



City Council Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, Texas

Tuesday, August 20, 2024, 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
City Attorney Laura Mueller
Deputy City Attorney Aniz Alani
City Secretary Diana Boone
IT Director Jason Weinstock
Utility Director Dane Sorenson
Maintenance Director Riley Sublett
People & Communications Director Lisa Sullivan

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

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

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

PROCLAMATIONS & PRESENTATIONS

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

- 1. Presentation regarding the proposed Municipal Budget for Fiscal Year 2025.**

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 City Council minutes for the meeting held on August 6, 2024.**
- 3. Approval of the July 2024 City Treasurer's Report.**
- 4. Approval of a Resolution Accepting Improvements and a Maintenance Bond for Cannon Ranch Subdivision Phase 2. Applicant: CC Carlton Industries, Ltd.**
- 5. Approval of an Extension to the Billing Agreement between the City of Dripping Springs and Dripping Springs Water Supply Corporation Sponsor: Mayor Bill Foulds, Jr.**
- 6. Approval of an interlocal agreement with Hays County for assessment and collection of PID assessments for the Heritage Public Improvement District. Sponsor: Mayor Bill Foulds, Jr.**
- 7. Approval of an agreement with Waste Water Transport Services for intermittent hauling of waste material from the wastewater treatment plant through October 1, 2024.**

BUSINESS AGENDA

- 8. Discuss and consider approval of the Proposed Ad Valorem Tax Rate for 2024.**
- 9. Discuss and consider approval of a draft agreement between the City of Dripping Springs and the Dripping Springs Mountain Bike Club governing access to multi-use trails at Dripping Springs Ranch Park and authorize staff to finalize agreement with the Mountain Bike Club. Sponsor: Council Member Sherrie Parks.**
- 10. Consideration and possible action with respect to a “Resolution of the City Council of the City of Dripping Springs, Texas, Determining Costs of the Proposed Public**

Improvements in the Heritage Public Improvement District, Approving a Proposed Improvement Area #2 Assessment Roll, Calling a Public Hearing, and Making Related Findings and Determinations, in Accordance With Chapter 372 of the Texas Local Government Code” *Sponsor: Mayor Bill Foulds, Jr.*

- 11.** Discuss and consider approval of a Resolution of the City Council of the City of Dripping Springs, Texas, approving the Form and Authorizing the Distribution of a Preliminary Limited Offering Memorandum for "City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2024 (Heritage Public Improvement District Improvement Area #2 Project)". *Sponsor:*
- 12.** Discuss and consider approval of an Agreement related to reimbursement for Segment 1 of the East Interceptor Project with Taylor Morrison of Texas, Inc., a Texas corporation (“TM”), and North DSP, LLC, a Texas limited liability company (“NDSP”). *Sponsor: Mayor Bill Foulds, Jr.*
- 13.** Discuss and consider selection of the bidder for the East Interceptor Segment 1 and authorize staff to finalize an agreement for construction of the project. *Sponsor: Mayor Bill Foulds, Jr.*
- 14.** Discuss and consider action on the City's 2025 Legislative Program and resolutions to the Texas Municipal League Annual Conference Legislative Program. *Sponsor: Mayor Bill Foulds, Jr.*
- 15.** Discuss and consider approval of the appointment of Jeff Shindler as Interim Chair of the Founders Day Commission. *Sponsor: Mayor Bill Foulds, Jr.*

REPORTS

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

- 16. Planning Department Report**
Tory Carpenter, Planning Director

CLOSED SESSION

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

17. **Consultation with Attorney and Deliberation Regarding Real Property related to TIRZ Priority Projects.** *Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072*
18. **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, Wastewater Fees, Wastewater Infrastructure Agreements, facility liability coverage, and related items.** *Consultation with Attorney, 551.071*

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

September 3, 2024, at 6:00 p.m.

September 17, 2024, at 6:00 p.m.

October 1, 2024, at 6:00 p.m.

Board, Commission & Committee Meetings Parks & Recreation Commission, August 21, 2024

Transportation Committee, August 26, 2024

Planning & Zoning Commission, August 27, 2024

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, www.cityofdrippingsprings.com, on August 16, 2024 at 5:45 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.

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed	Item 1.
CITY - GENERAL FUND						
Balance Forward	3,712,517.47	3,804,637.39	92,119.92	4,537,933.51	2,885,271.71	
Revenue						
AD Valorem	3,389,487.36	3,389,487.36	-	3,389,487.36	3,707,356.54	
AV P&I	4,000.00	4,000.00	-	8,371.75	4,000.00	
Sales Tax	3,800,000.00	3,800,000.00	-	4,500,000.00	4,500,000.00	
Mixed Beverage	75,000.00	75,000.00	-	100,000.00	100,000.00	
Alcohol Permits	9,000.00	9,000.00	-	8,000.00	6,500.00	
Fire Inspections	50,000.00	50,000.00	-	65,000.00	50,000.00	
Bank Interest	50,000.00	50,000.00	-	185,000.00	150,000.00	
Development Fees:			-			
- Subdivision	638,875.00	638,875.00	-	400,000.00	295,100.00	
- Site Dev	850,000.00	850,000.00	-	500,000.00	400,000.00	
- Zoning/Signs/Ord	65,000.00	65,000.00	-	145,000.00	65,000.00	
Building Code	1,500,000.00	1,500,000.00	-	1,500,000.00	1,500,000.00	
Transportation Improvements Reimbursements	240,000.00	240,000.00	-	240,000.00	1,010,000.00	
Solid Waste	45,000.00	45,000.00	-	68,000.00	55,000.00	
Health Permits/Inspections	75,000.00	75,000.00	-	80,000.00	75,000.00	
Municipal Court			-			
Other Income	40,000.00	40,000.00	-	40,000.00	40,000.00	
TXF from Capital Improvements			-			
TXF DSRP On Call	10,400.00	10,400.00	-	10,400.00		
TXF from HOT			-	200,000.00	55,000.00	
TXF from WWU			-			
TXF from TIRZ	100,558.00	100,558.00	-	100,558.00	-	
TXF from Sidewalk Fund			-		29,000.00	
FEMA	-	-	-	103,775.15		
CARES Act	-	-	-			
Opioid Abatement	-	-	-			
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	-	-			
Total	14,654,837.83	14,746,957.75	92,119.92	16,181,525.77	14,927,228.25	
Expense						
Supplies	35,000.00	35,000.00	-	37,000.00	37,000.00	
Office IT Equipment and Support	139,499.00	139,499.00	-	139,499.00	117,329.00	
Software Purchase, Agreements and Licenses	192,000.00	192,000.00	-	192,000.00	275,405.76	
Website	6,800.00	6,800.00	-	6,916.24	7,000.00	
Communications Network/Phone	58,395.84	58,395.84	-	64,000.00	85,221.64	
Miscellaneous Office Equipment	10,300.00	10,300.00	-	10,300.00	10,000.00	
Utilities:			-			
- Street Lights	20,000.00	20,000.00	-	20,000.00	20,000.00	
- Streets Water	4,000.00	4,000.00	-	4,000.00	4,000.00	
- Office Electric	5,500.00	5,500.00	-	7,150.00	8,000.00	
- Office Water	650.00	650.00	-	750.00	750.00	
- DT Restroom Electric			-		2,000.00	
- DT Restroom Water			-		2,000.00	
- Stephenson Electric	1,500.00	1,500.00	-	1,000.00	1,500.00	
- Stephenson Water	500.00	500.00	-	600.00	800.00	
Transportation:			-			
- Improvement Projects	1,140,000.00	1,140,000.00	-	1,873,000.00	790,000.00	
- Street & ROW Maintenance	211,005.00	211,005.00	-	125,000.00	215,075.00	
- Street Improvements	660,000.00	660,000.00	-	899,954.62	-	
Office Maintenance/Repairs	19,860.00	19,860.00	-	19,860.00	36,880.00	
Stephenson Building Maintenance	550.00	550.00	-	550.00	2,500.00	
Maintenance Equipment	8,500.00	8,500.00	-	8,500.00	115,500.00	
Equipment Maintenance	6,750.00	6,750.00	-	6,750.00	17,750.00	
Maintenance Supplies	6,500.00	6,500.00	-	6,500.00	6,500.00	

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed	Item 1.
Fleet Acquisition	361,000.00	361,000.00	-	325,000.00	50,000.00	
Fleet Maintenance	78,020.00	78,020.00	-	78,020.00	103,675.00	
City Hall Improvements	556,000.00	556,000.00	-	10,000.00	800,000.00	
Maintenance Facility	-	-	-	-	-	
Uniforms	17,500.00	17,500.00	-	17,500.00	17,500.00	
Special Projects:			-			
- Family Violence Ctr	7,000.00	7,000.00	-	7,000.00	7,000.00	
- Lighting Compliance	2,000.00	2,000.00	-	2,000.00	2,000.00	
- Economic Development	5,000.00	5,000.00	-	5,000.00	5,000.00	
- Records Management	1,220.00	1,220.00	-	1,220.00	720.00	
- Government Affairs	-	-	-	-	50,000.00	
- Stephenson Parking Lot Improvements			-			
- Stephenson Building Rehabilitation	92,025.00	92,025.00	-	120,317.59	-	
- Planning Consultant	165,000.00	257,119.92	92,119.92	92,119.92	30,000.00	
- Land Acquisition	10,000.00	10,000.00	-	67,500.00	10,000.00	
- Downtown Bathroom	200,000.00	200,000.00	-	200,000.00	-	
- City Hall Planning	20,000.00	20,000.00	-			
Public Safety:			-			
- Emergency Management Equipment	79,200.00	79,200.00	-	79,200.00	67,500.00	
- Emergency Equipment Fire & Safety	996.00	996.00	-	996.00	611.00	
- Emergency Mgt PR	2,000.00	2,000.00	-	2,000.00	3,000.00	
- Emergency Equipment Maintenance & Service	12,102.00	12,102.00	-	12,102.00	12,299.00	
- Emergency Management Other	-	-	-	-		
- Animal Control	3,400.00	3,400.00	-	3,400.00	3,400.00	
Public Relations	15,300.00	15,300.00	-	15,300.00	15,000.00	
Postage	3,500.00	3,500.00	-	5,500.00	4,500.00	
TML Insurance:			-			
- Liability	27,277.00	27,277.00	-	27,277.00	33,908.00	
- Property	48,810.00	48,810.00	-	54,000.00	67,191.00	
- Workers' Comp	34,656.00	34,656.00	-	52,750.00	42,497.00	
Dues, Fees, Subscriptions	31,500.00	31,500.00	-	90,114.00	74,462.85	
Public Notices	2,000.00	2,000.00	-	3,500.00	2,600.00	
City Sponsored Events			-			
Election	8,000.00	8,000.00	-	-	8,000.00	
Salaries	3,238,716.65	3,238,716.65	-	2,914,844.99	3,862,412.11	
Taxes	259,605.82	259,605.82	-	233,645.24	308,326.53	
Benefits	279,323.88	279,323.88	-	251,391.49	315,383.39	
Retirement	185,186.55	185,186.55	-	166,667.89	213,935.51	
DSRP Salaries	540,752.60	540,752.60	-	540,752.60	293,829.00	
DSRP Taxes	43,887.57	43,887.57	-	43,887.57	23,737.92	
DSRP Benefits	66,694.30	66,694.30	-	66,694.30	35,267.45	
DSRP Retirement	31,931.44	31,931.44	-	31,931.44	17,049.43	
Professional Services:			-			
- Financial Services	37,500.00	37,500.00	-	47,620.00	37,500.00	
- Engineering	70,000.00	70,000.00	-	70,000.00	70,000.00	
- Special Counsel and Consultants	49,000.00	49,000.00	-	49,000.00	16,000.00	
- Muni Court	15,500.00	15,500.00	-	8,000.00	15,500.00	
- Bldg. Inspector	750,000.00	750,000.00	-	750,000.00	750,000.00	
- Fire Inspector	40,000.00	40,000.00	-	65,000.00	40,000.00	
- Health Inspector	60,000.00	60,000.00	-	45,000.00	-	
- Architectural and Landscape Consultants	5,000.00	5,000.00	-	4,000.00	5,000.00	
- Historic District Consultant	13,500.00	19,750.00	6,250.00	19,750.00	29,500.00	
- Lighting Consultant	2,000.00	2,000.00	-	2,000.00	2,000.00	
- Human Resource Consultant	28,306.00	28,306.00	-	35,000.00	38,200.00	
Training/CE	84,158.93	84,158.93	-	84,158.93	100,000.00	
Employee Engagement	20,000.00	20,000.00	-	20,000.00	20,000.00	
Meeting Supplies	12,700.00	12,700.00	-	7,500.00	3,120.00	
Code Publication	5,200.00	5,200.00	-	5,200.00	6,400.00	

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed	Item 1.
Mileage	2,000.00	2,000.00	-	1,000.00	2,000.00	
Miscellaneous Office Expense	10,000.00	10,000.00	-	10,000.00	10,000.00	
Bad Debt Expense	-	-	-	-	-	
Contingencies/Emergency Fund	50,000.00	50,000.00	-	50,000.00	62,000.00	
Coronavirus Local Fiscal Recovery Funds (CLFRF)			-			
Debt Payment 2024	367,000.00	367,000.00	-	-	486,041.67	
Debt Payment 2025					865,000.00	
TXF to Reserve Fund	500,000.00	500,000.00	-	500,000.00	500,000.00	
TXF AV to TIF	668,644.77	528,625.00	(140,019.77)	499,865.31	575,566.14	
TXF to TIRZ			-			
Sales Tax TXF to WWU	760,000.00	760,000.00	-	900,000.00	900,000.00	
SPA & ECO D TXF	218,880.00	218,880.00	-	259,200.00	259,200.00	
TXF to DSRP	-	-	-			
TXF to Capital Improvement Fund	300,000.00	300,000.00	-	-	-	
TXF to Vehicle Replacement Fund	86,010.00	86,010.00	-	86,010.00	115,083.55	
TXF to WWU			-			
TXF to Founders Day			-			
TXF to Farmers Market	16,679.31	16,679.31	-	16,057.18	16,542.01	
Total	13,128,993.66	13,087,343.81	(41,649.85)	12,479,323.31	13,160,731.43	

PARKS - GENERAL FUND

Revenue						
Sponsorships and Donations	5,000.00	5,000.00	-	2,600.00	5,500.00	
City Sponsored Events			-			
Programs and Events	22,600.00	22,600.00	-	6,257.00	9,500.00	
Community Service Permit Fees	1,800.00	1,800.00	-	340.00	1,800.00	
Aquatics Program Income	55,300.00	55,300.00	-	55,300.00	41,750.00	
Pool and Pavilion Rental	20,800.00	20,800.00	-	20,800.00	21,235.00	
Park Rental Fees	6,000.00	6,000.00	-	11,468.00	6,000.00	
Reimbursement of Utility Costs			-			
TXF from HOT Fund	-	-	-		16,500.00	
TXF from Parkland Dedication	541,480.00	554,040.00	12,560.00	554,040.00	8,500.00	
TXF from Parkland Development			-			
TXF from Landscaping Fund	3,000.00	3,000.00	-	3,000.00	60,000.00	
Total Revenue	655,980.00	668,540.00	12,560.00	653,805.00	170,785.00	

Expense						
Other	13,320.00	13,320.00	-	11,820.00	6,500.00	
Park Consultants						
Dues Fees and Subscriptions	3,402.00	3,402.00	-	3,402.00	2,575.00	
Advertising & Marketing	16,250.00	16,250.00	-	16,250.00	15,500.00	
Total Other	32,972.00	32,972.00	-	31,472.00	24,575.00	

Public Improvements						
All Parks	156,500.00	156,500.00	-	156,500.00	247,000.00	
Triangle Improvement	-	-	-		5,000.00	
Rathgeber Improvements	215,000.00	215,000.00	-	215,000.00	-	
Founders Park	597,000.00	597,000.00	-	570,000.00	175,000.00	
Founders Pool			-		10,000.00	
Skate Park	150,000.00	150,000.00	-	150,000.00	25,000.00	
S & R Park	54,000.00	66,560.00	12,560.00	66,560.00	70,000.00	
Charro Ranch Park	600.00	600.00	-	600.00	-	
Total Improvements	1,173,100.00	1,185,660.00	12,560.00	1,158,660.00	532,000.00	

Utilities						
Portable Toilets	7,250.00	7,250.00	-	7,250.00	10,000.00	
Hays Trinity Groundwater Permit	-	-		-	150.00	
Triangle Electric	500.00	500.00	-	500.00	500.00	

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed	Item 1.
Triangle Water	500.00	500.00	-	450.00	500.00	
Ranch House Network/Phone	8,568.00	8,568.00	-	8,568.00	8,568.00	
S&R Park Water	13,000.00	13,000.00	-	13,000.00	13,000.00	
SRP Electric	2,500.00	2,500.00	-	2,500.00	2,500.00	
FMP Pool/ Pavilion Water	6,000.00	6,000.00	-	6,000.00	5,300.00	
FMP Pool//Electricity	5,000.00	5,000.00	-	5,200.00	4,500.00	
Pool Phone/Network	3,040.00	3,040.00	-	4,400.00	2,500.00	
FMP Pool Propane	13,250.00	13,250.00	-	6,500.00	10,000.00	
Total Utilities	59,608.00	59,608.00	-	54,368.00	57,518.00	
Maintenance						
General Maintenance (All Parks)	9,000.00	9,000.00	-	9,000.00	25,000.00	
Trail Washout repairs			-			
Equipment Rental	1,000.00	1,000.00	-	500.00	5,000.00	
Founders Pool	36,000.00	36,000.00	-	36,000.00	21,000.00	
Founders Park	17,740.00	17,740.00	-	17,740.00	26,000.00	
Skate Park Maintenance	500.00	500.00	-	500.00	2,500.00	
S&R	42,920.00	42,920.00	-	42,920.00	43,500.00	
Charro Ranch Park	9,300.00	9,300.00	-	9,300.00	26,150.00	
Triangle/ Veteran's Memorial Park	700.00	700.00	-	700.00	5,700.00	
Rathgeber Maintenance			-			
Ranch Park Maintenance	-	-	-		17,000.00	
Total Maintenance	117,160.00	117,160.00	-	116,660.00	171,850.00	
Supplies						
General Parks	8,550.00	8,550.00	-	8,550.00	19,600.00	
Charro Ranch Supplies	1,250.00	1,250.00	-	1,250.00	1,050.00	
Founders Park Supplies	-	-	-		-	
Founders Pool Supplies	40,075.00	40,075.00	-	40,075.00	26,200.00	
Program and Events	10,950.00	10,950.00	-	10,950.00	10,950.00	
DSRP & Ranch House Supplies			-			
Rathgeber Supplies	600.00	600.00	-	500.00	1,504.00	
S&R Supplies	400.00	400.00	-	400.00	400.00	
Total Supplies	61,825.00	61,825.00	-	61,725.00	59,704.00	
Program Staff						
Camp Staff			-		-	
Program Event Staff	27,801.76	27,801.76	-	27,801.76	16,840.00	
Aquatics Staff	130,642.09	130,642.09	-	130,642.09	126,813.64	
Total Staff Expense	158,443.85	158,443.85	-	158,443.85	143,653.64	
Total Parks Expenditures	1,603,108.85	1,615,668.85	12,560.00	1,581,328.85	989,300.64	
FOUNDERS DAY - GENERAL FUND						
Balance Forward	46,869.01	46,869.01	-	46,869.01	63,778.56	
Revenue						
Craft booths/Business Booths	6,250.00	6,250.00	-	6,167.25	7,540.00	
Food booths	1,300.00	1,300.00	-	1,575.00	1,500.00	
BBQ cookers	4,600.00	4,600.00	-	4,950.00	5,115.00	
Carnival	14,000.00	14,000.00	-	16,739.00	15,000.00	
Parade	4,000.00	4,000.00	-	4,130.00	4,675.00	
Sponsorship	90,000.00	90,000.00	-	118,900.00	100,000.00	
Parking concession	1,000.00	1,000.00	-	1,522.12	500.00	
Electric	3,300.00	3,300.00	-	3,600.00	3,000.00	
Misc.			-			
TXF from General Fund			-			
Total	171,319.01	171,319.01	-	204,452.38	201,108.56	

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed	Item 1.
Expense						
Publicity	2,500.00	2,500.00	-	1,000.00	1,400.00	
Porta-Potties	15,000.00	15,000.00	-	8,368.10	10,000.00	
Security	35,000.00	35,000.00	-	37,621.65	38,000.00	
Health, Safety & Lighting	30,500.00	30,500.00	-	27,078.02	17,500.00	
Transportation	7,000.00	7,000.00	-	5,700.00	10,500.00	
Barricades/Traffic Plan	6,500.00	6,500.00	-	8,130.00	21,500.00	
Bands/Music/Sound	22,500.00	22,500.00	-	19,436.52	25,000.00	
Clean Up	20,000.00	20,000.00	-	16,925.41	18,500.00	
FD Event Supplies	7,750.00	7,750.00	-	4,431.40	1,000.00	
Sponsorship	6,000.00	6,000.00	-	2,326.69	3,500.00	
Parade	650.00	650.00	-	438.28	500.00	
Tent, Tables & Chairs	4,400.00	4,400.00	-	6,992.75	7,000.00	
Electricity	2,000.00	2,000.00	-	2,000.00	2,000.00	
FD Electrical Setup	225.00	225.00	-	225.00	225.00	
Contingencies	-	-	-	-	-	
Total expenses	160,025.00	160,025.00	-	140,673.82	156,625.00	
Balance Forward	11,294.01	11,294.01	-	63,778.56	44,483.56	

ECLIPSE - 2024

Revenue						
Sponsorships						
- Sunblock Party	20,000.00	20,000.00	-	20,302.50	-	
- Glasses	5,000.00	5,000.00	-	-	-	
- Misc. Sponsorships	5,000.00	5,000.00	-	-	-	
Sales						
- Glasses	12,000.00	12,000.00	-	59,516.09	-	
- T-Shirts	3,500.00	3,500.00	-	-	-	
- Other	2,000.00	2,000.00	-	-	-	
TXF from HOT	62,709.00	62,709.00	-	62,709.00	-	
Total	110,209.00	110,209.00	-	142,527.59	-	

Expense						
Merchandise						
- Glasses	14,139.00	14,139.00	-	43,619.73	-	
- T-Shirts	2,500.00	2,500.00	-	-	-	
- Stickers	1,000.00	1,000.00	-	-	-	
- Other	6,000.00	6,000.00	-	-	-	
Maintenance	32,670.00	32,670.00	-	31,231.00	-	
Block Party	28,500.00	28,500.00	-	3,561.02	-	
Other	25,400.00	25,400.00	-	17,301.30	-	
Total expenses	110,209.00	110,209.00	-	95,713.05	-	

CONSOLIDATED GENERAL FUND

Revenue						
City	14,654,837.83	14,746,957.75	92,119.92	16,181,525.77	14,927,228.25	
Parks	655,980.00	668,540.00	12,560.00	653,805.00	170,785.00	
Founders	171,319.01	171,319.01	-	204,452.38	201,108.56	
Eclipse	110,209.00	110,209.00	-	142,527.59	-	
Total	15,592,345.84	15,697,025.76	104,679.92	17,182,310.74	15,299,121.81	
Expense						
City	13,128,993.66	13,087,343.81	(41,649.85)	12,479,323.31	13,160,731.43	
Parks	1,603,108.85	1,615,668.85	12,560.00	1,581,328.85	989,300.64	
Founders	160,025.00	160,025.00	-	140,673.82	156,625.00	
Eclipse	110,209.00	110,209.00	-	95,713.05	-	
Total Expense	15,002,336.50	14,973,246.65	(29,089.85)	14,297,039.03	14,306,657.07	
Balance Forward	590,009.34	723,779.11	133,769.77	2,885,271.71	992,464.75	

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed	Item 1.
DRIPPING SPRINGS FARMERS MARKET						
Balance Forward	31,438.39	31,438.39	-	31,438.39	28,193.38	
Revenue						
FM Sponsor	4,000.00	4,000.00	-	1,000.00	1,000.00	
Grant Income	1,000.00	1,000.00	-	1,000.00	1,000.00	
Booth Space	70,000.00	70,000.00	-	55,574.29	66,000.00	
Applications	1,800.00	1,800.00	-	1,337.14	1,400.00	
Membership Fee	2,000.00	2,000.00	-	2,100.00	2,200.00	
Interest Income	1,300.00	1,300.00	-	1,836.38	1,800.00	
Market Event/Merch.	1,000.00	1,000.00	-	200.00	400.00	
Transfer from General Fund	16,679.31	16,679.31	-	16,057.18	16,542.01	
Total	129,217.70	129,217.70	-	110,543.38	118,535.39	
Expense						
Advertising	4,700.00	4,700.00	-	3,700.00	4,700.00	
Market Manager	56,968.21	56,968.21	-	57,300.00	60,468.30	
Payroll Tax Expense	4,610.07	4,610.07	-	4,750.00	4,877.83	
DSFM Benefits	6,676.72	6,676.72	-	6,750.00	7,057.78	
Retirement	3,363.97	3,363.97	-	3,450.00	3,508.67	
Entertainment& Activities	3,000.00	3,000.00	-	4,000.00	5,000.00	
Dues Fees & Subscriptions	200.00	200.00	-	200.00	200.00	
Training	100.00	100.00	-	100.00	100.00	
Office Expense	200.00	200.00	-	200.00	200.00	
Supplies Expense	-	-	-	-	-	
Network & Phone	200.00	200.00	-	200.00	200.00	
Cleaning & Maintenance	2,200.00	2,200.00	-	1,200.00	2,200.00	
Other Expense	-	-	-	-	-	
Capital Fund	-	-	-	-	-	
Contingency Fund	500.00	500.00	-	500.00	500.00	
Transfer to Reserve Fund	35,000.00	35,000.00	-	-	-	
Total Expense	117,718.98	117,718.98	-	82,350.00	89,012.58	
Balance Forward	11,498.72	11,498.72	-	28,193.38	29,522.81	
PARKLAND DEDICATION FUND						
Balance Forward	564,405.81	564,405.81	-	564,405.81	10,365.81	
Revenue						
Parkland Fees	-	-	-	-	-	
Total Revenue	564,405.81	564,405.81	-	564,405.81	10,365.81	
Expense						
Park Improvements	541,480.00	554,040.00	12,560.00	554,040.00	-	
TXF to AG Facility	-	-	-	-	-	
Master Naturalists	-	-	-	-	-	
Total Expenses	541,480.00	554,040.00	12,560.00	554,040.00	-	
Balance Forward	22,925.81	10,365.81	(12,560.00)	10,365.81	10,365.81	
PARKLAND DEVELOPMENT FUND						
Balance Forward	-	-	-	-	-	
Revenue						
Parkland Development Fees	-	-	-	-	-	
Total Revenue	-	-	-	-	-	
Expense						
Transfer to Parks	-	-	-	-	-	
Total Expenses	-	-	-	-	-	
Balance Forward	-	-	-	-	-	

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed	Item 1.
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AG FACILITY FUND

Balance Forward	-	-	-	24,500.00	-	
Revenue						
Ag Facility Fees			-	84,800.00	-	
Total Revenues	-	-	-	109,300.00	-	
Expense						
TXF to DSRP			-	109,300.00	-	
Total Expense	-	-	-	109,300.00	-	
Balance Forward	-	-	-	-	-	

LANDSCAPING FUND

Balance Forward	624,827.64	624,827.64	-	555,567.00	509,067.00	
Revenue						
Tree Replacement Fees			-			
Total Revenues	624,827.64	624,827.64	-	555,567.00	509,067.00	
Expense						
Sports and Rec Park	-	-	-	-	-	
DSRP			-	-	-	
FMP	3,000.00	3,000.00	-	3,000.00		
Charro			-	-	-	
Historic Districts			-	-	-	
Professional Services			-	-	-	
Tree Maintenance	25,000.00	41,200.00	16,200.00	41,200.00	25,000.00	
City Hall Lawn and Tree Maintenance	2,300.00	2,300.00	-	2,300.00	2,300.00	
Total Expense	30,300.00	46,500.00	16,200.00	46,500.00	27,300.00	
Balance Forward	594,527.64	578,327.64	(16,200.00)	509,067.00	481,767.00	

SIDEWALK FUND

Balance Forward	1,497.00	1,497.00	-	29,828.96	29,828.96	
Revenue						
Fees	-	-	-	-	-	
Total Revenues	1,497.00	1,497.00	-	29,828.96	29,828.96	
Expense						
Expense	-	-	-	-	29,000.00	
Total Expense	-	-	-	-	29,000.00	
Balance Forward	1,497.00	1,497.00	-	29,828.96	828.96	

DRIPPING SPRINGS RANCH PARK OPERATING FUND

Balance Forward	242,088.02	242,088.02	-	240,004.35	153,038.06	
Revenue						
Stall Rentals	37,200.00	37,200.00	-	45,000.00	40,000.00	
RV/Camping Site Rentals	19,000.00	19,000.00	-	26,605.00	21,000.00	
Facility Rentals	113,500.00	113,500.00	-	145,000.00	125,000.00	
Equipment Rental	6,000.00	6,000.00	-	15,500.00	8,000.00	
Sponsorships & Donations	52,275.00	52,275.00	-	11,111.00	52,275.00	
Merchandise Sales	22,065.20	22,065.20	-	28,000.00	22,065.20	
Riding Permits	9,500.00	9,500.00	-	7,680.00	8,000.00	
Staff & Misc. Fees	4,000.00	4,000.00	-	4,000.00	4,000.00	
Cleaning Fees	25,000.00	25,000.00	-	25,160.00	25,000.00	
General Program and Events:						
- Riding Series	35,000.00	35,000.00	-	32,500.00	35,000.00	

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed	Item 1.
- Coyote Camp	137,100.00	137,100.00	-	114,000.00	137,100.00	
- Misc. Events	2,000.00	2,000.00	-	29,182.00	12,000.00	
- Programing	15,100.00	15,100.00	-	37,940.84	53,000.00	
- Concert Series			-			
- Ice Rink	329,425.00	320,625.00	(8,800.00)	119,206.00	229,169.00	
- Ice Rink Merchandise			-	500.00	500.00	
Concessions	-	-	-	987.50		
Other Income	500.00	500.00	-	1,400.00	500.00	
Interest	2,000.00	2,000.00	-	7,500.00	4,500.00	
TXF from Ag Facility			-	109,300.00	-	
TXF from HOT	300,000.00	308,800.00	8,800.00	322,345.00	330,000.00	
Total Revenue	1,351,753.22	1,351,753.22	-	1,322,921.69	1,260,147.26	

Expense						
Advertising	15,000.00	15,000.00	-	4,332.95	15,000.00	
Office Supplies	10,000.00	10,000.00	-	3,500.00	10,000.00	
Postage	-	-	-			
DSRP On Call	10,400.00	10,400.00	-	10,400.00	-	
Programing Staff	108,246.48	108,246.48	-	95,000.00	154,246.48	
Network and Communications	14,518.00	14,518.00	-	16,500.00	9,414.00	
IT Equipment & Support	5,000.00	5,000.00	-	5,000.00	3,000.00	
Co-Sponsored Events	7,900.00	7,900.00	-	-	7,900.00	
Sponsorship Expenses	2,100.00	2,100.00	-	-	2,100.00	
Supplies and Materials	13,545.00	13,545.00	-	18,545.00	-	
Uniforms	3,500.00	3,500.00	-	1,250.00	1,000.00	
Ranch House Supplies	1,000.00	1,000.00	-	500.00	1,000.00	
Dues, Fees and Subscriptions	5,127.50	5,127.50	-	5,127.50	5,127.50	
Mileage	500.00	500.00	-	500.00	500.00	
Equipment	20,000.00	20,000.00	-	20,000.00	5,000.00	
House Equipment			-			
Equipment Rental	2,000.00	2,000.00	-	3,500.00	3,000.00	
Equipment Maintenance	25,000.00	25,000.00	-	25,000.00	25,000.00	
Portable Toilets	2,500.00	2,500.00	-	960.00	960.00	
Electric	60,000.00	60,000.00	-	69,000.00	60,000.00	
Water	7,000.00	7,000.00	-	18,250.00	7,000.00	
Septic	750.00	750.00	-	750.00	750.00	
Lift Station Maintenance	12,000.00	12,000.00	-	20,000.00	12,000.00	
Propane/Natural Gas	2,500.00	2,500.00	-	3,000.00	2,500.00	
On Call Phone	-	-	-			
Alarm	6,660.00	6,660.00	-	8,000.00	13,317.24	
Stall Cleaning & Repair	4,000.00	4,000.00	-	4,200.00	4,000.00	
Training and Education	12,400.00	12,400.00	-	7,126.85	-	
General Program and Events:			-			
- Riding Series	32,000.00	32,000.00	-	26,500.00	28,000.00	
- Coyote Camp	16,000.00	16,000.00	-	16,000.00	12,000.00	
- Misc. Events	700.00	700.00	-	24,709.44	700.00	
- Programing	8,000.00	8,000.00	-	10,744.89	8,000.00	
- Concert Series			-			
- Ice Rink	242,719.40	242,719.40	-	291,319.76	229,169.00	
Other Expense	20,000.00	20,000.00	-	5,000.00	10,000.00	
Improvements	355,000.00	355,000.00	-	200,000.00	320,000.00	
Tree Planting			-			
Contingencies	50,000.00	50,000.00	-	68,625.00	30,000.00	
Fleet Acquisition	-	-	-		-	
Fleet Maintenance	5,500.00	5,500.00	-	1,500.00	3,000.00	
General Maintenance and Repair	155,697.24	155,697.24	-	115,697.24	149,040.00	
Grounds and General Maintenance	21,690.00	21,690.00	-		21,690.00	
House Maintenance	10,000.00	10,000.00	-	5,000.00	5,000.00	

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed	Item 1.
HCLE	13,200.00	13,200.00	-	13,200.00	13,200.00	
Merchandise	17,065.20	17,065.20	-	19,000.00	17,065.20	
RV/Parking Lot			-			
TXF to Vehicle Replacement Fund	32,145.00	32,145.00	-	32,145.00	31,906.08	
Total Expenses	1,331,363.82	1,331,363.82	-	1,169,883.63	1,221,585.50	
Balance Forward	20,389.40	20,389.40	-	153,038.06	38,561.76	

HOTEL OCCUPANCY TAX FUND

Balance Forward	549,203.99	549,203.99	-	618,439.63	626,259.95	
Revenues						
Hotel Occupancy Tax	800,000.00	800,000.00	-	1,105,664.55	900,000.00	
Interest	7,200.00	7,200.00	-	18,000.00	7,200.00	
Total	1,356,403.99	1,356,403.99	-	1,742,104.18	1,533,459.95	
Expenses						
Advertising	-	-	-	-	300.00	
Christmas Lighting Displays	27,290.00	67,290.00	40,000.00	67,290.00	27,290.00	
City Sponsored Events			-			
Historic Districts Marketing	-	-	-			
Signage	8,840.00	8,840.00	-	56,840.00	90,200.00	
Arts	20,000.00	20,000.00	-	35,000.00	-	
Lighting	-	-	-			
Dues and Fees	12,000.00	12,000.00	-	4,715.00	5,000.00	
TXF to Debt Service	88,487.50	88,487.50	-	88,487.50	90,375.00	
RV/ Parking Lot			-			
Software	8,000.00	8,000.00	-	5,500.00	5,000.00	
TXF to General Fund	62,709.00	62,709.00	-	262,709.00	55,000.00	
TXF to DSVB	233,072.73	233,072.73	-	233,072.73	550,000.00	
TXF to Event Center	300,000.00	308,800.00	8,800.00	322,345.00	330,000.00	
Grants	39,885.00	39,885.00	-	39,885.00	40,000.00	
			-			
Total expenses	800,284.23	849,084.23	48,800.00	1,115,844.23	1,193,165.00	
Balance Forward	556,119.76	507,319.76	(48,800.00)	626,259.95	340,294.95	

VISITORS BUREAU

Balance Forward	-	-	-			
Revenue						20,396.45
Fees						
- Brewers Fest	1,000.00	1,000.00	-	900.00	1,000.00	
- Wedding Showcase	14,000.00	14,000.00	-	8,796.68	9,000.00	
Ticket Sales						
- Brewers Fest	12,000.00	12,000.00	-	16,609.00	17,000.00	
- Dripping with Taste	5,000.00	5,000.00	-	5,271.69	-	
- Songwriter's Festival	8,500.00	8,500.00	-	9,160.00	9,000.00	
Merchandise						
- Brewers Fest	1,000.00	1,000.00	-	-	-	
- Songwriters Festival	5,000.00	5,000.00	-	3,131.47	4,000.00	
- Eclipse	2,000.00	2,000.00	-	-	-	
Sponsorships & Donations						
- Songwriter's Festival	78,000.00	78,000.00	-	60,000.00	70,000.00	
- Brewers Fest	-	-	-	1,000.00	1,000.00	
- Stars in Dripping Springs	-	-	-	-	20,000.00	
Grants						
TXF from HOT Fund	233,072.73	233,072.73	-	233,072.73	550,000.00	
Other Revenues						
Interest						
						5,000.00

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed	Item 1.
Total	359,572.73	359,572.73	-	352,331.59	715,396.45	
Expense						
Personnel						
- Salaries	144,350.00	144,350.00	-	115,480.00	142,604.40	
- Taxes	11,546.78	11,546.78	-	9,237.42	11,413.24	
- Benefits	13,430.08	13,430.08	-	10,744.06	14,170.16	
- TMRS	8,523.87	8,523.87	-	6,819.10	8,274.62	
Dues, Fees and Subscriptions	3,525.00	3,525.00	-	2,035.00	3,065.00	
Advertising & Marketing	20,053.00	20,053.00	-	47,979.41	66,742.00	
Supplies	1,800.00	1,800.00	-	2,096.00	2,500.00	
IT Equipment & Support	-	-	-	-	-	
Software	25,260.00	25,260.00	-	25,260.00	21,960.00	
Training & Education	3,000.00	3,000.00	-	3,725.00	8,800.00	
Professional Services						
- Marketing Consultant	5,000.00	5,000.00	-	5,000.00	5,000.00	
Utilities						
- Water	-	-	-	-	-	
- Electricity	650.00	650.00	-	405.20	1,000.00	
- Phone/Network	-	-	-	-	-	
Website	7,150.00	7,150.00	-	7,150.00	10,000.00	
Office Maintenance/Repairs	13,740.00	13,740.00	-	13,740.00	10,700.00	
Office Improvements	-	-	-	-	-	
Postage	250.00	250.00	-	250.00	500.00	
Other	7,214.00	7,214.00	-	-	-	
Brewers Fest	7,680.00	7,680.00	-	17,358.60	17,675.00	
Dripping with Taste	4,700.00	4,700.00	-	4,700.00	-	
Songwriter's Festival	68,700.00	68,700.00	-	15,000.00	100,000.00	
Wedding Showcases	13,000.00	13,000.00	-	4,955.35	2,000.00	
Stars in Dripping Springs	-	-	-	-	40,000.00	
Transfer to Capital	-	-	-	40,000.00	40,000.00	
Total expenses	359,572.73	359,572.73	-	331,935.14	506,404.42	
Balance Forward	-	-	-	20,396.45	208,992.03	

UTILITY FUND

Balance Forward	6,393,898.25	7,196,505.62	802,607.37	7,196,505.52	6,139,976.41
Wastewater Revenue					
TXF from TWDB	14,715,000.00	14,715,000.00	-	150,000.00	-
Wastewater Service	1,478,767.68	1,478,767.68	-	1,478,767.68	1,672,883.25
Late Fees/Rtn check fees	9,600.00	9,600.00	-	13,762.85	9,000.00
Portion of Sales Tax	760,000.00	760,000.00	-	900,000.00	-
Delayed Connection Fees	5,000.00	5,000.00	-	17,500.00	5,000.00
Line Extensions	-	-	-	-	-
Transfer fees	-	-	-	-	-
Overuse fees	335,135.58	335,135.58	-	174,000.00	-
Reuse Fees	204,350.00	204,350.00	-	-	-
FM 150 WWU Line Reimbursement	60,000.00	60,000.00	-	5,000.00	-
Interest	-	-	-	-	-
Other Income	-	-	-	-	-
Water Income	-	-	-	-	-
Developer Reimbursed Costs	927,000.00	994,788.29	67,788.29	245,000.00	-
TXF from General Fund	-	-	-	-	-
Total Revenues	18,494,853.26	18,562,641.55	67,788.29	2,984,030.53	1,686,883.25

Expense
Administrative and General Expense:

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed	Item 1.
- Regulatory Expense			-			-
- Planning and Permitting	5,000.00	5,000.00	-	35,000.00		-
Engineering:			-			
- Engineering & Surveying			-			-
- Construction Phase Services HR TEFS 1873-001	15,000.00	15,000.00	-	5,000.00		-
- Misc. Planning/Consulting 1431-001	35,000.00	35,000.00	-	13,000.00		-
- 2nd Amendment CIP 1881-001	20,000.00	20,000.00	-	-		-
- Sewer Planning CAD 1971-001	15,000.00	15,000.00	-	2,000.00		-
- Water Planning 1982-001	5,000.00	5,000.00	-	2,000.00		-
- FM 150 WWU Line 1989-001	60,000.00	60,000.00	-	5,000.00		-
- Parallel West Interceptor Design& Cost			-	-		-
- Caliterra Plan Review & construction Phase Services 19	35,000.00	35,000.00	-	5,000.00		-
- TLAP Renewal application 1732-001	10,000.00	10,000.00	-			-
- Arrowhead PR & Const. Phase Services - 1967-001	25,000.00	25,000.00	-	25,000.00		-
- Heritage PID PR & Cons. Phase Services - 1734-001	100,000.00	100,000.00	-	20,000.00		-
- Double L Planning & Const. Phase Services - 1743-001	75,000.00	75,000.00	-	15,000.00		-
- Cannon Tract - 1842-001	2,000.00	2,000.00	-	7,500.00		-
- Driftwood 522 PR & Const. Phase Services - 1900-001	75,000.00	75,000.00	-	40,000.00		-
- Big Sky PR & Const Phase Services - 1913-001	50,000.00	50,000.00	-	7,500.00		-
- Driftwood Creek PR & Const Phase Services - 1917-00	75,000.00	75,000.00	-	40,000.00		-
- Cannon/Cynosure/Double L Water CCN App. - 2007-00	5,000.00	5,000.00	-	-		-
- Cynosure-Wild Ridge - 2009-001	75,000.00	75,000.00	-	20,000.00		-
- Oryx Cannon 58 Plan Review & CPS - 60972-2	60,000.00	60,000.00	-	5,000.00		-
- New Growth Plan Review & CPS - 60972-2	60,000.00	60,000.00	-	5,000.00		-
- Cannon Ranch Gateway Village Plan Review & CPS - 6	60,000.00	60,000.00	-	25,000.00		-
- TLAP Renewal application			-			-
System Operations and Maintenance:			-			
- Routine Operations	87,000.00	87,000.00	-	19,584.86	95,700.00	
- Non-Routine Operations	85,800.00	85,800.00	-	31,744.67	94,400.00	
- System Maintenance & Repair	24,000.00	166,270.14	142,270.14	166,270.14	30,000.00	
- Chlorinator Maintenance	3,900.00	3,900.00	-	1,250.00	4,500.00	
- Chlorinator Alarm	1,300.00	1,300.00	-	-	1,500.00	
- Odor Control	26,000.00	26,000.00	-	-	28,600.00	
- Meter Calibrations	2,730.00	2,730.00	-	850.00	3,500.00	
- Lift Station Cleaning	27,300.00	27,300.00	-	35,000.00	35,000.00	
- Jet Cleaning Collection lines	27,360.00	27,360.00	-	27,360.00	50,000.00	
- Drip Field Lawn Maintenance	10,000.00	10,000.00	-	3,000.00	11,000.00	
- Drip Field Maint & Repairs	20,000.00	20,000.00	-	7,500.00	30,000.00	
- Drip Field Meter Box Replacement	-	-	-	-	-	
- Lift Station repairs	27,300.00	27,300.00	-	5,000.00	35,000.00	
- Autodialer Replacement	-	-	-	-	-	
- Lift Station Preventative Maintenance	9,700.00	9,700.00	-	1,000.00	11,000.00	
- WWTP Repairs/Pump Repairs	58,500.00	58,500.00	-	54,718.00	70,000.00	
- Chemicals	15,000.00	15,000.00	-	8,797.50	16,500.00	
- Electricity	80,000.00	80,000.00	-	58,303.50	88,000.00	
- Laboratory Testing			-	-	-	
- Sludge Hauling	150,000.00	150,000.00	-	109,929.00	165,000.00	
- Phone/Network			-			
- Supplies	28,500.00	28,500.00	-	18,708.00	-	
- Wastewater Flow Measurement	9,000.00	9,000.00	-	9,000.00	-	
- Backwash Flow Meter & Check valve	-	-	-	-	-	
- Arrowhead Plant Operations			-			
- Big Sky Plant Operations	-	-	-	-	-	
Arrowhead Operations and Maintenance:			-			
- Routine Operations	23,250.00	23,250.00	-	9,834.00	26,000.00	
- Non-Routine Operations	21,450.00	21,450.00	-	20,161.00	24,000.00	
- Chlorinator Maintenance	1,500.00	1,500.00	-	-	1,750.00	
- Chlorinator Alarm	1,000.00	1,000.00	-	-	1,000.00	

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed	Item 1.
- Meter Calibrations	1,200.00	1,200.00	-	850.00	1,400.00	
- Lift Station Cleaning	3,000.00	3,000.00	-	3,000.00	6,000.00	
- Drip Field Lawn Maintenance	44,000.00	44,000.00	-	-	44,000.00	
- Drip Field Maint & Repairs	7,500.00	7,500.00	-	-	8,000.00	
- Lift Station repairs	2,500.00	2,500.00	-	-	3,000.00	
- Lift Station Preventative Maintenance	1,000.00	1,000.00	-	-	2,000.00	
- WWTP Repairs/Pump Repairs	14,625.00	14,625.00	-	5,676.00	17,000.00	
- Chemicals	13,000.00	13,000.00	-	9,780.00	14,300.00	
- Electricity	20,000.00	20,000.00	-	11,343.00	22,000.00	
- Sludge Hauling	39,000.00	39,000.00	-	51,226.00	50,000.00	
- Capital Projects	2,029,109.57	2,029,109.57	-	500,000.00	-	
- Arrowhead Plant Lease(s)					286,560.00	
Big Sky Operations and Maintenance:						
- Routine Operations	23,250.00	23,250.00	-	-	23,250.00	
- Non-Routine Operations	21,450.00	21,450.00	-	-	21,450.00	
- Chlorinator Maintenance	1,500.00	1,500.00	-	-	1,500.00	
- Chlorinator Alarm	1,000.00	1,000.00	-	-	1,000.00	
- Meter Calibrations	1,200.00	1,200.00	-	-	1,200.00	
- Lift Station Cleaning	3,000.00	3,000.00	-	-	3,000.00	
- Drip Field Maint & Repairs	7,500.00	7,500.00	-	-	7,500.00	
- Lift Station repairs	2,500.00	2,500.00	-	-	2,500.00	
- Lift Station Preventative Maintenance	1,000.00	1,000.00	-	-	1,000.00	
- WWTP Repairs/Pump Repairs	14,625.00	14,625.00	-	-	5,000.00	
- Chemicals	13,000.00	13,000.00	-	-	13,000.00	
- Electricity	20,000.00	20,000.00	-	-	20,000.00	
- Sludge Hauling	39,000.00	39,000.00	-	-	39,000.00	
- Supplies	7,500.00	7,500.00	-	-	-	
Other Expense	85,000.00	85,000.00	-	40,000.00	-	
Capital Projects:						
- Road Reconstruction						
- HRTreated Effluent Fill Station	200,000.00	200,000.00	-	-	-	
- Parallel West Interceptor						
- Arrowhead Drain Field	1,800,000.00	1,800,000.00	-	1,800,000.00	-	
- Parallel West Interceptor						
Other:						
- Reimbursement to Caliterra Oversize of West Intercept	-	670,464.62	670,464.62	670,464.62	-	
TWDB Engineering:						
- West Interceptor, SC, LS, FM and TE line 1950-001	150,000.00	150,000.00	-	45,000.00	-	
- East Interceptor 1951-001	125,000.00	125,000.00	-	45,000.00	-	
- Effluent HP 1952-001	175,000.00	175,000.00	-	20,000.00	-	
- Reclaimed Water Facility 1953-001	5,000.00	5,000.00	-	5,000.00	-	
- WWTP Design Assistance						
- So Regional WW System Exp P&M 1923-001	30,000.00	30,000.00	-	15,000.00	-	
Miscellaneous:						
- Consultants and Legal	230,000.00	230,000.00	-	40,000.00	-	
TWDB Capital Projects:						
- West Interceptor	2,000,000.00	2,000,000.00	-	-	-	
- South Collector, LS and FM and TE Line	125,000.00	125,000.00	-	-	-	
- East Interceptor	50,000.00	50,000.00	-	-	-	
- Effluent Holding Pond	2,000,000.00	2,000,000.00	-	-	-	
- WWTP	12,000,000.00	12,000,000.00	-	-	-	
Transfer to General Fund						
Transfer to Vehicle Replacement Fund	37,936.00	37,936.00	-	37,936.00	50,545.02	
Total Expense	22,954,485.57	23,767,220.33	812,734.76	4,165,286.29	1,466,755.02	

**DEVELOPMENT/CAPITAL
Revenues**

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed	Item 1.
Developer Reimbursed Costs	-	-	-	-	567,500.00	
Portion of Sales Tax	-	-	-	-	900,000.00	
Overuse fees	-	-	-	-	221,841.43	
Line Extension Fees	-	-	-	-	-	
Reuse Fees	-	-	-	-	-	
FM 150 WWU Line Reimbursement	-	-	-	-	40,000.00	
Other Income	-	-	-	-	40,000.00	
PEC	-	-	-	-	130,000.00	
ROW Fees	-	-	-	-	3,500.00	
Cable	-	-	-	-	130,000.00	
TX Gas Franchise Fees	-	-	-	-	4,250.00	
Interest	-	-	-	-	180,000.00	
Total Revenue	-	-	-	-	2,217,091.43	

Expense

- Construction Phase Services HR TEFS 1873-001	-	-	-	-	15,000.00	
- Misc. Planning/Consulting 1431-001	-	-	-	-	67,500.00	
- 2nd Amendment CIP 1881-001	-	-	-	-	60,000.00	
- Sewer Planning CAD 1971-001	-	-	-	-	15,000.00	
- Water Planning 1982-001	-	-	-	-	5,000.00	
- FM 150 WWU Line 1989-001	-	-	-	-	40,000.00	
- Parallel West Interceptor Design& Cost	-	-	-	-	-	
- Caliterra Plan Review & construction Phase Services 1930-002	-	-	-	-	15,000.00	
- TLAP Renewal application 1732-001	-	-	-	-	-	
- Arrowhead PR & Const. Phase Services - 1967-001	-	-	-	-	10,000.00	
- Heritage PID PR & Cons. Phase Services - 1734-001	-	-	-	-	60,000.00	
- Double L Planning & Const. Phase Services - 1743-001	-	-	-	-	75,000.00	
- Cannon Tract - 1842-001	-	-	-	-	5,000.00	
- Driftwood 522 PR & Const. Phase Services - 1900-001	-	-	-	-	75,000.00	
- Big Sky PR & Const Phase Services - 1913-001	-	-	-	-	20,000.00	
- Driftwood Creek PR & Const Phase Services - 1917-001	-	-	-	-	35,000.00	
- Cannon/Cynosure/Double L Water CCN App. - 2007-001	-	-	-	-	-	
- Cynosure-Wild Ridge - 2009-001	-	-	-	-	25,000.00	
- Oryx Cannon 58 Plan Review & CPS - 60972-2	-	-	-	-	60,000.00	
- New Growth Plan Review & CPS - 60972-2	-	-	-	-	60,000.00	
- Cannon Ranch Gateway Village Plan Review & CPS - 60972-24	-	-	-	-	60,000.00	
- Effluent HP 1952-001 - Engineering	-	-	-	-	60,000.00	
- Effluent Holding Pond - Construction	-	-	-	-	-	
Other Expense	-	-	-	-	-	
- HRTreated Effluent Fill Station	-	-	-	-	200,000.00	
- Parallel West Interceptor	-	-	-	-	-	
- Arrowhead Drain Field	-	-	-	-	-	
- WWTP Water Supply	-	-	-	-	50,000.00	
- WWTP Road Repair	-	-	-	-	50,000.00	
- Arrowhead Capital Projects	-	-	-	-	-	
Total Expense	-	-	-	-	1,047,500.00	

TWDB PROJECT

Revenues

TXF from TWDB	-	-	-	-	21,005,000.00	
Total Revenue	-	-	-	-	21,005,000.00	

Expense

TWDB Engineering:

- West Interceptor, SC, LS, FM and TE line 1950-001	-	-	-	-	150,000.00	
- East Interceptor 1951-001	-	-	-	-	200,000.00	

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed	Item 1.
- Reclaimed Water Facility 1953-001	-	-	-	-	-	25,000.00
- WWTP Design Assistance	-	-	-	-	-	
- So Regional WW System Exp P&M 1923-001	-	-	-	-	-	30,000.00
Miscellaneous:						
- Consultants and Legal	-	-	-	-	-	100,000.00
TWDB Capital Projects:						
- West Interceptor	-	-	-	-	-	3,000,000.00
- South Collector, LS and FM and TE Line	-	-	-	-	-	3,500,000.00
- East Interceptor	-	-	-	-	-	-
- WWTP	-	-	-	-	-	14,000,000.00
Total Expense	-	-	-	-	-	21,005,000.00

WATER

Revenue

Fees:						
- Tap Fees			-	-	-	-
- Impact Fees			-	-	-	-
- Meter Set Fees	5,000.00	5,000.00	-	4,000.00	3,000.00	3,000.00
- Disconnect Fees			-	-	-	-
- Equipment Fees	36,200.00	36,200.00	-	8,000.00	8,000.00	8,000.00
- Inspection Fees	5,000.00	5,000.00	-	1,000.00	1,000.00	1,000.00
Rates:						
- Base Rate	63,840.00	63,840.00	-	36,000.00	40,000.00	40,000.00
- Usage	100,000.00	100,000.00	-	200,000.00	200,000.00	200,000.00
- Penalties			-	-	-	-
Other Revenues	6,000.00	6,000.00	-	6,000.00	6,000.00	6,000.00
TXF from Wastewater Fund	-	-	-	-	-	-
Total Revenue	216,040.00	216,040.00	-	255,000.00	258,000.00	258,000.00

Expense

Administrative and General Expense:						
- Regulatory Expense	-	-	-	-	-	-
- Planning and Permitting	-	-	-	-	-	-
System Operations and Maintenance:						
- Routine Operations	25,000.00	25,000.00	-	1,500.00	27,500.00	27,500.00
- Non Routine Operations	10,000.00	10,000.00	-	2,500.00	15,000.00	15,000.00
- System Maintenance & Repair	20,000.00	22,210.11	2,210.11	27,866.00	25,000.00	25,000.00
- Laboratory Testing	-	-	-	-	-	-
- Supplies	50,000.00	52,368.61	2,368.61	48,000.00	-	-
- Water Meters						60,000.00
Operating and Maintenance	-	-	-	-	-	-
Total Expense	105,000.00	109,578.72	4,578.72	79,866.00	127,500.00	127,500.00

ADMINISTRATION

Revenues

PEC	130,000.00	130,000.00	-	180,000.00	-	-
ROW Fees	6,000.00	6,000.00	-	6,000.00	-	-
Cable	130,000.00	130,000.00	-	140,000.00	-	-
TX Gas Franchise Fees	3,000.00	3,000.00	-	4,298.84	-	-
Interest	60,000.00	60,000.00	-	185,000.00	-	-
TXF from General Fund	-	-	-	-	-	-
Total Revenue	329,000.00	329,000.00	-	515,298.84	-	-

Expense

Administrative and General Expense:						
- Administrative/Billing Expense	352,560.00	352,560.00	-	164,000.00	66,000.00	66,000.00
- Legal Fees	50,000.00	50,000.00	-	37,500.00	55,000.00	55,000.00
- Auditing	10,000.00	10,000.00	-	10,000.00	10,000.00	10,000.00

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed	Item 1.
- Software	15,313.00	15,313.00	-	15,313.00		7,000.00
- IT Equipment & Support	4,340.00	4,340.00	-	5,000.00		5,000.00
Systems Operations and Maintenance:						
- Phone/Network	16,250.00	16,250.00	-	16,250.00		18,000.00
- Equipment	53,000.00	53,000.00	-	33,748.00		320,000.00
- Equipment Maintenance	10,000.00	10,000.00	-	1,500.00		11,000.00
- Fleet Acquisition	62,000.00	62,000.00	-	63,236.00		50,000.00
- Fleet Maintenance	12,000.00	12,000.00	-	12,000.00		14,000.00
- Fuel	20,000.00	20,000.00	-	20,000.00		22,000.00
- Laboratory Testing	30,000.00	30,000.00	-	30,100.00		45,000.00
- SCADA	-	-	-	-		50,000.00
Supplies						59,500.00
Other Expense						
Uniforms	7,470.00	7,470.00	-	4,582.00		11,000.00
Training	13,305.00	16,330.51	3,025.51	6,000.00		20,000.00
Dispatch	3,000.00	3,000.00	-	3,000.00		3,000.00
Salaries	527,345.98	527,345.98	-	527.45.98		715,604.39
Overtime	-	-	-	-		48,672.00
Taxes	42,609.97	42,609.97	-	42,609.97		53,153.97
Benefits	59,572.49	59,572.49	-	59,572.49		70,133.37
Retirement	30,894.73	30,894.73	-	30,894.73		41,215.65
On Call	10,400.00	10,400.00	-	10,400.00		26,000.00
Total Expense	1,330,061.17	1,333,086.68	3,025.51	565,706.19		1,721,279.38

CONSOLIDATED UTILITY FUND

Revenue						
Balance Forward	6,393,898.25	7,196,505.62	802,607.37	7,196,505.52		6,139,976.41
Development/Capital	-	-	-	-		2,217,091.43
TWDB Project	-	-	-	-		21,005,000.00
Wastewater	18,494,853.26	18,562,641.55	67,788.29	2,984,030.53		1,686,883.25
Water	216,040.00	216,040.00	-	255,000.00		258,000.00
Operations	329,000.00	329,000.00	-	515,298.84		-
Total	25,433,791.50	26,304,187.17	870,395.66	10,950,834.89		31,306,951.09
Expense						
Development/Capital	-	-	-	-		1,047,500.00
TWDB Project	-	-	-	-		21,005,000.00
Wastewater	22,954,485.57	23,767,220.33	812,734.76	4,165,286.29		1,466,755.02
Water	105,000.00	109,578.72	4,578.72	79,866.00		127,500.00
Operations	1,330,061.17	1,333,086.68	3,025.51	565,706.19		1,721,279.38
Total Expense	24,389,546.74	25,209,885.73	820,338.99	4,810,858.48		25,368,034.40
Balance Forward	1,044,244.76	1,094,301.43	50,056.67	6,139,976.41		5,938,916.69

TWDB FUND

Balance Forward	208.34	208.34	-	886.24		906.24
Revenues	14,715,000.00	14,715,000.00	-	-		21,005,000.00
Interest	-	-	-	20.00		20.00
Total revenue	14,715,208.34	14,715,208.34	-	906.24		21,005,926.24

Expenses

Escrow Fees	-	-	-	-		-
Expenses	14,715,000.00	14,715,000.00	-	-		21,005,000.00
Total Expenses	14,715,000.00	14,715,000.00	-	-		21,005,000.00
Balance Forward	208.34	208.34	-	906.24		926.24

IMPACT FUND

Bal Forward	2,391,506.74	2,391,506.74	-	3,415,797.87		852,000.00
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	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed	Item 1.
Revenue						
Impact Fees	1,080,150.00	1,080,150.00	-	270,715.00		
Impact Fee Deposits			-			
Interest Income	45,000.00	45,000.00	-	90,000.00	45,000.00	
Total	3,516,656.74	3,516,656.74	-	3,776,512.87	897,770.61	

Expense						
TXF to Debt Service 2015	684,900.76	684,900.76	-	684,900.76	670,405.60	
TXF to Debt Service 2019	1,043,553.00	1,043,553.00	-	1,043,553.00		
TXF to Debt Service 2022	1,195,288.50	1,195,288.50	-	1,195,288.50		
Total expense	2,923,742.26	2,923,742.26	-	2,923,742.26	670,405.60	
Total Bal Forward	592,914.48	592,914.48	-	852,770.61	227,365.01	

DEBT SERVICE FUND 2015

Bal Forward	845,626.75	845,626.75	-	849,232.36	860,634.56	
Revenue						
TXF from Impact Fund	684,900.76	684,900.76	-	684,900.76	670,405.60	
Interest	8,000.00	8,000.00	-	25,000.00	20,000.00	
Total Revenue	1,538,527.51	1,538,527.51	-	1,559,133.12	1,551,040.16	

Expenses						
Debt Payment 2015	698,498.56	698,498.56	-	698,498.56	684,900.76	
Total Expense	698,498.56	698,498.56	-	698,498.56	684,900.76	
Balance Forward	840,028.95	840,028.95	-	860,634.56	866,139.40	

DEBT SERVICE FUND 2013

Bal Forward	102,323.72	102,323.72	-	102,534.04	125,421.54	
Revenue						
TXF from HOT	88,487.50	88,487.50	-	88,487.50	90,375.00	
Interest			-	26,000.00	20,000.00	
Total	190,811.22	190,811.22	-	217,021.54	235,796.54	

Expense						
Tax Series 2013	91,600.00	91,600.00	-	91,600.00	88,487.50	
Total Expenses	91,600.00	91,600.00	-	91,600.00	88,487.50	
Balance Forward	99,211.22	99,211.22	-	125,421.54	147,309.04	

DEBT SERVICE FUND 2019

Bal Forward	1,045,641.43	1,045,641.43	-	1,045,641.63	1,103,641.63	
Revenue						
TXF from Impact Fees	1,043,553.00	1,043,553.00	-	1,043,533.00		
Interest			-	28,000.00	20,000.00	
Total	2,089,194.43	2,089,194.43	-	2,117,174.63	1,123,641.63	

Expense						
Tax Series 2019	1,013,553.00	1,013,553.00	-	1,013,533.00	1,043,533.00	
Total Expenses	1,013,553.00	1,013,553.00	-	1,013,533.00	1,043,533.00	
Balance Forward	1,075,641.43	1,075,641.43	-	1,103,641.63	80,108.63	

DEBT SERVICE FUND 2022

Bal Forward	1,195,288.50	1,195,288.50	-	1,195,288.50	1,195,168.50	
Revenue						
TXF from Impact Fees	1,191,888.50	1,191,888.50	-	1,191,768.50		
Interest	-	-	-			
Total	2,387,177.00	2,387,177.00	-	2,387,057.00	1,195,168.50	20

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed	Item 1.
Expense						
Tax Series 2022	1,195,288.50	1,195,288.50	-	1,191,888.50	1,191,768.50	
Total Expenses	1,195,288.50	1,195,288.50		1,191,888.50	1,191,768.50	
Balance Forward	1,191,888.50	1,191,888.50		1,195,168.50	3,400.00	

PEG FUND						
Balance Forward	119,954.90	119,954.90		120,185.10	154,185.10	
Revenues						
TWC	30,000.00	30,000.00		30,000.00	30,000.00	
Interest Income	2,000.00	2,000.00		4,000.00	4,000.00	
Total Revenues	151,954.90	151,954.90		154,185.10	188,185.10	

Expense						
TXF to Event Center	-	-		-	-	
Total Expense	-	-		-	-	
Balance Forward	151,954.90	151,954.90		154,185.10	188,185.10	

RESERVE FUND						
Balance Forward	2,168,884.62	2,168,884.62	-	2,370,859.25	2,744,859.25	
Revenue						
TXF from General Fund	300,000.00	300,000.00	-	300,000.00	300,000.00	
Interest	23,000.00	23,000.00	-	74,000.00	75,000.00	
Total	2,491,884.62	2,491,884.62	-	2,744,859.25	3,119,859.25	

Expense						
Expense			-			
Total Expense	-	-	-	-	-	
Balance Forward	2,491,884.62	2,491,884.62	-	2,744,859.25	3,119,859.25	

TIRZ 1						
Balance Forward	11,632.20	148,754.62	137,122.42	148,754.62	121,804.14	
Revenues						
City AV	248,835.49	181,550.94	(67,284.55)	152,791.25	219,023.80	
County AV	362,307.49	304,796.06	(57,511.43)	272,609.00	346,013.11	
City for GAP Escrow						
Interest Income				21,600.00	20,000.00	
EPS Reimbursements						
Total Revenue	622,775.18	635,101.62	12,326.44	595,754.87	706,841.05	

Expense						
TIRZ Expense			-			
Project Management/Misc. Costs	16,000.00	16,000.00	-	16,000.00	16,000.00	
Project Administration P3 Works	8,000.00	8,000.00	-	8,000.00	8,000.00	
Legal Fees	-	-	-			
EPS			-			
MAS	21,000.00	21,000.00	-	-	-	
HDR	170,625.00	269,625.00	99,000.00	269,625.00	52,500.00	
TJKM - Grant Writing			-			
Buie - PR			-			
Misc. Consulting	176,750.00	176,750.00	-	100,000.00	155,000.00	
Creation Cost Reimbursements			-			
TXF to GAP Escrow			-			
Stakeholder Reimbursement	80,325.73	80,325.73	-	80,325.73		

	FY 2024 Adopted	FY 2024 Amended	Change	FY 2024 Projected	FY Proposed
Total Expense	472,700.73	571,700.73	99,000.00	473,950.73	231,500.00
Balance Forward	150,074.45	63,400.89	(86,673.56)	121,804.14	475,341.05

TIRZ 2

Balance Forward	1,547,461.82	1,232,218.70	(315,243.12)	1,232,218.70	1,979,387.49
Revenue					
Interest Income	6,500.00		(6,500.00)	30,000.00	30,000.00
City AV	419,809.28	347,074.06	(72,735.22)	347,074.06	356,542.34
County AV	609,756.54	580,813.70	(28,942.84)	604,202.00	596,658.45
Total Revenue	2,583,527.64	2,160,106.46	(423,421.18)	2,213,494.76	2,962,588.28
Expense					
Project Management/Misc. Costs	16,000.00	16,000.00	-	16,000.00	16,000.00
Project Administration P3 Works	8,000.00	8,000.00	-	8,000.00	8,000.00
MAS	10,000.00	10,000.00	-	-	-
HDR	56,875.00	89,875.00	33,000.00	89,875.00	17,500.00
Misc. Consulting	150,000.00	150,000.00	-	100,000.00	95,000.00
Creation Cost Reimbursements			-		
Stakeholder Reimbursement	20,232.27	20,232.27	-	20,232.27	-
Total Expense	261,107.27	294,107.27	33,000.00	234,107.27	136,500.00
Balance Forward	2,322,420.37	1,865,999.19	(456,421.18)	1,979,387.49	2,826,088.28

VEHICLE REPLACEMENT FUND

Balance Forward	161,025.00	161,025.00	-	161,025.00	317,116.00
Revenue					
TXF from General Fund	86,010.00	86,010.00	-	86,010.00	115,083.55
TXF from DSRP	32,145.00	32,145.00	-	32,145.00	31,906.08
TXF from WWU	37,936.00	37,936.00	-	37,936.00	50,545.02
Total Revenue	317,116.00	317,116.00	-	317,116.00	514,650.65
Expense					
Vehicle Replacement			-	-	-
Total Expense	-	-	-	-	-
Balance Forward	317,116.00	317,116.00	-	317,116.00	514,650.65

FY 2025 Proposed Budget Amendments - General Fund

Fund	GL Number	Line Item	Proposed	Amended	Change	Notes
XXX	XXX-XXX-XXXXX	<i>Description</i>	<i>Included in 8.6.24 Draft</i>	<i>Adjusted Figure included in 8.20.24 Draft</i>		<i>Information on what was changed, and how.</i>

Revenues

	100-000-40000	AD Valorem	\$ 3,469,705.48	\$ 3,707,356.54	\$ 237,651.06	The change is due to the updated proposed tax rates received.
			\$ 3,469,705.48	\$ 3,707,356.54	\$ 237,651.06	

Expenditures

100	100-304-71003	City Hall Improvements	\$ -	\$ 800,000.00	\$ 800,000.00	Funding for the remodel of City Hall has been added.
	100-000-60000	Salaries	\$ 3,835,117.00	\$ 3,862,412.11	\$ 27,295.11	Additional funding for salary adjustments.
	100-000-61005	Taxes	\$ 306,238.45	\$ 308,326.53	\$ 2,088.08	Additional funding for salary adjustments.
100	100-000-61000	Benefits	\$ 352,994.00	\$ 315,383.39	\$ (37,610.61)	The projected costs of benefits was reduced based on actual bids received.
100	100-401-61000	DSRP Benefits	\$ 39,501.29	\$ 35,267.45	\$ (4,233.84)	The projected costs of benefits was reduced based on actual bids received.
	100-000-63005	Training/CE	\$ 86,029.00	\$ 100,000.00	\$ 13,971.00	Partial funding for removed trainings was added back in.
100	100-400-71004	All Parks	\$ 172,000.00	\$ 247,000.00	\$ 75,000.00	\$75,000 was added for the Parks Master Plan (based on bids received)
	100-400-71005	Founders Park	\$ 185,000.00	\$ 175,000.00	\$ (10,000.00)	\$10,000 was removed for pool improvements, which were budgetd in another line item.
100					\$ -	
100					\$ -	
100					\$ -	
			\$ 4,976,879.75	\$ 5,843,389.48	\$ 866,509.73	

Total Savings

\$ (628,858.67)

FY 2025 Proposed Budget Amendments - Farmers Market

Fund	GL Number	Line Item	Proposed	Amended	Change	Notes
XXX	XXX-XXX-XXXXX	Description	Included in 8.6.24 Draft	Adjusted Figure included in 8.20.24 Draft		Information on what was changed, and how.

Revenues

	N/A	Balance Forward			\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
			\$ -	\$ -	\$ -	

Expenditures

201	201-403-61000	DSFM Benefits	\$ 7,904.55	\$ 7,057.78	\$ (846.77)	The projected costs of benefits was reduced based on actual bids received.
201					\$ -	
201					\$ -	
201					\$ -	
			\$ 7,904.55	\$ 7,057.78	\$ (846.77)	

Total Savings **\$ 846.77**

FY 2025 Proposed Budget Amendments - DSRP

Item 1.

Fund	GL Number	Line Item	Proposed	Amended	Change	Notes
XXX	XXX-XXX-XXXXXX	<i>Description</i>	<i>Included in 8.6.24 Draft</i>	<i>Adjusted Figure included in 8.20.24 Draft</i>		<i>Information on what was changed, and how.</i>

Revenues

200	N/A	Balance Forward	\$ 116,554.61	\$ 153,038.06	\$ 36,483.45	This increase is from updated FY24 projections.
200					\$ -	
200					\$ -	
200					\$ -	
200					\$ -	
200					\$ -	
200					\$ -	
200					\$ -	
			\$ 116,554.61	\$ 153,038.06	\$ 36,483.45	

Expenditures

200					\$ -	
			\$ -	\$ -	\$ -	

Total Savings

\$ 36,483.45

FY 2025 Proposed Budget Amendments - Visitors Bureau

Item 1.

Fund	GL Number	Line Item	Proposed	Amended	Change	Notes
XXX	XXX-XXX-XXXXX	<i>Description</i>	<i>Included in 8.6.24 Draft</i>	<i>Adjusted Figure included in 8.20.24 Draft</i>		<i>Information on what was changed, and how.</i>

Revenues

	N/A	Balance Forward			\$ -	
					\$ -	
			\$ -	\$ -	\$ -	

Expenditures

301	301-111-61000	- Benefits	\$ 15,863.70	\$ 14,170.16	\$ (1,693.54)	The projected costs of benefits was reduced based on actual bids received.
301					\$ -	
301					\$ -	
301					\$ -	
301					\$ -	
301					\$ -	
301					\$ -	
301					\$ -	
301					\$ -	
301					\$ -	
			\$ 15,863.70	\$ 14,170.16	\$ (1,693.54)	

Total Savings

\$ 1,693.54

FY 2025 Proposed Budget Amendments - Utilities

Item 1.

Fund	GL Number	Line Item	Proposed	Amended	Change	Notes
XXX	XXX-XXX-XXXXX	Description	Included in 8.6.24 Draft	Adjusted Figure included in 8.20.24 Draft		Information on what was changed, and how.

Revenues

	N/A	Balance Forward			\$ -	
					\$ -	
					\$ -	
			\$ -	\$ -	\$ -	

Expenditures

400	400-300-62020	- Laboratory Testing	\$ 16,000.00	\$ -	\$ (16,000.00)	These costs are being funding in a different line item.
		Supplies	\$ 43,500.00	\$ 59,500.00	\$ 16,000.00	The lab testing costs were moved to supplies fo fund inhoustesting.
400	400-310-61000	Benefits	\$ 78,530.48	\$ 70,133.37	\$ (8,397.11)	The projected costs of benefits was reduced based on actual bids received.
					\$ -	
					\$ -	
					\$ -	
			\$ 138,030.48	\$ 129,633.37	\$ (8,397.11)	

Total Savings **\$ 8,397.11**

FY 2025 Proposed Budget Amendments - Other

Item 1.

Fund	GL Number	Line Item	Proposed	Amended	Change	Notes
XXX	XXX-XXX-XXXXX	<i>Description</i>	<i>Included in 8.6.24 Draft</i>	<i>Adjusted Figure included in 8.20.24 Draft</i>		<i>Information on what was changed, and how.</i>

Revenues

					\$ -	
			\$ -	\$ -	\$ -	

Expenditures

					\$ -	
			\$ -	\$ -	\$ -	

Total Savings

\$ -

Parks & Community Services Department

FY25 Additional Staff Request

Existing Job Positions

Park Maintenance Worker (1) – General Fund

- Non-exempt \$22.00-\$24.00/hour.
- Position would also be included in the on-call schedule rotation.

New Job Positions

Assistant Director of Parks & Community Services (1) – General Fund

- Exempt \$75,000 - \$85,000

Assistant Park Maintenance Manager – General Fund

- Exempt \$55,000 - \$65,000

DRAFT

Park Maintenance Division – Restructure Proposal

Park Maintenance Worker I

- Non-exempt \$22.00-\$24.00
- Basic training requirements
 - o FEMA IS100, IS200, IS700, IS800
 - o OSHA General Industry 10Hr
 - o Skid Steer Operation Training
 - o Heavy Equipment Training
- Valid Driver's License
- Takes direction from Park Maintenance Manager and Assistant Manager

Park Maintenance Worker II

- Non-exempt \$23.50-\$26.50
- All Basic training requirements are met
- Intermediate training (Completion and Licensed of 3)
 - o Certified Playground Safety Inspector License
 - o Texas Ag: Governmental Pesticide and Herbicide Applicator Training
 - o OSHA 30Hr General Industry and OSHA 30Hr Construction
 - o Aquatic Facility Operator or Certified Pool Operator
- Valid Driver's License
- Minimum of 1 Year service at City of Dripping Springs or equivalent experience
- Takes direction from Park Maintenance Manager and Assistant Manager

Proposed Plan

Parks & Community Services Director

PCS Assistant Director

Farmers Market Manager

Aquatics Manager

Park Maintenance Manager

DSRP Program Coordinator

Community Events Coordinator

DSRP Manager

Founders Memorial Pool Lifeguards (Seasonal)

Park Maintenance Asst. Manager

DSRP Program Specialist

DSRP Facility Rental Coordinator

DSRP Customer Service Specialist

Park Maintenance Staff (5)

Coyote Camp Staff (Seasonal)

Future Plan





**PARKS & COMMUNITY SERVICES
ASSISTANT DIRECTOR
FULL-TIME EXEMPT**

A. GENERAL PURPOSE

The Parks & Community Services Assistant Director will serve under the supervision of the Parks & Community Services Director and will oversee the operations of Dripping Springs Ranch Park, Recreation Programs, and Community Events. This position requires knowledge of recreation activities, community events, parks, maintenance and special projects, finance and budgeting, and policy and program administration.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Assists the Director in managing the operations of the Parks & Community Services Department.
2. Assists the Director in developing and maintaining policies and regulations pertaining to parks and recreation; ensures compliance with all local, state, and federal regulations and laws governing department activities.
3. Supervises assigned divisions by lending supervision and leadership to staff.
4. Coordinates city-wide special events. Responsible for the organization, implementation, coordination, and evaluation of programs and events.
5. Assists with construction, capital and special projects, as assigned.
6. Assists in management of the development and implementation of department goals, objectives, policies, and priorities for each assigned division; establishes, within City policy, appropriate services and staffing levels, and allocates resources accordingly.
7. Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors workload, administrative and support functions, and internal reporting relationships; and identifies opportunities for improvement.
8. As assigned by the Parks & Community Services Director, acts as official department representative and provides assistance to other City departments and outside agencies.
9. Assists with selection, motivation, and evaluations of department staff; provides or coordinates training and works with employees to correct deficiencies; implements and

- administers disciplinary and termination procedures.
10. Assists Director with the department work plan and business plan; meets with management staff to identify and resolve problems; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures.
 11. Assists with managing and participates in the development and administration of the department budget; estimates funds needed for staffing, equipment, materials, supplies, and projects; directs the monitoring and approval of expenditures; directs the preparation and implementation of budgetary adjustments as necessary. Identifies and helps procure resource opportunities such as grants and donations. Maximizes revenue production through creative programming, sponsorships, and quality control.
 12. As directed, coordinates department activities with those of other departments and outside agencies and organizations; prepares and presents staff reports and other necessary communications. Responds to and resolves sensitive inquiries, concerns, and complaints from both internal and external sources.
 13. Manages and monitors work performance through the assistance of other directors or administrators, including making recommendations on hiring and disciplinary actions, evaluating program / work objectives and effectiveness, and realigning work and staffing assignments as needed.
 14. Attends assigned boards, commissions and / or committee meetings including the Dripping Springs Ranch Park Board and Founders Day Commission, and takes necessary action.
 15. Develops and implements department safety and training programs, establishes programs that limit the severity and number of on-the-job injuries and accidents.
 16. Coordinates the use of recreation fields and facilities. Oversees a variety of contracts such as service agreements, license and rental agreements, management agreements, and other similar documents pertinent to the operation of the parks system.
 17. Stays abreast of new trends and innovations in the field of Parks and Recreation.
 18. Maintains harmony among staff and resolves conflicts / grievances; assists subordinates in understanding / performing duties; adjusts procedures, as needed; -coordinates internal and external work teams; and addresses errors and complaints.
 19. Works with the People and Communications Director on developing, implementing, and evaluating marketing and communications plans for the department's programs, events, and facilities, including website content, advertisements, sponsorship packages, social media posts, fliers, graphics, etc.
 20. Maintains certain records and reports as required.
 21. Deals tactfully and courteously with the public.
 22. Establishes and maintains effective working relationships with other employees, volunteers, park users, and the public.
 23. Performs other duties as may be assigned.

C. SUPERVISION

Works under the general supervision of the Parks & Community Services Director.

D. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

1. Possession of a Bachelor's Degree in Parks and Recreation or related field with a minimum of five years of related experience or progressive supervisory experience required.
2. NRPA Certified Park and Recreation Professional or ability to obtain one within one year.
3. Must possess a valid Class C Texas Driver's License, clean driving record and working vehicle.
4. Knowledge of the parks and recreation industry and programming such as special events, sports leagues, facilities, aquatics, and park maintenance.
5. Excellent leadership, staff development, financial management and business management skills
6. Knowledge of municipal government planning and preparation, and public administration financing and purchasing regulations.
7. Excellent public relations, marketing, and public information concepts, practices, and skills.
8. Excellent communication and public speaking skills.
9. Ability to effectively plan, organize, and maintain records, implement written policies, and maintain good working relationships.
10. Ability to exercise good judgement and provide technical assistance to assigned staff and other city staff.
11. Ability to analyze problems and present appropriate recommendations.
12. Ability to complete attendance and accounting reports.
13. Ability to maintain regular and predictable attendance.
14. Standard First Aid and C.P.R. certifications required.
15. Ability to handle confidential and sensitive information while maintaining confidentiality.

E. TOOLS AND EQUIPMENT USED

General maintenance equipment, phone, calculator, computer, printer, and related software.

F. SPECIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to perform the essential functions if needed.

1. Work is performed in indoor and outdoor settings. Outdoor work is required in overseeing the maintenance and upkeep of The Ranch Park and Event Center. Must be able to work outside in all weather conditions and be able to lift a minimum of 50 pounds.
2. While performing the duties of this job, the employee is regularly required to move around the facility to perform functions and assist visitors; communicate effectively, and operate objects, tools, or controls. The employee is often required to climb or balance; stoop, kneel, crouch, or crawl.
3. Must be able to distinguish colors when working with equipment, identifying and

understanding electrical panels, etc.; must be able to operate assigned vehicle or equipment.

G. WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to perform the essential functions if needed.

1. While performing the duties of this job, the employee regularly works in outside weather conditions. Indoor and outdoor environments; exposure to extremes in weather condition; exposure to vibrations and noise; work on slippery or uneven surfaces, work with electricity; work with and around heavy machinery, work in or near vehicle traffic; exposure to dust and fumes from motorized equipment; possible exposure to toxic chemicals.
2. The noise level in the work environment is usually moderate to loud with frequent interruptions.

H. WORK HOURS

This is a full-time exempt position. Core work hours will be set by the Parks and Community Services Director. This position includes weekend hours, evening and night hours, Holiday hours and during emergencies as assigned year-round and shares the responsibility for staffing the Event Center during these hours with Event Center staff. This position is exempt and eligible for compensatory time off as described in the DRIPPING SPRINGS PERSONNEL MANUAL if the employee works more than forty (40) hours in a seven (7) day work period, and at the direction of the Parks and Community Services Director. Any compensatory time performed must be preapproved by the Parks and Community Services Director.

I. SALARY

Pay range is \$XX to \$XX annually. Salary is commensurate with the position. Pay days are those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.

J. BENEFITS

Benefits shall be in accordance with those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the employee's offer letter and subsequent revisions to the Manual.

K. EQUAL OPPORTUNITY EMPLOYER

The City's employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, handicap, or marital status. Discrimination or

harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. If you would like to arrange accommodation, we encourage you to contact Assistant City Administrator at (512) 858-4725.

***Please note:** This Job Description is not a contract and shall not be construed to alter an employee's at-will relationship. The terms and conditions of any employee's position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee's Offer Letter shall be read together in harmony. If there are conflicts between this Position Description, the Personnel Manual, and the employee's Offer Letter, the most specific term or condition of employment shall govern.*



**ASSISTANT PARK MAINTENANCE
MANAGER
FULL-TIME EXEMPT**

A. GENERAL PURPOSE

Under general supervision of the Park Maintenance Manager, the Assistant Park Maintenance Manager performs duties necessary to manage the daily operations of the Parks Maintenance division to ensure the proper operation of the City's public parks, common areas, open spaces, and facilities including Dripping Springs Ranch Park. This position is also responsible for the planning, coordination, scheduling, and supervision of Parks Maintenance employees in assigned, regularly scheduled, or special event duties; construction projects; and activities for landscaping, maintenance, and irrigation of City parks, common areas, and facilities. This position is also responsible for ensuring safe, quality parks, open spaces, and making facilities accessible to the public.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Provides customer service.
2. Assists in the hiring, training, and supervising of all Park Maintenance employees.
3. Serves as support role to fellow Park Maintenance Workers and leads by example.
4. Works with Ranch Park Manager with scheduling Park Maintenance Workers for optimal facility coverage, shift performance, and support during large events.
5. Assists in conducting annual performance reviews for all Park Maintenance employees.
6. Performs daily walk-through duties viewing the parks and facilities with a scrutinizing detailed-oriented lens.
7. Manages all heavy equipment operation safety training and record keeping for staff.
8. Performs general daily maintenance duties and coordinates larger maintenance needs.
9. Is visible and available to assist during department programs and events.
10. Cleans restrooms, common areas, and seating areas, etc., within all parks and facilities.
11. Picks up and disposes of litter and glass.
12. Works in concert and as a team with Ranch Park Manager in all aspects of facility maintenance operations.
13. Reports all issues and concerns to the Park Maintenance Manager.
14. Assists in development of annual maintenance, facilities, and equipment budget.

15. Assists with the oversight of all volunteer work in parks including Hays County Master Naturalists, Hays County Master Gardeners, and Scout projects.
16. Assists with the oversight of the Park Bench and Tree Dedication program.
17. Assists with the oversight of the fleet management for all Parks and Community Services.
18. Maintains certain records and reports as required.
19. Deals tactfully and courteously with the public.
20. Establishes and maintains effective working relationships with other employees, volunteers, park users, and the public.
21. Performs other duties as assigned by the Park Maintenance Manager.

C. KNOWLEDGE, SKILLS, AND ABILITIES

1. Knowledge of landscaping and grounds maintenance techniques.
2. Knowledge of materials, methods, standards, equipment, and tools used in park maintenance.
3. Knowledge of mechanical principles.
4. Skill in the use of hand tools (e.g., rakes, shovels, hammers, pliers, loppers, post hole digger, auger, etc.) and power equipment (e.g., chain saws, weed eater, blowers, power washers, nail guns, mowers, drills, grinders, saws, etc.).
5. Skill in the operation of equipment (e.g., tractor with front end loader, box blade, ATV, etc.).
6. Skill in general construction and plumbing.
7. Skill in making minor facility, tool, and equipment repairs.
8. Skill in providing customer service in a courteous and professional manner.
9. Skill in working safely.
10. Skill in communicating effectively with team members, management, and general public.
11. Ability to work efficiently and independently with minimal supervision.
12. Ability to work in a team environment.

D. SUPERVISION

Works under the general direction of the Parks Maintenance Manager. Supervises other Park Maintenance employees.

E. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

1. High School Diploma or GED required. Bachelor's degree in Parks & Recreation, Physical Education, or related field preferred.
2. Three (3) years of progressively responsible experience in public parks and facilities work, to include one (1) year in a lead or supervisory capacity.
3. Must possess a valid Class C Texas Driver's License, clean driving record, and working vehicle.
4. Standard First Aid and C.P.R. certifications or be able to obtain certifications within six months of employment.
5. At least two (2) of the following industry-related licenses or certifications required, or obtained within one (1) year of hire:
 - Landscape Irrigator (TCEQ)
 - Pesticide Applicator (TDA)
 - Certified Pool Operator (Pool & Hot Tub Alliance)

- Aquatic Facility Operator (NRPA)
 - Certified Park & Recreation Professional (NRPA)
 - Certified Playground Safety Inspector
 - Arborist
6. Ability to establish and maintain effective working relationships with employees, City officials, media, and general public.
 7. Ability to communicate effectively orally and in writing.
 8. Ability to handle confidential and sensitive information while maintaining confidentiality.

F. TOOLS AND EQUIPMENT USED

Heavy equipment, including but not limited to, front-end loader with box blade/arena drag, and tractor, general maintenance equipment, phone, calculator, computer, printer and related software.

G. SPECIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to perform the essential functions if needed.

1. Work is performed in indoor and outdoor settings. Considerable outdoor work is required in the maintenance of Dripping Springs Ranch Park and Event Center. Must be able to work outside in all weather conditions and be able to lift a minimum of 80 pounds.
2. While performing the duties of this job, the employee is regularly required to move around the facility to perform functions and assist visitors; communicate effectively, and operate objects, tools, or controls. The employee is often required to climb or balance, stoop, kneel, crouch, or crawl.
3. Must be able to distinguish colors when working with equipment, electrical panels, etc.; must be able to operate assigned vehicle or equipment.

H. WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to perform the essential functions if needed.

1. While performing the duties of this job, the employee regularly works in outside weather conditions. Indoor and outdoor environments; exposure to extremes in weather condition; exposure to vibrations and noise; work on slippery or uneven surfaces, work with electricity; work with and around heavy machinery, work in or near vehicle traffic; exposure to dust and fumes from motorized equipment; possible exposure to toxic chemicals.
2. The noise level in the work environment is usually moderate to loud.

I. WORK HOURS

This is a full-time exempt position. Core work hours will be set by the Park Maintenance Manager. This position includes weekend hours, evening and night hours, Holiday hours and during emergencies as assigned year-round and shares the responsibility for staffing the Event Center during these hours with Event Center staff. This is a full-time exempt position and eligible for compensatory time in lieu of overtime, as described in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL. Any compensatory hours performed must be preapproved by the direct supervisor.

J. SALARY

Pay range is \$XX to \$XX annually. Salary is commensurate with the position. Pay days are those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.

K. BENEFITS

Benefits shall be in accordance with those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the employee's offer letter and subsequent revisions to the Manual.

L. EQUAL OPPORTUNITY EMPLOYER

The City's employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, handicap, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. If you would like to arrange accommodation, we encourage you to contact Assistant City Administrator at (512) 858-4725.

Please note: This Job Description is not a contract and shall not be construed to alter an employee's at-will relationship. The terms and conditions of any employee's position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee's Offer Letter shall be read together in harmony. If there are conflicts between this Position Description, the Personnel Manual, and the employee's Offer Letter, the most specific term or condition of employment shall govern.



PARK MAINTENANCE WORKER I FULL-TIME NON-EXEMPT

A. GENERAL PURPOSE

Under supervision of the Park Maintenance Manager and Assistant Park Maintenance Manager, provides overall maintenance to all park properties, facilities, and structures, and performs other duties as assigned; performs a wide variety of semi-skilled tasks involving the maintenance and repair of park and recreation facilities and equipment.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Maintains all parks and recreation facilities, equipment, amenities, and grounds.
2. Provides security including ensuring operational integrity of locks, doors, gates and other security devices in park and recreation facilities.
3. Performs minor electrical, plumbing, carpentry, concrete work, painting, and landscaping.
4. Assists in performing tree-care maintenance in parks, open spaces, along trails, and in other City properties as needed.
5. Collects and disposes of litter and debris.
6. Cleans restrooms, common areas, and seating areas within park and recreation facilities as needed.
7. Assists in performing turf maintenance in and around streets, parks, trails, and facilities.
8. Responds to emergency calls during and after regular work hours.
9. Assists in Founders Day Festival, Christmas on Mercer Street, Farmers Market, and other community event preparation and activities as needed.
10. Works in conjunction with Dripping Springs Youth Sports Association and other parties regarding maintenance of leased/joint use facilities.
11. Maintains availability while on duty to assist event holders, park users, and facility users.
12. Cleans and maintains city swimming pool and pool related facilities.
13. Fulfills daily maintenance call requests/requirements from City staff.
14. Works independently and productively.
15. Exhibits a professional demeanor and positive communication skills.
16. Reports all issues and concerns to Park Maintenance Manager and Assistant Park Maintenance Manager as needed.
17. Performs other duties as assigned by Park Maintenance Manager and Assistant Park Maintenance Manager.

C. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

1. Requires a High School Diploma or equivalent.
2. Must possess a valid Class C Texas Driver's License, clean driving record and working vehicle.
3. Standard First Aid and CPR certifications desirable but not required.
4. Must possess a strong background in maintenance, carpentry and grounds maintenance.
5. Preference will be given to applicants with park maintenance experience and to applicants familiar with front-end loader with box blade/arena drag, mowing equipment, string trimmer, etc.
6. Ability to establish and maintain effective working relationships with employees, City officials, media, and the public.
7. Ability to communicate effectively orally and in writing.
8. Ability to handle confidential and sensitive information while maintaining confidentiality.

D. TOOLS AND EQUIPMENT USED

Heavy equipment, including but not limited to, front-end loader with box blade/arena drag, and tractor, general maintenance equipment, phone, calculator, computer, printer and related software. Must possess a valid Class C Texas Driver's License, clean driving record and working vehicle.

E. SPECIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to perform the essential functions if needed.

1. Work is performed in indoor and outdoor settings. Considerable outdoor work is required in the maintenance of all community parks, Ranch Park and Event Center. Must be able to work outside in all weather conditions and be able to lift a minimum of 80 pounds.
2. While performing the duties of this job, the employee is regularly required to move around the facility to perform functions and assist visitors; communicate effectively; and operate objects, tools, or controls. The employee is often required to climb or balance; stoop, kneel, crouch, or crawl.
3. Must be able to distinguish colors when working with equipment, electrical panels, etc.; must be able to operate assigned vehicle or equipment.

F. WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to perform the essential functions if needed.

1. While performing the duties of this job, the employee regularly works in outside

weather conditions. Indoor and outdoor environments; exposure to extremes in weather condition; exposure to vibrations and noise; work on slippery or uneven surfaces, work with electricity; work with and around heavy machinery, work in or near vehicle traffic; exposure to dust and fumes from motorized equipment; possible exposure to toxic chemicals.

