Agreement has been duly and properly approved by the City and the District, respectively, in full conformity with the Open Meetings Act, Section 551.001 et seq. of the Texas Government Code. This Agreement represents a binding and enforceable obligation on each party hereto.

10.5 Construction. This Agreement shall be construed in accordance with the laws of the State of Texas. The District and the City have each had a fair and reasonable opportunity to review this Agreement and to consult with legal counsel. This Agreement shall not be construed in favor of or against either party. Time is of the essence regarding the terms of this Agreement, including but not limited to, the time limits set forth in Article III hereof.

10.6 Third Parties. This Agreement is not intended to extend the liability of either party beyond that provided by law. Neither party waives any immunity or defense that would otherwise be available with respect to claims asserted by third parties. This Agreement does not confer any benefits, rights, or remedies upon any party except to the parties to this Agreement and their respective successor governmental entities.

10.7 Invalid Provisions. If a court determines that any provision hereof is invalid, illegal, or unenforceable, such provision shall be fully severable, and the remaining provisions hereof shall remain and continue in full force and effect.

10.8 Other Instruments. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Agreement.

10.9 Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective administrators, legal representatives and successor governmental entities.

10.10 Modification. Any modification, amendment or alteration of this Agreement shall only be effective and binding if the modification, amendment or alteration is in writing and signed by the duly authorized representative of each party.

10.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

10.12 Dispute Resolution. Except when a party believes that a risk of irreparable harm exists, the City’s Mayor and the District Superintendent, or their designees, shall attempt to resolve disputes prior to the institution of litigation. The City’s Code of Ordinances remains in effect during any dispute unless a court of competent jurisdiction orders otherwise.

IN WITNESS WHEREOF, the parties hereto (who, by signing below represent and acknowledge they have legal authority to bind their respective governmental entity) have caused this Agreement to be duly executed as of the date(s) set forth herein.

CITY OF DRIPPING SPRINGS

Dripping Springs Independent School District

Bill Foulds, Jr.
Mayor

Dr. Holly Morris-Kuentz
Superintendent

Date

Date

Staff Report: Old Fitzhugh Road Improvement Project Request for Bids

Leslie Pollack, Project Engineer
Laura Mueller, Deputy City Attorney



DRIPPING SPRINGS
Texas

Design Progress

TxDOT Approvals

- State Letter of Authority Issued 03/19/26
- Title Sheet Signed 03/30/26
- Form 1002 Signed for approval of Design Criteria 03/30/26
- Federal Project Authorization & Agreement signed 04/2/26
- Approved to Bid

CITY OF DRIPPING SPRINGS

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

CSJ# 0914-33-107
FEDERAL AID PROJECT NUMBER: STP 2B24 (550) TP


NET LENGTH OF PROJECT = 3,811.00 FEET = 3.81 MILES

**HAYS COUNTY
OLD FITZHUGH ROAD**

FROM: MOORE STREET TO: 90 ST


FOR THE CONSTRUCTION OF PAVEMENT IMPROVEMENTS, REVISION OF CONSTRUCTION OF AN 8" FIBER REINFORCED PLANK THE WEST SIDE OF OLD FITZHUGH ROAD BETWEEN 91 AND 94 ST, INCLUDES DRAINAGE AND SLOPE, AND PROTECTIVE IMPROVEMENTS, INCLUDING CURBS, MARKS, MISSED CURBSIDES, AND SAFETY LIGHTING.

CONSTRUCTION INCLUDES ASSOCIATED SIGNING, RECONSTRUCTION, DRAINAGE IMPROVEMENTS, AND LANDSCAPING.



HDR Engineering, Inc.
1111 South Orange Grove, Suite 100
Burr Ranch, TX 78868
Phone: 737-564-1100


03.23.26



Jesse D. Follack

Registered Accessibility Specialist
(RAM) Inspection Required

TOLR No. 24852025011783



LOCATION MAP NOT TO SCALE

ADJUSTMENTS: NONE
OMISSIONS: NONE
PAVING: PROPOSED: NONE

DESIGN SPEED

OLD FITZHUGH: 35 MPH

A.O.T.

ISSUED: 03/30/26
ISSUED BY:


FINAL PLANS

DATE OF LETTER: _____
DATE WORK BEGAN: _____
DATE WORK COMPLETED AND ACCEPTED: _____
FINAL CONTRACT COST: \$ _____
CONTRACTOR: _____
LIST OF APPROVED CHANGES: _____

I CERTIFY THAT THIS PROJECT WAS CONSTRUCTED IN ACCORDANCE WITH THE FINAL CONTRACT PLANS AND SPECIFICATIONS.