2. The noise level in the work environment is usually moderate to loud.

G. WORK HOURS

This is a full-time non-exempt position. Core work hours will be set by the Park Maintenance Manager or the Assistant Park Maintenance Manager. This position includes weekend hours, evening and night hours, and Holiday hours as assigned year-round and shares the responsibility for staffing the Event Center during these hours with the park and Event Center staff. This position is non-exempt and eligible for overtime pursuant to the needs of the City, if the employee works more than forty (40) hours in a seven (7) day work period, and at the direction of the Park Maintenance Manager or the Assistant Park Maintenance Manager. Any overtime hours performed must be preapproved by the Park Maintenance Manager or the Assistant Park Maintenance Manager.

H. SALARY

Pay range is \$XX to \$XX hourly. Salary is commensurate with the position. Pay days are those outlined in the CITY OF DRIPPINGS SPRINGS PERSONNEL MANUAL.

I. BENEFITS

Benefits shall be in accordance with those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the employee’s offer letter and subsequent revisions to the Manual.

J. EQUAL OPPORTUNITY EMPLOYER

The City’s employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, handicap, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. If you would like to arrange accommodation, we encourage you to contact Assistant City Administrator at (512) 858-4725.

Please note: This Job Description is not a contract and shall not be construed to alter an employee’s at-will relationship. The terms and conditions of any employee’s position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee’s Offer Letter shall be read together in harmony. If there are conflicts between this Position Description, the Personnel Manual, and the employee’s Offer Letter, the most specific term or condition of employment shall govern.



PARK MAINTENANCE WORKER II

FULL-TIME NON-EXEMPT

A. GENERAL PURPOSE

Under supervision of the Park Maintenance Manager and Assistant Park Maintenance Manager, provides overall maintenance to all park properties, facilities, and structures, and performs other duties as assigned; performs a wide variety of semi-skilled tasks involving the maintenance and repair of park and recreation facilities and equipment.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Maintains all parks and recreation facilities, equipment, amenities, and grounds.
2. Provides security including ensuring operational integrity of locks, doors, gates, and other security devices in park and recreation facilities.
3. Performs minor electrical, plumbing, carpentry, concrete work, painting, and landscaping.
4. Assists in performing tree-care maintenance in parks, open spaces, along trails, and in other City properties as needed.
5. Collects and disposes of litter and debris.
6. Cleans restrooms, common areas, seating areas, within park and recreation facilities as needed.
7. Assists in performing turf maintenance in and around streets, parks, trails, and facilities.
8. Responds to emergency calls during and after regular work hours.
9. Assists in Founders Day Festival, Christmas on Mercer Street, Farmers Market, and other community event preparation and activities as needed.
10. Works in conjunction with Dripping Springs Youth Sports Association, and other parties regarding maintenance of leased/joint use facilities.
11. Maintains availability while on duty to assist event holders, park users, and facility users.
12. Cleans and maintains city swimming pool and pool related facilities.
13. Fulfills daily maintenance call requests/requirements from City staff.
14. Works independently and productively.
15. Exhibits a professional demeanor and positive communication skills.
16. Reports all issues and concerns to Park Maintenance Manager and Assistant Park Maintenance Manager as needed.
17. Other duties as assigned by Park Maintenance Manager and Assistant Park Maintenance Manager.

C. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

1. Requires a High School Diploma or equivalent.
2. Must possess a valid Class C Texas Driver's License, clean driving record and working vehicle.
3. Standard First Aid and CPR certifications desirable, but not required.
4. Must possess a strong background in maintenance, carpentry and grounds maintenance.
5. Must have completed and have attained license or certification for three of the following training requirements:
 - a. OSHA 10 Hour General Industry and OSHA 10 Hour Construction
 - b. Texas Ag: Governmental Pesticide and Herbicide Applicator Training
 - c. National Recreation and Parks Association: Certified Playground Safety Inspector
 - d. National Recreation and Parks Association: Aquatic Facility Operator or Certified Pool Operator
6. Ability to establish and maintain effective working relationships with employees, City officials, media, and the public.
7. Ability to communicate effectively orally and in writing.
8. Ability to handle confidential and sensitive information while maintaining confidentiality.

D. TOOLS AND EQUIPMENT USED

Heavy equipment, including but not limited to, front-end loader with box blade/arena drag, and tractor, general maintenance equipment, phone, calculator, computer, printer and related software. Must possess a valid Class C Texas Driver's License, clean driving record and working vehicle.

E. SPECIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to perform the essential functions if needed.

1. Work is performed in indoor and outdoor settings. Considerable outdoor work is required in the maintenance of all community parks, Ranch Park and Event Center. Must be able to work outside in all weather conditions and be able to lift a minimum of 80 pounds.
2. While performing the duties of this job, the employee is regularly required to move around the facility to perform functions and assist visitors; communicate effectively; and operate objects, tools, or controls. The employee is often required to climb or balance; stoop, kneel, crouch, or crawl.
3. Must be able to distinguish colors when working with equipment, electrical panels, etc.; must be able to operate assigned vehicle or equipment.

F. WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee
 Park Maintenance Worker II
 Job Description

Approved xx/xx/24

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encounters while performing the essential functions of this job. Reasonable accommodation may be made to perform the essential functions if needed.

1. While performing the duties of this job, the employee regularly works in outside weather conditions. Indoor and outdoor environments; exposure to extremes in weather condition; exposure to vibrations and noise; work on slippery or uneven surfaces, work with electricity; work with and around heavy machinery, work in or near vehicle traffic; exposure to dust and fumes from motorized equipment; possible exposure to toxic chemicals.
2. The noise level in the work environment is usually moderate to loud.

G. WORK HOURS

This is a full-time non-exempt position. Core work hours will be set by the Park Maintenance Manager or the Assistant Park Maintenance Manager. This position includes weekend hours, evening and night hours, and Holiday hours as assigned year-round and shares the responsibility for staffing the Event Center during these hours with the park and Event Center staff. This position is non-exempt and eligible for overtime pursuant to the needs of the City, if the employee works more than forty (40) hours in a seven (7) day work period, and at the direction of the Park Maintenance Manager or the Assistant Park Maintenance Manager. Any overtime hours performed must be preapproved by the Park Maintenance Manager or the Assistant Park Maintenance Manager.

H. SALARY

Pay range is \$XX to \$XX hourly. Salary is commensurate with the position. Pay days are those outlined in the CITY OF DRIPPINGS SPRINGS PERSONNEL MANUAL.

I. BENEFITS

Benefits shall be in accordance with those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the employee’s offer letter and subsequent revisions to the Manual.

J. EQUAL OPPORTUNITY EMPLOYER

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Description, the Personnel Manual, and the employee's Offer Letter shall be read together in harmony. If there are conflicts between this Position Description, the Personnel Manual, and the employee's Offer Letter, the most specific term or condition of employment shall govern.

DRAFT



Date: August 13, 2024

To: Mayor Foulds & City Council
From: Michelle Fischer, City Administrator

Re: Proposed Human Resources Director Job Description

I am proposing the creation of a Human Resources Director position in Fiscal Year 2025. If approved, the job description for the People & Communication Director will need to be revised. Both draft job descriptions are attached.

WHY THE POSITION IS NEEDED

As we grow, the volume of administrative tasks related to employee management increases. An HR Director is a strategic move that will significantly enhance our operational efficiency and employee satisfaction, helping with recruitment, onboarding, employee relations, benefits administration, and compliance with employment laws. This role is essential for managing the increasing demands of our growing workforce, ensuring that HR processes are streamlined and effective. The addition of an HR Director will support our growth, help maintain high employee morale, and ensure legal compliance, thereby contributing to our long-term success. This is especially important as we grow and because our organization is in several different locations.

Another reason is moving all the recruitment duties being done by the Executive Assistant to this position. Currently, the Executive Assistant is collecting and distributing resumes to department heads and City Administrators.

The HR Director will also schedule interviews, maintain applications and interview questions and scoring documents, draft employment offer letters for the City Administrator or designee, and send offer letters. These tasks are currently performed by department heads and City Administrators. By moving these duties to the HR Director, we will have a clearer picture of what is working and what isn't in job searches, with all recruiting processes done through one department/person. Additionally, the processes will be more efficient and documents better managed and maintained.

The HR Director position can also help with succession planning for the City by working with City Administrators and department heads to identify high-potential employees, facilitate training and development programs, and maintaining up-to-date records of employee performance and career aspirations.

Open spaces, friendly faces.



I would also like the HR Director to be involved in employee training. We need to do a better job of offering in-house training to employees on a regular basis. There are many kinds of training that multiple departments can benefit from having. The HR Director can plan and coordinate training with department heads, notify employees of such training, and document employee participation in the training.

The People & Communications Director's responsibilities have significantly grown. When human resources duties were added to the job description in 2022, there were 43 regular employees. Now there are 63 with 2 more positions proposed for 2025. There were also around 40 seasonal and intermittent employees this current year. The position now oversees the Visitors Bureau and has been tasked with more communications and marketing projects than ever before, such as Stars of Dripping Springs, Winter Wonderland, Songwriters Festival, and an overall Christmas Holiday themed umbrella marketing program for various events. There has been a large turnover of Founders Day Festival commissioners, and the People & Communications Director is expected to play a more active role in promoting and obtaining sponsorships for the festival.

The People & Communications Director will still have responsibilities related to Culture and Employee Engagement. She will continue to oversee internal communications, which include branding, core values, and an audience made up of employees, management, and city officials. Lisa is very good at these things and wants to continue to oversee them. Some of these things will need to be coordinated with the HR Director.

The compliance and personnel issues would be under the HR Director. These issues are related to duties that would be better performed by an HR Director trained in them.

I discussed the proposed HR Director and revised People & Communications Director job descriptions with our HR Consultant Kerry Garman. He is supportive of these two positions and reviewed the job descriptions. He advised that it will be critical to make sure the two employees understand their roles and work together well. He has seen similar positions work well within an organization. Lisa is confident that she will be able to do this.

The City Attorneys assisted in the drafting of the HR Director job description and revision of the People & Communications Director job description. The Deputy City Administrators have reviewed the job descriptions and support the creation of the HR Director position and revised People & Communications job description.

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DRIPPING SPRINGS Texas

Deputy City Administrator Shawn Cox investigated the salary for HR Directors in our area and at similar cities. He recommends the HR Director position range be posted with an annually salary range of \$100,000 to \$120,000.

If an HR Director position is not created, I recommend we increase the responsibilities of the Administrative Assistant/Receptionist to assist with HR administrative duties and raise her pay accordingly. The Executive Assistant, department heads, and City Administrators would continue to assist in some HR duties. The People & Communications Director has had to put in a lot of comp time to perform her duties and having the Administrative Assistant would help greatly (current balance for comp time is 131.5 hours and vacation is 136.2 hours). Doing this sooner, rather than later, would be important, if this is the direction the city goes, so that she could assist the People & Communications Director with the upcoming employee benefits enrollment period.

Please let me know if you have any questions about the proposed HR Director position.

Open spaces, friendly faces.



DRIPPING SPRINGS
Texas

HUMAN RESOURCES DIRECTOR FULL-TIME EXEMPT

A. GENERAL PURPOSE

Under direction of the City Administrator, the Human Resources Director directs, manages, supervises and coordinates the activities and operations of the Human Resources department including recruitment, retention, employment services, personnel issues, compensation and benefits, customer service, training, succession planning, safety, workers' compensation, organization and policy development, and payroll support. The Human Resources Director will have the opportunity to identify critical issues and priorities and set strategic priorities for the department. The role involves administering human resources policies, procedures, and programs, ensuring compliance with relevant laws and regulations, and supporting the overall mission and goals of the City. This position serves as a strategic partner with leadership and employees to support high performance in City departments and achieve organizational goals while mitigating employment-related liability for the organization.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Advises department heads and supervisors on local, state, and federal policies regarding equal employment opportunities, compensation, and employee benefits.
2. Ensures the organization's compliance with federal, state, and local employment laws and regulations, and best practices.
3. Coordinates Human Resources department activities with other departments and agencies as needed.
4. Helps develop and implement personnel policies and procedures. Recommends and implements changes in personnel policies and procedures.
5. Oversees the employee performance and evaluation program.
6. Administers the employee benefits program.
7. Conducts new hire employee orientation sessions, creates, updates, and maintains onboarding and offboarding documentation.

8. Assists with the preparation and revision of job descriptions for proposed and budgeted positions, posts jobs on city and other websites.
9. Provides guidance on employee retention and succession planning.
10. Oversees salary surveying including gathering, analyzing, and applying compensation data to identify gaps or discrepancies. Ensures compliance with legal requirements and internal equity standards and ensures the city remains competitive in the job market.
11. Facilitates and documents employee and management training, and certification activities; coordinates training/development conducted by others. Works with People and Communications Director on employee professional growth programs to improve team functional and/or individual performance as it relates to engagement and creating a supportive environment.
12. Assists People and Communications Director with development and oversight of employee engagement, recognition, and wellness programs.
13. Provides support for personnel related issues and counseling, including receiving grievances and complaints, and works with employees and management to resolve them.
14. Provides professional advice to the city officials; makes presentations to councils, boards, and commissions.
15. Communicates official plans, policies, and procedures to staff.
16. Oversees the creation, analysis, maintenance, and communication of required Human Resources records.
17. Attends staff meetings and briefings with department heads.
18. Prepares a variety of studies, reports, and related information for decision-making purposes.
19. Prepares and administers the budget of the Human Resources department.
20. Works with outside Human Resources Consultants as needed.
21. Travels to various destinations in and out of the City.
22. Performs other tasks as assigned by City Administrator and Deputy City Administrators.

C. EDUCATION & EXPERIENCE

Must possess a Bachelor's degree in Human Resources or a closely related field or professional certification (PHR, SPHR, SHRM-CP, GPHR, CCP, CEBS, CPLP, CERL, or equivalent). Must have at least four (4) years of increasingly responsible work in generalist human resources work with broad knowledge of benefits administration, recruitment and employee selection, compensation and employee relations or any equivalent combination of education, training and

experience. Experience in municipal or related government work preferred.

D. NECESSARY KNOWLEDGE, SKILLS, AND ABILITIES

1. Able to use tools and equipment listed below.
2. Ability to establish and maintain effective working relationships with employees, City Officials, and general public.
3. Strong analytical and problem-solving skills.
4. Strong supervisory and leadership skills to lead and motivate teams, drive City initiatives, and foster a positive and inclusive work environment.
5. Ability to communicate effectively orally and in writing.
6. Typing, filing and sorting, postings of documents.
7. Skill, tact, and diplomacy as liaison between Mayor, City Council, staff, State and County officials, and general public.
8. Maintain confidentiality.

E. TOOLS AND EQUIPMENT USED

Personal computer, including word processing and spreadsheet software; 10-key calculator; phone; and copy machine.

F. SPECIAL REQUIREMENTS

1. A valid state driver's license.
2. While performing the duties of this job, the employee is required to sit for extended periods of time and communicate orally with others. The employee is occasionally required to move around City Hall and around different sites within the City.

G. WORK HOURS

Core work hours are between 8:00 am and 5:00 pm, including one hour for lunch, Monday through Friday, except holidays as determined by the City Holiday Calendar. Non-traditional work hours may be required and shall be coordinated with the City Administrator or Deputy City Administrators. This is a full-time exempt position and eligible for compensatory time off as described in the DRIPPING SPRINGS PERSONNEL MANUAL. Any compensatory time performed must be preapproved by the direct supervisor.

H. SALARY

Pay range is \$XX to \$XX annually. Salary is commensurate with the position. Pay days will be
 City of Dripping Springs
 Human Resources Director

Draft 06/12/2024

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the days as listed in the current CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.

I. BENEFITS

Benefits shall be in accordance with those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the employee's offer letter and subsequent revisions to the Manual.

J. EQUAL OPPORTUNITY EMPLOYER

The City's employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, handicap, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership, or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. To discuss an accommodation, please contact the Human Resource Director or City Administrator at (512) 858-4725.

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City Council & Board of Adjustment Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, Texas

Tuesday, August 06, 2024, at 6:00 PM

MINUTES

CALL TO ORDER & ROLL CALL

With a quorum of City Council members present, Mayor Foulds brought the meeting to order at 6:00 p.m.

City Council Members (All 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 4 Travis Crow

Council Member Place 5 Sherrie Parks

Staff, Consultants, & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

City Attorney Laura Mueller

Emily Nelson DSRP Manager

City Secretary Diana Boone

IT Director Jason Weinstock

People & Communications Director Lisa Sullivan

Garrett Osborne Grant Administrator

Charlie Reed Farmers Market Manager

Planning Director Tory Carpenter

Johnna Krantz Community Events Coordinator

Accountant-Financial Analyst Caylie Houchin

PLEDGE OF ALLEGIANCE

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

PRESENTATION OF CITIZENS

A member of the public that wishes to address the City Council on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the City Council that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak 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.

Chuck Lemmond, Janice Englehart, and Katheryn Ducker spoke concerning a letter that was sent to residents of Gateway Estates mobile park, asking all residents to vacate in 60 days. Many residents of this community were present in the audience. A copy of the letter was provided to members of the City Council.

PROCLAMATIONS & PRESENTATIONS

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

- 1. Proclamation of the City of Dripping Springs proclaiming the week of August 4-10, 2024 as "Farmers Market Week" in the City of Dripping Springs, Texas. Sponsor: Council Member Sherrie Parks**

Charlie Reed, Farmers Market Manager and Johnna Krantz, Community Events Coordinator, were presented the Proclamation, read by Council Member Parks.

REPORTS

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

- 2. Presentation regarding the proposed Municipal Budget for Fiscal Year 2025.**

Deputy City Administrator Shawn Cox presented the proposed budget for Debt Services and TIRZ Projects, and DSRP Manager presented the proposed budget for Dripping Springs Ranch Park. No action was taken. Presentations are on file.

Mayor Foulds requested a financial analysis for the DSRP Temporary Arena. He also requested a list of interested parties that have inquired about the arena but not booked due to limitations of current arena.

Mayor Foulds also directed staff to provide a 5 year plan and asked staff to expand on the explanations.

CONSENT AGENDA

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

3. Approval of the July 16, 2024 City Council meeting minutes.

Minutes were revised prior to the meeting. A copy of the revised minutes were provided to council before the start of the meeting.

- 4. Approval of the reappointment of Marianne Simmons, Nikki Dahlin, Janet Musgrove, and Sherrie Parks terms ending June 30, 2026, and the reappointment of Gouri Johannsen as Committee Chair for a term of one (1) year.**
- 5. Approval of the Dripping Springs Youth Sports Association (DSYSA) recommendation to appoint Tyson Joe and Bryant Scheppler as DSYSA representatives for the Parks & Recreation Commission for terms ending June 30, 2026.**
- 6. Approval of the reappointment of Tammie Williamson, Douglas Shumway, and Evelyn Strong to the Planning & Zoning Commission for terms ending June 30, 2026**
- 7. Approval of the reappointment of Charlie Busbey and Zach West to the Utility Commission for a term ending June 30, 2026, and the Reappointment of Charlie Busbey as the Committee Chair for a term of one (1) year.**
- 8. Approval of a Professional Services Agreement between the City of Dripping Springs and AJR Media related to marketing for the Dripping Springs Visitors Bureau subject to appropriations. Sponsor: Council Member Sherrie Parks**
- 9. Approval of the Adult Softball Field Use Agreement between the City of Dripping Springs and Logan Lilly. Sponsor: Mayor Pro Tem Taline Manassian**
- 10. Approval of the authorization of City Staff to submit an application to the State Energy Conservation Office's Energy Efficiency and Conservation Block Grant Lighting and Retrofits Program for improvements at Dripping Springs Ranch Park. Sponsor: Council Member Sherrie Parks**

A motion to approve consent items 3 – 10, with revisions made to the minutes, was made by Mayor Pro Tem Manassian and seconded by Council Member Tahuahua.

The motion to approve carried unanimously 5 to 0.

BUSINESS AGENDA

- 11. Discuss and consider approval of the Administrative Service Agreement with MissionSquare Retirement. Sponsor: Mayor Pro Tem Taline Manassian**

A motion to approve the Administrative Service Agreement with MissionSquare Retirement was made by Council Member Tahuahua and seconded by Mayor Pro Tem Manassian.

The motion to approve carried unanimously 5 to 0.

- 12. Discuss and consider approval of the authorization of City Staff to exceed \$50,000.00 worth of purchases from Atlas Utility Supply for the appropriation of water meters for resale to customers. Sponsor: Mayor Bill Foulds, Jr.**

A motion to approve the authorization for staff to exceed \$50,000 of purchases from Atlas for water meters was made by Mayor Pro Tem Manassian and seconded by Council Member Parks.

The motion to approve carried unanimously 5 to 0.

13. Public hearing and consideration of ZA2024-003: an application for a Zoning Map Amendment and Conditional Overlay from Local Retail (LR) to Commercial Services (CS) for approximately 0.972 acres out of the North 40 subdivision located at 28501 Ranch Road 12. Applicant: Jon Thompson

a. Applicant Presentation

Joel Bock with Sunland Group presented on behalf of the applicant.

b. Staff Report

Staff Report was presented by Planning Director, Tory Carpenter. Presentation is on file.

Staff recommends approval of the requested Zoning Amendment and conditional overlay with the following standards:

1. The location of the building and parking area shall generally be consistent with the site plan provided with this request.
2. The building setback along the eastern property line shall be 80 feet.
3. The applicant must provide a 8-foot masonry screening in the form of stone or brick as best determined by the Development Review Committee along the eastern property boundary consistent with section 5.10.1 of the Zoning Ordinance.
4. The only use permitted on the property shall be “Contractors Office (with outside storage).”
5. The driveway access along Summit Drive shall be gated for fire access only.
6. Truck arrival and departure shall only be allowed between the hours of 7:00am to 7:00pm.
7. Vehicle maintenance, including oil changes, tire replacement, etc., shall not be performed on the site.

c. Planning & Zoning Commission Report

The report was presented by Planning & Zoning Commission Chair, James Mims. Presentation is on file.

d. Public Hearing

No one spoke during the Public Hearing.

e. Zoning Ordinance

A motion was made by Council Member Crow and seconded by Council Member King, to approve the application for a Zoning Map Amendment and Conditional Overlay from Local Retail to Commercial Service with 8 ft. wall and driveway access on Summit Drive for emergency access only.

The motion to approve carried unanimously 5 to 0.

14. Discuss and consider budget approval of Village Grove proposed improvements on RR 12 pursuant to the Offsite Road Agreement. Applicant: Matthew Scrivener

The motion to approve the budget CAP for the proposed improvements on RR 12 was made by Mayor Pro Tem Manassian and seconded by Council Member Tahuahua.

The motion to approve carried unanimously 5 to 0.

15. Discuss and consider approval of the Proposed Ad Valorem Tax Rate for 2024.

This item was postponed, to be discussed on August 20, 2024.

CLOSED SESSION

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

A motion was made by Mayor Pro Tem Manassian to enter into Closed Session with items 16-17. The motion was seconded by Council Member Tahuahua.

The City Council met in Closed Session from 7:52 p.m. to 8:10 p.m.

No action was taken during Closed Session.

16. Consultation with Attorney and Deliberation Regarding Real Property related to TIRZ Priority Projects. Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072

17. 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, Wastewater Fees, Wastewater Infrastructure Agreements, and related items. Consultation with Attorney, 551.071

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

August 20, 2024, at 6:00 p.m.

September 3, 2024, at 6:00 p.m.

Board, Commission & Committee Meetings

August 12, 2024, TIRZ No.1 & No. 2 at 4:00 p.m.

August 14, 2024, DSRP Board at 11:00 a.m.

August 15, 2024, Farmers Market Committee at 10:00 p.m.

August 15, 2024, Emergency Management Commission at 12:00 p.m.

August 15, 2024, Utility Commission at 4:00 p.m.

ADJOURN

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

The City Council meeting adjourned at 8:10 p.m.

APPROVED ON: August, XX, 2024

Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary



DRIPPING SPRINGS
Texas

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

From: Shawn Cox, Deputy City Administrator 

Date: August 20, 2024

RE: July 2024 City Treasurer's Report

General Fund:

The General Fund received **\$703,907.82** in revenues for July.

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

- 100-000-40001: Sales Tax Revenue – \$382,444.92 was received in July, of which \$288,299.64 is considered City Revenues and is not allocated to either the Utility Fund or through agreements. This is a 3.15% decrease compared to July 2023 collections. However, current projections still anticipate collecting \$4.5 million in FY 2024.
- 100-201-43031: Building Code Fees – The City received \$175,463.25 in Building Code Fees in July. For FY 2024, we budgeted to collect \$1,500,000.00. Through July, \$1,350,522.61 (90.03%) has been collected.

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

Utility Fund:

The Utility Fund received **\$360,978.53** in revenues for July.

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

- 400-300-43018: Wastewater Service Fees – For July, the City received \$139,824.64 in wastewater fees, bringing the total received to \$1,524,216.27. This is \$45,448.59 more than the \$1,478,767.68 budgeted.
- 400-300-47009: Sales Tax – The Utility Fund received \$154,081.64 in Sales Tax from the General Fund. This includes the transfer for June and July.
- 400-301-43041: Water Usage Through June, \$158,002.92 has been collected. This is \$58,002.92 more than the \$100,000.00 budgeted for FY 2024.

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

Dripping Springs Ranch Park (DSRP):

The Ranch Park received **\$67,808.60** in July.

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

- 200-401-44007: Miscellaneous Events – In July, the DSRP received \$18,060.00 in Miscellaneous Event fees, including CivicRec transfers that were initially deposited into the General Fund for May and June.

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

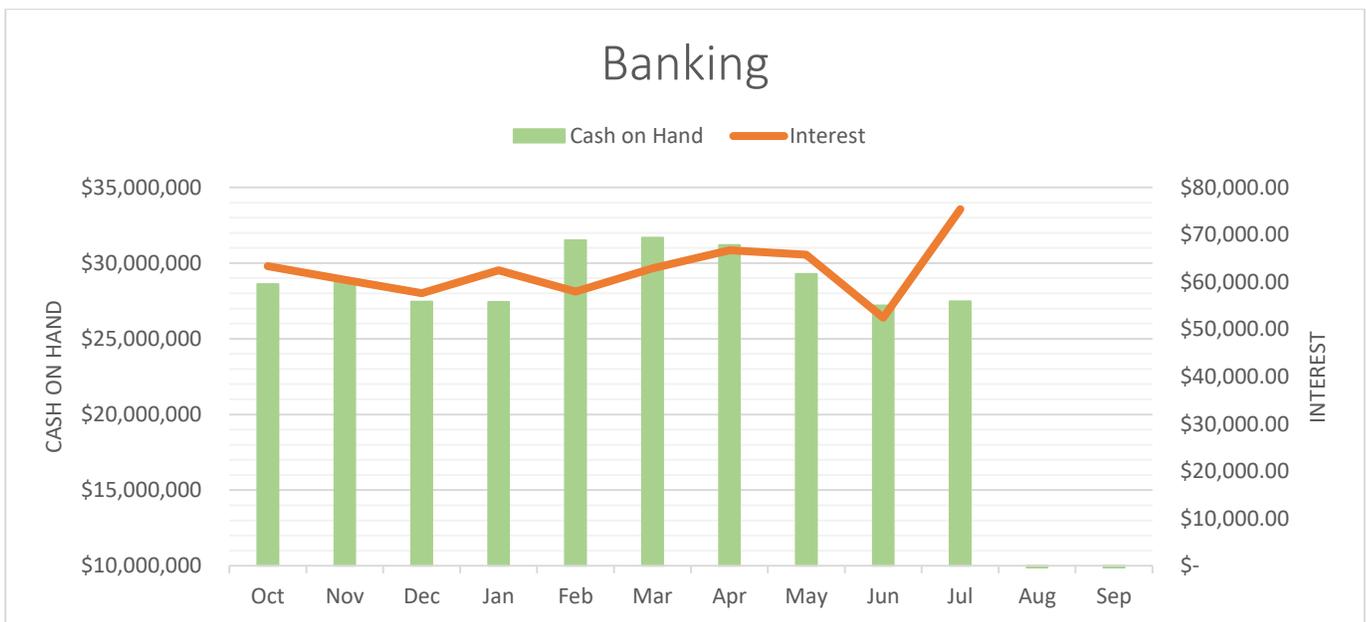


DRIPPING SPRINGS Texas

- 200-401-64030: Programing – This line item is currently overbudget. However, expenditures from this line item are based on program revenues collected, which have exceeded their budget, offsetting these expenditures. This will be reflected in the Projected FY 2024 budget.

Banking:

On July 31st, the City’s cash balance was **\$27.47 Million**. This is a 1.0% increase from the previous month’s cash balances. A total of **\$75,364.85** was collected in interest revenues in July.





DRIPPING SPRINGS
Texas

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund							
Revenue							
Department: 000 - Undesignated							
100-000-40000	Ad Valorem Tax	3,389,487.36	3,389,487.36	4,456.11	3,288,381.24	-101,106.12	2.98 %
100-000-40001	Sales Tax Revenue	3,800,000.00	3,800,000.00	382,444.92	3,857,739.17	57,739.17	101.52 %
100-000-40002	Mixed Beverage	75,000.00	75,000.00	10,015.03	85,074.77	10,074.77	113.43 %
100-000-40006	Ad Valorem Tax Penalty/Interest	4,000.00	4,000.00	892.44	9,264.19	5,264.19	231.60 %
100-000-41000	Solid Waste Franchise Fee	45,000.00	45,000.00	0.00	34,856.19	-10,143.81	22.54 %
100-000-42000	Alcohol Permit Fees	9,000.00	9,000.00	1,797.50	6,690.00	-2,310.00	25.67 %
100-000-46001	Other Revenues	40,000.00	40,000.00	64,967.91	524,540.85	484,540.85	1,311.35 %
100-000-46002	Interest	50,000.00	50,000.00	27,681.57	169,012.27	119,012.27	338.02 %
100-000-46013	Opioid Abatement	0.00	0.00	0.00	49.56	49.56	0.00 %
100-000-46014	Transportation Improvements Reim	240,000.00	240,000.00	0.00	0.00	-240,000.00	100.00 %
100-000-47001	Transfer from DSRP	10,400.00	10,400.00	0.00	0.00	-10,400.00	100.00 %
100-000-47013	Transfer From TIRZ	100,558.00	100,558.00	0.00	0.00	-100,558.00	100.00 %
	Department: 000 - Undesignated Total:	7,763,445.36	7,763,445.36	492,255.48	7,975,608.24	212,162.88	2.73%
Department: 105 - Communications							
100-105-43046	Eclipse Vendor Fee	0.00	0.00	0.00	250.00	250.00	0.00 %
100-105-44000	Sponsorships & Donations	30,000.00	30,000.00	0.00	20,302.50	-9,697.50	32.33 %
100-105-46006	Merchandise	17,500.00	17,500.00	-1,568.17	57,947.92	40,447.92	331.13 %
100-105-47005	Transfer from HOT	62,709.00	62,709.00	0.00	0.00	-62,709.00	100.00 %
	Department: 105 - Communications Total:	110,209.00	110,209.00	-1,568.17	78,500.42	-31,708.58	28.77%
Department: 200 - Planning & Development							
100-200-42001	Health Permits/Inspections	75,000.00	75,000.00	2,645.00	52,515.00	-22,485.00	29.98 %
100-200-43000	Site Development Fees	850,000.00	850,000.00	11,238.34	403,890.43	-446,109.57	52.48 %
100-200-43002	Zoning Fees	65,000.00	65,000.00	1,305.00	116,145.50	51,145.50	178.69 %
100-200-43030	Subdivision Fees	638,875.00	638,875.00	4,425.00	276,298.38	-362,576.62	56.75 %
	Department: 200 - Planning & Development Total:	1,628,875.00	1,628,875.00	19,613.34	848,849.31	-780,025.69	47.89%
Department: 201 - Building							
100-201-42007	Sign Permits	0.00	0.00	3,850.00	33,577.90	33,577.90	0.00 %
100-201-43029	Fire Inspections	50,000.00	50,000.00	6,379.80	59,504.87	9,504.87	119.01 %
100-201-43031	Building Code Fees	1,500,000.00	1,500,000.00	175,463.25	1,350,522.61	-149,477.39	9.97 %
	Department: 201 - Building Total:	1,550,000.00	1,550,000.00	185,693.05	1,443,605.38	-106,394.62	6.86%
Department: 400 - Parks & Recreation							
100-400-44000	Sponsorships & Donations	5,000.00	5,000.00	1,300.00	3,905.00	-1,095.00	21.90 %
100-400-44001	Community Service Fees	1,800.00	1,800.00	25.00	365.00	-1,435.00	79.72 %
100-400-44002	Program & Event Fees	22,600.00	22,600.00	0.00	6,257.00	-16,343.00	72.31 %
100-400-44004	Park Rental Income	6,000.00	6,000.00	550.00	12,893.00	6,893.00	214.88 %
100-400-47002	Transfer from Parkland Dedication	541,480.00	554,048.00	0.00	0.00	-554,048.00	100.00 %
100-400-47003	Transfer from Landscaping Fund	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
	Department: 400 - Parks & Recreation Total:	579,880.00	592,448.00	1,875.00	23,420.00	-569,028.00	96.05%
Department: 402 - Aquatics							
100-402-44003	Aquatic Fees	55,300.00	55,300.00	4,719.12	23,128.55	-32,171.45	58.18 %
100-402-44004	Park Rental Income	20,800.00	20,800.00	1,320.00	21,115.00	315.00	101.51 %
	Department: 402 - Aquatics Total:	76,100.00	76,100.00	6,039.12	44,243.55	-31,856.45	41.86%
Department: 404 - Founders Day							
100-404-45000	FD Craft/Business Booths	6,250.00	6,250.00	0.00	12,285.00	6,035.00	196.56 %
100-404-45001	FD Food Booths	1,300.00	1,300.00	0.00	1,575.00	275.00	121.15 %
100-404-45002	FD BBQ Cooker Registration Fees	4,600.00	4,600.00	0.00	4,950.00	350.00	107.61 %
100-404-45003	FD Carnival	14,000.00	14,000.00	0.00	16,739.00	2,739.00	119.56 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-404-45004	FD Parade Registration Fees	4,000.00	4,000.00	0.00	4,130.00	130.00	103.25 %
100-404-45005	FD Sponsorships	90,000.00	90,000.00	0.00	119,400.00	29,400.00	132.67 %
100-404-45006	FD Parking Fees	1,000.00	1,000.00	0.00	522.12	-477.88	47.79 %
100-404-45007	FD Electric Fees	3,300.00	3,300.00	0.00	2,470.00	-830.00	25.15 %
Department: 404 - Founders Day Total:		124,450.00	124,450.00	0.00	162,071.12	37,621.12	30.23%
Revenue Total:		11,832,959.36	11,845,527.36	703,907.82	10,576,298.02	-1,269,229.34	10.71%

Expense

Department: 000 - Undesignated

100-000-60000	Salaries	3,238,716.65	3,238,716.65	0.00	0.00	3,238,716.65	100.00 %
100-000-61000	Health Insurance	279,323.88	279,323.88	9,708.45	50,292.85	229,031.03	81.99 %
100-000-61001	Dental Insurance	0.00	0.00	1.04	3.22	-3.22	0.00 %
100-000-61002	Medicare	0.00	0.00	38.88	43.22	-43.22	0.00 %
100-000-61003	Social Security	0.00	0.00	166.26	184.81	-184.81	0.00 %
100-000-61004	Unemployment	0.00	0.00	38.40	38.40	-38.40	0.00 %
100-000-61005	Federal Withholding	259,605.82	259,605.82	0.00	0.00	259,605.82	100.00 %
100-000-61006	TMRS	185,186.55	185,186.55	17.70	35.88	185,150.67	99.98 %
100-000-62009	Human Resources Consultant	28,306.00	28,306.00	1,833.33	29,397.67	-1,091.67	-3.86 %
100-000-63004	Dues, Fees & Subscriptions	31,500.00	31,500.00	-2,431.45	77,083.14	-45,583.14	-144.71 %
100-000-63005	Training/Continuing Education	84,158.93	84,158.93	2,037.47	68,857.33	15,301.60	18.18 %
100-000-64000	Office Supplies	35,000.00	35,000.00	3,729.17	29,547.82	5,452.18	15.58 %
100-000-64004	Office Furniture and Equipment	10,300.00	10,300.00	0.00	299.99	10,000.01	97.09 %
100-000-66002	Postage & Shipping	3,500.00	3,500.00	0.00	3,521.94	-21.94	-0.63 %
100-000-68004	Animal Control	3,400.00	3,400.00	3,400.00	3,400.00	0.00	0.00 %
100-000-69002	Economic Development	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00 %
100-000-70001	Mileage	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-000-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
100-000-70003	Other Expenses	10,000.00	10,000.00	162.75	270.16	9,729.84	97.30 %
100-000-90000	Transfer to Reserve Fund	500,000.00	500,000.00	0.00	0.00	500,000.00	100.00 %
100-000-90002	Transfer to TIRZ	668,644.77	668,644.77	0.00	0.00	668,644.77	100.00 %
100-000-90011	Transfer to Capital Improvements	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00 %
100-000-90013	Transfer to Vehicle Replacement Fu	86,010.00	86,010.00	0.00	0.00	86,010.00	100.00 %
100-000-90015	Transfer to Farmers Marke	16,679.31	16,679.31	0.00	0.00	16,679.31	100.00 %
Department: 000 - Undesignated Total:		5,797,331.91	5,797,331.91	18,702.00	267,976.43	5,529,355.48	95.38%

Department: 100 - City Council/Boards & Commissions

100-100-69000	Family Violence Center	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
100-100-69008	Land Acquisition	10,000.00	10,000.00	0.00	67,500.00	-57,500.00	-575.00 %
Department: 100 - City Council/Boards & Commissions Total:		17,000.00	17,000.00	0.00	67,500.00	-50,500.00	-297.06%

Department: 101 - City Administrators Office

100-101-60000	Regular Employees	0.00	0.00	39,010.70	432,028.80	-432,028.80	0.00 %
100-101-60002	Overtime	0.00	0.00	17.95	1,323.35	-1,323.35	0.00 %
100-101-61000	Health Insurance	0.00	0.00	1,471.12	15,711.83	-15,711.83	0.00 %
100-101-61001	Dental Insurance	0.00	0.00	134.80	1,449.10	-1,449.10	0.00 %
100-101-61002	Medicare	0.00	0.00	533.44	5,926.60	-5,926.60	0.00 %
100-101-61003	Social Security	0.00	0.00	2,281.00	22,741.42	-22,741.42	0.00 %
100-101-61004	Unemployment	0.00	0.00	0.00	575.99	-575.99	0.00 %
100-101-61006	TMRS	0.00	0.00	2,302.68	25,519.57	-25,519.57	0.00 %
Department: 101 - City Administrators Office Total:		0.00	0.00	45,751.69	505,276.66	-505,276.66	0.00%

Department: 102 - City Secretary

100-102-60000	Regular Employees	0.00	0.00	9,751.44	116,228.11	-116,228.11	0.00 %
100-102-60001	Part-time Employees	0.00	0.00	2,255.40	5,758.40	-5,758.40	0.00 %
100-102-60002	Overtime	0.00	0.00	68.59	2,018.13	-2,018.13	0.00 %
100-102-61000	Health Insurance	0.00	0.00	965.04	9,668.06	-9,668.06	0.00 %
100-102-61001	Dental Insurance	0.00	0.00	67.40	674.00	-674.00	0.00 %
100-102-61002	Medicare	0.00	0.00	173.67	1,775.72	-1,775.72	0.00 %
100-102-61003	Social Security	0.00	0.00	742.60	7,592.71	-7,592.71	0.00 %
100-102-61004	Unemployment	0.00	0.00	128.54	519.99	-519.99	0.00 %
100-102-61006	TMRS	0.00	0.00	578.83	6,990.25	-6,990.25	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-102-62000	Municipal Election	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
100-102-62018	Code Publication	5,200.00	5,200.00	0.00	5,138.07	61.93	1.19 %
100-102-64003	Uniforms	0.00	0.00	0.00	138.00	-138.00	0.00 %
100-102-64032	Meeting Supplies	12,700.00	12,700.00	1,608.85	5,215.25	7,484.75	58.94 %
100-102-66003	Public Notices	2,000.00	2,000.00	0.00	2,549.43	-549.43	-27.47 %
100-102-69003	Records Management	1,220.00	1,220.00	120.00	754.00	466.00	38.20 %
Department: 102 - City Secretary Total:		29,120.00	29,120.00	16,460.36	165,020.12	-135,900.12	-466.69%
Department: 103 - Courts							
100-103-62003	Muni Court Attorney/ Judge	15,500.00	15,500.00	1,373.39	5,575.89	9,924.11	64.03 %
Department: 103 - Courts Total:		15,500.00	15,500.00	1,373.39	5,575.89	9,924.11	64.03%
Department: 104 - City Attorney							
100-104-60000	Regular Employees	0.00	0.00	20,035.96	187,835.29	-187,835.29	0.00 %
100-104-60001	Part-time Employees	0.00	0.00	0.00	265.00	-265.00	0.00 %
100-104-61000	Health Insurance	0.00	0.00	978.72	8,080.38	-8,080.38	0.00 %
100-104-61001	Dental Insurance	0.00	0.00	67.40	556.05	-556.05	0.00 %
100-104-61002	Medicare	0.00	0.00	288.22	2,703.09	-2,703.09	0.00 %
100-104-61003	Social Security	0.00	0.00	1,232.42	11,558.45	-11,558.45	0.00 %
100-104-61004	Unemployment	0.00	0.00	0.00	292.23	-292.23	0.00 %
100-104-61006	TMRS	0.00	0.00	1,182.12	11,131.21	-11,131.21	0.00 %
100-104-62003	Special Counsel and Consultants	49,000.00	49,000.00	6,425.00	37,104.97	11,895.03	24.28 %
Department: 104 - City Attorney Total:		49,000.00	49,000.00	30,209.84	259,526.67	-210,526.67	-429.65%
Department: 105 - Communications							
100-105-60000	Regular Employees	0.00	0.00	13,696.29	151,473.37	-151,473.37	0.00 %
100-105-61000	Health Insurance	0.00	0.00	992.04	10,907.88	-10,907.88	0.00 %
100-105-61001	Dental Insurance	0.00	0.00	67.40	741.40	-741.40	0.00 %
100-105-61002	Medicare	0.00	0.00	197.56	2,184.96	-2,184.96	0.00 %
100-105-61003	Social Security	0.00	0.00	844.70	9,342.18	-9,342.18	0.00 %
100-105-61004	Unemployment	0.00	0.00	0.00	287.99	-287.99	0.00 %
100-105-61006	TMRS	0.00	0.00	808.08	8,978.58	-8,978.58	0.00 %
100-105-63023	General Maintenance	32,670.00	32,670.00	111.03	31,342.03	1,327.97	4.06 %
100-105-64021	Merchandise	23,639.00	23,639.00	-30.00	43,589.73	-19,950.73	-84.40 %
100-105-66000	Website	6,800.00	6,800.00	0.00	6,916.24	-116.24	-1.71 %
100-105-66005	Public Relations	15,300.00	15,300.00	46.00	5,613.09	9,686.91	63.31 %
100-105-66010	Events, Entertainment & Activities	28,500.00	28,500.00	0.00	3,561.02	24,938.98	87.51 %
100-105-70003	Other Expenses	25,400.00	25,400.00	0.00	17,301.30	8,098.70	31.88 %
Department: 105 - Communications Total:		132,309.00	132,309.00	16,733.10	292,239.77	-159,930.77	-120.88%
Department: 106 - IT							
100-106-60000	Regular Employees	0.00	0.00	5,871.12	65,874.46	-65,874.46	0.00 %
100-106-61000	Health Insurance	0.00	0.00	499.70	5,495.64	-5,495.64	0.00 %
100-106-61001	Dental Insurance	0.00	0.00	33.70	370.70	-370.70	0.00 %
100-106-61002	Medicare	0.00	0.00	84.96	953.29	-953.29	0.00 %
100-106-61003	Social Security	0.00	0.00	363.24	4,075.77	-4,075.77	0.00 %
100-106-61004	Unemployment	0.00	0.00	0.00	144.00	-144.00	0.00 %
100-106-61006	TMRS	0.00	0.00	346.40	3,909.43	-3,909.43	0.00 %
100-106-64001	Office IT Equipment & Support	139,499.00	139,499.00	5,675.79	142,618.98	-3,119.98	-2.24 %
100-106-64002	Software	192,000.00	192,000.00	-1,986.49	155,026.57	36,973.43	19.26 %
100-106-65000	Network/Phone	58,395.84	58,395.84	7,233.74	56,399.92	1,995.92	3.42 %
Department: 106 - IT Total:		389,894.84	389,894.84	18,122.16	434,868.76	-44,973.92	-11.53%
Department: 107 - Finance							
100-107-60000	Regular Employees	0.00	0.00	23,076.43	233,502.46	-233,502.46	0.00 %
100-107-60002	Overtime	0.00	0.00	0.00	323.80	-323.80	0.00 %
100-107-61000	Health Insurance	0.00	0.00	1,926.20	18,208.94	-18,208.94	0.00 %
100-107-61001	Dental Insurance	0.00	0.00	133.76	1,262.71	-1,262.71	0.00 %
100-107-61002	Medicare	0.00	0.00	297.31	3,010.54	-3,010.54	0.00 %
100-107-61003	Social Security	0.00	0.00	1,271.23	12,872.25	-12,872.25	0.00 %
100-107-61004	Unemployment	0.00	0.00	0.00	431.99	-431.99	0.00 %
100-107-61006	TMRS	0.00	0.00	1,361.50	13,479.24	-13,479.24	0.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining	
100-107-62001	Financial Services	37,500.00	37,500.00	18,250.00	59,250.00	-21,750.00	-58.00 %
100-107-67000	TML Liability Insurance	27,277.00	27,277.00	9,353.07	20,440.57	6,836.43	25.06 %
100-107-67001	TML Property Insurance	48,810.00	48,810.00	13,478.00	54,155.00	-5,345.00	-10.95 %
100-107-67002	TML Workmen's Comp Insurance	34,656.00	34,656.00	8,664.00	52,671.00	-18,015.00	-51.98 %
100-107-70001	Mileage	0.00	0.00	0.00	207.45	-207.45	0.00 %
100-107-80004	Series 2024	367,000.00	367,000.00	0.00	0.00	367,000.00	100.00 %
100-107-90003	Transfer to Wastewater Utility Fund	760,000.00	760,000.00	154,081.64	771,547.83	-11,547.83	-1.52 %
100-107-90004	SPA & ECO D Transfers	218,880.00	218,880.00	51,659.67	185,125.34	33,754.66	15.42 %
Department: 107 - Finance Total:		1,494,123.00	1,494,123.00	283,552.81	1,426,489.12	67,633.88	4.53%
Department: 200 - Planning & Development							
100-200-60000	Regular Employees	0.00	0.00	12,116.20	156,548.56	-156,548.56	0.00 %
100-200-60002	Overtime	0.00	0.00	0.00	410.41	-410.41	0.00 %
100-200-61000	Health Insurance	0.00	0.00	990.16	13,291.52	-13,291.52	0.00 %
100-200-61001	Dental Insurance	0.00	0.00	67.40	909.90	-909.90	0.00 %
100-200-61002	Medicare	0.00	0.00	167.68	2,184.20	-2,184.20	0.00 %
100-200-61003	Social Security	0.00	0.00	716.96	9,338.99	-9,338.99	0.00 %
100-200-61004	Unemployment	0.00	0.00	0.00	428.92	-428.92	0.00 %
100-200-61006	TMRS	0.00	0.00	714.86	9,310.89	-9,310.89	0.00 %
100-200-62002	Engineering & Surveying	70,000.00	70,000.00	0.00	14,018.75	55,981.25	79.97 %
100-200-62005	Health Inspector	60,000.00	60,000.00	4,600.00	44,121.30	15,878.70	26.46 %
100-200-62006	Architectural & Landscape Consulta	5,000.00	5,000.00	0.00	1,773.26	3,226.74	64.53 %
100-200-62007	Historic District Consultant	13,500.00	19,750.00	3,250.00	12,090.40	7,659.60	38.78 %
100-200-62010	Miscellaneous Consultant	165,000.00	257,119.92	11.20	23,563.07	233,556.85	90.84 %
Department: 200 - Planning & Development Total:		313,500.00	411,869.92	22,634.46	287,990.17	123,879.75	30.08%
Department: 201 - Building							
100-201-60000	Regular Employees	0.00	0.00	38,579.13	326,670.92	-326,670.92	0.00 %
100-201-60002	Overtime	0.00	0.00	880.18	8,975.57	-8,975.57	0.00 %
100-201-61000	Health Insurance	0.00	0.00	3,379.05	32,753.99	-32,753.99	0.00 %
100-201-61001	Dental Insurance	0.00	0.00	235.90	2,290.41	-2,290.41	0.00 %
100-201-61002	Medicare	0.00	0.00	551.81	4,708.49	-4,708.49	0.00 %
100-201-61003	Social Security	0.00	0.00	2,359.44	20,132.12	-20,132.12	0.00 %
100-201-61004	Unemployment	0.00	0.00	27.37	1,223.79	-1,223.79	0.00 %
100-201-61006	TMRS	0.00	0.00	2,328.10	19,893.69	-19,893.69	0.00 %
100-201-62004	Bldg. Inspector	750,000.00	750,000.00	86,455.00	594,870.00	155,130.00	20.68 %
100-201-62008	Lighting Consultant	2,000.00	2,000.00	0.00	983.75	1,016.25	50.81 %
100-201-62014	FireInspector	40,000.00	40,000.00	0.00	49,448.43	-9,448.43	-23.62 %
100-201-64003	Uniforms	0.00	0.00	369.99	3,437.74	-3,437.74	0.00 %
Department: 201 - Building Total:		792,000.00	792,000.00	135,165.97	1,065,388.90	-273,388.90	-34.52%
Department: 300 - Wastewater							
100-300-60000	Regular Employees	0.00	0.00	0.00	49,404.97	-49,404.97	0.00 %
100-300-61000	Health Insurance	0.00	0.00	0.00	2,448.22	-2,448.22	0.00 %
100-300-61001	Dental Insurance	0.00	0.00	0.00	168.50	-168.50	0.00 %
100-300-61002	Medicare	0.00	0.00	0.00	677.82	-677.82	0.00 %
100-300-61003	Social Security	0.00	0.00	0.00	2,898.32	-2,898.32	0.00 %
100-300-61004	Unemployment	0.00	0.00	0.00	143.99	-143.99	0.00 %
100-300-61006	TMRS	0.00	0.00	0.00	2,924.70	-2,924.70	0.00 %
100-300-71001	Transportation Improvement Proje	1,140,000.00	1,140,000.00	13,995.75	1,231,146.48	-91,146.48	-8.00 %
Department: 300 - Wastewater Total:		1,140,000.00	1,140,000.00	13,995.75	1,289,813.00	-149,813.00	-13.14%
Department: 304 - Maintenance							
100-304-60000	Regular Employees	0.00	0.00	36,832.33	348,219.93	-348,219.93	0.00 %
100-304-60002	Overtime	0.00	0.00	684.92	10,506.59	-10,506.59	0.00 %
100-304-60003	On Call Pay	0.00	0.00	800.00	9,000.00	-9,000.00	0.00 %
100-304-61000	Health Insurance	0.00	0.00	3,375.98	36,871.50	-36,871.50	0.00 %
100-304-61001	Dental Insurance	0.00	0.00	235.90	2,578.05	-2,578.05	0.00 %
100-304-61002	Medicare	0.00	0.00	552.23	5,199.39	-5,199.39	0.00 %
100-304-61003	Social Security	0.00	0.00	2,361.27	22,231.94	-22,231.94	0.00 %
100-304-61004	Unemployment	0.00	0.00	192.32	1,442.86	-1,442.86	0.00 %

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
100-304-61006	TMRS	0.00	0.00	2,260.73	21,731.40	-21,731.40	0.00 %
100-304-63000	Office Maintenance/Repairs	19,860.00	19,860.00	3,368.27	15,511.20	4,348.80	21.90 %
100-304-63001	Equipment Maintenance	6,750.00	6,750.00	378.38	2,498.60	4,251.40	62.98 %
100-304-63002	Fleet Maintenance	78,020.00	78,020.00	14,474.01	40,745.18	37,274.82	47.78 %
100-304-63008	Stephenson Building & Lawn Maint	550.00	550.00	0.00	0.00	550.00	100.00 %
100-304-63009	Street/ROW Maintenance	211,005.00	211,005.00	608.71	60,257.80	150,747.20	71.44 %
100-304-63018	Triangle/Veterans Park Maintenanc	0.00	0.00	0.00	86.20	-86.20	0.00 %
100-304-64003	Uniforms	17,500.00	17,500.00	1,591.51	7,703.40	9,796.60	55.98 %
100-304-64004	Office Furniture and Equipment	0.00	0.00	0.00	569.99	-569.99	0.00 %
100-304-64006	Fleet Acquisition	361,000.00	361,000.00	0.00	312,294.04	48,705.96	13.49 %
100-304-64009	Maintenance Equipment	8,500.00	8,500.00	3,218.91	5,836.34	2,663.66	31.34 %
100-304-64010	Maintenance Supplies	6,500.00	6,500.00	396.90	2,273.86	4,226.14	65.02 %
100-304-65001	Street Electricity	20,000.00	20,000.00	1,783.83	15,865.33	4,134.67	20.67 %
100-304-65002	City Streets Water	4,000.00	4,000.00	281.85	2,535.77	1,464.23	36.61 %
100-304-65003	Office Electricity	5,500.00	5,500.00	1,277.81	6,469.79	-969.79	-17.63 %
100-304-65004	Office Water	650.00	650.00	347.68	847.65	-197.65	-30.41 %
100-304-65005	Stephenson Bldg Electric	1,500.00	1,500.00	76.50	689.28	810.72	54.05 %
100-304-65006	Stephenson Water	500.00	500.00	66.55	408.02	91.98	18.40 %
100-304-65009	Triangle Electric	0.00	0.00	38.25	344.25	-344.25	0.00 %
100-304-69001	Lighting Compliance	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-304-69006	Stephenson Bldg Improvements	92,025.00	92,025.00	12,007.43	132,325.02	-40,300.02	-43.79 %
100-304-69010	Downtown Bathroom	200,000.00	200,000.00	0.00	4,945.00	195,055.00	97.53 %
100-304-69011	City Hall Planning	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
100-304-71002	Street Improvements	660,000.00	660,000.00	323,709.62	324,954.62	335,045.38	50.76 %
100-304-71003	City Hall Improvements	556,000.00	556,000.00	0.00	9,300.00	546,700.00	98.33 %
Department: 304 - Maintenance Total:		2,271,860.00	2,271,860.00	410,921.89	1,404,243.00	867,617.00	38.19%
Department: 400 - Parks & Recreation							
100-400-60000	Regular Employees	0.00	0.00	24,122.85	211,195.86	-211,195.86	0.00 %
100-400-60001	Part-time Employees	27,801.76	27,801.76	0.00	0.00	27,801.76	100.00 %
100-400-60002	Overtime	0.00	0.00	131.48	1,905.47	-1,905.47	0.00 %
100-400-60003	On Call Pay	0.00	0.00	200.00	400.00	-400.00	0.00 %
100-400-60005	Camp Staff	0.00	0.00	25,654.89	65,873.54	-65,873.54	0.00 %
100-400-60006	Camp Staff OT	0.00	0.00	321.45	979.82	-979.82	0.00 %
100-400-61000	Health Insurance	0.00	0.00	1,007.82	7,037.73	-7,037.73	0.00 %
100-400-61001	Dental Insurance	0.00	0.00	67.63	463.19	-463.19	0.00 %
100-400-61002	Medicare	0.00	0.00	729.79	4,048.43	-4,048.43	0.00 %
100-400-61003	Social Security	0.00	0.00	3,120.55	17,310.86	-17,310.86	0.00 %
100-400-61004	Unemployment	0.00	0.00	441.67	1,824.42	-1,824.42	0.00 %
100-400-61006	TMRS	0.00	0.00	1,239.72	11,330.63	-11,330.63	0.00 %
100-400-63004	Dues, Fees & Subscriptions	3,402.00	3,402.00	0.00	2,158.45	1,243.55	36.55 %
100-400-63010	Sports & Rec Park Lawn Mainten	0.00	0.00	1,070.00	4,960.00	-4,960.00	0.00 %
100-400-63011	Founders Park Lawn Maintenance	0.00	0.00	1,000.00	4,540.00	-4,540.00	0.00 %
100-400-63012	Charro Ranch Landscaping	0.00	0.00	975.00	3,940.00	-3,940.00	0.00 %
100-400-63013	General Parks Maintenance	9,000.00	9,000.00	4,159.10	6,170.67	2,829.33	31.44 %
100-400-63015	Founders Park/Pool Maintenance	17,740.00	17,740.00	24.18	2,782.44	14,957.56	84.32 %
100-400-63016	Sports & Rec Park Maintenance	42,920.00	42,920.00	1,716.10	13,067.74	29,852.26	69.55 %
100-400-63017	Charro Ranch Park Maintenance	9,300.00	9,300.00	540.00	1,020.44	8,279.56	89.03 %
100-400-63018	Triangle/Veterans Park Maintenanc	700.00	700.00	0.00	122.41	577.59	82.51 %
100-400-63036	Skate Park Maintenance	500.00	500.00	0.00	0.00	500.00	100.00 %
100-400-63037	Rathgeber Maintenance	0.00	0.00	0.00	36.93	-36.93	0.00 %
100-400-64005	Equipment Rental	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-400-64011	Park Supplies	8,550.00	8,550.00	311.19	3,119.47	5,430.53	63.51 %
100-400-64012	Charro Ranch Supplies	1,250.00	1,250.00	164.98	475.52	774.48	61.96 %
100-400-64013	Founders Park/Pool Supplies	0.00	0.00	1,344.01	12,529.60	-12,529.60	0.00 %
100-400-64014	Sports & Rec Park Supplies	400.00	400.00	10.93	104.59	295.41	73.85 %
100-400-64015	Park Program & Event Supplies	10,950.00	10,950.00	2,272.12	5,913.89	5,036.11	45.99 %
100-400-64033	Rathgeber Supplies	600.00	600.00	14.79	749.86	-149.86	-24.98 %
100-400-65000	Network/Phone	8,568.00	8,568.00	0.00	0.00	8,568.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-400-65007	Portable Toilets	7,250.00	7,250.00	780.00	6,375.00	875.00	12.07 %
100-400-65009	Triangle Electric	500.00	500.00	0.00	0.00	500.00	100.00 %
100-400-65010	Triangle Water	500.00	500.00	35.18	316.62	183.38	36.68 %
100-400-65011	Sports & Rec Park Water	13,000.00	13,000.00	3,179.41	8,847.99	4,152.01	31.94 %
100-400-65012	Sports & Rec Park Electricity	2,500.00	2,500.00	440.75	2,030.82	469.18	18.77 %
100-400-65014	Founders Park/Pool Electricity	0.00	0.00	524.97	4,527.55	-4,527.55	0.00 %
100-400-66001	Advertising	16,250.00	16,250.00	0.00	6,394.28	9,855.72	60.65 %
100-400-70003	Other Expenses	13,320.00	13,320.00	0.00	179.31	13,140.69	98.65 %
100-400-71004	All Parks Improvements	156,500.00	156,500.00	874.00	11,628.82	144,871.18	92.57 %
100-400-71005	Founders Park/Pool Improvmts	597,000.00	597,000.00	229,475.25	341,704.50	255,295.50	42.76 %
100-400-71006	Sports & Rec Park Improvements	54,000.00	66,560.00	0.00	0.00	66,560.00	100.00 %
100-400-71007	Charro Ranch Improvements	600.00	600.00	0.00	0.00	600.00	100.00 %
100-400-71010	Rathgeber Improvements	215,000.00	215,000.00	90,636.70	248,268.25	-33,268.25	-15.47 %
100-400-71012	Skate Park Improvements	150,000.00	150,000.00	26,516.58	153,623.10	-3,623.10	-2.42 %
Department: 400 - Parks & Recreation Total:		1,369,101.76	1,381,661.76	423,103.09	1,167,958.20	213,703.56	15.47%
Department: 401 - DSRP							
100-401-60000	Regular Employees	540,752.60	540,752.60	39,630.91	448,273.67	92,478.93	17.10 %
100-401-60002	Overtime	0.00	0.00	374.16	7,399.18	-7,399.18	0.00 %
100-401-60003	On Call Pay	0.00	0.00	600.00	8,400.00	-8,400.00	0.00 %
100-401-61000	Health Insurance	66,694.30	66,694.30	4,325.86	51,963.44	14,730.86	22.09 %
100-401-61001	Dental Insurance	0.00	0.00	303.07	3,647.22	-3,647.22	0.00 %
100-401-61002	Medicare	0.00	0.00	552.57	6,333.75	-6,333.75	0.00 %
100-401-61003	Social Security	0.00	0.00	2,362.77	27,082.48	-27,082.48	0.00 %
100-401-61004	Unemployment	0.00	0.00	0.00	1,792.41	-1,792.41	0.00 %
100-401-61005	Federal Withholding	43,887.57	43,887.57	0.00	0.00	43,887.57	100.00 %
100-401-61006	TMRS	31,931.44	31,931.44	2,395.72	27,323.09	4,608.35	14.43 %
Department: 401 - DSRP Total:		683,265.91	683,265.91	50,545.06	582,215.24	101,050.67	14.79%
Department: 402 - Aquatics							
100-402-60000	Regular Employees	0.00	0.00	5,000.00	36,633.74	-36,633.74	0.00 %
100-402-60007	Aquatic Staff	130,642.09	130,642.09	17,862.00	42,916.41	87,725.68	67.15 %
100-402-61000	Health Insurance	0.00	0.00	482.88	4,101.02	-4,101.02	0.00 %
100-402-61001	Dental Insurance	0.00	0.00	33.70	286.45	-286.45	0.00 %
100-402-61002	Medicare	0.00	0.00	331.52	1,137.46	-1,137.46	0.00 %
100-402-61003	Social Security	0.00	0.00	1,417.44	4,863.53	-4,863.53	0.00 %
100-402-61004	Unemployment	0.00	0.00	285.77	830.65	-830.65	0.00 %
100-402-61006	TMRS	0.00	0.00	295.00	2,160.30	-2,160.30	0.00 %
100-402-63015	Founders Park/Pool Maintenance	36,000.00	36,000.00	65.45	65.45	35,934.55	99.82 %
100-402-64013	Pool Supplies	40,075.00	40,075.00	180.49	12,275.62	27,799.38	69.37 %
100-402-65000	Network/Phone	3,040.00	3,040.00	170.87	3,365.37	-325.37	-10.70 %
100-402-65013	FMP Pool/Pavilion Water	6,000.00	6,000.00	309.04	1,956.20	4,043.80	67.40 %
100-402-65014	FMP Pool/Pavilion Electric	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-402-65019	Propane/Natural Gas	13,250.00	13,250.00	2,514.90	2,514.90	10,735.10	81.02 %
Department: 402 - Aquatics Total:		234,007.09	234,007.09	28,949.06	113,107.10	120,899.99	51.67%
Department: 404 - Founders Day							
100-404-63019	FD Clean Up	20,000.00	20,000.00	0.00	15,572.66	4,427.34	22.14 %
100-404-63038	FD Transportation	7,000.00	7,000.00	0.00	5,700.00	1,300.00	18.57 %
100-404-64016	FD Event Supplies	7,750.00	7,750.00	0.00	5,768.86	1,981.14	25.56 %
100-404-64017	FD Event Tent, Table, & Chairs	4,400.00	4,400.00	0.00	6,992.75	-2,592.75	-58.93 %
100-404-64018	FD Barricades	6,500.00	6,500.00	0.00	8,160.00	-1,660.00	-25.54 %
100-404-65007	Portable Toilets	15,000.00	15,000.00	0.00	8,368.10	6,631.90	44.21 %
100-404-65016	FD Electricity	2,225.00	2,225.00	307.17	1,332.26	892.74	40.12 %
100-404-66008	FD Parade	650.00	650.00	0.00	17.08	632.92	97.37 %
100-404-66009	FD Publicity	2,500.00	2,500.00	0.00	527.51	1,972.49	78.90 %
100-404-66010	Events, Entertainment & Activities	22,500.00	22,500.00	0.00	20,426.66	2,073.34	9.21 %
100-404-66012	FD Sponsorship	6,000.00	6,000.00	540.52	3,357.07	2,642.93	44.05 %
100-404-68005	FD Security	35,000.00	35,000.00	0.00	37,621.65	-2,621.65	-7.49 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-404-68006	FD Health, Safety & Lighting	30,500.00	30,500.00	0.00	26,298.42	4,201.58	13.78 %
	Department: 404 - Founders Day Total:	160,025.00	160,025.00	847.69	140,143.02	19,881.98	12.42%
	Department: 500 - Emergency Management						
100-500-60000	Regular Employees	0.00	0.00	6,074.32	67,218.72	-67,218.72	0.00 %
100-500-61000	Health Insurance	0.00	0.00	17.06	186.54	-186.54	0.00 %
100-500-61001	Dental Insurance	0.00	0.00	33.70	370.70	-370.70	0.00 %
100-500-61002	Medicare	0.00	0.00	87.32	966.33	-966.33	0.00 %
100-500-61003	Social Security	0.00	0.00	373.34	4,131.52	-4,131.52	0.00 %
100-500-61004	Unemployment	0.00	0.00	0.00	143.99	-143.99	0.00 %
100-500-61006	TMRS	0.00	0.00	358.38	3,964.16	-3,964.16	0.00 %
100-500-64008	Fuel	0.00	0.00	95.00	95.00	-95.00	0.00 %
100-500-68000	Emergency Management Equip	79,200.00	79,200.00	52,026.00	73,484.82	5,715.18	7.22 %
100-500-68001	Emergency Fire& Safety	996.00	996.00	1,103.00	8,728.68	-7,732.68	-776.37 %
100-500-68002	Emergency Management PR	2,000.00	2,000.00	0.00	890.92	1,109.08	55.45 %
100-500-68003	Emergency Equipment Maint	12,102.00	12,102.00	289.00	12,943.01	-841.01	-6.95 %
100-500-70015	Winter Storm Mara	0.00	0.00	0.00	-103,775.15	103,775.15	0.00 %
	Department: 500 - Emergency Management Total:	94,298.00	94,298.00	60,457.12	69,349.24	24,948.76	26.46%
	Expense Total:	14,982,336.51	15,093,266.43	1,577,525.44	9,544,681.29	5,548,585.14	36.76%
	Fund: 100 - General Fund Surplus (Deficit):	-3,149,377.15	-3,247,739.07	-873,617.62	1,031,616.73	4,279,355.80	131.76%
	Fund: 200 - Dripping Springs Ranch Park						
	Revenue						
	Department: 401 - DSRP						
200-401-42008	Riding Permit Fees	9,500.00	9,500.00	610.00	7,220.00	-2,280.00	24.00 %
200-401-43010	Stall Rental Fees	37,200.00	37,200.00	2,150.00	42,641.99	5,441.99	114.63 %
200-401-43011	RV Site Rental Fees	19,000.00	19,000.00	1,155.00	26,040.82	7,040.82	137.06 %
200-401-43012	Facility Rental Fees	113,500.00	113,500.00	9,310.00	140,624.27	27,124.27	123.90 %
200-401-43013	Equipment Rental Fees	6,000.00	6,000.00	2,000.00	13,514.48	7,514.48	225.24 %
200-401-43014	Staff & Miscellaneous Fees	4,000.00	4,000.00	1,050.00	4,395.00	395.00	109.88 %
200-401-43015	Cleaning Fees	25,000.00	25,000.00	2,050.00	24,539.46	-460.54	1.84 %
200-401-44000	Sponsorships & Donations	52,275.00	52,275.00	0.00	9,358.20	-42,916.80	82.10 %
200-401-44005	Coyote Camp	137,100.00	137,100.00	15,959.91	116,123.41	-20,976.59	15.30 %
200-401-44006	Riding Series	35,000.00	35,000.00	5,620.00	32,784.25	-2,215.75	6.33 %
200-401-44007	Miscellaneous Events	2,000.00	2,000.00	18,060.00	77,421.00	75,421.00	3,871.05 %
200-401-44008	Program Fees	15,100.00	15,100.00	5,391.16	35,189.40	20,089.40	233.04 %
200-401-44009	Ice Rink	0.00	0.00	0.00	82,494.27	82,494.27	0.00 %
200-401-44011	Ice Rink	329,425.00	320,625.00	0.00	0.00	-320,625.00	100.00 %
200-401-44012	Rink Merchandise	0.00	0.00	0.00	439.00	439.00	0.00 %
200-401-46001	Other Revenues	500.00	500.00	978.00	1,426.00	926.00	285.20 %
200-401-46002	Interest	2,000.00	2,000.00	799.61	7,032.60	5,032.60	351.63 %
200-401-46006	Merchandise Sales	22,065.20	22,065.20	2,674.92	26,109.44	4,044.24	118.33 %
200-401-47005	Transfer from HOT Fund	300,000.00	308,800.00	0.00	150,000.00	-158,800.00	51.42 %
	Department: 401 - DSRP Total:	1,109,665.20	1,109,665.20	67,808.60	797,353.59	-312,311.61	28.14%
	Revenue Total:	1,109,665.20	1,109,665.20	67,808.60	797,353.59	-312,311.61	28.14%
	Expense						
	Department: 400 - Parks & Recreation						
200-400-63035	Ranch House Maintenance	10,000.00	10,000.00	360.00	4,090.09	5,909.91	59.10 %
200-400-64024	Ranch House Supplies	1,000.00	1,000.00	0.00	15.38	984.62	98.46 %
	Department: 400 - Parks & Recreation Total:	11,000.00	11,000.00	360.00	4,105.47	6,894.53	62.68%
	Department: 401 - DSRP						
200-401-60003	On Call Pay	10,400.00	10,400.00	0.00	0.00	10,400.00	100.00 %
200-401-60005	Camp Staff	108,246.48	108,246.48	0.00	0.00	108,246.48	100.00 %
200-401-63000	Building/Office Maintenance	0.00	0.00	12,112.62	53,122.74	-53,122.74	0.00 %
200-401-63001	Equipment Maintenance	25,000.00	25,000.00	6,516.24	22,344.69	2,655.31	10.62 %
200-401-63002	Fleet Maintenance	5,500.00	5,500.00	7.99	155.55	5,344.45	97.17 %
200-401-63003	Lawn Maintenance	0.00	0.00	0.00	7,397.11	-7,397.11	0.00 %
200-401-63004	Dues, Fees & Subscriptions	5,127.50	5,127.50	638.88	5,765.55	-638.05	-12.44 %

		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable	Percent
						(Unfavorable)	Remaining
200-401-63005	Training/Continuing Education	12,400.00	12,400.00	32.00	1,158.85	11,241.15	90.65 %
200-401-63023	General Maintenance	177,387.24	177,387.24	4,514.00	10,783.62	166,603.62	93.92 %
200-401-63024	Stall Cleaning & Repair	4,000.00	4,000.00	0.00	4,200.00	-200.00	-5.00 %
200-401-63028	Lift Station Maintenance	12,000.00	12,000.00	2,950.00	15,960.50	-3,960.50	-33.00 %
200-401-64000	Office Supplies	10,000.00	10,000.00	371.66	1,586.03	8,413.97	84.14 %
200-401-64001	IT Equipment	5,000.00	5,000.00	0.00	4,262.67	737.33	14.75 %
200-401-64003	Uniforms	3,500.00	3,500.00	0.00	272.00	3,228.00	92.23 %
200-401-64005	Equipment Rental	2,000.00	2,000.00	753.10	10,119.72	-8,119.72	-405.99 %
200-401-64008	Fuel	0.00	0.00	19.54	1,609.00	-1,609.00	0.00 %
200-401-64010	Maintenance Supplies	0.00	0.00	0.00	36.99	-36.99	0.00 %
200-401-64011	Park Supplies	13,545.00	13,545.00	33.66	33.66	13,511.34	99.75 %
200-401-64021	Merchandise	17,065.20	17,065.20	0.00	12,401.54	4,663.66	27.33 %
200-401-64023	Equipment	20,000.00	20,000.00	0.00	1,448.00	18,552.00	92.76 %
200-401-64026	Sponsorship Expenses	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00 %
200-401-64027	Coyote Camp	16,000.00	16,000.00	5,737.55	7,475.69	8,524.31	53.28 %
200-401-64028	Riding Series	32,000.00	32,000.00	300.00	24,069.99	7,930.01	24.78 %
200-401-64029	Miscellaneous Events	700.00	700.00	240.00	28,274.44	-27,574.44	-3,939.21 %
200-401-64030	Programing	8,000.00	8,000.00	7,897.47	11,377.70	-3,377.70	-42.22 %
200-401-64031	Concert Series	0.00	0.00	0.00	503.50	-503.50	0.00 %
200-401-64038	Ice Rink	242,719.40	242,719.40	0.00	176,735.26	65,984.14	27.19 %
200-401-65000	Network/Phone	14,518.00	14,518.00	1,207.50	14,130.36	387.64	2.67 %
200-401-65004	Office Water	0.00	0.00	314.42	556.34	-556.34	0.00 %
200-401-65005	Water	7,000.00	7,000.00	1,328.69	13,422.80	-6,422.80	-91.75 %
200-401-65007	Portable Toilets	2,500.00	2,500.00	0.00	720.00	1,780.00	71.20 %
200-401-65008	Alarm	6,660.00	6,660.00	470.35	6,996.43	-336.43	-5.05 %
200-401-65017	Electricity	60,000.00	60,000.00	7,386.62	60,770.24	-770.24	-1.28 %
200-401-65018	Septic	750.00	750.00	0.00	0.00	750.00	100.00 %
200-401-65019	Propane/Natural Gas	2,500.00	2,500.00	249.10	2,928.64	-428.64	-17.15 %
200-401-66001	Advertising	15,000.00	15,000.00	3.93	311.88	14,688.12	97.92 %
200-401-66002	Postage & Shipping	0.00	0.00	0.00	18.18	-18.18	0.00 %
200-401-66004	City Sponsored Events	0.00	0.00	0.00	26.59	-26.59	0.00 %
200-401-70001	Mileage	500.00	500.00	0.00	0.00	500.00	100.00 %
200-401-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	68,611.18	-18,611.18	-37.22 %
200-401-70003	Other Expenses	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
200-401-70004	Hays County Livestock Board Agree	13,200.00	13,200.00	0.00	0.00	13,200.00	100.00 %
200-401-70007	Sponsored Events	7,900.00	7,900.00	0.00	0.00	7,900.00	100.00 %
200-401-70013	DSRP Sales Tax	0.00	0.00	572.68	1,749.51	-1,749.51	0.00 %
200-401-71008	DSRP Improvements	355,000.00	355,000.00	37,146.32	69,146.65	285,853.35	80.52 %
200-401-90013	Transfer to Vehicle Replacement Fu	32,145.00	32,145.00	0.00	0.00	32,145.00	100.00 %
	Department: 401 - DSRP Total:	1,320,363.82	1,320,363.82	90,804.32	640,483.60	679,880.22	51.49%
	Expense Total:	1,331,363.82	1,331,363.82	91,164.32	644,589.07	686,774.75	51.58%
	Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	-221,698.62	-221,698.62	-23,355.72	152,764.52	374,463.14	168.91%
Fund: 400 - Utilities							
Revenue							
Department: 000 - Undesignated							
400-000-43024	Over Use Fees	335,135.58	335,135.58	0.00	0.00	-335,135.58	100.00 %
400-000-43025	Reuse Fees	204,350.00	204,350.00	0.00	0.00	-204,350.00	100.00 %
400-000-46001	Other Revenues	0.00	0.00	0.00	1,179,959.90	1,179,959.90	0.00 %
	Department: 000 - Undesignated Total:	539,485.58	539,485.58	0.00	1,179,959.90	640,474.32	118.72%
Department: 300 - Wastewater							
400-300-43018	Wastewater Service Fees	1,478,767.68	1,478,767.68	139,824.61	1,524,216.27	45,448.59	103.07 %
400-300-43020	Late Fees	9,600.00	9,600.00	1,124.91	14,887.76	5,287.76	155.08 %
400-300-43021	Delayed Connection Fees	5,000.00	5,000.00	3,500.00	24,500.00	19,500.00	490.00 %
400-300-43024	Over Use Fees	0.00	0.00	15,321.41	161,322.42	161,322.42	0.00 %
400-300-43025	Reuse Fees	0.00	0.00	-14,870.75	359,599.71	359,599.71	0.00 %
400-300-43048	Reclaimed Water Use Fee	0.00	0.00	38.00	116.50	116.50	0.00 %
400-300-46001	Other Revenues	60,000.00	60,000.00	0.00	0.00	-60,000.00	100.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-300-47008	Transfer from TWDB	14,715,000.00	14,715,000.00	0.00	0.00	-14,715,000.00 100.00 %
400-300-47009	Sales Tax	760,000.00	760,000.00	154,081.64	771,547.83	11,547.83 101.52 %
Department: 300 - Wastewater Total:		17,028,367.68	17,028,367.68	299,019.82	2,856,190.49	-14,172,177.19 83.23%
Department: 301 - Water						
400-301-43020	Late Fees	0.00	0.00	200.33	200.33	200.33 0.00 %
400-301-43038	Meter Set Fees	5,000.00	5,000.00	850.00	4,100.00	-900.00 18.00 %
400-301-43040	Water Base Rate	63,840.00	63,840.00	9,189.50	37,690.89	-26,149.11 40.96 %
400-301-43041	Water Usage	100,000.00	100,000.00	21,633.25	179,636.17	79,636.17 179.64 %
400-301-43043	Equipment Fee	36,200.00	36,200.00	2,035.97	9,637.97	-26,562.03 73.38 %
400-301-43044	Inspection Fees	5,000.00	5,000.00	400.00	1,450.00	-3,550.00 71.00 %
400-301-46001	Other Revenues	6,000.00	6,000.00	0.00	2,396.16	-3,603.84 60.06 %
Department: 301 - Water Total:		216,040.00	216,040.00	34,309.05	235,111.52	19,071.52 8.83%
Department: 310 - Utility Operations						
400-310-41001	PEC Franchise Fee	130,000.00	130,000.00	0.00	152,407.62	22,407.62 117.24 %
400-310-41002	ROW Fees	6,000.00	6,000.00	26.77	3,425.66	-2,574.34 42.91 %
400-310-41003	Cable Franchise Fees	130,000.00	130,000.00	0.00	112,928.81	-17,071.19 13.13 %
400-310-41004	Texas Gas Franchise Fee	3,000.00	3,000.00	6,230.84	10,529.68	7,529.68 350.99 %
400-310-46002	Interest	60,000.00	60,000.00	21,392.05	171,518.13	111,518.13 285.86 %
Department: 310 - Utility Operations Total:		329,000.00	329,000.00	27,649.66	450,809.90	121,809.90 37.02%
Revenue Total:		18,112,893.26	18,112,893.26	360,978.53	4,722,071.81	-13,390,821.45 73.93%
Expense						
Department: 300 - Wastewater						
400-300-60000	Regular Employees	0.00	0.00	0.00	17,325.60	-17,325.60 0.00 %
400-300-60002	Overtime	0.00	0.00	0.00	299.60	-299.60 0.00 %
400-300-61000	Health Insurance	0.00	0.00	0.00	2,156.62	-2,156.62 0.00 %
400-300-61001	Dental Insurance	0.00	0.00	0.00	151.65	-151.65 0.00 %
400-300-61002	Medicare	0.00	0.00	0.00	254.78	-254.78 0.00 %
400-300-61003	Social Security	0.00	0.00	0.00	1,089.34	-1,089.34 0.00 %
400-300-61004	Unemployment	0.00	0.00	0.00	60.82	-60.82 0.00 %
400-300-61006	TMRS	0.00	0.00	0.00	1,031.71	-1,031.71 0.00 %
400-300-62002	Engineering and Surveying	857,000.00	857,000.00	0.00	74,984.91	782,015.09 91.25 %
400-300-62019	Planning and Permitting	5,000.00	5,000.00	0.00	27,619.01	-22,619.01 -452.38 %
400-300-62020	Lab Testing	0.00	0.00	0.00	2,256.75	-2,256.75 0.00 %
400-300-63004	Dues, Fees & Subscriptions	0.00	0.00	268.31	2,494.88	-2,494.88 0.00 %
400-300-63005	Training/Continuing Education	0.00	0.00	0.00	668.03	-668.03 0.00 %
400-300-63025	Wastewater Treatment Plant Maint	92,430.00	92,430.00	0.00	38,729.54	53,700.46 58.10 %
400-300-63026	Routine Operations	87,000.00	87,000.00	1,506.29	15,860.96	71,139.04 81.77 %
400-300-63027	Operations Non Routine	85,800.00	85,800.00	1,650.02	24,201.20	61,598.80 71.79 %
400-300-63028	Lift Station Maintenance	64,300.00	64,300.00	7,111.75	34,215.72	30,084.28 46.79 %
400-300-63029	Sanitary Sewer Line Maintenance	51,360.00	193,630.14	0.00	120,756.42	72,873.72 37.64 %
400-300-63030	Drip Field Maintenance	30,000.00	30,000.00	3,091.69	10,071.44	19,928.56 66.43 %
400-300-63031	Sludge Hauling	150,000.00	150,000.00	9,802.05	94,158.40	55,841.60 37.23 %
400-300-63033	Wastewater Flow Measurement	9,000.00	9,000.00	0.00	0.00	9,000.00 100.00 %
400-300-63034	Utility Operations	0.00	0.00	11,178.00	44,578.25	-44,578.25 0.00 %
400-300-64003	Uniforms	0.00	0.00	0.00	119.96	-119.96 0.00 %
400-300-64010	Supplies	28,500.00	28,500.00	1,632.51	14,735.18	13,764.82 48.30 %
400-300-64022	Chemicals	15,000.00	15,000.00	3,764.41	9,629.91	5,370.09 35.80 %
400-300-65000	Network/Phone	0.00	0.00	722.86	5,225.41	-5,225.41 0.00 %
400-300-65017	Electric	80,000.00	80,000.00	8,035.11	53,855.82	26,144.18 32.68 %
400-300-70001	Mileage	0.00	0.00	100.50	219.75	-219.75 0.00 %
400-300-70003	Other Expenses	85,000.00	85,000.00	0.00	3,374.88	81,625.12 96.03 %
400-300-71000	Capital Projects	2,000,000.00	2,670,464.62	0.00	605,692.22	2,064,772.40 77.32 %
400-300-72001	TWDB - Capital Projects	16,175,000.00	16,175,000.00	0.00	0.00	16,175,000.00 100.00 %
400-300-72002	TWDB - Engineering and Design	485,000.00	485,000.00	0.00	241,185.24	243,814.76 50.27 %
400-300-72003	TWDB - Special Counsel and Consul	0.00	0.00	12,945.60	27,334.46	-27,334.46 0.00 %
400-300-72004	TWDB - Misc.	230,000.00	230,000.00	1,600.00	2,150.00	227,850.00 99.07 %
400-300-72005	TWDB - Land Acquisition	0.00	0.00	0.00	30,000.00	-30,000.00 0.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-300-90013						
Transfer to Vehicle Replacement Fu	37,936.00	37,936.00	0.00	0.00	37,936.00	100.00 %
Department: 300 - Wastewater Total:	20,568,326.00	21,381,060.76	63,409.10	1,506,488.46	19,874,572.30	92.95%
Department: 301 - Water						
400-301-62020						
Lab Testing	0.00	0.00	0.00	18.36	-18.36	0.00 %
400-301-63026						
Routine Operations	25,000.00	25,000.00	6,042.80	6,614.70	18,385.30	73.54 %
400-301-63027						
Operations Non Routine	10,000.00	10,000.00	1,657.00	3,288.68	6,711.32	67.11 %
400-301-63032						
Water Line Maintenance & Repair	20,000.00	22,210.11	0.00	27,866.35	-5,656.24	-25.47 %
400-301-63034						
Utility Operations	0.00	0.00	0.00	100.00	-100.00	0.00 %
400-301-64010						
Supplies	50,000.00	52,368.61	0.00	46,251.79	6,116.82	11.68 %
Department: 301 - Water Total:	105,000.00	109,578.72	7,699.80	84,139.88	25,438.84	23.22%
Department: 310 - Utility Operations						
400-310-60000						
Regular Employees	527,345.98	527,345.98	40,055.59	369,934.33	157,411.65	29.85 %
400-310-60002						
Overtime	0.00	0.00	1,277.51	21,523.22	-21,523.22	0.00 %
400-310-60003						
On Call Pay	10,400.00	10,400.00	800.00	12,574.92	-2,174.92	-20.91 %
400-310-61000						
Health Insurance	59,572.49	59,572.49	3,861.76	35,493.12	24,079.37	40.42 %
400-310-61001						
Dental Insurance	0.00	0.00	269.60	2,476.95	-2,476.95	0.00 %
400-310-61002						
Medicare	0.00	0.00	594.05	5,604.09	-5,604.09	0.00 %
400-310-61004						
Unemployment	0.00	0.00	0.00	1,342.38	-1,342.38	0.00 %
400-310-61005						
Federal Withholding	42,609.97	42,609.97	0.00	0.00	42,609.97	100.00 %
400-310-61006						
TMRS	30,894.73	30,894.73	2,485.86	23,925.78	6,968.95	22.56 %
400-310-62001						
Financial Services	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
400-310-62003						
Special Coounsel and Consultants	50,000.00	50,000.00	0.00	24,385.39	25,614.61	51.23 %
400-310-62020						
Lab Testing	30,000.00	30,000.00	4,658.50	27,509.21	2,490.79	8.30 %
400-310-63001						
Equipment Maintenance	10,000.00	10,000.00	0.00	708.51	9,291.49	92.91 %
400-310-63002						
Fleet Maintenance	12,000.00	12,000.00	0.00	983.51	11,016.49	91.80 %
400-310-63005						
Training/Continuing Education	13,305.00	16,330.51	312.75	5,532.25	10,798.26	66.12 %
400-310-63034						
Utility Operations	355,560.00	355,560.00	8,350.00	75,375.93	280,184.07	78.80 %
400-310-64001						
IT Equipment & Support	4,340.00	4,340.00	0.00	1,179.16	3,160.84	72.83 %
400-310-64002						
Software	15,313.00	15,313.00	0.00	14,010.44	1,302.56	8.51 %
400-310-64003						
Uniforms	7,470.00	7,470.00	129.00	4,579.63	2,890.37	38.69 %
400-310-64006						
Fleet Acquisition	62,000.00	62,000.00	0.00	63,236.00	-1,236.00	-1.99 %
400-310-64008						
Fuel	20,000.00	20,000.00	17.52	17.52	19,982.48	99.91 %
400-310-64023						
Equipment	53,000.00	53,000.00	0.00	18,746.63	34,253.37	64.63 %
400-310-65000						
Network/Phone	16,250.00	16,250.00	296.08	19,573.35	-3,323.35	-20.45 %
Department: 310 - Utility Operations Total:	1,330,061.17	1,333,086.68	63,108.22	728,712.32	604,374.36	45.34%
Department: 311 - Arrowhead Wastewater Plant						
400-311-63025						
Arrowhead - Wastewater Treatment	18,325.00	18,325.00	1,470.00	5,254.66	13,070.34	71.33 %
400-311-63026						
Arrowhead - Routine Operations	23,250.00	23,250.00	6,547.35	13,776.29	9,473.71	40.75 %
400-311-63027						
Arrowhead - Non-Routine Operatio	21,450.00	21,450.00	3,239.31	16,680.74	4,769.26	22.23 %
400-311-63028						
Arrowhead - Lift Station Maintenanc	6,500.00	6,500.00	0.00	1,400.16	5,099.84	78.46 %
400-311-63030						
Arrowhead - Drip Field Maintenanc	51,500.00	51,500.00	0.00	69.98	51,430.02	99.86 %
400-311-63031						
Arrowhead - Sludge Hauling	39,000.00	39,000.00	2,613.88	43,927.75	-4,927.75	-12.64 %
400-311-64010						
Arrowhead - Supplies	7,500.00	7,500.00	43.90	998.43	6,501.57	86.69 %
400-311-64022						
Arrowhead - Chemicals	13,000.00	13,000.00	1,871.80	10,079.00	2,921.00	22.47 %
400-311-65017						
Arrowhead - Electricity	20,000.00	20,000.00	1,846.58	10,942.12	9,057.88	45.29 %
400-311-71000						
Arrowhead - Capital Projects	2,029,109.57	2,029,109.57	11,073.66	58,833.66	1,970,275.91	97.10 %
Department: 311 - Arrowhead Wastewater Plant Total:	2,229,634.57	2,229,634.57	28,706.48	161,962.79	2,067,671.78	92.74%
Expense Total:	24,233,021.74	25,053,360.73	162,923.60	2,481,303.45	22,572,057.28	90.10%
Fund: 400 - Utilities Surplus (Deficit):	-6,120,128.48	-6,940,467.47	198,054.93	2,240,768.36	9,181,235.83	132.29%
Report Surplus (Deficit):	-9,491,204.25	-10,409,905.16	-698,918.41	3,425,149.61	13,835,054.77	132.90%

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Revenue						
000 - Undesignated	7,763,445.36	7,763,445.36	492,255.48	7,975,608.24	212,162.88	2.73%
105 - Communications	110,209.00	110,209.00	-1,568.17	78,500.42	-31,708.58	28.77%
200 - Planning & Development	1,628,875.00	1,628,875.00	19,613.34	848,849.31	-780,025.69	47.89%
201 - Building	1,550,000.00	1,550,000.00	185,693.05	1,443,605.38	-106,394.62	6.86%
400 - Parks & Recreation	579,880.00	592,448.00	1,875.00	23,420.00	-569,028.00	96.05%
402 - Aquatics	76,100.00	76,100.00	6,039.12	44,243.55	-31,856.45	41.86%
404 - Founders Day	124,450.00	124,450.00	0.00	162,071.12	37,621.12	30.23%
Revenue Total:	11,832,959.36	11,845,527.36	703,907.82	10,576,298.02	-1,269,229.34	10.71%
Expense						
000 - Undesignated	5,797,331.91	5,797,331.91	18,702.00	267,976.43	5,529,355.48	95.38%
100 - City Council/Boards & Commissions	17,000.00	17,000.00	0.00	67,500.00	-50,500.00	-297.06%
101 - City Administrators Office	0.00	0.00	45,751.69	505,276.66	-505,276.66	0.00%
102 - City Secretary	29,120.00	29,120.00	16,460.36	165,020.12	-135,900.12	-466.69%
103 - Courts	15,500.00	15,500.00	1,373.39	5,575.89	9,924.11	64.03%
104 - City Attorney	49,000.00	49,000.00	30,209.84	259,526.67	-210,526.67	-429.65%
105 - Communications	132,309.00	132,309.00	16,733.10	292,239.77	-159,930.77	-120.88%
106 - IT	389,894.84	389,894.84	18,122.16	434,868.76	-44,973.92	-11.53%
107 - Finance	1,494,123.00	1,494,123.00	283,552.81	1,426,489.12	67,633.88	4.53%
200 - Planning & Development	313,500.00	411,869.92	22,634.46	287,990.17	123,879.75	30.08%
201 - Building	792,000.00	792,000.00	135,165.97	1,065,388.90	-273,388.90	-34.52%
300 - Wastewater	1,140,000.00	1,140,000.00	13,995.75	1,289,813.00	-149,813.00	-13.14%
304 - Maintenance	2,271,860.00	2,271,860.00	410,921.89	1,404,243.00	867,617.00	38.19%
400 - Parks & Recreation	1,369,101.76	1,381,661.76	423,103.09	1,167,958.20	213,703.56	15.47%
401 - DSRP	683,265.91	683,265.91	50,545.06	582,215.24	101,050.67	14.79%
402 - Aquatics	234,007.09	234,007.09	28,949.06	113,107.10	120,899.99	51.67%
404 - Founders Day	160,025.00	160,025.00	847.69	140,143.02	19,881.98	12.42%
500 - Emergency Management	94,298.00	94,298.00	60,457.12	69,349.24	24,948.76	26.46%
Expense Total:	14,982,336.51	15,093,266.43	1,577,525.44	9,544,681.29	5,548,585.14	36.76%
Fund: 100 - General Fund Surplus (Deficit):	-3,149,377.15	-3,247,739.07	-873,617.62	1,031,616.73	4,279,355.80	131.76%
Fund: 200 - Dripping Springs Ranch Park						
Revenue						
401 - DSRP	1,109,665.20	1,109,665.20	67,808.60	797,353.59	-312,311.61	28.14%
Revenue Total:	1,109,665.20	1,109,665.20	67,808.60	797,353.59	-312,311.61	28.14%
Expense						
400 - Parks & Recreation	11,000.00	11,000.00	360.00	4,105.47	6,894.53	62.68%
401 - DSRP	1,320,363.82	1,320,363.82	90,804.32	640,483.60	679,880.22	51.49%
Expense Total:	1,331,363.82	1,331,363.82	91,164.32	644,589.07	686,774.75	51.58%
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	-221,698.62	-221,698.62	-23,355.72	152,764.52	374,463.14	168.91%
Fund: 400 - Utilities						
Revenue						
000 - Undesignated	539,485.58	539,485.58	0.00	1,179,959.90	640,474.32	118.72%
300 - Wastewater	17,028,367.68	17,028,367.68	299,019.82	2,856,190.49	-14,172,177.19	83.23%
301 - Water	216,040.00	216,040.00	34,309.05	235,111.52	19,071.52	8.83%
310 - Utility Operations	329,000.00	329,000.00	27,649.66	450,809.90	121,809.90	37.02%
Revenue Total:	18,112,893.26	18,112,893.26	360,978.53	4,722,071.81	-13,390,821.45	73.93%
Expense						
300 - Wastewater	20,568,326.00	21,381,060.76	63,409.10	1,506,488.46	19,874,572.30	92.95%
301 - Water	105,000.00	109,578.72	7,699.80	84,139.88	25,438.84	23.22%
310 - Utility Operations	1,330,061.17	1,333,086.68	63,108.22	728,712.32	604,374.36	45.34%
311 - Arrowhead Wastewater Plant	2,229,634.57	2,229,634.57	28,706.48	161,962.79	2,067,671.78	92.74%

Budget Report

For Fiscal: FY 2024 Period Ending: Item 3. 4

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense Total:	24,233,021.74	25,053,360.73	162,923.60	2,481,303.45	22,572,057.28	90.10%
Fund: 400 - Utilities Surplus (Deficit):	-6,120,128.48	-6,940,467.47	198,054.93	2,240,768.36	9,181,235.83	132.29%
Report Surplus (Deficit):	-9,491,204.25	-10,409,905.16	-698,918.41	3,425,149.61	13,835,054.77	132.90%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-3,149,377.15	-3,247,739.07	-873,617.62	1,031,616.73	4,279,355.80
200 - Dripping Springs Ranch Park	-221,698.62	-221,698.62	-23,355.72	152,764.52	374,463.14
400 - Utilities	-6,120,128.48	-6,940,467.47	198,054.93	2,240,768.36	9,181,235.83
Report Surplus (Deficit):	-9,491,204.25	-10,409,905.16	-698,918.41	3,425,149.61	13,835,054.77



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Riley Sublett, Maintenance Director

Council Meeting Date: 8/20/2024

Agenda Item Wording: **Approval of a Resolution Accepting Improvements and a Maintenance Bond for Cannon Ranch Subdivision Phase 2. Applicant: CC Carlton Industries, Ltd.**

Agenda Item Requestor:

Summary/Background: Cannon Ranch Phase 2 public improvements have been completed and inspected. The City Engineer, City Inspector, and Maintenance Director have performed a final walk with the Design Engineer and found all improvements to be completed in conformance with the approved construction plans.

Commission Recommendations: N/A

Recommended Council Actions: City staff recommends approval.

Attachments: Resolution

Next Steps/Schedule: Send to City Secretary for execution

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2024-

ACCEPTING IMPROVEMENTS AND APPROVING MAINTENANCE BOND FOR CANNON RANCH SUBDIVISION PHASE 2 STREETS, DRAINAGE, WATER, AND WASTEWATER IMPROVEMENTS AND RELEASING CONSTRUCTION BOND

WHEREAS, CC Carlton Industries, Ltd. (“Contractor”) recently completed, and the City Engineer for the City of Dripping Springs has inspected, Cannon Ranch Subdivision Phase 2 Streets, Drainage, Water, and Wastewater improvements (“Improvements”) for the City of Drippings Springs; and

WHEREAS, the City desires to accept as being complete in accordance with applicable development the Improvements in Cannon Ranch Subdivision Phase 2; and

WHEREAS, the City of Dripping Springs City Council (“City Council”) seeks the Contractor to provide a Maintenance Bond (Attachment “A”) conditioned to guarantee for the period of Two (2) Years from and after the date of substantial completion of the Improvements, guaranteeing the materials and workmanship related to Contractor’s Improvements; and

WHEREAS, this Resolution conforms with the Maintenance and Guarantee regulation of the City’s Code requiring all public improvements be free from defects for a period of two (2) years; and

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

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City to approve this Resolution.

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

1. The foregoing recitals are adopted as facts and are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.
2. The City Council hereby accepts the Streets, Storm Sewer, Water, and Wastewater Improvements at the Cannon Ranch Subdivision Phase 2.

- 3. The City Council hereby approves and accepts the Contractor’s proposed Maintenance Bond No. 602-206084-8, from United States Fire Insurance Company (“Insurer”), included and attached herein (Attachment “A”).
- 4. The City Council hereby releases the Contractor’s Construction Bond No. 602-206084-8.
- 5. Conditioned upon the fiscal guarantee for maintenance from the Contractor and the Insurer, the City shall assume responsibility for the repair, maintenance, and regulation of the Improvements for the benefit of the public.
- 6. The City Council hereby authorizes the Mayor or the Mayor’s designee to execute any documentation on the City’s behalf necessary to effectuate the intent and purpose of this Resolution.
- 7. This Resolution shall take effect immediately upon passage.
- 8. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**PASSED & APPROVED this, the [redacted] day of [redacted], 2024
CITY OF DRIPPING SPRINGS:**

by: _____
Mayor Bill Foulds Jr.

ATTEST:

Diana Boone, City Secretary

Attachment “A”

(Insert Maintenance Bond No. 602-206084-8: CC Carlton Industries, Ltd., and United States Fire Insurance Company)

THE STATE OF TEXAS §

COUNTY OF Hays §

MAINTENANCE BOND

Bond No. 602-206084-8

KNOW ALL MEN BY THESE PRESENTS:

That CC Carlton Industries, Ltd of Travis County, Texas, hereinafter called Principal, and United States Fire Insurance Company, a corporation legally authorized to do business and act as a surety in the State of Texas, hereinafter called Surety, are held and firmly bound unto the City of Dripping Springs, of Hays County, Texas, hereinafter called City, in the penal sum of \$2,636,755.35 Two Million Six Hundred Thirty Six Thousand Seven Hundred Fifty Five & 35/100's, the said sum being one hundred percent (100%) of the total amount paid for the hereinafter mentioned work, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. THE Condition of this Obligation is such that:

WHEREAS, the Principal was engaged to perform the following work: Cannon Ranch Phase 2 Water, Wastewater, Drainage and Street Improvements

_____, in the proper performance of which the City has an interest.

NOW, THEREFORE, if the Principal shall well, truly, and faithfully maintain and keep in good repair the work contracted to be done and performed for a period of 2 year(s) from the date of acceptance in writing by the City and do all necessary work and repair of any defective conditions growing out of or arising from the improper work of the same, including, but not limited to, any settling, breaking, cracking or other defective condition of any of the work or part thereof arising from improper excavation, backfilling, compacting or any other cause or condition, known or unknown, at any time during the period of this bond, which the city engineer, whose judgment shall be final and conclusive, determines to be the result of defective work, materials or labor; then this obligation shall be void, otherwise to remain in full force and effect.

In case the Principal shall fail to maintain, repair, or reconstruct any defective condition of the work as determined herein within thirty (30) days notice of same, it is agreed that the City may do said work and supply such materials as necessary and charge the sum against the Principal and Surety on this obligation.

It is further agreed that this obligation shall be a continued one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted, and it is further

understood that the obligation to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

PROVIDED, further, that if any legal action be filed on this bond, venue shall lie in Hays County, Texas.

SIGNED and sealed this the 14th day of August, 2024

IN THE PRESENCE OF:

CC Carlton Industries, Ltd.

Principal

By: 

Joe Guerrero, President

United States Fire Insurance Company

Surety

By: 

Steven W. Dobson, Attorney-in-fact

NOTE: POWER OF ATTORNEY OF SURETY MUST BE ATTACHED
COPY OF ANY WRITTEN CONSTRUCTION CONTRACT, AGREEMENT,
OR ESTIMATE MUST BE ATTACHED
(Date of Bond must *not* be prior to date of contract)

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

08338

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Steven W. Dobson, John W. Schuler

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars (\$50,000,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

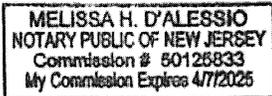
UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 14 day of August 20 24

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



TEXAS COMPLAINT NOTICE AVISO DE QUEJA DE TEXAS

IMPORTANT NOTICE

To obtain Information or make a complaint:

You may call Crum & Forster's toll-free number for information or to make a complaint at:

1-888-890-1500

You may write to Crum & Forster at:

Crum & Forster
305 Madison Avenue
Morristown, NJ 07962

Web: www.cfins.com
E-mail: info@cfins.com

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

PO Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.tx.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Crum & Forster's para obtener información o para presentar una queja al:

1-888-890-1500

Usted también puede escribir a Crum & Forster:

Crum & Forster
305 Madison Avenue
Morristown, NJ 07962

Sitio web: www.cfins.com
E-mail: info@cfins.com

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.tx.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.



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

Submitted By: Ginger Faught, Deputy City Administrator

Council Meeting Date: August 22, 2024

Agenda Item Wording: Approval of an Extension to the Billing Agreement between the City of Dripping Springs and Dripping Springs Water Supply Corporation *Sponsor: Mayor Bill Foulds, Jr.*

Agenda Item Requestor: Mayor Bill Foulds, Jr.

Summary/Background: The Dripping Springs Water Supply does the wastewater billing for us based on the winter average (Dec., Jan., Feb) of water usage. Under the terms of the existing Billing Agreement, the DSWSC notified the City that they planned to terminate the Agreement effective this month. This extension gives us an additional 6 months to continue to have DSWSC bill on our behalf while we get our billing system integrated and running. The compensation to the DSWSC will be changed as follows: \$800 per month (from \$400) or \$4.50 per customer (from \$2.25) whichever is greater. Based on the current number of customers (2600) the monthly billing compensation to DSWSC will be approximately \$11,700. The billing fee is not a “pass through” fee to our wastewater customers. The DSWSC approved this agreement at their meeting in July.

Commission Recommendations: N/A

Recommended Council Actions: Approve as presented.

INTERLOCAL JOINT BILLING EXTENSION AGREEMENT

This Interlocal Joint Billing Extension Agreement (the "Extension") is entered into as of this _____15th day of July 2024, by and between the City of Dripping Springs, Texas, a Type-A General Law Municipality (the "City"), and Dripping Springs Water Supply Corporation ("DSWSC").

WHEREAS, The City holds Certificate of Convenience and Necessity (CCN) No. 20967 issued by the Texas Commission on Environmental Quality ("TCEQ") to provide retail water sewer service to areas within the City's corporate limits and extra-territorial jurisdiction (the "City's Sewer Service Area").

WHEREAS, on February 12, 2019, the City and DSWSC entered into an Interlocal Joint Billing Agreement to provide for DSWSC's performance of the billing of the City's water and wastewater service for an initial three-year term (the "Agreement").

WHEREAS, pursuant to Section 14 of the Agreement, the Agreement automatically renewed for another three-year term ending February 12, 2025.

WHEREAS, pursuant to Section 14 of the Agreement, DSWSC provided the City with 180 days' notice to terminate the Agreement effective August 23, 2024 (the "Initial Termination Date").

WHEREAS, the City and DSWSC seek to extend the Agreement for a further six month term beyond the Initial Termination Date as provided for in this Extension to facilitate the effective transition of billing services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and DSWSC agree as follows:

1. Extension

The Agreement shall be extended for a period of six months from the Initial Termination Date to February 28, 2025 (the "Extension Term"). DSWSC shall be entitled to collect all fees and other amounts owed to DSWSC under the Agreement before and after the expiration of the Extension Term.

2. Compensation

During the Extension Term, section 11(a) of the Agreement shall be amended to read:

- (a) A flat fee in the amount of ~~\$400~~ \$800 per month, or ~~\$2.25~~ \$4.50 per Joint Billing Customer per month, whichever is greater.

3. No Other Amendments

Except as expressly provided in this Extension, all of the terms, conditions, and provisions of the

Agreement shall remain unchanged and in full force and effect.

4. Counterparts

This Extension may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures exchanged by facsimile or electronic transmission shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

City of Dripping Springs

Dripping Springs Water Supply Corporation

Michelle Fischer
City Administrator

Name:
Title:

Date

Date



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

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: August 20, 2024

Agenda Item Wording: **Approval of an interlocal agreement with Hays County for assessment and collection of PID assessments for the Heritage Public Improvement District.** *Sponsor: Mayor Bill Foulds, Jr.*

Agenda Item Requestor: Mayor Bill Foulds, Jr.

Summary/Background: This agreement is for Hays County to assist in collection of the Public Improvement District Assessments from the Heritage Subdivision. This item is going to the Hays County Commissioners Court on the same day. It is the same agreement that Hays County uses for all of its PIDs.

Commission Recommendations: N/A

Recommended Council Actions: Approval

Attachments: PID Assessment Agreement

Next Steps/Schedule: Once approved by both parties, notice will be given to our PID Administrator, P3 Works.

ASSESSMENT AND COLLECTION AGREEMENT

STATE OF TEXAS

COUNTY OF HAYS

This contract is between Hays County, hereinafter called “County”, and the City of Dripping Springs, Texas acting as Board of Directors for Heritage PID, hereinafter called “District”, and is entered into on this the ____ day of _____, 2024, under the provisions of Chapter 791 Government Code, V.T.C.S. and Chapter 6, Property Tax code.

I. PURPOSE

The parties to this contract wish to consolidate the assessment and collection of property taxes into one entity, Hays County, under the provisions of Section 6.24 of the Property Tax Code.

II. TERM

This contract shall be effective from _____ through September 30, 2025, and thereafter for yearly terms commencing on October 1 of each year and ending on September 30 of the succeeding year, until terminated by one or more of the parties pursuant to the termination provisions of this contract.

III. APPOINTMENT OF TAX ASSESSOR-COLLECTOR

The Tax Assessor-Collector of Hays County is hereby designated as Tax Assessor-Collector for the District. Other than where it is noted within this Agreement, the District authorizes the County to make all decisions regarding collection of taxes that would otherwise be made by the District in the absence of this contract.

IV. SERVICES TO BE PERFORMED

County agrees to perform all necessary assessment and collection functions authorized by law for the District. The functions shall include:

- a. Calculation of current taxes and preparation of current tax roll and delinquent tax roll each year.
- b. Mailing of current and all required delinquent tax statements.
- c. Correction of tax bills as required.
- d. Preparation of tax receipts.
- e. Preparation of tax certificates.

- f. Collection of current and delinquent taxes.
- g. Issuance of tax refunds as required.

V. ASSESSMENT AND COLLECTION RECORDS

The District's initial tax levy shall be for the tax year 2024. To date, no prior tax records exist. At the termination of this Contract for any reason, County shall return copies of all assessment and collection records it holds concerning the District within fifteen (15) days after receipt of notice of termination of this contract as provided herein below.

VI. DELINQUENT TAXES / EMPLOYMENT OF COUNSEL AND AUTHORIZATION TO INSTITUTE LEGAL ACTIONS.

- A. Pursuant to Section 6.24 of the Texas Property Tax Code, the District hereby authorizes the County by and through the County's Tax Assessor-Collector to collect delinquent taxes for the District as the County deems necessary.
- B. Pursuant to Section 6.30 of the Texas Property Tax Code, the District hereby agrees and expressly authorizes the County to contract on the District's behalf with private legal counsel for the collection of delinquent taxes. The District further agrees that such fee as is allowed by law and provided in the contract with private legal counsel will be paid from the delinquent taxes, penalties and interest collected for the District by such private legal counsel.

VII. AUDIT

County agrees to permit auditors engaged by the District to annually audit its assessment and collection expenditures and its collection of taxes for the District during the life of this contract. Such auditors shall report directly to the District.

VIII. SURETY BOND

Upon written request by the District, County agrees to obtain a surety bond for the tax assessor-collector and staff to assure proper performance of the tax assessing and collection functions provided for in this contract. Such bond shall be payable to the District in the sum it designates, unless otherwise provided by law, executed by a solvent surety company, licensed to do business in Texas. The District shall reimburse the County for the cost of such bond immediately upon receipt of an invoice from the County for the cost of such bond.

IX. REMITTANCE OF TAX COLLECTIONS

County agrees to pay over to the District all net taxes, penalties and interest, after payment of refunds under XI. below. All payments received for the District shall be paid to the District monthly. County expressly agrees to process all payments, whether paid by mail, in person or otherwise in a diligent

and expeditious manner. A report of each disbursement to District of taxes collected on its behalf will be completed to show the amount of distribution of monies. This report will be forwarded to the District immediately after each disbursement.

X. REPORTS

County agrees to make reports of its collection of taxes, penalties and interest to the District not less often than monthly. A cumulative annual report for the preceding twelve months shall be prepared by County and furnished to the District not later than November 1st of each year.

XI. REFUNDS

County shall process all applications for refunds and pay all refunds required under the provisions of the Property Tax Code. County shall pay all refunds which are found to be due and owing from current collections on hand for the District. If amounts to be refunded exceed current collections on hand, County shall retain the collections received for the District until sufficient funds are on hand to pay the refunds due. If sufficient funds are not on hand within two weeks from the original due date of the refund, County shall notify the District of the amount needed to pay refunds due and the District shall within thirty (30) days of such notice remit such additional amount to County, which shall forthwith make the refund.

The District designates the Tax Assessor-Collector of County as its auditor for the sole purpose of approving refunds as required by Section 31.11 of the Property Tax Code.

County shall pay all refunds due within sixty (60) days after due. Failure of County or the District to act within any time stated in this provision, which results in the accrual of interest due on any refunds, shall obligate the one failing to act timely to pay such accrued interest. If both parties fail to meet deadlines each shall pay ½ of the accrued interest.

XII. PAYMENT FOR ASSESSMENT AND COLLECTION SERVICES

The District agrees to pay County a fee for performing the assessment and collections services described above. The fee for assessment and collections services furnished to the District shall be \$0.15 (15 cents) for each parcel on the District's tax roll which lies within Hays County and \$0.85 (85 cents) for each parcel on the District's tax roll which lies outside Hays County. County shall bill the District annually on April 1st for this fee, which the District shall pay within 30 days of receipt of bill.

The District agrees to bear all printing expenses associated with the publication of its No New Revenue tax rate each year.

In the event that the governing body of the District fails to adopt its tax rate, or fails to notify County of its tax rate, in time for its taxes to be included on the combined statement prepared for that year, County shall calculate the cost of preparing, mailing and processing separate tax statement for the jurisdiction. County shall forward to the District its notification of these costs for the separate statements and their processing and the District agrees to pay such costs within thirty days of receiving the notice from County.

In the event that the District shall be subject to a successful tax rate rollback election requiring the printing and distribution of new tax statement and the processing of refunds, the District agrees to reimburse County within thirty days after notice from County of the costs of providing these additional statements and processing these refunds.

All revenue received from the sale of tax certificates by County shall be retained by County as revenue to be applied against its assessment and collections expense budget for the year in which it is received.

XIII. TERMINATION

This Contract may be terminated by County or by the District effective on September 30 of any year upon proper notice to the other party. In order for notice to be effective it must be received by the other party not later than the first day of July preceding the September 30 effective date.

The parties may in writing agree at any time to any other termination procedure which is mutually acceptable.

XIV. NONLIABILITY FOR FAILURE TO COLLECT

County shall not be liable to the District for any failure to collect any tax, penalty or interest under any provision of this Contract.

IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto on the date first shown above.

City of Dripping Springs acting as Heritage Public Improvement District Board of Directors

Attest:

Secretary

By: _____
President

Hays County

Attest:

Elaine Cardenas, County Clerk

By: _____
Ruben Becerra, County Judge

Approved:

Jenifer O’Kane
Hays County Tax Assessor-Collector



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Dane Sorensen, Utilities Director

Council Meeting Date: 08/20/2024

Agenda Item Wording: **Approval of an agreement with Waste Water Transport Services for intermittent hauling of waste material from the wastewater treatment plant through October 1, 2024.**

Agenda Item Requestor:

Summary/Background: The City of Dripping Springs operates two wastewater plants that need routine hauling of wasted sludge as well as emergency and routine services such as wastewater hauling and jetting lines. This will allow city staff to utilize Wastewater Transport Services at set prices for these services until October 1st, 2024.

Commission Recommendations:

Recommended Council Actions: City Staff recommends approval of contract for services with Wastewater Transport Services

Attachments:

Next Steps/Schedule: Go through bid process to obtain competitive contract for fiscal year 2025.



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

Submitted By: Shawn Cox, Deputy City Administrator

Council Meeting Date: Tuesday, August 20, 2024

Agenda Item Wording: **Discuss and consider approval of the Proposed Ad Valorem Tax Rate for 2024.**

Agenda Item Requestor: Statutory.

Summary/Background:

Annually, the City is required to set its Proposed Tax Rate to be considered for adoption. The City’s current Ad Valorem Tax Rate is set at \$.1718 per one-hundred dollars (\$100.00) valuation. Based on the 2024 Tax Rate Calculation prepared by the Tax Assessor – Collector, the City’s 2024 calculated rates are:

Rate	Calculation	Generated Revenue
No-new-revenue tax rate	\$0.1702 /\$100	\$3,517,235.69
Voter-approval tax rate	\$0.1794 /\$100	\$3,707,356.54
De minimis rate	\$0.1982 /\$100	\$4,095,864.36

We have scheduled the tax rate public hearing for September 3, 2024. Based on this timeline, a notice of the public hearing will be posted in the paper on August 22, 2024. The proposed rate is scheduled to be considered on September 17, 2024.

Commission Recommendations:

Recommended Council Actions: The Deputy City Administrator anticipates recommending Council approve setting the Proposed Ad Valorem Tax Rate for 2024 at “Voter-approval Tax Rate”.

Attachments: - 2024 Tax Rate Calculation Worksheet

Next Steps/Schedule:

- Publication of Public Hearing Notice
- Adoption of Tax Rate

2024 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

City of Dripping Springs

Taxing Unit Name

(512) 585-4725

Phone (area code and number)

P O Box 384, Dripping Springs, TX, 78620

Taxing Unit's Address, City, State, ZIP Code

<http://www.cityofdrippingsprings.co>

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	Prior year total taxable value. Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 1,896,700,729
2.	Prior year tax ceilings. Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 0
3.	Preliminary prior year adjusted taxable value. Subtract Line 2 from Line 1.	\$ 1,896,700,729
4.	Prior year total adopted tax rate.	\$ 0.1718 /\$100
5.	Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.	
	A. Original prior year ARB values:..... \$ 10,265,964	
	B. Prior year values resulting from final court decisions:..... - \$ 10,105,604	
	C. Prior year value loss. Subtract B from A. ³	\$ 160,360
6.	Prior year taxable value subject to an appeal under Chapter 42, as of July 25.	
	A. Prior year ARB certified value:..... \$ 54,675,659	
	B. Prior year disputed value:..... - \$ 5,467,566	
	C. Prior year undisputed value. Subtract B from A. ⁴	\$ 49,208,093
7.	Prior year Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 49,368,453

¹ Tex. Tax Code §26.012(14)

² Tex. Tax Code §26.012(14)

³ Tex. Tax Code §26.012(13)

⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/ <i>Item 8.</i>
8.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 1,946,069,182
9.	Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2023. Enter the prior year value of property in deannexed territory. ⁵	\$ 0
10.	<p>Prior year taxable value lost because property first qualified for an exemption in the current year. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value.</p> <p>A. Absolute exemptions. Use prior year market value: \$ 0</p> <p>B. Partial exemptions. Current year exemption amount or current year percentage exemption times prior year value: + \$ 3,674,510</p> <p>C. Value loss. Add A and B.⁶</p>	\$ 3,674,510
11.	<p>Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year. Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year.</p> <p>A. Prior year market value: \$ 0</p> <p>B. Current year productivity or special appraised value: - \$ 0</p> <p>C. Value loss. Subtract B from A.⁷</p>	\$ 0
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 3,674,510
13.	Prior year captured value of property in a TIF. Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 290,957,689
14.	Prior year total value. Subtract Line 12 and Line 13 from Line 8.	\$ 1,651,436,983
15.	Adjusted prior year total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 2,837,168
16.	Taxes refunded for years preceding the prior tax year. Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. ⁹	\$ 25,501
17.	Adjusted prior year levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 2,862,669
18.	<p>Total current year taxable value on the current year certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.¹¹</p> <p>A. Certified values: \$ 2,066,530,957</p> <p>B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ 0</p> <p>C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0</p> <p>D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below.¹² - \$ 284,809,208</p> <p>E. Total current year value. Add A and B, then subtract C and D.</p>	\$ 1,781,721,749

⁵ Tex. Tax Code §26.012(15)
⁶ Tex. Tax Code §26.012(15)
⁷ Tex. Tax Code §26.012(15)
⁸ Tex. Tax Code §26.03(c)
⁹ Tex. Tax Code §26.012(13)
¹⁰ Tex. Tax Code §26.012(13)
¹¹ Tex. Tax Code §26.012, 26.04(c-2)
¹² Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/ <i>Item 8.</i>
19.	<p>Total value of properties under protest or not included on certified appraisal roll. ¹³</p> <p>A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ § <u>22,224,348</u></p> <p>B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ + \$ <u>0</u></p> <p>C. Total value under protest or not certified. Add A and B. § <u>22,224,348</u></p>	
20.	<p>Current year tax ceilings. Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step. ¹⁶</p>	§ <u>0</u>
21.	<p>Current year total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷</p>	§ <u>1,803,946,097</u>
22.	<p>Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year. Include both real and personal property. Enter the current year value of property in territory annexed. ¹⁸</p>	§ <u>0</u>
23.	<p>Total current year taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for the current year. ¹⁹</p>	§ <u>122,146,266</u>
24.	<p>Total adjustments to the current year taxable value. Add Lines 22 and 23.</p>	§ <u>122,146,266</u>
25.	<p>Adjusted current year taxable value. Subtract Line 24 from Line 21.</p>	§ <u>1,681,799,831</u>
26.	<p>Current year NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰</p>	§ <u>0.1702</u> /\$100
27.	<p>COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. ²¹</p>	§ <u>0.0000</u> /\$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	<p>Prior year M&O tax rate. Enter the prior year M&O tax rate.</p>	§ <u>0.1718</u> /\$100
29.	<p>Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i>.</p>	§ <u>1,946,069,182</u>

¹³ Tex. Tax Code §26.01(c) and (d)
¹⁴ Tex. Tax Code §26.01(c)
¹⁵ Tex. Tax Code §26.01(d)
¹⁶ Tex. Tax Code §26.012(6)(B)
¹⁷ Tex. Tax Code §26.012(6)
¹⁸ Tex. Tax Code §26.012(17)
¹⁹ Tex. Tax Code §26.012(17)
²⁰ Tex. Tax Code §26.04(c)
²¹ Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/	Item 8.
30.	Total prior year M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$ 3,343,346	
31.	Adjusted prior year levy for calculating NNR M&O rate.		
	<p>A. M&O taxes refunded for years preceding the prior tax year. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2023. This line applies only to tax years preceding the prior tax year..... + \$25,501</p> <p>_____ + \$25,501</p>		
	<p>B. Prior year taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0..... 499,865</p> <p>_____ - \$ 499,865</p>		
	<p>C. Prior year transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. 0</p> <p>_____ +/- \$ 0</p>		
	<p>D. Prior year M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function..... -474,364</p> <p>_____ \$ -474,364</p>		
	E. Add Line 30 to 31D.	\$ 2,868,982	
32.	Adjusted current year taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,681,799,831	
33.	Current year NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.1705 /\$100	
34.	Rate adjustment for state criminal justice mandate. ²³		
	<p>A. Current year state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0</p> <p>_____ \$ 0</p>		
	<p>B. Prior year state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies..... - \$ 0</p> <p>_____ - \$ 0</p>		
	<p>C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ 0.0000 /\$100</p> <p>_____ \$ 0.0000 /\$100</p>		
	D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.0000 /\$100	
35.	Rate adjustment for indigent health care expenditures. ²⁴		
	<p>A. Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose. \$ 0</p> <p>_____ \$ 0</p>		
	<p>B. Prior year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose..... - \$ 0</p> <p>_____ - \$ 0</p>		
	<p>C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ 0.0000 /\$100</p> <p>_____ \$ 0.0000 /\$100</p>		
	D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.0000 /\$100	

²² [Reserved for expansion]

²³ Tex. Tax Code §26.044

²⁴ Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/	Item 8.
36.	<p>Rate adjustment for county indigent defense compensation. ²⁵</p> <p>A. Current year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state grants received by the county for the same purpose. \$ 0</p> <p>B. Prior year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose. \$ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0.0000 /\$100</p> <p>D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100. \$ 0.0000 /\$100</p> <p>E. Enter the lesser of C and D. If not applicable, enter 0. \$ 0.0000 /\$100</p>		
37.	<p>Rate adjustment for county hospital expenditures. ²⁶</p> <p>A. Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year. \$ 0</p> <p>B. Prior year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023. \$ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0.0000 /\$100</p> <p>D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100. \$ 0.0000 /\$100</p> <p>E. Enter the lesser of C and D, if applicable. If not applicable, enter 0. \$ 0.0000 /\$100</p>		
38.	<p>Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information.</p> <p>A. Amount appropriated for public safety in the prior year. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year \$ 0</p> <p>B. Expenditures for public safety in the prior year. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year. \$ 0</p> <p>C. Subtract B from A and divide by Line 32 and multiply by \$100 \$ 0.0000 /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0. \$ 0.0000 /\$100</p>		
39.	<p>Adjusted current year NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.</p>	\$ 0.1705	/ \$100
40.	<p>Adjustment for prior year sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero.</p> <p>A. Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent \$ 885,185</p> <p>B. Divide Line 40A by Line 32 and multiply by \$100 \$ 0.0526 /\$100</p> <p>C. Add Line 40B to Line 39.</p>	\$ 0.2231	/ \$100
41.	<p>Current year voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below.</p> <p>Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08.</p> <p>- or -</p> <p>Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.</p>	\$ 0.2309	/ \$100

²⁵ Tex. Tax Code §26.0442
²⁶ Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/	Item 8.
D41.	<p>Disaster Line 41 (D41): Current year voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of</p> <p>1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or</p> <p>2) the third tax year after the tax year in which the disaster occurred</p> <p>If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).</p>	\$ _____	/ \$100
42.	<p>Total current year debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that:</p> <p>(1) are paid by property taxes,</p> <p>(2) are secured by property taxes,</p> <p>(3) are scheduled for payment over a period longer than one year, and</p> <p>(4) are not classified in the taxing unit's budget as M&O expenses.</p> <p>A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ²⁸</p> <p>Enter debt amount \$ 0 _____</p> <p>B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0 _____</p> <p>C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0 _____</p> <p>D. Subtract amount paid from other resources - \$ 0 _____</p> <p>E. Adjusted debt. Subtract B, C and D from A. \$ 0 _____</p>	\$ 0	_____
43.	Certified prior year excess debt collections. Enter the amount certified by the collector. ²⁹	\$ 0	_____
44.	Adjusted current year debt. Subtract Line 43 from Line 42E.	\$ 0	_____
45.	<p>Current year anticipated collection rate.</p> <p>A. Enter the current year anticipated collection rate certified by the collector. ³⁰ 100.00 %</p> <p>B. Enter the prior year actual collection rate..... 98.21 %</p> <p>C. Enter the 2022 actual collection rate. 98.91 %</p> <p>D. Enter the 2021 actual collection rate. 101.94 %</p> <p>E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹</p>	100.00	%
46.	Current year debt adjusted for collections. Divide Line 44 by Line 45E.	\$ 0	_____
47.	Current year total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,803,946,097	_____
48.	Current year debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$ 0.0000	/ \$100
49.	Current year voter-approval tax rate. Add Lines 41 and 48.	\$ 0.2309	/ \$100
D49.	<p>Disaster Line 49 (D49): Current year voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.</p>	\$ _____	/ \$100

²⁷ Tex. Tax Code §26.042(a)
²⁸ Tex. Tax Code §26.012(7)
²⁹ Tex. Tax Code §26.012(10) and 26.04(b)
³⁰ Tex. Tax Code §26.04(b)
³¹ Tex. Tax Code §§26.04(h), (h-1) and (h-2)

Item 8.

Line	Voter-Approval Tax Rate Worksheet	Amount/
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval tax rate.	\$ 0.0000 /\$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	\$ 0
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November of the prior year. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 930,690
53.	Current year total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,803,946,097
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ 0.0515 /\$100
55.	Current year NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.1702 /\$100
56.	Current year NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November of the prior tax year.	\$ _____ /\$100
57.	Current year voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.2309 /\$100
58.	Current year voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ 0.1794 /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ _____
60.	Current year total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ _____ /\$100

³² Tex. Tax Code §26.041(d)
³³ Tex. Tax Code §26.041(i)
³⁴ Tex. Tax Code §26.041(d)
³⁵ Tex. Tax Code §26.04(c)
³⁶ Tex. Tax Code §26.04(c)
³⁷ Tex. Tax Code §26.045(d)
³⁸ Tex. Tax Code §26.045(i)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/	Item 8.
62.	Current year voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ _____	/ \$100

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value.³⁹ The Foregone Revenue Amount for each year is equal to that year’s adopted tax rate subtracted from that year’s voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year’s current total value.⁴⁰

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042;⁴¹
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴² or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴³

Individual components can be negative, but the overall rate will be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴⁴

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	Year 3 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value A. Voter-approval tax rate (Line 67) B. Unused increment rate (Line 66) C. Subtract B from A D. Adopted Tax Rate E. Subtract D from C F. 2023 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero	\$ 0.1718 _____ / \$100 \$ 0.0000 _____ / \$100 \$ 0.1718 _____ / \$100 \$ 0.1718 _____ / \$100 \$ 0.0000 _____ / \$100 \$ 1,716,831,971 _____ \$ 0 _____
64.	Year 2 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value A. Voter-approval tax rate (Line 67) B. Unused increment rate (Line 66) C. Subtract B from A D. Adopted Tax Rate E. Subtract D from C F. 2022 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero	\$ 0.1778 _____ / \$100 \$ 0.0256 _____ / \$100 \$ 0.1522 _____ / \$100 \$ 0.1778 _____ / \$100 \$ -0.0256 _____ / \$100 \$ 1,341,974,657 _____ \$ 0 _____
65.	Year 1 Foregone Revenue Amount. Subtract the 2021 unused increment rate and 2021 actual tax rate from the 2021 voter-approval tax rate. Multiply the result by the 2021 current total value A. Voter-approval tax rate (Line 67) B. Unused increment rate (Line 66) C. Subtract B from A D. Adopted Tax Rate E. Subtract D from C F. 2021 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero	\$ 0.1998 _____ / \$100 \$ 0.0177 _____ / \$100 \$ 0.1821 _____ / \$100 \$ 0.1900 _____ / \$100 \$ -0.0079 _____ / \$100 \$ 975,687,230 _____ \$ 0 _____
66.	Total Foregone Revenue Amount. Add Lines 63G, 64G and 65G	\$ 0.0000 _____
67.	2024 Unused Increment Rate. Divide Line 66 by Line 21 of the <i>No-New-Revenue Rate Worksheet</i> . Multiply the result by 100	\$ 0.0000 _____ / \$100
68.	Total 2024 voter-approval tax rate, including the unused increment rate. Add Line 67 to one of the following lines (as applicable): Line 49, Line 50 (counties), Line 58 (taxing units with additional sales tax) or Line 62 (taxing units with pollution)	\$ 0.1794 _____ / \$100

³⁹ Tex. Tax Code §26.013(b)
⁴⁰ Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)
⁴¹ Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)
⁴² Tex. Tax Code §§26.0501(a) and (c)
⁴³ Tex. Local Gov't Code §120.007(d)
⁴⁴ Tex. Local Gov't Code §120.007(d)

SECTION 6: De Minimis Rate

Item 8.

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴ This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
69.	Adjusted current year NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i> .	0.1705
70.	Current year total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,803,946,097
71.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 70 and multiply by \$100.	\$ 0.0277 /\$100
72.	Current year debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.0000 /\$100
73.	De minimis rate. Add Lines 69, 71 and 72.	\$ 0.1982 /\$100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁸

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁹

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
74.	2023 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____ /\$100
75.	Adjusted 2023 voter-approval tax rate. Use the taxing unit’s Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2023 and the taxing unit calculated its 2023 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2023 worksheet due to a disaster, complete the applicable sections or lines of <i>Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2023 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2023, complete form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2023 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. ⁵⁰ Enter the final adjusted 2023 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2023 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year’s worksheet.	\$ _____ /\$100
76.	Increase in 2023 tax rate due to disaster. Subtract Line 75 from Line 74.	\$ _____ /\$100
77.	Adjusted 2023 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
78.	Emergency revenue. Multiply Line 76 by Line 77 and divide by \$100.	\$ _____
79.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
80.	Emergency revenue rate. Divide Line 78 by Line 79 and multiply by \$100. ⁵¹	\$ _____ /\$100

⁴⁴ Tex. Tax Code §26.04(c)(2)(B)
⁴⁵ Tex. Tax Code §26.012(8-a)
⁴⁶ Tex. Tax Code §26.063(a)(1)
⁴⁷ Tex. Tax Code §26.042(b)
⁴⁸ Tex. Tax Code §26.042(f)
⁴⁹ Tex. Tax Code §26.42(c)
⁵⁰ Tex. Tax Code §26.42(b)

Line	Emergency Revenue Rate Worksheet	Amount/	Item 8.
81.	Current year voter-approval tax rate, adjusted for emergency revenue. Subtract Line 80 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 68 (taxing units with the unused increment rate).	\$ _____/100	

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

- No-new-revenue tax rate.** \$ 0.1702 /100
 As applicable, enter the current year NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).
 Indicate the line number used: 26

- Voter-approval tax rate.** \$ 0.1794 /100
 As applicable, enter the current year voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 68 (adjusted for unused increment), or Line 81 (adjusted for emergency revenue).
 Indicate the line number used: 68

- De minimis rate.** \$ 0.1982 /100
 If applicable, enter the current year de minimis rate from Line 73.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit’s certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵²

print here → Jenifer O’Kane
 Printed Name of Taxing Unit Representative

sign here → Jenifer O’Kane, PCC
 Taxing Unit Representative

8.2.24
 Date

⁵² Tex. Tax Code §§26.04(c-2) and (d-2)



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

Submitted By: Aniz Alani, Deputy City Attorney

Council Meeting Date: August 20, 2024

Agenda Item Wording: **Discuss and consider approval of a draft agreement between the City of Dripping Springs and the Dripping Springs Mountain Bike Club governing access to multi-use trails at Dripping Springs Ranch Park and authorize staff to finalize agreement with the Mountain Bike Club.**
Sponsor: Council Member Sherrie Parks.

Agenda Item Requestor:

Summary/Background: As directed by City Council, staff have prepared a draft agreement with the Dripping Springs Mountain Bike Club (“Club”) to update and replace the 2016 Joint Use Agreement for Mountain Bike Trails. Staff provided a draft copy of the agreement to the Club for discussion on August 12, 2024 in preparation for a scheduled meeting between City staff and the Club’s Board on August 15, 2024. As of the time of preparing this report, staff had not received any comments from the Club regarding the draft agreement. It is presented to Council for consideration, subject to agreement with the Club’s Board on key terms.

The key points of the revised draft agreement and its comparison to the 2016 agreement are summarized below.

Grant of License: The City grants the Club and its registered members a non-exclusive license to use the trails for practice, provided certain conditions are met (e.g., registration, carrying a license tag, attending an orientation).

Annual Practice Schedule: The Club must provide a schedule of trail use to the City, detailing the dates and times of use.

Trail Use Fees: The Club will pay \$100 per season for each individual member and \$150 per season for each family registered to use the trails. Fees are collected in two installments, due in December and May.

Trail Maintenance: The City is responsible for trail maintenance, but the Club must report any hazards or unsafe conditions.

Modification Requests: As with the current agreement, any modifications to trails by the Club require written approval from the City.

Concession Stand: The City will take control of the outdoor concession stand, and the Club must vacate by October 1, 2024.

Settlement Terms: The City agrees not to pursue the \$5,425 arborist expenses from the 2024 incident, provided the Club fulfills a volunteer service commitment of 275 hours over two years supervised by an adult Club volunteer using a minimum ratio of 1 adult chaperone for every eight minors. The Club will coordinate volunteer activities with the City, ensuring the work benefits the City's parks and recreation areas.

Insurance: The Club must maintain liability insurance coverage of at least \$5,000,000.

Indemnification: The Club indemnifies the City against all claims arising from the use of the trails by the Club or its members.

Annual Review: The agreement will be reviewed annually by the City and the Club.

Termination: Either party may terminate the agreement with 90 days' notice or 10 days' notice in case of breach.

In summary, the proposed replacement agreement between the City of Dripping Springs and the Dripping Springs Mountain Bike Club introduces a more structured and detailed approach to the use and maintenance of the trails at DSRP. It includes specific terms for registration and fees, which were not present in the 2016 agreement. The updated terms are designed to enhance trail management, ensure compliance, and resolve outstanding issues in a collaborative manner.

Commission Recommendations:

N/A

Recommended Council Actions:

Approval.

Attachments:

Draft Trail Use and Settlement Agreement
2016 Joint Use Agreement for Mountain Bike Trails

Next Steps/Schedule:

To be determined, pending response from Club.

TRAIL USE AND SETTLEMENT AGREEMENT

between

City of Dripping Springs

and

Dripping Springs Mountain Bike Club

Contract No. DSM2024XXXX

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TRAIL USE AND SETTLEMENT AGREEMENT

THIS **TRAIL USE AND SETTLEMENT AGREEMENT** IS ENTERED BY AND BETWEEN THE **CITY OF DRIPPING SPRINGS** AND THE **DRIPPING SPRINGS MOUNTAIN BIKE CLUB**.

WHEREAS, the City owns, manages and operates park lands and facilities for the recreational use of the public; and

WHEREAS, the City owns real property in the City, including Dripping Springs Ranch Park, trails and active use areas that are capable of being used by the Club for mountain biking purposes; and

WHEREAS, the City and the Club entered into the 2016 Agreement governing the Club's use of Trails;

WHEREAS, during the term of the 2016 Agreement, the City incurred estimated arborist expenses of \$5,425 due to the 2024 Incident;

WHEREAS, the City and the Club wish to settle matters related to the 2024 Incident amicably without resorting to further action;

WHEREAS, the Parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations, and in so doing to clarify, refine and replace the 2016 Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE CITY AND THE CLUB 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 the binding signatures of all Parties to this Agreement are affixed.

ARTICLE 2. DEFINITIONS

In this Agreement:

- (a) **"2016 Agreement"** means the into an agreement entered into between the City and the Club on June 10, 2016 governing the Club's use of the Trails;

- (b) “**2024 Incident**” means the unauthorized destruction of trees and trails at DSRP by the Club’s members on City property, as described in the City’s letter to the Club dated April 26, 2024;
- (c) “**Agreement**” means this Trail Use and Settlement Agreement;
- (d) “**City Administrator**” means the chief administrative officer of the City, or designee.
- (e) “**City**” means the City of Dripping Springs, a General Law, Type-A municipality located in Hays County, Texas.
- (f) “**Club**” means the Dripping Springs Mountain Bike Club, a nonprofit corporation formed in the State of Texas.
- (g) “**DSRP Manager**” means the individual designated by the City Administrator as having management responsibility for DSRP, or designee.
- (h) “**DSRP**” or “**Dripping Springs Ranch Park**” means the public area located at 1042 Event Center Drive, Dripping Springs, Texas.
- (i) “**Effective Date**” has the meaning described in section 1.2 above.
- (j) “**License Tag**” means an identification tag or card provided by the City and issued by the Club to a Registered Member.
- (k) “**Orientation Meeting**” means the annual pre-season orientation meeting hosted by the City as described in section 6.1 below.
- (l) “**Parks Rules**” means Article 16.02, Division 2 of the Code of Ordinances of the City of Dripping Springs, as amended.
- (m) “**Participant Hour Tracking Sheet**” means the record of volunteer hours worked prepared and submitted in accordance with section 9.4(a) below.
- (n) “**Participation Release**” means a Participant Waiver and Release of Liability Agreement substantially in the form set out in Attachment “A”.
- (o) “**Registered Family**” means a group of Registered Members living in the same household, related by blood, marriage, or legal guardianship.
- (p) “**Registered Member**” means an individual who is officially listed by the Club as being authorized to exercise the privileges of trail use granted by this Agreement and on whose behalf an annual use fee is payable by the Club to the City.
- (q) “**Roster**” means the roster of Registered Members and Registered Families prepared and maintained by the Club in accordance with section 4.2 below.

- (r) “**Season**” means the period between October and May of the following calendar year.
- (s) “**Trail**” means a multi-use trail in DSRP designated by the DSRP Manager or City Administrator for use by mountain bike users.

ARTICLE 3. TERM

3.1 Duration

This Agreement shall be in effect for an initial term ending June 30, 2025, after which it may be renewed by mutual agreement of the Club and City Administrator for one successive one-year period. For greater certainty, this Agreement shall expire no later than June 30, 2026 unless

- (a) the Club and City Council mutually agree to extend or replace the Agreement, or
- (b) terminated as provided in section 3.2 below.

3.2 Termination

This Agreement may, written notice given in the manner hereafter provided, be terminated by:

- (a) either party with 90 days written notice;
- (b) mutual written consent of the Parties; or
- (c) either party with 10 days written notice if a default or breach shall be made by the other party with respect to the due and timely performance of any of its covenants and agreements contained herein.

ARTICLE 4. TRAIL USE

4.1 Grant of License

The City agrees to allow the Club and its Registered Members to use the Trails on a non-exclusive basis in accordance with this Agreement for the purposes of practicing for mountain bike competitions, provided that, while using the Trails, each Registered Member:

- (a) is listed on the Roster;
- (b) is carrying a License Tag issued by the Club to the Registered Member;
- (c) has attended an Orientation Meeting held in respect of the current Season; and
- (d) has provided the Club with a completed and signed Participation Release.

4.2 Club to Maintain Roster

The Club will prepare and maintain a Roster of Registered Members and Registered Families authorized to exercise the privileges of trail use granted under this Agreement, which contains:

- (a) the full name, address, and birth date of each Registered Member;
- (b) the License Tag identification number assigned to each Registered Member; and
- (c) the dates on which the Registered Member:
 - (i) was issued a License Tag;
 - (ii) attended an Orientation Meeting held in respect of the current Season; and
 - (iii) provided the Club with a completed and signed Participation Release.

4.3 License Tags

- (a) The City will provide the Club with an inventory of License Tags for each Season based on the expected number of Registered Members as determined by the City in consultation with the Club.
- (b) The Club may only issue a License Tag to a Register Member who meets the criteria in paragraphs 4.1(a), 4.1(c) and 4.1(d) above.

4.4 Annual Practice Schedule

The Club will provide the DSRP Manager with a practice schedule setting out the dates and times during which the Club's Registered Members are expected to use the Trails by the following dates:

- (a) upon execution of this Agreement in respect of the 2024/25 Season;
- (b) by August 15 in respect of each subsequent Season.

ARTICLE 5. TRAIL USE FEES

5.1.1 Trail Use Fee

The Club will pay to the City a non-pro-rated trail use fee as follows:

- (a) \$100.00 per Season, or portion thereof, during which a Registered Member who is not part of a Registered Family is listed on the Roster;
- (b) \$150.00 per Season, or portion thereof, during which a Registered Family is listed on the Roster;

5.1.2 Fee Payment

The Club shall collect the annual trail use fees from its Registered Members and remit these fees accompanied by a current roster of Registered Members and Registered Families to the City in two installments each Season:

- (a) one by December 15 representing 50% of the trail use fees payable on account of all Registered Members listed on the Roster by December 1 of the most recently commenced Season;
- (b) one by May 15 representing the remainder of trail use fees payable on account of all Registered Members listed on the Roster during the most recently commenced Season, including, subject to section 5.1.3 below, trail use fees payable on account of Registered Members and Registered Families added to the Roster after December 1 of the most recently commenced Season.

5.1.3 Changes in Family Membership

- (a) If a Registered Family is listed on the Roster by December 1 of the most recently commenced Season and only one Registered Member from the Registered Family remains listed by May 15 of the same Season, the Club shall still pay an additional \$75.00 for the Registered Family, resulting in a total fee of \$150.00 for that Season.
- (b) If a Registered Member who is not part of a Registered Family before December 1 becomes part of a Registered Family after December 1, the Club shall pay an additional \$100.00 fee for the Registered Family, resulting in a total fee of \$150.00 for the Registered Family for that Season.
- (c) If two or more Registered Members who are not part of a Registered Family before December 1 qualify for Registered Family status after December 1, the Club shall adjust the total fee to \$150.00 for that Registered Family. Any overpayment made for individual members in the first installment shall be credited towards the second installment.

ARTICLE 6. PRE-SEASON ORIENTATION MEETING

6.1 City to Provide Annual Pre-Season Orientation

At least once before each Season begins, the City will host an Orientation Meeting at DSRP to provide orientation on the following:

- (c) trail safety rules;
- (d) horse and hiker safety;
- (e) the requirement and process to report deficiencies, hazards, maintenance needs, and non-compliance with the City's Parks Rules by park patrons on the Trails; and

- (f) the definition of sanctioned Trails.

6.2 Club Representative Attendance at Orientation Meeting

The Club will cause a sufficient number of representatives to attend an Orientation Meeting before each Season as is necessary to ensure that at least one such representative who has attended the Orientation Meeting is present in a supervisory capacity while the Club's Registered Members are using the Trails.

6.3 Catch-Up Orientation Meeting

- (a) If an individual wishes to become a Registered Member after the Orientation Meeting is held for the current Season, or if an individual is unable to attend an Orientation Meeting held in respect of the current Season, the individual may watch a video recording of the Orientation Meeting and provide the Club with a signed and dated statement confirming that the individual understood the orientation information and agrees to comply with all requirements imposed by this Agreement and applicable laws.
- (b) For the purposes of paragraph 4.1(c) and subparagraph 4.2(c)(ii), an individual who completes the requirements of paragraph (a) above is deemed to have attended an Orientation Session held on the date on which the individual signs the statement described in paragraph (a).

ARTICLE 7. TRAIL MAINTENANCE

7.1 City Maintenance

The City has exclusive responsibility to maintain the Trails.

7.2 Club to Report Hazards

- (a) Each Registered Member must report to the Club any unsafe conditions and hazards observed on the Trails as soon as possible.
- (b) The Club must report to the City all unsafe conditions and hazards on the Trails reported to the Club as soon as possible.

7.3 Trail Modification Requests

- (a) The Club may submit a written request to the City to modify a Trail.
- (b) Neither the Club nor any Registered Member may modify the Trails in any way without express written consent from the DSRP Manager.

ARTICLE 8. CONCESSION STAND

8.1 City takeover of concession stand

The City will take over the use of the outdoor concession stand at DSRP.

8.2 Agreement to vacate

The Club agrees to vacate and remove any stored items from the outdoor concession stand by October 1, 2024, ensuring the space is left clean and in good condition.

ARTICLE 9. SETTLEMENT

9.1 Waiver of Costs

The City agrees not to take any action to collect the estimated \$5,425 in arborist expenses or any other costs related to the remediation of the damage caused by the Incident, provided that the Club fulfills the volunteer service requirements outlined in this Article.

9.2 Volunteer Service Commitment

- (a) The Club agrees to provide a total of 275 hours of volunteer service over the next two years, under the direction of City staff.
- (b) Volunteer activities shall be scheduled and coordinated with the City through the DSRP Manager to ensure that the work is beneficial to the City's parks and recreation areas.
- (c) All volunteer work must be completed within two years from the execution of this Agreement.
- (d) Only volunteer hours spent on work directed by the City will be counted towards this commitment.

9.3 Supervision

- (a) The Club agrees to provide at least one adult chaperone for every eight minors participating in volunteer activities.
- (b) The presence and participation of adult chaperones will count towards the required volunteer service hours.

9.4 Reporting and Verification

- (a) The Club shall keep accurate records of volunteer hours worked substantially in the form set out in Attachment “B” to this Agreement and submit these records to the City on a quarterly basis no later than April 1 for the quarter ending March 31, July 1 for the quarter ending June 30, October 1 for the quarter ending September 30, and January 2 for the quarter ending December 31.
- (b) The City reserves the right to verify the hours and nature of the volunteer work performed.

9.5 Tolling

9.5.1 Tolling of Statute of Limitations

City and Club agree that the statute of limitations for any claims City may have against the Club related to the Incident described in the April 26, 2024, letter (the “Claims”) shall be tolled during the period beginning on the date this Agreement is executed and ending on the date that the Club fulfills its volunteer service commitment as specified in section 9.2 of this Agreement.

9.5.2 Resumption of Statute of Limitations

If the Club fails to fulfill its volunteer service commitment by the deadline specified in section 9.2(c) of this Agreement, the statute of limitations for any Claims shall resume running on the date of such failure, being two years from the date of execution of this Agreement.

9.5.3 Effect of Tolling

The tolling period shall not be counted towards the time limit within which City must bring any Claims against the Club. This provision is intended to preserve City's right to bring any Claims that may exist as of the date of this Agreement, notwithstanding any statute of limitations that would otherwise apply.

9.6 Default

In the event that Club fails to fulfill the volunteer service commitment as specified in this Agreement, City reserves the right to seek reimbursement for the full amount of \$5,425 in arborist expenses, in addition to any other costs incurred due to the Incident.

ARTICLE 10. FINANCIAL RESPONSIBILITY

10.1 Insurance

The Club must maintain commercial general liability insurance coverage of at least \$5,000,000 per occurrence, listing the City as an additional insured. The Club shall provide proof of such insurance to the City and ensure that the policy includes a provision requiring thirty (30) days' notice to the City prior to any cancellation or change in terms of the policy.

10.2 Indemnification

THE CLUB AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES ARISING OUT OF OR RESULTING FROM THE USE OF THE TRAILS BY OR ON BEHALF OF THE CLUB OR ITS REGISTERED MEMBERS.

10.3 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.

10.4 Waivers of Liability

The Club agrees to obtain a completed Participant Release, in the form attached hereto as Attachment "A", from each participant prior to their involvement in any activities under this Agreement including use of the Trails and volunteer service under Article 9 above. For minor participants, the waiver must be signed by a parent or legal guardian. The Club shall retain all signed waivers for a period of no less than five years and provide copies to the City upon request.

10.5 Payment Terms

Unless a due date for payment is otherwise specified within this Agreement, all amounts owed by the Club to the City are due within 30 days of receiving an invoice in accordance with this Agreement.

ARTICLE 11. GOVERNANCE

11.1 Annual Review

This Agreement will be reviewed annually by representatives of the City and the Club to determine the best procedures for accomplishing the objectives of this Agreement, clarify their roles, and react to changes in circumstances. Any changes to the Agreement shall require mutual written consent in accordance with section 12.5 below.

11.2 Notice of Changes in Club Governance

The Club will notify the City forthwith of any change in any of the following:

- (a) the Club's board of directors;
- (b) the Club's constitution or bylaws;
- (c) the Club's corporate status;
- (d) the Club's registered office address;

- (e) the Club's insurance coverage;
- (f) the Club's legal counsel.

11.3 Accuracy of Records

The Club represents and warrants that each submission of records under this Agreement, including without limitation the Roster and Participant Hour Tracking Sheets, is accurate, truthful, and verifiable. The Club acknowledges that any falsification of records may result in termination of this Agreement and potential legal action.

ARTICLE 12. MISCELLANEOUS

12.1 Assignment

Club'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.

12.2 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 City
 P.O. Box 384
 Dripping Springs, TX 78620
 512-858-4725

For the Club:

Attention: Jon Ballard, President
 Dripping Springs Mountain Bike Club
 1677 Grassy Field Road
 Austin, TX 78737
 jon.ballard@gmail.com

- (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.

12.3 Entire Agreement

This Agreement 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.

12.4 Repeal

The 2016 Agreement is terminated as of the Effective Date.

12.5 Amendment

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

12.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

12.7 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.

12.8 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.

12.9 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, e mail 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.

12.10 Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom enforcement is sought. 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.

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

THE CITY:
City of Dripping Springs

THE CLUB:
Dripping Springs Mountain Bike Club

Michelle Fischer
City Administrator

Jon Ballard
President

Date

Date

ATTACHMENT "A": Participant Waiver and Release of Liability Agreement

Participant's Name	Address
Date of Birth	City, State, ZIP
Email Address	Phone Number

Acknowledgment and Assumption of Risk

I, the undersigned participant, understand that participation in the Dripping Springs Mountain Bike Club, including but not limited to training, practice sessions, competitions, and related volunteer work (the "Activities") involves inherent risks of injury, including but not limited to personal injury, property damage, and death. I acknowledge that participation in the Activities is voluntary and that I assume all risks associated with the Activities.

Waiver and Release

In consideration of being allowed to participate in the Activities, I AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF DRIPPING SPRINGS, ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (THE "CITY") AGAINST AND FROM ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, ACTIONS, OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, WHICH MAY ARISE FROM MY PARTICIPATION IN THE ACTIVITIES.

Parental Consent (for Participants Under 18)

I, the undersigned parent or legal guardian of the minor participant named above, hereby consent to his/her participation in the Activities. I have read and understand the terms of this waiver and release, and I agree to be bound by its terms, having read and understood the Acknowledgement and Assumption of Risk section of this document. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY AGAINST AND FROM ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, ACTIONS, OR CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, ARISING OUT OF OR RELATED TO MY CHILD'S PARTICIPATION IN THE ACTIVITIES.

Parent/Guardian Signature (if Participant is a minor)

Parent/Guardian Name

Participant's Signature

Date

Witness to Parent/Guardian's Signature

Witness Name

**ATTACHMENT "B":
Participant Hour Tracking Sheet**

Date	Participant Name	Start Time	End Time	Total Hours (less breaks)	Participant Signature	Club Representative Signature

TOTAL HOURS ON THIS PAGE: _____ **Accepted on behalf of the City:** _____

By signing above, each participant and club representative represents and warrants to the City of Dripping Springs that the corresponding line entry is accurate and that the hours claimed are truthful and verifiable.

JOINT USE AGREEMENT *for Mountain Bike Trails*

This Joint Use Agreement for the utilization of bicycle trails at Dripping Springs Ranch Park (“Agreement”) is between the City of Dripping Springs (“City”), and the Dripping Springs Mountain Bike Club (“Club”). In this Agreement, the City and Club are sometimes individually referred to as a “Party”, and collectively referred to as the “Parties”.

RECITALS:

- WHEREAS,** the City Council of the City of Dripping Springs (“City Council”) authorizes and encourages the use, construction, designation, and maintenance of mountain bike trails to promote the health and general welfare of the community; and
- WHEREAS,** the City of Dripping Springs (“City”) owns, manages, and operates park lands and facilities for the recreational use of the public;
- WHEREAS,** the City is the owner of real property in the City, including Dripping Springs Ranch Park (“DSRP”), trails and active use areas that are capable of being used by the Team for mountain biking purposes; and
- WHEREAS,** this project authorized by the City includes the construction and maintenance of mountain biking trails in DSRP; and
- WHEREAS,** under appropriate circumstances, these publicly held lands and facilities should be used most efficiently to maximize use and increase recreational opportunities for the community; and
- WHEREAS,** the City Council finds that the creation of mountain bike trails will increase tourism and revenue to the City; and
- WHEREAS,** subject to the terms and conditions hereinafter stated, City and Club agree to the joint use of the trails; and
- WHEREAS,** the Parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually 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. Cooperation.** Each of the Parties is lawfully entitled to utilize the type of trails described in this Agreement, and is therefore allowed to cooperate with the other Party for the mutual use of the trails.

ARTICLE 2. DEFINITIONS

Key terms in this Agreement are defined below. Certain other capitalized terms have the meanings given in the Recitals of this Agreement where first used.

- (a) **City:** The City of Dripping Springs, a General Law, Type-A municipality located in Hays County, Texas.
- (b) **City Administrator:** The chief administrative officer of the City, or the officer's designee.
- (c) **City Council:** The governing body of the City of Dripping Springs.
- (d) **Co-Sponsor:** A person that is neither an agent nor an employee of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor's resources and staff in order to achieve the goals of this Agreement.
- (e) **Dripping Springs Mountain Bike Club:** non-profit organization directed towards middle and high school students that promotes mountain biking.
- (f) **Park:** A public area which includes Dripping Springs Ranch Park located at: 1042 Event Center Drive, Dripping Springs, Texas, 78620.
- (g) **Trails:** Multi-use trails in Dripping Springs Ranch Park designated as such by Dripping Springs Ranch Park Manager or City Administrator.

ARTICLE 3. TERM

- 3.1. Effective Date.** This Agreement shall be effective on the date upon which the binding signatures of all Parties to this Agreement are affixed.
- 3.2. Duration.** This Agreement shall be in effect for an initial term of one year, after which it will automatically renew for successive one-year periods unless: (a) A Party provides the other party with written notice of the intention not to renew the Agreement 90 days prior to end of the then-current year term; or (b) terminated as provided below.
- 3.3. Termination:** This agreement may, by written notice given in the manner hereafter provided, be terminated by:
 - a. Either Party with written notice 90 days prior to the termination date;
 - b. Mutual written consent of the Parties;
 - c. City if a default or breach shall be made by Club with respect to the due and timely performance of any of its covenants and agreements contained herein; or

- d. Club if a default or breach shall be made by City with respect to the due and timely performance of any of its covenants and agreements contained herein.

ARTICLE 4. OBLIGATIONS

4.1. City's Obligations.

- (a) City agrees to allow Club the use of the Trails for purposes of practicing for competitions.
- (b) City shall take reasonable steps to ensure that waste is not performed upon the Trails, and that any damage to the Trails is limited to reasonable wear and tear.
- (c) The City shall, keep and maintain the Park free of all trash, graffiti, vandalism, weeds and debris, and at all times in an orderly, clean, safe, and sanitary condition. The City shall keep the Park adequately lighted and under surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public.
- (d) The City shall secure all necessary permits required in connection with operations on the Premises and shall comply with all federal, state and local statutes, ordinances, or regulations which may affect, in any respect, City's use of the Premises.

4.2. Club's Obligations.

- (a) Club agrees to construct, maintain, and repair the Trails in a good and usable condition during the term of this Agreement. Proposed new trails must be approved by the DSRP Manager or City Administrator before commencing work.
- (b) Club shall furnish all labor, materials, mechanical workmanship, transportation, equipment, and services necessary for the completion of the construction of the Trails described in this Agreement and in accordance with the plan (if any) and other Agreement documents to conduct the installation required under this Agreement in an efficient manner.
- (c) Club shall provide supervision of all work crews while performing the Work. On-site supervision is not required as long as communication equipment is provided which enables the work crew to communicate with a project supervisor at all times.
- (d) Club shall take reasonable steps to ensure that waste is not performed upon the City Trails, and that any damage to the Trails is limited to reasonable wear and tear. Costs incurred by the City to repair or replace any destruction, damage or injury to Trails during the Club's use of the Trails shall be paid for by Team within thirty (30) days of Club's receipt of an invoice from the City.
- (e) Club shall exercise reasonable care and due diligence to avoid harming City property.

- (f) The expense of any and all maintenance, operation expenses and or relocation of said Trails shall be born solely by the Club.
- (g) Obey all laws, rules, regulations, and terms of the Lease, and of the use, condition, and occupancy of the Leased Premises, including the rules and regulations of the Park, if any, as amended.
- (h) The Club shall secure all necessary permits required in connection with operations on the Premises and shall comply with all federal, state and local statutes, ordinances, or regulations which may affect, in any respect, Club's use of the Trails.

ARTICLE 5. PERMITTED USES

5.1. Club Use.

The Club shall be entitled to the exclusive use of the Trails for the Club's practice location and be the official home trail of the Club.

5.2. City Use.

At all other times, the City and third parties authorized by the City will be entitled to use the Trails for community recreational and educational purposes.

ARTICLE 6. GENERAL PROVISIONS

- 6.1. Scheduling.** The schedule for the parties' joint use of the Trails will be coordinated by the Dripping Springs Ranch Park Manager, and the Coach, Lance Thornton, for the Club, who will communicate routinely throughout the term of this Agreement.
- 6.2. Insurance.** Each Party will maintain their own liability insurance to cover the activities described by this Agreement.
- 6.3. Force Majure.** Neither City nor Club shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts must be undertaken to mitigate its effects.
- 6.4. Independent Status.** Club is independent, and is not City's employee. Club employees or subcontractors are not City's employees. This Agreement does not create a partnership, joint venture or agency, express or implied, nor any employer-employee, or borrowed servant relationship by and among the parties.
- 6.5. Indemnification.** Club shall defend, indemnify, and hold City, their successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any

and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Club or Club's agents, employees, subcontractors, invitees, guest or trespasser in the performance of Club's obligations under this Agreement, no matter how, or to whom, such loss may occur.

- 6.6. Notice.** All notice and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

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

Dripping Springs Mountain Bike Club

Lance Thornton

10108 Little Creek Circle

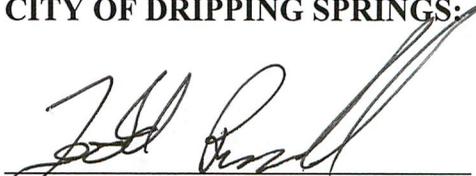
Dripping Springs, TX 78620 512-560-7803

- 6.7. Waiver.** No covenant or condition of this Agreement may be waived without consent of the Parties.
- 6.8. Exclusive Agreement.** This document constitutes the entire Agreement between the Parties. This Agreement may only be amended or supplemented by mutual agreement of the Parties in writing.
- 6.9. Severability.** Should any of the clauses, sentences, paragraphs, sections or parts of this Agreement be deemed invalid, unconstitutional, or unenforceable by a court or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Agreement.
- 6.10. Assignment.** The Parties each hereby bind themselves, their successors, assignees and legal representatives to each other with respect to the terms of this Agreement. This Agreement, any part thereof, or any interest herein shall not be assigned by Club without the express written consent of the City.
- 6.11. Authority to Act.** The Parties each represent and warrant that the signatories on this Agreement are authorized to execute this Agreement. Each Party warrants that any action required to be taken in order for this Agreement to be binding on it has been duly and properly taken prior to the execution of this Agreement.
- 6.12. Venue and Enforcement.** This Agreement shall be enforceable in Dripping Springs, Texas, and if legal action is necessary by any of the Parties with respect to the enforcement of any or all of the terms or conditions of this Agreement, exclusive venue

for same shall lie in Hays County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

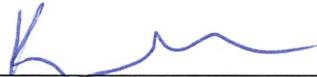
IN WITNESS WHEREOF, the Parties to these presents have executed this Agreement on the dates indicated.

CITY OF DRIPPING SPRINGS:

by: 
Todd Purcell, Mayor

Date Signed: 6-10-16

ATTEST:

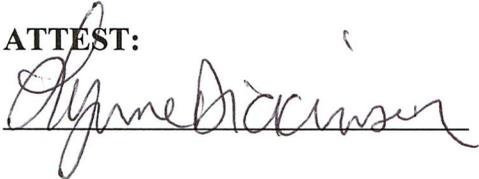
by: 
Kerri Craig, City Secretary

DRIPPING SPRINGS MOUNTAIN BIKE CLUB:

by: 

Date Signed: 6-2-16

ATTEST:

by: 

AGENDA ITEM COVER SHEET

SUBJECT:

Consideration and possible action with respect to a “Resolution of the City Council of the City of Dripping Springs, Texas, Determining Costs of the Proposed Public Improvements in the Heritage Public Improvement District, Approving a Proposed Improvement Area #2 Assessment Roll, Calling a Public Hearing, and Making Related Findings and Determinations, in Accordance With Chapter 372 of the Texas Local Government Code”

ITEM SUMMARY/SPECIAL CONSIDERATIONS:

On November 14, 2017, the Council adopted Resolution No. 2017-74 authorizing the creation of the Heritage Public Improvement District (the "PID") after a public hearing in accordance with Chapter 372, Texas Local Government Code, as amended (the "PID Act"). The PID is expected to be developed in phases. The area designated as "Improvement Area #2" within the District ("Improvement Area #2") is the next phase of development in the PID. The PID consists of approximately 188.943 acres and Improvement Area #2 includes approximately 75.57 acres. Improvement Area #2 is expected to include approximately 160 lots and the future improvement areas are expected to include approximately 277 lots and approximately 105 multifamily units. The City is authorized by the PID Act to issue revenue bonds payable from the Assessments levied within Improvement Area #2 (the “Improvement Area #2 Assessments”) for the purpose of paying a portion of the actual costs of the authorized improvements constructed for the benefit of property within Improvement Area #2 of the PID.

The PID Act requires preparation of a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the public improvements (“Authorized Improvements”) to be funded through the Improvement Area #2 Assessments. The PID Act also requires preparation of an assessment roll stating the amount of special assessment against individual parcels of land in the PID determined by the method chosen by the City consistently with the PID Act.

P3 Works, LLC (“P3”) has prepared, on behalf of the City, a Preliminary Service and Assessment Plan (the “PSAP”) which includes a description of the proposed Authorized Improvements, determines the cost of those improvements, and includes a proposed Improvement Area #2 Assessment Roll.

This item requests that the City Council pass and approve the attached Resolution, which makes certain findings regarding the nature of the Improvement Area #2 Authorized Improvements, the cost of the Improvement Area #2 Authorized Improvements, and approving the proposed Improvement Area #2 Assessment Roll (all of which information is included in the PSAP attached to the Resolution). On the City Council’s approval, the proposed Improvement Area #2 Assessment Roll will be made available for public inspection at the Office of the City Secretary and notice of the public hearing to consider the proposed Improvement Area #2 Assessments will be published in accordance with the PID Act.

In conjunction with the City Council’s consideration of an ordinance levying the Improvement Area #2 Assessments on land in the PID, and after notice and a public hearing, City staff will bring forward a proposed ordinance levying the Improvement Area #2 Assessments on land within Improvement Area #2 of the PID, approving the final Service and Assessment Plan (SAP), and approving the final Assessment Roll.

COMMENTS

The bond ordinance and related sale, along with the assessment ordinance, are currently planned for the September 17, 2024 Council agenda, after actual interest rates are determined. The PID Bonds are currently anticipated to close on October 16, 2024.

ATTACHMENTS:
Cost Determination Resolution

RESOLUTION NO. 2024-__

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS, DETERMINING COSTS OF THE PROPOSED PUBLIC IMPROVEMENTS IN THE HERITAGE PUBLIC IMPROVEMENT DISTRICT, APPROVING A PROPOSED IMPROVEMENT AREA #2 ASSESSMENT ROLL, CALLING A PUBLIC HEARING, AND MAKING RELATED FINDINGS AND DETERMINATIONS, IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE.

WHEREAS, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Dripping Springs, Texas (the "City") on February 9, 2016 (the "Original Petition") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district located within the extraterritorial jurisdiction of the City to be known as Heritage Public Improvement District (the "District" or "PID") to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the PID Act that are necessary for development of the District, which public improvements will include, but not be limited to, roadway, wastewater, and drainage facilities and improvements, trail improvements and other improvement projects; and

WHEREAS, an amended and restated petition was submitted and filed with the City Secretary of the City on June 29, 2017 (the "Amended and Restated Petition") pursuant to the PID Act which amended, restated and replaced the Original Petition in its entirety, and requested the creation of the District to provide public improvements within the District to include the design, acquisition, and construction of public improvement projects authorized by Section 372.003(b) of the PID Act that are necessary for development of the District, which public improvements will include, but not be limited to, roadway, wastewater, and drainage facilities and improvements, trail improvements and other improvement projects; and

WHEREAS, the Amended and Restated Petition contained the signatures of the record owners of taxable real property representing more than 50% of the appraised value of the real property liable for assessments within the District, as determined by the then current ad valorem tax rolls of the Hays Central Appraisal District, and the signatures of record property owners who own taxable real property that constitutes more than 50% of the area of all taxable property that is liable for assessment within the District; and

WHEREAS, on November 14, 2017, after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects described in the Amended and Restated Petition as required by Section 372.009 of the PID Act and on November 14, 2017 the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2017-74 (the "Creation Resolution"), adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects; and

WHEREAS, following the adoption of the Creation Resolution, on November 30, 2017, the City published the Creation Resolution in *The Dripping Springs Century News*, a newspaper of general circulation in the City; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after the date of publication of the Creation Resolution; and

WHEREAS, the City has reviewed the Preliminary Service and Assessment Plan attached to this Resolution as "**Exhibit A**" and the Proposed Improvement Area #2 Assessment Roll attached to this Resolution as "**Exhibit B**" pertaining to the District; and

WHEREAS, in accordance with Section 372.016 of the Act, the City Council desires to make certain determinations and findings with regard to the total cost of the "Authorized Improvements" set forth in the Preliminary Service and Assessment Plan attached to this Resolution as "**Exhibit A**";

WHEREAS, in accordance with Section 372.016 of the Act, the City Council also desires to approve the Proposed Improvement Area #2 Assessment Roll, which is included in the Preliminary Service and Assessment Plan attached to this Resolution as "**Exhibit A**," cause the Proposed Improvement Area #2 Assessment Roll to be filed with the City Secretary, and to direct the City Secretary to make the Proposed Improvement Area #2 Assessment Roll available for public inspection and publish notice of the City Council's intention to consider the proposed assessments at a public hearing, all in accordance with the requirements of the Act.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct and are incorporated into this Resolution for all purposes by this reference.

Section 2. The City Council hereby finds, declares, and directs:

(a) Determination of Cost. The cost determinations for the proposed Authorized Improvements set forth in the Preliminary Service and Assessment Plan attached to this Resolution as "**Exhibit A**" are hereby approved.

(b) Proposed Improvement Area #2 Assessment Roll. The Proposed Improvement Area #2 Assessment Roll included in the Preliminary Service and Assessment Plan attached to this Resolution as "**Exhibit A**," stating the assessment against each parcel of assessable land in Improvement Area #2 of the District as determined by the method of assessment set forth in said Preliminary Service and Assessment Plan is hereby approved, and the City Council declares that the Proposed Improvement Area #2 Assessment Roll is hereby filed with the City Secretary. The City Council hereby directs the City Secretary to make the Proposed Improvement Area #2 Assessment Roll available for public inspection and publish notice (in substantially the form attached hereto as "**Exhibit B**") of

the City Council's intention to consider the proposed assessments at a public hearing, all in accordance with the requirements of the Act.

Section 3. City Council hereby authorizes and directs City Secretary to take the actions described in Section 2 of this Resolution and authorizes and directs staff to prepare the required resolutions, ordinances, agreements, service and assessment plan, assessment roll and other documents necessary for the City Council to effectuate the PID Creation Resolution and this Resolution.

Section 4. The City Council hereby declares that written notice of the date, hour and place of the meeting at which this Resolution was adopted, was posted and that such meeting was open to the public as required by law at all times when this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 5. This Resolution shall take effect immediately from and after its passage.

EXHIBIT LIST:

Exhibit A – Preliminary Service and Assessment Plan (including the Proposed Improvement Area #2 Assessment Roll)

Exhibit B – Notice of Public Hearing

PASSED AND APPROVED on this 20th day of August, 2024

**THE CITY OF DRIPPING SPRINGS,
TEXAS**

By: _____
Bill Foulds, Jr., Mayor

ATTEST:

By: _____
Diana Boone, City Secretary

EXHIBIT A

(Preliminary Service and Assessment Plan – including the Proposed Improvement Area #2
Assessment Roll)

Heritage Public Improvement District

PRELIMINARY 2024 AMENDED AND RESTATED SERVICE AND
ASSESSMENT PLAN

AUGUST 20, 2024



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INTRODUCTION

Capitalized terms used in this 2024 Amended and Restated Service and Assessment Plan shall have the meanings given to them in Section I unless otherwise defined in this 2024 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section” or an “Exhibit” shall be a reference to a Section of this 2024 Amended and Restated Service and Assessment Plan, or an Exhibit attached to and made a part of this 2024 Amended and Restated Service and Assessment Plan for all purposes.

On November 14, 2017, the City passed and approved Resolution No. 2017-74 authorizing the creation of the District. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 188.943 acres located within the City, as described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**.

On June 6, 2023, the City Council approved the 2023 Service and Assessment Plan and levied Assessments to finance the Authorized Improvements to be constructed for the benefit of the Assessed Property within Improvement Area #1 of the District by approving the 2023 Assessment Ordinance. The 2023 Service and Assessment Plan identifies the Authorized Improvements to be provided by the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. The City also adopted an Assessment Roll for Improvement Area #1 of the District identifying the Assessment on each Lot within Improvement Area #1 of the District, based on the method of assessment identified in the 2023 Service and Assessment Plan.

On July 2, 2024, the City approved Ordinance No. 2024-25 approving the 2024 Annual Service Plan Update which updated the Improvement Area #1 Assessment Roll for 2024.

This 2024 Amended and Restated Service and Assessment Plan serves to amend and restate the 2023 Service and Assessment Plan in its entirety for the purposes of (1) identifying the Improvement Area #2 Authorized Improvements and the estimated costs thereof; (2) levying the Improvement Area #2 Assessments; (3) issuing the Improvement Area #2 Bonds; and (4) approving the Improvement Area #2 Assessment Roll.

The PID Act requires a Service Plan that covers a period of at least five years, defines the annual indebtedness and projected cost of the Authorized Improvements and includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV** and the form of notice is attached as **Exhibit Q**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay its share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit F**. The Improvement Area #2 Assessment Roll is included as **Exhibit H-1**. The Improvement Area #2 Assessment Roll by block and lot is included as **Exhibit H-2** for illustrative purposes only.

SECTION I: DEFINITIONS

“2023 Assessment Ordinance” means Ordinance No. 2023-17, which was passed and adopted by the City Council on June 6, 2023, which approved the levy of the Improvement Area #1 Assessments for Improvement Area #1 Assessed Property and the Improvement Area #1 Assessment Roll.

“2023 Service and Assessment Plan” means the 2023 Service and Assessment Plan adopted by the City pursuant to the 2023 Assessment Ordinance which identified the Improvement Area #1 Authorized Improvements and the estimated costs thereof, approved the levy of the Improvement Area #1 Assessments for Improvement Area #1 Assessed Property, and the Improvement Area #1 Assessment Roll.

“2024 Amended and Restated Service and Assessment Plan” means this 2024 Amended and Restated Service and Assessment Plan.

“2024 Annual Service Plan Update” means the Annual Service Plan Update adopted by the City by Ordinance No. 2024-25 on July 2, 2024, which updated the Improvement Area #1 Assessment Roll for 2024.

“2024 Assessment Ordinance” means Ordinance No. _____ which was passed and adopted by the City Council on _____, 2024, which approved the levy of the Improvement Area #2 Assessments for Improvement Area #2 Assessed Property and the Improvement Area #2 Assessment Roll.

“Actual Costs” mean, with respect to the Authorized Improvements, the actual costs paid or incurred by or on behalf of the Owner: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities. Actual Costs shall not include general contractor’s fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded

from the amount upon which the general contractor and construction management fees are calculated.

“Additional Interest” means the amount collected by application of the Additional Interest Rate.

“Additional Interest Rate” means an additional interest rate not to exceed 0.50% that may be charged on Assessments securing PID Bonds, pursuant to Section 372.018 of the PID Act.

“Administrative Reserves” means the estimated first year Annual Collection Costs.

“Administrator” means the City or the person or independent firm designated by the City who shall have the responsibility provided in this 2024 Amended and Restated Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District.

“Annual Collection Costs” mean the actual or budgeted costs and expenses relating to collecting the Annual Installments, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2024 Amended and Restated Service and Assessment Plan and the Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Installment” means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest related to PID Bonds, if applicable.

“Annual Service Plan Update” means an update to this 2024 Amended and Restated Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

“Appraisal District” means Hays Central Appraisal District.

“Assessed Property” means any Parcel within the District that benefits from an Authorized Improvement and on which an Assessment is levied.

“Assessment” means an assessment levied against a Parcel within the District and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment

Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

“Assessment Ordinance” means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment on the Assessed Property, as shown on the applicable Assessment Roll.

“Assessment Plan” means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, more specifically described in **Section V**.

“Assessment Roll” means one or more assessment rolls for the Assessed Property within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein, and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included as **Exhibit F**. The Improvement Area #2 Assessment Roll is included as **Exhibit H-1**. The Improvement Area #2 Assessment Roll by block and lot is included as **Exhibit H-2** for illustrative purposes only.

“Authorized Improvements” means improvements authorized by Section 372.003 of the PID Act as described in **Section III** and depicted on **Exhibit N, Exhibit O, and Exhibit P**.

“Bobwhite” means BobWhite Investments, L.P., a Texas limited partnership.

“Bond Issuance Costs” means the costs associated with issuing PID Bonds, if issued, including but not limited to attorney fees, financial advisory fees, consultant fees, initial trustee fee, appraisal fees, printing costs, publication costs, City costs, reserve fund requirements, underwriter’s discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

“City” means the City of Dripping Springs, Texas.

“City Council” means the governing body of the City.

“County” means Hays County, Texas.

“Delinquent Collection Costs” mean, for a Parcel, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2024 Amended and Restated Service and Assessment Plan, including costs and expenses to foreclose liens.

“Developer” means M/I Homes of Austin, LLC, an Ohio limited liability company, and its successors and assigns.

“District” means the Heritage Public Improvement District containing approximately 188.943 acres located within the City and shown on **Exhibit B-1** and more specifically described in **Exhibit A-1**.

“Estimated Buildout Value” means the estimated buildout value of an Assessed Property, assuming fully constructed horizontal and vertical improvements thereon, at the time Assessments are levied, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value. For the purposes of determining the allocation of Assessments between Lot Types in Future Improvement Areas, the Estimated Buildout Values shown on **Exhibit K** will not change.

“Financing and Reimbursement Agreement” means that certain Amended and Restated Heritage Public Improvement District Financing and Reimbursement Agreement by and between the Developer and the City, dated December 20, 2022.

“Future Improvement Areas” means approximately 76.30 acres located within the District, as shown on **Exhibit B-4** and more specifically described in **Exhibit A-4**.

“Improvement Area #1” means approximately 37.073 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-2**.

“Improvement Area #1 Annual Installment” means the annual installment payment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

“Improvement Area #1 Assessed Property” means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

“Improvement Area #1 Assessment” means an Assessment levied against Improvement Area #1 Assessed Property and imposed pursuant to the 2023 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit F**, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #1 Assessment Roll” means the Assessment Roll for the Improvement Area #1 Assessed Property and included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit F**, as updated, modified, or amended from time to time in accordance with the

procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

“Improvement Area #1 Authorized Improvements” mean the Improvement Area #1 Projects, the Administrative Reserves and Bond Issuance Costs related to the Improvement Area #1 Bonds.

“Improvement Area #1 Bonds” mean those certain “City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2023 (Heritage Public Improvement District Improvement Area #1 Project)” that are secured by Improvement Area #1 Assessments.

“Improvement Area #1 Improvements” mean those Authorized Improvements that only benefit Improvement Area #1, more specifically described in **Section III.B**.

“Improvement Area #1 Major Improvements” means Improvement Area #1’s allocable share of the Major Improvements.

“Improvement Area #1 Projects” mean the Improvement Area #1 Improvements and the Improvement Area #1 Major Improvements.

“Improvement Area #2” means approximately 75.57 acres located within the District, as shown on **Exhibit B-3** and more specifically described in **Exhibit A-3**.

“Improvement Area #2 Annual Installment” means the annual installment payment of the Improvement Area #2 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

“Improvement Area #2 Assessed Property” means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

“Improvement Area #2 Assessment” means an Assessment levied against Improvement Area #2 Assessed Property and imposed pursuant to the 2024 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit H-1**, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act. The Improvement Area #2 Assessment Roll by block and lot is included as **Exhibit H-2** for illustrative purposes only.

“Improvement Area #2 Assessment Roll” means the Assessment Roll for the Improvement Area #2 Assessed Property and included in this 2024 Amended and Restated Service and Assessment

Plan as **Exhibit H-1**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update. The Improvement Area #2 Assessment Roll by block and lot is included as **Exhibit H-2** for illustrative purposes only.

“Improvement Area #2 Authorized Improvements” mean the Improvement Area #2 Projects, and the Administrative Reserves and Bond Issuance Costs related to the Improvement Area #2 Bonds.

“Improvement Area #2 Bonds” mean those certain “City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2024 (Heritage Public Improvement District Improvement Area #2 Project)” that are secured by Improvement Area #2 Assessments.

“Improvement Area #2 Improvements” mean those Authorized Improvements that only benefit Improvement Area #2, more specifically described in **Section III.C**.

“Improvement Area #2 Initial Parcel” means all of the Improvement Area #2 Assessed Property against which the entire Improvement Area #2 Assessment is levied, as shown on the Improvement Area #2 Assessment Roll.

“Improvement Area #2 Major Improvements” means Improvement Area #2’s allocable share of the Major Improvements.

“Improvement Area #2 Projects” mean the Improvement Area #2 Improvements and the Improvement Area #2 Major Improvements.

“Indenture” means an Indenture of Trust entered into in connection with the issuance of PID Bonds, as amended or supplemented from time to time, between the City and a Trustee setting forth terms and conditions related to PID Bonds, if issued.

“Lot” means (1) for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multi-family, single-family residential, etc.), as determined by the Administrator and confirmed and approved by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the

Estimated Buildout Value of the Lot as determined by the Administrator and confirmed and approved by the City Council.

“Lot Type 1” means a Lot within Improvement Area #1 designated as a 40’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

“Lot Type 2” means a Lot within Improvement Area #1 designated as a 45’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

“Lot Type 3” means a Lot within Improvement Area #1 designated as a 50’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

“Lot Type 4” means a Lot within Improvement Area #2 designated as a 35’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

“Lot Type 5” means a Lot within Improvement Area #2 designated as a 40’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

“Lot Type 6” means a Lot within Improvement Area #2 designated as a 45’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

“Lot Type 7” means a Lot within Improvement Area #2 designated as a 50’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

“Major Improvements” mean the Authorized Improvements that benefit the entire District, and are more specifically described in **Section III.A**.

“Maximum Assessment” means, for each Lot within Improvement Area #1 and Improvement Area #2, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) the amount shown for each Lot Type on **Exhibit J**. The Maximum Assessment shall be reduced annually by the principal portion of the Annual Installment.

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements. Property is identified as Non-Benefited Property at the time the Assessments (1) are levied or (2) are reallocated pursuant to a subdivision of a Parcel that receives no benefit.

“Owner” means collectively the Developer, Tri Pointe Homes Texas, Inc., a Texas corporation formerly known as Trendmaker Homes, and any of their respective successor and assigns.

“Parcel(s)” means a property within the District, identified by either a tax map identification number assigned by the Appraisal District for real property tax purposes, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Bonds” mean bonds issued by the City, that are secured by Assessments, to finance the Actual Costs of the Authorized Improvements, inclusive of the Improvement Area #1 Bonds.

“Prepayment” means the payment of all or a portion of an Assessment before the due date of the final installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment of the Assessment.

“Prepayment Costs” mean interest and Annual Collection Costs incurred up to the date of Prepayment.

“Property ID” mean a unique number assigned to each Parcel by the Appraisal District.

“Service Plan” means the plan more specifically described in **Section IV** that covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements.

“Trustee” means a trustee (or successor trustee) under the applicable Indenture.

SECTION II: THE DISTRICT

The District includes approximately 188.943 contiguous acres located within the corporate limits of the City, as more particularly described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**. Development of the District is anticipated to include approximately 595 single-family units and 105 multi-family units.

Improvement Area #1 includes approximately 37.073 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-2** and depicted on **Exhibit B-2**. Development of Improvement Area #1 includes 158 single-family units.

Improvement Area #2 includes approximately 75.57 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-3** and depicted on **Exhibit B-3**. Development of Improvement Area #2 is anticipated to include approximately 160 single-family units.

The Future Improvement Areas include approximately 76.30 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-4** and depicted on **Exhibit B-4**. Development of the Future Improvement Areas is anticipated to include approximately 277 single-family units and 105 multi-family units.

SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Developer and their engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Major Improvements, the Improvement Area #1 Improvements, the Improvement Area #2 Improvements, the Bond Issuance Costs and the Administrative Reserves are Authorized Improvements and confer a special benefit on the respective Assessed Property. The budget for the Authorized Improvements is shown on **Exhibit C**, and maps depicting the Authorized Improvements are shown on **Exhibit N**, **Exhibit O** and **Exhibit P**.

A. Major Improvements

▪ *Roadway*

Improvements including subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, signalization at the intersection of Ranch Road 12 and Roger Hanks Parkway, and reinforcing steel for collector roadways and slip streets. The grading associated with collector and slip street

construction is included. The erosion control associated with collector and slip street construction and wet pond construction is included. Mobilization costs are included. The signalization of RM 12 and Roger Hanks Parkway/Brookside Street and the channelized southbound right-turn movement on RM 12 at Roger Hanks Parkway/Brookside Street will be dedicated to TxDOT.

- *Drainage*

Improvements including storm pipe, storm manholes, junction boxes, headwalls, area inlets, curb inlets, manhole casting adjustments, wet pond improvements, and trench safety program associated with drainage improvements.

- *Trails and Landscaping*

Improvements necessary to construct the 10' hike and bike trail that runs East to West along North Roger Hanks Parkway, the 8' hike and bike trail that runs from the Northern overall property boundary to the Southern overall property boundary and Entry Monumentation improvements at the intersection of Ranch Road 12 and North Roger Hanks Parkway.

- *Soft Costs*

Estimated to be 16% of hard costs, inclusive of a 4% construction management fee.

B. Improvement Area #1 Improvements

- *Roadway*

Subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, and reinforcing steel for internal roadways. Grading and erosion control that are not associated with the wet pond or North Roger Hanks Parkway and mobilization are included.

- *Drainage*

Trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #1.

- *Wastewater*

Trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other

necessary appurtenances required to provide wastewater service to each Parcel within Improvement Area #1.

- *Landscaping*

Landscaping improvements including plantings, Improvement Area #1 Pocket Park, fencing, and secondary entry signage.

- *Soft Costs*

Estimated to be 16% of hard costs, inclusive of a 4% construction management fee.

C. Improvement Area #2 Improvements

- *Roadway*

Subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, mobilization, erosion control, and reinforcing steel for internal roadways.

- *Drainage*

Trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #2.

- *Wastewater*

Trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Parcel within Improvement Area #2.

- *Landscaping*

Landscaping improvements including plantings, and Improvement Area #2 pocket park.

- *Soft Costs*

Estimated to be 16% of hard costs, inclusive of a 4% construction management fee.

D. Bond Issuance Costs

- *Debt Service Reserve Fund*

Equals the amount required under an applicable Indenture in connection with the

issuance of PID Bonds.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds, and includes a fee for underwriter's counsel.

- *Cost of Issuance*

Costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

E. Administrative Reserves

Estimated first year Annual Collection Costs.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated, at least annually, and approved by the City Council. **Exhibit D** summarizes the Service Plan for the District. The Service Plan is also required to include a copy of the buyer disclosure notice form required by Section 5.014 of the Texas Property Code, as amended. The buyer disclosures are attached hereto as **Exhibit R**.

Exhibit E summarizes the sources and uses of funds required to construct the Authorized Improvements and pay the Administrative Reserves and Bond Issuance Costs. The sources and uses of funds shown on **Exhibit E** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance reasonable

classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner and all future owners and developers of the Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements shall be allocated as follows:

- Major Improvements shall be allocated pro rata between the Improvement Area #1 Assessed Property, Improvement Area #2 Assessed Property, and the Future Improvement Areas based on Estimated Buildout Value, as shown on **Exhibit K**.
- The Improvement Area #1 Improvements are allocated entirely to the Improvement Area #1 Assessed Property.
- The Improvement Area #2 Improvements are allocated entirely to the Improvement Area #2 Assessed Property.
- Bond Issuance Costs and Administrative Reserves shall be allocated entirely to the Assessed Property relating to the applicable PID Bonds.