DATE: _____

REVISIONS AND CONSTRUCTION REVISIONS OTHER THAN THOSE INDICATED TO BE IN BLUE, SHOULD BE ACCOMPANIED BY THE NAME, DATE AND SIGNATURE OF THE CITY ENGINEER OR HIS/HERS AUTHORIZED REPRESENTATIVE.



Texas Department of Transportation

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REVISIONS FOR LETTER: _____

REVISIONS FOR LETTER: _____

REVISIONS FOR LETTER: _____

REVISIONS FOR LETTER: _____



Probable Construction Costs

| Old Fitzhugh Road | |
|----------------------------------|--------------------|
| Probable Construction Cost | \$8,204,586 |
| <i>Waterline Contingency</i> | <i>\$122,708</i> |
| <i>Environmental Contingency</i> | <i>\$10,000</i> |
| <i>Safety Contingency</i> | <i>\$358,283</i> |
| <i>ROW & Easements</i> | <i>\$233,227</i> |
| | |
| Total | \$8,928,804 |



Funding Allocation

| Old Fitzhugh Road | | |
|--------------------------------------|--------------------|--|
| Total | \$8,928,804 | |
| <i>Hays County POSCAC</i> | <i>\$1,605,000</i> | <i>Drainage, Landscape</i> |
| <i>TxDOT TASA</i> | <i>\$1,533,996</i> | <i>Sidewalks, Pedestrian Amenities</i> |
| <i>Dripping Springs Water Supply</i> | <i>\$488,000</i> | <i>40% of Waterline</i> |
| <i>TIRZ & City</i> | <i>\$5,301,808</i> | <i>Remainder</i> |
| | | |
| Total | \$8,928,804 | |