B. Assessments

Improvement Area #1 Assessments were levied on the Improvement Area #1 Assessed Property as shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F**, based on Estimated Buildout Value. The projected Improvement Area #1 Annual Installments are shown on **Exhibit G**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #2 Assessments will be levied on the Improvement Area #2 Assessed Property as shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit H-1**, based on Estimated Buildout Value. The projected Improvement Area #2 Annual Installments are shown on **Exhibit I**, subject to revisions made during any Annual Service Plan Update.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

- *Improvement Area #1*

1. The costs of Improvement Area #1 Authorized Improvements equal \$9,245,031 as shown on **Exhibit C**; and
2. The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Authorized Improvements equal to or greater than the Actual Costs of the Improvement Area #1 Authorized Improvements; and
3. The Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property for Improvement Area #1 Authorized Improvements, which equal \$7,043,000, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F**; and
4. The special benefit (\geq \$9,245,031) received by the Improvement Area #1 Assessed Property from Improvement Area #1 Authorized Improvements is greater than the amount of the Improvement Area #1 Assessments (\$7,043,000) levied on the Improvement Area #1 Assessed Property; and
5. At the time the City Council approved the 2023 Assessment Ordinance levying the Improvement Area #1 Assessments, the Owner and BobWhite together owned 100% of the Improvement Area #1 Assessed Property. The Owner and BobWhite acknowledged that the Improvement Area #1 Authorized Improvements confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for Improvement Area #1 Authorized Improvements associated therewith. The Owner and BobWhite ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the 2023 Assessment Ordinance, (2) the 2023 Service and Assessment Plan and the 2023 Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

- *Improvement Area #2*

1. The costs of Improvement Area #2 Authorized Improvements equal \$10,780,797 as shown on **Exhibit C**; and
2. The Improvement Area #2 Initial Parcel receives special benefit from Improvement Area #2 Authorized Improvements equal to or greater than the Actual Costs of the Improvement Area #2 Authorized Improvements; and
3. The Improvement Area #2 Initial Parcel will be allocated 100% of the Improvement Area #2 Assessments levied on the Improvement Area #2 Assessed Property for

Improvement Area #2 Authorized Improvements, which equal \$6,873,000, as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit H-1**; and

4. The special benefit ($\geq \$10,780,797$) received by the Improvement Area #2 Initial Parcel from Improvement Area #2 Authorized Improvements is greater than the amount of the Improvement Area #2 Assessments (\$6,873,000) levied on the Improvement Area #2 Initial Parcel; and
5. At the time the City Council approved the 2024 Assessment Ordinance levying the Improvement Area #2 Assessments, the Owner owned 100% of the Improvement Area #2 Initial Parcel. The Owner acknowledged that the Improvement Area #2 Authorized Improvements confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for the Improvement Area #2 Authorized Improvements associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the 2024 Assessment Ordinance, (2) this 2024 Amended and Restated Service and Assessment Plan and the 2024 Assessment Ordinance, and (3) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Parcel of Assessed Property based on the amount of outstanding Assessment remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments levied on the Assessed Property to pay the PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Interest at the rate of the PID Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. *Upon Division Prior to Recording of Subdivision Plat*

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2024 Amended and Restated Service and Assessment Plan approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat and a Property ID has been assigned by the Appraisal District, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the newly subdivided Lots based on Estimated Buildout Value according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type

D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefited Property

E = the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the

recorded subdivision plat. The calculation of the Estimated Buildout Value for a Lot shall be performed by the Administrator and confirmed by the City Council.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2024 Amended and Restated Service and Assessment Plan approved by the City Council. A subdivision plat has already been recorded for the Improvement Area #1 Assessed Property as shown on **Exhibit L-1** and for the Improvement Area #2 Assessed Property as shown on **Exhibit L-2**.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update. The Assessment for any resulting Lot or Parcel may not exceed the Maximum Assessment for the applicable Lot Type and compliance may require a mandatory Prepayment of Assessments pursuant to Section VI.C.

B. True-Up of Assessments if Maximum Assessment Exceeded

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Owner must partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such Lot Type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring the Assessed Property shall pay to the Administrator the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-

Benefited Property, the owner causing the change in status shall pay the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

D. Reduction of Assessments

If as a result of cost savings or Authorized Improvements not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, (i) in the event PID Bonds are not issued, the City Council shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs, or (ii) in the event PID Bonds are issued, the Trustee shall apply amounts on deposit in the applicable account of the project fund, relating to the PID Bonds, that are not expected to be used for purposes of the project fund to redeem outstanding PID Bonds, in accordance with the applicable Indenture. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. If PID Bonds are issued, interest costs from the date of Prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination," a form of which is attached hereto as **Exhibit Q**.

If an Assessment is paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised, accordingly by allocating the amount of the Prepayment pro rata to each remaining Annual Installment, or of PID Bonds were issued

secured by such Assessment, in accordance with the applicable Indenture; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the prepayment made.

F. Prepayment as a Result of Eminent Domain Proceeding or Taking

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a **“Taking”**), the portion of the Assessed Property that was taken or transferred (the **“Taken Property”**) shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the **“Remaining Property”**), following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2024 Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remainder Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres of Remaining Property shall

be subject to the \$100 Assessment (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Taken Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. Said owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirement on all outstanding PID Bonds, if applicable.

G. Payment of Assessment in Annual Installments

Exhibit G shows the projected Improvement Area #1 Annual Installments. Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Exhibit I shows the projected Improvement Area #2 Annual Installments. Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the City Council for its review and approval, with a copy provided to the Developer contemporaneously therewith, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and updated calculations of Annual Installments. Annual Collection Costs shall be allocated equally among Parcels for which the Assessments remain unpaid. Annual Installments shall be collected in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the non-delinquent Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with the PID Act and the applicable Indenture, if such bonds are issued. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Improvement Area #1 Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2025. The initial Improvement Area #2 Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2026.

SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel within the Improvement Area #1 Assessed Property as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit H-1**. The Improvement Area #2 Assessment Roll by block and lot is included as **Exhibit H-2** for illustrative purposes only. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #2 Assessment Roll and Improvement Area #2 Annual Installments for each Parcel within the Improvement Area #2 Assessed Property as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this 2024 Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive

remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a City Council meeting, and within 30 days after closing such meeting, the City Council shall make a final determination as to whether or not an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2024 Amended and Restated Service and Assessment Plan, the 2024 Assessment Ordinance, or the Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this 2024 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2024 Amended and Restated Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2024 Amended and Restated Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2024 Amended and Restated Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2024 Amended and Restated Service and Assessment Plan. Interpretations of this 2024 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided at a meeting of the City Council during which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D. Form of Buyer Disclosure

Per Section 5.014 of the Texas Property Code, as amended, this 2024 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto on **Exhibit R**.

Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance of this 2024 Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this 2024 Amended and Restated Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

E. Severability

If any provision of this 2024 Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

LIST OF EXHIBITS

Exhibit A-1	District Legal Description
Exhibit A-2	Improvement Area #1 Legal Description
Exhibit A-3	Improvement Area #2 Legal Description
Exhibit A-4	Future Improvement Areas Legal Description
Exhibit B-1	District Boundary Map
Exhibit B-2	Improvement Area #1 Boundary Map
Exhibit B-3	Improvement Area #2 Boundary Map
Exhibit B-4	Future Improvement Areas Boundary Map
Exhibit C	Authorized Improvements
Exhibit D	Service Plan
Exhibit E	Sources and Uses
Exhibit F	Improvement Area #1 Assessment Roll
Exhibit G	Improvement Area #1 Annual Installments
Exhibit H-1	Improvement Area #2 Assessment Roll
Exhibit H-2	Improvement Area #2 Assessment Roll by Block and Lot
Exhibit I	Improvement Area #2 Annual Installments
Exhibit J	Maximum Assessment Per Lot Type
Exhibit K	Estimated Buildout Value for Improvement Area #1, Improvement Area #2, and Future Improvement Areas
Exhibit L-1	Improvement Area #1 Final Plat
Exhibit L-2	Improvement Area #2 Final Plat
Exhibit M	Lot Type Classification Map
Exhibit N	Map of Major Improvements
Exhibit O	Map of Improvement Area #1 Improvements
Exhibit P	Map of Improvement Area #2 Improvements
Exhibit Q	Notice of PID Assessment Termination
Exhibit R	Homebuyer Disclosures

EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

EXHIBIT A "Property"

TRACT 1:

A DESCRIPTION OF 34.247 ACRES IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 34.29 ACRE TRACT CONVEYED TO JOHN MARCUS BAIRD BY DEED DATED JANUARY 13, 1993 AND RECORDED IN VOLUME 971, PAGE 116 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 34.247 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the southeast corner of the said 34.29 acre tract, being also the northeast corner of a 10.11 acre tract described in Volume 3444, Page 347 of the Official Public Records of Hays County, Texas, and being in the west line of Tract 1 of the P.L. Turner Subdivision, a subdivision of record in Volume 133, Page 444 of the Deed Records of Hays County, Texas.

THENCE with the south line of the 34.29 acre tract, being also the north line of the 10.11 acre tract, the following four (4) courses and distances:

1. South 81°14'08" West, a distance of 397.32 feet to a 1/2" rebar with Chaparral cap set,
2. South 84°2'40" West, a distance of 7.97 feet to a 1/2" rebar found,
3. South 85°19'17" West, a distance of 78.51 feet to a fence post found,
4. South 37°56'47" West, a distance of 97.35 feet to a 1/2" rebar found for the northwest corner of the 10.11 acre tract, being also the northeast corner of Lot 3 of Burrows Subdivision, a subdivision of record in Book 15, Page 69 of the Plat Records of Hays County, Texas.

THENCE with the south line of the 34.29 acre tract, being also the north line of Burrows Subdivision, the following four (4) courses and distances:

1. South 82°29'22" West, a distance of 88.75 feet to a nail found,
2. South 79°25'37" West, a distance of 76.64 feet to a nail found in a live oak for the northwest corner of Lot 3, being also the northeast corner of Lot 2,
3. South 81°55'21" West, a distance of 126.68 feet to a 1/2" rebar with a 3984 cap found for the northwest corner of Lot 2, being also the northeast corner of Lot 1;

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4. South 81°56'23" West, a distance of 126.62 feet to a 1/2" rebar found for the northwest corner of Lot 1, being also the northeast corner of a 2.107 acre tract described in Volume 2840, Page 300 of the Official Public Records of Hays County, Texas;

THENCE continuing with the south line of the 34.29 acre tract, being also the north line of the 2.107 acre tract, the following two (2) courses and distances:

1. South 82°31'24" West, a distance of 142.51 feet to a nail found in a live oak;
2. South 81°27'49" West, a distance of 160.55 feet to a 1/2" rebar found for the northwest corner of the 2.107 acre tract, being also the northeast corner of Lot 1 of Sportsplex Subdivision No. 1, a subdivision of record in Book 7, Page 157 of the Plat Records of Hays County, Texas.

THENCE continuing with the south line of the 34.29 acre tract, being also the north line of Lot 1, the following two (2) courses and distances:

1. South 78°46'14" West, a distance of 283.22 feet to a 5/8" rebar found;
2. South 87°33'15" West, a distance of 75.24 feet to a 1/2" rebar found for the northwest corner of Lot 1, being in the east line of Sportsplex Drive, described in Volume 784, Page 217 of the Deed Records of Hays County, Texas;

THENCE with the east line of Sportsplex Drive, crossing the 34.29 acre tract the following two (2) courses and distances:

1. With a curve to the left, having a radius of 309.60 feet, a delta angle of 14°55'01", an arc length of 80.60 feet, and a chord which bears North 67°03'32" West, a distance of 80.38 feet to a calculated point;
2. North 74°27'23" West, a distance of 19.74 feet to a calculated point in the center of a road, being in the west line of the 34.29 acre tract.

THENCE with the west line of the 34.29 acre tract, 25' from and parallel to the east line of a 20.518 acre tract described in Volume 784, Page 210 of the Deed Records of Hays County, Texas, the following six (6) courses and distances:

1. North 15°32'13" East, a distance of 7.31 feet to a calculated point;
2. North 14°52'44" East, a distance of 170.09 feet to a calculated point;
3. North 42°12'50" East, a distance of 247.76 feet to a calculated point;
4. North 34°57'13" East, a distance of 299.47 feet to a calculated point;
5. North 35°47'18" East, a distance of 429.51 feet to a calculated point;

- 6. North 43°12'18" East, a distance of 469.74 feet to a 1/2" rebar with Chaparral cap set for the northwest corner of the 34.29 acre tract, from which a 1/2" rebar with Zamorra Warrick Associates cap found for the northeast corner of the 20.518 acre tract, bears South 89°12'58" West, a distance of 34.79 feet.

THENCE North 89°12'58" East, with the north line of the 34.29 acre tract, a distance of 764.65 feet to a 1/2" rebar found for the northeast corner of the 34.29 acre tract, being also in the west line of said Tract 1.

THENCE with the east line of the 34.29 acre tract, being also the west line of Tract 1, the following two (2) courses and distances:

- 1. South 01°00'24" West, a distance of 791.82 feet to a nail in a fence post found.
- 2. South 01°57'23" West, a distance of 240.27 feet to the **POINT OF BEGINNING**, containing 34.247 acres of land, more or less.

TRACT 2:

A DESCRIPTION OF 50.206 ACRES IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A TRACT CALLED THE EAST PART OF 152.47 ACRES CONVEYED TO JOHN MARCUS BAIRD BY GENERAL WARRANTY DEED DATED MAY 9, 1978 AND RECORDED IN VOLUME 310, PAGE 718 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAME BEING A PORTION OF A 152.47 ACRE TRACT CONVEYED TO EDNA EARL BAIRD BY DEED DATED FEBRUARY 19, 1937 AND RECORDED IN VOLUME 154, PAGE 59 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 50.206 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an axle found for the northeast corner of the said 152.47 acre tract, being an angle point in the south line of Tract 76 A-1, Replat of the Remainder of Tract 76A, Springlake and Subdivision of Reed Acreage, a subdivision of record in Book 9, Page 47 of the Plat Records of Hays County, Texas.

THENCE South 00°16'33" West, with the east line of the 152.47 acre tract, being a south line of said Tract 76 A-1, a distance of 70.71 feet to a fence post found for an angle point in the south line of Tract 76 A-1, for the northwest corner of a tract of land described in Volume 130, Page 231 of the Deed Records of Hays County, Texas.

THENCE South 02°57'28" West, with the east line of the 152.47 acre tract, and with the west line of a 2 acre tract described in Volume 130, Page 231, and Volume 1638, Page 147 of the Official Public Records of Hays County, Texas, a distance of 174.43 feet to fence post found for the southwest corner of the 2 acre tract, being also the northwest corner of Tract 1 of the P.L. Turner Subdivision, a subdivision of Record in Volume 133, Page 444 of the Deed Records of Hays County, Texas.

THENCE with the east line of the 152.47 acre tract, being the west line of Tract 1, with the fence, the following five (5) courses and distances:

- 1. South 02°48'03" West, a distance of 431.51 feet to a calculated point.
- 2. South 02°54'13" West, a distance of 484.14 feet to a calculated point;
- 3. South 02°03'04" West, a distance of 259.80 feet to a calculated point.
- 4. South 01°35'37" West, a distance of 300.57 feet to a calculated point.
- 5. South 01°07'29" West, a distance of 353.19 feet to a 1/2" rebar found for the northwest corner of a 34.29 acre tract described in Volume 971, Page 116 of the Deed Records of Hays County, Texas.

THENCE South 89°12'58" West, with the north line of the 34.29 acre tract, over and across the 152.47 acre tract, a distance of 764.65 feet to a 1/2" rebar with Chaparral cap set for the northwest corner of the 34.29 acre tract, being in the division line of the 152.47 acre tract described in Volume 310, Page 718 and Volume 310, Page 721 of the Deed Records of Hays County, Texas.

THENCE South 89°12'58" West, continuing across the 152.47 acre tract, with the said division line, a distance of 34.79 feet to a 1/2" rebar with Zamorra Warrick Associates cap found for the northwest corner of a 20.518 acre tract described in Volume 784, Page 210 of the Deed Records of Hays County, Texas.

THENCE South 89°12'49" West, with the north line of the 20.518 acre tract, with the said division line, a distance of 196.26 feet to a fence post found for the southeast corner of a 45.53 acre tract described in Volume 2953, Page 181 of the Official Public Records of Hays County, Texas.

THENCE with the east line of the 45.53 acre tract, with the said division line, crossing the 152.57 acre tract, the following four (4) courses and distances:

- 1. North 01°23'38" West, a distance of 440.21 feet to a 1/2" rebar with Carson Bush cap found.
- 2. North 00°57'16" West, a distance of 525.11 feet to a nail found at the base of a 13" and 14" live oak;
- 3. North 09°31'45" West, a distance of 154.92 feet to a 1/2" rebar with Chaparral cap set;
- 4. North 01°24'08" West, a distance of 484.34 feet to a 1/2" rebar found for the northeast corner of the 45.53 acre tract, being also the southeast corner of Lot 18 of Hidden Springs

Ranch Section II, a subdivision of record in Book 14, Page 69 of the Plat Records of Hays County, Texas;

THENCE with the east line of Hidden Springs Ranch Section II, continuing with the said division line, crossing the 152.57 acre tract, the following five (5) courses and distances:

1. North 01°22'12" West, a distance of 155.30 feet to a nail found in concrete;
2. North 15°23'51" East, a distance of 18.43 feet to a 1/2" rebar found;
3. North 03°04'23" West, a distance of 27.45 feet to a 1/2" rebar with 4404 cap found for the northeast corner of Lot 18, being also the southeast corner of Lot 17;
4. North 02°18'43" West, a distance of 190.70 feet to a 1/2" rebar with 4542 cap found for the northeast corner of Lot 17, being also the southeast corner of Lot 14;
5. North 01°02'42" West, a distance of 50.06 feet to an axle found for an angle point in the north line of the 152.47 acre tract, being also the southwest corner of Tract 76 A-1;

THENCE North 87°50'05" East, with the north line of the 152.47 acre tract, being also the south line of Tract 76 A-1, a distance of 1141.82 feet to the **POINT OF BEGINNING**, containing 50.206 acres of land, more or less.

TRACT 3:

A DESCRIPTION OF 94.695 ACRES (APPROX. 4,124,910 SQ. FT.) IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 119.7 ACRE TRACT CONVEYED TO NELSON M. DAVIDSON AND DORIS BREED DAVIDSON BY DEED DATED JUNE 23, 1952 AND RECORDED IN VOLUME 154, PAGE 290 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1, P.L. TURNER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 133, PAGE 444 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 94.695 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar with 3984 cap found in the west line of Old Fredericksburg Road (right-of-way width varies), for the northeast corner of the Doris Breed Davidson Subdivision, a subdivision of record in Book 10, Page 395 of the Plat Records of Hays County, Texas;

THENCE North 01°30'02" West, with the west line of Old Fredericksburg Road, across Tract 1, a distance of 425.26 feet to a 1/2" rebar with Chaparral cap set for the **POINT OF BEGINNING**;

THENCE over and across Tract 1, the following four (4) courses and distances:

1. South 89°48'55" West, a distance of 259.27 feet to a 1/2" rebar with Chaparral cap set.

2. With a curve to the left, having a radius of 970.00 feet, a delta angle of 06°06'33", an arc length of 103.43 feet, and a chord which bears South 86°45'39" West, a distance of 103.38 feet to a 1/2" rebar with Chaparral cap set
3. South 38°42'22" West, a distance of 192.59 feet to a 1/2" rebar with Chaparral cap set.
4. South 00°43'30" West, a distance of 387.78 feet to a 1/2" rebar with Chaparral cap set in the north line of a 9.008 acre tract described in Volume 2102, Page 453 of the Official Public Records of Hays County, Texas, from which a 1/2" rebar with 3984 cap found in the north line of the 9.008 acre tract, for the southwest corner of the Doris Breed Davidson Subdivision, bears North 87°06'31" East, a distance of 205.48 feet.

THENCE South 87°06'31" West, with the north line of the 9.008 acre tract, continuing across Tract 1, a distance of 304.58 feet to a 1/2" rebar found for the northwest corner of the 9.008 acre tract;

THENCE South 07°58'13" West, with the west line of the 9.008 acre tract, continuing across Tract 1, a distance of 1318.37 feet to a nail in concrete found for the southwest corner of the 9.008 acre tract, being also in the north line of a 6.38 acre tract described in Volume 1489, Page 391 of the Official Public Records of Hays County, Texas, for an angle point in the east line of Tract 1;

THENCE South 13°58'09" West, with the east line of Tract 1, being also the west line of the 6.38 acre tract, a distance of 743.78 feet to a 1/2" rebar with 3984 cap found for the southeast corner of Tract 1, being also the southwest corner of the 6.38 acre tract, and being in the north line of a 3.91 acre tract described in Volume 269, Page 226 of the Deed Records of Hays County, Texas;

THENCE South 88°04'18" West, with the south line of Tract 1, being also the north line of the 3.91 acre tract, a distance of 101.94 feet to a nail found in a 6" post for the northwest corner of the 3.91 acre tract, being also the apparent northeast corner of a 6 acre tract described in Volume 110, Page 563 of the Deed Records of Hays County, Texas;

THENCE North 89°32'58" West, with the south line of Tract 1, being also the apparent north line of the 6 acre tract, a distance of 152.30 feet to a fence post found for the apparent northwest corner of the 6 acre tract, and being a northeast corner of the 76.73 acre tract described in Volume 124, Page 515 of the Deed Records of Hays County, Texas;

THENCE South 89°52'25" West, with the south line of Tract 1, being also the north line of the 76.73 acre tract, distance of 311.97 feet to a fence post found for the southwest corner of Tract 1, being an angle point in the east line of the 76.73 acre tract;

THENCE North 01°40'35" East, with the west line of Tract 1, being also the east line of the 76.73 acre tract, a distance of 550.52 feet to a 1/2" rebar found for the northeast corner of the

76.73 acre tract, being also the southeast corner of a 10.11 acre tract described in Volume 3444, Page 347 of the Official Public Records of Hays County, Texas.

THENCE North 01°55'45" East, with the west line of Tract 1, being also the east line of the 10.11 acre tract, a distance of 660.61 feet to a 1/2" rebar found for the northeast corner of the 10.11 acre tract, being also the southeast corner of a 34.29 acre tract described in Volume 971, Page 116 of the Deed Records of Hays County, Texas.

THENCE with the west line of Tract 1, being also the east line of the 34.29 acre tract, the following two (2) courses and distances:

1. North 01°57'23" East, a distance of 240.27 feet to a nail in fence post found.
2. North 01°00'24" East, a distance of 791.82 feet to a 1/2" rebar found for the northeast corner of the 34.29 acre tract, being in the east line of a 152.47 acre tract described in Volume 310, Page 718 of the Deed Records of Hays County, Texas.

THENCE with the west line of Tract 1, being the east line of the 152.47 acre tract, with the fence, the following five (5) courses and distances:

1. North 01°07'29" East, a distance of 353.19 feet to a calculated point.
2. North 01°35'37" East, a distance of 300.57 feet to a calculated point.
3. North 02°03'04" East, a distance of 259.80 feet to a calculated point.
4. North 02°54'13" East, a distance of 484.14 feet to a calculated point.
5. North 02°48'03" East, a distance of 431.51 feet to a fence post found for the northwest corner of Tract 1, being the southwest corner of a 2 acre tract described in Volume 130, Page 231 of the Deed Records of Hays County, Texas.

THENCE North 86°52'58" East, with the north line of Tract 1, being also the south line of the 2 acre tract, a distance of 1245.48 feet to a fence post found for the northwest corner of a 7.749 acre tract described in Volume 374, Page 743 of the Deed Records of Hays County, Texas.

THENCE South 02°29'58" East, with the west line of the 7.749 acre tract, over and across Tract 1, a distance of 390.22 feet to a 1/2" iron pipe found for the southwest corner of the 7.749 acre tract, being also the northwest corner of a 1.50 acre tract described in Volume 207, Page 49 of the Deed Records of Hays County, Texas.

THENCE South 02°17'26" East, with the west line of the 1.50 acre tract, continuing across Tract 1, a distance of 208.99 feet to a 1/2" iron pipe found for the southwest corner of the 1.50 acre tract.

THENCE North 85°08'49" East, with the south line of the 1.50 acre tract, continuing across Tract 1, a distance of 104.25 feet to a 3/4" rebar found for an angle point in the east line of Tract 1, being also the northwest corner of a 1.00 acre tract described in Volume 1924, Page 385 of the Deed Records of Hays County, Texas, and being the northwest corner of the Turner Tract as shown on the plat of said P.L. Turner Subdivision.

THENCE South 02°05'28" East, with the east line of Tract 1, being also the west line of the 1.00 acre tract, the Turner Tract, a 1.00 acre tract described in Volume 275, Page 499 of the Deed Records of Hays County, Texas, and the west line of Tract 4 of said P.L. Turner Subdivision, a distance of 86.45 feet to a 1/2" rebar with Chaparral cap set, from which a fence corner at a 13" live oak for the southwest corner of the 1.00 acre tract, being also the southwest corner of Tract 4, and being in the north line of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas, bears South 02°05'28" East, a distance of 329.42 feet.

THENCE over and across Tract 1, the following eight (8) courses and distances:

1. South 87°52'26" West, a distance of 119.99 feet to a 1/2" rebar with Chaparral cap set.
2. South 02°07'34" East, a distance of 330.24 feet to a 1/2" rebar with Chaparral cap set.
3. South 87°52'26" West, a distance of 25.11 feet to a 1/2" rebar with Chaparral cap set.
4. South 02°07'34" East, a distance of 254.30 feet to a 1/2" rebar with Chaparral cap set.
5. With a curve to the left, having a radius of 25.00 feet, a delta angle of 91°03'12", an arc length of 39.73 feet, and a chord which bears South 47°39'11" East, a distance of 35.68 feet to a 1/2" rebar with Chaparral cap set.
6. With a curve to the right, having a radius of 1030.00 feet, a delta angle of 02°59'42", an arc length of 53.84 feet, and a chord which bears North 88°19'04" East, a distance of 53.84 feet to a 1/2" rebar with Chaparral cap set.
7. North 89°48'55" East, a distance of 40.73 feet to a 1/2" rebar with Chaparral cap set.
8. North 89°48'55" East, a distance of 217.16 feet to a 1/2" rebar with Chaparral cap set in the west right-of-way line of Old Fredericksburg Road, from which a 1/2" rebar found in the west right-of-way line of Old Fredericksburg Road, for the southeast corner of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas, bears North 01°30'02" West, a distance of 108.46 feet.

THENCE South 01°30'02" East, with the west right-of-way line of Old Fredericksburg Road, crossing Tract 1, a distance of 60.02 feet to the **POINT OF BEGINNING**, containing 94.695 acres of land, more or less.

TRACT 4:

A DESCRIPTION OF 8.119 ACRES (APPROX. 353,664 SQ. FT.) IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 9.008 ACRE TRACT CONVEYED TO MICKY DAVIDSON KROLL, NELSON M. DAVIDSON, JR., AND WIFE, BARBARA WATKINS DAVIDSON BY WARRANTY DEED WITH VENDOR'S LIEN DATED NOVEMBER 7, 2002 AND RECORDED IN VOLUME 2102, PAGE 453 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1, P.L. TURNER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 133, PAGE 444 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 8.119 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar, being an angle point in the east line of the said 9.008 acre tract, being also the northeast corner of Tract 3 of the said P.L. Turner Subdivision, and being also the southwest corner of a 0.754 acre tract described in Volume 4258, Page 404 of the Official Public Records of Hays County, Texas, and being also the northwest corner of a 1 acre tract described in Volume 144, Page 563 of the Deed Records of Hays County, Texas, from which a 3/4" iron pipe found for the southeast corner of the 0.754 acre tract, being in the north line of the 1 acre tract, and being in the west line of Old Fredericksburg Road (right-of-way width varies), bears North 87°52'37" East, a distance of 216.79 feet;

THENCE South 87°35'26" West, with the common line of the 9.008 acre tract and Tract 3, a distance of 236.90 feet to a 1/2" rebar found for an angle point in the east line of the 9.008 acre tract, being also the northwest corner of Tract 3, for the **POINT OF BEGINNING**;

THENCE with the common line of the 9.008 acre tract and Tract 3, the following two (2) courses and distances:

- 1. South 15°43'23" West, a distance of 521.70 feet to a 1/2" rebar found at the northwest corner of a 3.59 acre tract out of Tract 3, described in Volume 4073, Page 818 of the Official Public Records of Hays County, Texas;
- 2. South 15°32'41" West, with the west line of the 3.59 acre tract, a distance of 499.23 feet to a 2" iron pipe found for an angle point in the east line of the 9.008 acre tract, being also the southwest corner of the 3.59 acre tract, being also the southwest corner of Tract 3, and being in the north line of a 2.07 acre tract described in Volume 178, Page 571 of the Deed Records of Hays County, Texas;

THENCE with the common line of the 9.008 acre tract and the 2.07 acre tract, the following two (2) courses and distances:

- 1. North 89°33'06" West, a distance of 183.84 feet to a 1/2" rebar found for an angle point in the east line of the 9.008 acre tract, for the northwest corner of the 2.07 acre tract;

- 2. South 09°15'30" West, a distance of 216.46 feet to a nail found in an 18" live oak for the southwest corner of the 2.07 acre tract, being also the southeast corner of the 9.008 acre tract, and being in the north line of a 6.39 acre tract described in Volume 1489, Page 391 of the Official Public Records of Hays County, Texas;

THENCE North 89°25'09" West, with the south line of the 9.008 acre tract, being also the north line of the 6.38 acre tract, a distance of 53.15 feet to a nail in concrete found for the southwest corner of the 9.008 acre tract;

THENCE North 07°58'13" East, with the west line of the 9.008 acre tract, crossing said Tract 1, a distance of 1318.37 feet to a 1/2" rebar found for the northwest corner of the 9.008 acre tract;

THENCE North 87°06'31" East, with the north line of the 9.008 acre tract, crossing said Tract 1, a distance of 304.58 feet to a 1/2" rebar with Chaparral cap set, from which a 1/2" rebar with 3984 cap found for the southwest corner of the Doris Breed Subdivision, a subdivision of record in Book 10, Page 395 of the Plat Records of Hays County, Texas, bears North 87°06'31" East, a distance of 205.48 feet;

THENCE over and across the 9.008 acre tract, the following two (2) courses and distances:

- 1. South 00°43'30" West, a distance of 129.06 feet to a 1/2" rebar with Chaparral cap set;
- 2. North 87°20'25" East, a distance of 61.68 feet to the **POINT OF BEGINNING**, containing 8.119 acres of land, more or less.

TRACT 5:

A DESCRIPTION OF 1.676 ACRES (APPROX. 73,006 SQ. FT.) IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 119.7 ACRE TRACT CONVEYED TO NELSON M. DAVIDSON AND DORIS BREED DAVIDSON BY DEED DATED JUNE 23, 1952 AND RECORDED IN VOLUME 154, PAGE 290 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1, P.L. TURNER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 133, PAGE 444 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 1.676 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar found in the west right-of-way line of Old Fredericksburg Road, for the southeast corner of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas;

THENCE South 86°32'57" West, with the south line of the said 0.938 acre tract, a distance of 218.28 feet to a 1/2" rebar found at the southwest corner of the 0.938 acre tract for the **POINT OF BEGINNING**;

THENCE crossing Tract 1, the following eight (8) courses and distances:

1. South 02°07'34" East, a distance of 96.05 feet to a 1/2" rebar with Chaparral cap set.
2. South 89°48'55" West, a distance of 40.73 feet to a 1/2" rebar with Chaparral cap set.
3. With a curve to the left, having a radius of 1030.00 feet, a delta angle of 02°59'42", an arc length of 53.84 feet, and a chord which bears South 88°19'04" West, a distance of 53.84 feet to a 1/2" rebar with Chaparral cap set.
4. With a curve to the right, having a radius of 25.00 feet, a delta angle of 91°03'12", an arc length of 39.73 feet, and a chord which bears North 47°39'11" West, a distance of 35.68 feet to a 1/2" rebar with Chaparral cap set.
5. North 02°07'34" West, a distance of 254.30 feet to a 1/2" rebar with Chaparral cap set.
6. North 87°52'26" East, a distance of 25.11 feet to a 1/2" rebar with Chaparral cap set.
7. North 02°07'34" West, a distance of 330.24 feet to a 1/2" rebar with Chaparral cap set.
8. North 87°52'26" East, a distance of 119.99 feet to a 1/2" rebar with Chaparral cap set in the east line of Tract 1, being also the west line of a 1.00 acre tract described in Volume 1924, Page 385 of the Deed Records of Hays County, Texas, and being the northwest corner of the Turner Tract as shown on the plat of said P.L. Turner Subdivision, from which a 3/4" rebar found for an angle point in the east line of Tract 1, being also the northwest corner of a 1.00 acre tract, bears North 02°05'28" West, a distance of 86.45 feet.

THENCE South 02°05'28" East, with the east line of Tract 1, being also the west line of the 1.00 acre tract, the Turner Tract, a 1.00 acre tract described in Volume 275, Page 499 of the Deed Records of Hays County, Texas, and the west line of Tract 4 of said P.L. Turner Subdivision, a distance of 329.42 feet to a fence corner at a 13" live oak for the southwest corner of the 1.00 acre tract, being also the southwest corner of Tract 4, and being in the north line of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas;

THENCE South 85°58'06" West, with the north line of the 0.938 acre tract, crossing Tract 1, a distance of 24.91 feet to a 1/2" rebar found for the northwest corner of the 0.938 acre tract;

THENCE South 02°07'34" East, with the west line of the 0.938 acre tract, continuing across Tract 1, a distance of 185.05 feet to the **POINT OF BEGINNING**, containing 1.676 acres of land, more or less.

EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

IMPROVEMENT AREA #1 (37.07 ACRES)

BEING A 33.84 ACRE TRACT OF LAND AND BEING A PORTION OF A TRACT CALLED 94.695 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP. RECORDED IN DOCUMENT NO. 14037231 AND DOCUMENT NO. 14037230 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY

BEING A 0.05 ACRE PORTION OF TRACT 2 A CALLED 50.206 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP IN DOCUMENT NO 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING A 0.04 ACRE PORTION OF TRACT 2 A CALLED 50.206 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP IN DOCUMENT NO 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING A 1.47 ACRE PORTION OF TRACT 2 A CALLED 50.206 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP IN DOCUMENT NO 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING A 1.67 ACRE PORTION OF A TRACT CALLED 2.187 ACRE TRACT DESCRIBED TO BOB WHITE INVESTMENTS, LP IN DOCUMENT NO 15003085 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

EXHIBIT A-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION

IMPROVEMENT AREA #2 (75.57 ACRES)

BEING A 18.65 ACRE TRACT OF LAND AND BEING A PORTION OF TRACT 2 A CALLED 50.206 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP IN DOCUMENT NO 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING A 45.22 ACRE TRACT OF LAND AND BEING A PORTION OF A CALLED 94.695 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP. RECORDED IN DOCUMENT NO. 14037231 AND DOCUMENT NO. 14037230 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY

BEING A 3.58 ACRE TRACT OF LAND AND BEING A PORTION OF A CALLED 34.25 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP. RECORDED IN DOCUMENT NO. 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING 8.12 ACRES OF LAND OUT OF THE PHILIP SMITH SURVEY, ABSTRACT NO. 415, IN HAYS COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED AS "TRACT 2" IN DEEDS RECORDED IN VOLUME 5095, PAGE 643 AND VOLUME 5095, PAGE 659, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS,

EXHIBIT A-4 – FUTURE IMPROVEMENT AREAS LEGAL DESCRIPTION

FUTURE IMPROVEMENT AREA (76.30 ACRES)

BEING A 29.99 ACRE PORTION OF “TRACT 2” A CALLED 50.206 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP IN DOCUMENT NO 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING A 15.64 ACRE TRACT OF LAND AND BEING A PORTION OF A CALLED 94.695 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP. RECORDED IN DOCUMENT NO. 14037231 AND DOCUMENT NO. 14037230 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY

BEING A 30.67 ACRE PORTION OF A CALLED 34.25 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP. RECORDED IN DOCUMENT NO. 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY

EXHIBIT B-1 – DISTRICT BOUNDARY MAP

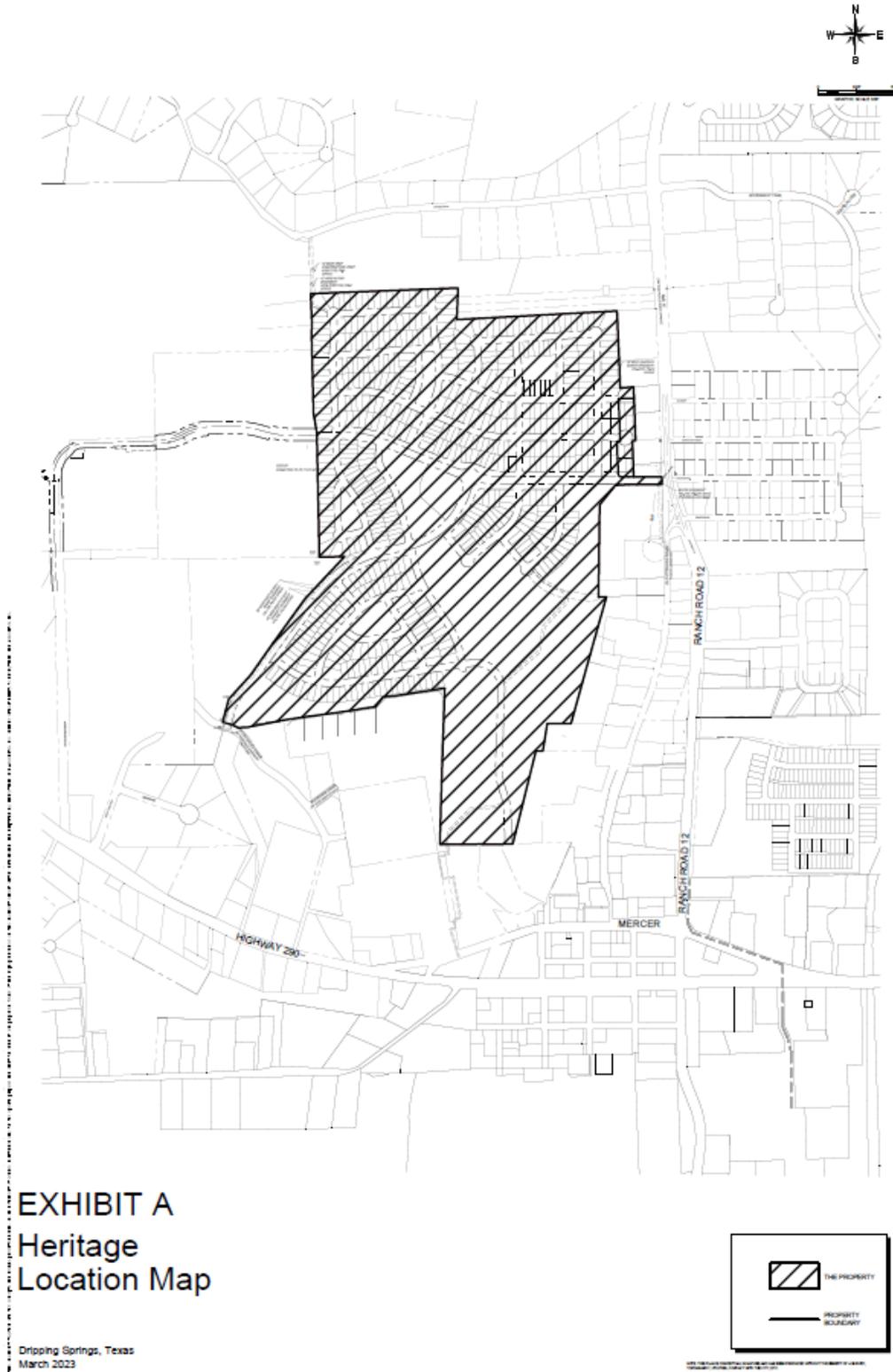


EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

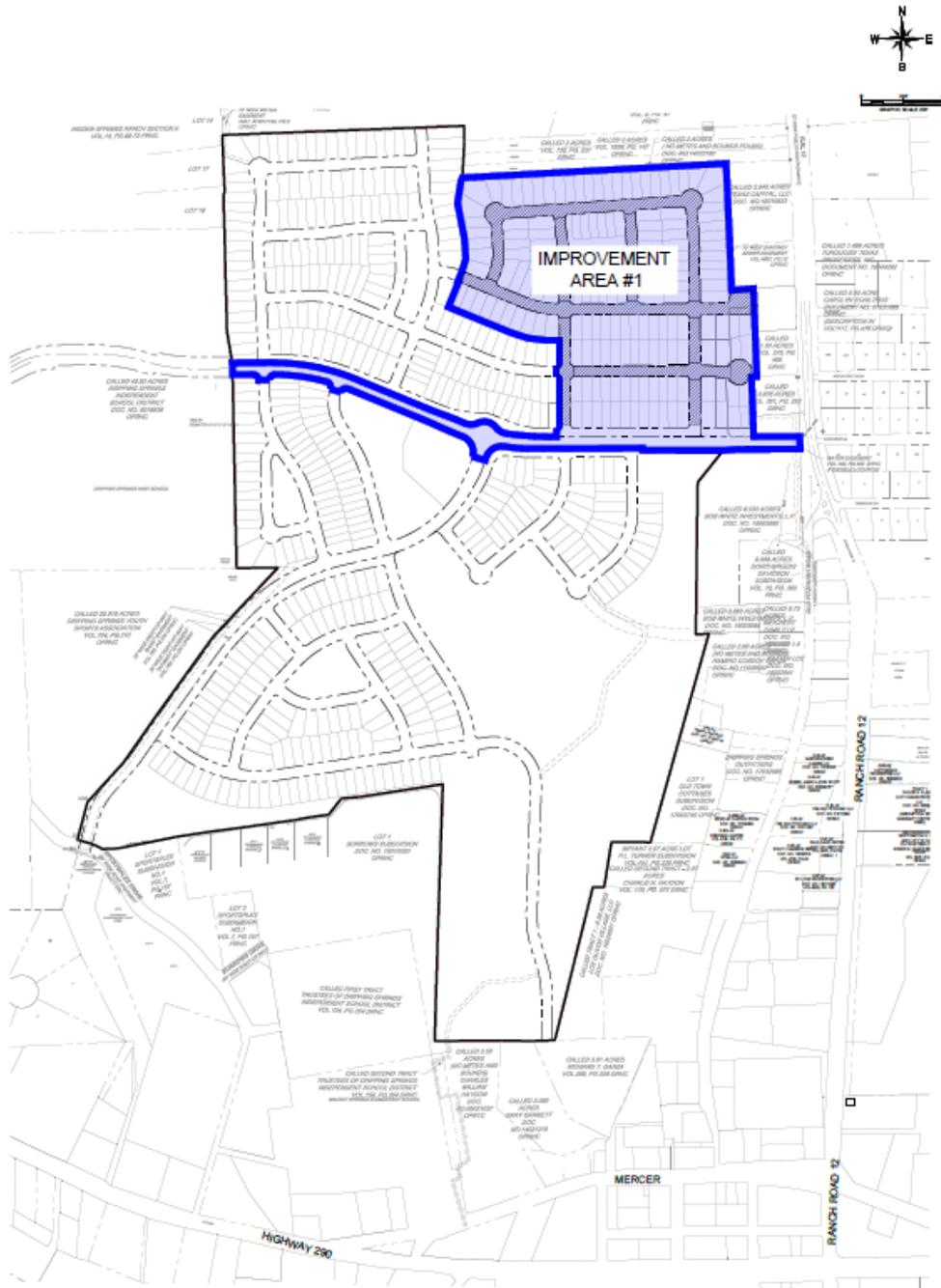


EXHIBIT B-2
Heritage PID
Improvement
Area #1 Map

Dripping Spring, Texas
 December 2022



EXHIBIT B-3 - IMPROVEMENT AREA #2 BOUNDARY MAP

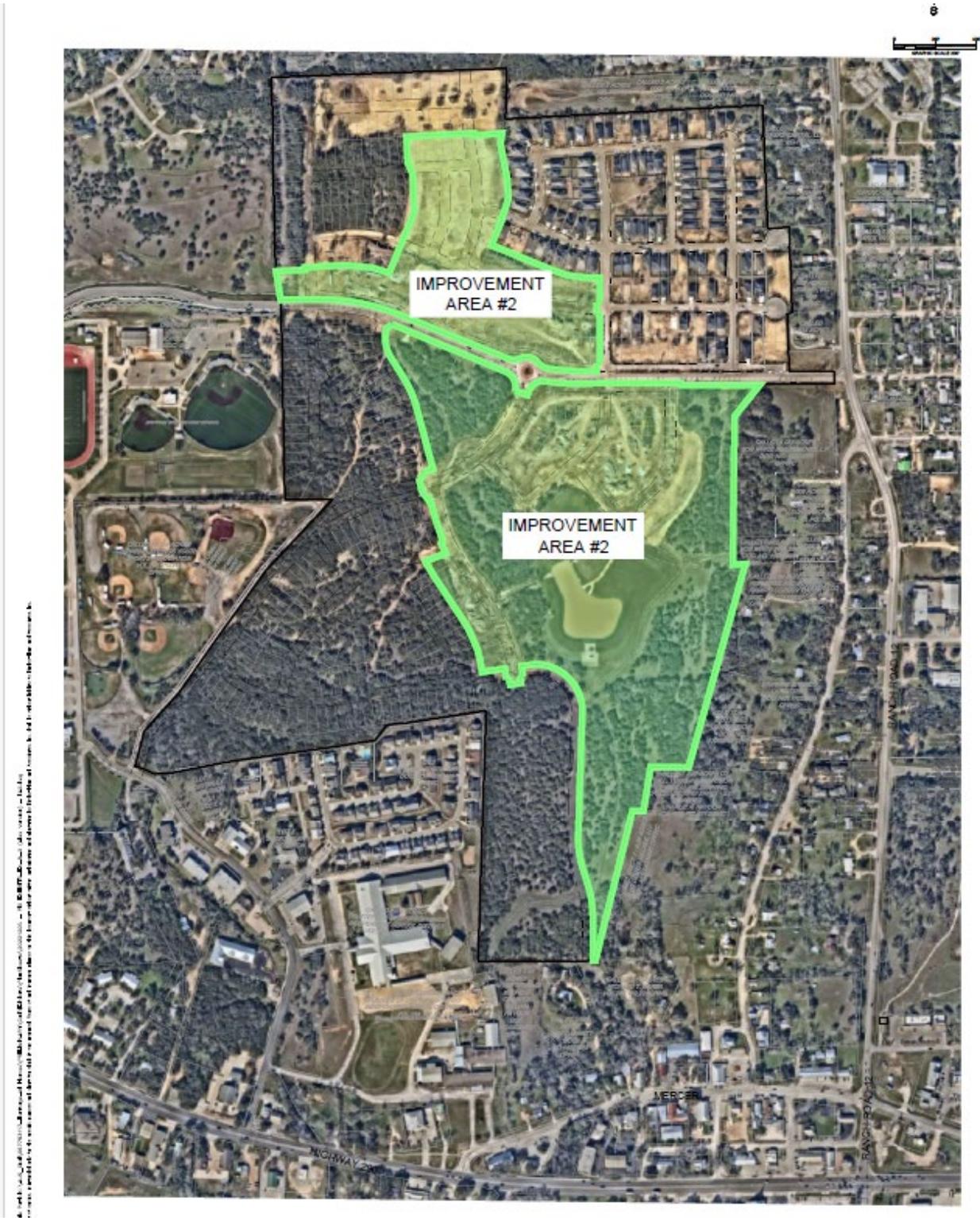


EXHIBIT B-4 – FUTURE IMPROVEMENT AREAS BOUNDARY MAP

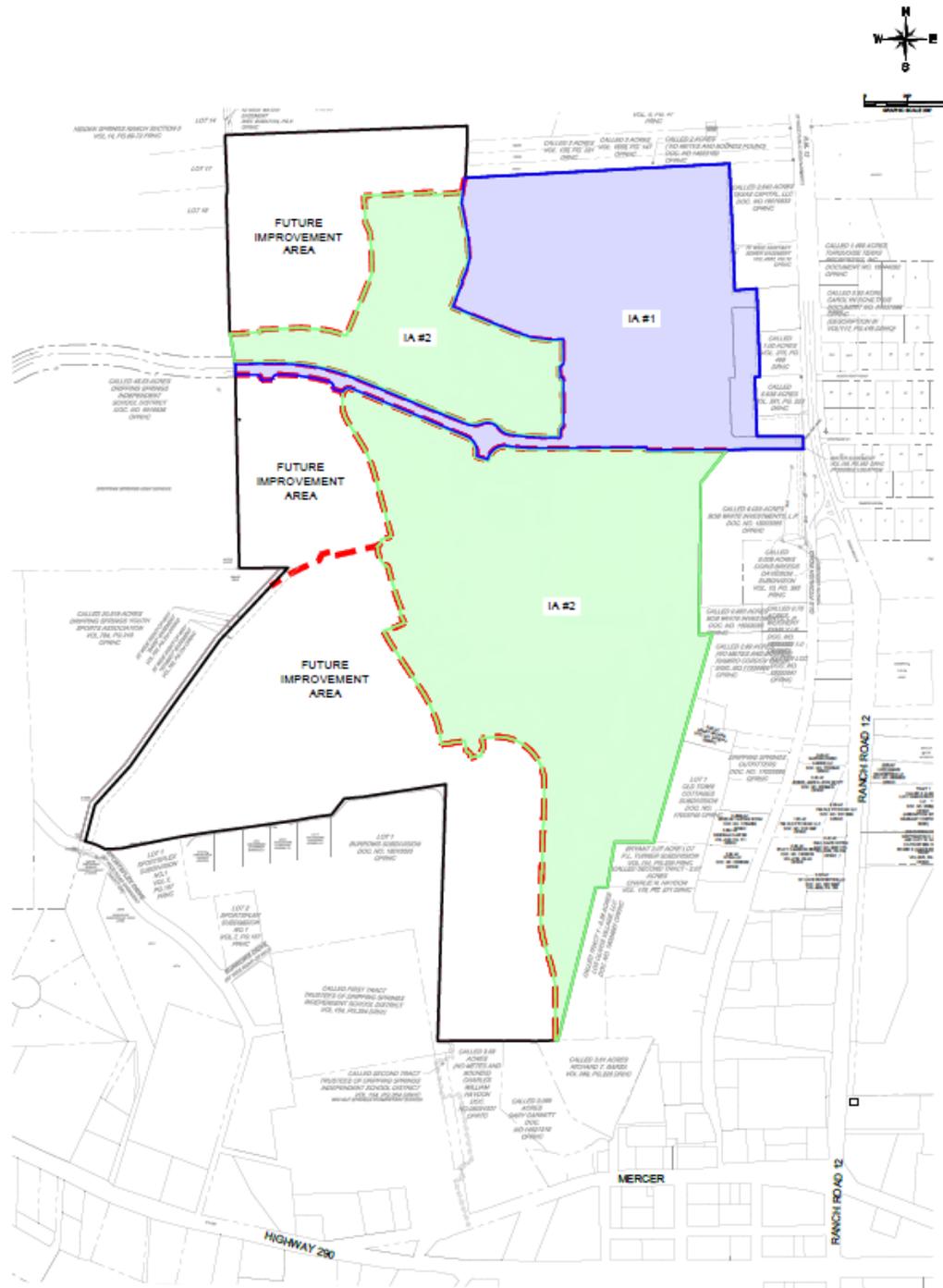


EXHIBIT B-3 Improvement Area Boundary Map
 HERITAGE PID PRELIMINARY 2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

EXHIBIT B-3
 Improvement Area
 Boundary Map



EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs [a]	Improvement Area #1		Improvement Area #2		Future Improvement Areas	
		%	Cost	%	Cost	%	Cost
<i>Major Improvements [b]</i>							
Roadway [c]	\$ 6,136,773	25.61%	\$ 1,571,806	24.99%	\$ 1,533,717	49.39%	\$ 3,031,250
Drainage	3,184,075	25.61%	815,534	24.99%	795,772	49.39%	1,572,769
Trails and Landscaping	482,499	25.61%	123,582	24.99%	120,587	49.39%	238,330
Soft Costs	1,568,536	25.61%	401,748	24.99%	392,012	49.39%	774,776
	<u>\$ 11,371,883</u>		<u>\$ 2,912,670</u>		<u>\$ 2,842,088</u>		<u>\$ 5,617,124</u>
<i>Improvement Area #1 Improvements</i>							
Roadway [c]	\$ 1,220,992	100.00%	\$ 1,220,992	0.00%	\$ -	0.00%	\$ -
Drainage	645,408	100.00%	645,408	0.00%	-	0.00%	-
Wastewater	1,644,140	100.00%	1,644,140	0.00%	-	0.00%	-
Landscaping	833,737	100.00%	833,737	0.00%	-	0.00%	-
Soft Costs	695,084	100.00%	695,084	0.00%	-	0.00%	-
	<u>\$ 5,039,361</u>		<u>\$ 5,039,361</u>		<u>\$ -</u>		<u>\$ -</u>
<i>Improvement Area #2 Improvements</i>							
Roadway [c]	\$ 1,898,122	0.00%	\$ -	100.00%	\$ 1,898,122	0.00%	\$ -
Drainage	1,604,672	0.00%	-	100.00%	1,604,672	0.00%	-
Wastewater	1,317,125	0.00%	-	100.00%	1,317,125	0.00%	-
Landscaping	624,657	0.00%	-	100.00%	624,657	0.00%	-
Soft Costs	871,132	0.00%	-	100.00%	871,132	0.00%	-
	<u>\$ 6,315,708</u>		<u>\$ -</u>		<u>\$ 6,315,708</u>		<u>\$ -</u>
<i>Bond Issuance Costs [d]</i>							
Debt Service Reserve Fund	\$ 990,194		\$ 488,465		\$ 501,729		\$ -
Capitalized Interest	351,812		-		351,812		-
Underwriter Discount	377,050		170,860		206,190		-
Cost of Issuance	1,023,647		540,378		483,269		-
Original Issue Discount	53,297		53,297		-		-
	<u>\$ 2,796,000</u>		<u>\$ 1,253,000</u>		<u>\$ 1,543,000</u>		<u>\$ -</u>
<i>Administrative Reserves [d]</i>							
First Year Annual Collection Costs	\$ 120,000		\$ 40,000		\$ 80,000		\$ -
	<u>\$ 120,000</u>		<u>\$ 40,000</u>		<u>\$ 80,000</u>		<u>\$ -</u>
Total	\$ 25,642,952		\$ 9,245,031		\$ 10,780,797		\$ 5,617,124

Notes:

[a] Costs were determined by the Engineer's Report prepared by Kimley Horn dated July 25, 2024.

[b] Major Improvements are allocated between Improvement Area #1, Improvement Area #2, and the Future Improvement Areas on a pro rata basis based on Estimated Buildout Value as shown on **Exhibit K**.

[c] Includes grading, erosion control, street lights, crosswalks, traffic signs, retaining walls and mobilization.

[d] If PID Bonds are issued to finance Authorized Improvements allocable to the Future Improvement Areas, Bond Issuance Costs and Administrative Reserves associated with those PID Bonds will be determined at the time of such issuance.

EXHIBIT D – SERVICE PLAN

		Improvement Area #1				
Installments Due		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
Principal		\$ 112,000.00	\$ 116,000.00	\$ 121,000.00	\$ 126,000.00	\$ 132,000.00
Interest		374,196.26	369,156.26	363,936.26	358,491.26	352,821.26
Capitalized Interest		-	-	-	-	-
	(1)	\$ 486,196.26	\$ 485,156.26	\$ 484,936.26	\$ 484,491.26	\$ 484,821.26
Annual Collection Costs	(2)	\$ 40,805.00	\$ 41,621.10	\$ 42,453.52	\$ 43,302.59	\$ 44,168.64
Additional Interest	(3)	\$ 34,990.00	\$ 34,430.00	\$ 33,850.00	\$ 33,245.00	\$ 32,615.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 561,991.26	\$ 561,207.36	\$ 561,239.78	\$ 561,038.85	\$ 561,604.90
		Improvement Area #2				
Installments Due		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
Principal		\$ -	\$ 97,000.00	\$ 103,000.00	\$ 108,000.00	\$ 115,000.00
Interest		351,811.69	402,070.50	396,396.00	390,370.50	384,052.50
Capitalized Interest		(351,811.69)	-	-	-	-
		\$ -	\$ 499,070.50	\$ 499,396.00	\$ 498,370.50	\$ 499,052.50
Annual Collection Costs		\$ -	\$ 40,800.00	\$ 41,616.00	\$ 42,448.32	\$ 43,297.29
Additional Interest		\$ -	\$ 34,365.00	\$ 33,880.00	\$ 33,365.00	\$ 32,825.00
Total Annual Installment		\$ -	\$ 574,235.50	\$ 574,892.00	\$ 574,183.82	\$ 575,174.79

EXHIBIT E – SOURCES AND USES

	Improvement Area #1	Improvement Area #2	Future Improvement Areas
Sources of Funds			
Improvement Area #1 PID Bond Par	\$ 7,043,000	\$ -	\$ -
Improvement Area #2 PID Bond Par	-	6,873,000	-
Owner Contribution [a]	<u>2,202,031</u>	<u>3,907,797</u>	<u>5,617,124</u>
Total Sources	\$ 9,245,031	\$ 10,780,797	\$ 5,617,124
Uses of Funds			
Major Improvements	\$ 2,912,670	\$ 2,842,088	\$ 5,617,124
Improvement Area #1 Improvements	5,039,361	-	-
Improvement Area #2 Improvements	-	<u>6,315,708</u>	-
	<u>\$ 7,952,031</u>	<u>\$ 9,157,797</u>	<u>\$ 5,617,124</u>
<i>Bond Issuance Costs [b]</i>			
Debt Service Reserve Fund	\$ 488,465	\$ 501,729	\$ -
Capitalized Interest	-	351,812	-
Underwriter Discount	170,860	206,190	-
Cost of Issuance	540,378	483,269	-
Original Issue Discount	<u>53,297</u>	<u>-</u>	<u>-</u>
	<u>\$ 1,253,000</u>	<u>\$ 1,543,000</u>	<u>\$ -</u>
<i>Administrative Reserves [b]</i>			
First Year Annual Collection Costs	<u>\$ 40,000</u>	<u>\$ 80,000</u>	<u>\$ -</u>
	<u>\$ 40,000</u>	<u>\$ 80,000</u>	<u>\$ -</u>
Total Uses	\$ 9,245,031	\$ 10,780,797	\$ 5,617,124

[a] Represents costs expended and/or to be expended by the Developer to construct the Authorized Improvements in excess of the applicable Assessment. Not subject to reimbursement with Improvement Area #1 Bonds or Improvement Area #2 Bonds. The Owner contribution associated with the Future Improvement Areas may be partially or fully subject to reimbursement if Assessments are levied and/or PID Bonds are issued to finance those Major Improvements allocable to the

[b] If PID Bonds are issued to finance Authorized Improvements allocable to the Future Improvement Areas, Bond Issuance Costs and Administrative Reserves associated with those PID Bonds will be determined at the time of such issuance.

EXHIBIT F – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Parcel ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2025
R186658	Non-Benefited	\$ -	\$ -
R186659	3	\$ 47,105.55	\$ 3,784.64
R186660	3	\$ 47,105.55	\$ 3,784.64
R186661	3	\$ 47,105.55	\$ 3,784.64
R186662	3	\$ 47,105.55	\$ 3,784.64
R186663	3	\$ 47,105.55	\$ 3,784.64
R186664	3	\$ 47,105.55	\$ 3,784.64
R186665	3	\$ 47,105.55	\$ 3,784.64
R186666	3	\$ 47,105.55	\$ 3,784.64
R186667	3	\$ 47,105.55	\$ 3,784.64
R186668	3	\$ 47,105.55	\$ 3,784.64
R186669	2	\$ 43,337.10	\$ 3,481.87
R186670	3	\$ 47,105.55	\$ 3,784.64
R186671	3	\$ 47,105.55	\$ 3,784.64
R186672	2	\$ 43,337.10	\$ 3,481.87
R186673	3	\$ 47,105.55	\$ 3,784.64
R186674	3	\$ 47,105.55	\$ 3,784.64
R186675	Non-Benefited	\$ -	\$ -
R186676	3	\$ 47,105.55	\$ 3,784.64
R186677	2	\$ 43,337.10	\$ 3,481.87
R186678	2	\$ 43,337.10	\$ 3,481.87
R186679	2	\$ 43,337.10	\$ 3,481.87
R186680	2	\$ 43,337.10	\$ 3,481.87
R186681	2	\$ 43,337.10	\$ 3,481.87
R186682	2	\$ 43,337.10	\$ 3,481.87
R186683	2	\$ 43,337.10	\$ 3,481.87
R186684	2	\$ 43,337.10	\$ 3,481.87
R186685	2	\$ 43,337.10	\$ 3,481.87
R186686	3	\$ 47,105.55	\$ 3,784.64
R186687	3	\$ 47,105.55	\$ 3,784.64
R186688	2	\$ 43,337.10	\$ 3,481.87
R186689	2	\$ 43,337.10	\$ 3,481.87
R186690	2	\$ 43,337.10	\$ 3,481.87
R186691	2	\$ 43,337.10	\$ 3,481.87
R186692	2	\$ 43,337.10	\$ 3,481.87

Parcel ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2025
R186693	2	\$ 43,337.10	\$ 3,481.87
R186694	2	\$ 43,337.10	\$ 3,481.87
R186695	2	\$ 43,337.10	\$ 3,481.87
R186696	2	\$ 43,337.10	\$ 3,481.87
R186697	2	\$ 43,337.10	\$ 3,481.87
R186698	2	\$ 43,337.10	\$ 3,481.87
R186699	2	\$ 43,337.10	\$ 3,481.87
R186700	2	\$ 43,337.10	\$ 3,481.87
R186701	2	\$ 43,337.10	\$ 3,481.87
R186702	2	\$ 43,337.10	\$ 3,481.87
R186703	2	\$ 43,337.10	\$ 3,481.87
R186704	2	\$ 43,337.10	\$ 3,481.87
R186705	2	\$ 43,337.10	\$ 3,481.87
R186706	2	\$ 43,337.10	\$ 3,481.87
R186707	Non-Benefited	\$ -	\$ -
R186708	3	\$ 47,105.55	\$ 3,784.64
R186709	3	\$ 47,105.55	\$ 3,784.64
R186710	3	\$ 47,105.55	\$ 3,784.64
R186711	3	\$ 47,105.55	\$ 3,784.64
R186712	3	\$ 47,105.55	\$ 3,784.64
R186713	3	\$ 47,105.55	\$ 3,784.64
R186714	3	\$ 47,105.55	\$ 3,784.64
R186715	3	\$ 47,105.55	\$ 3,784.64
R186716	3	\$ 47,105.55	\$ 3,784.64
R186717	2	\$ 43,337.10	\$ 3,481.87
R186718	2	\$ 43,337.10	\$ 3,481.87
R186719	2	\$ 43,337.10	\$ 3,481.87
R186720	2	\$ 43,337.10	\$ 3,481.87
R186721	2	\$ 43,337.10	\$ 3,481.87
R186722	2	\$ 43,337.10	\$ 3,481.87
R186723	2	\$ 43,337.10	\$ 3,481.87
R186724	2	\$ 43,337.10	\$ 3,481.87
R186725	2	\$ 43,337.10	\$ 3,481.87
R186726	2	\$ 43,337.10	\$ 3,481.87
R186727	2	\$ 43,337.10	\$ 3,481.87

Parcel ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2025
R186728	2	\$ 43,337.10	\$ 3,481.87
R186729	2	\$ 43,337.10	\$ 3,481.87
R186730	2	\$ 43,337.10	\$ 3,481.87
R186731	2	\$ 43,337.10	\$ 3,481.87
R186732	2	\$ 43,337.10	\$ 3,481.87
R186733	2	\$ 43,337.10	\$ 3,481.87
R186734	2	\$ 43,337.10	\$ 3,481.87
R186735	2	\$ 43,337.10	\$ 3,481.87
R186736	2	\$ 43,337.10	\$ 3,481.87
R186737	2	\$ 43,337.10	\$ 3,481.87
R186738	2	\$ 43,337.10	\$ 3,481.87
R186739	2	\$ 43,337.10	\$ 3,481.87
R186740	2	\$ 43,337.10	\$ 3,481.87
R186741	2	\$ 43,337.10	\$ 3,481.87
R186742	2	\$ 43,337.10	\$ 3,481.87
R186743	2	\$ 43,337.10	\$ 3,481.87
R186744	2	\$ 43,337.10	\$ 3,481.87
R186745	2	\$ 43,337.10	\$ 3,481.87
R186746	2 [a]	\$ -	\$ -
R186747	2	\$ 43,337.10	\$ 3,481.87
R186748	2	\$ 43,337.10	\$ 3,481.87
R186749	2	\$ 43,337.10	\$ 3,481.87
R186750	2	\$ 43,337.10	\$ 3,481.87
R186751	2	\$ 43,337.10	\$ 3,481.87
R186752	2	\$ 43,337.10	\$ 3,481.87
R186753	2	\$ 43,337.10	\$ 3,481.87
R186754	2	\$ 43,337.10	\$ 3,481.87
R186755	2	\$ 43,337.10	\$ 3,481.87
R186756	2	\$ 43,337.10	\$ 3,481.87
R186757	2	\$ 43,337.10	\$ 3,481.87
R186758	2	\$ 43,337.10	\$ 3,481.87
R186759	2	\$ 43,337.10	\$ 3,481.87
R186760	2	\$ 43,337.10	\$ 3,481.87
R186761	2	\$ 43,337.10	\$ 3,481.87
R186762	2	\$ 43,337.10	\$ 3,481.87

Parcel ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2025
R186763	2	\$ 43,337.10	\$ 3,481.87
R186764	2	\$ 43,337.10	\$ 3,481.87
R186765	2	\$ 43,337.10	\$ 3,481.87
R186766	2	\$ 43,337.10	\$ 3,481.87
R186767	2	\$ 43,337.10	\$ 3,481.87
R186768	2	\$ 43,337.10	\$ 3,481.87
R186769	2	\$ 43,337.10	\$ 3,481.87
R186770	2	\$ 43,337.10	\$ 3,481.87
R186771	2	\$ 43,337.10	\$ 3,481.87
R186772	2	\$ 43,337.10	\$ 3,481.87
R186773	2	\$ 43,337.10	\$ 3,481.87
R186774	2	\$ 43,337.10	\$ 3,481.87
R186775	2	\$ 43,337.10	\$ 3,481.87
R186776	2	\$ 43,337.10	\$ 3,481.87
R186777	2	\$ 43,337.10	\$ 3,481.87
R186778	2	\$ 43,337.10	\$ 3,481.87
R186779	2	\$ 43,337.10	\$ 3,481.87
R186780	2	\$ 43,337.10	\$ 3,481.87
R186781	2	\$ 43,337.10	\$ 3,481.87
R186782	2	\$ 43,337.10	\$ 3,481.87
R186783	1	\$ 41,452.88	\$ 3,330.48
R186784	1	\$ 41,452.88	\$ 3,330.48
R186785	1	\$ 41,452.88	\$ 3,330.48
R186786	1	\$ 41,452.88	\$ 3,330.48
R186787	1	\$ 41,452.88	\$ 3,330.48
R186788	1	\$ 41,452.88	\$ 3,330.48
R186789	Non-Benefited	\$ -	\$ -
R186790	1	\$ 41,452.88	\$ 3,330.48
R186791	1	\$ 41,452.88	\$ 3,330.48
R186792	1	\$ 41,452.88	\$ 3,330.48
R186793	1	\$ 41,452.88	\$ 3,330.48
R186794	1	\$ 41,452.88	\$ 3,330.48
R186795	1	\$ 41,452.88	\$ 3,330.48
R186796	3	\$ 47,105.55	\$ 3,784.64
R186797	3	\$ 47,105.55	\$ 3,784.64

		Improvement Area #1	
Parcel ID	Lot Type	Annual Installment	
		Outstanding Assessment	Due 1/31/2025
R186798	3	\$ 47,105.55	\$ 3,784.64
R186799	3	\$ 47,105.55	\$ 3,784.64
R186800	3	\$ 47,105.55	\$ 3,784.64
R186801	3	\$ 47,105.55	\$ 3,784.64
R186802	3	\$ 47,105.55	\$ 3,784.64
R186803	3	\$ 47,105.55	\$ 3,784.64
R186804	3	\$ 47,105.55	\$ 3,784.64
R186805	3	\$ 47,105.55	\$ 3,784.64
R186806	2	\$ 43,337.10	\$ 3,481.87
R186807	2	\$ 43,337.10	\$ 3,481.87
R186808	2	\$ 43,337.10	\$ 3,481.87
R186809	2	\$ 43,337.10	\$ 3,481.87
R186810	3	\$ 47,105.55	\$ 3,784.64
R186811	3	\$ 47,105.55	\$ 3,784.64
R186812	3	\$ 47,105.55	\$ 3,784.64
R186813	3	\$ 47,105.55	\$ 3,784.64
R186814	3	\$ 47,105.55	\$ 3,784.64
R186815	3	\$ 47,105.55	\$ 3,784.64
R186816	3	\$ 47,105.55	\$ 3,784.64
R186817	3	\$ 47,105.55	\$ 3,784.64
R186818	3	\$ 47,105.55	\$ 3,784.64
R186819	3	\$ 47,105.55	\$ 3,784.64
Total		\$ 6,954,662.76	\$ 558,764.33

[a] Prepaid in full.

Note: Totals may not sum due to rounding and may not match outstanding bonds due to Prepayments for which PID Bonds have not yet been redeemed.

EXHIBIT G – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Annual Installment
2025	\$ 112,000.00	\$ 374,196.26	\$ 40,805.00	\$ 34,990.00	\$ 561,991.26
2026	116,000.00	369,156.26	41,621.10	34,430.00	561,207.36
2027	121,000.00	363,936.26	42,453.52	33,850.00	561,239.78
2028	126,000.00	358,491.26	43,302.59	33,245.00	561,038.85
2029	132,000.00	352,821.26	44,168.64	32,615.00	561,604.90
2030	138,000.00	346,881.26	45,052.02	31,955.00	561,888.28
2031	144,000.00	340,671.26	45,953.06	31,265.00	561,889.32
2032	151,000.00	332,931.26	46,872.12	30,545.00	561,348.38
2033	159,000.00	324,815.00	47,809.56	29,790.00	561,414.56
2034	168,000.00	316,268.76	48,765.75	28,995.00	562,029.51
2035	176,000.00	307,238.76	49,741.07	28,155.00	561,134.83
2036	186,000.00	297,778.76	50,735.89	27,275.00	561,789.65
2037	196,000.00	287,781.26	51,750.61	26,345.00	561,876.87
2038	206,000.00	277,246.26	52,785.62	25,365.00	561,396.88
2039	217,000.00	266,173.76	53,841.33	24,335.00	561,350.09
2040	229,000.00	254,510.00	54,918.16	23,250.00	561,678.16
2041	241,000.00	242,201.26	56,016.52	22,105.00	561,322.78
2042	254,000.00	229,247.50	57,136.85	20,900.00	561,284.35
2043	268,000.00	215,595.00	58,279.59	19,630.00	561,504.59
2044	283,000.00	201,190.00	59,445.18	18,290.00	561,925.18
2045	298,000.00	185,625.00	60,634.08	16,875.00	561,134.08
2046	315,000.00	169,235.00	61,846.77	15,385.00	561,466.77
2047	333,000.00	151,910.00	63,083.70	13,810.00	561,803.70
2048	351,000.00	133,595.00	64,345.37	12,145.00	561,085.37
2049	371,000.00	114,290.00	65,632.28	10,390.00	561,312.28
2050	392,000.00	93,885.00	66,944.93	8,535.00	561,364.93
2051	414,000.00	72,325.00	68,283.83	6,575.00	561,183.83
2052	438,000.00	49,555.00	69,649.50	4,505.00	561,709.50
2053	463,000.00	25,465.00	71,042.49	2,315.00	561,822.49
Total	\$ 6,998,000.00	\$ 7,055,016.40	\$ 1,582,917.13	\$ 647,865.00	\$ 16,283,798.53

[a] Interest is calculated at the actual rate of the Improvement Area #1 Bonds.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H-1 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

Parcel ID	Lot Type	Improvement Area #2	
		Outstanding Assessment [a]	Annual Installment Due 1/31/2025
R17781	Improvement Area #2 Initial Parcel	\$ 339,769.33	\$ -
R92198	Improvement Area #2 Initial Parcel	\$ 129,715.96	\$ -
R92197	Improvement Area #2 Initial Parcel	\$ 129,715.96	\$ -
R92195	Improvement Area #2 Initial Parcel	\$ 129,715.96	\$ -
R92188	Improvement Area #2 Initial Parcel	\$ 2,101,614.70	\$ -
R92194	Improvement Area #2 Initial Parcel	\$ 129,715.96	\$ -
R17780	Improvement Area #2 Initial Parcel	\$ 3,561,697.52	\$ -
R17799	Improvement Area #2 Initial Parcel	\$ 351,054.62	\$ -
Total		\$ 6,873,000.00	\$ -

[a] Until a plat has been recorded within the Improvement Area #2 Initial Parcel, the Improvement Area #2 Annual Installment will be allocated to each Property ID within the Improvement Area #2 Initial Parcel based on the Appraisal District acreage for billing purposes only.

Note: Totals may not sum due to rounding.

EXHIBIT H-2 – IMPROVEMENT AREA #2 ASSESSMENT ROLL BY BLOCK AND LOT

Parcel ID [a]	Legal Description	Lot Type	Improvement Area #2	
			Outstanding Assessment	Annual Installment Due 1/31/2025
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK C, Lot 43	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK C, Lot 44	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK C, Lot 45	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK C, Lot 46	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK C, Lot 47	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK C, Lot 48	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK N, Lot 15	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK N, Lot 16	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK N, Lot 17	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK N, Lot 18	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK N, Lot 19	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK N, Lot 20	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 13	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 14	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 15	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 16	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 17	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 18	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 19	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 20	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 9	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 10	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 11	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 12	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 13	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 14	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 15	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 16	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 17	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 18	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 19	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 20	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 21	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 22	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 23	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 24	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 25	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 26	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK O, Lot 1	Non-Benefited	\$ -	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK O, Lot 2	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK O, Lot 3	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 12	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 13	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 14	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 15	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 16	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 17	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 18	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 19	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 20	6	\$ 43,620.03	\$ -

Parcel ID [a]	Legal Description	Lot Type	Improvement Area #2	
			Outstanding Assessment	Annual Installment Due 1/31/2025
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 21	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 22	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 23	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 24	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 1	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 1	4	\$ 39,826.99	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 2	4	\$ 39,826.99	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 3	4	\$ 39,826.99	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 4	4	\$ 39,826.99	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 5	4	\$ 39,826.99	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 6	4	\$ 39,826.99	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 7	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 8	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 9	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 10	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 11	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 12	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 13	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 14	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 15	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 16	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 17	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 18	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 19	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 20	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 21	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 22	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 23	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 24	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 25	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 26	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 27	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 28	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 29	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 30	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 31	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 32	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 33	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 34	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 35	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 1	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 2	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 3	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 4	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 5	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 6	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 7	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 8	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 9	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 10	5	\$ 41,723.51	\$ -

Parcel ID [a]	Legal Description	Lot Type	Improvement Area #2	
			Outstanding Assessment	Annual Installment Due 1/31/2025
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 11	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 12	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 13	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 14	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 15	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 16	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 17	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 18	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 19	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 20	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 21	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 22	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 23	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 24	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 25	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 1	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 2	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 3	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 4	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 5	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 6	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 7	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 8	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 9	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 10	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 11	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 12	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 13	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 14	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 15	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 16	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 17	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 18	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 19	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 20	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 21	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 22	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 1	Non-Benefited	\$ -	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 2	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 3	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 4	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 5	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 6	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 7	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 8	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 9	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 10	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 11	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 12	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 13	6	\$ 43,620.03	\$ -

Parcel ID [a]	Legal Description	Lot Type	Improvement Area #2	
			Outstanding Assessment	Annual Installment Due 1/31/2025
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 14	Non-Benefited	\$ -	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 12	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 13	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 14	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 15	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 16	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 17	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 18	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 19	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 20	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 21	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 22	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 23	7	\$ 47,413.08	\$ -
Total			\$ 6,873,000.00	\$ -

[a] Plat was recorded on March 13, 2024. Property IDs have not been assigned by the Appraisal District.
 Note: Totals may not sum due to rounding.

EXHIBIT I – IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2025	\$ -	\$ 351,811.69	\$ -	\$ -	\$ (351,811.69)	\$ -
2026	97,000.00	402,070.50	40,800.00	34,365.00	-	574,235.50
2027	103,000.00	396,396.00	41,616.00	33,880.00	-	574,892.00
2028	108,000.00	390,370.50	42,448.32	33,365.00	-	574,183.82
2029	115,000.00	384,052.50	43,297.29	32,825.00	-	575,174.79
2030	121,000.00	377,325.00	44,163.23	32,250.00	-	574,738.23
2031	128,000.00	370,246.50	45,046.50	31,645.00	-	574,938.00
2032	135,000.00	362,758.50	45,947.43	31,005.00	-	574,710.93
2033	143,000.00	354,861.00	46,866.38	30,330.00	-	575,057.38
2034	151,000.00	346,495.50	47,803.70	29,615.00	-	574,914.20
2035	159,000.00	337,662.00	48,759.78	28,860.00	-	574,281.78
2036	168,000.00	328,360.50	49,734.97	28,065.00	-	574,160.47
2037	178,000.00	318,532.50	50,729.67	27,225.00	-	574,487.17
2038	188,000.00	308,119.50	51,744.27	26,335.00	-	574,198.77
2039	199,000.00	297,121.50	52,779.15	25,395.00	-	574,295.65
2040	211,000.00	285,480.00	53,834.73	24,400.00	-	574,714.73
2041	223,000.00	273,136.50	54,911.43	23,345.00	-	574,392.93
2042	236,000.00	260,091.00	56,009.66	22,230.00	-	574,330.66
2043	250,000.00	246,285.00	57,129.85	21,050.00	-	574,464.85
2044	265,000.00	231,660.00	58,272.45	19,800.00	-	574,732.45
2045	281,000.00	216,157.50	59,437.90	18,475.00	-	575,070.40
2046	297,000.00	199,719.00	60,626.65	17,070.00	-	574,415.65
2047	315,000.00	182,344.50	61,839.19	15,585.00	-	574,768.69
2048	334,000.00	163,917.00	63,075.97	14,010.00	-	575,002.97
2049	354,000.00	144,378.00	64,337.49	12,340.00	-	575,055.49
2050	375,000.00	123,669.00	65,624.24	10,570.00	-	574,863.24
2051	397,000.00	101,731.50	66,936.72	8,695.00	-	574,363.22
2052	421,000.00	78,507.00	68,275.46	6,710.00	-	574,492.46
2053	447,000.00	53,878.50	69,640.97	4,605.00	-	575,124.47
2054	474,000.00	27,729.00	71,033.79	2,370.00	-	575,132.79
Total	\$ 6,873,000.00	\$ 7,914,867.19	\$ 1,582,723.17	\$ 646,415.00	\$ (351,811.69)	\$ 16,665,193.67

[a] Interest is calculated at a 5.850% rate for illustrative purposes.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

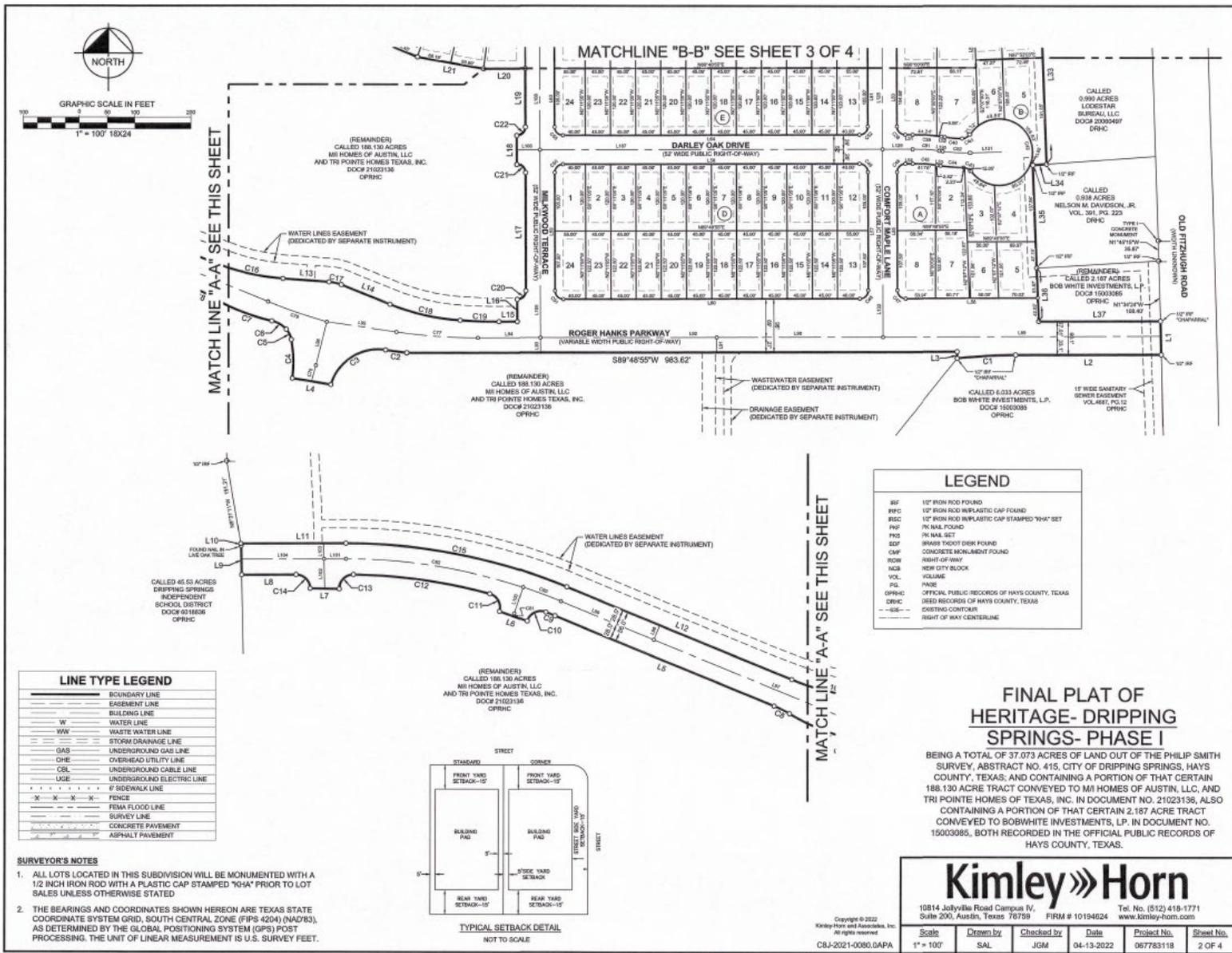
EXHIBIT J – MAXIMUM ASSESSMENT PER LOT TYPE

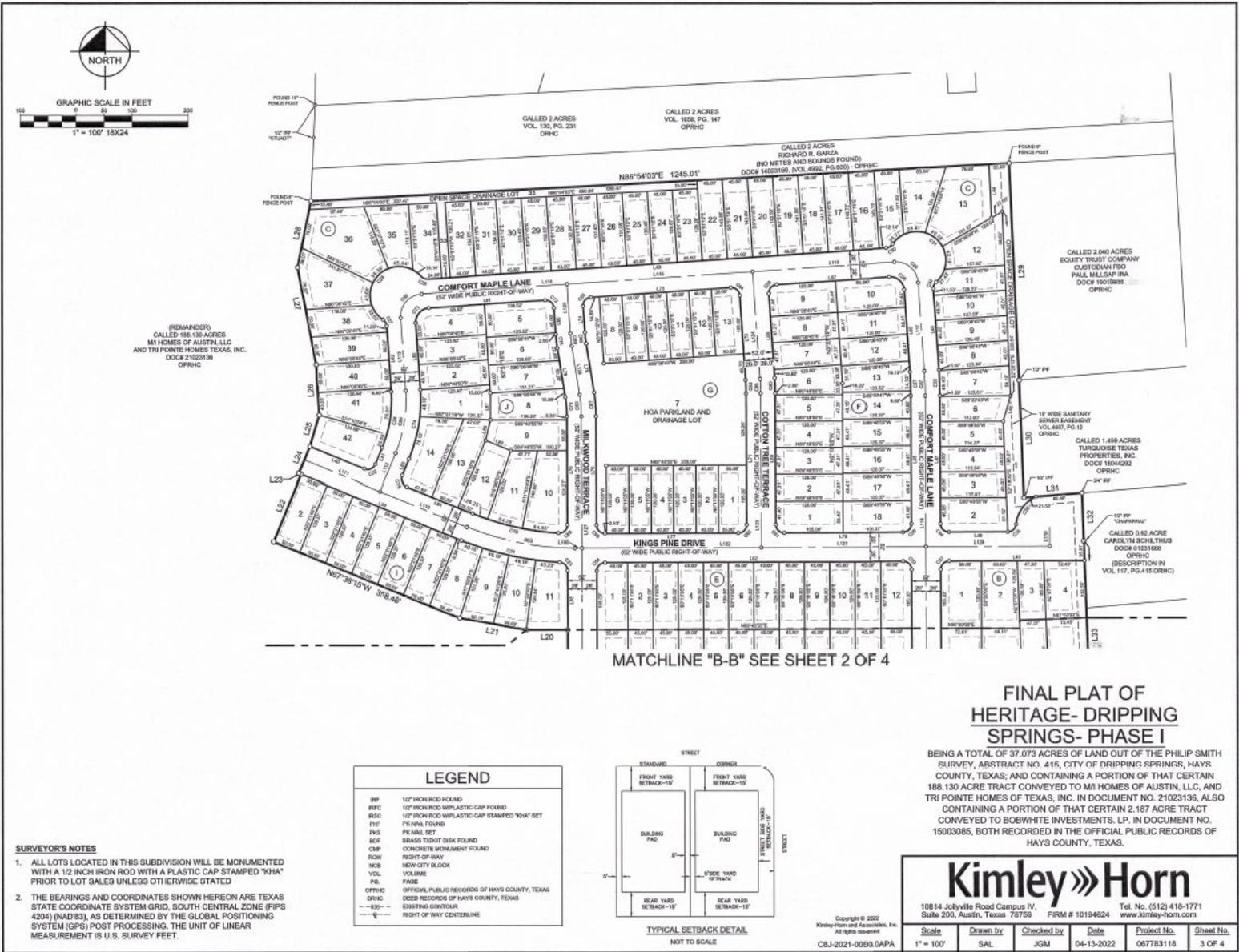
Lot Type	Units	Total Assessment	Maximum Assessment per Lot Type
Improvement Area #1			
1	12	\$ 497,434.57	\$41,452.88 per Unit
2	100	\$ 4,333,710.29	\$43,337.10 per Unit
3	46	\$ 2,166,855.14	\$47,105.55 per Unit
Total		\$ 6,998,000.00	
Improvement Area #2			
4	6	\$ 238,961.92	\$39,826.99 per Unit
5	68	\$ 2,837,198.68	\$41,723.51 per Unit
6	74	\$ 3,227,882.45	\$43,620.03 per Unit
7	12	\$ 568,956.95	\$47,413.08 per Unit
Total		\$ 6,873,000.00	

EXHIBIT K – ESTIMATED BUILDOUT VALUE FOR IMPROVEMENT AREA #1, IMPROVEMENT AREA #2 AND FUTURE IMPROVEMENT AREAS

	Units		Estimated Buildout Value Per Unit [a]	Estimated Buildout Value	% of Estimated Buildout Value
<i>Improvement Area #1</i>					
35'	12	lots	\$ 440,000	\$ 5,280,000	
40'	100	lots	\$ 460,000	\$ 46,000,000	
45'	46	lots	\$ 500,000	\$ 23,000,000	
				\$ 74,280,000	25.61%
<i>Improvement Area #2</i>					
35'	6	lots	\$ 420,000	\$ 2,520,000	
40'	68	lots	\$ 440,000	\$ 29,920,000	
45'	74	lots	\$ 460,000	\$ 34,040,000	
50'	12	lots	\$ 500,000	\$ 6,000,000	
				\$ 72,480,000	24.99%
<i>Future Improvement Areas</i>					
35'	45	lots	\$ 420,000	\$ 18,900,000	
40'	34	lots	\$ 440,000	\$ 14,960,000	
45'	134	lots	\$ 460,000	\$ 61,640,000	
50'	64	lots	\$ 500,000	\$ 32,000,000	
Multi-Family	105	lots	\$ 150,000	\$ 15,750,000	
				\$ 143,250,000	49.39%
				\$ 290,010,000	

[a] For the purposes of determining the allocation of Assessments between Lot Types in Future Improvement Areas, the Estimated Buildout Values shown above will not change.





HERITAGE PID PRELIMINARY 2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

LINE TABLE		LINE TABLE			
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S01°21'40"E	83.00	L68	S03°51'15"E	151.70
L2	S89°48'04"W	260.30	L69	S00°11'05"E	233.20
L3	N02°11'05"W	11.61	L70	N89°48'05"E	210.37
L4	N89°48'04"W	69.80	L71	N01°10'55"W	233.20
L5	N07°30'19"W	423.81	L72	N03°01'15"W	151.70
L6	N70°06'49"W	62.02	L73	S88°06'48"W	240.88
L7	N89°01'48"W	62.04	L74	S03°51'15"E	47.50
L8	S89°48'05"W	97.42	L75	S03°01'34"E	88.70
L9	N01°10'11"W	52.40	L76	S00°11'05"E	163.51
L10	N89°51'11"W	3.88	L77	N89°48'05"E	237.63
L11	N89°48'05"E	187.96	L78	N01°10'55"W	152.85
L12	S07°36'19"E	454.63	L79	N00°01'34"W	88.70
L13	S89°48'05"E	82.67	L80	N03°01'15"W	47.50
L14	S89°48'05"E	93.92	L81	S88°06'48"W	207.04
L15	N89°48'05"E	32.44	L82	S03°51'15"E	120.18
L16	N01°10'33"W	45.02	L83	S22°21'45"W	31.90
L17	N01°10'33"W	212.50	L84	S07°36'19"E	126.94
L18	N01°10'33"W	62.00	L85	S07°36'19"E	46.62
L19	N01°10'33"W	156.00	L86	S13°41'14"W	37.49
L20	S89°48'05"W	73.94	L87	S00°00'00"E	46.11
L21	N70°06'49"W	119.88	L88	S88°07'07"E	4.82
L22	N22°21'45"E	129.37	L89	S89°48'05"W	493.29
L23	N07°36'19"E	4.60	L90	S89°48'05"W	297.32
L24	N22°21'45"E	52.00	L91	S00°11'05"E	27.00
L25	N18°50'39"E	88.51	L92	S89°48'05"W	314.60
L26	N03°23'30"W	90.24	L93	N01°10'55"W	27.00
L27	N10°43'32"W	177.58	L94	S89°48'05"W	111.48
L28	N11°43'05"E	121.51	L95	N01°02'11"W	120.54
L29	S02°39'23"E	368.87	L96	S14°03'35"W	80.97
L30	S02°17'04"E	206.69	L97	N03°01'15"W	374.40
L31	S89°48'05"E	103.93	L98	S22°21'45"W	28.00
L32	S02°09'05"E	86.40	L99	N03°01'15"W	179.41
L33	S02°09'05"E	329.29	L100	N18°13'23"E	48.92
L34	S07°36'19"W	24.21	L101	S89°48'05"W	39.00
L35	S02°16'14"E	186.05	L102	S01°17'05"E	53.60
L36	S02°09'23"E	95.88	L103	S01°17'05"E	26.01
L37	N89°48'05"E	217.57	L104	S89°48'05"W	147.60
L38	N01°10'55"W	106.73	L105	S00°11'05"E	337.50
L39	N07°36'19"W	300.34	L106	S89°48'05"E	41.00
L40	S07°36'19"E	100.00	L107	N89°48'05"E	612.00
L41	N22°21'45"E	31.90	L108	S00°11'05"E	202.00
L42	N05°51'15"W	116.19	L109	S89°48'05"E	12.87
L43	N89°48'05"E	616.84	L110	S07°36'19"E	106.94
L44	S02°29'12"E	96.47	L111	S07°36'19"E	146.00
L45	S03°51'15"E	146.46	L112	N22°21'45"E	72.90
L46	S15°54'11"W	47.67	L113	N03°01'15"W	131.18
L47	S00°11'05"E	227.52	L114	N89°48'05"E	299.04
L48	N89°48'05"E	104.87	L115	N89°48'05"E	331.80
L49	S89°48'05"W	241.44	L116	N89°48'05"E	292.00
L50	S00°11'05"E	210.00	L117	S03°51'15"E	188.40
L51	N89°48'05"E	13.10	L118	S00°11'05"E	289.52
L52	S81°09'18"E	6.30	L119	N00°01'31"W	34.00
L53	N81°40'18"W	6.30	L120	S89°48'05"E	220.44
L54	S89°48'05"W	13.10	L121	N89°48'05"E	292.37
L55	S00°11'05"E	212.50	L122	N89°48'05"E	319.67
L56	N89°48'05"E	234.69	L123	S00°11'05"E	274.20
L57	N01°10'55"W	212.50	L124	S03°51'15"E	162.70
L58	S89°48'05"W	530.00	L125	S03°51'15"E	88.50
L59	S00°11'05"E	212.50	L126	S06°01'34"E	88.70
L60	N89°48'05"E	530.00	L127	S00°11'05"E	234.51
L61	N01°10'55"W	210.00	L128	S00°11'05"E	292.00
L62	S89°48'05"W	530.00	L129	N89°48'05"E	54.10
L63	S00°11'05"E	210.00	L130	S81°09'18"E	6.30
L64	N89°48'05"E	530.00	L131	N89°48'05"E	55.31
L65	N01°10'55"W	227.52	L132	S00°11'05"E	337.50
L66	N03°51'15"W	147.40			
L67	S89°48'04"W	200.00			

CURVE TABLE					CURVE TABLE						
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	0°04'00"	300.00	102.74	S84°54'47"W	102.69	C48	90°00'00"	15.00	23.90	N44°48'05"E	21.21
C2	2°07'00"	1035.00	38.27	N82°27'38"W	38.27	C49	90°00'00"	15.00	23.90	N44°48'05"W	21.21
C3	82°13'00"	38.00	126.20	S87°31'48"W	115.72	C50	90°00'00"	15.00	23.90	S44°48'05"W	21.21
C4	N95°48'12"	236.00	69.90	N01°28'51"W	66.64	C51	90°00'00"	15.00	23.90	S44°48'05"W	21.21
C5	S23°51'10"	38.00	25.70	N28°28'33"W	20.42	C52	90°00'00"	15.00	23.90	N44°48'05"E	21.21
C6	S4°01'30"	51.00	35.20	N59°36'04"W	29.85	C53	90°00'00"	15.00	23.90	N44°48'05"W	21.21
C7	N10°05'50"	380.00	119.49	N87°32'41"W	119.00	C54	90°00'00"	15.00	23.90	S44°48'05"W	21.21
C8	S°46'04"	300.00	35.81	N63°15'13"W	35.80	C55	90°00'00"	15.00	23.90	N44°48'05"W	21.21
C9	1°02'28"	972.00	17.60	N88°09'28"W	17.60	C56	90°00'00"	15.00	23.90	N44°48'05"E	21.21
C10	S01°12'24"	25.00	41.54	S63°43'07"W	36.52	C57	3°49'10"	674.00	43.17	N82°01'10"W	43.16
C11	S1°52'10"	25.00	40.00	N28°57'19"W	35.50	C58	90°00'00"	25.00	39.27	N44°48'05"W	35.36
C12	14°32'40"	972.00	246.74	N82°07'28"W	246.58	C59	90°00'00"	15.00	23.90	S44°48'05"W	21.21
C13	S2°00'10"	25.00	40.14	S44°48'04"W	35.87	C60	3°49'10"	434.00	27.80	S02°01'10"E	27.79
C14	S89°54'00"	25.00	36.79	N44°48'05"W	35.61	C61	90°00'00"	15.00	23.90	S44°48'05"W	21.21
C15	S23°52'50"	1028.00	434.54	S76°54'40"E	431.83	C62	90°00'00"	15.00	23.90	N44°48'05"W	21.21
C16	N18°19'46"	410.00	130.00	S78°43'38"E	129.54	C63	3°49'10"	392.00	24.46	N82°01'10"W	24.46
C17	17°31'11"	72.00	22.44	S77°32'48"E	22.30	C64	90°00'00"	15.00	23.90	N44°48'05"W	21.21
C18	N10°32'40"	410.00	129.24	S77°32'22"E	128.71	C65	90°00'00"	15.00	23.90	S44°48'05"W	21.21
C19	4°01'32"	968.00	66.41	S86°49'19"E	66.40	C66	9°19'10"	234.00	20.22	S00°35'20"E	20.21
C20	90°00'00"	15.00	23.90	N44°48'05"E	21.21	C67	8°59'28"	276.00	42.69	S44°48'05"E	42.69
C21	90°00'00"	15.00	23.90	N44°48'05"E	21.21	C68	90°00'00"	15.00	23.90	S44°48'05"E	21.21
C22	90°00'00"	15.00	23.90	N44°48'05"E	21.21	C69	8°29'29"	250.00	24.48	N44°48'05"E	21.89
C23	N8°34'20"	15.00	22.80	N44°28'11"W	20.67	C70	8°59'29"	224.00	34.74	N44°36'21"W	34.53
C24	N18°34'40"	526.00	179.79	N77°23'39"W	178.88	C71	5°19'10"	276.00	24.91	N08°28'25"W	24.91
C25	90°00'00"	15.00	23.90	N67°21'45"E	21.21	C72	90°00'00"	15.00	23.90	N44°48'05"W	21.21
C26	N21°10'00"	224.00	102.48	N69°15'15"E	101.83	C73	90°00'00"	20.00	30.27	S41°06'40"W	30.36
C27	S2°04'53"	15.00	13.63	S89°53'40"W	13.17	C74	28°13'00"	276.00	136.39	S09°10'10"W	135.19
C28	N43°37'18"	52.00	176.63	N41°03'55"E	193.19	C75	90°00'00"	15.00	23.90	S22°38'10"E	21.21
C29	S21°10'40"	15.00	13.60	S87°48'55"E	13.19	C76	19°00'00"	474.00	157.47	S77°09'18"E	156.79
C30	S21°16'12"	15.00	13.68	N69°09'35"E	13.21	C77	8°21'44"	1000.00	145.90	N89°10'13"W	145.82
C31	N44°32'24"	62.00	176.50	S46°15'15"E	193.58	C78	2°43'53"	625.00	29.81	S18°22'34"W	29.81
C32	S21°16'12"	15.00	13.68	S22°18'51"W	13.21	C79	8°22'38"	1000.00	111.29	N79°43'33"W	111.23
C33	3°49'10"	728.00	46.93	S20°31'10"E	46.49	C80	4°07'48"	1000.00	72.00	N82°42'00"W	72.07
C34	90°00'00"	15.00	23.90	S45°11'05"E	21.21	C81	1°39'58"	300.00	5.64	S17°29'38"W	5.64
C35	S41°44'41"	15.00	22.90	N47°41'11"E	20.12	C82	19°25'02"	1000.00	321.44	N89°09'34"W	320.00
C36	40°51'40"	80.00	63.79	N03°30'05"E	60.70	C83	22°32'59"	500.00	196.78	S78°54'40"E	196.49
C37	90°00'00"	15.00	23.90	S44°48'05"W	21.21	C84	28°13'00"	200.00	114.39	N09°19'15"E	113.40
C38	90°00'00"	15.00	23.90	S44°48'05"W	21.21	C85	90°00'00"	40.00	62.83	N44°06'40"E	62.57
C39	0°30'47"	392.00	52.30	S89°38'42"E	62.20	C86	90°00'00"	40.00	62.83	S45°11'05"E	62.57
C40	7°05'48"	248.00	30.71	S89°31'11"E	30.69	C87	3°49'10"	700.00	44.83	S02°01'10"E	44.82
C41	S9°27'20"	15.00	15.57	N81°24'40"E	14.89	C88	3°49'10"	406.00	26.13	S02°01'10"E	26.13
C42	S00°43'47"	100.00	307.59	N01°27'38"W	89.59	C89	9°19'10"	200.00	22.57	S04°26'20"E	22.57
C43	S43°13'30"	15.00	14.28	N82°12'59"W	13.74	C90	8°52'59"	300.00	38.50	S04°36'20"E	38.54
C44	7°48'03"	300.00	40.82	N89°34'21"W	40.82	C91	8°33'47"	200.00	48.44	S89°50'42"E	48.39
C45	0°30'47"	300.00	44.67	N89°50'42"W	44.67	C92	10°00'00"	274.00	48.22	S84°24'48"E	48.19
C46	90°00'00"	15.00	23.90	S44°48'05"W	21.21						
C47	90°00'00"	15.00	23.90	S44°48'05"W	21.21						

TYPE	QUANTITY	ACREAGE
SINGLE FAMILY LOTS	158	22.701 ACRES
PARKLAND LOTS	1	1.307 ACRES
DRAINAGE LOTS	2	0.633 ACRES
ROW	NA	12.432 ACRES

SURVEYOR'S NOTES

- ALL LOTS LOCATED IN THIS SUBDIVISION WILL BE MONUMENTED WITH A 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "KHA" PRIOR TO LOT SALES UNLESS OTHERWISE STATED
- THE BEARINGS AND COORDINATES SHOWN HEREON ARE TEXAS STATE COORDINATE SYSTEM GRID, SOUTH CENTRAL ZONE (FIPS 4204) (NAD83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS) POST PROCESSING. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

LOT TABLE			LOT TABLE			LOT TABLE			LOT TABLE		
LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.
BLK A	1.279	65,732	BLK C - LOT 25	0.135	5,884	BLK E	3.861	134,207	BLK F - LOT 18	0.165	6,740
BLK A - LOT 1	0.190	8,235	BLK C - LOT 26	0.136	5,911	BLK E - LOT 1	0.160	6,552	BLK G	2.662	116,619
BLK A - LOT 2	0.142	6,168	BLK C - LOT 27	0.136	5,937	BLK E - LOT 2	0.124	5,400	BLK G - LOT 1	0.137	5,962
BLK A - LOT 3	0.132	5,736	BLK C - LOT 28	0.137	5,964	BLK E - LOT 3	0.124	5,400	BLK G - LOT 2	0.110	4,800
BLK A - LOT 4	0.181	7,871	BLK C - LOT 29	0.138	5,991						

EXHIBIT L-2 IMPROVEMENT AREA #2 FINAL PLAT

VICINITY MAP NOT TO SCALE

LEGEND

- 1" IF 1" FROM ROD FOUND
- 1" IF 1" FROM ROD W/PLASTIC CAP FOUND
- 1" IF 1" FROM ROD W/PLASTIC CAP STAMPED "R" OR "B"
- 1" IF 1" FROM ROD FOUND
- 1" IF 1" FROM PIPE FOUND
- 1" IF 1" RIGHT-OF-WAY
- 1" IF 1" VOL. 1
- 1" IF 1" VOL. 2
- 1" IF 1" PAGE
- 1" IF 1" OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- 1" IF 1" DEED RECORD OF HAYS COUNTY, TEXAS
- 1" IF 1" WATER QUALITY BUFFER ZONE
- 1" IF 1" RIGHT OF WAY CENTERLINE

GENERAL NOTES

- THIS DEVELOPMENT IS SUBJECT TO THE HERITAGE DEVELOPMENT AGREEMENT, APPROVED BY CITY COUNCIL OCTOBER 17, 2017 EXECUTED MAY 4, 2021 AND RECORDED IN DEED NO. 21023136 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
- THIS DEVELOPMENT IS LOCATED WITHIN THE CITY LIMITS OF THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS.
- ZONING OF THIS DEVELOPMENT IS GOVERNED BY THE CITY OF DRIPPING SPRINGS PDZ.
- THIS DEVELOPMENT IS LOCATED WITHIN THE CONTIGUOUS ZONE OF THE EDWARDS AQUIFER AND IS SUBJECT TO THE RULES AND REGULATIONS OF THE EDWARDS AQUIFER PROTECTION PROGRAM OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ).
- DEVELOPMENT DESIGN STANDARDS PER THE HERITAGE DEVELOPMENT AGREEMENT OR THE CITY OF DRIPPING SPRINGS AS APPLICABLE.
- UTILITIES WILL BE PROVIDED BY THE FOLLOWING:
 - WATER: DRIPPING SPRINGS WATER SUPPLY CORPORATION
 - WASTEWATER: CITY OF DRIPPING SPRINGS
 - ELECTRIC: FIDELITY ELECTRIC COMPANY
- ALL NEW TELEPHONE AND CABLE TELEVISION UTILITY LINES AND ALL ELECTRIC UTILITY LATERAL AND SERVICE LINES AND WIRES SHALL BE PLACED UNDERGROUND, EXCEPT AS OTHERWISE HEREIN PROVIDED.
- ALL ELECTRIC, CABLE TELEVISION, AND TELEPHONE SUPPORT EQUIPMENT (TRANSFORMERS, AMPLIFIERS, SWITCHING DEVICES, ETC.) NECESSARY FOR UNDERGROUND INSTALLATIONS IN SUBURBAN AREAS SHALL BE PROVIDED ON PLOTS UNDERGROUND IN A PUBLIC UTILITY EASEMENT RATHER THAN A RIGHT-OF-WAY.
- ALL PROPOSED COLLECTOR AND LOCAL STREETS WITHIN THIS SUBDIVISION SHALL HAVE A 4" THICK CONCRETE SEWER/PAVEMENT APPLICABLE TO CONCRETE SIDEWALK OR IF FINAL, CONSISTENT WITH THE VARIANCES AND ROADWAY SECTIONS SET FORTH IN PUD NO. 2.
- OWNERSHIP AND MAINTENANCE OF ALL NON-RESIDENTIAL FAMILY LOTS (EXCLUDING PUBLIC PARK LANDS) WILL BE THE RESPONSIBILITY OF THE HOME OWNER ASSOCIATION.
- ALL DRAINAGE EASEMENT LOTS AND IMPROVEMENTS CONSTRUCTED WITHIN THESE LOTS WILL BE OWNED AND MAINTAINED BY THE HOA.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
- THE LIMITS OF THE 30" INCH STORM WATER RUNOFF ARE CONTAINED WITHIN DRAINAGE EASEMENTS.
- THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR INSPECTION, OPERATION AND MAINTENANCE.
- ALL EXISTING SEWERLINES, DRIVEWAYS, ROADS, ETC. WILL BE REMOVED, EXCEPT AS NOTED.
- A UTILITY EASEMENT ADJACENT TO ALL PUBLIC STREETS IS HEREBY DESIGNATED, BUT ONLY WITHIN THE BOUNDARY OF THIS PLAT AS SHOWN.
- THE PROPOSED DEVELOPMENT SHALL DEMONSTRATE COMPLIANCE WITH ALL REQUIREMENTS ESTABLISHED IN THE 2012 INTERNATIONAL FIRE CODE AND LOCAL ORDINANCES.
- SETBACK TRENCHES SHALL BE PLACED IN EACH LOT PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE QUANTITY, SIZE, AND LOCATION REQUIREMENTS OF (PUD NO. 2) SUBSET G.

FINAL PLAT OF HERITAGE- DRIPPING SPRINGS- PHASE 2
BEING A TOTAL OF 75.573 ACRES OF LAND OUT OF THE PHILIP SMITH SURVEY, ABSTRACT NO. 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 188.130 ACRE TRACT CONVEYED TO M/I HOMES OF AUSTIN, LLC, AND TRI POINT HOMES OF TEXAS, INC. IN DOCUMENT NO. 21023136 RECORDED IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

Kimley»Horn
19101 Houston Plaza, Suite 400, San Antonio, Texas 78210, Tel No. (210) 541-4100, Fax No. (210) 541-4105, www.kimleyhorn.com, FIRM # 1014242

SHEET NO.	DRAWN BY	CHECKED BY	DATE PREPARED	PROJECT NO.
1 OF 1	SAL	JAM	3/15/2024	21023136

CITY SIGN OFF
STATE OF TEXAS
CITY OF DRIPPING SPRINGS, TEXAS
HAYS COUNTY, TEXAS

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AND IS HEREBY APPROVED.
APPROVED THIS 2nd DAY OF April 2024
By: *Andria Woodruff* CITY CLERK
RECEIVED
CITY OF DRIPPING SPRINGS

STATE OF TEXAS
COUNTY OF HAYS

I, CLAUDE HANCOCK CARDEWAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FURNISHING AND PAYMENT OF WRITING WITHIN THIS CERTIFICATE OF AUTHENTICITY HAS BEEN FILED FOR RECORD IN MY OFFICE ON THE 4th DAY OF April A.D. 2024.
CLAUDE HANCOCK CARDEWAS, COUNTY CLERK
HAYS COUNTY, TEXAS

ENGINEER AND PUBLIC WORKS DEPARTMENT
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED WATER SUPPLY OR A STATE APPROVED COMBINATION WATER SYSTEM. DUE TO THE HIGH WATER SUPPLY AND CHANGING WATER QUALITY, PROPERLY THE PROPERTY OWNERS ARE CAUTIONED BY THE CITY OF DRIPPING SPRINGS TO QUESTION THE BELIEF CONCERNING GROUND WATER AVAILABILITY. BARRIERS TO COLLECTION IS ENCOURAGED AND, IN SOME AREAS, OFFER THE BEST RENEWABLE WATER RESOURCE.
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY THE CITY OF DRIPPING SPRINGS.
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL ALL CITY OF DRIPPING SPRINGS DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

John G. Mosier 3-15-2024
JOHN G. MOSIER
PROFESSIONAL LAND SURVEYOR
6330
10301 REDBURN PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216

John J. Moore 3-15-2024
JOHN J. MOORE
PROFESSIONAL LAND SURVEYOR
6330
10301 REDBURN PLACE, SUITE 400
SAN ANTONIO, TEXAS 78216

STATE OF TEXAS
COUNTY OF WILLIAMSON

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS AND TRACTS LAID OUT TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE CODE OF ORDINANCES, EXCEPT FOR THOSE VARIANCES AUTHORIZED BY THE APPROPRIATELY APPOINTED COMMISSION.

STATE OF TEXAS
COUNTY OF WILLIAMSON

I HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL ENGINEER AND AM REGISTERED IN THE STATE OF TEXAS.
ALEXANDRE GRANADOS RODRIGUEZ
TEXAS REGISTRATION NO. 6330
KIMLEY HORN AND ASSOCIATES, INC.
601 S. ALSTON AVENUE, SUITE 1000
BOGEARTOWN, TEXAS 78707

STATE OF TEXAS
COUNTY OF WILLIAMSON

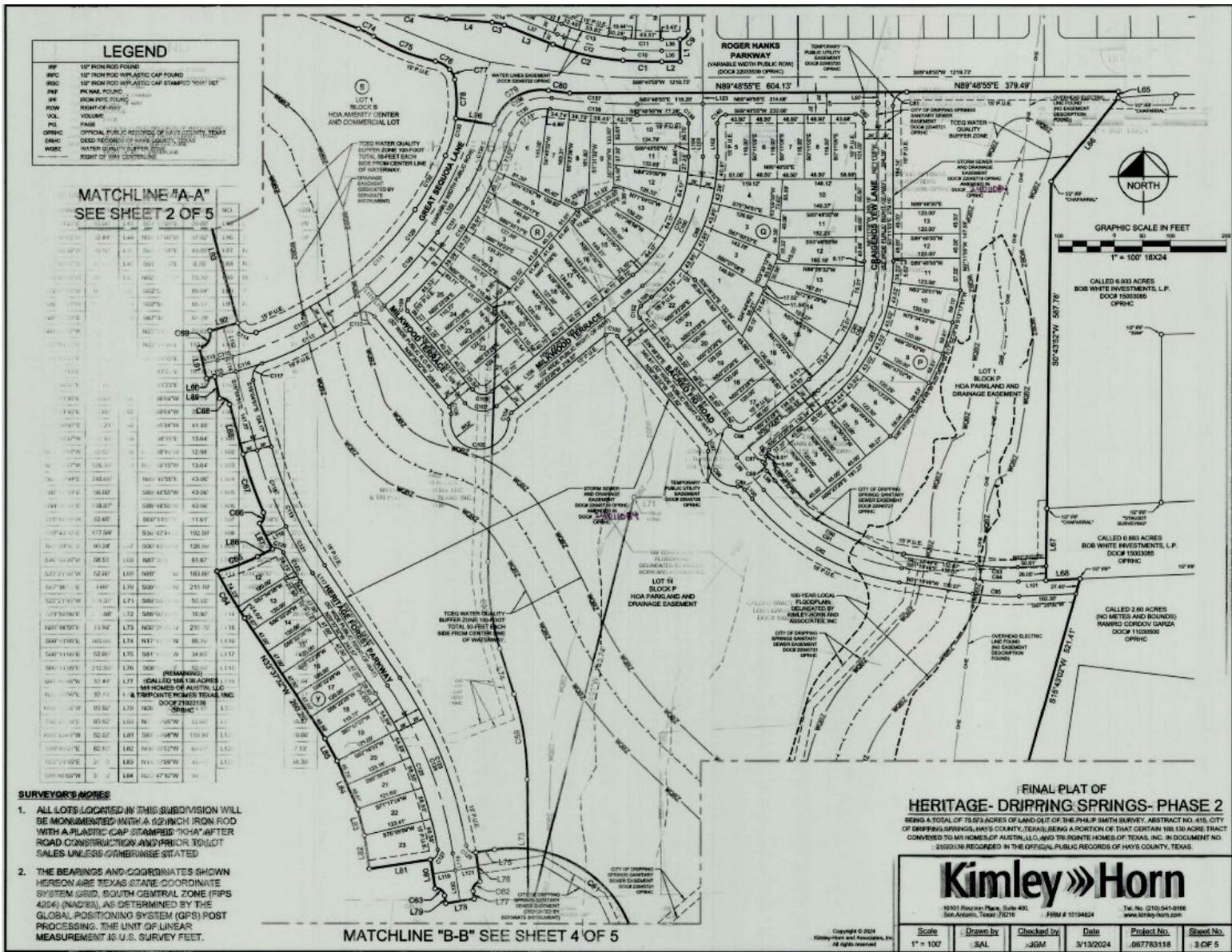
I HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL ENGINEER AND AM REGISTERED IN THE STATE OF TEXAS.
ALEXANDRE GRANADOS RODRIGUEZ
TEXAS REGISTRATION NO. 6330
KIMLEY HORN AND ASSOCIATES, INC.
601 S. ALSTON AVENUE, SUITE 1000
BOGEARTOWN, TEXAS 78707

INDEX MAP
ALONG LINE "A-A" SEE SHEET 3 OF 5

Kimley»Horn
19101 Houston Plaza, Suite 400, San Antonio, Texas 78210, Tel No. (210) 541-4100, Fax No. (210) 541-4105, www.kimleyhorn.com, FIRM # 1014242

Scale	Drawn by	Checked by	Date	Project No.
1" = 400'	SAL	JAM	3/15/2024	21023136

HERITAGE PID PRELIMINARY 2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN



HERITAGE PID PRELIMINARY 2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

LOT TABLE			LOT TABLE			LOT TABLE			CURVE TABLE					CURVE TABLE					CURVE TABLE							
LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
BLK C	0.963	43,240	BLK K - LOT 12	0.130	5,654	BLK Q - LOT 10	0.188	8,199	C1	430200'	988.00	68.96	N87°10'19"W	61.50	C46	80°12'00'	15.00	22.67	S45°32'58"E	20.30	C100	11°21'12"	426.00	84.41	N85°52'21"W	84.28
BLK C - LOT 43	0.196	8,684	BLK K - LOT 13	0.130	5,654	BLK Q - LOT 11	0.170	7,369	C2	180220'	410.00	126.00	N77°10'19"W	136.30	C47	21°01'15"	224.00	82.82	N78°08'53"W	82.48	C101	10°43'24"	52.00	94.88	S39°36'32"E	32.20
BLK C - LOT 44	0.167	7,369	BLK K - LOT 14	0.156	6,862	BLK Q - LOT 12	0.176	7,847	C3	178120'	72.00	22.44	N22°20'11"W	26.20	C48	30°22'18"	396.00	71.40	N77°15'50"W	71.00	C102	5°21'48"	15.00	64.88	N13°20'20"W	13.21
BLK C - LOT 45	0.168	7,330	BLK K - LOT 15	0.167	7,281	BLK Q - LOT 13	0.196	8,642	C4	181440'	410.00	130.00	N78°10'19"W	133.54	C49	21°19'44"	174.00	84.72	N70°13'37"W	84.30	C103	5°02'00"	25.00	30.27	S44°36'32"E	35.30
BLK C - LOT 46	0.164	6,869	BLK K - LOT 16	0.139	6,045	BLK Q - LOT 14	0.201	8,740	C5	22°32'50'	1029.00	404.54	N70°10'19"W	401.90	C50	84°47'48"	15.00	22.07	S47°20'07"W	22.00	C104	30°34'30"	320.00	287.76	N23°09'11"E	275.51
BLK C - LOT 47	0.151	6,590	BLK K - LOT 17	0.139	6,068	BLK Q - LOT 15	0.186	8,610	C6	90°00'00"	15.00	23.60	S44°48'53"W	21.21	C51	20°27'18"	500.00	121.00	N12°00'00"E	177.50	C105	30°34'30"	274.00	241.86	N20°06'11"E	234.00
BLK C - LOT 48	0.163	7,190	BLK K - LOT 18	0.145	6,337	BLK Q - LOT 16	0.160	6,926	C7	80°00'00'	15.00	23.50	S45°11'30"E	21.31	C52	28°20'22"	470.00	20.88	S10°41'34"W	206.17	C106	30°34'30"	300.00	264.81	N23°09'11"E	250.30
BLK H	4.580	176,264	BLK K - LOT 19	0.148	6,462	BLK Q - LOT 17	0.150	6,526	C8	90°00'00'	15.00	23.58	S44°48'53"W	21.21	C53	22°32'50'	724.00	28.81	S73°54'48"E	283.07	C107	30°34'30"	274.00	241.86	N20°06'11"E	234.00
BLK H - LOT 1	0.155	5,785	BLK K - LOT 20	0.155	6,669	BLK Q - LOT 18	0.125	5,490	C9	40°02'00'	540.00	61.70	S37°10'19"	61.73	C54	22°32'50'	791.00	315.37	S78°54'48"E	303.41	C108	10°43'24"	62.00	178.90	S44°36'32"E	103.98
BLK H - LOT 2	0.164	4,517	BLK K - LOT 21	0.156	6,790	BLK Q - LOT 19	0.129	5,490	C10	40°02'00'	540.00	61.70	S37°10'19"	61.73	C55	22°32'50'	791.00	215.14	S70°54'48"E	293.24	C109	10°43'24"	62.00	178.90	S44°36'32"E	103.98
BLK H - LOT 3	0.164	4,517	BLK K - LOT 22	0.156	6,790	BLK Q - LOT 20	0.125	5,490	C11	40°02'00'	540.00	61.70	S37°10'19"	61.73	C56	22°32'50'	791.00	215.14	S70°54'48"E	293.24	C110	10°43'24"	62.00	178.90	S44°36'32"E	103.98
BLK H - LOT 4	0.167	4,879	BLK K - LOT 23	0.152	6,660	BLK Q - LOT 21	0.125	5,496	C12	18°02'20'	300.00	112.07	S77°05'19"	112.09	C57	22°32'50'	791.00	154.88	N08°51'21"W	154.32	C111	30°34'30"	274.00	241.86	N20°06'11"E	234.00
BLK H - LOT 5	0.167	4,879	BLK K - LOT 24	0.149	6,615	BLK Q - LOT 22	0.157	6,926	C13	18°02'20'	300.00	112.07	S77°05'19"	112.09	C58	18°12'12"	524.00	154.88	N08°51'21"W	154.32	C112	30°34'30"	274.00	241.86	N20°06'11"E	234.00
BLK H - LOT 6	0.133	5,802	BLK K - LOT 25	0.142	6,135	BLK R	3.426	149,216	C14	17°42'23"	62.00	28.43	N78°10'19"W	28.42	C59	10°41'12"	238.00	107.18	N48°25'03"W	348.00	C113	30°34'30"	274.00	241.86	N20°06'11"E	234.00
BLK H - LOT 7	0.133	5,802	BLK K - LOT 26	0.179	7,801	BLK R - LOT 1	0.116	5,140	C15	17°42'23"	62.00	28.43	N78°10'19"W	28.42	C60	90°00'00'	15.00	23.60	S44°48'53"W	21.21	C114	30°34'30"	274.00	241.86	N20°06'11"E	234.00
BLK H - LOT 8	0.112	4,860	BLK L	-1.891	-81.81	BLK R - LOT 2	0.130	5,788	C16	18°10'45'	300.00	117.80	S28°00'00"	118.00	C61	27°18'58"	890.00	8.20	N30°30'30"	90.20	C115	30°34'30"	274.00	241.86	N20°06'11"E	234.00
BLK H - LOT 9	0.118	4,860	BLK L - LOT 1	0.862	41,619	BLK R - LOT 3	0.125	5,427	C17	90°00'00'	15.00	23.50	S45°11'30"E	21.31	C62	18°13'10"	13.00	22.78	N03°13'41"E	20.60	C116	30°34'30"	274.00	241.86	N20°06'11"E	234.00
BLK H - LOT 10	0.112	4,860	BLK M	1.033	44,990	BLK R - LOT 4	0.130	5,682	C18	90°00'00'	15.00	23.50	S45°11'30"E	21.31	C63	87°01'44"	13.00	22.78	N03°13'41"E	20.60	C117	30°34'30"	274.00	241.86	N20°06'11"E	234.00
BLK H - LOT 11	0.111	4,847	BLK M - LOT 12	0.142	6,206	BLK R - LOT 5	0.155	6,753	C19	22°32'50'	1029.00	412.41	N78°10'19"W	412.17	C64	9°32'20"	770.00	111.12	N10°11'01"W	111.04	C118	30°34'30"	274.00	241.86	N20°06'11"E	234.00
BLK H - LOT 12	0.111	4,847	BLK M - LOT 13	0.115	5,004	BLK R - LOT 6	0.167	7,307	C20	22°32'50'	1029.00	412.41	N78°10'19"W	412.17	C65	87°38'23"	15.00	22.84	N01°54'04"W	21.77	C119	30°34'30"	274.00	241.86	N20°06'11"E	234.00
BLK H - LOT 13	0.109	4,817	BLK M - LOT 14	0.115	5,004	BLK R - LOT 7	0.148	6,540	C21	91°38'00'	35.00	38.78	N41°03'00"	38.83	C66	92°21'38"	25.00	43.30	N31°05'58"E	44.00	C120	30°34'30"	274.00	241.86	N20°06'11"E	234.00
BLK H - LOT 14	0.102	4,484	BLK M - LOT 15	0.121	5,283	BLK R - LOT 8	0.173	7,519	C22	88°52'53'	65.00	23.27	S48°00'00"	23.07	C67	18°39'00'	528.00	15.83	N23°34'23"W	110.38	C121	30°34'30"	274.00	241.86	N20°06'11"E	234.00
BLK H - LOT 15	0.103	4,617	BLK M - LOT 16	0.131	5,688	BLK R - LOT 9	0.142	6,156	C23	17°41'32"	60.00	21.07	N70°10'19"W	21.07	C68	40°04'44"	174.00	141.78	N08°43'37"W	110.87	C122	30°34'30"	274.00	241.86	N20°06'11"E	234.00
BLK H - LOT 16	0.103	4,617	BLK M - LOT 17	0.131	5,688	BLK R - LOT 10	0.139	6,046	C24	17°41'32"	60.00	21.07	N70°10'19"W	21.07	C69	10°27'30"	872.00	17.69	S66°00'38"E	17.02	C123	30°34'30"	274.00	241.86	N20°06'11"E	234.00
BLK H - LOT 17	0.103	4,617	BLK M - LOT 18	0.134	5,845	BLK R - LOT 11	0.136	5,826	C25	90°00'00'	15.00	23.50	S45°11'30"E	21.31	C70	17°40'24"	200.00	30.81	S60°18'13"E	30.00	C124	30°34'30"	274.00	241.86	N20°06'11"E	234.00
BLK H - LOT 18	0.103	4,617	BLK M - LOT 19	0.133	5,806	BLK R - LOT 12	0.147	6,361	C26	90°00'00'	15.00	23.50	S45°11'30"E	21.31	C71	10°20'30"	872.00	17.69	S66°00'38"E	17.02	C125	30°34'30"	274.00	241.86	N20°06'11"E	234.00
BLK H - LOT 19	0.103	4,617	BLK M - LOT 20	0.133	5,806	BLK R - LOT 13	0.146	6,300	C27	90°00'00'	15.00	23.50	S45°11'30"E	21.31	C72	10°20'30"	872.00	17.69	S66°00'38"E	17.02	C126	30°34'30"	274.00	241.86	N20°06'11"E	234.00
BLK H - LOT 20	0.103	4,617	BLK M - LOT 21	0.133	5,806	BLK R - LOT 14	0.156	6,888	C28	90°00'00'	15.00	23.50	S45°11'30"E	21.31	C73	10°20'30"	872.00	17.69	S66°00'38"E	17.02	C127	30°34'30"	274.00	241.86	N20°06'11"E	234.00
BLK H - LOT 21	0.103	4,617	BLK M - LOT 22	0.133	5,806	BLK R - LOT 15	0.148	6,478	C29	90°00'00'	15.00	23.50	S45°11'30"E	21.31	C74	10°20'30"	872.00	17.69	S66°00'38"E	17.02	C128	30°34'30"	274.00	241.86	N20°06'11"E	234.00
BLK H - LOT 22	0.103	4,617	BLK M - LOT 23	0.133	5,806	BLK R - LOT 16	0.136	5,931	C30	90°00'00'	15.00	23.50	S45°11'30"E	21.31	C75	10°20'30"	872.00	17.69	S66°00'38"E	17.02	C129	30°34'30"	274.00	241.86	N20°06'11"E	234.00
BLK H - LOT 23	0.103	4,617	BLK M - LOT 24	0.133	5,806	BLK R - LOT 17	0.129	5,524	C31	90°00'00'	15.00	23.50	S45°11'30"E	21.31	C76	10°20'30"	872.00	17.69	S66°00'38"E	17.02	C130	30°34'30"	274.00	241.86	N20°06'11"E	234.00
BLK H - LOT 24	0.103	4,617	BLK M - LOT 25	0.133	5,806	BLK R - LOT 18	0.123	5,336	C32	90°00'00'	15.00	23.50	S45°11'30"E	21.31	C77	10°20'30"	872.00	17.69	S66°00'38"E	17.02	C131	30°34'30"	274.00	241.86	N20°06'11"E	234.00
BLK H - LOT 25	0.103	4,617	BLK M - LOT 26	0.133	5,806	BLK R - LOT 19	0.116	5,057	C33	90°00'00'	15.00	23.50	S45°11'30"E	21.31	C78	10°20'30"	872.00	17.69	S66°00'38"E	17.02	C132	30°34'30"	274.00	241.86	N20°06'11"E	234.00
BLK H - LOT 26	0.103	4,617	BLK M - LOT 27	0.133	5,806	BLK R - LOT 20	0.116	5,057	C34	90°00'00'	15.00	23.50	S45°11'30"E	21.31	C79	10°20'30"	872.00	17.69	S66°00'38"E	17.02	C133	30°34'30"	274.00	241.86	N20°06'11"E	234.00
BLK H - LOT 27	0.103	4,617	BLK M - LOT 28	0.133	5,806	BLK R - LOT 21	0.116	5,057	C35	90°00'00'	15.00	23.50	S45°11'30"E	21.31	C80	10°20'30"	872.00	17.69	S66°00'38"E	17.02	C134	30°34'30"	274.00	241.86	N20°06'11"E	234.00
BLK H - LOT 28	0.103	4,617	BLK M - LOT 29	0.133	5,806	BLK R - LOT 22	0.112	4,869	C36	28°50'42'	330.00	141.82	N69°41'00"	140.51	C81	90°00'00'	15.00	23.50	S45°11'30"E	21.31	C135	30°34'30"	274.00	241.86	N20°06'11"E	234.00
BLK H - LOT 29	0.104	4,650	BLK N	1.177	53,232	BLK R - LOT 23	0.112	4,869	C37	90°00'00'	15.00	23.50														

EXHIBIT N – MAP OF MAJOR IMPROVEMENTS

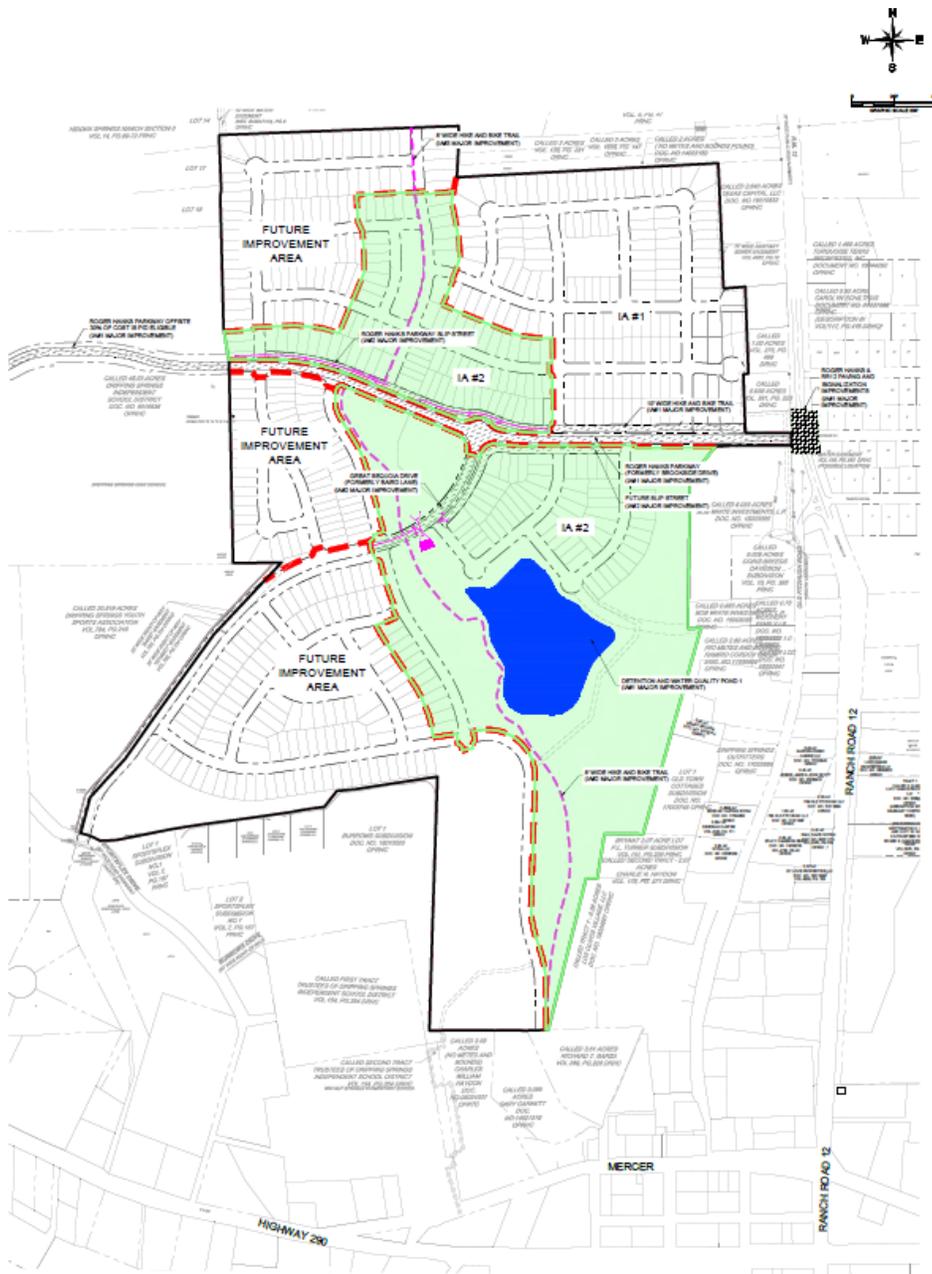
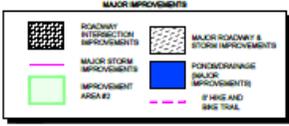


EXHIBIT C-1
Major Improvements Map



Dripping Spring, Texas
March 2024

EXHIBIT O – MAP OF IMPROVEMENT AREA #1 IMPROVEMENTS

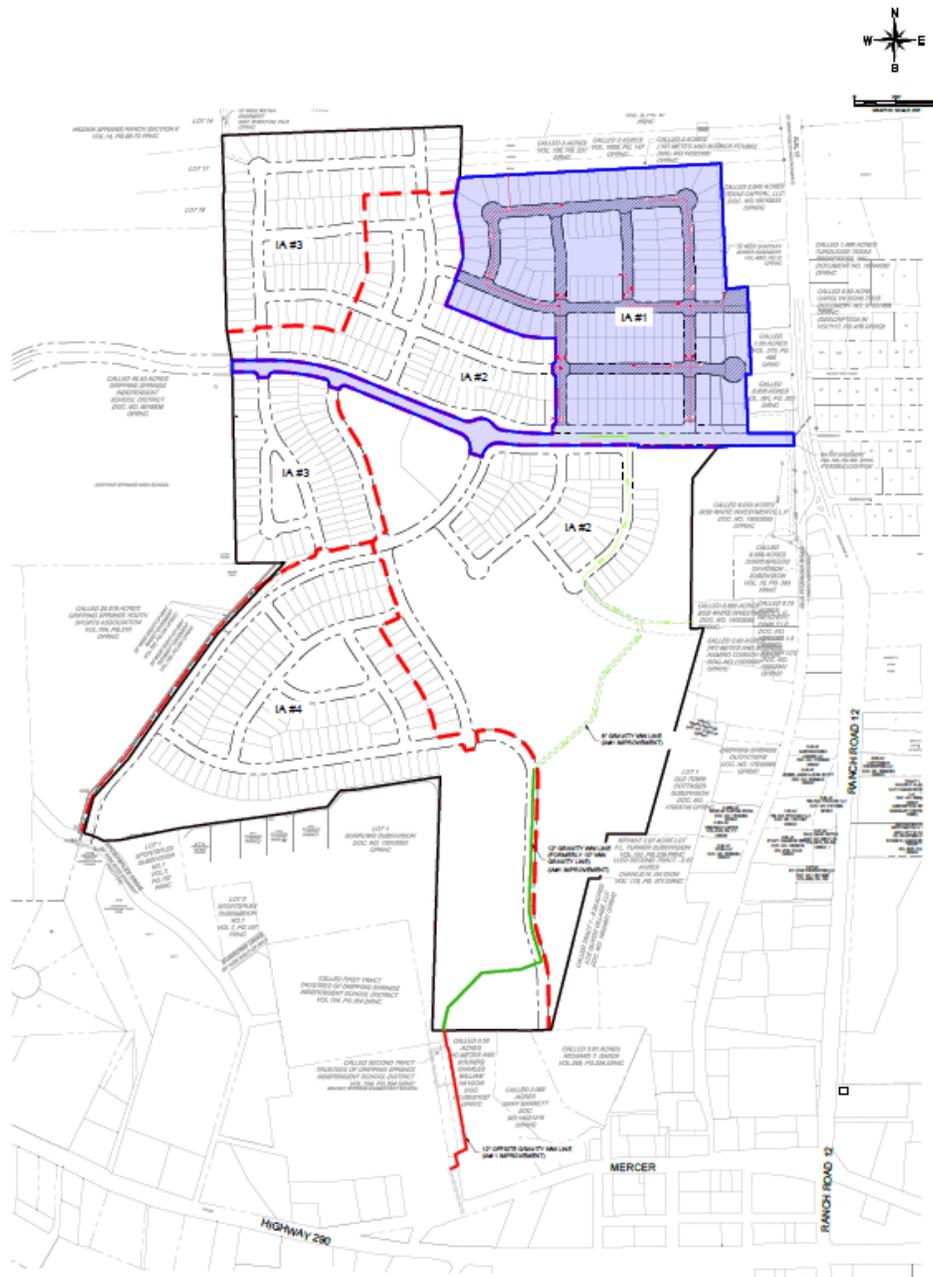


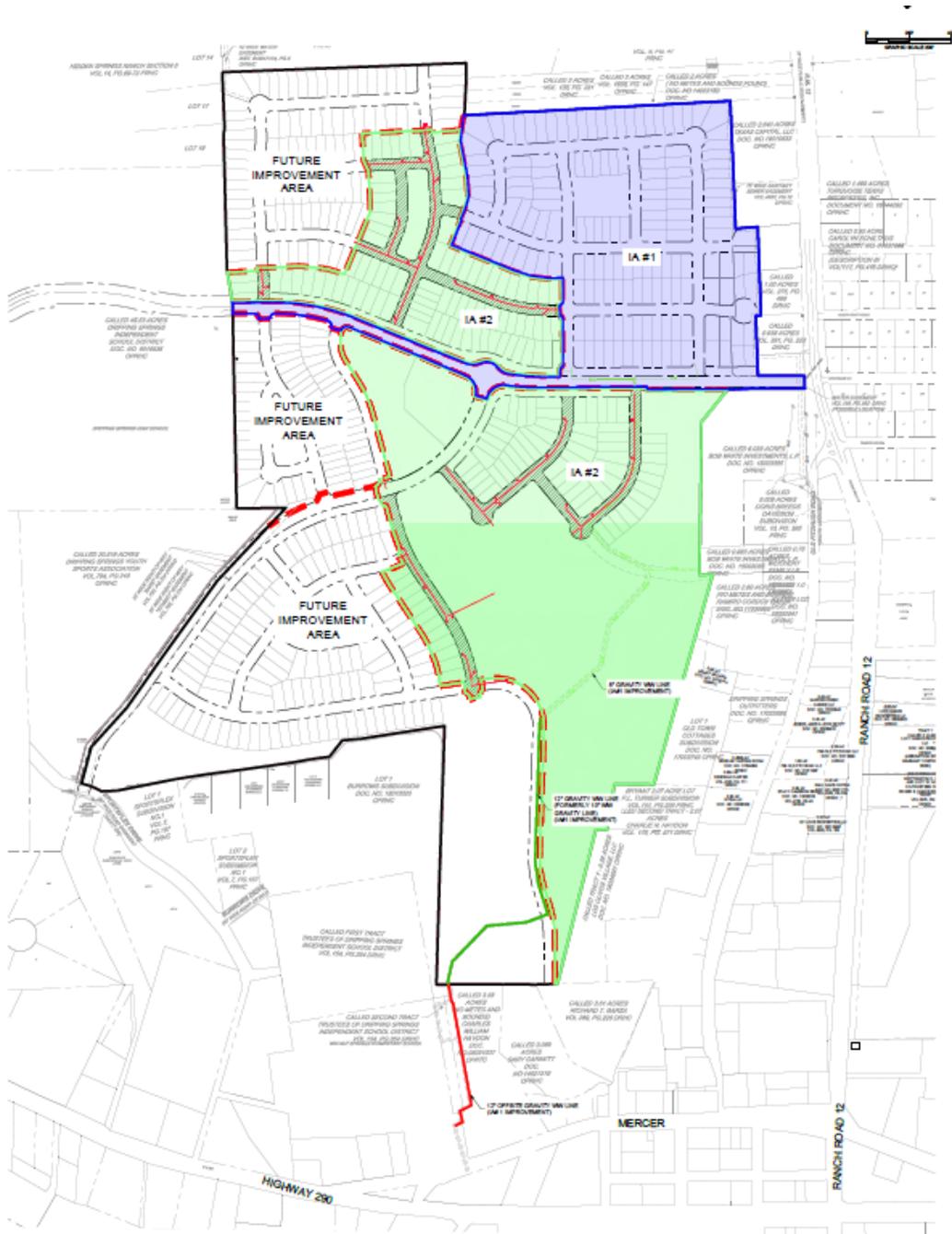
EXHIBIT C-2
Improvement Area #1
Improvements Map

IMPROVEMENT AREA IMPROVEMENTS	
	ROADWAY STORM & WASTEWATER IMPROVEMENTS IMPROVEMENT AREA #1
	IMPROVEMENT AREA #1
	PROPERTY BOUNDARY
	12" MAIN LINE
	12" OFFLINE
	12" MAIN LINE
	12" OFFLINE
	STORM IMPROVEMENTS

Dripping Spring, Texas
 April 2023



EXHIBIT P – MAP OF IMPROVEMENT AREA #2 IMPROVEMENTS



HERITAGE PID PRELIMINARY 2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN
 EXHIBIT C-2
 Improvement Area #2
 Improvements Map
 11/15/24

EXHIBIT C-2
Improvement Area #2
Improvements Map

IMPROVEMENT AREA IMPROVEMENTS	
	ROADWAY STORM & WASTEWATER INTERNAL IMPROVEMENTS AREA #1
	IMPROVEMENT AREA #2
	PROPERTY BOUNDARY PHASELINE
	12" WW LINE
	12" OFFSITE WW LINE
	8" WW LINE
	8" OFFSITE WW LINE
	STORM IMPROVEMENTS

EXHIBIT Q – NOTICE OF PID ASSESSMENT TERMINATION



P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Hays County Clerk's Office
Honorable [County Clerk Name]
712 S Stagecoach Trail #2008
San Marcos, Texas 78666

Re: City of Dripping Springs Lien Release documents for filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Dripping Springs is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Dripping Springs
Attn: [City Secretary]
511 W Mercer St
Dripping Springs, TX 78620

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
P: (817) 393-0353
admin@p3-works.com

[legal description], a subdivision in Hays County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Hays County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount.

RELEASE

NOW THEREFORE, the City, the owner and holder of the Lien, Instrument No. _____, in the Real Property Records of Hays County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the ____ day of _____, 20__.

CITY OF DRIPPING SPRINGS, TEXAS,

By: _____
[Manager Name], City Manager

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [Manager Name], City Manager for the City of Dripping Springs, Texas, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT R – HOMEBUYER DISCLOSURES

Homebuyer disclosures for the following lot types are contained in this Exhibit:

- Lot Type 1
- Lot Type 2
- Lot Type 3
- Lot Type 4
- Lot Type 5
- Lot Type 6
- Lot Type 7

LOT TYPE 1 DISCLOSURE**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$41,452.88

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

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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§
§

COUNTY OF _____

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 1

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Annual Installment
2025	\$ 663.44	\$ 2,216.56	\$ 243.22	\$ 207.26	\$ 3,330.48
2026	687.13	2,186.71	248.08	203.95	3,325.87
2027	716.75	2,155.79	253.04	200.51	3,326.09
2028	746.37	2,123.53	258.10	196.93	3,324.93
2029	781.91	2,089.95	263.26	193.20	3,328.32
2030	817.45	2,054.76	268.53	189.29	3,330.03
2031	852.99	2,017.98	273.90	185.20	3,330.07
2032	894.45	1,972.13	279.38	180.93	3,326.90
2033	941.84	1,924.05	284.97	176.46	3,327.32
2034	995.15	1,873.43	290.67	171.75	3,331.00
2035	1,042.54	1,819.94	296.48	166.78	3,325.74
2036	1,101.78	1,763.90	302.41	161.56	3,329.65
2037	1,161.01	1,704.68	308.46	156.06	3,330.21
2038	1,220.25	1,642.28	314.63	150.25	3,327.40
2039	1,285.41	1,576.69	320.92	144.15	3,327.16
2040	1,356.49	1,507.60	327.34	137.72	3,329.15
2041	1,427.57	1,434.69	333.88	130.94	3,327.08
2042	1,504.58	1,357.96	340.56	123.80	3,326.90
2043	1,587.51	1,277.08	347.37	116.28	3,328.24
2044	1,676.36	1,191.76	354.32	108.34	3,330.78
2045	1,765.21	1,099.56	361.41	99.96	3,326.13
2046	1,865.91	1,002.47	368.63	91.13	3,328.15
2047	1,972.54	899.84	376.01	81.80	3,330.19
2048	2,079.16	791.35	383.53	71.94	3,325.98
2049	2,197.63	677.00	391.20	61.55	3,327.37
2050	2,322.02	556.13	399.02	50.56	3,327.73
2051	2,452.34	428.42	407.00	38.95	3,326.71
2052	2,594.51	293.54	415.14	26.69	3,329.88
2053	2,742.60	150.84	423.44	13.71	3,330.60
Total	\$ 41,452.88	\$ 41,790.62	\$ 9,434.89	\$ 3,837.65	\$ 96,516.04

[a] Interest is calculated at the actual rate of the Improvement Area #1 Bonds.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

LOT TYPE 2 DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: \$43,337.10

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

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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§
§

COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 2

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Annual Installment
2025	\$ 693.59	\$ 2,317.32	\$ 254.27	\$ 216.69	\$ 3,481.87
2026	718.36	2,286.11	259.36	213.22	3,477.04
2027	749.33	2,253.78	264.54	209.63	3,477.28
2028	780.29	2,220.06	269.83	205.88	3,476.06
2029	817.45	2,184.95	275.23	201.98	3,479.60
2030	854.60	2,148.16	280.74	197.89	3,481.39
2031	891.76	2,109.70	286.35	193.62	3,481.43
2032	935.11	2,061.77	292.08	189.16	3,478.12
2033	984.65	2,011.51	297.92	184.48	3,478.56
2034	1,040.39	1,958.58	303.88	179.56	3,482.41
2035	1,089.93	1,902.66	309.96	174.36	3,476.91
2036	1,151.86	1,844.08	316.15	168.91	3,481.00
2037	1,213.79	1,782.17	322.48	163.15	3,481.58
2038	1,275.71	1,716.93	328.93	157.08	3,478.65
2039	1,343.83	1,648.36	335.51	150.70	3,478.40
2040	1,418.15	1,576.13	342.22	143.98	3,480.47
2041	1,492.46	1,499.90	349.06	136.89	3,478.31
2042	1,572.97	1,419.68	356.04	129.43	3,478.12
2043	1,659.67	1,335.13	363.16	121.56	3,479.53
2044	1,752.56	1,245.93	370.43	113.27	3,482.18
2045	1,845.45	1,149.54	377.83	104.50	3,477.32
2046	1,950.73	1,048.04	385.39	95.28	3,479.43
2047	2,062.20	940.75	393.10	85.52	3,481.56
2048	2,173.67	827.32	400.96	75.21	3,477.16
2049	2,297.52	707.77	408.98	64.34	3,478.62
2050	2,427.57	581.41	417.16	52.86	3,479.00
2051	2,563.81	447.89	425.50	40.72	3,477.93
2052	2,712.44	306.88	434.01	27.90	3,481.23
2053	2,867.26	157.70	442.69	14.34	3,481.99
Total	\$ 43,337.10	\$ 43,690.19	\$ 9,863.75	\$ 4,012.09	\$ 100,903.13

[a] Interest is calculated at the actual rate of the Improvement Area #1 Bonds.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

LOT TYPE 3 DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: \$47,105.55

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

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§
§
§

COUNTY OF _____

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 3

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Annual Installment
2025	\$ 753.90	\$ 2,518.82	\$ 276.38	\$ 235.53	\$ 3,784.64
2026	780.83	2,484.90	281.91	231.76	3,779.39
2027	814.49	2,449.76	287.55	227.85	3,779.65
2028	848.14	2,413.11	293.30	223.78	3,778.33
2029	888.53	2,374.94	299.16	219.54	3,782.18
2030	928.92	2,334.96	305.15	215.10	3,784.12
2031	969.31	2,293.16	311.25	210.45	3,784.17
2032	1,016.42	2,241.06	317.48	205.61	3,780.56
2033	1,070.27	2,186.42	323.83	200.53	3,781.05
2034	1,130.86	2,128.90	330.30	195.17	3,785.23
2035	1,184.71	2,068.11	336.91	189.52	3,779.25
2036	1,252.02	2,004.43	343.65	183.60	3,783.70
2037	1,319.33	1,937.14	350.52	177.34	3,784.33
2038	1,386.65	1,866.22	357.53	170.74	3,781.14
2039	1,460.69	1,791.69	364.68	163.81	3,780.87
2040	1,541.46	1,713.18	371.97	156.50	3,783.12
2041	1,622.24	1,630.33	379.41	148.80	3,780.77
2042	1,709.75	1,543.13	387.00	140.68	3,780.56
2043	1,803.98	1,451.23	394.74	132.14	3,782.09
2044	1,904.95	1,354.27	402.64	123.12	3,784.97
2045	2,005.92	1,249.50	410.69	113.59	3,779.70
2046	2,120.36	1,139.17	418.90	103.56	3,781.99
2047	2,241.52	1,022.55	427.28	92.96	3,784.31
2048	2,362.68	899.27	435.83	81.75	3,779.53
2049	2,497.31	769.32	444.54	69.94	3,781.11
2050	2,638.66	631.97	453.43	57.45	3,781.52
2051	2,786.75	486.84	462.50	44.26	3,780.35
2052	2,948.30	333.57	471.75	30.32	3,783.95
2053	3,116.59	171.41	481.19	15.58	3,784.77
Total	\$ 47,105.55	\$ 47,489.34	\$ 10,721.47	\$ 4,360.97	\$ 109,677.32

[a] Interest is calculated at the actual rate of the Improvement Area #1 Bonds.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

LOT TYPE 4 BUYER DISCLOSURE**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

LOT TYPE 4 PRINCIPAL ASSESSMENT: \$39,826.99

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

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 4

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2025	\$ -	\$ 2,038.64	\$ -	\$ -	\$ (2,038.64)	\$ -
2026	562.09	2,329.88	236.42	199.13	-	3,327.52
2027	596.85	2,297.00	241.15	196.32	-	3,331.33
2028	625.83	2,262.08	245.98	193.34	-	3,327.22
2029	666.39	2,225.47	250.89	190.21	-	3,332.97
2030	701.16	2,186.49	255.91	186.88	-	3,330.44
2031	741.72	2,145.47	261.03	183.37	-	3,331.59
2032	782.28	2,102.08	266.25	179.66	-	3,330.28
2033	828.64	2,056.31	271.58	175.75	-	3,332.29
2034	875.00	2,007.84	277.01	171.61	-	3,331.46
2035	921.36	1,956.65	282.55	167.24	-	3,327.79
2036	973.51	1,902.75	288.20	162.63	-	3,327.09
2037	1,031.46	1,845.80	293.96	157.76	-	3,328.98
2038	1,089.40	1,785.46	299.84	152.60	-	3,327.31
2039	1,153.15	1,721.73	305.84	147.16	-	3,327.87
2040	1,222.68	1,654.27	311.96	141.39	-	3,330.30
2041	1,292.22	1,582.74	318.20	135.28	-	3,328.44
2042	1,367.55	1,507.15	324.56	128.82	-	3,328.07
2043	1,448.68	1,427.15	331.05	121.98	-	3,328.85
2044	1,535.60	1,342.40	337.67	114.74	-	3,330.40
2045	1,628.31	1,252.57	344.42	107.06	-	3,332.36
2046	1,721.03	1,157.31	351.31	98.92	-	3,328.57
2047	1,825.33	1,056.63	358.34	90.31	-	3,330.61
2048	1,935.43	949.85	365.51	81.18	-	3,331.97
2049	2,051.32	836.63	372.82	71.51	-	3,332.28
2050	2,173.01	716.63	380.27	61.25	-	3,331.16
2051	2,300.50	589.50	387.88	50.38	-	3,328.26
2052	2,439.57	454.92	395.64	38.88	-	3,329.01
2053	2,590.23	312.21	403.55	26.68	-	3,332.67
2054	2,746.69	160.68	411.62	13.73	-	3,332.72
Total	\$ 39,826.99	\$ 45,864.30	\$ 9,171.41	\$ 3,745.78	\$ (2,038.64)	\$ 96,569.83

[a] Interest is calculated at a 5.850% rate for illustrative purposes.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

LOT TYPE 5 DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

LOT TYPE 5 PRINCIPAL ASSESSMENT: \$41,723.51

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

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 5

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2025	\$ -	\$ 2,135.72	\$ -	\$ -	\$ (2,135.72)	\$ -
2026	588.85	2,440.83	247.68	208.62	-	3,485.98
2027	625.28	2,406.38	252.64	205.67	-	3,489.96
2028	655.63	2,369.80	257.69	202.55	-	3,485.66
2029	698.12	2,331.44	262.84	199.27	-	3,491.68
2030	734.55	2,290.60	268.10	195.78	-	3,489.03
2031	777.04	2,247.63	273.46	192.11	-	3,490.24
2032	819.54	2,202.18	278.93	188.22	-	3,488.86
2033	868.10	2,154.23	284.51	184.12	-	3,490.97
2034	916.67	2,103.45	290.20	179.78	-	3,490.10
2035	965.23	2,049.82	296.00	175.20	-	3,486.26
2036	1,019.87	1,993.36	301.92	170.37	-	3,485.52
2037	1,080.57	1,933.70	307.96	165.27	-	3,487.50
2038	1,141.28	1,870.48	314.12	159.87	-	3,485.75
2039	1,208.06	1,803.72	320.40	154.16	-	3,486.34
2040	1,280.91	1,733.05	326.81	148.12	-	3,488.89
2041	1,353.75	1,658.11	333.35	141.72	-	3,486.93
2042	1,432.67	1,578.92	340.01	134.95	-	3,486.55
2043	1,517.66	1,495.11	346.81	127.79	-	3,487.37
2044	1,608.72	1,406.32	353.75	120.20	-	3,488.99
2045	1,705.85	1,312.21	360.83	112.16	-	3,491.05
2046	1,802.98	1,212.42	368.04	103.63	-	3,487.07
2047	1,912.25	1,106.95	375.40	94.61	-	3,489.21
2048	2,027.59	995.08	382.91	85.05	-	3,490.64
2049	2,149.01	876.47	390.57	74.91	-	3,490.95
2050	2,276.49	750.75	398.38	64.17	-	3,489.79
2051	2,410.04	617.58	406.35	52.78	-	3,486.75
2052	2,555.74	476.59	414.48	40.73	-	3,487.54
2053	2,713.58	327.08	422.77	27.96	-	3,491.37
2054	2,877.48	168.33	431.22	14.39	-	3,491.42
Total	\$ 41,723.51	\$ 48,048.31	\$ 9,608.14	\$ 3,924.15	\$ (2,135.72)	\$ 101,168.39

[a] Interest is calculated at a 5.850% rate for illustrative purposes.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

LOT TYPE 6 DISCLOSURE**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

LOT TYPE 6 PRINCIPAL ASSESSMENT: \$43,620.03

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

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 6

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2025	\$ -	\$ 2,232.80	\$ -	\$ -	\$ (2,232.80)	\$ -
2026	615.62	2,551.77	258.94	218.10	-	3,644.43
2027	653.70	2,515.76	264.12	215.02	-	3,648.60
2028	685.43	2,477.52	269.40	211.75	-	3,644.10
2029	729.86	2,437.42	274.79	208.33	-	3,650.39
2030	767.94	2,394.72	280.29	204.68	-	3,647.62
2031	812.36	2,349.80	285.89	200.84	-	3,648.89
2032	856.79	2,302.28	291.61	196.78	-	3,647.45
2033	907.56	2,252.15	297.44	192.49	-	3,649.65
2034	958.33	2,199.06	303.39	187.95	-	3,648.74
2035	1,009.11	2,143.00	309.46	183.16	-	3,644.72
2036	1,066.23	2,083.97	315.65	178.12	-	3,643.95
2037	1,129.69	2,021.59	321.96	172.79	-	3,646.03
2038	1,193.16	1,955.50	328.40	167.14	-	3,644.20
2039	1,262.97	1,885.70	334.97	161.17	-	3,644.81
2040	1,339.13	1,811.82	341.67	154.86	-	3,647.47
2041	1,415.29	1,733.48	348.50	148.16	-	3,645.43
2042	1,497.79	1,650.69	355.47	141.08	-	3,645.03
2043	1,586.64	1,563.07	362.58	133.60	-	3,645.89
2044	1,681.84	1,470.25	369.83	125.66	-	3,647.58
2045	1,783.39	1,371.86	377.23	117.25	-	3,649.73
2046	1,884.93	1,267.53	384.77	108.34	-	3,645.57
2047	1,999.17	1,157.26	392.47	98.91	-	3,647.81
2048	2,119.76	1,040.31	400.32	88.92	-	3,649.30
2049	2,246.69	916.31	408.32	78.32	-	3,649.63
2050	2,379.97	784.88	416.49	67.08	-	3,648.41
2051	2,519.59	645.65	424.82	55.18	-	3,645.24
2052	2,671.91	498.25	433.32	42.59	-	3,646.06
2053	2,836.92	341.94	441.98	29.23	-	3,650.07
2054	3,008.28	175.98	450.82	15.04	-	3,650.13
Total	\$ 43,620.03	\$ 50,232.32	\$ 10,044.88	\$ 4,102.52	\$ (2,232.80)	\$ 105,766.96

[a] Interest is calculated at a 5.850% rate for illustrative purposes.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

LOT TYPE 7 DISCLOSURE**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

LOT TYPE 7 PRINCIPAL ASSESSMENT: \$47,413.08

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

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 7

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2025	\$ -	\$ 2,426.96	\$ -	\$ -	\$ (2,426.96)	\$ -
2026	669.15	2,773.67	281.46	237.07	-	3,961.34
2027	710.54	2,734.52	287.09	233.72	-	3,965.87
2028	745.03	2,692.95	292.83	230.17	-	3,960.98
2029	793.32	2,649.37	298.68	226.44	-	3,967.82
2030	834.71	2,602.96	304.66	222.48	-	3,964.81
2031	883.00	2,554.13	310.75	218.30	-	3,966.18
2032	931.29	2,502.47	316.97	213.89	-	3,964.62
2033	986.48	2,447.99	323.31	209.23	-	3,967.01
2034	1,041.67	2,390.28	329.77	204.30	-	3,966.02
2035	1,096.85	2,329.35	336.37	199.09	-	3,961.66
2036	1,158.94	2,265.18	343.09	193.61	-	3,960.82
2037	1,227.92	2,197.38	349.96	187.81	-	3,963.07
2038	1,296.91	2,125.55	356.96	181.67	-	3,961.08
2039	1,372.79	2,049.68	364.09	175.19	-	3,961.75
2040	1,455.57	1,969.37	371.38	168.32	-	3,964.64
2041	1,538.36	1,884.22	378.80	161.04	-	3,962.42
2042	1,628.04	1,794.23	386.38	153.35	-	3,961.99
2043	1,724.61	1,698.99	394.11	145.21	-	3,962.92
2044	1,828.09	1,598.10	401.99	136.59	-	3,964.77
2045	1,938.47	1,491.15	410.03	127.45	-	3,967.10
2046	2,048.84	1,377.75	418.23	117.76	-	3,962.58
2047	2,173.01	1,257.90	426.59	107.51	-	3,965.02
2048	2,304.08	1,130.77	435.13	96.65	-	3,966.63
2049	2,442.05	995.99	443.83	85.13	-	3,966.99
2050	2,586.92	853.13	452.71	72.92	-	3,965.67
2051	2,738.69	701.79	461.76	59.98	-	3,962.22
2052	2,904.25	541.58	471.00	46.29	-	3,963.11
2053	3,083.61	371.68	480.42	31.77	-	3,967.47
2054	3,269.87	191.29	490.02	16.35	-	3,967.53
Total	\$ 47,413.08	\$ 54,600.35	\$ 10,918.34	\$ 4,459.26	\$ (2,426.96)	\$ 114,964.08

[a] Interest is calculated at a 5.850% rate for illustrative purposes.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

IMPROVEMENT AREA #2 INITIAL PARCEL DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

IMPROVEMENT AREA #2 INITIAL PARCEL PRINCIPAL ASSESSMENT: \$6,873,000

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

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

§

§

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§
§
§

COUNTY OF _____

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 INITIAL PARCEL

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2025	\$ -	\$ 351,811.69	\$ -	\$ -	\$ (351,811.69)	\$ -
2026	97,000.00	402,070.50	40,800.00	34,365.00	-	574,235.50
2027	103,000.00	396,396.00	41,616.00	33,880.00	-	574,892.00
2028	108,000.00	390,370.50	42,448.32	33,365.00	-	574,183.82
2029	115,000.00	384,052.50	43,297.29	32,825.00	-	575,174.79
2030	121,000.00	377,325.00	44,163.23	32,250.00	-	574,738.23
2031	128,000.00	370,246.50	45,046.50	31,645.00	-	574,938.00
2032	135,000.00	362,758.50	45,947.43	31,005.00	-	574,710.93
2033	143,000.00	354,861.00	46,866.38	30,330.00	-	575,057.38
2034	151,000.00	346,495.50	47,803.70	29,615.00	-	574,914.20
2035	159,000.00	337,662.00	48,759.78	28,860.00	-	574,281.78
2036	168,000.00	328,360.50	49,734.97	28,065.00	-	574,160.47
2037	178,000.00	318,532.50	50,729.67	27,225.00	-	574,487.17
2038	188,000.00	308,119.50	51,744.27	26,335.00	-	574,198.77
2039	199,000.00	297,121.50	52,779.15	25,395.00	-	574,295.65
2040	211,000.00	285,480.00	53,834.73	24,400.00	-	574,714.73
2041	223,000.00	273,136.50	54,911.43	23,345.00	-	574,392.93
2042	236,000.00	260,091.00	56,009.66	22,230.00	-	574,330.66
2043	250,000.00	246,285.00	57,129.85	21,050.00	-	574,464.85
2044	265,000.00	231,660.00	58,272.45	19,800.00	-	574,732.45
2045	281,000.00	216,157.50	59,437.90	18,475.00	-	575,070.40
2046	297,000.00	199,719.00	60,626.65	17,070.00	-	574,415.65
2047	315,000.00	182,344.50	61,839.19	15,585.00	-	574,768.69
2048	334,000.00	163,917.00	63,075.97	14,010.00	-	575,002.97
2049	354,000.00	144,378.00	64,337.49	12,340.00	-	575,055.49
2050	375,000.00	123,669.00	65,624.24	10,570.00	-	574,863.24
2051	397,000.00	101,731.50	66,936.72	8,695.00	-	574,363.22
2052	421,000.00	78,507.00	68,275.46	6,710.00	-	574,492.46
2053	447,000.00	53,878.50	69,640.97	4,605.00	-	575,124.47
2054	474,000.00	27,729.00	71,033.79	2,370.00	-	575,132.79
Total	\$ 6,873,000.00	\$ 7,914,867.19	\$ 1,582,723.17	\$ 646,415.00	\$ (351,811.69)	\$ 16,665,193.67

[a] Interest is calculated at a 5.850% rate for illustrative purposes.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

APPENDIX A – ENGINEER’S REPORT

 **ENGINEERING REPORT**

**Heritage
Public Improvement District
IA #2**

Dripping Springs, Texas

July 25, 2024

Prepared for:
City of Dripping Springs

Prepared by:
Kimley»»Horn

501 S. Austin Ave.
Suite 1310
Georgetown, Texas 78626

Job No. 069291601
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TBPE Firm #928

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- I. Introduction**
- II. Development Costs**
- III. Development Improvements**
 - a. Major Improvements**
 - b. Improvement Area #2 Improvements**
- IV. Development Schedule**
 - a. Design Stage**
 - b. Construction Stage**

APPENDICES

- Exhibit A – Heritage Location Map**
- Exhibit B – Property**
- Exhibit B-2 – Improvement Area #2**
- Exhibit B-3 – Improvement Area Boundary Map**
- Exhibit C-1 –Major Improvements Map**
- Exhibit C-2 – Improvement Area #2 Improvements Map**
- Exhibit D – Engineers’ OPC**
- Exhibit E – Lot Mix Exhibit**

I. Introduction

Heritage will be developed on approximately ±188.943 acres of undeveloped land in the City of Dripping Springs. The subject property is located west of Ranch Road 12 and North of Sportsplex Drive, in Dripping Springs, Hays County, Texas. The project will encompass the construction of 595 detached single-family lots and 105 attached high-density residential units. A site location map is included in the appendix as *Exhibit A*. The overall lot mix map is included in the appendix as *Exhibit E*.

This report includes supporting documentation for the formation of the PID and the issuance of bonds by the City. The bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

II. Development Costs

An Engineers' Opinion of Probable Cost (OPC) has been prepared for all PID eligible offsite and onsite infrastructure. The Engineer's OPC is included as *Exhibit D*.

III. Development Improvements

Improvement Area #2 internal improvements are included in this report and defined in Section III.B. and shown in *Exhibit C-2*. Improvement Area #1, #3, and #4 internal improvements are excluded from this report. The Improvement Area #2 area is shown in *Exhibit B-2*. Major PID reimbursable improvements are shown in *Exhibit C-1*. PID eligible improvements descriptions are as follows:

A. Major Improvements

▪ *Roadway*

Improvements including mobilization, grading, erosion control, subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, signalization at the intersection of Ranch Road 12 and North Roger Hanks Parkway, and reinforcing steel for collector roadways and slip streets. 30% of the North Roger Hanks Parkway Offsite Extension cost shall be included as an eligible PID reimbursable cost.

▪ *Drainage*

Improvements including storm pipe, storm manholes, junction boxes, headwalls, area inlets, curb inlets, manhole casting adjustments, wet pond improvements, and trench safety program associated with drainage improvements.

▪ *Trails*

Includes improvements necessary to construct the 10' hike and bike trail that runs East to West along North Roger Hanks Parkway and improvements necessary to construct the 8' hike and bike trail that runs from the Northern overall property boundary to the Southern overall property boundary.

- *Landscaping*
Primary Entry Monumentation improvements at the intersection of Ranch Road 12 and North Roger Hanks Parkway is included.
- *Soft Costs*
Estimated to be 12% of hard costs, plus an additional 4% for construction management fee.

B. Improvement Area #2 Improvements

- *Roadway*
Improvements including mobilization, erosion control, grading, subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, and reinforcing steel for internal roadways.
- *Drainage*
Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, trenching and all other necessary appurtenances required to ensure proper drainage of the internal public roadways within improvement area #2.
- *Wastewater*
Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, and all other necessary appurtenances required to provide wastewater service to each parcel within improvement area #2.
- *Landscaping*
Landscaping improvements including plantings, and Improvement Area #2 Pocket Park.
- *Soft Costs*
Estimated to be 12% of hard costs, plus an additional 4% for construction management fee.

IV. DEVELOPMENT SCHEDULE

a. Design Stage

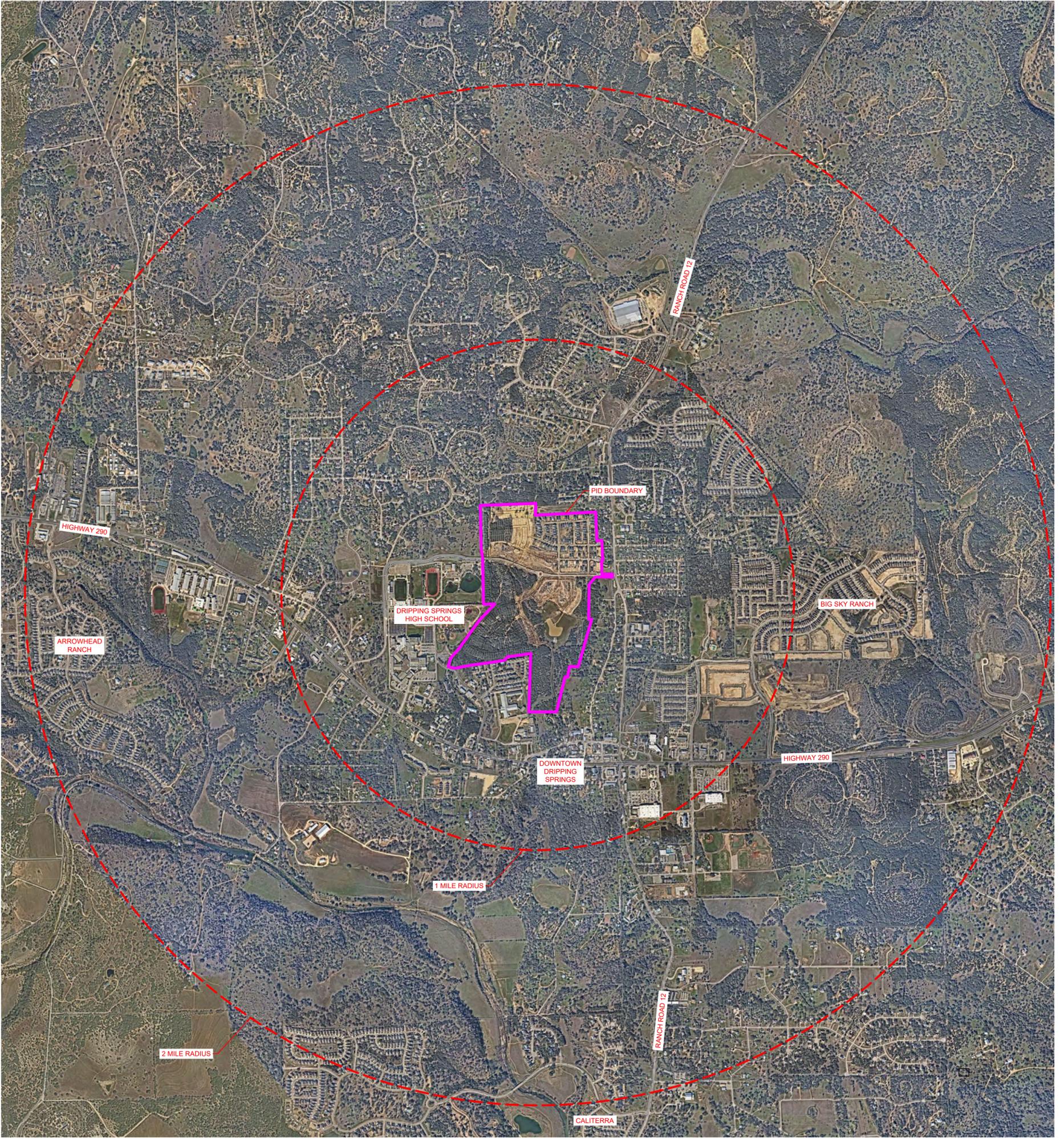
The preliminary plan for the entire PID district is approved by the City of Dripping Springs. The construction drawings for improvement area #2 are approved by the City of Dripping Springs and TCEQ. Improvement area #2 includes 160 single family lots, 8' trail, and a section of Great Sequoia Lane.

b. Construction Stage

Improvement Area #2 internal improvements are under construction as of April 2024 with completion of all Improvement Area #2 internal improvements projected to be complete by the end of June 2024. All Major Improvements located in Improvement Area #2 have been constructed. All PID eligible major improvements within the district are scheduled to be complete within 3 years of the date of this engineer's report.

Exhibit A

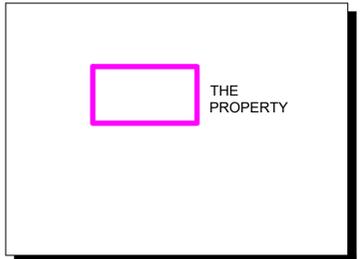
Heritage Location Map



Plotted By: Flynn, Alyssa Date: February 07, 2024 11:26:12am File Path: K:\US_Civil\Civil\067783117-Heritage-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\20221205 - PID Exhibits-EX-B-2 (Alex Version) - IAC.dwg
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EXHIBIT B - THE PROPERTY

Heritage Location Map



Dripping Springs, Texas
FEBRUARY 2024

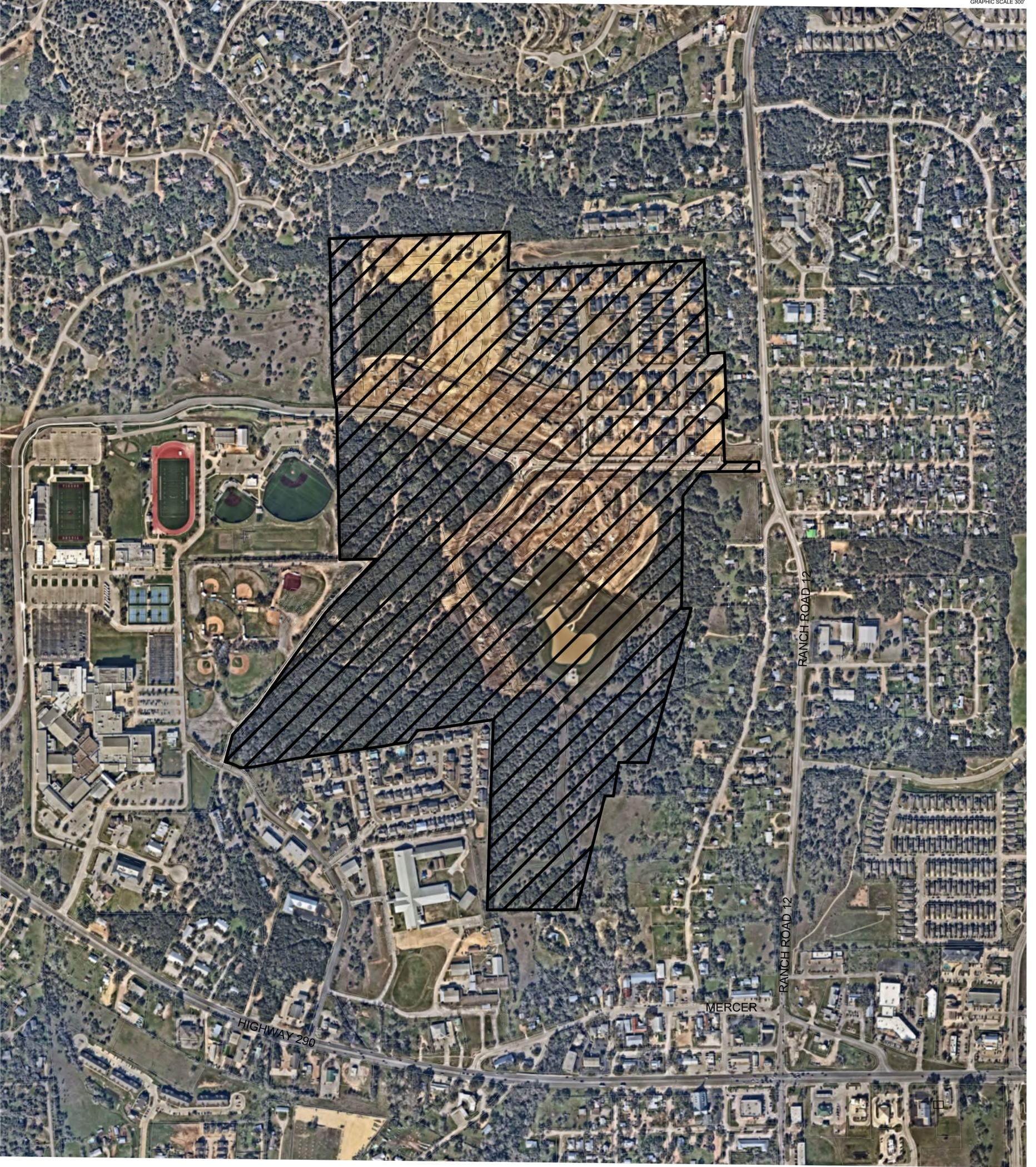
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Exhibit B

Property



0 300' 600'
GRAPHIC SCALE 300'



Plotted By: Flynn, Alyssa Date: February 07, 2024 11:35:47am File Path: K:\AUS_Civil\087853117-Heritage-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\2022\205 - PID Exhibits-EX-B-2 (Alex Version) - 1A2.dwg
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EXHIBIT B - THE PROPERTY

Heritage PID Boundary



Dripping Spring, Texas
February 2024

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Exhibit B-2

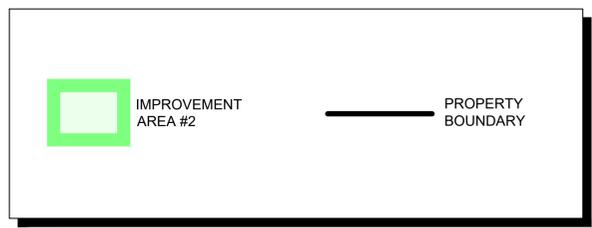
Improvement Area #2



Plotted By: Flynn, Alyssa Date: February 07, 2024 02:36:43pm File Path: K:\AUS_Civil\067763117-Heritage-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\20221205 - PID Exhibits-EX-B-2 (Alex Version) - IAZ.dwg
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EXHIBIT B-2 Heritage PID Improvement Area #2 Map

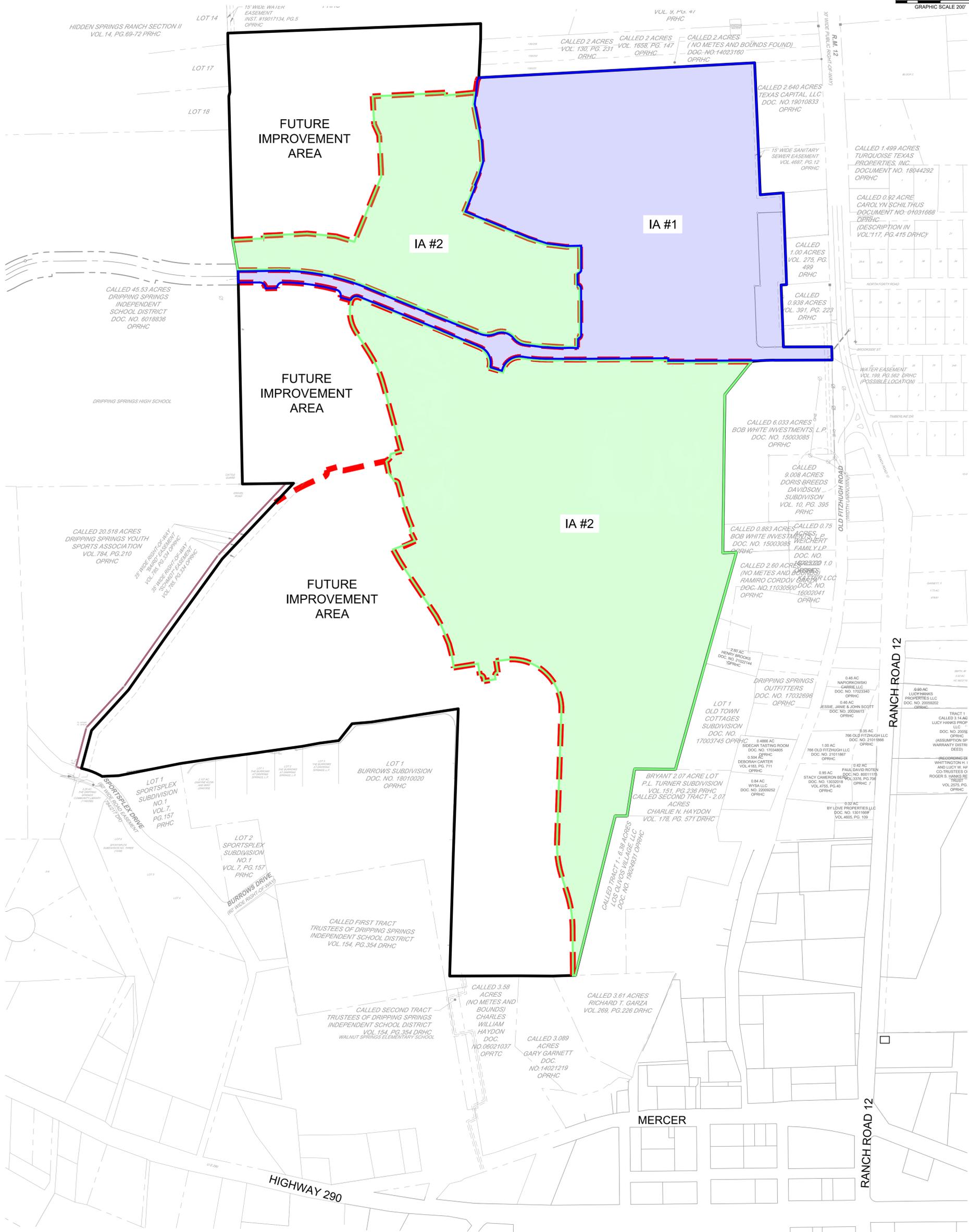
Dripping Spring, Texas
February 2024



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Exhibit B-2

Improvement Area Boundary Map



Plotted By: Flynn, Alyssa Date: March 18, 2024 03:03:05pm File Path: K:\GIS\Civil\067763117-Heights-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\20230410 - Exhibit F - IAK.dwg
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EXHIBIT B-3

Improvement Area Boundary Map



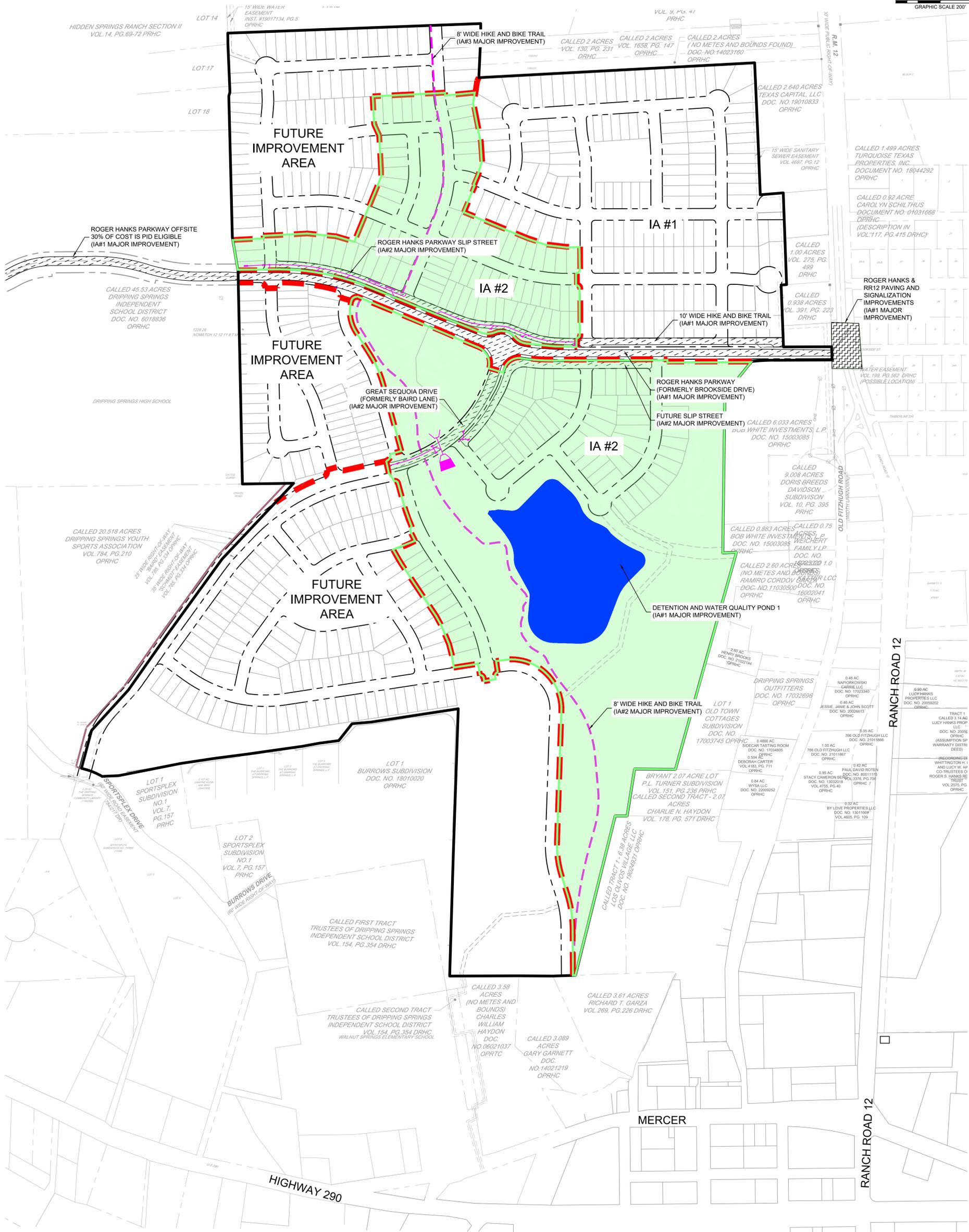
Dripping Spring, Texas
March 2024



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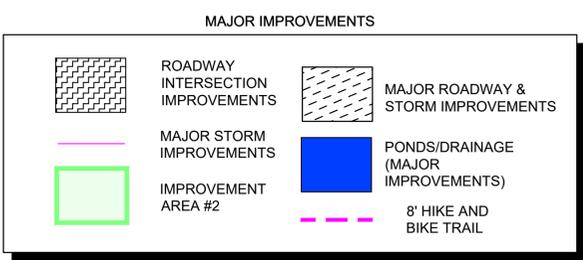
Exhibit C-1

Major Improvements Map



Plotted By: Flynn, Alyssa Date: March 18, 2024 02:58:56pm File Path: K:\GIS\Civil\067763117-Heights-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\20230410 - Exhibit F - IAK2.dwg

EXHIBIT C-1 Major Improvements Map



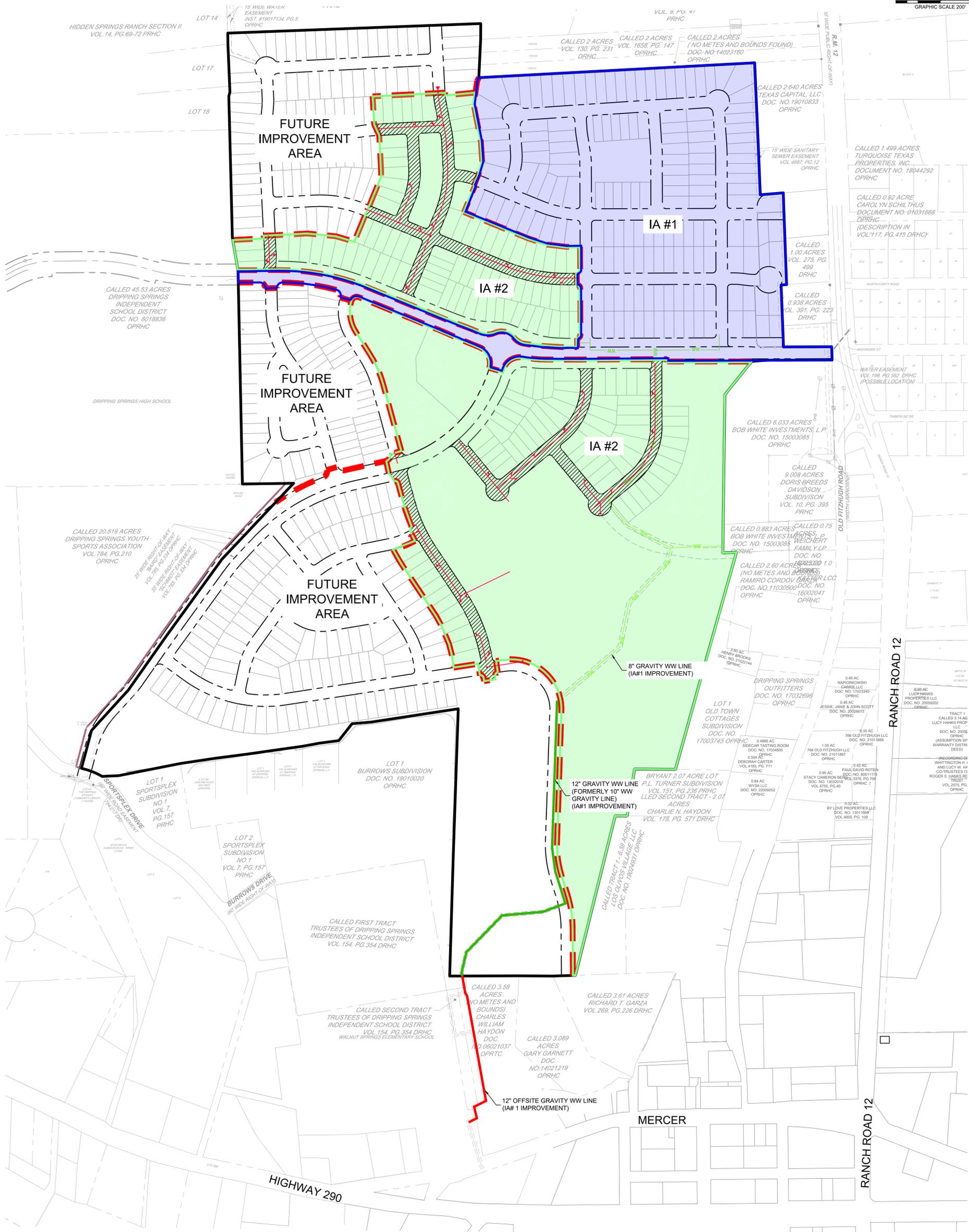
Dripping Spring, Texas
March 2024



NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

Exhibit C-2

Improvement Area #2 Improvements Map



Plotted By: Flynn, Alyssa Date: March 18, 2024 03:01:46pm File Path: K:\AUS_Civil\067763117-Header\067763117-Header.dwg - Exhibit F - IA2.dwg
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EXHIBIT C-2

Improvement Area #2

Improvements Map

Dripping Spring, Texas
March 2024

IMPROVEMENT AREA IMPROVEMENTS	
	ROADWAY, STORM & WASTEWATER INTERNAL IMPROVEMENT AREA #1 ELIGIBLE IMPROVEMENTS
	IMPROVEMENT AREA #2
	PROPERTY BOUNDARY
	PHASE LINE
	12" WW LINE
	12" OFFSITE WW LINE
	8" WW LINE
	STORM IMPROVEMENTS



NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

Exhibit D

Engineer's OPC

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - HERITAGE DRIPPING SPRINGS
KIMLEY-HORN AND ASSOCIATES
25-Jul-24

	TOTAL ACREAGE	ESTIMATED LOTS	ROADWAY	DRAINAGE	WASTEWATER	TRAILS AND LANDSCAPING	SUBTOTAL	PROJECT MANAGEMENT (4%)	ENGINEERING DESIGN & SURVEY (12%)	TOTAL COST
IMPROVEMENT AREA #1 IMPROVEMENTS	37.07	158	\$1,220,991	\$645,408	\$1,644,140	\$833,737	\$4,344,277	\$173,771	\$521,313	\$5,039,361
IMPROVEMENT AREA #2 IMPROVEMENTS	75.57	160	\$1,898,122	\$1,604,672	\$1,317,125	\$624,657	\$5,444,575	\$217,783	\$653,349	\$6,315,707
TOTAL MAJOR IMPROVEMENTS (IA#1, IA#2, IA#3, IA#4)	188.94	700	\$6,136,773	\$3,184,075		\$482,499	\$9,803,346	\$392,134	\$1,176,402	\$11,371,881

1. Review all notes and assumptions . These OPC's are not intended for basing financial decisions, or securing funding. Since Kimley-Horn & Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, any and all opinions as to the cost herei including but not limited to opinions as to the costs of construction materials, shall be made on the basis of experience and best available data. Kimley-Horn & Associates, Inc. cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions on costs shown herein. The total costs and other numbers in this Opinion of Probable Cost have not bee rounded. This practice of not rounding is not intended to reflect or imply a level of certainty with respect to accuracy of the amount.