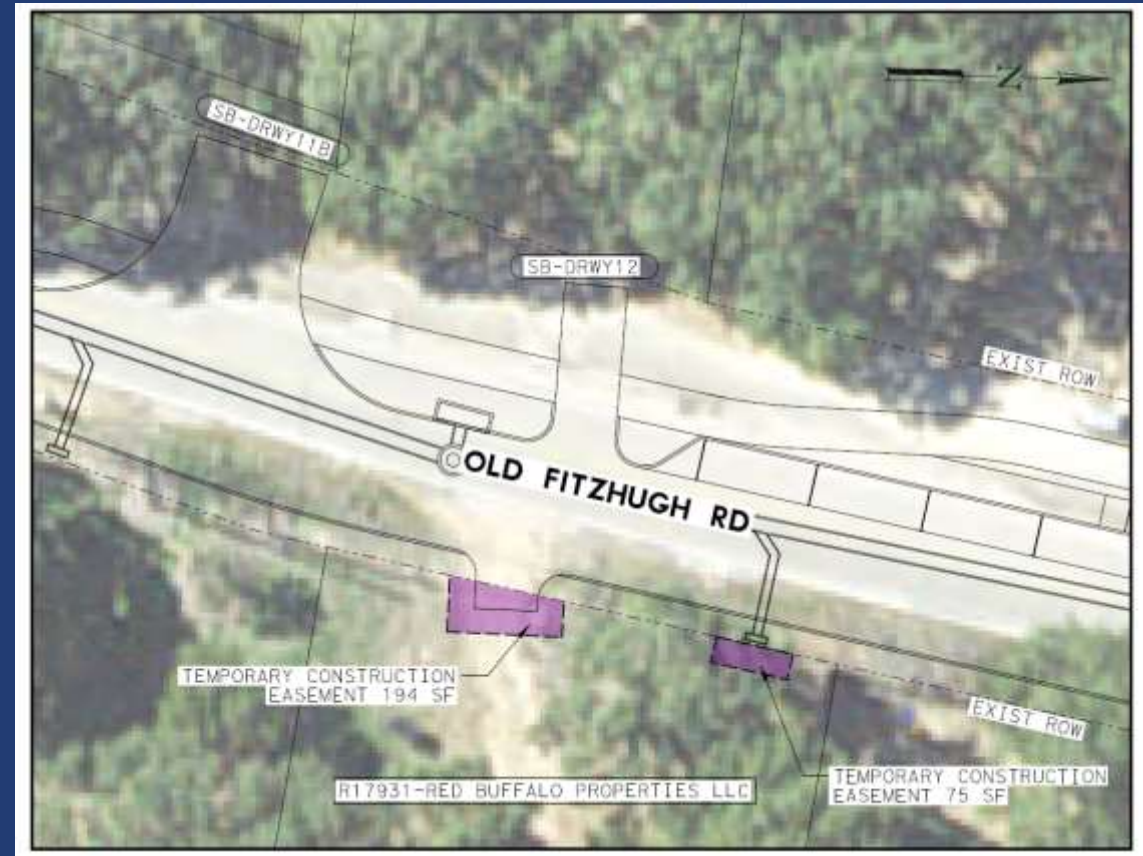


ROW & Easement Acquisitions

Temporary Construction Easements

(impacts construction start)

- 30 properties
- 7 pending (3 verbal approval, 4 in process)



DRIPPING SPRINGS
Texas

Solicitation Package

Proposed Schedule:

- Planned release of Bid Package 05/06/2026
- Optional Pre-Bid Conference 05/12/2026
- Planned Receipt of Bids by 05/28/2026
- TIRZ, City, Hays County, DSWSC, and TxDOT funding



Main Bid Items:

- Right-of-Way Preparation
 - Removing Concrete
 - Curb & Gutter
 - Driveways
 - Drainage
 - Lighting
 - Landscaping
 - Tree Protection
- Pedestrian Amenities
- DSWSC line move and replacement



Project Communication & Outreach

- City will host a stakeholder/townhall meeting at City Hall following contractor award and prior to construction start to introduce the contractor, review the project, and provide an opportunity for residents and businesses to ask question.
- Establish a dedicated project page on the City website to serve as the central source of information including project overview, schedule, anticipated impacts, and key contacts.
- Provide regular updates through the website during construction, including progress summaries, photos, and any changes to traffic control or access.
- Share advance notice of major construction activities that may impact access, traffic flow, or utilities, so businesses and residents can plan accordingly.



Project Communication & Outreach Continued

- Coordinate closely with impacted businesses and residents to help maintain access and visibility during construction and address concerns in real time.
- Utilize City communication channels such as email notifications, social media, and signage in the project area to reinforce updates and direct stakeholders to the project web page.



Next Steps

- TIRZ Board Recommended Approval of Bid Package 04/13/2026
- City Consideration of Approval to Bid 04/21/2026
- Advertise for Bid – 05/06/2026
- Bid Opening – 05/28/2026
- TxDOT Concurrence to Award - 08/19/26
- Construction Phase – August 2026 – June 2028



Questions?





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: 04/27/2026

Agenda Item Wording: Discussion, and possible action regarding the South Collector Sewer Line Construction Project Request for Bids

- A. Request for Bigs Package
- B. Schedule
- C. Project Funding

Agenda Item Requestor:

Summary/Background: The City of Dripping Springs is approaching capacity of its existing 15” gravity main serving all the current sewer flows from the City’s collection system. In preparation for future incoming flows from the East Interceptor and the Driftwood Golf and Ranch Club, the South Collector will take flows from the east side of our service area. The South Collector line starts north of FM150 then crossing the highway and following the City’s easement through the Cuncashca property (see attached schematic). Existing wastewater flows will also be diverted from the existing 15” gravity main to free up line capacity at some point in the future. The South Collector will terminate at the existing wastewater treatment facility, to be tied into the new headworks during the first phase of construction of the new discharge plant. Bid opening is planned for April 29, 2026, with construction to begin August 12, 2026. The estimated completion date of the project is July 26, 2027. Estimated construction costs for the South Collector are projected to total \$5,903,245.

This item will need a budget amendment and will be funded by TWDB funds

**Commission
 Recommendations:**

**Recommended
 Council Actions:** City Staff recommends proceeding with schedule bid opening for the South Collector Sewer Line.

Attachments: South Collector Bidding and Construction Schedule
South Collector Schematic

Next Steps/Schedule: Bid opening schedule for 5/29/26
Bid reviews by City Staff and Burgess and Niple 6/16/26
Once bids are accepted, City Council will award contract at the 7/21/26 City Council Meeting and notice of award will be provided to bidder the following day.
Construction to start 8/12/26
Construction estimated to take 48 weeks or 336 days to complete 7/26/27