2. Water and wastewater service is available at the site.

3. A pocket park in Improvement Area #2 is included in this OPC.

4. Cost for primary entry features are included in this OPC as a Major Improvement. All other entry signage were included in Improvement Area #1 Improvements.

5. Legal, marketing, financing, closing costs, cost of sales, HOA funding, overhead, maintenance, insurance, etc. are not included.

6. This OPC is preliminary and is prepared without the benefit of all record drawings, franchise utility communication, city communication, etc.

7. Soft Cost Included in this OPC:

Project Management fee of 4% of the hard costs.

Engineering Design & Survey fee of 12% of the hard costs.

8. Majority of unit prices are based on similar single family development in the area.

9. This OPC assumes that 30% of the cost to construct "Roger Hanks Parkway Extension (Offsite)" is PID eligible. The PID eligible portion of the cost for Roger Hanks Parkway Extension was included in the Improvement Area #1 Major Roadway improvements.

10. Questions regarding this OPC should be directed to Kimley-Horn and Associates, Alex Granados, (512) 782-0602.

11. The "Authorized Cost" of Major Improvements in Improvement Area #2 shall be 25.61290999% of the total cost of construction of all Major Improvements in the district.

12. The "Authorized Cost" of Improvement Area Improvements within Improvement Area #2 shall be 100% of the total cost of construction.

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS
Improvement Area #2



Date Prepared: 03/1/2024
 Date Exhibit: 03/1/2024
 Project: Heritage Dripping Springs
 Client: M/I Homes of Austin
 KHA Job Number: 067783117
 Prepared By: Alyssa Flynn
 Reviewed By: Adam Davis

Total Acreage: 75.57
 Total Disturbed: 47
 Lots: 160
 LF Internal Residential: 0
 LF of Alley Roadway: 0
 LF PID Eligible Slip Street: 2527
 LF PID Eligible Residential Roadway: 6442
 LF PID Eligible Collector Roadway: 693

INTERNAL PID

A. MOBILIZATION AND CLEARING (INCLUDED IN ROADWAY IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
1	MOBILIZATION	1	LS	\$ 61,061.11	\$ 61,061.11
2	SITE PREPARATION TO REMOVE TREES, STUMPS, VEGETATION, RUBBISH, DEBRIS, ORGANIC MATTER, AND OTHER OBJECTIONABLE MATERIAL PER THE SPECIFICATIONS AND MAINTAIN POSITIVE DRAINAGE FOR THE ENTIRE SITE. INCLUDES DISPOSAL OF CLEARED MATERIAL.	40.57	AC	\$ 3,143.65	\$ 127,537.88
3	DEMOLITION OF ALL EXISTING STRUCTURES AND INFRASTRUCTURE AS SHOWN ON DEMOLITION SHEETS OF CONSTRUCTION PLANS, TO	1	LS	\$ 16,260.25	\$ 16,260.25
					Subtotal \$ 204,859.24

B. EROSION AND SEDIMENTATION CONTROL (INCLUDED IN ROADWAY IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
4	STAGING AND TEMPORARY SPOILS AREA, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 1,647.65	\$ 3,295.30
1	ROCK BERM, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	171	LF	\$ 28.18	\$ 4,818.78
5	REVEGETATION OF RIGHT-OF-WAY WITH HYDROMULCH SEEDING, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	13,638	SY	\$ 1.73	\$ 23,593.74
6	SILT FENCE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	12,187	LF	\$ 4.38	\$ 53,379.06
7	CONCRETE WASHOUT AREA, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 704.61	\$ 704.61
8	CURB INLET PROTECTION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	31	EA	\$ 102.98	\$ 3,192.38
					Subtotal \$ 88,983.87

C. STORM WATER & DRAINAGE (INCLUDED IN DRAINAGE IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
9	18" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1,464	LF	\$ 67.58	\$ 98,937.12
10	24" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1,581	LF	\$ 85.23	\$ 134,748.63
11	30" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	829	LF	\$ 116.77	\$ 96,802.33
12	36" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	432	LF	\$ 153.91	\$ 66,489.12
13	4x3' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	563	LF	\$ 329.19	\$ 185,333.97
14	7x3' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	300	LF	\$ 579.51	\$ 173,853.00
15	7x4' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	726	LF	\$ 642.71	\$ 466,607.46
16	8x4' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	47	LF	\$ 799.05	\$ 37,555.35
17	STANDARD HEADWALL AND ENERGY DISSIPATORS, 18" PIPE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 5,476.54	\$ 5,476.54
18	STANDARD HEADWALL AND ENERGY DISSIPATORS, 36" PIPE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 7,225.88	\$ 7,225.88
19	STANDARD STORM MANHOLE, 4' DIA., COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 4,426.25	\$ 4,426.25
20	STANDARD STORM MANHOLE, 5' DIA., COMPLETE IN PLACE AS DETAILED AND SPECIFIED	9	EA	\$ 5,619.49	\$ 50,575.41
21	STANDARD STORM MANHOLE, 6' DIA., COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 6,976.30	\$ 6,976.30
22	10'X5' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 15,620.09	\$ 15,620.09
23	9'X5' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 15,029.91	\$ 15,029.91
24	9'X4' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 14,327.10	\$ 14,327.10
25	REMOVE PLUG AND CONNECT TO EXISTING 36" RCP	1	EA	\$ 1,256.18	\$ 1,256.18
26	REMOVE PLUG AND CONNECT TO EXISTING 30" RCP	2	EA	\$ 1,256.18	\$ 2,512.36
27	END AND PLUG FOR FUTURE CONNECTION	3	EA	\$ 1,488.94	\$ 4,466.82
28	REMOVE 9'X4' RCB PLUG AND CONNECT TO EXISTING	1	EA	\$ 2,652.64	\$ 2,652.64
29	10' CURB INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	31	EA	\$ 6,142.63	\$ 190,421.53
30	4'X4' AREA INLET, COMPLETE AND IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 4,610.61	\$ 9,221.22
31	ADJUST MANHOLE CASTINGS TO GRADE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	14	EA	\$ 552.79	\$ 7,739.06
32	TRENCH SAFETY SYSTEM,, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	5,942	LF	\$ 1.08	\$ 6,417.36
					Subtotal \$ 1,604,671.63

D. WASTEWATER (INCLUDED IN WASTEWATER IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
33	8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER (ALL DEPTHS) - COMPLETE IN PLACE AS DETAILED AND SPECIFIED	7,902	LF	\$ 62.83	\$ 496,482.66
34	4' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE - COMPLETE IN PLACE AS DETAILED AND SPECIFIED	44	EA	\$ 6,899.17	\$ 303,563.48
35	WASTEWATER MANHOLE STANDARD RING AND COVER, INCLUDING ADJUSTMENT TO FINISHED GRADE COMPLETE IN PLACE AS	44	EA	\$ 1,003.37	\$ 44,148.28
36	COATING FOR WASTEWATER MANHOLES COMPLETE IN PLACE AS DETAILED AND SPECIFIED	44	EA	\$ 1,487.27	\$ 65,439.88
37	DOUBLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	71	EA	\$ 3,968.92	\$ 281,793.32
38	SINGLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	18	EA	\$ 3,045.04	\$ 54,810.72
37	EXISTING MANHOLE CASTING ADJUSTMENT TO FINISHED GRADE COMPLETE IN PLACE AS DETAILED AND SPECIFIED ALONG	4	EA	\$ 3,023.48	\$ 12,093.92
37	CORE INTO EXISTING MANHOLE AND CONNECT PROPOSED 8" WASTEWATER LINE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 3,341.24	\$ 6,682.48
38	8" WASTEWATER PLUG, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	5	EA	\$ 506.62	\$ 2,533.10
39	REMOVE PLUG AND CONNECT TO EXISTING WASTEWATER LINE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	3	EA	\$ 2,638.66	\$ 7,915.98
38	16" STEEL ENCASUREMENT, TO INCLUDE ALL APPURTENANCES NOT SPECIFIED IN THIS BID BUT NOT LIMITED TO FITTINGS AND TESTING,	103	LF	\$ 169.72	\$ 17,481.16
39	TESTING	7,902	LF	\$ 1.98	\$ 15,645.96
40	TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	7,902	LF	\$ 1.08	\$ 8,534.16
					Subtotal \$ 1,317,125.10

E. EARTHWORK/GRADING (INCLUDED IN ROADWAY IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
41	EXCAVATION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED WITHIN ROW	10891	CY	\$ 5.58	\$ 60,771.78
42	EMBANKMENT, INCLUDING SPREADING AND COMPACTION OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED WITHIN ROW	6126	CY	\$ 3.74	\$ 22,911.24
43	EXCAVATION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED OUTSIDE OF ROW	43731	CY	\$ 5.58	\$ 244,018.98
44	EMBANKMENT, INCLUDING SPREADING AND COMPACTION OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED OUTSIDE OF ROW	42801	CY	\$ 3.74	\$ 160,075.74
45	IMPORT OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	0	CY	\$ -	\$ -
46	EXPORT OF EXCESS MATERIAL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	0	CY	\$ -	\$ -
					Subtotal \$ 487,777.74

F. PAVING (INCLUDED IN ROADWAY IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
47	SUB GRADE PREPARATION - COMPLETE IN PLACE AS DETAILED AND SPECIFIED	25,450	SY	\$ 1.94	\$ 49,373.00
48	8" CRUSHED LIMESTONE BASE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	25,450	SY	\$ 13.97	\$ 355,536.50
49	HOT MIX ASPHALT CONCRETE PAVEMENT, 2.0 INCH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	18,994	SY	\$ 16.43	\$ 312,071.42
50	6" CONCRETE CURB AND GUTTER, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	11,846	LF	\$ 18.21	\$ 215,715.66
51	CONCRETE SIDEWALKS, 4 INCH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1,681	SY	\$ 49.35	\$ 82,957.35
52	SIDEWALK CURB RAMP, TYPE 1B, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	28	EA	\$ 1,115.92	\$ 31,245.76
					Subtotal \$ 1,046,899.69

G. MISCELLANEOUS (INCLUDED IN ROADWAY IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
53	TRAFFIC SIGNS, (STOP SIGN W/STREET NAME SIGNS), COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LS	\$ 4,888.91	\$ 4,888.91
54	NOVARA ML 450 LVC 3000K TYPE II STREET LIGHT	10	EA	\$ 5,227.30	\$ 52,273.00
55	STREET END BARRICADE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	9	EA	\$ 1,111.12	\$ 10,000.08
56	MISCELLANEOUS THERMOPLASTIC STRIPING (CROSSWALKS, STOP BARS), COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LS	\$ 2,439.04	\$ 2,439.04
					Subtotal \$ 69,601.03

H. LANDSCAPING/AMENITIES PID ELIGIBLE (INCLUDED IN TRAILS/LANDSCAPING IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
57	PERFECT CUTS LANDSCAPING	1	LS	\$ 624,656.84	\$ 624,656.84
					Subtotal \$ 624,656.84

SUMMARY OF ESTIMATED PROJECT COSTS

	DESCRIPTION	TOTAL COST
A.	MOBILIZATION AND CLEARING (INCLUDED IN ROADWAY IN SUMMARY)	\$ 204,859.24
B.	EROSION AND SEDIMENTATION CONTROL (INCLUDED IN ROADWAY IN SUMMARY)	\$ 88,983.87
C.	STORM WATER & DRAINAGE (INCLUDED IN DRAINAGE IN SUMMARY)	\$ 1,604,671.63
D.	WASTEWATER (INCLUDED IN WASTEWATER IN SUMMARY)	\$ 1,317,125.10
E.	EARTHWORK/GRADING (INCLUDED IN ROADWAY IN SUMMARY)	\$ 487,777.74
F.	PAVING (INCLUDED IN ROADWAY IN SUMMARY)	\$ 1,046,899.69
G.	MISCELLANEOUS (INCLUDED IN ROADWAY IN SUMMARY)	\$ 69,601.03
H.	LANDSCAPING/AMENITIES PID ELIGIBLE (INCLUDED IN TRAILS/LANDSCAPING IN SUMMARY)	\$ 624,656.84
	Project Subtotal	\$ 5,444,575.14
	Contingency (10%)	\$ 544,457.51
	Total Estimated Project Costs	\$ 5,989,032.65
	Cost per lot	34,028.59

MAJOR PID IMPROVEMENTS

A. MOBILIZATION AND CLEARING (INCLUDED IN ROADWAY IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
1	MOBILIZATION	1	LS	\$ 59,760.20	\$ 59,760.20
2	SITE PREPARATION TO REMOVE TREES, STUMPS, VEGETATION, RUBBISH, DEBRIS, ORGANIC MATTER, AND OTHER OBJECTIONABLE MATERIAL PER THE SPECIFICATIONS AND MAINTAIN POSITIVE DRAINAGE FOR THE ENTIRE SITE. INCLUDES DISPOSAL OF CLEARED MATERIAL.	5.2	AC	\$ 3,143.65	\$ 16,284.11
					Subtotal \$ 76,044.31

B. EROSION AND SEDIMENTATION CONTROL (INCLUDED IN ROADWAY IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
3	STABILIZED CONSTRUCTION ENTRANCE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 1,099.65	\$ 2,199.30
4	REVEGETATION OF RIGHT-OF-WAY WITH HYDROMULCH SEEDING, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	7,066	SY	\$ 1.73	\$ 12,224.18
5	SILT FENCE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	821	LF	\$ 4.38	\$ 3,595.98
6	ROCK BERM, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	28	LF	\$ 48.78	\$ 1,365.84
7	CURB INLET PROTECTION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	11	EA	\$ 102.98	\$ 1,132.78
Subtotal					\$ 20,518.08

C. STORM WATER & DRAINAGE (INCLUDED IN DRAINAGE IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
8	18" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	351	LF	\$ 66.82	\$ 23,453.82
9	30" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	58	LF	\$ 114.17	\$ 6,621.86
10	36" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	754	LF	\$ 156.19	\$ 117,767.26
11	4'X3' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	98	LF	\$ 322.03	\$ 31,558.94
12	6'X3' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	634	LF	\$ 585.05	\$ 370,921.70
13	7'X3' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	243	LF	\$ 524.96	\$ 127,565.28
14	6'X6' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LF	\$ 8,504.05	\$ 8,504.05
15	9'X4' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LF	\$ 15,636.96	\$ 15,636.96
16	9'X5' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LF	\$ 15,438.22	\$ 15,438.22
17	10'X10' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LF	\$ 25,157.02	\$ 25,157.02
18	STANDARD HEADWALL PER TXDOT DETAIL FW-0, TO INCLUDE RIP RAP, 6'X3' PIPE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 49,595.19	\$ 49,595.19
19	STANDARD HEADWALL PER TXDOT DETAIL FW-0, 6'X3' PIPE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 25,927.50	\$ 25,927.50
20	STANDARD HEADWALL PER TXDOT DETAIL SW-0, 4'X3' PIPE, TO INCLUDE SAFETY END TREATMENT, COMPLETE IN PLACE AS DETAILED	1	EA	\$ 11,483.20	\$ 11,483.20
21	STANDARD STORMWATER MANHOLE, 5 FOOT DIA., COMPLETE IN PLACE AS DETAILED AND SPECIFIED	5	EA	\$ 5,420.47	\$ 27,102.35
22	BRICK PLUG FOR 30" STORM SEWER FUTURE CONNECTION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 2,761.05	\$ 2,761.05
23	10' CURB INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	11	EA	\$ 5,797.52	\$ 63,772.72
24	ADJUST MANHOLE CASTINGS TO GRADE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	9	EA	\$ 495.08	\$ 4,455.72
25	TRENCH SAFETY SYSTEM, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2,138	LF	\$ 1.08	\$ 2,309.04
Subtotal					\$ 930,031.88

D. EARTHWORK/GRADING (INCLUDED IN ROADWAY IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
26	EXCAVATION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED WITHIN ROW	2399	CY	\$ 5.58	\$ 13,386.42
27	EMBANKMENT, INCLUDING SPREADING AND COMPACTION OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED WITHIN ROW	6198	CY	\$ 3.74	\$ 23,180.52
28	EXCAVATION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED OUTSIDE OF ROW	62	CY	\$ 5.58	\$ 345.96
29	EMBANKMENT, INCLUDING SPREADING AND COMPACTION OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED OUTSIDE OF ROW	801	CY	\$ 3.74	\$ 2,995.74
30	IMPORT OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	0	CY	\$ -	\$ -
31	EXPORT OF EXCESS MATERIAL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	0	CY	\$ -	\$ -
Subtotal					\$ 39,908.64

E. ROADWAY (INCLUDED IN ROADWAY IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
32	SUB GRADE PREPARATION -- COMPLETE IN PLACE AS DETAILED AND SPECIFIED	11,266	SY	\$ 1.94	\$ 21,856.04
33	16" CRUSHED LIMESTONE BASE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	3,291	SY	\$ 26.58	\$ 87,474.78
34	8" CRUSHED LIMESTONE BASE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	7,975	SY	\$ 13.97	\$ 111,410.75
35	HOT MIX ASPHALT CONCRETE PAVEMENT, 2.5 INCH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2,390	SY	\$ 20.11	\$ 48,062.90
36	HOT MIX ASPHALT CONCRETE PAVEMENT, 2.0 INCH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	5,238	SY	\$ 16.43	\$ 86,060.34
37	6" CONCRETE CURB AND GUTTER, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	6,412	LF	\$ 18.21	\$ 116,762.52
38	CONCRETE SIDEWALKS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	732	SY	\$ 49.35	\$ 36,124.20
39	SIDEWALK CURB RAMP, TXDOT TYPE 1, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	8	EA	\$ 1,115.92	\$ 8,927.36
40	SIDEWALK CURB RAMP, TXDOT TYPE 7, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 1,115.92	\$ 2,231.84
41	SIDEWALK CURB RAMP, TXDOT TYPE 21, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 1,115.92	\$ 2,231.84
42	SIDEWALK CURB RAMP, TYPE 1B, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	3	EA	\$ 1,115.92	\$ 3,347.76
Subtotal					\$ 524,490.33

F. MISCELLANEOUS (INCLUDED IN ROADWAY IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
43	TRAFFIC SIGNS, (STOP SIGN W/ STREET NAME SIGNS), COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LS	\$ 4,888.91	\$ 4,888.91
44	NOVARA ML 450 LVC 3000K TYPE II STREET LIGHT	3	EA	\$ 5,227.30	\$ 15,681.90
45	STREET END BARRICADE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 1,111.12	\$ 2,222.24
46	MISCELLANEOUS THERMOPLASTIC STRIPING (CROSSWALKS, STOP BARS), COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LS	\$ 1,300.82	\$ 1,300.82
Subtotal					\$ 24,093.87

G. TRAILS

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
47	8' SHARED USE PATH SIDEWALK, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	3,917	SY	\$ 49.48	\$ 193,813.16
Subtotal					\$ 193,813.16

SUMMARY OF MAJOR INFRASTRUCTURE

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
A.	MOBILIZATION AND CLEARING (INCLUDED IN ROADWAY IN SUMMARY)				\$ 76,044.31
B.	EROSION AND SEDIMENTATION CONTROL (INCLUDED IN ROADWAY IN SUMMARY)				\$ 20,518.08
C.	STORM WATER & DRAINAGE (INCLUDED IN DRAINAGE IN SUMMARY)				\$ 930,031.88
D.	EARTHWORK/GRADING (INCLUDED IN ROADWAY IN SUMMARY)				\$ 39,908.64
E.	ROADWAY (INCLUDED IN ROADWAY IN SUMMARY)				\$ 524,490.33
F.	MISCELLANEOUS (INCLUDED IN ROADWAY IN SUMMARY)				\$ 24,093.87
G.	TRAILS				\$ 193,813.16
Project Subtotal					\$ 1,808,900.27

Exhibit E

Lot Mix Exhibit

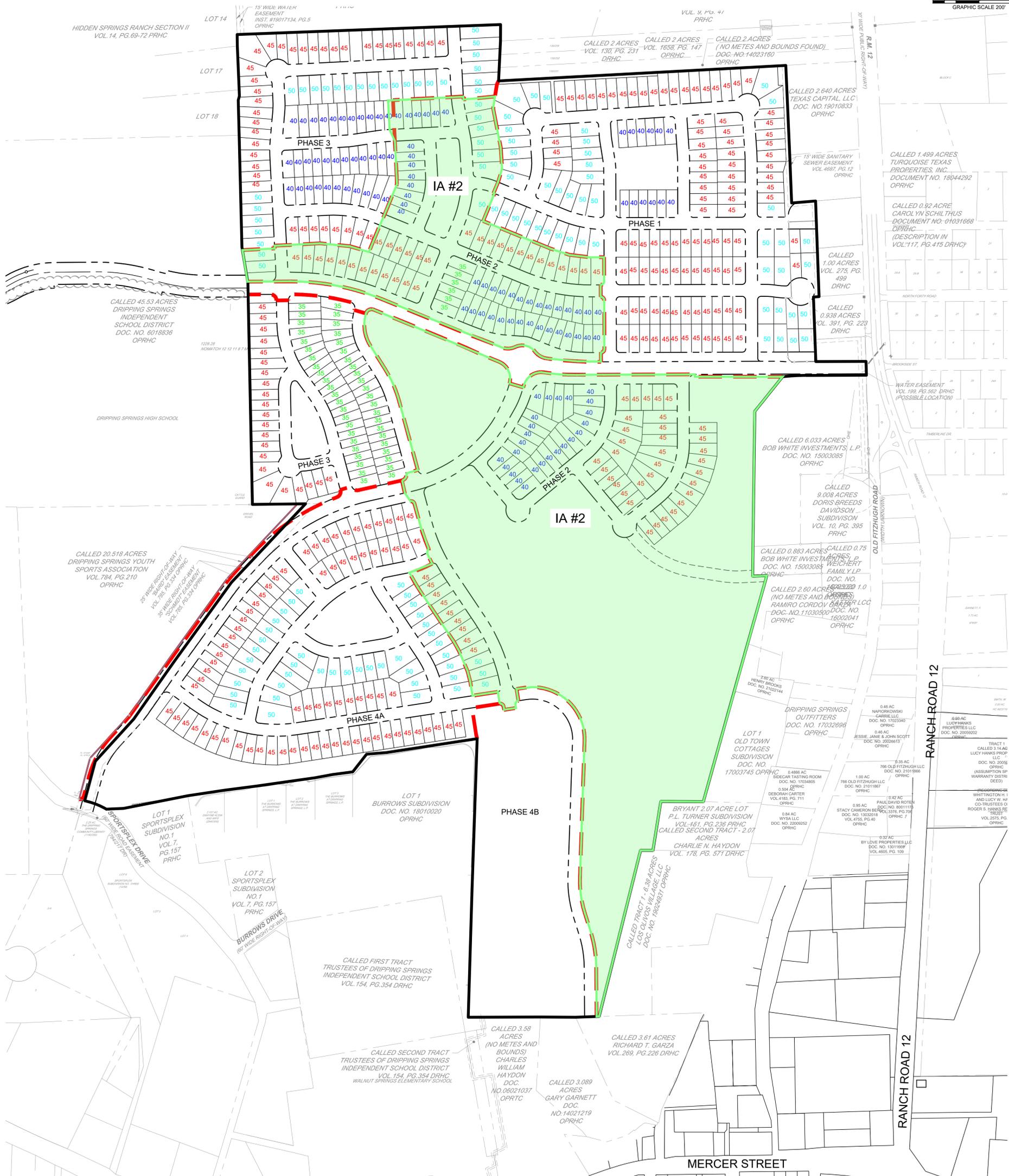
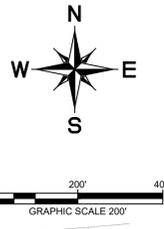
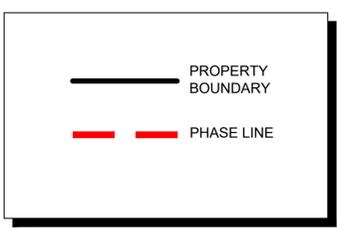


EXHIBIT E

HERITAGE PDD Compliant Overall Residential Lot Size Exhibit

Dripping Spring, Texas
March 2024

HERITAGE PDD COMPLIANT RESIDENTIAL LOT MIX							
Medium Density Detached							
Product	Phase 1	Phase 2	Phase 3	Phase 4A	Phase 4B	Lots	Percent
40's	12	14	34			60	12%
45's	100	74	59	75		308	63%
50's	46	12	25	39		122	25%
Subtotal MDD	158	100	118	114	0	490	70%
High Density Detached							
Product						Lots	Percent
35's		6	45			51	49%
40's		54				54	51%
Subtotal HDD	0	60	45	0	0	105	15%
High Density Attached							
Product						Lots	Percent
MF						105	15%
Total Lots	158	160	163	114	105	700	



NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

Plotted By: Flynn, Alyssa Date: March 21, 2024 09:26:06am File Path: K:\JUS_Civil\067763117-Heritage-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\Overall Lotting Exhibit - IA2.dwg
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Please do not disseminate or use this information without written authorization and adaptation by Kinney-Horn and Associates, Inc.

EXHIBIT B

CITY OF DRIPPING SPRINGS, TEXAS NOTICE OF PUBLIC HEARING

TO CONSIDER PROPOSED ASSESSMENTS TO BE LEVIED AGAINST PROPERTY IN IMPROVEMENT AREA #2 OF THE HERITAGE PUBLIC IMPROVEMENT DISTRICT

Notice is given that the City Council of Dripping Springs, Texas will conduct a public hearing on Tuesday, September 17, 2024, during the regular City Council meeting beginning at 6:00 P.M. Information about how to participate in the public hearing is provided below. The purpose of the public hearing is to hear and pass on any objections to the assessments proposed to be levied against assessable property located within Improvement Area #2 ("Improvement Area #2") of the Heritage Public Improvement District (the "District") pursuant to Chapter 372 of the Texas Local Government Code. Written and oral objections will be considered at the hearing.

1. General Nature of Improvements – The public improvements for the District (the "Authorized Improvements") may consist of one or more of the public improvements included in Section 372.003(b) of the Act. The general nature of the Authorized Improvements are: (i) the establishment of parks and open space, and the design and construction of ancillary structures, features, or amenities such as trails, pavilions, irrigation, walkways, lighting, benches, trash receptacles and other similar items; (ii) landscaping; (iii) acquisition, construction, and improvement of water (if any of the water infrastructure serving the property becomes eligible to be a public improvement because the water service provider becomes a governmental entity), wastewater and drainage, detention and water quality facilities; (iv) acquisition, construction, and improvement of streets, roadways, rights-of-way, signalization and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i)-(vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i)-(vii) above, including costs of establishing, administering, and operating the District.

The property within the District is expected to be developed in multiple phases, with certain improvements that will benefit and serve all of the property within the District, and certain improvements that will benefit and serve only the property within each phase (an "Improvement Area"). Improvement Area #2 is anticipated to include (i) acquisition, construction, and/or improvement of streets, roadways, rights-of-way and related facilities; (ii) acquisition, construction, and/or improvement of wastewater and drainage facilities; (iii) landscaping improvements, including plantings, parks and open space, fencing and signage; and (iv) the payment of costs associated with the public improvements described herein (collectively, the "Improvement Area #2 Improvements"). Assessments are only presently proposed for Improvement Area #2, and no assessments will be considered at the public hearing for future Improvements Areas.

2. Estimated Costs of the Improvement Area #2 Improvements – The estimated costs of the proposed Improvement Area #2 Improvements are approximately \$10,800,000 (including

issuance and other financing costs). The exact amount will be provided in the approved Service and Assessment Plan.

3. Proposed Estimated Assessments – The proposed estimated assessments on property within Improvement Area #2 of the District is approximately the amount of \$6,873,000.

4. Boundaries of the District. The District includes approximately 188.943 acres of land generally located west of Ranch Road 12, northeast of Sportsplex Drive and approximately one mile north of Highway 290. Improvement Area #2, comprised of approximately 75.57 acres and is located within the boundaries of the District as shown below.

5. How to Participate in the Public Hearing – The public hearing will be held during the regular City Council meeting on the date and commencing at the time stated above, at the City Council Chambers, 511 Mercer Street, Dripping Springs, Texas 78620. The agenda for the City Council meeting and information regarding how to participate in the public hearing is available at <https://www.cityofdrippingsprings.com/site-home/pages/minutes-and-agendas> or by calling the City Secretary's Office at 512-858-4725. The proposed Service and Assessment Plan and Assessment Roll are available for public inspection at the Office of the City Secretary, 511 Mercer Street, Dripping Springs, Texas 78620, and online by selecting the agenda item for this matter from the link provided above. During the public hearing, any interested person may raise objections to the assessments proposed to be levied against assessable property located in the District.



As noted on the map, the boundary between the Improvement Area #2 and the surrounding areas is shown in black. The boundary between the Improvement Area #2 and the surrounding areas is shown in black. The boundary between the Improvement Area #2 and the surrounding areas is shown in black.

Exhibit B

Heritage Public Improvement District

PRELIMINARY 2024 AMENDED AND RESTATED SERVICE AND
ASSESSMENT PLAN

AUGUST 20, 2024



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INTRODUCTION

Capitalized terms used in this 2024 Amended and Restated Service and Assessment Plan shall have the meanings given to them in Section I unless otherwise defined in this 2024 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section” or an “Exhibit” shall be a reference to a Section of this 2024 Amended and Restated Service and Assessment Plan, or an Exhibit attached to and made a part of this 2024 Amended and Restated Service and Assessment Plan for all purposes.

On November 14, 2017, the City passed and approved Resolution No. 2017-74 authorizing the creation of the District. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 188.943 acres located within the City, as described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**.

On June 6, 2023, the City Council approved the 2023 Service and Assessment Plan and levied Assessments to finance the Authorized Improvements to be constructed for the benefit of the Assessed Property within Improvement Area #1 of the District by approving the 2023 Assessment Ordinance. The 2023 Service and Assessment Plan identifies the Authorized Improvements to be provided by the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. The City also adopted an Assessment Roll for Improvement Area #1 of the District identifying the Assessment on each Lot within Improvement Area #1 of the District, based on the method of assessment identified in the 2023 Service and Assessment Plan.

On July 2, 2024, the City approved Ordinance No. 2024-25 approving the 2024 Annual Service Plan Update which updated the Improvement Area #1 Assessment Roll for 2024.

This 2024 Amended and Restated Service and Assessment Plan serves to amend and restate the 2023 Service and Assessment Plan in its entirety for the purposes of (1) identifying the Improvement Area #2 Authorized Improvements and the estimated costs thereof; (2) levying the Improvement Area #2 Assessments; (3) issuing the Improvement Area #2 Bonds; and (4) approving the Improvement Area #2 Assessment Roll.

The PID Act requires a Service Plan that covers a period of at least five years, defines the annual indebtedness and projected cost of the Authorized Improvements and includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV** and the form of notice is attached as **Exhibit Q**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay its share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit F**. The Improvement Area #2 Assessment Roll is included as **Exhibit H-1**. The Improvement Area #2 Assessment Roll by block and lot is included as **Exhibit H-2** for illustrative purposes only.

SECTION I: DEFINITIONS

“2023 Assessment Ordinance” means Ordinance No. 2023-17, which was passed and adopted by the City Council on June 6, 2023, which approved the levy of the Improvement Area #1 Assessments for Improvement Area #1 Assessed Property and the Improvement Area #1 Assessment Roll.

“2023 Service and Assessment Plan” means the 2023 Service and Assessment Plan adopted by the City pursuant to the 2023 Assessment Ordinance which identified the Improvement Area #1 Authorized Improvements and the estimated costs thereof, approved the levy of the Improvement Area #1 Assessments for Improvement Area #1 Assessed Property, and the Improvement Area #1 Assessment Roll.

“2024 Amended and Restated Service and Assessment Plan” means this 2024 Amended and Restated Service and Assessment Plan.

“2024 Annual Service Plan Update” means the Annual Service Plan Update adopted by the City by Ordinance No. 2024-25 on July 2, 2024, which updated the Improvement Area #1 Assessment Roll for 2024.

“2024 Assessment Ordinance” means Ordinance No. _____ which was passed and adopted by the City Council on _____, 2024, which approved the levy of the Improvement Area #2 Assessments for Improvement Area #2 Assessed Property and the Improvement Area #2 Assessment Roll.

“Actual Costs” mean, with respect to the Authorized Improvements, the actual costs paid or incurred by or on behalf of the Owner: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities. Actual Costs shall not include general contractor’s fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded

from the amount upon which the general contractor and construction management fees are calculated.

“Additional Interest” means the amount collected by application of the Additional Interest Rate.

“Additional Interest Rate” means an additional interest rate not to exceed 0.50% that may be charged on Assessments securing PID Bonds, pursuant to Section 372.018 of the PID Act.

“Administrative Reserves” means the estimated first year Annual Collection Costs.

“Administrator” means the City or the person or independent firm designated by the City who shall have the responsibility provided in this 2024 Amended and Restated Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District.

“Annual Collection Costs” mean the actual or budgeted costs and expenses relating to collecting the Annual Installments, including, but not limited to, costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this 2024 Amended and Restated Service and Assessment Plan and the Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Installment” means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest related to PID Bonds, if applicable.

“Annual Service Plan Update” means an update to this 2024 Amended and Restated Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

“Appraisal District” means Hays Central Appraisal District.

“Assessed Property” means any Parcel within the District that benefits from an Authorized Improvement and on which an Assessment is levied.

“Assessment” means an assessment levied against a Parcel within the District and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment

Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

“Assessment Ordinance” means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment on the Assessed Property, as shown on the applicable Assessment Roll.

“Assessment Plan” means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, more specifically described in **Section V**.

“Assessment Roll” means one or more assessment rolls for the Assessed Property within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein, and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included as **Exhibit F**. The Improvement Area #2 Assessment Roll is included as **Exhibit H-1**. The Improvement Area #2 Assessment Roll by block and lot is included as **Exhibit H-2** for illustrative purposes only.

“Authorized Improvements” means improvements authorized by Section 372.003 of the PID Act as described in **Section III** and depicted on **Exhibit N, Exhibit O, and Exhibit P**.

“Bobwhite” means BobWhite Investments, L.P., a Texas limited partnership.

“Bond Issuance Costs” means the costs associated with issuing PID Bonds, if issued, including but not limited to attorney fees, financial advisory fees, consultant fees, initial trustee fee, appraisal fees, printing costs, publication costs, City costs, reserve fund requirements, underwriter’s discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

“City” means the City of Dripping Springs, Texas.

“City Council” means the governing body of the City.

“County” means Hays County, Texas.

“Delinquent Collection Costs” mean, for a Parcel, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2024 Amended and Restated Service and Assessment Plan, including costs and expenses to foreclose liens.

“Developer” means M/I Homes of Austin, LLC, an Ohio limited liability company, and its successors and assigns.

“District” means the Heritage Public Improvement District containing approximately 188.943 acres located within the City and shown on **Exhibit B-1** and more specifically described in **Exhibit A-1**.

“Estimated Buildout Value” means the estimated buildout value of an Assessed Property, assuming fully constructed horizontal and vertical improvements thereon, at the time Assessments are levied, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value. For the purposes of determining the allocation of Assessments between Lot Types in Future Improvement Areas, the Estimated Buildout Values shown on **Exhibit K** will not change.

“Financing and Reimbursement Agreement” means that certain Amended and Restated Heritage Public Improvement District Financing and Reimbursement Agreement by and between the Developer and the City, dated December 20, 2022.

“Future Improvement Areas” means approximately 76.30 acres located within the District, as shown on **Exhibit B-4** and more specifically described in **Exhibit A-4**.

“Improvement Area #1” means approximately 37.073 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-2**.

“Improvement Area #1 Annual Installment” means the annual installment payment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

“Improvement Area #1 Assessed Property” means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

“Improvement Area #1 Assessment” means an Assessment levied against Improvement Area #1 Assessed Property and imposed pursuant to the 2023 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit F**, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #1 Assessment Roll” means the Assessment Roll for the Improvement Area #1 Assessed Property and included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit F**, as updated, modified, or amended from time to time in accordance with the

procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update.

“Improvement Area #1 Authorized Improvements” mean the Improvement Area #1 Projects, the Administrative Reserves and Bond Issuance Costs related to the Improvement Area #1 Bonds.

“Improvement Area #1 Bonds” mean those certain “City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2023 (Heritage Public Improvement District Improvement Area #1 Project)” that are secured by Improvement Area #1 Assessments.

“Improvement Area #1 Improvements” mean those Authorized Improvements that only benefit Improvement Area #1, more specifically described in **Section III.B**.

“Improvement Area #1 Major Improvements” means Improvement Area #1’s allocable share of the Major Improvements.

“Improvement Area #1 Projects” mean the Improvement Area #1 Improvements and the Improvement Area #1 Major Improvements.

“Improvement Area #2” means approximately 75.57 acres located within the District, as shown on **Exhibit B-3** and more specifically described in **Exhibit A-3**.

“Improvement Area #2 Annual Installment” means the annual installment payment of the Improvement Area #2 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest.

“Improvement Area #2 Assessed Property” means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

“Improvement Area #2 Assessment” means an Assessment levied against Improvement Area #2 Assessed Property and imposed pursuant to the 2024 Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit H-1**, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act. The Improvement Area #2 Assessment Roll by block and lot is included as **Exhibit H-2** for illustrative purposes only.

“Improvement Area #2 Assessment Roll” means the Assessment Roll for the Improvement Area #2 Assessed Property and included in this 2024 Amended and Restated Service and Assessment

Plan as **Exhibit H-1**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with any Annual Service Plan Update. The Improvement Area #2 Assessment Roll by block and lot is included as **Exhibit H-2** for illustrative purposes only.

“Improvement Area #2 Authorized Improvements” mean the Improvement Area #2 Projects, and the Administrative Reserves and Bond Issuance Costs related to the Improvement Area #2 Bonds.

“Improvement Area #2 Bonds” mean those certain “City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2024 (Heritage Public Improvement District Improvement Area #2 Project)” that are secured by Improvement Area #2 Assessments.

“Improvement Area #2 Improvements” mean those Authorized Improvements that only benefit Improvement Area #2, more specifically described in **Section III.C**.

“Improvement Area #2 Initial Parcel” means all of the Improvement Area #2 Assessed Property against which the entire Improvement Area #2 Assessment is levied, as shown on the Improvement Area #2 Assessment Roll.

“Improvement Area #2 Major Improvements” means Improvement Area #2’s allocable share of the Major Improvements.

“Improvement Area #2 Projects” mean the Improvement Area #2 Improvements and the Improvement Area #2 Major Improvements.

“Indenture” means an Indenture of Trust entered into in connection with the issuance of PID Bonds, as amended or supplemented from time to time, between the City and a Trustee setting forth terms and conditions related to PID Bonds, if issued.

“Lot” means (1) for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multi-family, single-family residential, etc.), as determined by the Administrator and confirmed and approved by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the

Estimated Buildout Value of the Lot as determined by the Administrator and confirmed and approved by the City Council.

“Lot Type 1” means a Lot within Improvement Area #1 designated as a 40’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

“Lot Type 2” means a Lot within Improvement Area #1 designated as a 45’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

“Lot Type 3” means a Lot within Improvement Area #1 designated as a 50’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

“Lot Type 4” means a Lot within Improvement Area #2 designated as a 35’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

“Lot Type 5” means a Lot within Improvement Area #2 designated as a 40’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

“Lot Type 6” means a Lot within Improvement Area #2 designated as a 45’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

“Lot Type 7” means a Lot within Improvement Area #2 designated as a 50’ single-family residential lot by the Developer, as shown on the map attached as **Exhibit M**.

“Major Improvements” mean the Authorized Improvements that benefit the entire District, and are more specifically described in **Section III.A**.

“Maximum Assessment” means, for each Lot within Improvement Area #1 and Improvement Area #2, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) the amount shown for each Lot Type on **Exhibit J**. The Maximum Assessment shall be reduced annually by the principal portion of the Annual Installment.

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements. Property is identified as Non-Benefited Property at the time the Assessments (1) are levied or (2) are reallocated pursuant to a subdivision of a Parcel that receives no benefit.

“Owner” means collectively the Developer, Tri Pointe Homes Texas, Inc., a Texas corporation formerly known as Trendmaker Homes, and any of their respective successor and assigns.

“Parcel(s)” means a property within the District, identified by either a tax map identification number assigned by the Appraisal District for real property tax purposes, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Bonds” mean bonds issued by the City, that are secured by Assessments, to finance the Actual Costs of the Authorized Improvements, inclusive of the Improvement Area #1 Bonds.

“Prepayment” means the payment of all or a portion of an Assessment before the due date of the final installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment of the Assessment.

“Prepayment Costs” mean interest and Annual Collection Costs incurred up to the date of Prepayment.

“Property ID” mean a unique number assigned to each Parcel by the Appraisal District.

“Service Plan” means the plan more specifically described in **Section IV** that covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements.

“Trustee” means a trustee (or successor trustee) under the applicable Indenture.

SECTION II: THE DISTRICT

The District includes approximately 188.943 contiguous acres located within the corporate limits of the City, as more particularly described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**. Development of the District is anticipated to include approximately 595 single-family units and 105 multi-family units.

Improvement Area #1 includes approximately 37.073 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-2** and depicted on **Exhibit B-2**. Development of Improvement Area #1 includes 158 single-family units.

Improvement Area #2 includes approximately 75.57 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-3** and depicted on **Exhibit B-3**. Development of Improvement Area #2 is anticipated to include approximately 160 single-family units.

The Future Improvement Areas include approximately 76.30 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-4** and depicted on **Exhibit B-4**. Development of the Future Improvement Areas is anticipated to include approximately 277 single-family units and 105 multi-family units.

SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Developer and their engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Major Improvements, the Improvement Area #1 Improvements, the Improvement Area #2 Improvements, the Bond Issuance Costs and the Administrative Reserves are Authorized Improvements and confer a special benefit on the respective Assessed Property. The budget for the Authorized Improvements is shown on **Exhibit C**, and maps depicting the Authorized Improvements are shown on **Exhibit N**, **Exhibit O** and **Exhibit P**.

A. Major Improvements

▪ *Roadway*

Improvements including subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, signalization at the intersection of Ranch Road 12 and Roger Hanks Parkway, and reinforcing steel for collector roadways and slip streets. The grading associated with collector and slip street

construction is included. The erosion control associated with collector and slip street construction and wet pond construction is included. Mobilization costs are included. The signalization of RM 12 and Roger Hanks Parkway/Brookside Street and the channelized southbound right-turn movement on RM 12 at Roger Hanks Parkway/Brookside Street will be dedicated to TxDOT.

- *Drainage*

Improvements including storm pipe, storm manholes, junction boxes, headwalls, area inlets, curb inlets, manhole casting adjustments, wet pond improvements, and trench safety program associated with drainage improvements.

- *Trails and Landscaping*

Improvements necessary to construct the 10' hike and bike trail that runs East to West along North Roger Hanks Parkway, the 8' hike and bike trail that runs from the Northern overall property boundary to the Southern overall property boundary and Entry Monumentation improvements at the intersection of Ranch Road 12 and North Roger Hanks Parkway.

- *Soft Costs*

Estimated to be 16% of hard costs, inclusive of a 4% construction management fee.

B. Improvement Area #1 Improvements

- *Roadway*

Subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, and reinforcing steel for internal roadways. Grading and erosion control that are not associated with the wet pond or North Roger Hanks Parkway and mobilization are included.

- *Drainage*

Trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #1.

- *Wastewater*

Trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other

necessary appurtenances required to provide wastewater service to each Parcel within Improvement Area #1.

- *Landscaping*

Landscaping improvements including plantings, Improvement Area #1 Pocket Park, fencing, and secondary entry signage.

- *Soft Costs*

Estimated to be 16% of hard costs, inclusive of a 4% construction management fee.

C. Improvement Area #2 Improvements

- *Roadway*

Subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, mobilization, erosion control, and reinforcing steel for internal roadways.

- *Drainage*

Trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #2.

- *Wastewater*

Trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Parcel within Improvement Area #2.

- *Landscaping*

Landscaping improvements including plantings, and Improvement Area #2 pocket park.

- *Soft Costs*

Estimated to be 16% of hard costs, inclusive of a 4% construction management fee.

D. Bond Issuance Costs

- *Debt Service Reserve Fund*

Equals the amount required under an applicable Indenture in connection with the

issuance of PID Bonds.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds, and includes a fee for underwriter's counsel.

- *Cost of Issuance*

Costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

E. Administrative Reserves

Estimated first year Annual Collection Costs.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated, at least annually, and approved by the City Council. **Exhibit D** summarizes the Service Plan for the District. The Service Plan is also required to include a copy of the buyer disclosure notice form required by Section 5.014 of the Texas Property Code, as amended. The buyer disclosures are attached hereto as **Exhibit R**.

Exhibit E summarizes the sources and uses of funds required to construct the Authorized Improvements and pay the Administrative Reserves and Bond Issuance Costs. The sources and uses of funds shown on **Exhibit E** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance reasonable

classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner and all future owners and developers of the Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements shall be allocated as follows:

- Major Improvements shall be allocated pro rata between the Improvement Area #1 Assessed Property, Improvement Area #2 Assessed Property, and the Future Improvement Areas based on Estimated Buildout Value, as shown on **Exhibit K**.
- The Improvement Area #1 Improvements are allocated entirely to the Improvement Area #1 Assessed Property.
- The Improvement Area #2 Improvements are allocated entirely to the Improvement Area #2 Assessed Property.
- Bond Issuance Costs and Administrative Reserves shall be allocated entirely to the Assessed Property relating to the applicable PID Bonds.

B. Assessments

Improvement Area #1 Assessments were levied on the Improvement Area #1 Assessed Property as shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F**, based on Estimated Buildout Value. The projected Improvement Area #1 Annual Installments are shown on **Exhibit G**, subject to revisions made during any Annual Service Plan Update.

Improvement Area #2 Assessments will be levied on the Improvement Area #2 Assessed Property as shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit H-1**, based on Estimated Buildout Value. The projected Improvement Area #2 Annual Installments are shown on **Exhibit I**, subject to revisions made during any Annual Service Plan Update.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

- *Improvement Area #1*

1. The costs of Improvement Area #1 Authorized Improvements equal \$9,245,031 as shown on **Exhibit C**; and
2. The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Authorized Improvements equal to or greater than the Actual Costs of the Improvement Area #1 Authorized Improvements; and
3. The Improvement Area #1 Assessed Property was allocated 100% of the Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property for Improvement Area #1 Authorized Improvements, which equal \$7,043,000, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F**; and
4. The special benefit (\geq \$9,245,031) received by the Improvement Area #1 Assessed Property from Improvement Area #1 Authorized Improvements is greater than the amount of the Improvement Area #1 Assessments (\$7,043,000) levied on the Improvement Area #1 Assessed Property; and
5. At the time the City Council approved the 2023 Assessment Ordinance levying the Improvement Area #1 Assessments, the Owner and BobWhite together owned 100% of the Improvement Area #1 Assessed Property. The Owner and BobWhite acknowledged that the Improvement Area #1 Authorized Improvements confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for Improvement Area #1 Authorized Improvements associated therewith. The Owner and BobWhite ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the 2023 Assessment Ordinance, (2) the 2023 Service and Assessment Plan and the 2023 Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.

- *Improvement Area #2*

1. The costs of Improvement Area #2 Authorized Improvements equal \$10,780,797 as shown on **Exhibit C**; and
2. The Improvement Area #2 Initial Parcel receives special benefit from Improvement Area #2 Authorized Improvements equal to or greater than the Actual Costs of the Improvement Area #2 Authorized Improvements; and
3. The Improvement Area #2 Initial Parcel will be allocated 100% of the Improvement Area #2 Assessments levied on the Improvement Area #2 Assessed Property for

Improvement Area #2 Authorized Improvements, which equal \$6,873,000, as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit H-1**; and

4. The special benefit ($\geq \$10,780,797$) received by the Improvement Area #2 Initial Parcel from Improvement Area #2 Authorized Improvements is greater than the amount of the Improvement Area #2 Assessments (\$6,873,000) levied on the Improvement Area #2 Initial Parcel; and
5. At the time the City Council approved the 2024 Assessment Ordinance levying the Improvement Area #2 Assessments, the Owner owned 100% of the Improvement Area #2 Initial Parcel. The Owner acknowledged that the Improvement Area #2 Authorized Improvements confer a special benefit on the Improvement Area #2 Assessed Property and consented to the imposition of the Improvement Area #2 Assessments to pay for the Improvement Area #2 Authorized Improvements associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the 2024 Assessment Ordinance, (2) this 2024 Amended and Restated Service and Assessment Plan and the 2024 Assessment Ordinance, and (3) the levying of the Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Parcel of Assessed Property based on the amount of outstanding Assessment remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments levied on the Assessed Property to pay the PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Interest at the rate of the PID Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. *Upon Division Prior to Recording of Subdivision Plat*

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2024 Amended and Restated Service and Assessment Plan approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat and a Property ID has been assigned by the Appraisal District, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the newly subdivided Lots based on Estimated Buildout Value according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type

D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefited Property

E = the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the

recorded subdivision plat. The calculation of the Estimated Buildout Value for a Lot shall be performed by the Administrator and confirmed by the City Council.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2024 Amended and Restated Service and Assessment Plan approved by the City Council. A subdivision plat has already been recorded for the Improvement Area #1 Assessed Property as shown on **Exhibit L-1** and for the Improvement Area #2 Assessed Property as shown on **Exhibit L-2**.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update. The Assessment for any resulting Lot or Parcel may not exceed the Maximum Assessment for the applicable Lot Type and compliance may require a mandatory Prepayment of Assessments pursuant to Section VI.C.

B. True-Up of Assessments if Maximum Assessment Exceeded

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Owner must partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such Lot Type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring the Assessed Property shall pay to the Administrator the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-

Benefited Property, the owner causing the change in status shall pay the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

D. Reduction of Assessments

If as a result of cost savings or Authorized Improvements not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, (i) in the event PID Bonds are not issued, the City Council shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs, or (ii) in the event PID Bonds are issued, the Trustee shall apply amounts on deposit in the applicable account of the project fund, relating to the PID Bonds, that are not expected to be used for purposes of the project fund to redeem outstanding PID Bonds, in accordance with the applicable Indenture. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. If PID Bonds are issued, interest costs from the date of Prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination," a form of which is attached hereto as **Exhibit Q**.

If an Assessment is paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised, accordingly by allocating the amount of the Prepayment pro rata to each remaining Annual Installment, or of PID Bonds were issued

secured by such Assessment, in accordance with the applicable Indenture; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the prepayment made.

F. Prepayment as a Result of Eminent Domain Proceeding or Taking

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a **“Taking”**), the portion of the Assessed Property that was taken or transferred (the **“Taken Property”**) shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the **“Remaining Property”**), following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2024 Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remainder Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres of Remaining Property shall

be subject to the \$100 Assessment (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Taken Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. Said owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirement on all outstanding PID Bonds, if applicable.

G. Payment of Assessment in Annual Installments

Exhibit G shows the projected Improvement Area #1 Annual Installments. Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Exhibit I shows the projected Improvement Area #2 Annual Installments. Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

The Administrator shall prepare and submit to the City Council for its review and approval, with a copy provided to the Developer contemporaneously therewith, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and updated calculations of Annual Installments. Annual Collection Costs shall be allocated equally among Parcels for which the Assessments remain unpaid. Annual Installments shall be collected in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the non-delinquent Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with the PID Act and the applicable Indenture, if such bonds are issued. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Improvement Area #1 Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2025. The initial Improvement Area #2 Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2026.

SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel within the Improvement Area #1 Assessed Property as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit H-1**. The Improvement Area #2 Assessment Roll by block and lot is included as **Exhibit H-2** for illustrative purposes only. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #2 Assessment Roll and Improvement Area #2 Annual Installments for each Parcel within the Improvement Area #2 Assessed Property as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this 2024 Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive

remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a City Council meeting, and within 30 days after closing such meeting, the City Council shall make a final determination as to whether or not an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2024 Amended and Restated Service and Assessment Plan, the 2024 Assessment Ordinance, or the Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this 2024 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2024 Amended and Restated Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2024 Amended and Restated Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2024 Amended and Restated Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2024 Amended and Restated Service and Assessment Plan. Interpretations of this 2024 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided at a meeting of the City Council during which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D. Form of Buyer Disclosure

Per Section 5.014 of the Texas Property Code, as amended, this 2024 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto on **Exhibit R**.

Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance of this 2024 Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this 2024 Amended and Restated Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

E. Severability

If any provision of this 2024 Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

LIST OF EXHIBITS

Exhibit A-1	District Legal Description
Exhibit A-2	Improvement Area #1 Legal Description
Exhibit A-3	Improvement Area #2 Legal Description
Exhibit A-4	Future Improvement Areas Legal Description
Exhibit B-1	District Boundary Map
Exhibit B-2	Improvement Area #1 Boundary Map
Exhibit B-3	Improvement Area #2 Boundary Map
Exhibit B-4	Future Improvement Areas Boundary Map
Exhibit C	Authorized Improvements
Exhibit D	Service Plan
Exhibit E	Sources and Uses
Exhibit F	Improvement Area #1 Assessment Roll
Exhibit G	Improvement Area #1 Annual Installments
Exhibit H-1	Improvement Area #2 Assessment Roll
Exhibit H-2	Improvement Area #2 Assessment Roll by Block and Lot
Exhibit I	Improvement Area #2 Annual Installments
Exhibit J	Maximum Assessment Per Lot Type
Exhibit K	Estimated Buildout Value for Improvement Area #1, Improvement Area #2, and Future Improvement Areas
Exhibit L-1	Improvement Area #1 Final Plat
Exhibit L-2	Improvement Area #2 Final Plat
Exhibit M	Lot Type Classification Map
Exhibit N	Map of Major Improvements
Exhibit O	Map of Improvement Area #1 Improvements
Exhibit P	Map of Improvement Area #2 Improvements
Exhibit Q	Notice of PID Assessment Termination
Exhibit R	Homebuyer Disclosures

EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

**EXHIBIT A
"Property"**

TRACT 1:

A DESCRIPTION OF 34.247 ACRES IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 34.29 ACRE TRACT CONVEYED TO JOHN MARCUS BAIRD BY DEED DATED JANUARY 13, 1993 AND RECORDED IN VOLUME 971, PAGE 116 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 34.247 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the southeast corner of the said 34.29 acre tract, being also the northeast corner of a 10.11 acre tract described in Volume 3444, Page 347 of the Official Public Records of Hays County, Texas, and being in the west line of Tract 1 of the P.L. Turner Subdivision, a subdivision of record in Volume 133, Page 444 of the Deed Records of Hays County, Texas.

THENCE with the south line of the 34.29 acre tract, being also the north line of the 10.11 acre tract, the following four (4) courses and distances:

1. South 81°14'08" West, a distance of 397.32 feet to a 1/2" rebar with Chaparral cap set,
2. South 84°24'01" West, a distance of 7.97 feet to a 1/2" rebar found,
3. South 85°19'17" West, a distance of 78.51 feet to a fence post found,
4. South 37°56'47" West, a distance of 97.35 feet to a 1/2" rebar found for the northwest corner of the 10.11 acre tract, being also the northeast corner of Lot 3 of Burrows Subdivision, a subdivision of record in Book 15, Page 69 of the Plat Records of Hays County, Texas.

THENCE with the south line of the 34.29 acre tract, being also the north line of Burrows Subdivision, the following four (4) courses and distances:

1. South 82°29'22" West, a distance of 88.75 feet to a nail found,
2. South 79°25'37" West, a distance of 76.64 feet to a nail found in a live oak for the northwest corner of Lot 3, being also the northeast corner of Lot 2,
3. South 81°55'21" West, a distance of 126.68 feet to a 1/2" rebar with a 3984 cap found for the northwest corner of Lot 2, being also the northeast corner of Lot 1;

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4. South 81°56'23" West, a distance of 126.62 feet to a 1/2" rebar found for the northwest corner of Lot 1, being also the northeast corner of a 2.107 acre tract described in Volume 2840, Page 300 of the Official Public Records of Hays County, Texas;

THENCE continuing with the south line of the 34.29 acre tract, being also the north line of the 2.107 acre tract, the following two (2) courses and distances:

1. South 82°31'24" West, a distance of 142.51 feet to a nail found in a live oak;
2. South 81°27'49" West, a distance of 160.55 feet to a 1/2" rebar found for the northwest corner of the 2.107 acre tract, being also the northeast corner of Lot 1 of Sportsplex Subdivision No. 1, a subdivision of record in Book 7, Page 157 of the Plat Records of Hays County, Texas.

THENCE continuing with the south line of the 34.29 acre tract, being also the north line of Lot 1, the following two (2) courses and distances:

1. South 78°46'14" West, a distance of 283.22 feet to a 5/8" rebar found;
2. South 87°33'15" West, a distance of 75.24 feet to a 1/2" rebar found for the northwest corner of Lot 1, being in the east line of Sportsplex Drive, described in Volume 784, Page 217 of the Deed Records of Hays County, Texas;

THENCE with the east line of Sportsplex Drive, crossing the 34.29 acre tract the following two (2) courses and distances:

1. With a curve to the left, having a radius of 309.60 feet, a delta angle of 14°55'01", an arc length of 80.60 feet, and a chord which bears North 67°03'32" West, a distance of 80.38 feet to a calculated point;
2. North 74°27'23" West, a distance of 19.74 feet to a calculated point in the center of a road, being in the west line of the 34.29 acre tract.

THENCE with the west line of the 34.29 acre tract, 25' from and parallel to the east line of a 20.518 acre tract described in Volume 784, Page 210 of the Deed Records of Hays County, Texas, the following six (6) courses and distances:

1. North 15°32'13" East, a distance of 7.31 feet to a calculated point;
2. North 14°52'44" East, a distance of 170.09 feet to a calculated point;
3. North 42°12'50" East, a distance of 247.76 feet to a calculated point;
4. North 34°57'13" East, a distance of 299.47 feet to a calculated point;
5. North 35°47'18" East, a distance of 429.51 feet to a calculated point;

- 6. North 43°12'18" East, a distance of 469.74 feet to a 1/2" rebar with Chaparral cap set for the northwest corner of the 34.29 acre tract, from which a 1/2" rebar with Zamorra Warrick Associates cap found for the northeast corner of the 20.518 acre tract, bears South 89°12'58" West, a distance of 34.79 feet.

THENCE North 89°12'58" East, with the north line of the 34.29 acre tract, a distance of 764.65 feet to a 1/2" rebar found for the northeast corner of the 34.29 acre tract, being also in the west line of said Tract 1.

THENCE with the east line of the 34.29 acre tract, being also the west line of Tract 1, the following two (2) courses and distances:

- 1. South 01°00'24" West, a distance of 791.82 feet to a nail in a fence post found.
- 2. South 01°57'23" West, a distance of 240.27 feet to the **POINT OF BEGINNING**, containing 34.247 acres of land, more or less.

TRACT 2:

A DESCRIPTION OF 50.206 ACRES IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A TRACT CALLED THE EAST PART OF 152.47 ACRES CONVEYED TO JOHN MARCUS BAIRD BY GENERAL WARRANTY DEED DATED MAY 9, 1978 AND RECORDED IN VOLUME 310, PAGE 718 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAME BEING A PORTION OF A 152.47 ACRE TRACT CONVEYED TO EDNA EARL BAIRD BY DEED DATED FEBRUARY 19, 1937 AND RECORDED IN VOLUME 154, PAGE 59 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 50.206 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an axle found for the northeast corner of the said 152.47 acre tract, being an angle point in the south line of Tract 76 A-1, Replat of the Remainder of Tract 76A, Springlake and Subdivision of Reed Acreage, a subdivision of record in Book 9, Page 47 of the Plat Records of Hays County, Texas.

THENCE South 00°16'33" West, with the east line of the 152.47 acre tract, being a south line of said Tract 76 A-1, a distance of 70.71 feet to a fence post found for an angle point in the south line of Tract 76 A-1, for the northwest corner of a tract of land described in Volume 130, Page 231 of the Deed Records of Hays County, Texas.

THENCE South 02°57'28" West, with the east line of the 152.47 acre tract, and with the west line of a 2 acre tract described in Volume 130, Page 231, and Volume 1638, Page 147 of the Official Public Records of Hays County, Texas, a distance of 174.43 feet to fence post found for the southwest corner of the 2 acre tract, being also the northwest corner of Tract 1 of the P.L. Turner Subdivision, a subdivision of Record in Volume 133, Page 444 of the Deed Records of Hays County, Texas.

THENCE with the east line of the 152.47 acre tract, being the west line of Tract 1, with the fence, the following five (5) courses and distances:

- 1. South 02°48'03" West, a distance of 431.51 feet to a calculated point.
- 2. South 02°54'13" West, a distance of 484.14 feet to a calculated point;
- 3. South 02°03'04" West, a distance of 259.80 feet to a calculated point;
- 4. South 01°35'37" West, a distance of 300.57 feet to a calculated point;
- 5. South 01°07'29" West, a distance of 353.19 feet to a 1/2" rebar found for the northwest corner of a 34.29 acre tract described in Volume 971, Page 116 of the Deed Records of Hays County, Texas.

THENCE South 89°12'58" West, with the north line of the 34.29 acre tract, over and across the 152.47 acre tract, a distance of 764.65 feet to a 1/2" rebar with Chaparral cap set for the northwest corner of the 34.29 acre tract, being in the division line of the 152.47 acre tract described in Volume 310, Page 718 and Volume 310, Page 721 of the Deed Records of Hays County, Texas.

THENCE South 89°12'58" West, continuing across the 152.47 acre tract, with the said division line, a distance of 34.79 feet to a 1/2" rebar with Zamorra Warrick Associates cap found for the northwest corner of a 20.518 acre tract described in Volume 784, Page 210 of the Deed Records of Hays County, Texas.

THENCE South 89°12'49" West, with the north line of the 20.518 acre tract, with the said division line, a distance of 196.26 feet to a fence post found for the southeast corner of a 45.53 acre tract described in Volume 2953, Page 181 of the Official Public Records of Hays County, Texas.

THENCE with the east line of the 45.53 acre tract, with the said division line, crossing the 152.57 acre tract, the following four (4) courses and distances:

- 1. North 01°23'38" West, a distance of 440.21 feet to a 1/2" rebar with Carson Bush cap found.
- 2. North 00°57'16" West, a distance of 525.11 feet to a nail found at the base of a 13" and 14" live oak;
- 3. North 09°31'45" West, a distance of 154.92 feet to a 1/2" rebar with Chaparral cap set;
- 4. North 01°24'08" West, a distance of 484.34 feet to a 1/2" rebar found for the northeast corner of the 45.53 acre tract, being also the southeast corner of Lot 18 of Hidden Springs

Ranch Section II, a subdivision of record in Book 14, Page 69 of the Plat Records of Hays County, Texas;

THENCE with the east line of Hidden Springs Ranch Section II, continuing with the said division line, crossing the 152.57 acre tract, the following five (5) courses and distances:

1. North 01°22'12" West, a distance of 155.30 feet to a nail found in concrete;
2. North 15°23'51" East, a distance of 18.43 feet to a 1/2" rebar found;
3. North 03°04'23" West, a distance of 27.45 feet to a 1/2" rebar with 4404 cap found for the northeast corner of Lot 18, being also the southeast corner of Lot 17;
4. North 02°18'43" West, a distance of 190.70 feet to a 1/2" rebar with 4542 cap found for the northeast corner of Lot 17, being also the southeast corner of Lot 14;
5. North 01°02'42" West, a distance of 50.06 feet to an axle found for an angle point in the north line of the 152.47 acre tract, being also the southwest corner of Tract 76 A-1;

THENCE North 87°50'05" East, with the north line of the 152.47 acre tract, being also the south line of Tract 76 A-1, a distance of 1141.82 feet to the **POINT OF BEGINNING**, containing 50.206 acres of land, more or less.

TRACT 3:

A DESCRIPTION OF 94.695 ACRES (APPROX. 4,124,910 SQ. FT.) IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 119.7 ACRE TRACT CONVEYED TO NELSON M. DAVIDSON AND DORIS BREED DAVIDSON BY DEED DATED JUNE 23, 1952 AND RECORDED IN VOLUME 154, PAGE 290 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1, P.L. TURNER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 133, PAGE 444 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 94.695 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar with 3984 cap found in the west line of Old Fredericksburg Road (right-of-way width varies), for the northeast corner of the Doris Breed Davidson Subdivision, a subdivision of record in Book 10, Page 395 of the Plat Records of Hays County, Texas;

THENCE North 01°30'02" West, with the west line of Old Fredericksburg Road, across Tract 1, a distance of 425.26 feet to a 1/2" rebar with Chaparral cap set for the **POINT OF BEGINNING**;

THENCE over and across Tract 1, the following four (4) courses and distances:

1. South 89°48'55" West, a distance of 259.27 feet to a 1/2" rebar with Chaparral cap set.

2. With a curve to the left, having a radius of 970.00 feet, a delta angle of 06°06'33", an arc length of 103.43 feet, and a chord which bears South 86°45'39" West, a distance of 103.38 feet to a 1/2" rebar with Chaparral cap set
3. South 38°42'22" West, a distance of 192.59 feet to a 1/2" rebar with Chaparral cap set.
4. South 00°43'30" West, a distance of 387.78 feet to a 1/2" rebar with Chaparral cap set in the north line of a 9.008 acre tract described in Volume 2102, Page 453 of the Official Public Records of Hays County, Texas, from which a 1/2" rebar with 3984 cap found in the north line of the 9.008 acre tract, for the southwest corner of the Doris Breed Davidson Subdivision, bears North 87°06'31" East, a distance of 205.48 feet.

THENCE South 87°06'31" West, with the north line of the 9.008 acre tract, continuing across Tract 1, a distance of 304.58 feet to a 1/2" rebar found for the northwest corner of the 9.008 acre tract;

THENCE South 07°58'13" West, with the west line of the 9.008 acre tract, continuing across Tract 1, a distance of 1318.37 feet to a nail in concrete found for the southwest corner of the 9.008 acre tract, being also in the north line of a 6.38 acre tract described in Volume 1489, Page 391 of the Official Public Records of Hays County, Texas, for an angle point in the east line of Tract 1;

THENCE South 13°58'09" West, with the east line of Tract 1, being also the west line of the 6.38 acre tract, a distance of 743.78 feet to a 1/2" rebar with 3984 cap found for the southeast corner of Tract 1, being also the southwest corner of the 6.38 acre tract, and being in the north line of a 3.91 acre tract described in Volume 269, Page 226 of the Deed Records of Hays County, Texas;

THENCE South 88°04'18" West, with the south line of Tract 1, being also the north line of the 3.91 acre tract, a distance of 101.94 feet to a nail found in a 6" post for the northwest corner of the 3.91 acre tract, being also the apparent northeast corner of a 6 acre tract described in Volume 110, Page 563 of the Deed Records of Hays County, Texas;

THENCE North 89°32'58" West, with the south line of Tract 1, being also the apparent north line of the 6 acre tract, a distance of 152.30 feet to a fence post found for the apparent northwest corner of the 6 acre tract, and being a northeast corner of the 76.73 acre tract described in Volume 124, Page 515 of the Deed Records of Hays County, Texas;

THENCE South 89°52'25" West, with the south line of Tract 1, being also the north line of the 76.73 acre tract, distance of 311.97 feet to a fence post found for the southwest corner of Tract 1, being an angle point in the east line of the 76.73 acre tract;

THENCE North 01°40'35" East, with the west line of Tract 1, being also the east line of the 76.73 acre tract, a distance of 550.52 feet to a 1/2" rebar found for the northeast corner of the

76.73 acre tract, being also the southeast corner of a 10.11 acre tract described in Volume 3444, Page 347 of the Official Public Records of Hays County, Texas.

THENCE North 01°55'45" East, with the west line of Tract 1, being also the east line of the 10.11 acre tract, a distance of 660.61 feet to a 1/2" rebar found for the northeast corner of the 10.11 acre tract, being also the southeast corner of a 34.29 acre tract described in Volume 971, Page 116 of the Deed Records of Hays County, Texas.

THENCE with the west line of Tract 1, being also the east line of the 34.29 acre tract, the following two (2) courses and distances:

- 1. North 01°57'23" East, a distance of 240.27 feet to a nail in fence post found.
- 2. North 01°00'24" East, a distance of 791.82 feet to a 1/2" rebar found for the northeast corner of the 34.29 acre tract, being in the east line of a 152.47 acre tract described in Volume 310, Page 718 of the Deed Records of Hays County, Texas.

THENCE with the west line of Tract 1, being the east line of the 152.47 acre tract, with the fence, the following five (5) courses and distances:

- 1. North 01°07'29" East, a distance of 353.19 feet to a calculated point.
- 2. North 01°35'37" East, a distance of 300.57 feet to a calculated point.
- 3. North 02°03'04" East, a distance of 259.80 feet to a calculated point.
- 4. North 02°54'13" East, a distance of 484.14 feet to a calculated point.
- 5. North 02°48'03" East, a distance of 431.51 feet to a fence post found for the northwest corner of Tract 1, being the southwest corner of a 2 acre tract described in Volume 130, Page 231 of the Deed Records of Hays County, Texas.

THENCE North 86°52'58" East, with the north line of Tract 1, being also the south line of the 2 acre tract, a distance of 1245.48 feet to a fence post found for the northwest corner of a 7.749 acre tract described in Volume 374, Page 743 of the Deed Records of Hays County, Texas.

THENCE South 02°29'58" East, with the west line of the 7.749 acre tract, over and across Tract 1, a distance of 390.22 feet to a 1/2" iron pipe found for the southwest corner of the 7.749 acre tract, being also the northwest corner of a 1.50 acre tract described in Volume 207, Page 49 of the Deed Records of Hays County, Texas.

THENCE South 02°17'26" East, with the west line of the 1.50 acre tract, continuing across Tract 1, a distance of 208.99 feet to a 1/2" iron pipe found for the southwest corner of the 1.50 acre tract.

THENCE North 85°08'49" East, with the south line of the 1.50 acre tract, continuing across Tract 1, a distance of 104.25 feet to a 3/4" rebar found for an angle point in the east line of Tract 1, being also the northwest corner of a 1.00 acre tract described in Volume 1924, Page 385 of the Deed Records of Hays County, Texas, and being the northwest corner of the Turner Tract as shown on the plat of said P.L. Turner Subdivision.

THENCE South 02°05'28" East, with the east line of Tract 1, being also the west line of the 1.00 acre tract, the Turner Tract, a 1.00 acre tract described in Volume 275, Page 499 of the Deed Records of Hays County, Texas, and the west line of Tract 4 of said P.L. Turner Subdivision, a distance of 86.45 feet to a 1/2" rebar with Chaparral cap set, from which a fence corner at a 13" live oak for the southwest corner of the 1.00 acre tract, being also the southwest corner of Tract 4, and being in the north line of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas, bears South 02°05'28" East, a distance of 329.42 feet.

THENCE over and across Tract 1, the following eight (8) courses and distances:

- 1. South 87°52'26" West, a distance of 119.99 feet to a 1/2" rebar with Chaparral cap set.
- 2. South 02°07'34" East, a distance of 330.24 feet to a 1/2" rebar with Chaparral cap set.
- 3. South 87°52'26" West, a distance of 25.11 feet to a 1/2" rebar with Chaparral cap set.
- 4. South 02°07'34" East, a distance of 254.30 feet to a 1/2" rebar with Chaparral cap set.
- 5. With a curve to the left, having a radius of 25.00 feet, a delta angle of 91°03'12", an arc length of 39.73 feet, and a chord which bears South 47°39'11" East, a distance of 35.68 feet to a 1/2" rebar with Chaparral cap set.
- 6. With a curve to the right, having a radius of 1030.00 feet, a delta angle of 02°59'42", an arc length of 53.84 feet, and a chord which bears North 88°19'04" East, a distance of 53.84 feet to a 1/2" rebar with Chaparral cap set.
- 7. North 89°48'55" East, a distance of 40.73 feet to a 1/2" rebar with Chaparral cap set.
- 8. North 89°48'55" East, a distance of 217.16 feet to a 1/2" rebar with Chaparral cap set in the west right-of-way line of Old Fredericksburg Road, from which a 1/2" rebar found in the west right-of-way line of Old Fredericksburg Road, for the southeast corner of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas, bears North 01°30'02" West, a distance of 108.46 feet.

THENCE South 01°30'02" East, with the west right-of-way line of Old Fredericksburg Road, crossing Tract 1, a distance of 60.02 feet to the **POINT OF BEGINNING**, containing 94.695 acres of land, more or less.

TRACT 4:

A DESCRIPTION OF 8.119 ACRES (APPROX. 353,664 SQ. FT.) IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 9.008 ACRE TRACT CONVEYED TO MICKEY DAVIDSON KROLL, NELSON M. DAVIDSON, JR., AND WIFE, BARBARA WATKINS DAVIDSON BY WARRANTY DEED WITH VENDOR'S LIEN DATED NOVEMBER 7, 2002 AND RECORDED IN VOLUME 2102, PAGE 453 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1, P.L. TURNER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 133, PAGE 444 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 8.119 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar, being an angle point in the east line of the said 9.008 acre tract, being also the northeast corner of Tract 3 of the said P.L. Turner Subdivision, and being also the southwest corner of a 0.754 acre tract described in Volume 4258, Page 404 of the Official Public Records of Hays County, Texas, and being also the northwest corner of a 1 acre tract described in Volume 144, Page 563 of the Deed Records of Hays County, Texas, from which a 3/4" iron pipe found for the southeast corner of the 0.754 acre tract, being in the north line of the 1 acre tract, and being in the west line of Old Fredericksburg Road (right-of-way width varies), bears North 87°52'37" East, a distance of 216.79 feet;

THENCE South 87°35'26" West, with the common line of the 9.008 acre tract and Tract 3, a distance of 236.90 feet to a 1/2" rebar found for an angle point in the east line of the 9.008 acre tract, being also the northwest corner of Tract 3, for the **POINT OF BEGINNING**;

THENCE with the common line of the 9.008 acre tract and Tract 3, the following two (2) courses and distances:

1. South 15°43'23" West, a distance of 521.70 feet to a 1/2" rebar found at the northwest corner of a 3.59 acre tract out of Tract 3, described in Volume 4073, Page 818 of the Official Public Records of Hays County, Texas;
2. South 15°32'41" West, with the west line of the 3.59 acre tract, a distance of 499.23 feet to a 2" iron pipe found for an angle point in the east line of the 9.008 acre tract, being also the southwest corner of the 3.59 acre tract, being also the southwest corner of Tract 3, and being in the north line of a 2.07 acre tract described in Volume 178, Page 571 of the Deed Records of Hays County, Texas;

THENCE with the common line of the 9.008 acre tract and the 2.07 acre tract, the following two (2) courses and distances:

1. North 89°33'06" West, a distance of 183.84 feet to a 1/2" rebar found for an angle point in the east line of the 9.008 acre tract, for the northwest corner of the 2.07 acre tract;

2. South 09°15'30" West, a distance of 216.46 feet to a nail found in an 18" live oak for the southwest corner of the 2.07 acre tract, being also the southeast corner of the 9.008 acre tract, and being in the north line of a 6.39 acre tract described in Volume 1489, Page 391 of the Official Public Records of Hays County, Texas;

THENCE North 89°25'09" West, with the south line of the 9.008 acre tract, being also the north line of the 6.38 acre tract, a distance of 53.15 feet to a nail in concrete found for the southwest corner of the 9.008 acre tract;

THENCE North 07°58'13" East, with the west line of the 9.008 acre tract, crossing said Tract 1, a distance of 1318.37 feet to a 1/2" rebar found for the northwest corner of the 9.008 acre tract;

THENCE North 87°06'31" East, with the north line of the 9.008 acre tract, crossing said Tract 1, a distance of 304.58 feet to a 1/2" rebar with Chaparral cap set, from which a 1/2" rebar with 3984 cap found for the southwest corner of the Doris Breed Subdivision, a subdivision of record in Book 10, Page 395 of the Plat Records of Hays County, Texas, bears North 87°06'31" East, a distance of 205.48 feet;

THENCE over and across the 9.008 acre tract, the following two (2) courses and distances:

1. South 00°43'30" West, a distance of 129.06 feet to a 1/2" rebar with Chaparral cap set;
2. North 87°20'25" East, a distance of 61.68 feet to the **POINT OF BEGINNING**, containing 8.119 acres of land, more or less.

TRACT 5:

A DESCRIPTION OF 1.676 ACRES (APPROX. 73,006 SQ. FT.) IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 119.7 ACRE TRACT CONVEYED TO NELSON M. DAVIDSON AND DORIS BREED DAVIDSON BY DEED DATED JUNE 23, 1952 AND RECORDED IN VOLUME 154, PAGE 290 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1, P.L. TURNER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 133, PAGE 444 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 1.676 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar found in the west right-of-way line of Old Fredericksburg Road, for the southeast corner of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas;

THENCE South 86°32'57" West, with the south line of the said 0.938 acre tract, a distance of 218.28 feet to a 1/2" rebar found at the southwest corner of the 0.938 acre tract for the **POINT OF BEGINNING**;

THENCE crossing Tract 1, the following eight (8) courses and distances:

1. South 02°07'34" East, a distance of 96.05 feet to a 1/2" rebar with Chaparral cap set.
2. South 89°48'55" West, a distance of 40.73 feet to a 1/2" rebar with Chaparral cap set.
3. With a curve to the left, having a radius of 1030.00 feet, a delta angle of 02°59'42", an arc length of 53.84 feet, and a chord which bears South 88°19'04" West, a distance of 53.84 feet to a 1/2" rebar with Chaparral cap set.
4. With a curve to the right, having a radius of 25.00 feet, a delta angle of 91°03'12", an arc length of 39.73 feet, and a chord which bears North 47°39'11" West, a distance of 35.68 feet to a 1/2" rebar with Chaparral cap set.
5. North 02°07'34" West, a distance of 254.30 feet to a 1/2" rebar with Chaparral cap set.
6. North 87°52'26" East, a distance of 25.11 feet to a 1/2" rebar with Chaparral cap set.
7. North 02°07'34" West, a distance of 330.24 feet to a 1/2" rebar with Chaparral cap set.
8. North 87°52'26" East, a distance of 119.99 feet to a 1/2" rebar with Chaparral cap set in the east line of Tract 1, being also the west line of a 1.00 acre tract described in Volume 1924, Page 385 of the Deed Records of Hays County, Texas, and being the northwest corner of the Turner Tract as shown on the plat of said P.L. Turner Subdivision, from which a 3/4" rebar found for an angle point in the east line of Tract 1, being also the northwest corner of a 1.00 acre tract, bears North 02°05'28" West, a distance of 86.45 feet.

THENCE South 02°05'28" East, with the east line of Tract 1, being also the west line of the 1.00 acre tract, the Turner Tract, a 1.00 acre tract described in Volume 275, Page 499 of the Deed Records of Hays County, Texas, and the west line of Tract 4 of said P.L. Turner Subdivision, a distance of 329.42 feet to a fence corner at a 13" live oak for the southwest corner of the 1.00 acre tract, being also the southwest corner of Tract 4, and being in the north line of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas;

THENCE South 85°58'06" West, with the north line of the 0.938 acre tract, crossing Tract 1, a distance of 24.91 feet to a 1/2" rebar found for the northwest corner of the 0.938 acre tract;

THENCE South 02°07'34" East, with the west line of the 0.938 acre tract, continuing across Tract 1, a distance of 185.05 feet to the **POINT OF BEGINNING**, containing 1.676 acres of land, more or less.

EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

IMPROVEMENT AREA #1 (37.07 ACRES)

BEING A 33.84 ACRE TRACT OF LAND AND BEING A PORTION OF A TRACT CALLED 94.695 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP. RECORDED IN DOCUMENT NO. 14037231 AND DOCUMENT NO. 14037230 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY

BEING A 0.05 ACRE PORTION OF TRACT 2 A CALLED 50.206 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP IN DOCUMENT NO 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING A 0.04 ACRE PORTION OF TRACT 2 A CALLED 50.206 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP IN DOCUMENT NO 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING A 1.47 ACRE PORTION OF TRACT 2 A CALLED 50.206 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP IN DOCUMENT NO 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING A 1.67 ACRE PORTION OF A TRACT CALLED 2.187 ACRE TRACT DESCRIBED TO BOB WHITE INVESTMENTS, LP IN DOCUMENT NO 15003085 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

EXHIBIT A-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION

IMPROVEMENT AREA #2 (75.57 ACRES)

BEING A 18.65 ACRE TRACT OF LAND AND BEING A PORTION OF TRACT 2 A CALLED 50.206 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP IN DOCUMENT NO 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING A 45.22 ACRE TRACT OF LAND AND BEING A PORTION OF A CALLED 94.695 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP. RECORDED IN DOCUMENT NO. 14037231 AND DOCUMENT NO. 14037230 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY

BEING A 3.58 ACRE TRACT OF LAND AND BEING A PORTION OF A CALLED 34.25 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP. RECORDED IN DOCUMENT NO. 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING 8.12 ACRES OF LAND OUT OF THE PHILIP SMITH SURVEY, ABSTRACT NO. 415, IN HAYS COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED AS "TRACT 2" IN DEEDS RECORDED IN VOLUME 5095, PAGE 643 AND VOLUME 5095, PAGE 659, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS,

EXHIBIT A-4 – FUTURE IMPROVEMENT AREAS LEGAL DESCRIPTION

FUTURE IMPROVEMENT AREA (76.30 ACRES)

BEING A 29.99 ACRE PORTION OF “TRACT 2” A CALLED 50.206 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP IN DOCUMENT NO 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BEING A 15.64 ACRE TRACT OF LAND AND BEING A PORTION OF A CALLED 94.695 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP. RECORDED IN DOCUMENT NO. 14037231 AND DOCUMENT NO. 14037230 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY

BEING A 30.67 ACRE PORTION OF A CALLED 34.25 ACRE TRACT DESCRIBED TO SLF IV- DRIPPING SPRINGS JV, LP. RECORDED IN DOCUMENT NO. 14037229 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY

EXHIBIT B-1 – DISTRICT BOUNDARY MAP

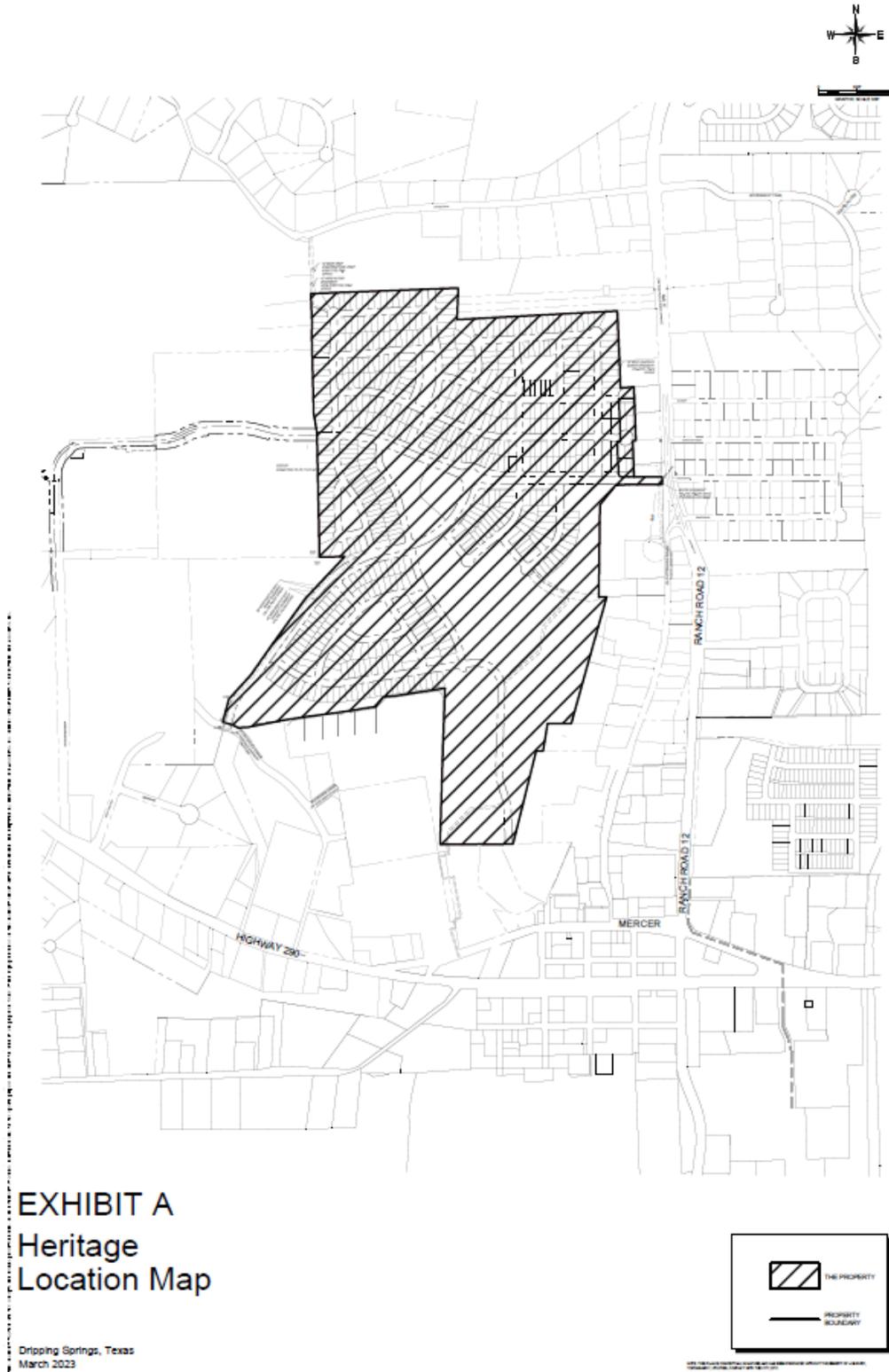


EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP

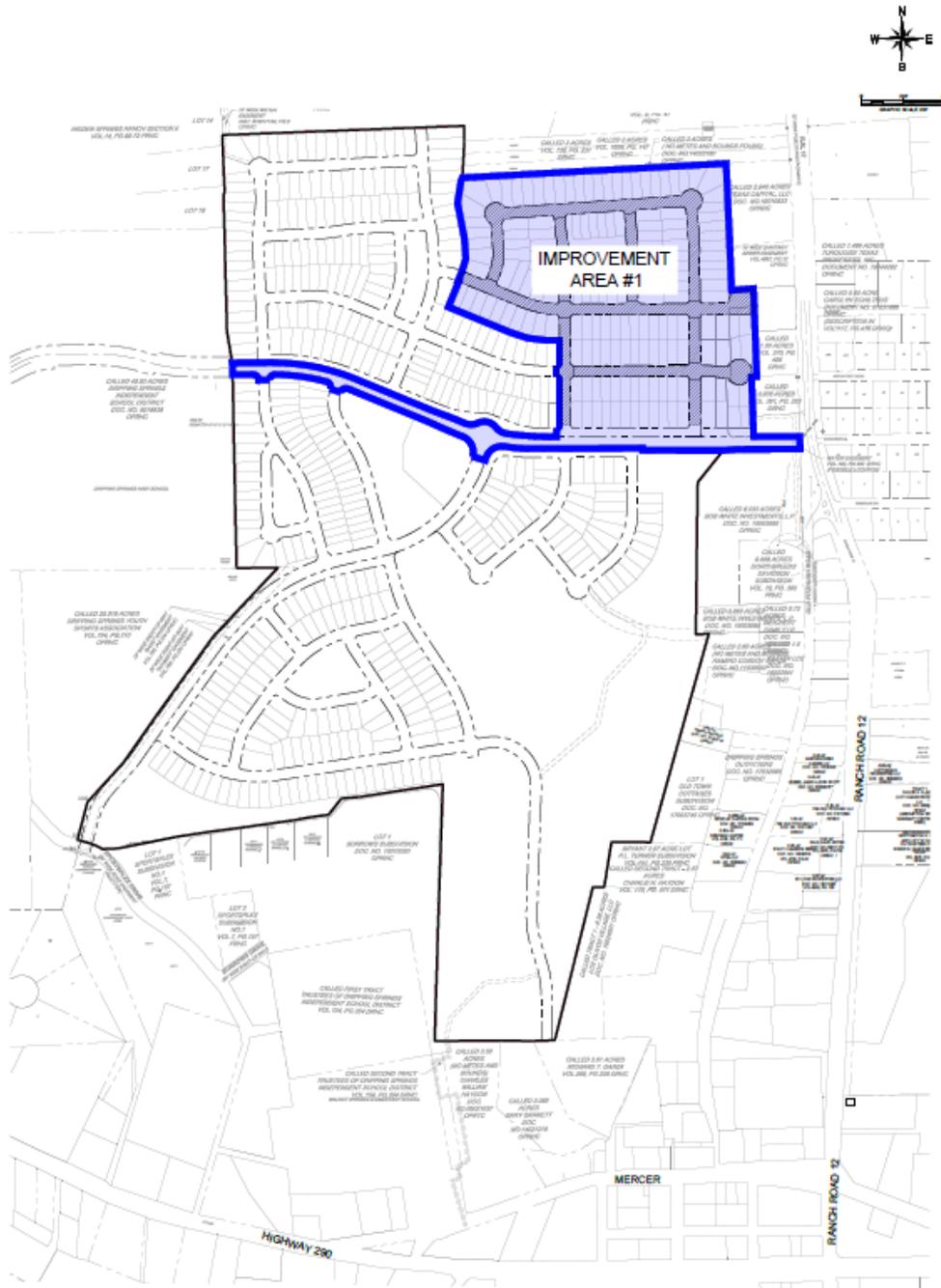
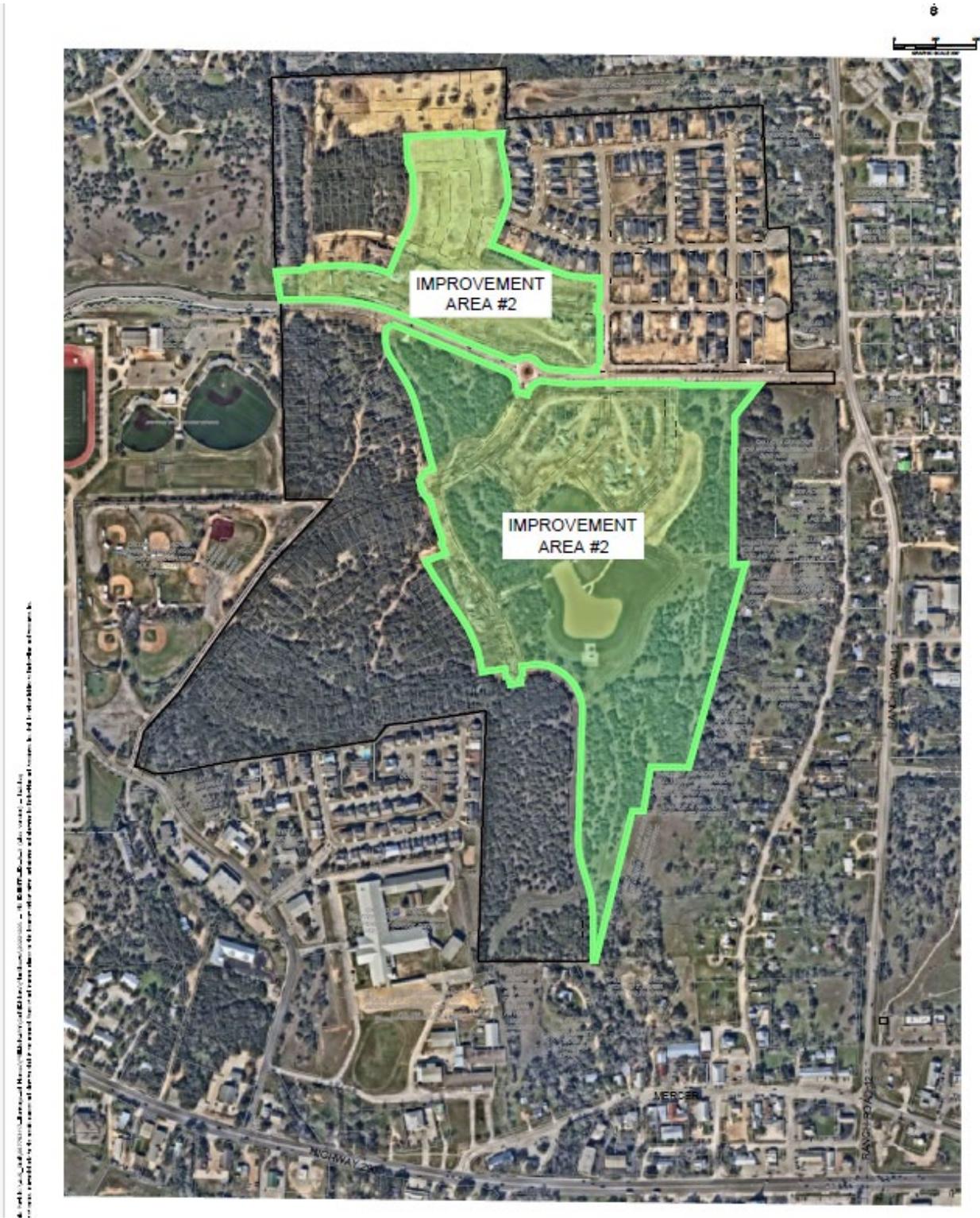


EXHIBIT B-2
Heritage PID
Improvement
Area #1 Map

Dripping Spring, Texas
 December 2022



EXHIBIT B-3 - IMPROVEMENT AREA #2 BOUNDARY MAP



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EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs [a]	Improvement Area #1		Improvement Area #2		Future Improvement Areas	
		%	Cost	%	Cost	%	Cost
<i>Major Improvements [b]</i>							
Roadway [c]	\$ 6,136,773	25.61%	\$ 1,571,806	24.99%	\$ 1,533,717	49.39%	\$ 3,031,250
Drainage	3,184,075	25.61%	815,534	24.99%	795,772	49.39%	1,572,769
Trails and Landscaping	482,499	25.61%	123,582	24.99%	120,587	49.39%	238,330
Soft Costs	1,568,536	25.61%	401,748	24.99%	392,012	49.39%	774,776
	<u>\$ 11,371,883</u>		<u>\$ 2,912,670</u>		<u>\$ 2,842,088</u>		<u>\$ 5,617,124</u>
<i>Improvement Area #1 Improvements</i>							
Roadway [c]	\$ 1,220,992	100.00%	\$ 1,220,992	0.00%	\$ -	0.00%	\$ -
Drainage	645,408	100.00%	645,408	0.00%	-	0.00%	-
Wastewater	1,644,140	100.00%	1,644,140	0.00%	-	0.00%	-
Landscaping	833,737	100.00%	833,737	0.00%	-	0.00%	-
Soft Costs	695,084	100.00%	695,084	0.00%	-	0.00%	-
	<u>\$ 5,039,361</u>		<u>\$ 5,039,361</u>		<u>\$ -</u>		<u>\$ -</u>
<i>Improvement Area #2 Improvements</i>							
Roadway [c]	\$ 1,898,122	0.00%	\$ -	100.00%	\$ 1,898,122	0.00%	\$ -
Drainage	1,604,672	0.00%	-	100.00%	1,604,672	0.00%	-
Wastewater	1,317,125	0.00%	-	100.00%	1,317,125	0.00%	-
Landscaping	624,657	0.00%	-	100.00%	624,657	0.00%	-
Soft Costs	871,132	0.00%	-	100.00%	871,132	0.00%	-
	<u>\$ 6,315,708</u>		<u>\$ -</u>		<u>\$ 6,315,708</u>		<u>\$ -</u>
<i>Bond Issuance Costs [d]</i>							
Debt Service Reserve Fund	\$ 990,194		\$ 488,465		\$ 501,729		\$ -
Capitalized Interest	351,812		-		351,812		-
Underwriter Discount	377,050		170,860		206,190		-
Cost of Issuance	1,023,647		540,378		483,269		-
Original Issue Discount	53,297		53,297		-		-
	<u>\$ 2,796,000</u>		<u>\$ 1,253,000</u>		<u>\$ 1,543,000</u>		<u>\$ -</u>
<i>Administrative Reserves [d]</i>							
First Year Annual Collection Costs	\$ 120,000		\$ 40,000		\$ 80,000		\$ -
	<u>\$ 120,000</u>		<u>\$ 40,000</u>		<u>\$ 80,000</u>		<u>\$ -</u>
Total	\$ 25,642,952		\$ 9,245,031		\$ 10,780,797		\$ 5,617,124

Notes:

[a] Costs were determined by the Engineer's Report prepared by Kimley Horn dated July 25, 2024.

[b] Major Improvements are allocated between Improvement Area #1, Improvement Area #2, and the Future Improvement Areas on a pro rata basis based on Estimated Buildout Value as shown on **Exhibit K**.

[c] Includes grading, erosion control, street lights, crosswalks, traffic signs, retaining walls and mobilization.

[d] If PID Bonds are issued to finance Authorized Improvements allocable to the Future Improvement Areas, Bond Issuance Costs and Administrative Reserves associated with those PID Bonds will be determined at the time of such issuance.

EXHIBIT D – SERVICE PLAN

		Improvement Area #1				
Installments Due		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
Principal		\$ 112,000.00	\$ 116,000.00	\$ 121,000.00	\$ 126,000.00	\$ 132,000.00
Interest		374,196.26	369,156.26	363,936.26	358,491.26	352,821.26
Capitalized Interest		-	-	-	-	-
	(1)	\$ 486,196.26	\$ 485,156.26	\$ 484,936.26	\$ 484,491.26	\$ 484,821.26
Annual Collection Costs	(2)	\$ 40,805.00	\$ 41,621.10	\$ 42,453.52	\$ 43,302.59	\$ 44,168.64
Additional Interest	(3)	\$ 34,990.00	\$ 34,430.00	\$ 33,850.00	\$ 33,245.00	\$ 32,615.00
Total Annual Installment	(4) = (1) + (2) + (3)	\$ 561,991.26	\$ 561,207.36	\$ 561,239.78	\$ 561,038.85	\$ 561,604.90
		Improvement Area #2				
Installments Due		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
Principal		\$ -	\$ 97,000.00	\$ 103,000.00	\$ 108,000.00	\$ 115,000.00
Interest		351,811.69	402,070.50	396,396.00	390,370.50	384,052.50
Capitalized Interest		(351,811.69)	-	-	-	-
		\$ -	\$ 499,070.50	\$ 499,396.00	\$ 498,370.50	\$ 499,052.50
Annual Collection Costs		\$ -	\$ 40,800.00	\$ 41,616.00	\$ 42,448.32	\$ 43,297.29
Additional Interest		\$ -	\$ 34,365.00	\$ 33,880.00	\$ 33,365.00	\$ 32,825.00
Total Annual Installment		\$ -	\$ 574,235.50	\$ 574,892.00	\$ 574,183.82	\$ 575,174.79

EXHIBIT E – SOURCES AND USES

	Improvement Area #1	Improvement Area #2	Future Improvement Areas
Sources of Funds			
Improvement Area #1 PID Bond Par	\$ 7,043,000	\$ -	\$ -
Improvement Area #2 PID Bond Par	-	6,873,000	-
Owner Contribution [a]	<u>2,202,031</u>	<u>3,907,797</u>	<u>5,617,124</u>
Total Sources	\$ 9,245,031	\$ 10,780,797	\$ 5,617,124
Uses of Funds			
Major Improvements	\$ 2,912,670	\$ 2,842,088	\$ 5,617,124
Improvement Area #1 Improvements	5,039,361	-	-
Improvement Area #2 Improvements	-	<u>6,315,708</u>	-
	<u>\$ 7,952,031</u>	<u>\$ 9,157,797</u>	<u>\$ 5,617,124</u>
<i>Bond Issuance Costs [b]</i>			
Debt Service Reserve Fund	\$ 488,465	\$ 501,729	\$ -
Capitalized Interest	-	351,812	-
Underwriter Discount	170,860	206,190	-
Cost of Issuance	540,378	483,269	-
Original Issue Discount	<u>53,297</u>	<u>-</u>	<u>-</u>
	<u>\$ 1,253,000</u>	<u>\$ 1,543,000</u>	<u>\$ -</u>
<i>Administrative Reserves [b]</i>			
First Year Annual Collection Costs	<u>\$ 40,000</u>	<u>\$ 80,000</u>	<u>\$ -</u>
	<u>\$ 40,000</u>	<u>\$ 80,000</u>	<u>\$ -</u>
Total Uses	\$ 9,245,031	\$ 10,780,797	\$ 5,617,124

[a] Represents costs expended and/or to be expended by the Developer to construct the Authorized Improvements in excess of the applicable Assessment. Not subject to reimbursement with Improvement Area #1 Bonds or Improvement Area #2 Bonds. The Owner contribution associated with the Future Improvement Areas may be partially or fully subject to reimbursement if Assessments are levied and/or PID Bonds are issued to finance those Major Improvements allocable to the

[b] If PID Bonds are issued to finance Authorized Improvements allocable to the Future Improvement Areas, Bond Issuance Costs and Administrative Reserves associated with those PID Bonds will be determined at the time of such issuance.

EXHIBIT F – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Parcel ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2025
R186658	Non-Benefited	\$ -	\$ -
R186659	3	\$ 47,105.55	\$ 3,784.64
R186660	3	\$ 47,105.55	\$ 3,784.64
R186661	3	\$ 47,105.55	\$ 3,784.64
R186662	3	\$ 47,105.55	\$ 3,784.64
R186663	3	\$ 47,105.55	\$ 3,784.64
R186664	3	\$ 47,105.55	\$ 3,784.64
R186665	3	\$ 47,105.55	\$ 3,784.64
R186666	3	\$ 47,105.55	\$ 3,784.64
R186667	3	\$ 47,105.55	\$ 3,784.64
R186668	3	\$ 47,105.55	\$ 3,784.64
R186669	2	\$ 43,337.10	\$ 3,481.87
R186670	3	\$ 47,105.55	\$ 3,784.64
R186671	3	\$ 47,105.55	\$ 3,784.64
R186672	2	\$ 43,337.10	\$ 3,481.87
R186673	3	\$ 47,105.55	\$ 3,784.64
R186674	3	\$ 47,105.55	\$ 3,784.64
R186675	Non-Benefited	\$ -	\$ -
R186676	3	\$ 47,105.55	\$ 3,784.64
R186677	2	\$ 43,337.10	\$ 3,481.87
R186678	2	\$ 43,337.10	\$ 3,481.87
R186679	2	\$ 43,337.10	\$ 3,481.87
R186680	2	\$ 43,337.10	\$ 3,481.87
R186681	2	\$ 43,337.10	\$ 3,481.87
R186682	2	\$ 43,337.10	\$ 3,481.87
R186683	2	\$ 43,337.10	\$ 3,481.87
R186684	2	\$ 43,337.10	\$ 3,481.87
R186685	2	\$ 43,337.10	\$ 3,481.87
R186686	3	\$ 47,105.55	\$ 3,784.64
R186687	3	\$ 47,105.55	\$ 3,784.64
R186688	2	\$ 43,337.10	\$ 3,481.87
R186689	2	\$ 43,337.10	\$ 3,481.87
R186690	2	\$ 43,337.10	\$ 3,481.87
R186691	2	\$ 43,337.10	\$ 3,481.87
R186692	2	\$ 43,337.10	\$ 3,481.87

Parcel ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2025
R186693	2	\$ 43,337.10	\$ 3,481.87
R186694	2	\$ 43,337.10	\$ 3,481.87
R186695	2	\$ 43,337.10	\$ 3,481.87
R186696	2	\$ 43,337.10	\$ 3,481.87
R186697	2	\$ 43,337.10	\$ 3,481.87
R186698	2	\$ 43,337.10	\$ 3,481.87
R186699	2	\$ 43,337.10	\$ 3,481.87
R186700	2	\$ 43,337.10	\$ 3,481.87
R186701	2	\$ 43,337.10	\$ 3,481.87
R186702	2	\$ 43,337.10	\$ 3,481.87
R186703	2	\$ 43,337.10	\$ 3,481.87
R186704	2	\$ 43,337.10	\$ 3,481.87
R186705	2	\$ 43,337.10	\$ 3,481.87
R186706	2	\$ 43,337.10	\$ 3,481.87
R186707	Non-Benefited	\$ -	\$ -
R186708	3	\$ 47,105.55	\$ 3,784.64
R186709	3	\$ 47,105.55	\$ 3,784.64
R186710	3	\$ 47,105.55	\$ 3,784.64
R186711	3	\$ 47,105.55	\$ 3,784.64
R186712	3	\$ 47,105.55	\$ 3,784.64
R186713	3	\$ 47,105.55	\$ 3,784.64
R186714	3	\$ 47,105.55	\$ 3,784.64
R186715	3	\$ 47,105.55	\$ 3,784.64
R186716	3	\$ 47,105.55	\$ 3,784.64
R186717	2	\$ 43,337.10	\$ 3,481.87
R186718	2	\$ 43,337.10	\$ 3,481.87
R186719	2	\$ 43,337.10	\$ 3,481.87
R186720	2	\$ 43,337.10	\$ 3,481.87
R186721	2	\$ 43,337.10	\$ 3,481.87
R186722	2	\$ 43,337.10	\$ 3,481.87
R186723	2	\$ 43,337.10	\$ 3,481.87
R186724	2	\$ 43,337.10	\$ 3,481.87
R186725	2	\$ 43,337.10	\$ 3,481.87
R186726	2	\$ 43,337.10	\$ 3,481.87
R186727	2	\$ 43,337.10	\$ 3,481.87

Parcel ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2025
R186728	2	\$ 43,337.10	\$ 3,481.87
R186729	2	\$ 43,337.10	\$ 3,481.87
R186730	2	\$ 43,337.10	\$ 3,481.87
R186731	2	\$ 43,337.10	\$ 3,481.87
R186732	2	\$ 43,337.10	\$ 3,481.87
R186733	2	\$ 43,337.10	\$ 3,481.87
R186734	2	\$ 43,337.10	\$ 3,481.87
R186735	2	\$ 43,337.10	\$ 3,481.87
R186736	2	\$ 43,337.10	\$ 3,481.87
R186737	2	\$ 43,337.10	\$ 3,481.87
R186738	2	\$ 43,337.10	\$ 3,481.87
R186739	2	\$ 43,337.10	\$ 3,481.87
R186740	2	\$ 43,337.10	\$ 3,481.87
R186741	2	\$ 43,337.10	\$ 3,481.87
R186742	2	\$ 43,337.10	\$ 3,481.87
R186743	2	\$ 43,337.10	\$ 3,481.87
R186744	2	\$ 43,337.10	\$ 3,481.87
R186745	2	\$ 43,337.10	\$ 3,481.87
R186746	2 [a]	\$ -	\$ -
R186747	2	\$ 43,337.10	\$ 3,481.87
R186748	2	\$ 43,337.10	\$ 3,481.87
R186749	2	\$ 43,337.10	\$ 3,481.87
R186750	2	\$ 43,337.10	\$ 3,481.87
R186751	2	\$ 43,337.10	\$ 3,481.87
R186752	2	\$ 43,337.10	\$ 3,481.87
R186753	2	\$ 43,337.10	\$ 3,481.87
R186754	2	\$ 43,337.10	\$ 3,481.87
R186755	2	\$ 43,337.10	\$ 3,481.87
R186756	2	\$ 43,337.10	\$ 3,481.87
R186757	2	\$ 43,337.10	\$ 3,481.87
R186758	2	\$ 43,337.10	\$ 3,481.87
R186759	2	\$ 43,337.10	\$ 3,481.87
R186760	2	\$ 43,337.10	\$ 3,481.87
R186761	2	\$ 43,337.10	\$ 3,481.87
R186762	2	\$ 43,337.10	\$ 3,481.87

Parcel ID	Lot Type	Improvement Area #1	
		Outstanding Assessment	Annual Installment Due 1/31/2025
R186763	2	\$ 43,337.10	\$ 3,481.87
R186764	2	\$ 43,337.10	\$ 3,481.87
R186765	2	\$ 43,337.10	\$ 3,481.87
R186766	2	\$ 43,337.10	\$ 3,481.87
R186767	2	\$ 43,337.10	\$ 3,481.87
R186768	2	\$ 43,337.10	\$ 3,481.87
R186769	2	\$ 43,337.10	\$ 3,481.87
R186770	2	\$ 43,337.10	\$ 3,481.87
R186771	2	\$ 43,337.10	\$ 3,481.87
R186772	2	\$ 43,337.10	\$ 3,481.87
R186773	2	\$ 43,337.10	\$ 3,481.87
R186774	2	\$ 43,337.10	\$ 3,481.87
R186775	2	\$ 43,337.10	\$ 3,481.87
R186776	2	\$ 43,337.10	\$ 3,481.87
R186777	2	\$ 43,337.10	\$ 3,481.87
R186778	2	\$ 43,337.10	\$ 3,481.87
R186779	2	\$ 43,337.10	\$ 3,481.87
R186780	2	\$ 43,337.10	\$ 3,481.87
R186781	2	\$ 43,337.10	\$ 3,481.87
R186782	2	\$ 43,337.10	\$ 3,481.87
R186783	1	\$ 41,452.88	\$ 3,330.48
R186784	1	\$ 41,452.88	\$ 3,330.48
R186785	1	\$ 41,452.88	\$ 3,330.48
R186786	1	\$ 41,452.88	\$ 3,330.48
R186787	1	\$ 41,452.88	\$ 3,330.48
R186788	1	\$ 41,452.88	\$ 3,330.48
R186789	Non-Benefited	\$ -	\$ -
R186790	1	\$ 41,452.88	\$ 3,330.48
R186791	1	\$ 41,452.88	\$ 3,330.48
R186792	1	\$ 41,452.88	\$ 3,330.48
R186793	1	\$ 41,452.88	\$ 3,330.48
R186794	1	\$ 41,452.88	\$ 3,330.48
R186795	1	\$ 41,452.88	\$ 3,330.48
R186796	3	\$ 47,105.55	\$ 3,784.64
R186797	3	\$ 47,105.55	\$ 3,784.64

		Improvement Area #1	
Parcel ID	Lot Type	Annual Installment	
		Outstanding Assessment	Due 1/31/2025
R186798	3	\$ 47,105.55	\$ 3,784.64
R186799	3	\$ 47,105.55	\$ 3,784.64
R186800	3	\$ 47,105.55	\$ 3,784.64
R186801	3	\$ 47,105.55	\$ 3,784.64
R186802	3	\$ 47,105.55	\$ 3,784.64
R186803	3	\$ 47,105.55	\$ 3,784.64
R186804	3	\$ 47,105.55	\$ 3,784.64
R186805	3	\$ 47,105.55	\$ 3,784.64
R186806	2	\$ 43,337.10	\$ 3,481.87
R186807	2	\$ 43,337.10	\$ 3,481.87
R186808	2	\$ 43,337.10	\$ 3,481.87
R186809	2	\$ 43,337.10	\$ 3,481.87
R186810	3	\$ 47,105.55	\$ 3,784.64
R186811	3	\$ 47,105.55	\$ 3,784.64
R186812	3	\$ 47,105.55	\$ 3,784.64
R186813	3	\$ 47,105.55	\$ 3,784.64
R186814	3	\$ 47,105.55	\$ 3,784.64
R186815	3	\$ 47,105.55	\$ 3,784.64
R186816	3	\$ 47,105.55	\$ 3,784.64
R186817	3	\$ 47,105.55	\$ 3,784.64
R186818	3	\$ 47,105.55	\$ 3,784.64
R186819	3	\$ 47,105.55	\$ 3,784.64
Total		\$ 6,954,662.76	\$ 558,764.33

[a] Prepaid in full.

Note: Totals may not sum due to rounding and may not match outstanding bonds due to Prepayments for which PID Bonds have not yet been redeemed.

EXHIBIT G – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Annual Installment
2025	\$ 112,000.00	\$ 374,196.26	\$ 40,805.00	\$ 34,990.00	\$ 561,991.26
2026	116,000.00	369,156.26	41,621.10	34,430.00	561,207.36
2027	121,000.00	363,936.26	42,453.52	33,850.00	561,239.78
2028	126,000.00	358,491.26	43,302.59	33,245.00	561,038.85
2029	132,000.00	352,821.26	44,168.64	32,615.00	561,604.90
2030	138,000.00	346,881.26	45,052.02	31,955.00	561,888.28
2031	144,000.00	340,671.26	45,953.06	31,265.00	561,889.32
2032	151,000.00	332,931.26	46,872.12	30,545.00	561,348.38
2033	159,000.00	324,815.00	47,809.56	29,790.00	561,414.56
2034	168,000.00	316,268.76	48,765.75	28,995.00	562,029.51
2035	176,000.00	307,238.76	49,741.07	28,155.00	561,134.83
2036	186,000.00	297,778.76	50,735.89	27,275.00	561,789.65
2037	196,000.00	287,781.26	51,750.61	26,345.00	561,876.87
2038	206,000.00	277,246.26	52,785.62	25,365.00	561,396.88
2039	217,000.00	266,173.76	53,841.33	24,335.00	561,350.09
2040	229,000.00	254,510.00	54,918.16	23,250.00	561,678.16
2041	241,000.00	242,201.26	56,016.52	22,105.00	561,322.78
2042	254,000.00	229,247.50	57,136.85	20,900.00	561,284.35
2043	268,000.00	215,595.00	58,279.59	19,630.00	561,504.59
2044	283,000.00	201,190.00	59,445.18	18,290.00	561,925.18
2045	298,000.00	185,625.00	60,634.08	16,875.00	561,134.08
2046	315,000.00	169,235.00	61,846.77	15,385.00	561,466.77
2047	333,000.00	151,910.00	63,083.70	13,810.00	561,803.70
2048	351,000.00	133,595.00	64,345.37	12,145.00	561,085.37
2049	371,000.00	114,290.00	65,632.28	10,390.00	561,312.28
2050	392,000.00	93,885.00	66,944.93	8,535.00	561,364.93
2051	414,000.00	72,325.00	68,283.83	6,575.00	561,183.83
2052	438,000.00	49,555.00	69,649.50	4,505.00	561,709.50
2053	463,000.00	25,465.00	71,042.49	2,315.00	561,822.49
Total	\$ 6,998,000.00	\$ 7,055,016.40	\$ 1,582,917.13	\$ 647,865.00	\$ 16,283,798.53

[a] Interest is calculated at the actual rate of the Improvement Area #1 Bonds.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H-1 – IMPROVEMENT AREA #2 ASSESSMENT ROLL

Parcel ID	Lot Type	Improvement Area #2	
		Outstanding Assessment [a]	Annual Installment Due 1/31/2025
R17781	Improvement Area #2 Initial Parcel	\$ 339,769.33	\$ -
R92198	Improvement Area #2 Initial Parcel	\$ 129,715.96	\$ -
R92197	Improvement Area #2 Initial Parcel	\$ 129,715.96	\$ -
R92195	Improvement Area #2 Initial Parcel	\$ 129,715.96	\$ -
R92188	Improvement Area #2 Initial Parcel	\$ 2,101,614.70	\$ -
R92194	Improvement Area #2 Initial Parcel	\$ 129,715.96	\$ -
R17780	Improvement Area #2 Initial Parcel	\$ 3,561,697.52	\$ -
R17799	Improvement Area #2 Initial Parcel	\$ 351,054.62	\$ -
Total		\$ 6,873,000.00	\$ -

[a] Until a plat has been recorded within the Improvement Area #2 Initial Parcel, the Improvement Area #2 Annual Installment will be allocated to each Property ID within the Improvement Area #2 Initial Parcel based on the Appraisal District acreage for billing purposes only.

Note: Totals may not sum due to rounding.

EXHIBIT H-2 – IMPROVEMENT AREA #2 ASSESSMENT ROLL BY BLOCK AND LOT

Parcel ID [a]	Legal Description	Lot Type	Improvement Area #2	
			Outstanding Assessment	Annual Installment Due 1/31/2025
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK C, Lot 43	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK C, Lot 44	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK C, Lot 45	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK C, Lot 46	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK C, Lot 47	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK C, Lot 48	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK N, Lot 15	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK N, Lot 16	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK N, Lot 17	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK N, Lot 18	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK N, Lot 19	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK N, Lot 20	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 13	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 14	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 15	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 16	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 17	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 18	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 19	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK M, Lot 20	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 9	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 10	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 11	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 12	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 13	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 14	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 15	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 16	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 17	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 18	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 19	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 20	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 21	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 22	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 23	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 24	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 25	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK K, Lot 26	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK O, Lot 1	Non-Benefited	\$ -	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK O, Lot 2	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK O, Lot 3	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 12	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 13	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 14	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 15	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 16	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 17	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 18	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 19	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 20	6	\$ 43,620.03	\$ -

Parcel ID [a]	Legal Description	Lot Type	Improvement Area #2	
			Outstanding Assessment	Annual Installment Due 1/31/2025
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 21	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 22	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 23	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 24	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK I, Lot 1	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 1	4	\$ 39,826.99	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 2	4	\$ 39,826.99	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 3	4	\$ 39,826.99	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 4	4	\$ 39,826.99	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 5	4	\$ 39,826.99	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 6	4	\$ 39,826.99	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 7	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 8	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 9	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 10	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 11	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 12	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 13	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 14	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 15	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 16	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 17	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 18	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 19	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 20	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 21	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 22	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 23	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 24	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 25	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 26	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 27	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 28	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 29	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 30	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 31	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 32	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 33	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 34	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK H, Lot 35	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 1	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 2	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 3	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 4	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 5	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 6	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 7	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 8	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 9	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 10	5	\$ 41,723.51	\$ -

Parcel ID [a]	Legal Description	Lot Type	Improvement Area #2	
			Outstanding Assessment	Annual Installment Due 1/31/2025
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 11	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 12	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 13	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 14	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 15	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 16	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 17	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 18	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 19	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 20	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 21	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 22	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 23	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 24	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK R, Lot 25	5	\$ 41,723.51	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 1	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 2	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 3	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 4	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 5	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 6	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 7	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 8	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 9	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 10	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 11	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 12	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 13	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 14	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 15	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 16	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 17	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 18	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 19	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 20	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 21	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Q, Lot 22	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 1	Non-Benefited	\$ -	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 2	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 3	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 4	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 5	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 6	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 7	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 8	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 9	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 10	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 11	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 12	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 13	6	\$ 43,620.03	\$ -

Parcel ID [a]	Legal Description	Lot Type	Improvement Area #2	
			Outstanding Assessment	Annual Installment Due 1/31/2025
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK P, Lot 14	Non-Benefited	\$ -	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 12	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 13	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 14	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 15	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 16	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 17	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 18	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 19	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 20	6	\$ 43,620.03	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 21	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 22	7	\$ 47,413.08	\$ -
TBD	HERITAGE DRIPPING SPRINGS PH2, BLOCK Y, Lot 23	7	\$ 47,413.08	\$ -
Total			\$ 6,873,000.00	\$ -

[a] Plat was recorded on March 13, 2024. Property IDs have not been assigned by the Appraisal District.
 Note: Totals may not sum due to rounding.

EXHIBIT I – IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2025	\$ -	\$ 351,811.69	\$ -	\$ -	\$ (351,811.69)	\$ -
2026	97,000.00	402,070.50	40,800.00	34,365.00	-	574,235.50
2027	103,000.00	396,396.00	41,616.00	33,880.00	-	574,892.00
2028	108,000.00	390,370.50	42,448.32	33,365.00	-	574,183.82
2029	115,000.00	384,052.50	43,297.29	32,825.00	-	575,174.79
2030	121,000.00	377,325.00	44,163.23	32,250.00	-	574,738.23
2031	128,000.00	370,246.50	45,046.50	31,645.00	-	574,938.00
2032	135,000.00	362,758.50	45,947.43	31,005.00	-	574,710.93
2033	143,000.00	354,861.00	46,866.38	30,330.00	-	575,057.38
2034	151,000.00	346,495.50	47,803.70	29,615.00	-	574,914.20
2035	159,000.00	337,662.00	48,759.78	28,860.00	-	574,281.78
2036	168,000.00	328,360.50	49,734.97	28,065.00	-	574,160.47
2037	178,000.00	318,532.50	50,729.67	27,225.00	-	574,487.17
2038	188,000.00	308,119.50	51,744.27	26,335.00	-	574,198.77
2039	199,000.00	297,121.50	52,779.15	25,395.00	-	574,295.65
2040	211,000.00	285,480.00	53,834.73	24,400.00	-	574,714.73
2041	223,000.00	273,136.50	54,911.43	23,345.00	-	574,392.93
2042	236,000.00	260,091.00	56,009.66	22,230.00	-	574,330.66
2043	250,000.00	246,285.00	57,129.85	21,050.00	-	574,464.85
2044	265,000.00	231,660.00	58,272.45	19,800.00	-	574,732.45
2045	281,000.00	216,157.50	59,437.90	18,475.00	-	575,070.40
2046	297,000.00	199,719.00	60,626.65	17,070.00	-	574,415.65
2047	315,000.00	182,344.50	61,839.19	15,585.00	-	574,768.69
2048	334,000.00	163,917.00	63,075.97	14,010.00	-	575,002.97
2049	354,000.00	144,378.00	64,337.49	12,340.00	-	575,055.49
2050	375,000.00	123,669.00	65,624.24	10,570.00	-	574,863.24
2051	397,000.00	101,731.50	66,936.72	8,695.00	-	574,363.22
2052	421,000.00	78,507.00	68,275.46	6,710.00	-	574,492.46
2053	447,000.00	53,878.50	69,640.97	4,605.00	-	575,124.47
2054	474,000.00	27,729.00	71,033.79	2,370.00	-	575,132.79
Total	\$ 6,873,000.00	\$ 7,914,867.19	\$ 1,582,723.17	\$ 646,415.00	\$ (351,811.69)	\$ 16,665,193.67

[a] Interest is calculated at a 5.850% rate for illustrative purposes.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT J – MAXIMUM ASSESSMENT PER LOT TYPE

Lot Type	Units	Total Assessment	Maximum Assessment per Lot Type
Improvement Area #1			
1	12	\$ 497,434.57	\$41,452.88 per Unit
2	100	\$ 4,333,710.29	\$43,337.10 per Unit
3	46	\$ 2,166,855.14	\$47,105.55 per Unit
Total		\$ 6,998,000.00	
Improvement Area #2			
4	6	\$ 238,961.92	\$39,826.99 per Unit
5	68	\$ 2,837,198.68	\$41,723.51 per Unit
6	74	\$ 3,227,882.45	\$43,620.03 per Unit
7	12	\$ 568,956.95	\$47,413.08 per Unit
Total		\$ 6,873,000.00	

EXHIBIT K – ESTIMATED BUILDOUT VALUE FOR IMPROVEMENT AREA #1, IMPROVEMENT AREA #2 AND FUTURE IMPROVEMENT AREAS

	Units		Estimated Buildout Value Per Unit [a]	Estimated Buildout Value	% of Estimated Buildout Value
<i>Improvement Area #1</i>					
35'	12	lots	\$ 440,000	\$ 5,280,000	
40'	100	lots	\$ 460,000	\$ 46,000,000	
45'	46	lots	\$ 500,000	\$ 23,000,000	
				\$ 74,280,000	25.61%
<i>Improvement Area #2</i>					
35'	6	lots	\$ 420,000	\$ 2,520,000	
40'	68	lots	\$ 440,000	\$ 29,920,000	
45'	74	lots	\$ 460,000	\$ 34,040,000	
50'	12	lots	\$ 500,000	\$ 6,000,000	
				\$ 72,480,000	24.99%
<i>Future Improvement Areas</i>					
35'	45	lots	\$ 420,000	\$ 18,900,000	
40'	34	lots	\$ 440,000	\$ 14,960,000	
45'	134	lots	\$ 460,000	\$ 61,640,000	
50'	64	lots	\$ 500,000	\$ 32,000,000	
Multi-Family	105	lots	\$ 150,000	\$ 15,750,000	
				\$ 143,250,000	49.39%
				\$ 290,010,000	

[a] For the purposes of determining the allocation of Assessments between Lot Types in Future Improvement Areas, the Estimated Buildout Values shown above will not change.

EXHIBIT L-1 – IMPROVEMENT AREA #1 FINAL PLAT

VICINITY MAP

NOT TO SCALE

LEGEND

RF	1/2" IRON ROD FOUND
RFPC	1/2" IRON ROD W/PLASTIC CAP FOUND
RFSC	1/2" IRON ROD W/PLASTIC CAP STAMPED "NEW" SET IN NEW PLACING
RFNA SET	1/2" IRON ROD FOUND
RF	BRICK TRESTLE GISE FOUND
CMF	CONCRETE MONUMENT FOUND
ROW	RIGHT-OF-WAY
NCR	NEW CITY BLOCK
VOL	VOLUME
PL	PAGE
OFFHC	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
DRHC	DEED RECORDS OF HAYS COUNTY, TEXAS
—H—	RIGHT OF WAY CENTERLINE

GENERAL NOTES

- THIS DEVELOPMENT IS SUBJECT TO THE HERITAGE DEVELOPMENT AGREEMENT, APPROVED BY CITY COUNCIL, OCTOBER 17, 2017 (EXECUTED NOVEMBER 10, 2017 AND RECORDED ON MAY 7, 2021 IN COUNTY DOCUMENT NO. 21023084 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX.
- THIS DEVELOPMENT IS LOCATED WITHIN THE CITY LIMITS OF THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS.
- ZONING OF THIS DEVELOPMENT IS GOVERNED BY THE CITY OF DRIPPING SPRINGS PID #1.
- THIS DEVELOPMENT IS LOCATED WITHIN THE CONTRIBUTION ZONE OF THE EDWARDS AQUIFER AND IS SUBJECT TO THE RULES AND REGULATIONS OF THE EDWARDS AQUIFER PROTECTION PROGRAM OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ).
- DEVELOPMENT DESIGN STANDARDS PER THE HERITAGE DEVELOPMENT AGREEMENT OR THE CITY OF DRIPPING SPRINGS AS APPLICABLE.
- UTILITIES WILL BE PROVIDED BY THE FOLLOWING:
 - WATER: DRIPPING SPRINGS WATER SUPPLY CORPORATION
 - WASTEWATER: CITY OF DRIPPING SPRINGS
 - ELECTRIC: PROGRAM 1615 ELECTRIC COMPANY
- (ALL) NEW TELEPHONE AND CABLE TELEVISION UTILITY LINES AND ALL ELECTRIC UTILITY LATERAL AND SERVICE LINES AND WIRES SHALL BE PLACED UNDERGROUND, EXCEPT AS OTHERWISE HEREIN PROVIDED.
- ALL ELECTRIC, CABLE TELEVISION, AND TELEPHONE SUPPORT EQUIPMENT (TRANSFORMERS, AMPLIFIERS, SWITCHING DEVICES, ETC.) NECESSARY FOR UNDERGROUND INSTALLATIONS IN SUBDIVISIONS SHALL BE PROTECTIVELY PLACED UNDERGROUND IN A PUBLIC UTILITY EASEMENT IN ANY OTHER THAN A RIGHT-OF-WAY.
- ALL PROPOSED COLLECTOR AND LOCAL STREETS WITHIN THIS SUBDIVISION SHALL HAVE A MIN. 9" OR 6" WIDE CONCRETE SIDEWALK ALONG ONE SIDE OF THE STREET.
- OWNERSHIP AND MAINTENANCE OF ALL NON-SINGLE FAMILY LOTS (EXCLUDING PUBLIC PARK LANDS) WILL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION.
- ALL DRAINAGE EASEMENT LOTS AND IMPROVEMENTS CONSTRUCTED WITHIN THOSE LOTS WILL BE OWNED AND MAINTAINED BY THE HOA.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
- THE LIMITS OF THE 100-YR STORM WATER RUNOFF ARE CONTAINED WITHIN DRAINAGE EASEMENTS.
- THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR INSPECTION, OPERATION AND MAINTENANCE.
- ALL EXISTING BUILDINGS, DRIVEWAYS, ROADS, ETC. WILL BE REMOVED, EXCEPT AS NOTED.
- A 15-FT PUBLIC UTILITY EASEMENT ADJACENT TO ALL PUBLIC STREETS IS HEREBY DEDICATED.
- THE PROPOSED DEVELOPMENT SHALL DEMONSTRATE COMPLIANCE WITH ALL REQUIREMENTS ESTABLISHED IN THE 2012 INTERNATIONAL FIRE CODE AND LOCAL ORDINANCES.
- STREET TREES SHALL BE PLANTED IN EACH LOT PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY PER THE QUANTITY, SIZE AND LOCATION REQUIREMENTS OF PID NO. 5 EXHIBIT G.

FINAL PLAT OF HERITAGE- DRIPPING SPRINGS- PHASE I

BEING A TOTAL OF 37.073 ACRES OF LAND OUT OF THE PHILIP SMITH SURVEY, ABSTRACT NO. 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS; AND CONTAINING A PORTION OF THAT CERTAIN 188.130 ACRE TRACT CONVEYED TO MI HOMES OF AUSTIN, LLC, AND TRI POINT HOMES OF TEXAS, INC. IN DOCUMENT NO. 21023196, ALSO CONTAINING A PORTION OF THAT CERTAIN 2.187 ACRE TRACT CONVEYED TO BOBWHITE INVESTMENTS, LP, IN DOCUMENT NO. 15003085, BOTH RECORDED IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

Kimley»Horn

1014 J. Ashville Road, Corpus Christi, TX 78401 | Tel. (361) 418-1171 | Fax (361) 418-1171
 Suite 200, Austin, Texas 78705 | Form # 1019424 | www.kimley-horn.com

DESIGNED BY	CHECKED BY	DRAWN/ENLARGED	PROJECT NO.
SKL	JAM		06-13-2022
			00776116

CITY 5866-00P
 STATE OF TEXAS
 CITY OF DRIPPING SPRINGS, TEXAS
 HAYS COUNTY, TEXAS

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AND IS HEREBY APPROVED.

APPROVED THIS 23rd DAY OF April, 2022 A.D. BY: *[Signature]*
 ANDREA CARDESA, CITY SECRETARY
 CHAIR OF PLANNING AND ZONING COMMISSION

STATE OF TEXAS
 COUNTY OF HAYS

I, ELAINE HANSON CARDESA, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 23rd DAY OF July, A.D. 2022, AT 11:26 O'CLOCK P.M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN C/F# 22c33539

[Signature]
 ELAINE HANSON CARDESA, MPA, PH.D.
 COUNTY CLERK
 HAYS COUNTY, TEXAS

ENGINEERING AND PUBLIC WORKS DEPARTMENT

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO INCLUDING WATER SUPPLY AND DRAINAGE WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY THE CITY OF DRIPPING SPRINGS TO QUESTION THE RELIABLE CONCERNING DRAINAGE WATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND, IN SOME AREAS, OFFER THE BEST FEASIBLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER TREATMENT WHICH HAS BEEN APPROVED AND PERMITTED BY THE CITY OF DRIPPING SPRINGS.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL CITY OF DRIPPING SPRINGS DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

[Signature] 6-23-22
 DAVID CARLIN, P.E.
 CITY ENGINEER

INDEX MAP

NOT TO SCALE

TYPICAL SETBACK DETAIL

NOT TO SCALE

STATE OF TEXAS
 COUNTY OF HAYS

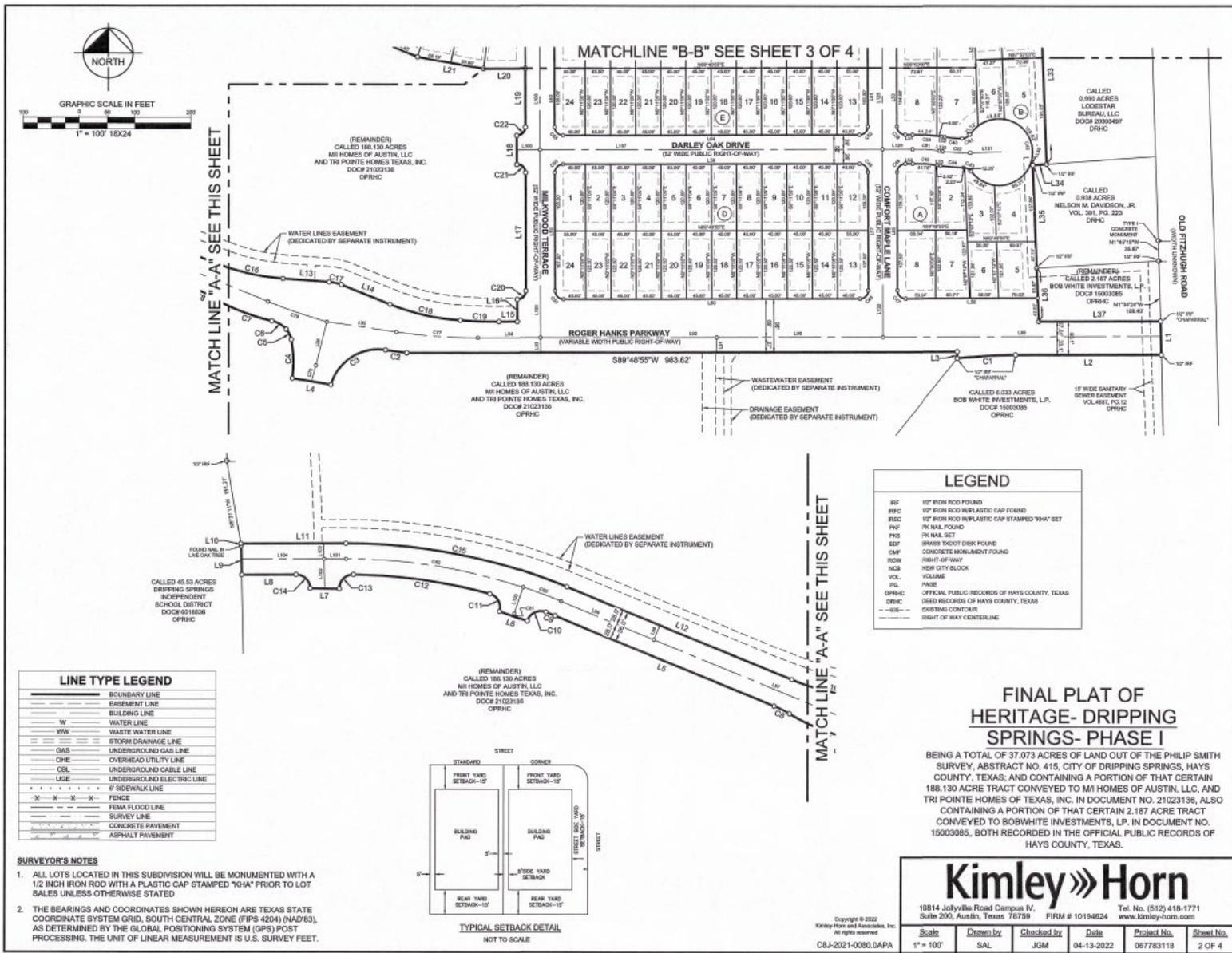
I HEREBY CERTIFY THAT THE ABOVE PLAT CONFORMS TO THE MINIMUM STANDARDS SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY NEAL-YORK & ASSOCIATES, INC.

[Signature] 5-12-2022
 NEAL-YORK & ASSOCIATES, INC.
 1300 WESTBROOK BLVD.
 SUITE 100
 SAN ANGELO, TX 76901

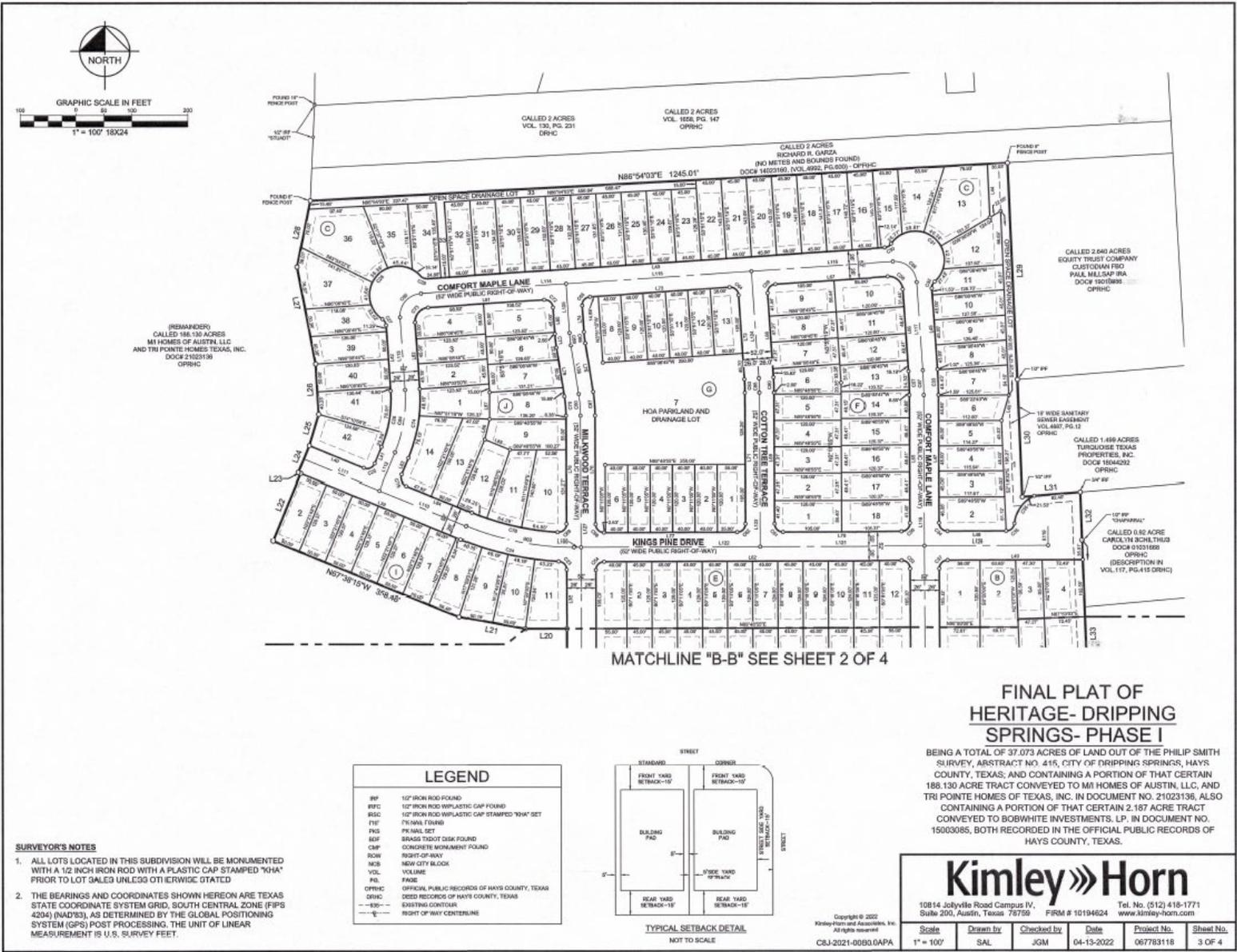
STATE OF TEXAS
 COUNTY OF HAYS

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THE PLAT TO THE EXTENT OF ENGINEERING CONSIDERATION AS REQUIRED TO THE BEST OF MY KNOWLEDGE THAT PLAT CONFORMS TO ALL REQUIREMENTS OF THE CODE OF ORDINANCES ADOPTED FOR THE PURPOSES OF THE PLAT OF THE PLANNING COMMISSION.

[Signature] 5/11/2022
 ALEXANDER GRANDORR, P.E.
 130004
 LICENSED PROFESSIONAL ENGINEER
 STATE OF TEXAS



HERITAGE PID PRELIMINARY 2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN



HERITAGE PID PRELIMINARY 2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

LINE TABLE		LINE TABLE			
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S01°21'40"E	83.00	L68	S03°51'15"E	151.70
L2	S89°48'04"W	260.30	L69	S00°11'05"E	233.20
L3	N02°11'05"W	11.61	L70	N89°48'05"E	210.37
L4	N89°48'02"W	69.80	L71	N01°10'57"W	233.20
L5	N07°30'19"W	423.81	L72	N03°01'15"W	151.70
L6	N70°06'49"W	62.02	L73	S88°06'48"W	240.88
L7	N89°01'48"W	62.04	L74	S03°51'15"E	47.90
L8	S89°48'05"W	97.42	L75	S03°01'34"E	88.70
L9	N01°10'11"W	52.40	L76	S00°11'05"E	163.51
L10	N89°51'17"W	3.88	L77	N89°48'05"E	237.63
L11	N89°48'05"E	187.96	L78	N01°10'57"W	192.85
L12	S07°36'19"E	434.63	L79	N00°01'34"W	88.70
L13	S89°48'01"E	82.67	L80	N03°01'15"W	47.90
L14	S89°48'03"E	93.92	L81	S88°06'45"W	207.04
L15	N89°48'05"E	32.44	L82	S03°51'15"E	120.18
L16	N02°10'32"W	45.00	L83	S22°21'45"W	31.90
L17	N01°10'57"W	212.50	L84	S07°36'19"E	126.94
L18	N01°10'57"W	62.00	L85	S07°36'19"E	46.62
L19	N01°10'57"W	156.00	L86	S13°41'14"W	37.49
L20	S89°48'05"W	73.94	L87	S00°00'00"E	46.11
L21	N79°59'59"W	119.88	L88	S88°47'07"E	4.82
L22	N22°21'45"E	129.37	L89	S89°48'05"W	493.29
L23	N07°36'19"E	4.60	L90	S89°48'05"W	297.32
L24	N22°21'45"E	52.00	L91	S00°11'05"E	27.00
L25	N18°50'39"E	88.51	L92	S89°48'05"W	314.60
L26	N03°23'30"W	90.24	L93	N01°10'57"E	27.00
L27	N10°43'32"W	177.50	L94	S89°48'05"W	111.48
L28	N11°43'05"E	121.51	L95	N01°49'21"W	120.54
L29	S02°39'23"E	368.87	L96	S14°03'35"W	80.97
L30	S02°17'04"E	206.69	L97	N03°01'15"W	374.40
L31	N89°50'10"E	103.93	L98	S22°21'45"W	28.00
L32	S22°09'05"E	86.40	L99	N03°01'15"W	179.41
L33	S02°09'05"E	329.29	L100	N18°12'37"E	48.92
L34	S07°36'19"W	24.01	L101	S89°48'05"W	36.00
L35	S02°34'01"E	186.05	L102	S01°17'05"E	53.60
L36	S02°09'57"E	95.88	L103	S01°17'05"E	26.91
L37	N89°48'07"E	217.57	L104	S89°48'05"W	147.60
L38	N01°10'57"W	106.73	L105	S00°11'05"E	337.50
L39	N07°36'19"W	300.34	L106	S89°48'05"E	41.00
L40	S07°36'19"E	100.00	L107	N89°48'05"E	612.00
L41	N22°21'45"E	31.90	L108	S00°11'05"E	202.00
L42	N05°51'15"W	116.10	L109	S89°48'05"E	12.87
L43	N89°38'45"E	616.84	L110	S07°36'19"E	166.94
L44	S02°29'12"E	96.47	L111	S07°36'19"E	146.00
L45	S03°51'15"E	146.46	L112	N22°21'45"E	72.90
L46	S15°54'11"W	47.67	L113	N03°01'15"W	131.18
L47	S00°11'05"E	227.52	L114	N89°08'40"E	299.04
L48	N89°48'05"E	104.87	L115	N89°08'40"E	331.80
L49	S89°48'05"W	241.44	L116	N89°08'40"E	292.00
L50	S00°11'05"E	210.00	L117	S03°51'15"E	198.49
L51	N89°48'05"E	13.10	L118	S00°11'05"E	289.52
L52	S81°09'18"E	6.39	L119	N00°01'37"W	34.00
L53	N81°40'18"W	6.39	L120	S89°48'05"E	220.44
L54	S89°48'05"W	13.10	L121	N89°48'05"E	292.37
L55	S00°11'05"E	212.50	L122	N89°48'05"E	319.67
L56	N89°48'05"E	234.69	L123	S00°11'05"E	274.20
L57	N01°10'57"W	212.50	L124	S03°51'15"E	162.70
L58	S89°48'05"W	530.00	L125	S03°51'15"E	86.50
L59	S00°11'05"E	212.50	L126	S06°01'34"E	86.70
L60	N89°48'05"E	530.00	L127	S00°11'05"E	234.51
L61	N01°10'57"W	210.00	L128	S00°11'05"E	292.00
L62	S89°48'05"W	530.00	L129	N89°48'05"E	54.10
L63	S00°11'05"E	210.00	L130	S81°09'18"E	6.39
L64	N89°48'05"E	530.00	L131	N89°14'42"E	55.31
L65	N01°10'57"W	227.52	L132	S00°11'05"E	337.50
L66	N03°51'15"W	147.40			
L67	S89°08'40"W	200.00			

CURVE TABLE					CURVE TABLE						
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	0°04'00"	300.00	102.74	S85°44'47"W	102.69	C48	90°00'00"	15.00	23.90	N44°48'05"E	21.21
C2	2°07'00"	1035.00	38.27	N82°27'38"W	38.27	C49	90°00'00"	15.00	23.90	N44°48'05"W	21.21
C3	82°13'00"	38.00	126.20	S87°31'48"W	115.72	C50	90°00'00"	15.00	23.90	S44°48'05"W	21.21
C4	10°58'12"	236.00	69.90	N01°28'51"W	66.64	C51	90°00'00"	15.00	23.90	S44°48'05"W	21.21
C5	32°51'10"	38.00	25.70	N28°28'33"W	20.42	C52	90°00'00"	15.00	23.90	N44°48'05"E	21.21
C6	34°01'30"	51.00	35.20	N59°36'04"W	29.85	C53	90°00'00"	15.00	23.90	N44°48'05"W	21.21
C7	18°00'00"	380.00	119.49	N87°32'41"W	119.00	C54	90°00'00"	15.00	23.90	S44°48'05"W	21.21
C8	6°46'04"	300.00	35.81	N03°15'13"W	35.80	C55	90°00'00"	15.00	23.90	N44°48'05"E	21.21
C9	1°02'28"	972.00	17.60	N89°08'28"W	17.65	C56	90°00'00"	15.00	23.90	N44°48'05"E	21.21
C10	99°12'24"	25.00	41.54	S63°43'07"W	36.52	C57	3°49'10"	674.00	43.17	N82°01'10"W	43.16
C11	91°52'10"	25.00	40.00	N28°57'19"W	35.50	C58	90°00'00"	25.00	39.27	N44°48'05"W	36.36
C12	14°32'40"	972.00	246.74	N82°07'28"W	246.58	C59	90°00'00"	15.00	23.90	S44°48'05"W	21.21
C13	62°00'10"	25.00	40.14	S44°48'04"W	35.87	C60	3°49'10"	434.00	27.80	S02°01'10"E	27.79
C14	89°54'00"	25.00	36.79	N44°48'05"W	35.61	C61	90°00'00"	15.00	23.90	S44°48'05"W	21.21
C15	22°32'50"	1028.00	434.54	S76°54'40"E	431.83	C62	90°00'00"	15.00	23.90	N44°48'05"W	21.21
C16	18°10'40"	410.00	130.00	S76°43'38"E	129.54	C63	3°49'10"	392.00	24.46	N82°01'10"W	24.46
C17	17°31'11"	72.00	22.44	S77°32'48"E	22.30	C64	90°00'00"	15.00	23.90	N44°48'05"W	21.21
C18	10°32'40"	410.00	129.24	S77°32'22"E	128.71	C65	90°00'00"	15.00	23.90	S44°48'05"W	21.21
C19	4°01'32"	968.00	66.41	S86°49'19"E	66.40	C66	9°10'10"	234.00	20.22	S09°25'20"E	20.21
C20	90°00'00"	15.00	23.90	N44°48'05"E	21.21	C67	6°59'28"	276.00	42.69	S44°48'05"E	42.69
C21	90°00'00"	15.00	23.90	N44°48'05"E	21.21	C68	90°00'00"	15.00	23.90	S44°48'05"E	21.21
C22	90°00'00"	15.00	23.90	N44°48'05"E	21.21	C69	8°29'29"	25.00	24.48	N44°39'40"E	21.89
C23	89°34'20"	15.00	22.80	N44°28'11"W	20.67	C70	6°59'28"	234.00	34.57	N44°39'20"E	34.53
C24	19°34'40"	526.00	179.79	N77°23'39"W	178.88	C71	5°10'10"	276.00	24.91	N08°28'25"W	24.91
C25	90°00'00"	15.00	23.90	N67°21'45"E	21.21	C72	90°00'00"	15.00	23.90	N44°48'05"W	21.21
C26	28°13'00"	224.00	102.49	N69°15'15"E	101.83	C73	90°00'00"	25.00	39.27	S44°48'05"W	39.36
C27	S2°04'53"	15.00	13.63	S89°53'40"W	13.17	C74	28°13'00"	276.00	136.39	S09°10'10"W	135.19
C28	14°37'18"	52.00	176.60	N41°03'50"E	193.19	C75	90°00'00"	15.00	23.90	S22°38'10"E	21.21
C29	S21°09'40"	15.00	13.60	S67°48'05"E	13.19	C76	19°00'00"	474.00	157.47	S77°09'18"E	156.79
C30	S21°09'42"	15.00	13.60	N69°08'30"E	13.21	C77	6°21'44"	1000.00	145.90	N89°10'13"W	145.82
C31	184°32'24"	62.00	176.50	S46°15'15"E	193.58	C78	2°43'53"	625.00	29.81	S18°22'34"E	29.81
C32	S21°09'42"	15.00	13.60	S22°18'01"W	13.21	C79	6°22'30"	1000.00	111.29	N79°49'33"W	111.23
C33	3°49'10"	728.00	46.90	S02°01'15"E	46.49	C80	4°07'48"	1000.00	72.00	N82°42'00"W	72.00
C34	90°00'00"	15.00	23.90	S45°11'05"E	21.21	C81	1°39'58"	300.00	5.64	S17°28'38"W	5.64
C35	S41°44'41"	15.00	22.90	N47°41'11"E	20.12	C82	19°25'02"	1000.00	321.44	N89°08'34"W	320.90
C36	40°51'40"	80.00	63.79	N03°30'00"E	60.70	C83	22°32'59"	500.00	196.79	S78°54'40"E	196.49
C37	90°00'00"	15.00	23.90	S44°48'05"W	21.21	C84	28°13'00"	200.00	114.39	N09°19'15"E	113.40
C38	90°00'00"	15.00	23.90	S44°48'05"W	21.21	C85	90°00'00"	40.00	62.83	N44°00'40"E	66.57
C39	0°30'47"	392.00	52.30	S89°38'42"E	62.20	C86	90°00'00"	40.00	62.83	S45°11'05"E	66.57
C40	7°05'40"	248.00	30.71	N87°31'11"E	30.69	C87	3°49'10"	700.00	44.83	S02°01'10"E	44.82
C41	99°27'20"	15.00	15.57	N81°24'40"E	14.89	C88	3°49'10"	406.00	26.13	S02°01'10"E	26.13
C42	200°43'47"	80.00	307.59	N01°27'36"W	80.59	C89	9°10'10"	200.00	22.57	S08°28'20"E	22.57
C43	S43°13'30"	15.00	14.28	N82°12'36"W	13.74	C90	6°59'28"	300.00	38.90	S04°36'20"E	38.94
C44	7°48'00"	300.00	40.80	N89°34'21"W	40.82	C91	8°33'47"	200.00	48.44	S89°50'42"E	48.39
C45	0°30'47"	300.00	44.67	N89°50'42"W	44.63	C92	10°00'00"	274.00	48.22	S88°42'48"E	48.19
C46	90°00'00"	15.00	23.90	S44°48'05"W	21.21						
C47	90°00'00"	15.00	23.90	S44°48'05"W	21.21						

TYPE	QUANTITY	ACREAGE
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EXHIBIT L-2 IMPROVEMENT AREA #2 FINAL PLAT

VICINITY MAP NOT TO SCALE

LEGEND

- 1" = 10' FROM ROD FOUND
- 1" = 10' FROM ROD IMPLASTIC CAP FOUND
- 1" = 10' FROM ROD IMPLASTIC CAP STAMPED "MAY 2017"
- 1" = 10' FROM P.N.A. FOUND
- 1" = 10' FROM PIPE FOUND
- 1" = 10' RIGHT-OF-WAY
- 1" = 10' VOLUME
- 1" = 10' PAUSE
- 1" = 10' OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- 1" = 10' DEED RECORD OF HAYS COUNTY, TEXAS
- 1" = 10' WATER QUALITY BUFFER ZONE
- 1" = 10' RIGHT OF WAY CENTERLINE

GENERAL NOTES

- THIS DEVELOPMENT IS SUBJECT TO THE HERITAGE DEVELOPMENT AGREEMENT, APPROVED BY CITY COUNCIL OCTOBER 17, 2017 EXECUTED MAY 3, 2021 AND RECORDED IN DEED NO. 21023136 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
- THIS DEVELOPMENT IS LOCATED WITHIN THE CITY LIMITS OF THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS.
- ZONING OF THIS DEVELOPMENT IS GOVERNED BY THE CITY OF DRIPPING SPRINGS PD# 9.
- THIS DEVELOPMENT IS LOCATED WITHIN THE CONTIGUOUS ZONE OF THE EDWARDS AQUIFER AND IS SUBJECT TO THE RULES AND REGULATIONS OF THE EDWARDS AQUIFER PROTECTION PROGRAM OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ).
- DEVELOPMENT DESIGN STANDARDS PER THE HERITAGE DEVELOPMENT AGREEMENT OR THE CITY OF DRIPPING SPRINGS AS APPLICABLE.
- UTILITIES WILL BE PROVIDED BY THE FOLLOWING:
 - WATER: DRIPPING SPRINGS WATER SUPPLY CORPORATION
 - WASTEWATER: CITY OF DRIPPING SPRINGS
 - ELECTRIC: FIDELITY ELECTRIC COMPANY
- ALL NEW TELEPHONE AND CABLE TELEVISION UTILITY LINES AND ALL ELECTRIC UTILITY LATERAL AND SERVICE LINES AND WIRES SHALL BE PLACED UNDERGROUND, EXCEPT AS OTHERWISE HEREIN PROVIDED.
- ALL ELECTRIC, CABLE TELEVISION, AND TELEPHONE SUPPORT EQUIPMENT (TRANSFORMERS, AMPLIFIERS, SWITCHING DEVICES, ETC.) NECESSARY FOR UNDERGROUND INSTALLATIONS IN SUBURBAN AREAS SHALL BE FINISHED ON PLOTS UNDERGROUND IN A PUBLIC UTILITY EASEMENT RATHER THAN A RIGHT-OF-WAY.
- ALL PROPOSED COLLECTOR AND LOCAL STREETS WITHIN THIS SUBDIVISION SHALL HAVE A 4" THICK CONCRETE SEWER/PAVEMENT APPLICABLE CONCRETE SIDEWALK OR IF FINAL, CONSISTENT WITH THE VARIANCES AND ROADWAY SECTIONS SET FORTH IN PD# 9.
- OWNERSHIP AND MAINTENANCE OF ALL NON-RESIDENTIAL FAMILY LOTS (EXCLUDING PUBLIC PARK LANDS) WILL BE THE RESPONSIBILITY OF THE HOME OWNER ASSOCIATION.
- ALL DRAINAGE EASEMENT LOTS AND IMPROVEMENTS CONSTRUCTED WITHIN THESE LOTS WILL BE OWNED AND MAINTAINED BY THE HOA.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
- THE LIMITS OF THE 36" INCH STORM WATER RUNOFF ARE CONTAINED WITHIN DRAINAGE EASEMENTS.
- THE PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR INSPECTION, OPERATION AND MAINTENANCE.
- ALL EXISTING SEWERLINES, GROUNDWATER, ROADS, ETC. WILL BE REMOVED, EXCEPT AS NOTED.
- A UTILITY EASEMENT ADJACENT TO ALL PUBLIC STREETS IS HEREBY DESIGNATED, BUT ONLY WITHIN THE BOUNDARY OF THIS PLAT AS SHOWN.
- THE PROPOSED DEVELOPMENT SHALL DEMONSTRATE COMPLIANCE WITH ALL REQUIREMENTS ESTABLISHED IN THE 2012 INTERNATIONAL PIPE CODE AND LOCAL ORDINANCES.
- SETBACK TRENCHES SHALL BE PLACED IN EACH LOT PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE QUANTITY, SIZE AND LOCATION REQUIREMENTS OF (PD# 9, § 208.07 G).

FINAL PLAT OF HERITAGE- DRIPPING SPRINGS- PHASE 2
BEING A TOTAL OF 75.573 ACRES OF LAND OUT OF THE PHILIP SMITH SURVEY, ABSTRACT NO. 415, CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 188.130 ACRE TRACT CONVEYED TO M/I HOMES OF AUSTIN, LLC, AND TRI POINT HOMES OF TEXAS, INC. IN DOCUMENT NO. 21023136 RECORDED IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

Kimley»Horn
19101 Houston Plaza, Suite 400, San Antonio, Texas 78210, Tel No. (210) 541-4100, Fax No. (210) 541-4105, www.kimleyhorn.com, FIRM # 1014242

PROJECT NO.	DESIGNED BY	CHECKED BY	DATE PREPARED	PROJECT NO.
1101	SAL	JAM	3/15/2024	1101

CITY SIGN OFF:
STATES OF TEXAS
CITY OF DRIPPING SPRINGS, TEXAS
HAYS COUNTY, TEXAS

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY OF DRIPPING SPRINGS AND IS HEREBY APPROVED.
APPROVED THIS 2nd DAY OF April 2024
By: *Andria Woodruff* MAYOR
OFFICIAL CAPACITY: MAYOR

STATE OF TEXAS
COUNTY OF HAYS

I, CLAUDE HANCOCK CARDEWAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FURNISHING AND PAYMENT OF WRITING WITHIN THIS CERTIFICATE OF AUTHENTICITY HAS BEEN FILED FOR RECORD IN MY OFFICE ON THE 4th DAY OF April A.D. 2024 AT 10:49.

CLAUDE HANCOCK CARDEWAS, CLERK OF HAYS COUNTY, TEXAS
CP# 24119412
CLAUDE HANCOCK CARDEWAS, CLERK OF HAYS COUNTY, TEXAS
HAYS COUNTY, TEXAS

ENGINEER AND PUBLIC WORKS DEPARTMENT

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM (DUE TO THE DRAINAGE WATER SUPPLY AND DRAINAGE WATER QUALITY REQUIREMENTS THE PROPERTY OWNERS ARE CAUTIONED BY THE CITY OF DRIPPING SPRINGS TO QUESTION THE BELIEF CONCERNING GROUND WATER AVAILABILITY. DRAINAGE COLLECTION IS ENCOURAGED AND, IN SOME AREAS, OFFER THE BEST REVENUE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN REVIEWED AND APPROVED BY THE CITY OF DRIPPING SPRINGS.

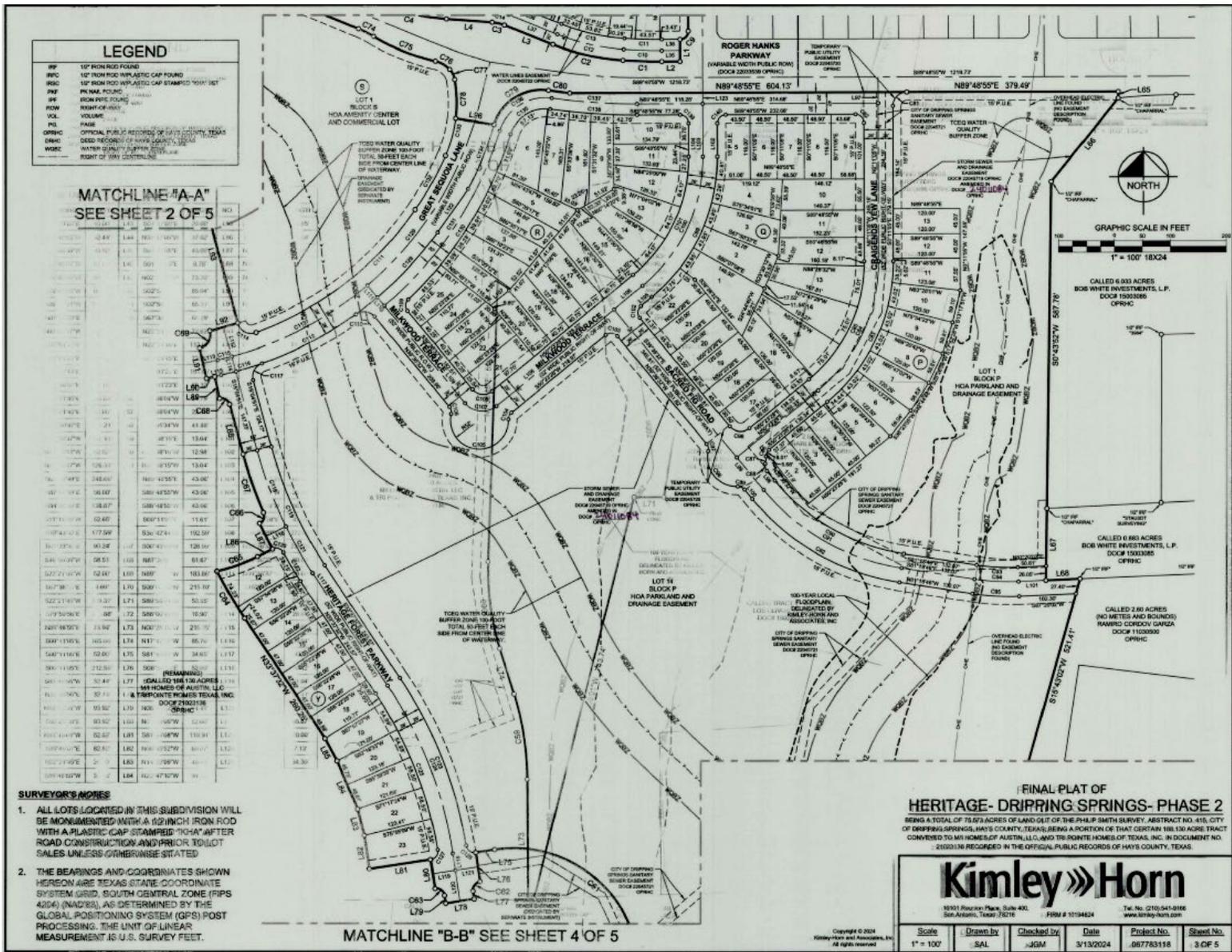
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL ALL CITY OF DRIPPING SPRINGS DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

CHAD GILBERT, CIVIL ENGINEER, PE, CITY OF DRIPPING SPRINGS, DATE: 4-2-2024

Kimley»Horn
19101 Houston Plaza, Suite 400, San Antonio, Texas 78210, Tel No. (210) 541-4100, Fax No. (210) 541-4105, www.kimleyhorn.com, FIRM # 1014242

Scale: 1" = 400'
Drawn by: SAL
Checked by: JAM
Date: 3/15/2024
Project No.: 1101

HERITAGE PID PRELIMINARY 2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN



HERITAGE PID PRELIMINARY 2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

LOT TABLE			LOT TABLE			LOT TABLE			CURVE TABLE					CURVE TABLE					CURVE TABLE							
LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	LOT NO.	ACRES	SQ. FT.	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
BLK C	0.963	43,240	BLK K - LOT 12	0.130	5,854	BLK Q - LOT 10	0.188	8,199	C1	470207	988.07	68.96	N87°19'19"W	61.57	C46	80°17'00"	15.97	22.67	S45°32'58"E	20.30	C100	11°21'12"	426.07	84.41	N85°52'21"W	84.28
BLK C - LOT 43	0.196	8,984	BLK K - LOT 13	0.130	5,854	BLK Q - LOT 11	0.170	7,569	C2	187022	410.80	129.00	N77°10'10"W	16.36	C47	21°01'15"	224.07	82.82	N78°08'53"W	82.48	C101	10°43'24"	52.00	94.88	S39°36'32"E	82.20
BLK C - LOT 44	0.167	7,680	BLK K - LOT 14	0.156	6,992	BLK Q - LOT 12	0.176	7,947	C3	178117	72.00	22.44	N22°20'11"W	24.20	C48	30°27'38"	356.87	71.40	N77°15'50"W	71.07	C102	5°21'42"	15.00	64.88	N13°20'20"W	13.21
BLK C - LOT 45	0.168	7,530	BLK K - LOT 15	0.167	7,281	BLK Q - LOT 13	0.196	8,942	C4	181448	410.00	130.00	N78°10'30"W	173.54	C49	21°19'44"	174.00	84.72	N70°13'37"W	84.30	C103	5°02'00"	23.00	30.27	S44°36'32"E	35.30
BLK C - LOT 46	0.164	6,899	BLK K - LOT 16	0.139	6,055	BLK Q - LOT 14	0.201	8,742	C5	223230	1029.00	404.54	N70°15'40"W	401.90	C50	84°47'48"	15.00	22.07	S47°20'07"W	22.07	C104	5°04'30"	226.00	267.76	N25°09'11"E	273.51
BLK C - LOT 47	0.151	6,990	BLK K - LOT 17	0.139	6,368	BLK Q - LOT 15	0.186	8,610	C6	907000	15.00	23.60	S44°48'51"W	21.21	C51	20°27'18"	500.00	171.00	N12°08'58"E	177.56	C105	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK C - LOT 48	0.163	7,300	BLK K - LOT 18	0.145	6,537	BLK Q - LOT 16	0.189	7,318	C7	807000	15.00	23.50	S45°11'38"E	21.31	C52	28°20'22"	470.00	201.88	S10°41'34"W	206.17	C106	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK H	4.960	176,264	BLK K - LOT 19	0.148	6,462	BLK Q - LOT 17	0.150	6,526	C8	907000	15.00	23.50	S45°11'38"E	21.31	C53	22°32'50"	750.00	215.14	S10°54'48"E	203.24	C107	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK H - LOT 1	0.155	5,785	BLK K - LOT 20	0.155	6,669	BLK Q - LOT 18	0.125	5,690	C9	470207	988.07	68.96	N87°19'19"W	61.57	C54	22°32'50"	770.00	215.37	S10°54'48"E	203.41	C108	5°21'12"	15.00	178.50	S44°36'32"E	103.58
BLK H - LOT 2	0.164	4,517	BLK K - LOT 21	0.156	6,790	BLK Q - LOT 19	0.129	5,640	C10	470207	988.07	68.96	N87°19'19"W	61.57	C55	22°32'50"	750.00	215.14	S10°54'48"E	203.24	C109	5°21'12"	15.00	178.50	S44°36'32"E	103.58
BLK H - LOT 3	0.164	4,517	BLK K - LOT 22	0.156	6,790	BLK Q - LOT 20	0.125	5,690	C11	470207	988.07	68.96	N87°19'19"W	61.57	C56	22°32'50"	770.00	215.37	S10°54'48"E	203.41	C110	5°21'12"	15.00	178.50	S44°36'32"E	103.58
BLK H - LOT 4	0.167	4,879	BLK K - LOT 23	0.152	6,860	BLK Q - LOT 21	0.125	5,646	C12	181022	300.00	110.00	S77°05'10"W	103.00	C57	18°12'12"	624.00	154.88	N08°51'21"W	154.32	C111	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK H - LOT 5	0.167	4,879	BLK K - LOT 24	0.149	6,615	BLK Q - LOT 22	0.157	6,206	C13	181022	300.00	110.00	S77°05'10"W	103.00	C58	18°12'12"	624.00	154.88	N08°51'21"W	154.32	C112	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK H - LOT 6	0.133	5,602	BLK K - LOT 25	0.142	6,185	BLK R	3.426	149,216	C14	174222	62.00	26.42	N78°15'10"W	26.42	C59	20°02'00"	15.00	15.00	S45°13'00"W	21.21	C113	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK H - LOT 7	0.133	5,602	BLK K - LOT 26	0.179	7,801	BLK R - LOT 1	0.116	5,140	C15	181048	160.00	122.34	N78°15'10"W	122.34	C60	20°02'00"	15.00	15.00	S45°13'00"W	21.21	C114	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK H - LOT 8	0.112	4,860	BLK L	1.892	81,811	BLK R - LOT 2	0.130	5,788	C16	181048	160.00	122.34	N78°15'10"W	122.34	C61	21°01'44"	15.00	22.78	N03°13'41"E	20.68	C115	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK H - LOT 9	0.118	4,860	BLK L - LOT 1	0.862	41,611	BLK R - LOT 3	0.125	5,627	C17	907000	15.00	23.50	S45°11'38"E	21.31	C62	19°31'00"	15.00	22.78	N03°13'41"E	20.68	C116	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK H - LOT 10	0.112	4,860	BLK M	1.033	44,990	BLK R - LOT 4	0.130	5,682	C18	907000	15.00	23.50	S45°11'38"E	21.31	C63	19°31'00"	15.00	22.78	N03°13'41"E	20.68	C117	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK H - LOT 11	0.111	4,847	BLK M - LOT 12	0.142	6,286	BLK R - LOT 5	0.155	6,753	C19	223230	1029.00	404.21	N70°15'40"W	403.17	C64	19°32'00"	770.00	111.12	N10°11'01"W	110.64	C118	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK H - LOT 12	0.111	4,843	BLK M - LOT 13	0.115	5,094	BLK R - LOT 6	0.167	7,167	C20	223230	1029.00	404.21	N70°15'40"W	403.17	C65	18°32'25"	15.00	22.84	N01°40'40"W	21.77	C119	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK H - LOT 13	0.109	4,817	BLK M - LOT 14	0.115	5,094	BLK R - LOT 7	0.148	6,540	C21	223230	1029.00	404.21	N70°15'40"W	403.17	C66	18°32'25"	15.00	22.84	N01°40'40"W	21.77	C120	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK H - LOT 14	0.102	4,494	BLK M - LOT 15	0.121	5,213	BLK R - LOT 8	0.173	7,919	C22	913800	35.00	30.78	N47°10'30"E	30.80	C67	18°28'25"	25.00	43.30	N31°05'58"E	44.00	C121	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK H - LOT 15	0.103	4,617	BLK M - LOT 16	0.131	5,618	BLK R - LOT 9	0.173	7,919	C23	818231	65.00	23.27	S48°10'30"E	23.07	C68	18°28'25"	25.00	43.30	N31°05'58"E	44.00	C122	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK H - LOT 16	0.103	4,617	BLK M - LOT 17	0.131	5,618	BLK R - LOT 10	0.142	6,186	C24	174132	300.00	91.00	N02°05'10"W	91.00	C69	18°28'25"	25.00	43.30	N31°05'58"E	44.00	C123	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK H - LOT 17	0.103	4,617	BLK M - LOT 18	0.134	5,848	BLK R - LOT 11	0.159	6,946	C25	174132	300.00	91.00	N02°05'10"W	91.00	C70	18°28'25"	25.00	43.30	N31°05'58"E	44.00	C124	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK H - LOT 18	0.103	4,617	BLK M - LOT 19	0.134	5,848	BLK R - LOT 12	0.156	6,946	C26	907000	15.00	23.50	S45°11'38"E	21.31	C71	18°28'25"	25.00	43.30	N31°05'58"E	44.00	C125	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK H - LOT 19	0.103	4,617	BLK M - LOT 20	0.153	6,886	BLK R - LOT 13	0.147	6,361	C27	907000	15.00	23.50	S45°11'38"E	21.31	C72	18°28'25"	25.00	43.30	N31°05'58"E	44.00	C126	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK H - LOT 20	0.103	4,617	BLK M - LOT 21	0.153	6,886	BLK R - LOT 14	0.156	6,988	C28	907000	15.00	23.50	S45°11'38"E	21.31	C73	18°28'25"	25.00	43.30	N31°05'58"E	44.00	C127	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK H - LOT 21	0.103	4,617	BLK M - LOT 22	0.156	6,790	BLK R - LOT 15	0.148	6,478	C29	907000	15.00	23.50	S45°11'38"E	21.31	C74	18°28'25"	25.00	43.30	N31°05'58"E	44.00	C128	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK H - LOT 22	0.103	4,617	BLK M - LOT 23	0.156	6,790	BLK R - LOT 16	0.136	5,931	C30	907000	15.00	23.50	S45°11'38"E	21.31	C75	18°28'25"	25.00	43.30	N31°05'58"E	44.00	C129	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK H - LOT 23	0.103	4,617	BLK M - LOT 24	0.114	5,091	BLK R - LOT 17	0.129	5,924	C31	907000	15.00	23.50	S45°11'38"E	21.31	C76	18°28'25"	25.00	43.30	N31°05'58"E	44.00	C130	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK H - LOT 24	0.103	4,617	BLK M - LOT 25	0.114	5,091	BLK R - LOT 18	0.123	5,336	C32	907000	15.00	23.50	S45°11'38"E	21.31	C77	18°28'25"	25.00	43.30	N31°05'58"E	44.00	C131	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK H - LOT 25	0.103	4,617	BLK M - LOT 26	0.116	5,057	BLK R - LOT 19	0.116	5,059	C33	907000	15.00	23.50	S45°11'38"E	21.31	C78	18°28'25"	25.00	43.30	N31°05'58"E	44.00	C132	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK H - LOT 26	0.103	4,617	BLK M - LOT 27	0.116	5,057	BLK R - LOT 20	0.116	5,059	C34	907000	15.00	23.50	S45°11'38"E	21.31	C79	18°28'25"	25.00	43.30	N31°05'58"E	44.00	C133	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK H - LOT 27	0.103	4,617	BLK M - LOT 28	0.116	5,057	BLK R - LOT 21	0.112	4,869	C35	287022	330.00	141.82	N04°41'01"E	140.57	C80	90°34'30"	306.00	287.71	N23°09'11"E	278.61	C134	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK H - LOT 28	0.103	4,617	BLK M - LOT 29	0.116	5,057	BLK R - LOT 22	0.136	6,070	C36	907000	15.00	23.50	S45°11'38"E	21.31	C81	90°34'30"	306.00	287.71	N23°09'11"E	278.61	C135	5°07'45"	300.00	264.81	N23°09'11"E	250.20
BLK H - LOT 29	0.103	4,617	BLK M - LOT 30	0.116	5,057	BLK R - LOT 23	0.112	4,869	C37	907000	15.00	23.50	S45°11'38"E	21.31	C82	90°34'30"	306.00	287.71	N23°09'11"E							

EXHIBIT N – MAP OF MAJOR IMPROVEMENTS

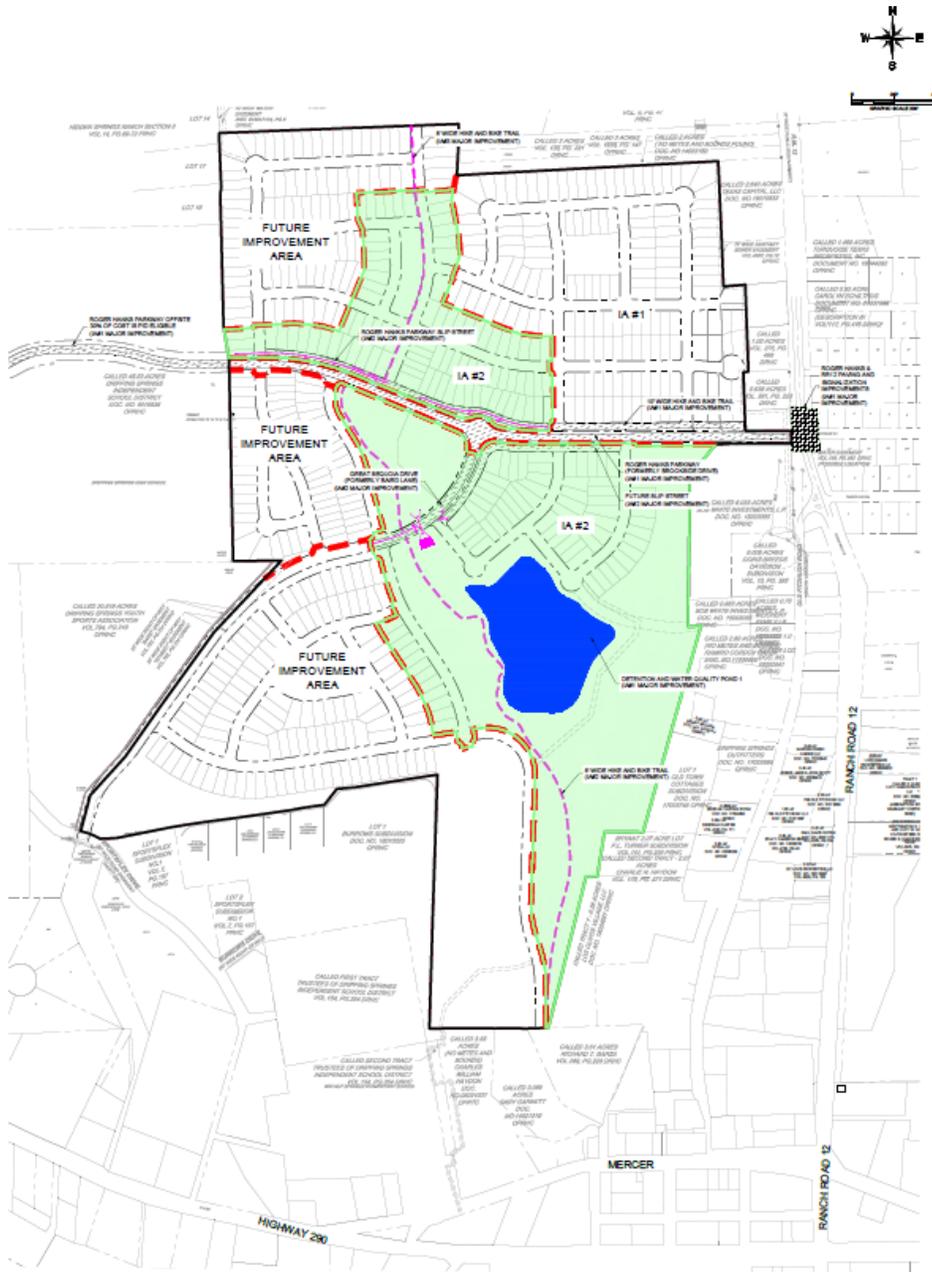
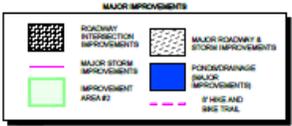


EXHIBIT C-1
Major Improvements Map



Dripping Spring, Texas
March 2024

EXHIBIT O – MAP OF IMPROVEMENT AREA #1 IMPROVEMENTS

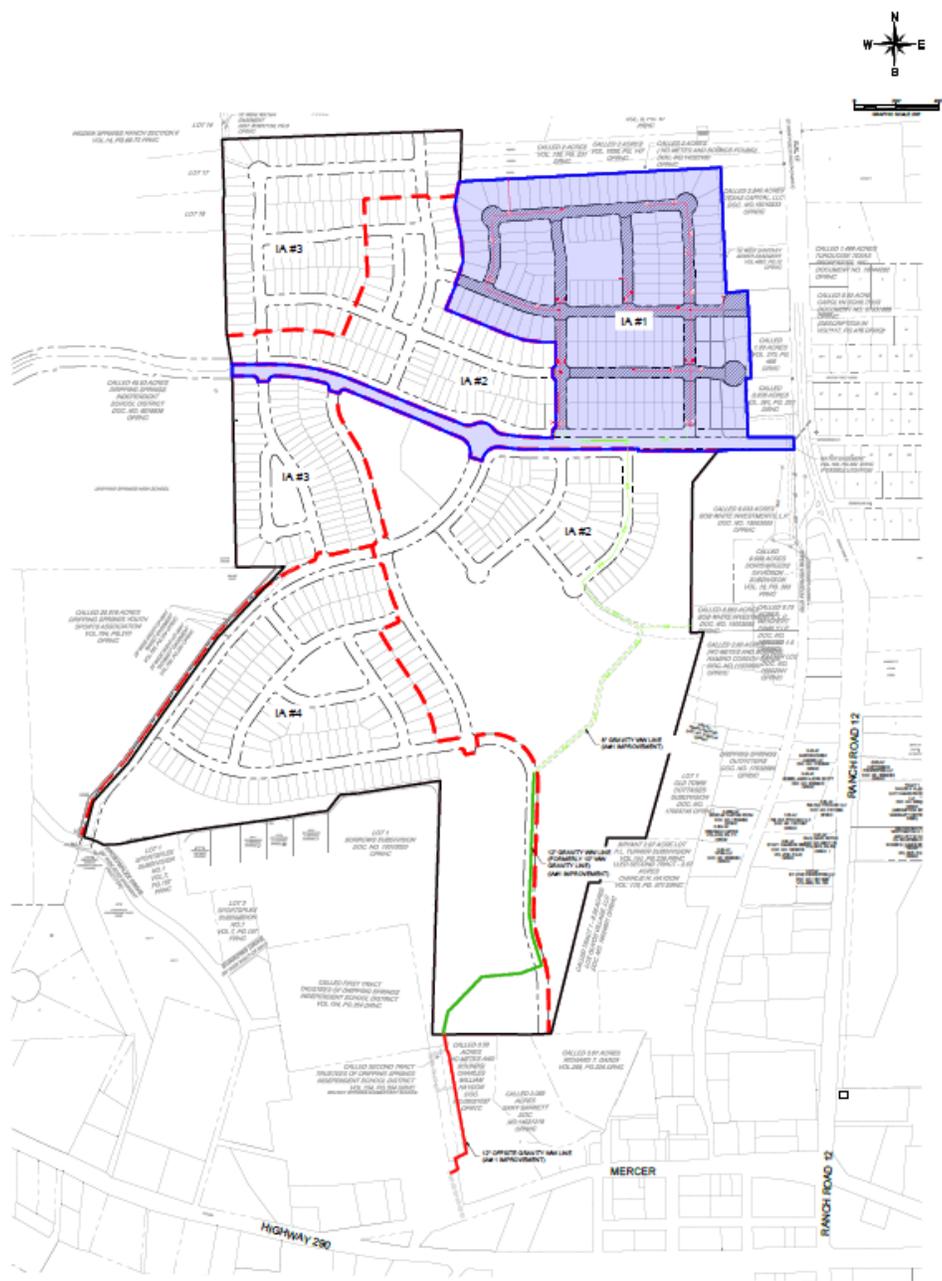


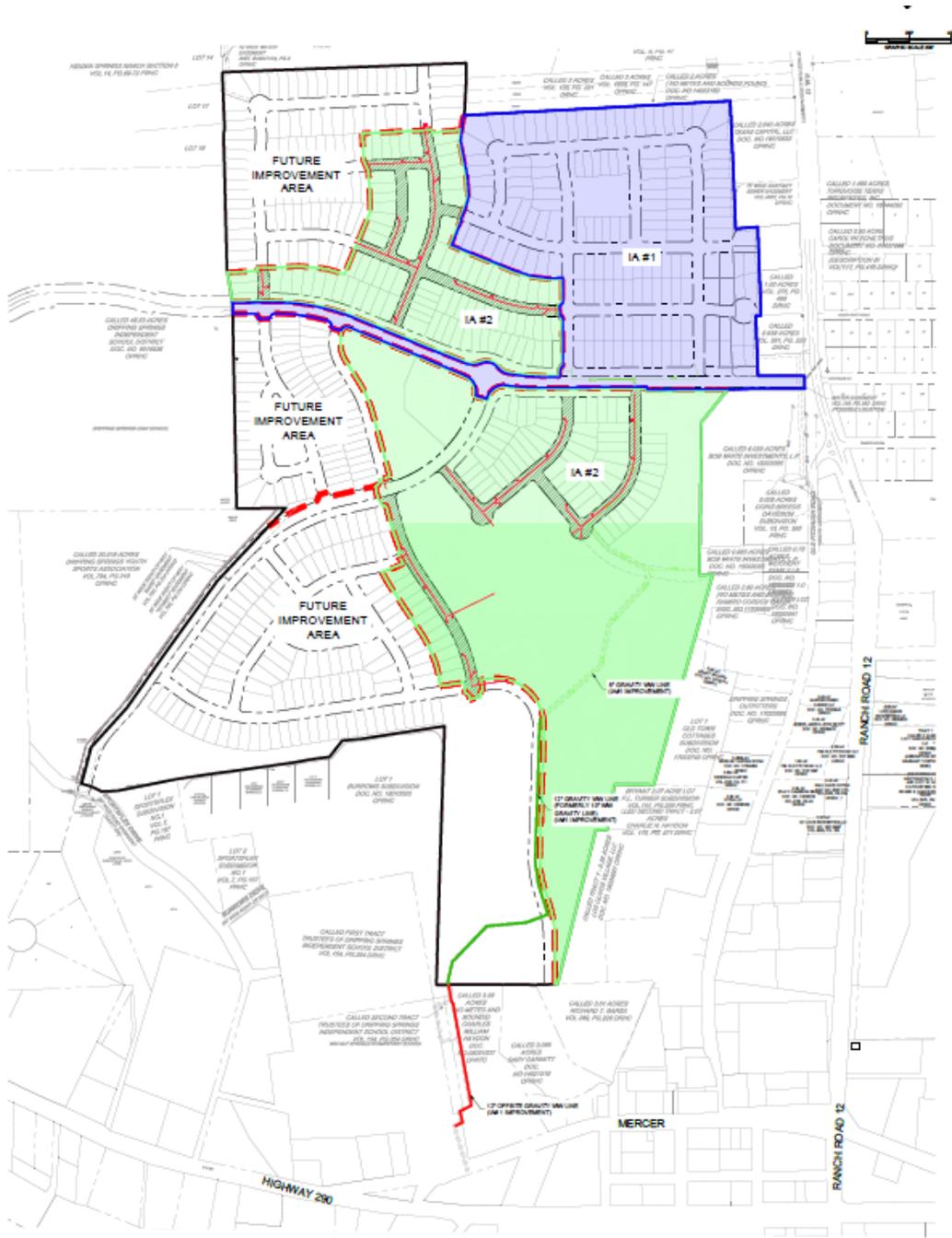
EXHIBIT C-2
Improvement Area #1
Improvements Map

IMPROVEMENT AREA IMPROVEMENTS	
	ROADWAY STORM & WASTEWATER IMPROVEMENTS IMPROVEMENT AREA #1
	IMPROVEMENT AREA #1
	PROPERTY BOUNDARY
	12\"/>

Dripping Spring, Texas
 April 2023



EXHIBIT P – MAP OF IMPROVEMENT AREA #2 IMPROVEMENTS



HERITAGE PID PRELIMINARY 2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN
 EXHIBIT C-2
 Improvement Area #2
 Improvements Map
 11/15/24

EXHIBIT C-2
Improvement Area #2
Improvements Map



EXHIBIT Q – NOTICE OF PID ASSESSMENT TERMINATION



P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Hays County Clerk's Office
Honorable [County Clerk Name]
712 S Stagecoach Trail #2008
San Marcos, Texas 78666

Re: City of Dripping Springs Lien Release documents for filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Dripping Springs is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Dripping Springs
Attn: [City Secretary]
511 W Mercer St
Dripping Springs, TX 78620

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
P: (817) 393-0353
admin@p3-works.com

[legal description], a subdivision in Hays County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Hays County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount.

RELEASE

NOW THEREFORE, the City, the owner and holder of the Lien, Instrument No. _____, in the Real Property Records of Hays County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the ____ day of _____, 20__.

CITY OF DRIPPING SPRINGS, TEXAS,

By: _____
[Manager Name], City Manager

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [Manager Name], City Manager for the City of Dripping Springs, Texas, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT R – HOMEBUYER DISCLOSURES

Homebuyer disclosures for the following lot types are contained in this Exhibit:

- Lot Type 1
- Lot Type 2
- Lot Type 3
- Lot Type 4
- Lot Type 5
- Lot Type 6
- Lot Type 7

LOT TYPE 1 DISCLOSURE**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$41,452.88

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

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§
§
§

COUNTY OF _____

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 1

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Annual Installment
2025	\$ 663.44	\$ 2,216.56	\$ 243.22	\$ 207.26	\$ 3,330.48
2026	687.13	2,186.71	248.08	203.95	3,325.87
2027	716.75	2,155.79	253.04	200.51	3,326.09
2028	746.37	2,123.53	258.10	196.93	3,324.93
2029	781.91	2,089.95	263.26	193.20	3,328.32
2030	817.45	2,054.76	268.53	189.29	3,330.03
2031	852.99	2,017.98	273.90	185.20	3,330.07
2032	894.45	1,972.13	279.38	180.93	3,326.90
2033	941.84	1,924.05	284.97	176.46	3,327.32
2034	995.15	1,873.43	290.67	171.75	3,331.00
2035	1,042.54	1,819.94	296.48	166.78	3,325.74
2036	1,101.78	1,763.90	302.41	161.56	3,329.65
2037	1,161.01	1,704.68	308.46	156.06	3,330.21
2038	1,220.25	1,642.28	314.63	150.25	3,327.40
2039	1,285.41	1,576.69	320.92	144.15	3,327.16
2040	1,356.49	1,507.60	327.34	137.72	3,329.15
2041	1,427.57	1,434.69	333.88	130.94	3,327.08
2042	1,504.58	1,357.96	340.56	123.80	3,326.90
2043	1,587.51	1,277.08	347.37	116.28	3,328.24
2044	1,676.36	1,191.76	354.32	108.34	3,330.78
2045	1,765.21	1,099.56	361.41	99.96	3,326.13
2046	1,865.91	1,002.47	368.63	91.13	3,328.15
2047	1,972.54	899.84	376.01	81.80	3,330.19
2048	2,079.16	791.35	383.53	71.94	3,325.98
2049	2,197.63	677.00	391.20	61.55	3,327.37
2050	2,322.02	556.13	399.02	50.56	3,327.73
2051	2,452.34	428.42	407.00	38.95	3,326.71
2052	2,594.51	293.54	415.14	26.69	3,329.88
2053	2,742.60	150.84	423.44	13.71	3,330.60
Total	\$ 41,452.88	\$ 41,790.62	\$ 9,434.89	\$ 3,837.65	\$ 96,516.04

[a] Interest is calculated at the actual rate of the Improvement Area #1 Bonds.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

LOT TYPE 2 DISCLOSURE**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: \$43,337.10

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

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 2

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Annual Installment
2025	\$ 693.59	\$ 2,317.32	\$ 254.27	\$ 216.69	\$ 3,481.87
2026	718.36	2,286.11	259.36	213.22	3,477.04
2027	749.33	2,253.78	264.54	209.63	3,477.28
2028	780.29	2,220.06	269.83	205.88	3,476.06
2029	817.45	2,184.95	275.23	201.98	3,479.60
2030	854.60	2,148.16	280.74	197.89	3,481.39
2031	891.76	2,109.70	286.35	193.62	3,481.43
2032	935.11	2,061.77	292.08	189.16	3,478.12
2033	984.65	2,011.51	297.92	184.48	3,478.56
2034	1,040.39	1,958.58	303.88	179.56	3,482.41
2035	1,089.93	1,902.66	309.96	174.36	3,476.91
2036	1,151.86	1,844.08	316.15	168.91	3,481.00
2037	1,213.79	1,782.17	322.48	163.15	3,481.58
2038	1,275.71	1,716.93	328.93	157.08	3,478.65
2039	1,343.83	1,648.36	335.51	150.70	3,478.40
2040	1,418.15	1,576.13	342.22	143.98	3,480.47
2041	1,492.46	1,499.90	349.06	136.89	3,478.31
2042	1,572.97	1,419.68	356.04	129.43	3,478.12
2043	1,659.67	1,335.13	363.16	121.56	3,479.53
2044	1,752.56	1,245.93	370.43	113.27	3,482.18
2045	1,845.45	1,149.54	377.83	104.50	3,477.32
2046	1,950.73	1,048.04	385.39	95.28	3,479.43
2047	2,062.20	940.75	393.10	85.52	3,481.56
2048	2,173.67	827.32	400.96	75.21	3,477.16
2049	2,297.52	707.77	408.98	64.34	3,478.62
2050	2,427.57	581.41	417.16	52.86	3,479.00
2051	2,563.81	447.89	425.50	40.72	3,477.93
2052	2,712.44	306.88	434.01	27.90	3,481.23
2053	2,867.26	157.70	442.69	14.34	3,481.99
Total	\$ 43,337.10	\$ 43,690.19	\$ 9,863.75	\$ 4,012.09	\$ 100,903.13

[a] Interest is calculated at the actual rate of the Improvement Area #1 Bonds.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

LOT TYPE 3 DISCLOSURE**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: \$47,105.55

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

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 3

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Total Annual Installment
2025	\$ 753.90	\$ 2,518.82	\$ 276.38	\$ 235.53	\$ 3,784.64
2026	780.83	2,484.90	281.91	231.76	3,779.39
2027	814.49	2,449.76	287.55	227.85	3,779.65
2028	848.14	2,413.11	293.30	223.78	3,778.33
2029	888.53	2,374.94	299.16	219.54	3,782.18
2030	928.92	2,334.96	305.15	215.10	3,784.12
2031	969.31	2,293.16	311.25	210.45	3,784.17
2032	1,016.42	2,241.06	317.48	205.61	3,780.56
2033	1,070.27	2,186.42	323.83	200.53	3,781.05
2034	1,130.86	2,128.90	330.30	195.17	3,785.23
2035	1,184.71	2,068.11	336.91	189.52	3,779.25
2036	1,252.02	2,004.43	343.65	183.60	3,783.70
2037	1,319.33	1,937.14	350.52	177.34	3,784.33
2038	1,386.65	1,866.22	357.53	170.74	3,781.14
2039	1,460.69	1,791.69	364.68	163.81	3,780.87
2040	1,541.46	1,713.18	371.97	156.50	3,783.12
2041	1,622.24	1,630.33	379.41	148.80	3,780.77
2042	1,709.75	1,543.13	387.00	140.68	3,780.56
2043	1,803.98	1,451.23	394.74	132.14	3,782.09
2044	1,904.95	1,354.27	402.64	123.12	3,784.97
2045	2,005.92	1,249.50	410.69	113.59	3,779.70
2046	2,120.36	1,139.17	418.90	103.56	3,781.99
2047	2,241.52	1,022.55	427.28	92.96	3,784.31
2048	2,362.68	899.27	435.83	81.75	3,779.53
2049	2,497.31	769.32	444.54	69.94	3,781.11
2050	2,638.66	631.97	453.43	57.45	3,781.52
2051	2,786.75	486.84	462.50	44.26	3,780.35
2052	2,948.30	333.57	471.75	30.32	3,783.95
2053	3,116.59	171.41	481.19	15.58	3,784.77
Total	\$ 47,105.55	\$ 47,489.34	\$ 10,721.47	\$ 4,360.97	\$ 109,677.32

[a] Interest is calculated at the actual rate of the Improvement Area #1 Bonds.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

LOT TYPE 4 BUYER DISCLOSURE**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

LOT TYPE 4 PRINCIPAL ASSESSMENT: \$39,826.99

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

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 4

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2025	\$ -	\$ 2,038.64	\$ -	\$ -	\$ (2,038.64)	\$ -
2026	562.09	2,329.88	236.42	199.13	-	3,327.52
2027	596.85	2,297.00	241.15	196.32	-	3,331.33
2028	625.83	2,262.08	245.98	193.34	-	3,327.22
2029	666.39	2,225.47	250.89	190.21	-	3,332.97
2030	701.16	2,186.49	255.91	186.88	-	3,330.44
2031	741.72	2,145.47	261.03	183.37	-	3,331.59
2032	782.28	2,102.08	266.25	179.66	-	3,330.28
2033	828.64	2,056.31	271.58	175.75	-	3,332.29
2034	875.00	2,007.84	277.01	171.61	-	3,331.46
2035	921.36	1,956.65	282.55	167.24	-	3,327.79
2036	973.51	1,902.75	288.20	162.63	-	3,327.09
2037	1,031.46	1,845.80	293.96	157.76	-	3,328.98
2038	1,089.40	1,785.46	299.84	152.60	-	3,327.31
2039	1,153.15	1,721.73	305.84	147.16	-	3,327.87
2040	1,222.68	1,654.27	311.96	141.39	-	3,330.30
2041	1,292.22	1,582.74	318.20	135.28	-	3,328.44
2042	1,367.55	1,507.15	324.56	128.82	-	3,328.07
2043	1,448.68	1,427.15	331.05	121.98	-	3,328.85
2044	1,535.60	1,342.40	337.67	114.74	-	3,330.40
2045	1,628.31	1,252.57	344.42	107.06	-	3,332.36
2046	1,721.03	1,157.31	351.31	98.92	-	3,328.57
2047	1,825.33	1,056.63	358.34	90.31	-	3,330.61
2048	1,935.43	949.85	365.51	81.18	-	3,331.97
2049	2,051.32	836.63	372.82	71.51	-	3,332.28
2050	2,173.01	716.63	380.27	61.25	-	3,331.16
2051	2,300.50	589.50	387.88	50.38	-	3,328.26
2052	2,439.57	454.92	395.64	38.88	-	3,329.01
2053	2,590.23	312.21	403.55	26.68	-	3,332.67
2054	2,746.69	160.68	411.62	13.73	-	3,332.72
Total	\$ 39,826.99	\$ 45,864.30	\$ 9,171.41	\$ 3,745.78	\$ (2,038.64)	\$ 96,569.83

[a] Interest is calculated at a 5.850% rate for illustrative purposes.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

LOT TYPE 5 DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

LOT TYPE 5 PRINCIPAL ASSESSMENT: \$41,723.51

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

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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§
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COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 5

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2025	\$ -	\$ 2,135.72	\$ -	\$ -	\$ (2,135.72)	\$ -
2026	588.85	2,440.83	247.68	208.62	-	3,485.98
2027	625.28	2,406.38	252.64	205.67	-	3,489.96
2028	655.63	2,369.80	257.69	202.55	-	3,485.66
2029	698.12	2,331.44	262.84	199.27	-	3,491.68
2030	734.55	2,290.60	268.10	195.78	-	3,489.03
2031	777.04	2,247.63	273.46	192.11	-	3,490.24
2032	819.54	2,202.18	278.93	188.22	-	3,488.86
2033	868.10	2,154.23	284.51	184.12	-	3,490.97
2034	916.67	2,103.45	290.20	179.78	-	3,490.10
2035	965.23	2,049.82	296.00	175.20	-	3,486.26
2036	1,019.87	1,993.36	301.92	170.37	-	3,485.52
2037	1,080.57	1,933.70	307.96	165.27	-	3,487.50
2038	1,141.28	1,870.48	314.12	159.87	-	3,485.75
2039	1,208.06	1,803.72	320.40	154.16	-	3,486.34
2040	1,280.91	1,733.05	326.81	148.12	-	3,488.89
2041	1,353.75	1,658.11	333.35	141.72	-	3,486.93
2042	1,432.67	1,578.92	340.01	134.95	-	3,486.55
2043	1,517.66	1,495.11	346.81	127.79	-	3,487.37
2044	1,608.72	1,406.32	353.75	120.20	-	3,488.99
2045	1,705.85	1,312.21	360.83	112.16	-	3,491.05
2046	1,802.98	1,212.42	368.04	103.63	-	3,487.07
2047	1,912.25	1,106.95	375.40	94.61	-	3,489.21
2048	2,027.59	995.08	382.91	85.05	-	3,490.64
2049	2,149.01	876.47	390.57	74.91	-	3,490.95
2050	2,276.49	750.75	398.38	64.17	-	3,489.79
2051	2,410.04	617.58	406.35	52.78	-	3,486.75
2052	2,555.74	476.59	414.48	40.73	-	3,487.54
2053	2,713.58	327.08	422.77	27.96	-	3,491.37
2054	2,877.48	168.33	431.22	14.39	-	3,491.42
Total	\$ 41,723.51	\$ 48,048.31	\$ 9,608.14	\$ 3,924.15	\$ (2,135.72)	\$ 101,168.39

[a] Interest is calculated at a 5.850% rate for illustrative purposes.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

LOT TYPE 6 DISCLOSURE**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

LOT TYPE 6 PRINCIPAL ASSESSMENT: \$43,620.03

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

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
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COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 6

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2025	\$ -	\$ 2,232.80	\$ -	\$ -	\$ (2,232.80)	\$ -
2026	615.62	2,551.77	258.94	218.10	-	3,644.43
2027	653.70	2,515.76	264.12	215.02	-	3,648.60
2028	685.43	2,477.52	269.40	211.75	-	3,644.10
2029	729.86	2,437.42	274.79	208.33	-	3,650.39
2030	767.94	2,394.72	280.29	204.68	-	3,647.62
2031	812.36	2,349.80	285.89	200.84	-	3,648.89
2032	856.79	2,302.28	291.61	196.78	-	3,647.45
2033	907.56	2,252.15	297.44	192.49	-	3,649.65
2034	958.33	2,199.06	303.39	187.95	-	3,648.74
2035	1,009.11	2,143.00	309.46	183.16	-	3,644.72
2036	1,066.23	2,083.97	315.65	178.12	-	3,643.95
2037	1,129.69	2,021.59	321.96	172.79	-	3,646.03
2038	1,193.16	1,955.50	328.40	167.14	-	3,644.20
2039	1,262.97	1,885.70	334.97	161.17	-	3,644.81
2040	1,339.13	1,811.82	341.67	154.86	-	3,647.47
2041	1,415.29	1,733.48	348.50	148.16	-	3,645.43
2042	1,497.79	1,650.69	355.47	141.08	-	3,645.03
2043	1,586.64	1,563.07	362.58	133.60	-	3,645.89
2044	1,681.84	1,470.25	369.83	125.66	-	3,647.58
2045	1,783.39	1,371.86	377.23	117.25	-	3,649.73
2046	1,884.93	1,267.53	384.77	108.34	-	3,645.57
2047	1,999.17	1,157.26	392.47	98.91	-	3,647.81
2048	2,119.76	1,040.31	400.32	88.92	-	3,649.30
2049	2,246.69	916.31	408.32	78.32	-	3,649.63
2050	2,379.97	784.88	416.49	67.08	-	3,648.41
2051	2,519.59	645.65	424.82	55.18	-	3,645.24
2052	2,671.91	498.25	433.32	42.59	-	3,646.06
2053	2,836.92	341.94	441.98	29.23	-	3,650.07
2054	3,008.28	175.98	450.82	15.04	-	3,650.13
Total	\$ 43,620.03	\$ 50,232.32	\$ 10,044.88	\$ 4,102.52	\$ (2,232.80)	\$ 105,766.96

[a] Interest is calculated at a 5.850% rate for illustrative purposes.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

LOT TYPE 7 DISCLOSURE**NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT**

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

LOT TYPE 7 PRINCIPAL ASSESSMENT: \$47,413.08

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

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS
COUNTY OF _____

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - LOT TYPE 7

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2025	\$ -	\$ 2,426.96	\$ -	\$ -	\$ (2,426.96)	\$ -
2026	669.15	2,773.67	281.46	237.07	-	3,961.34
2027	710.54	2,734.52	287.09	233.72	-	3,965.87
2028	745.03	2,692.95	292.83	230.17	-	3,960.98
2029	793.32	2,649.37	298.68	226.44	-	3,967.82
2030	834.71	2,602.96	304.66	222.48	-	3,964.81
2031	883.00	2,554.13	310.75	218.30	-	3,966.18
2032	931.29	2,502.47	316.97	213.89	-	3,964.62
2033	986.48	2,447.99	323.31	209.23	-	3,967.01
2034	1,041.67	2,390.28	329.77	204.30	-	3,966.02
2035	1,096.85	2,329.35	336.37	199.09	-	3,961.66
2036	1,158.94	2,265.18	343.09	193.61	-	3,960.82
2037	1,227.92	2,197.38	349.96	187.81	-	3,963.07
2038	1,296.91	2,125.55	356.96	181.67	-	3,961.08
2039	1,372.79	2,049.68	364.09	175.19	-	3,961.75
2040	1,455.57	1,969.37	371.38	168.32	-	3,964.64
2041	1,538.36	1,884.22	378.80	161.04	-	3,962.42
2042	1,628.04	1,794.23	386.38	153.35	-	3,961.99
2043	1,724.61	1,698.99	394.11	145.21	-	3,962.92
2044	1,828.09	1,598.10	401.99	136.59	-	3,964.77
2045	1,938.47	1,491.15	410.03	127.45	-	3,967.10
2046	2,048.84	1,377.75	418.23	117.76	-	3,962.58
2047	2,173.01	1,257.90	426.59	107.51	-	3,965.02
2048	2,304.08	1,130.77	435.13	96.65	-	3,966.63
2049	2,442.05	995.99	443.83	85.13	-	3,966.99
2050	2,586.92	853.13	452.71	72.92	-	3,965.67
2051	2,738.69	701.79	461.76	59.98	-	3,962.22
2052	2,904.25	541.58	471.00	46.29	-	3,963.11
2053	3,083.61	371.68	480.42	31.77	-	3,967.47
2054	3,269.87	191.29	490.02	16.35	-	3,967.53
Total	\$ 47,413.08	\$ 54,600.35	\$ 10,918.34	\$ 4,459.26	\$ (2,426.96)	\$ 114,964.08

[a] Interest is calculated at a 5.850% rate for illustrative purposes.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

IMPROVEMENT AREA #2 INITIAL PARCEL DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING¹ RETURN TO:

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

STREET ADDRESS

IMPROVEMENT AREA #2 INITIAL PARCEL PRINCIPAL ASSESSMENT: \$6,873,000

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

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

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

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

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

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

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

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

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

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

Notary Public, State of Texas]³

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

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

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

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

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

Notary Public, State of Texas]⁴

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

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 INITIAL PARCEL

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest	Capitalized Interest	Total Annual Installment
2025	\$ -	\$ 351,811.69	\$ -	\$ -	\$ (351,811.69)	\$ -
2026	97,000.00	402,070.50	40,800.00	34,365.00	-	574,235.50
2027	103,000.00	396,396.00	41,616.00	33,880.00	-	574,892.00
2028	108,000.00	390,370.50	42,448.32	33,365.00	-	574,183.82
2029	115,000.00	384,052.50	43,297.29	32,825.00	-	575,174.79
2030	121,000.00	377,325.00	44,163.23	32,250.00	-	574,738.23
2031	128,000.00	370,246.50	45,046.50	31,645.00	-	574,938.00
2032	135,000.00	362,758.50	45,947.43	31,005.00	-	574,710.93
2033	143,000.00	354,861.00	46,866.38	30,330.00	-	575,057.38
2034	151,000.00	346,495.50	47,803.70	29,615.00	-	574,914.20
2035	159,000.00	337,662.00	48,759.78	28,860.00	-	574,281.78
2036	168,000.00	328,360.50	49,734.97	28,065.00	-	574,160.47
2037	178,000.00	318,532.50	50,729.67	27,225.00	-	574,487.17
2038	188,000.00	308,119.50	51,744.27	26,335.00	-	574,198.77
2039	199,000.00	297,121.50	52,779.15	25,395.00	-	574,295.65
2040	211,000.00	285,480.00	53,834.73	24,400.00	-	574,714.73
2041	223,000.00	273,136.50	54,911.43	23,345.00	-	574,392.93
2042	236,000.00	260,091.00	56,009.66	22,230.00	-	574,330.66
2043	250,000.00	246,285.00	57,129.85	21,050.00	-	574,464.85
2044	265,000.00	231,660.00	58,272.45	19,800.00	-	574,732.45
2045	281,000.00	216,157.50	59,437.90	18,475.00	-	575,070.40
2046	297,000.00	199,719.00	60,626.65	17,070.00	-	574,415.65
2047	315,000.00	182,344.50	61,839.19	15,585.00	-	574,768.69
2048	334,000.00	163,917.00	63,075.97	14,010.00	-	575,002.97
2049	354,000.00	144,378.00	64,337.49	12,340.00	-	575,055.49
2050	375,000.00	123,669.00	65,624.24	10,570.00	-	574,863.24
2051	397,000.00	101,731.50	66,936.72	8,695.00	-	574,363.22
2052	421,000.00	78,507.00	68,275.46	6,710.00	-	574,492.46
2053	447,000.00	53,878.50	69,640.97	4,605.00	-	575,124.47
2054	474,000.00	27,729.00	71,033.79	2,370.00	-	575,132.79
Total	\$ 6,873,000.00	\$ 7,914,867.19	\$ 1,582,723.17	\$ 646,415.00	\$ (351,811.69)	\$ 16,665,193.67

[a] Interest is calculated at a 5.850% rate for illustrative purposes.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

APPENDIX A – ENGINEER’S REPORT

 **ENGINEERING REPORT**

**Heritage
Public Improvement District
IA #2**

Dripping Springs, Texas

July 25, 2024

Prepared for:
City of Dripping Springs

Prepared by:
Kimley»»Horn

501 S. Austin Ave.
Suite 1310
Georgetown, Texas 78626

Job No. 069291601
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TBPE Firm #928

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 - a. Design Stage**
 - b. Construction Stage**

APPENDICES

- Exhibit A – Heritage Location Map**
- Exhibit B – Property**
- Exhibit B-2 – Improvement Area #2**
- Exhibit B-3 – Improvement Area Boundary Map**
- Exhibit C-1 –Major Improvements Map**
- Exhibit C-2 – Improvement Area #2 Improvements Map**
- Exhibit D – Engineers’ OPC**
- Exhibit E – Lot Mix Exhibit**

I. Introduction

Heritage will be developed on approximately ±188.943 acres of undeveloped land in the City of Dripping Springs. The subject property is located west of Ranch Road 12 and North of Sportsplex Drive, in Dripping Springs, Hays County, Texas. The project will encompass the construction of 595 detached single-family lots and 105 attached high-density residential units. A site location map is included in the appendix as *Exhibit A*. The overall lot mix map is included in the appendix as *Exhibit E*.

This report includes supporting documentation for the formation of the PID and the issuance of bonds by the City. The bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

II. Development Costs

An Engineers' Opinion of Probable Cost (OPC) has been prepared for all PID eligible offsite and onsite infrastructure. The Engineer's OPC is included as *Exhibit D*.

III. Development Improvements

Improvement Area #2 internal improvements are included in this report and defined in Section III.B. and shown in *Exhibit C-2*. Improvement Area #1, #3, and #4 internal improvements are excluded from this report. The Improvement Area #2 area is shown in *Exhibit B-2*. Major PID reimbursable improvements are shown in *Exhibit C-1*. PID eligible improvements descriptions are as follows:

A. Major Improvements

▪ *Roadway*

Improvements including mobilization, grading, erosion control, subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, signalization at the intersection of Ranch Road 12 and North Roger Hanks Parkway, and reinforcing steel for collector roadways and slip streets. 30% of the North Roger Hanks Parkway Offsite Extension cost shall be included as an eligible PID reimbursable cost.

▪ *Drainage*

Improvements including storm pipe, storm manholes, junction boxes, headwalls, area inlets, curb inlets, manhole casting adjustments, wet pond improvements, and trench safety program associated with drainage improvements.

▪ *Trails*

Includes improvements necessary to construct the 10' hike and bike trail that runs East to West along North Roger Hanks Parkway and improvements necessary to construct the 8' hike and bike trail that runs from the Northern overall property boundary to the Southern overall property boundary.

- *Landscaping*
Primary Entry Monumentation improvements at the intersection of Ranch Road 12 and North Roger Hanks Parkway is included.
- *Soft Costs*
Estimated to be 12% of hard costs, plus an additional 4% for construction management fee.

B. Improvement Area #2 Improvements

- *Roadway*
Improvements including mobilization, erosion control, grading, subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, and reinforcing steel for internal roadways.
- *Drainage*
Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, trenching and all other necessary appurtenances required to ensure proper drainage of the internal public roadways within improvement area #2.
- *Wastewater*
Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, and all other necessary appurtenances required to provide wastewater service to each parcel within improvement area #2.
- *Landscaping*
Landscaping improvements including plantings, and Improvement Area #2 Pocket Park.
- *Soft Costs*
Estimated to be 12% of hard costs, plus an additional 4% for construction management fee.

IV. DEVELOPMENT SCHEDULE

a. Design Stage

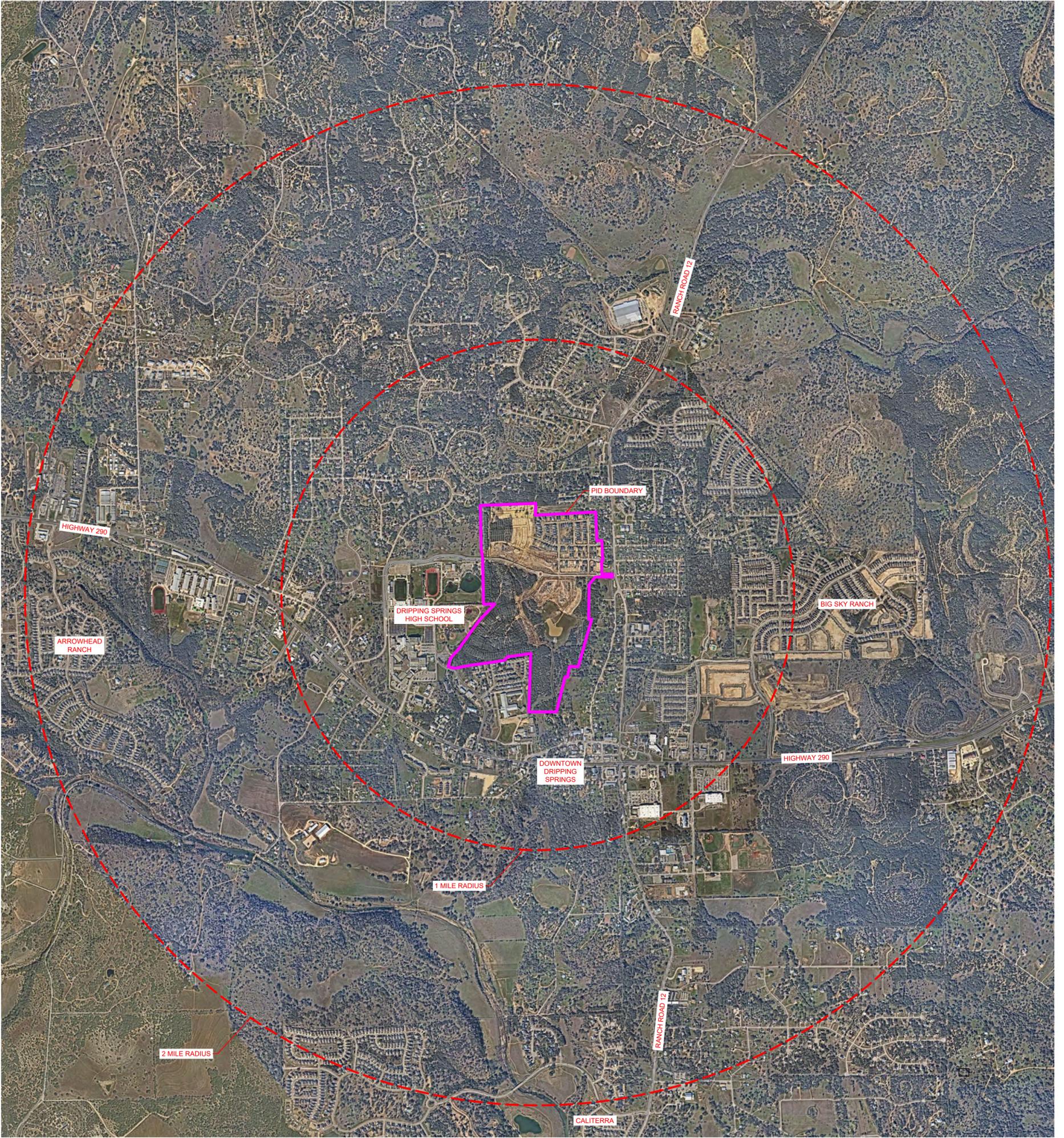
The preliminary plan for the entire PID district is approved by the City of Dripping Springs. The construction drawings for improvement area #2 are approved by the City of Dripping Springs and TCEQ. Improvement area #2 includes 160 single family lots, 8' trail, and a section of Great Sequoia Lane.

b. Construction Stage

Improvement Area #2 internal improvements are under construction as of April 2024 with completion of all Improvement Area #2 internal improvements projected to be complete by the end of June 2024. All Major Improvements located in Improvement Area #2 have been constructed. All PID eligible major improvements within the district are scheduled to be complete within 3 years of the date of this engineer's report.

Exhibit A

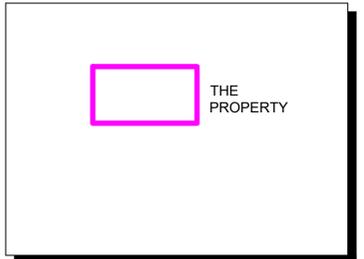
Heritage Location Map



Plotted By: Flynn, Alyssa Date: February 07, 2024 11:26:12am File Path: K:\US_Civil\Civil\067783117-Heritage-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\20221205 - PID Exhibits-EX-B-2 (Alex Version) - I&L.dwg
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EXHIBIT B - THE PROPERTY

Heritage Location Map



Dripping Springs, Texas
FEBRUARY 2024

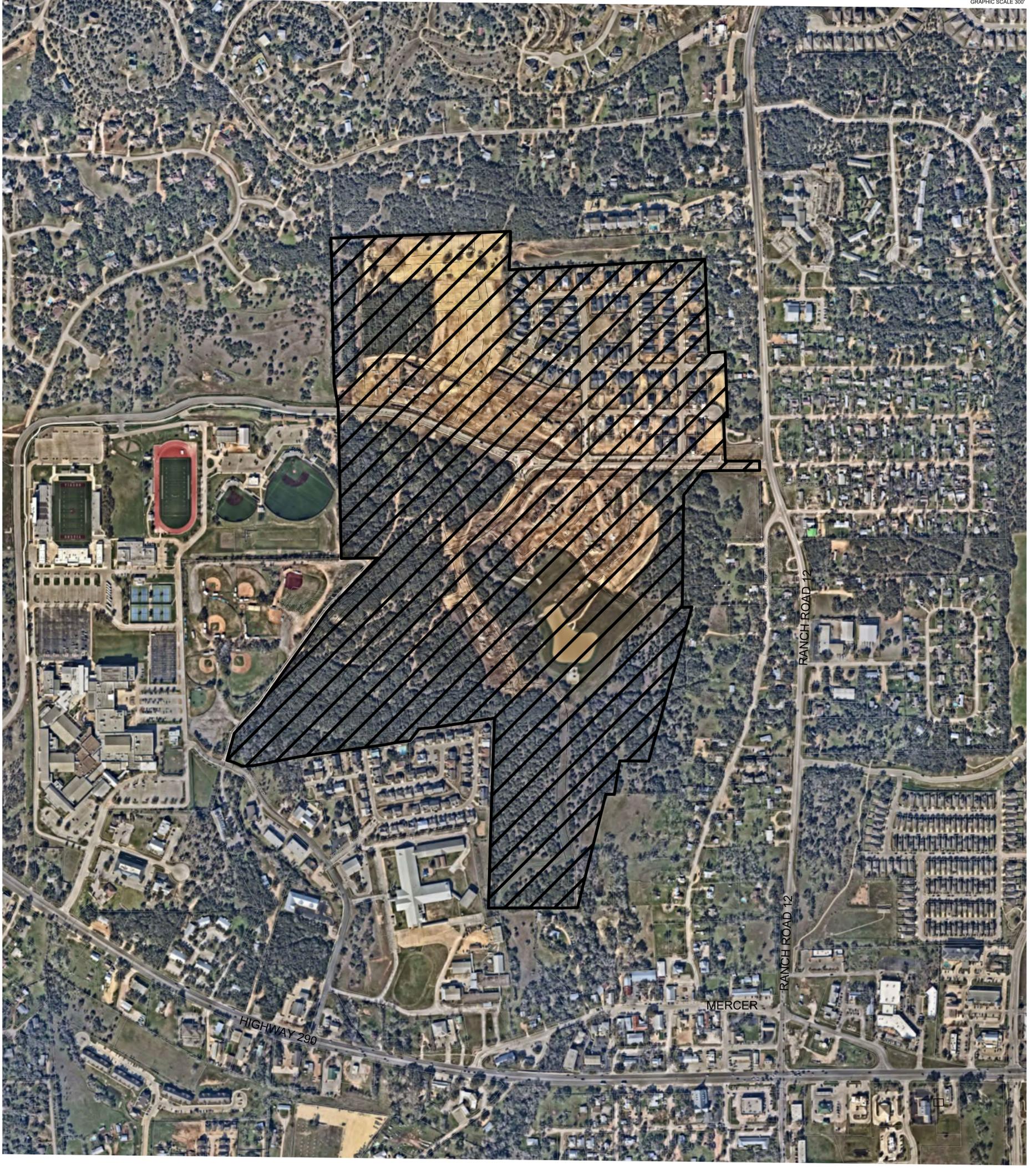
NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

Exhibit B

Property



0 300' 600'
GRAPHIC SCALE 300'



Plotted By: Flynn, Alyssa Date: February 07, 2024 11:35:47am File Path: K:\AUS_Civil\087853117-Heritage-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\2022\2025 - PID Exhibits-EX-B-2 (Alex Version) - 1A2.dwg
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EXHIBIT B - THE PROPERTY

Heritage PID Boundary

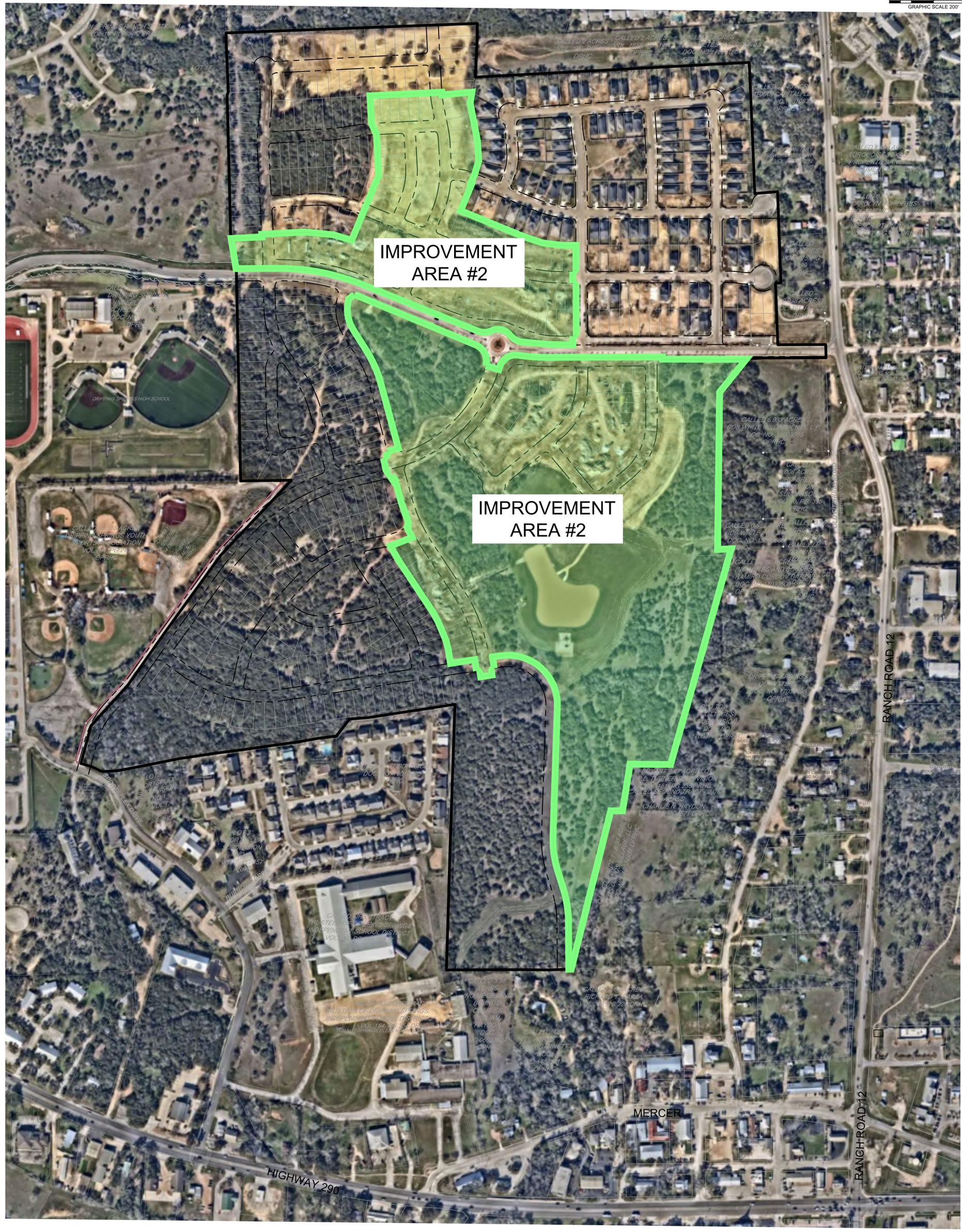


Dripping Spring, Texas
February 2024

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

Exhibit B-2

Improvement Area #2

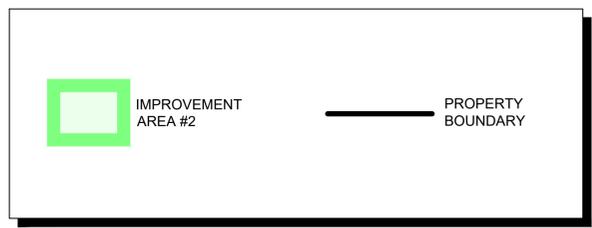


Plotted By: Flynn, Alyssa Date: February 07, 2024 02:36:43pm File Path: K:\AUS_Civil\067763117-Heritage-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\20221205 - PID Exhibits-EX-B-2 (Alex Version) - IAZ.dwg

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EXHIBIT B-2 Heritage PID Improvement Area #2 Map

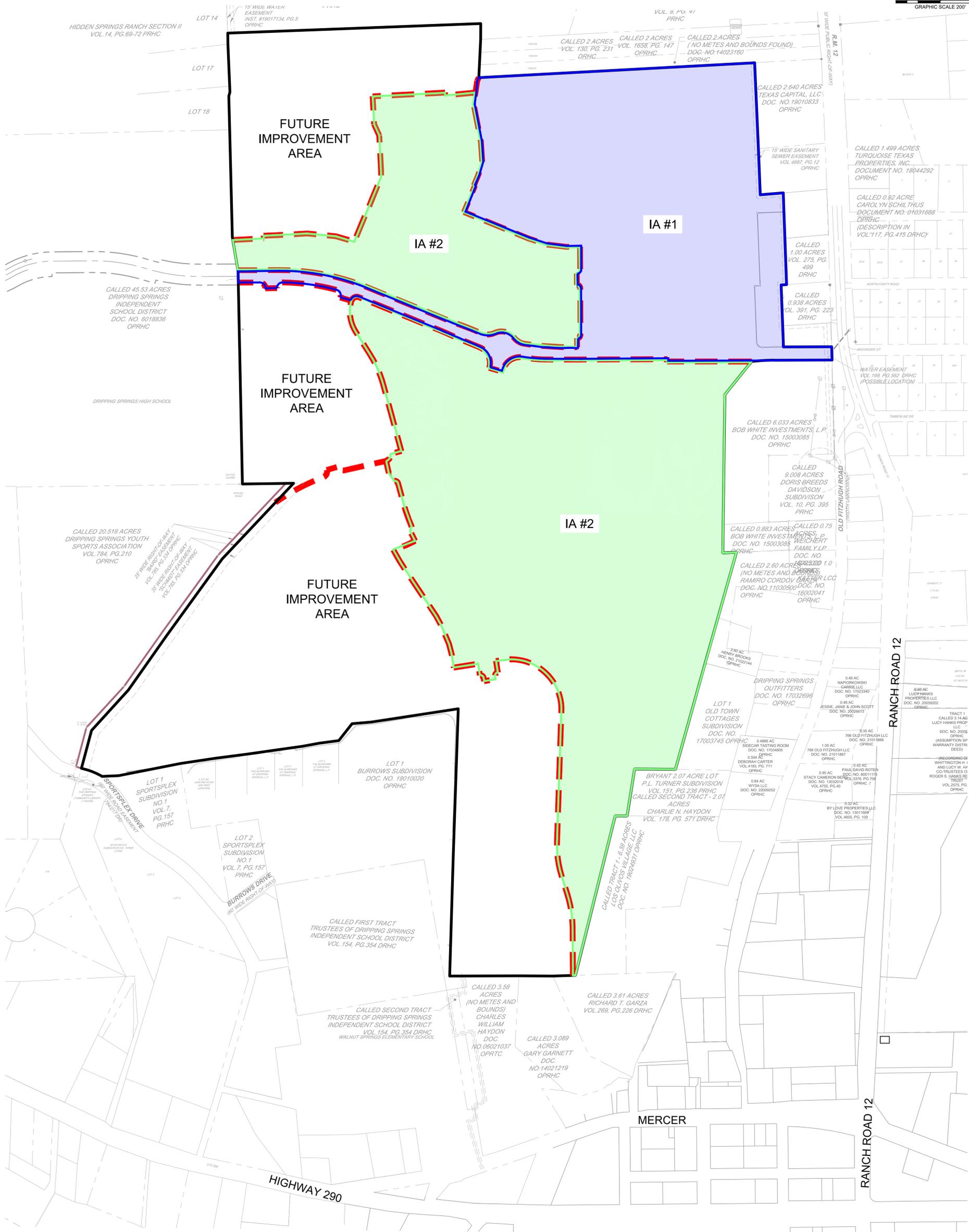
Dripping Spring, Texas
February 2024



NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

Exhibit B-2

Improvement Area Boundary Map



Plotted By: Flynn, Alyssa Date: March 18, 2024 03:03:05pm File Path: K:\GIS\Civil\067763117-Heights-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\20230410 - Exhibit F - IAK2.dwg
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EXHIBIT B-3

Improvement Area Boundary Map



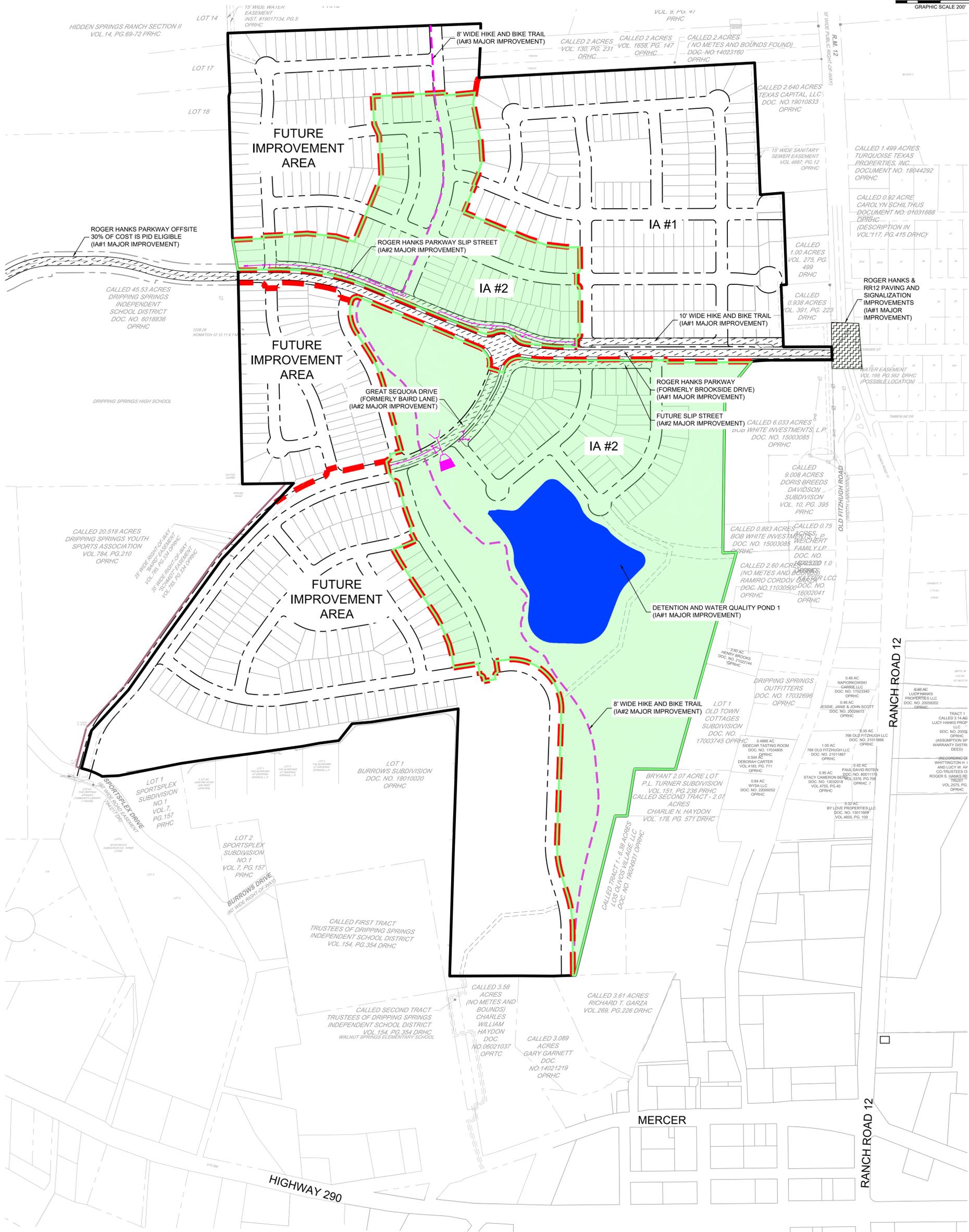
Dripping Spring, Texas
March 2024



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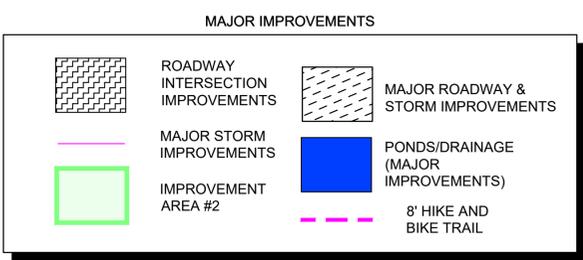
Exhibit C-1

Major Improvements Map



Plotted By: Flynn, Alyssa Date: March 18, 2024 02:58:56pm File Path: K:\GIS\Civil\067763117-Heights-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\20230410 - Exhibit F - IAK2.dwg

EXHIBIT C-1 Major Improvements Map



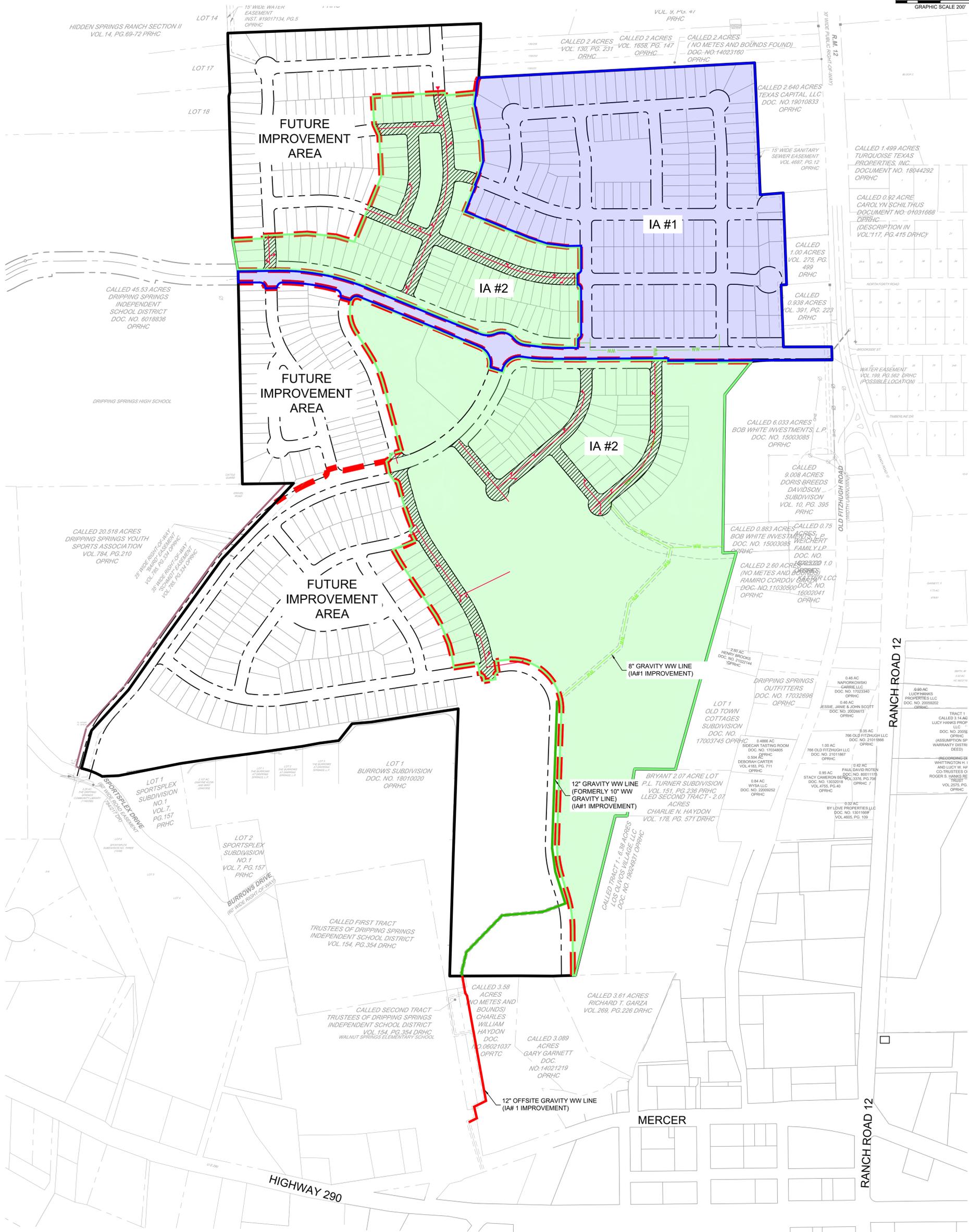
Dripping Spring, Texas
March 2024



NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

Exhibit C-2

Improvement Area #2 Improvements Map



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EXHIBIT C-2

Improvement Area #2

Improvements Map

Dripping Spring, Texas
March 2024

IMPROVEMENT AREA IMPROVEMENTS	
	ROADWAY, STORM & WASTEWATER INTERNAL IMPROVEMENT AREA #1 ELIGIBLE IMPROVEMENTS
	IMPROVEMENT AREA #2
	PROPERTY BOUNDARY
	PHASE LINE
	12" WW LINE
	12" OFFSITE WW LINE
	8" WW LINE
	STORM IMPROVEMENTS



NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

Exhibit D

Engineer's OPC

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - HERITAGE DRIPPING SPRINGS
KIMLEY-HORN AND ASSOCIATES
25-Jul-24

	TOTAL ACREAGE	ESTIMATED LOTS	ROADWAY	DRAINAGE	WASTEWATER	TRAILS AND LANDSCAPING	SUBTOTAL	PROJECT MANAGEMENT (4%)	ENGINEERING DESIGN & SURVEY (12%)	TOTAL COST
IMPROVEMENT AREA #1 IMPROVEMENTS	37.07	158	\$1,220,991	\$645,408	\$1,644,140	\$833,737	\$4,344,277	\$173,771	\$521,313	\$5,039,361
IMPROVEMENT AREA #2 IMPROVEMENTS	75.57	160	\$1,898,122	\$1,604,672	\$1,317,125	\$624,657	\$5,444,575	\$217,783	\$653,349	\$6,315,707
TOTAL MAJOR IMPROVEMENTS (IA#1, IA#2, IA#3, IA#4)	188.94	700	\$6,136,773	\$3,184,075		\$482,499	\$9,803,346	\$392,134	\$1,176,402	\$11,371,881

1. Review all notes and assumptions . These OPC's are not intended for basing financial decisions, or securing funding. Since Kimley-Horn & Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, any and all opinions as to the cost herei including but not limited to opinions as to the costs of construction materials, shall be made on the basis of experience and best available data. Kimley-Horn & Associates, Inc. cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions on costs shown herein. The total costs and other numbers in this Opinion of Probable Cost have not bee rounded. This practice of not rounding is not intended to reflect or imply a level of certainty with respect to accuracy of the amount.
2. Water and wastewater service is available at the site.
3. A pocket park in Improvement Area #2 is included in this OPC.
4. Cost for primary entry features are included in this OPC as a Major Improvement. All other entry signage were included in Improvement Area #1 Improvements.
5. Legal, marketing, financing, closing costs, cost of sales, HOA funding, overhead, maintenance, insurance, etc. are not included.
6. This OPC is preliminary and is prepared without the benefit of all record drawings, franchise utility communication, city communication, etc.
7. Soft Cost Included in this OPC:
 - Project Management fee of 4% of the hard costs.
 - Engineering Design & Survey fee of 12% of the hard costs.
8. Majority of unit prices are based on similar single family development in the area.
9. This OPC assumes that 30% of the cost to construct "Roger Hanks Parkway Extension (Offsite)" is PID eligible. The PID eligible portion of the cost for Roger Hanks Parkway Extension was included in the Improvement Area #1 Major Roadway improvements.
10. Questions regarding this OPC should be directed to Kimley-Horn and Associates, Alex Granados, (512) 782-0602.
11. The "Authorized Cost" of Major Improvements in Improvement Area #2 shall be 25.61290999% of the total cost of construction of all Major Improvements in the district.
12. The "Authorized Cost" of Improvement Area Improvements within Improvement Area #2 shall be 100% of the total cost of construction.

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS
Improvement Area #2



Date Prepared: 03/1/2024
 Date Exhibit: 03/1/2024
 Project: Heritage Dripping Springs
 Client: M/I Homes of Austin
 KHA Job Number: 067783117
 Prepared By: Alyssa Flynn
 Reviewed By: Adam Davis

Total Acreage: 75.57
 Total Disturbed: 47
 Lots: 160
 LF Internal Residential: 0
 LF of Alley Roadway: 0
 LF PID Eligible Slip Street: 2527
 LF PID Eligible Residential Roadway: 6442
 LF PID Eligible Collector Roadway: 693

INTERNAL PID

A. MOBILIZATION AND CLEARING (INCLUDED IN ROADWAY IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
1	MOBILIZATION	1	LS	\$ 61,061.11	\$ 61,061.11
2	SITE PREPARATION TO REMOVE TREES, STUMPS, VEGETATION, RUBBISH, DEBRIS, ORGANIC MATTER, AND OTHER OBJECTIONABLE MATERIAL PER THE SPECIFICATIONS AND MAINTAIN POSITIVE DRAINAGE FOR THE ENTIRE SITE. INCLUDES DISPOSAL OF CLEARED MATERIAL.	40.57	AC	\$ 3,143.65	\$ 127,537.88
3	DEMOLITION OF ALL EXISTING STRUCTURES AND INFRASTRUCTURE AS SHOWN ON DEMOLITION SHEETS OF CONSTRUCTION PLANS, TO	1	LS	\$ 16,260.25	\$ 16,260.25
					Subtotal \$ 204,859.24

B. EROSION AND SEDIMENTATION CONTROL (INCLUDED IN ROADWAY IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
4	STAGING AND TEMPORARY SPOILS AREA, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 1,647.65	\$ 3,295.30
1	ROCK BERM, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	171	LF	\$ 28.18	\$ 4,818.78
5	REVEGETATION OF RIGHT-OF-WAY WITH HYDROMULCH SEEDING, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	13,638	SY	\$ 1.73	\$ 23,593.74
6	SILT FENCE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	12,187	LF	\$ 4.38	\$ 53,379.06
7	CONCRETE WASHOUT AREA, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 704.61	\$ 704.61
8	CURB INLET PROTECTION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	31	EA	\$ 102.98	\$ 3,192.38
					Subtotal \$ 88,983.87

C. STORM WATER & DRAINAGE (INCLUDED IN DRAINAGE IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
9	18" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1,464	LF	\$ 67.58	\$ 98,937.12
10	24" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1,581	LF	\$ 85.23	\$ 134,748.63
11	30" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	829	LF	\$ 116.77	\$ 96,802.33
12	36" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	432	LF	\$ 153.91	\$ 66,489.12
13	4x3' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	563	LF	\$ 329.19	\$ 185,333.97
14	7x3' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	300	LF	\$ 579.51	\$ 173,853.00
15	7x4' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	726	LF	\$ 642.71	\$ 466,607.46
16	8x4' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	47	LF	\$ 799.05	\$ 37,555.35
17	STANDARD HEADWALL AND ENERGY DISSIPATORS, 18" PIPE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 5,476.54	\$ 5,476.54
18	STANDARD HEADWALL AND ENERGY DISSIPATORS, 36" PIPE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 7,225.88	\$ 7,225.88
19	STANDARD STORM MANHOLE, 4' DIA., COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 4,426.25	\$ 4,426.25
20	STANDARD STORM MANHOLE, 5' DIA., COMPLETE IN PLACE AS DETAILED AND SPECIFIED	9	EA	\$ 5,619.49	\$ 50,575.41
21	STANDARD STORM MANHOLE, 6' DIA., COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 6,976.30	\$ 6,976.30
22	10'X5' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 15,620.09	\$ 15,620.09
23	9'X5' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 15,029.91	\$ 15,029.91
24	9'X4' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 14,327.10	\$ 14,327.10
25	REMOVE PLUG AND CONNECT TO EXISTING 36" RCP	1	EA	\$ 1,256.18	\$ 1,256.18
26	REMOVE PLUG AND CONNECT TO EXISTING 30" RCP	2	EA	\$ 1,256.18	\$ 2,512.36
27	END AND PLUG FOR FUTURE CONNECTION	3	EA	\$ 1,488.94	\$ 4,466.82
28	REMOVE 9'X4' RCB PLUG AND CONNECT TO EXISTING	1	EA	\$ 2,652.64	\$ 2,652.64
29	10' CURB INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	31	EA	\$ 6,142.63	\$ 190,421.53
30	4'X4' AREA INLET, COMPLETE AND IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 4,610.61	\$ 9,221.22
31	ADJUST MANHOLE CASTINGS TO GRADE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	14	EA	\$ 552.79	\$ 7,739.06
32	TRENCH SAFETY SYSTEM,, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	5,942	LF	\$ 1.08	\$ 6,417.36
					Subtotal \$ 1,604,671.63

D. WASTEWATER (INCLUDED IN WASTEWATER IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
33	8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER (ALL DEPTHS) - COMPLETE IN PLACE AS DETAILED AND SPECIFIED	7,902	LF	\$ 62.83	\$ 496,482.66
34	4' DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE - COMPLETE IN PLACE AS DETAILED AND SPECIFIED	44	EA	\$ 6,899.17	\$ 303,563.48
35	WASTEWATER MANHOLE STANDARD RING AND COVER, INCLUDING ADJUSTMENT TO FINISHED GRADE COMPLETE IN PLACE AS	44	EA	\$ 1,003.37	\$ 44,148.28
36	COATING FOR WASTEWATER MANHOLES COMPLETE IN PLACE AS DETAILED AND SPECIFIED	44	EA	\$ 1,487.27	\$ 65,439.88
37	DOUBLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	71	EA	\$ 3,968.92	\$ 281,793.32
38	SINGLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	18	EA	\$ 3,045.04	\$ 54,810.72
37	EXISTING MANHOLE CASTING ADJUSTMENT TO FINISHED GRADE COMPLETE IN PLACE AS DETAILED AND SPECIFIED ALONG	4	EA	\$ 3,023.48	\$ 12,093.92
37	CORE INTO EXISTING MANHOLE AND CONNECT PROPOSED 8" WASTEWATER LINE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 3,341.24	\$ 6,682.48
38	8" WASTEWATER PLUG, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	5	EA	\$ 506.62	\$ 2,533.10
39	REMOVE PLUG AND CONNECT TO EXISTING WASTEWATER LINE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	3	EA	\$ 2,638.66	\$ 7,915.98
38	16" STEEL ENCASUREMENT, TO INCLUDE ALL APPURTENANCES NOT SPECIFIED IN THIS BID BUT NOT LIMITED TO FITTINGS AND TESTING,	103	LF	\$ 169.72	\$ 17,481.16
39	TESTING	7,902	LF	\$ 1.98	\$ 15,645.96
40	TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	7,902	LF	\$ 1.08	\$ 8,534.16
					Subtotal \$ 1,317,125.10

E. EARTHWORK/GRADING (INCLUDED IN ROADWAY IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
41	EXCAVATION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED WITHIN ROW	10891	CY	\$ 5.58	\$ 60,771.78
42	EMBANKMENT, INCLUDING SPREADING AND COMPACTION OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED WITHIN ROW	6126	CY	\$ 3.74	\$ 22,911.24
43	EXCAVATION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED OUTSIDE OF ROW	43731	CY	\$ 5.58	\$ 244,018.98
44	EMBANKMENT, INCLUDING SPREADING AND COMPACTION OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED OUTSIDE OF ROW	42801	CY	\$ 3.74	\$ 160,075.74
45	IMPORT OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	0	CY	\$ -	\$ -
46	EXPORT OF EXCESS MATERIAL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	0	CY	\$ -	\$ -
					Subtotal \$ 487,777.74

F. PAVING (INCLUDED IN ROADWAY IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
47	SUB GRADE PREPARATION - COMPLETE IN PLACE AS DETAILED AND SPECIFIED	25,450	SY	\$ 1.94	\$ 49,373.00
48	8" CRUSHED LIMESTONE BASE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	25,450	SY	\$ 13.97	\$ 355,536.50
49	HOT MIX ASPHALT CONCRETE PAVEMENT, 2.0 INCH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	18,994	SY	\$ 16.43	\$ 312,071.42
50	6" CONCRETE CURB AND GUTTER, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	11,846	LF	\$ 18.21	\$ 215,715.66
51	CONCRETE SIDEWALKS, 4 INCH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1,681	SY	\$ 49.35	\$ 82,957.35
52	SIDEWALK CURB RAMP, TYPE 1B, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	28	EA	\$ 1,115.92	\$ 31,245.76
					Subtotal \$ 1,046,899.69

G. MISCELLANEOUS (INCLUDED IN ROADWAY IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
53	TRAFFIC SIGNS, (STOP SIGN W/STREET NAME SIGNS), COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LS	\$ 4,888.91	\$ 4,888.91
54	NOVARA ML 450 LVC 3000K TYPE II STREET LIGHT	10	EA	\$ 5,227.30	\$ 52,273.00
55	STREET END BARRICADE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	9	EA	\$ 1,111.12	\$ 10,000.08
56	MISCELLANEOUS THERMOPLASTIC STRIPING (CROSSWALKS, STOP BARS), COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LS	\$ 2,439.04	\$ 2,439.04
					Subtotal \$ 69,601.03

H. LANDSCAPING/AMENITIES PID ELIGIBLE (INCLUDED IN TRAILS/LANDSCAPING IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
57	PERFECT CUTS LANDSCAPING	1	LS	\$ 624,656.84	\$ 624,656.84
					Subtotal \$ 624,656.84

SUMMARY OF ESTIMATED PROJECT COSTS

	DESCRIPTION	TOTAL COST
A.	MOBILIZATION AND CLEARING (INCLUDED IN ROADWAY IN SUMMARY)	\$ 204,859.24
B.	EROSION AND SEDIMENTATION CONTROL (INCLUDED IN ROADWAY IN SUMMARY)	\$ 88,983.87
C.	STORM WATER & DRAINAGE (INCLUDED IN DRAINAGE IN SUMMARY)	\$ 1,604,671.63
D.	WASTEWATER (INCLUDED IN WASTEWATER IN SUMMARY)	\$ 1,317,125.10
E.	EARTHWORK/GRADING (INCLUDED IN ROADWAY IN SUMMARY)	\$ 487,777.74
F.	PAVING (INCLUDED IN ROADWAY IN SUMMARY)	\$ 1,046,899.69
G.	MISCELLANEOUS (INCLUDED IN ROADWAY IN SUMMARY)	\$ 69,601.03
H.	LANDSCAPING/AMENITIES PID ELIGIBLE (INCLUDED IN TRAILS/LANDSCAPING IN SUMMARY)	\$ 624,656.84
	Project Subtotal	\$ 5,444,575.14
	Contingency (10%)	\$ 544,457.51
	Total Estimated Project Costs	\$ 5,989,032.65
	Cost per lot	34,028.59

MAJOR PID IMPROVEMENTS

A. MOBILIZATION AND CLEARING (INCLUDED IN ROADWAY IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
1	MOBILIZATION	1	LS	\$ 59,760.20	\$ 59,760.20
2	SITE PREPARATION TO REMOVE TREES, STUMPS, VEGETATION, RUBBISH, DEBRIS, ORGANIC MATTER, AND OTHER OBJECTIONABLE MATERIAL PER THE SPECIFICATIONS AND MAINTAIN POSITIVE DRAINAGE FOR THE ENTIRE SITE. INCLUDES DISPOSAL OF CLEARED MATERIAL.	5.2	AC	\$ 3,143.65	\$ 16,284.11
					Subtotal \$ 76,044.31

B. EROSION AND SEDIMENTATION CONTROL (INCLUDED IN ROADWAY IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
3	STABILIZED CONSTRUCTION ENTRANCE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 1,099.65	\$ 2,199.30
4	REVEGETATION OF RIGHT-OF-WAY WITH HYDROMULCH SEEDING, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	7,066	SY	\$ 1.73	\$ 12,224.18
5	SILT FENCE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	821	LF	\$ 4.38	\$ 3,595.98
6	ROCK BERM, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	28	LF	\$ 48.78	\$ 1,365.84
7	CURB INLET PROTECTION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	11	EA	\$ 102.98	\$ 1,132.78
				Subtotal	\$ 20,518.08

C. STORM WATER & DRAINAGE (INCLUDED IN DRAINAGE IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
8	18" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	351	LF	\$ 66.82	\$ 23,453.82
9	30" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	58	LF	\$ 114.17	\$ 6,621.86
10	36" DIA. RCP CL III STM (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	754	LF	\$ 156.19	\$ 117,767.26
11	4'X3' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	98	LF	\$ 322.03	\$ 31,558.94
12	6'X3' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	634	LF	\$ 585.05	\$ 370,921.70
13	7'X3' REINFORCED CONCRETE BOX COMPLETE IN PLACE AS DETAILED AND SPECIFIED	243	LF	\$ 524.96	\$ 127,565.28
14	6'X6' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LF	\$ 8,504.05	\$ 8,504.05
15	9'X4' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LF	\$ 15,636.96	\$ 15,636.96
16	9'X5' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LF	\$ 15,438.22	\$ 15,438.22
17	10'X10' JUNCTION BOX, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LF	\$ 25,157.02	\$ 25,157.02
18	STANDARD HEADWALL PER TXDOT DETAIL FW-0, TO INCLUDE RIP RAP, 6'X3' PIPE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 49,595.19	\$ 49,595.19
19	STANDARD HEADWALL PER TXDOT DETAIL FW-0, 6'X3' PIPE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 25,927.50	\$ 25,927.50
20	STANDARD HEADWALL PER TXDOT DETAIL SW-0, 4'X3' PIPE, TO INCLUDE SAFETY END TREATMENT, COMPLETE IN PLACE AS DETAILED	1	EA	\$ 11,483.20	\$ 11,483.20
21	STANDARD STORMWATER MANHOLE, 5 FOOT DIA., COMPLETE IN PLACE AS DETAILED AND SPECIFIED	5	EA	\$ 5,420.47	\$ 27,102.35
22	BRICK PLUG FOR 30" STORM SEWER FUTURE CONNECTION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 2,761.05	\$ 2,761.05
23	10' CURB INLET, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	11	EA	\$ 5,797.52	\$ 63,772.72
24	ADJUST MANHOLE CASTINGS TO GRADE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	9	EA	\$ 495.08	\$ 4,455.72
25	TRENCH SAFETY SYSTEM, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2,138	LF	\$ 1.08	\$ 2,309.04
				Subtotal	\$ 930,031.88

D. EARTHWORK/GRADING (INCLUDED IN ROADWAY IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
26	EXCAVATION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED WITHIN ROW	2399	CY	\$ 5.58	\$ 13,386.42
27	EMBANKMENT, INCLUDING SPREADING AND COMPACTION OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED WITHIN ROW	6198	CY	\$ 3.74	\$ 23,180.52
28	EXCAVATION, COMPLETE IN PLACE AS DETAILED AND SPECIFIED OUTSIDE OF ROW	62	CY	\$ 5.58	\$ 345.96
29	EMBANKMENT, INCLUDING SPREADING AND COMPACTION OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED OUTSIDE OF ROW	801	CY	\$ 3.74	\$ 2,995.74
30	IMPORT OF FILL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	0	CY	\$ -	\$ -
31	EXPORT OF EXCESS MATERIAL, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	0	CY	\$ -	\$ -
				Subtotal	\$ 39,908.64

E. ROADWAY (INCLUDED IN ROADWAY IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
32	SUB GRADE PREPARATION -- COMPLETE IN PLACE AS DETAILED AND SPECIFIED	11,266	SY	\$ 1.94	\$ 21,856.04
33	16" CRUSHED LIMESTONE BASE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	3,291	SY	\$ 26.58	\$ 87,474.78
34	8" CRUSHED LIMESTONE BASE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	7,975	SY	\$ 13.97	\$ 111,410.75
35	HOT MIX ASPHALT CONCRETE PAVEMENT, 2.5 INCH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2,390	SY	\$ 20.11	\$ 48,062.90
36	HOT MIX ASPHALT CONCRETE PAVEMENT, 2.0 INCH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	5,238	SY	\$ 16.43	\$ 86,060.34
37	6" CONCRETE CURB AND GUTTER, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	6,412	LF	\$ 18.21	\$ 116,762.62
38	CONCRETE SIDEWALKS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	732	SY	\$ 49.35	\$ 36,124.20
39	SIDEWALK CURB RAMP, TXDOT TYPE 1, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	8	EA	\$ 1,115.92	\$ 8,927.36
40	SIDEWALK CURB RAMP, TXDOT TYPE 7, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 1,115.92	\$ 2,231.84
41	SIDEWALK CURB RAMP, TXDOT TYPE 21, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 1,115.92	\$ 2,231.84
42	SIDEWALK CURB RAMP, TYPE 1B, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	3	EA	\$ 1,115.92	\$ 3,347.76
				Subtotal	\$ 524,490.33

F. MISCELLANEOUS (INCLUDED IN ROADWAY IN SUMMARY)

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
43	TRAFFIC SIGNS, (STOP SIGN W/ STREET NAME SIGNS), COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LS	\$ 4,888.91	\$ 4,888.91
44	NOVARA ML 450 LVC 3000K TYPE II STREET LIGHT	3	EA	\$ 5,227.30	\$ 15,681.90
45	STREET END BARRICADE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 1,111.12	\$ 2,222.24
46	MISCELLANEOUS THERMOPLASTIC STRIPING (CROSSWALKS, STOP BARS), COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LS	\$ 1,300.82	\$ 1,300.82
				Subtotal	\$ 24,093.87

G. TRAILS

	DESCRIPTION	QUANTITY	UNIT	COST / UNIT	TOTAL COST
47	8' SHARED USE PATH SIDEWALK, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	3,917	SY	\$ 49.48	\$ 193,813.16
				Subtotal	\$ 193,813.16

SUMMARY OF MAJOR INFRASTRUCTURE

	DESCRIPTION	TOTAL COST
A.	MOBILIZATION AND CLEARING (INCLUDED IN ROADWAY IN SUMMARY)	\$ 76,044.31
B.	EROSION AND SEDIMENTATION CONTROL (INCLUDED IN ROADWAY IN SUMMARY)	\$ 20,518.08
C.	STORM WATER & DRAINAGE (INCLUDED IN DRAINAGE IN SUMMARY)	\$ 930,031.88
D.	EARTHWORK/GRADING (INCLUDED IN ROADWAY IN SUMMARY)	\$ 39,908.64
E.	ROADWAY (INCLUDED IN ROADWAY IN SUMMARY)	\$ 524,490.33
F.	MISCELLANEOUS (INCLUDED IN ROADWAY IN SUMMARY)	\$ 24,093.87
G.	TRAILS	\$ 193,813.16
	Project Subtotal	\$ 1,808,900.27

Exhibit E

Lot Mix Exhibit

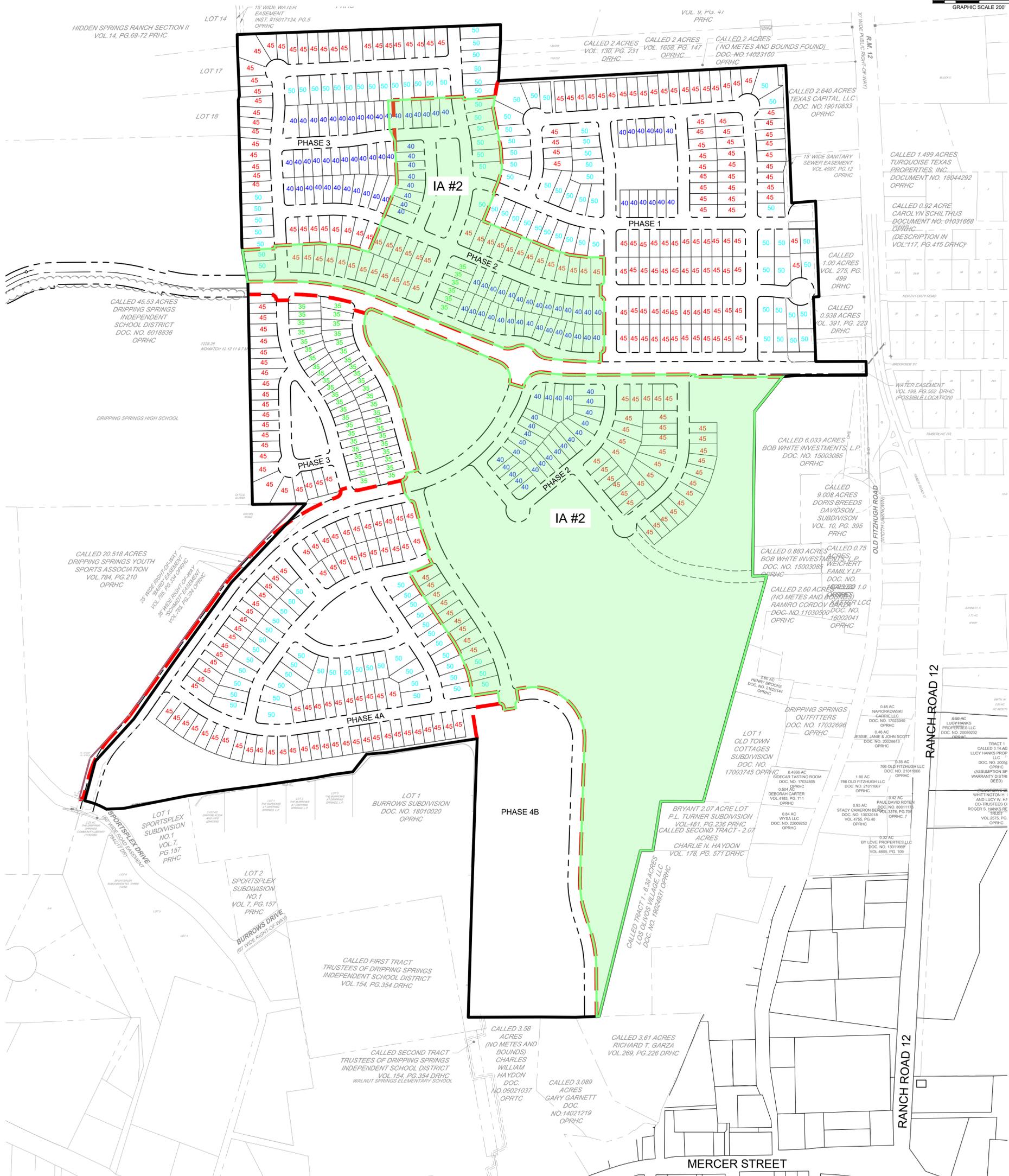
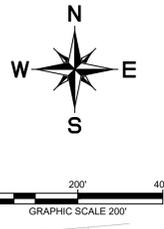
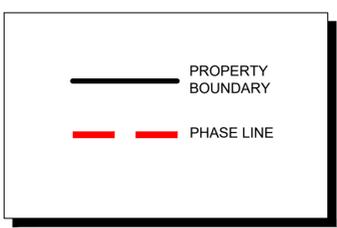


EXHIBIT E

HERITAGE PDD Compliant Overall Residential Lot Size Exhibit

Dripping Spring, Texas
March 2024

HERITAGE PDD COMPLIANT RESIDENTIAL LOT MIX							
Medium Density Detached							
Product	Phase 1	Phase 2	Phase 3	Phase 4A	Phase 4B	Lots	Percent
40's	12	14	34			60	12%
45's	100	74	59	75		308	63%
50's	46	12	25	39		122	25%
Subtotal MDD	158	100	118	114	0	490	70%
High Density Detached							
Product						Lots	Percent
35's		6	45			51	49%
40's		54				54	51%
Subtotal HDD	0	60	45	0	0	105	15%
High Density Attached							
Product						Lots	Percent
MF						105	15%
Total Lots	158	160	163	114	105	700	



Plotted By: Flynn, Alyssa Date: March 21, 2024 09:26:06am File Path: K:\US_Civil\067763117-Heritage-MI Homes\PRELIMINARY\Cad\Exhibits\PlanSheets\Overall Lotting Exhibit - IA2.dwg
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NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.



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Texas

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Item 10.

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City of Dripping Springs, Texas

Heritage Public Improvement District

Improvement Area #2 Project

Series 2024 Special Assessment Revenue Bonds

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Heritage Public Improvement District Development Summary.....	4
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Improvement Area #2 Bonds Preliminary Statistics.....	7
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- Amended Public Improvement District Financing Agreement approved on December 20, 2022
 - \$27,500,000 Assessments/Bonds for the entire District/Project
 - Assessments to be levied and Bonds to be issued in phases as development progresses
 - Fixed assessments for all phases of the Project regardless of when assessments are levied and bonds issued for any phase/improvement area
 - Assessments/Bonds amortized over a 30-year period (per phase)
 - City prepares and controls the Service and Assessment Plan
 - City structuring of PID Bonds and control of bond issuance process
 - PID Bonds issued after qualified improvements are in place and accepted by the City (reimbursement financing structure)
- Offsite Road and Trail Financing by Developer (no changes from 2017)
- Wastewater Impact Fees pursuant to a Wastewater Agreement with Developer (No changes from 2017)

Heritage Public Improvement District Development Summary

IMPROVEMENT AREA #1

Category	No. of Units	Finished		Expected	Expected
		Lot	Home	Area 1	Area 1
		Unit Value	Unit Value	Finished	Buildout
				Lots Value	Value
SF 35'	0	\$ 90,000	\$ 420,000	\$ -	\$ -
SF 40'	12	103,000	432,858	1,236,000	5,194,296
SF 45'	100	115,875	497,893	11,587,500	49,789,300
SF 50'	46	128,750	561,220	5,922,500	25,816,120
Multifamily	0	30,000	150,000	-	-
	<u>158</u>			<u>\$18,746,000</u>	<u>\$80,799,716</u>

Weighted Average Value..... \$118,646 \$511,391

IMPROVEMENT AREA #2

Category	No. of Units	Expected		Expected	Expected
		Finished	Finished	Area 2	Area 2
		Lot	Home	Finished	Buildout
		Unit Value	Unit Value	Lots Value	Value
SF 35'	6	\$ 90,000	\$ 420,000	\$ 540,000	\$ 2,520,000
SF 40'	68	103,000	432,858	7,004,000	29,434,344
SF 45'	74	115,875	497,893	8,574,750	36,844,082
SF 50'	12	128,750	561,220	1,545,000	6,734,640
Multifamily	0	30,000	150,000	-	-
	<u>160</u>			<u>\$17,663,750</u>	<u>\$75,533,066</u>

Weighted Average Value..... \$110,398 \$472,082

FUTURE IMPROVEMENT AREAS

Category	No. of Units	Expected		Expected	Expected
		Finished	Finished	Future Areas	Future Areas
		Lot	Home	Finished	Buildout
		Unit Value	Unit Value	Lots Value	Value
SF 35'	45	\$ 90,000	\$ 420,000	\$ 4,050,000	\$ 18,900,000
SF 40'	34	103,000	432,858	3,502,000	14,717,172
SF 45'	134	115,875	497,893	15,527,250	66,717,662
SF 50'	64	128,750	561,220	8,240,000	35,918,080
Multifamily	105	30,000	150,000	3,150,000	15,750,000
	<u>382</u>			<u>\$ 34,469,250</u>	<u>\$ 152,002,914</u>

Weighted Average Value..... \$90,234 \$397,913

Notes:

Development Plan and expected finished home values as reported by the Developer on February 7, 2023 and May 17, 2024.

SF 35', 40', 45' and 50' finished lot values as per the most recent Appraisal; Multifamily calculated at 1/5 of the expected finished unit value for illustration and discussion purposes only, subject to change.

	Original Expected Buildout Value	Percentage of Total Project	Assessments/ Bonds
Improvement Area #1 Expected Buildout Value	\$74,280,000	25.61%	\$7,043,550
Improvement Area #2 Expected Buildout Value	\$72,480,000	24.99%	\$6,872,866
Future Improvement Areas Expected Build Out Value	\$143,250,000	49.39%	\$13,583,583
Total Expected Buildout Value	\$290,010,000	100.00%	\$27,500,000

Improvement Area #1 Assessments/Bonds rounded down to the nearest \$1,000. Improvement Area #2 Assessments/Bonds rounded up to the nearest \$1,000.

- \$7,043,000 Series 2023 Bonds (issued in June 2023) secured solely by assessment revenue from Improvement Area #1 of the Heritage PID
- **\$6,873,000 Series 2024 Bonds (to be issued in September 2024) secured solely by assessment revenue from Improvement Area #2 of the Heritage PID**
- City’s full faith and credit does NOT secure the Bonds
- City’s enterprise funds’ revenues do NOT secure the Bonds
- Assessment revenues from future improvement areas do NOT secure the Bonds

Improvement Area #2 Bonds Preliminary Sources and Uses of Funds

Bond Issuance Date 9/17/2024
 Bond Delivery/Closing Date 10/16/2024

		IMPROVEMENT AREA #2 SERIES 2024 BONDS
SOURCES OF FUNDS		
PID Bonds ⁽¹⁾	\$	6,873,000
Other Sources		3,907,797
Total Sources of Funds	\$	10,780,797
USES OF FUNDS		
Project Funds		
Bond Proceeds	\$	5,250,000
Other Sources		3,907,797
Subtotal Total Project Funds⁽²⁾	\$	9,157,797
Capitalized Interest Fund ⁽³⁾	\$	351,812
Debt Service Reserve Fund ⁽⁴⁾		501,729
Underwriter's Discount		206,190
Costs of Issuance ⁽⁵⁾		483,269
Deposit to Admin Account ⁽⁶⁾		80,000
Subtotal Non-Construction Funds	\$	1,623,000
Total Uses of Funds	\$	10,780,797

Notes:

- (1) Maximum par amount of IA #2 Bonds is \$6,873,000.
- (2) \$9,157,797 Total Authorized Costs as reported in Preliminary Service and Assessment Plan.
- (3) Capitalized interest through September 1, 2025.
- (4) Equal to the maximum annual debt service payment on the bonds.
- (5) Budgeted, subject to change.
- (6) Initial deposit to cover administrative expenses through January 31, 2026.

Improvement Area #2 Bonds Preliminary Statistics

Nominal Bond Interest Rate ⁽¹⁾	5.85%
Bond Term	30 Years
Final Maturity	9/1/2054
Value to Lien at Bond Financing ⁽²⁾	2.19x
Number of Parcels Assessed	160
Average Assessment/Lien per Unit	\$42,956
Average Annual Installment as Tax Rate Equivalent	\$0.7608
Average Annual Installment per Parcel	\$3,592
Annual Installments begin in Calendar Year	2026
<i>PID Bond Net Proceeds per Lot</i>	\$32,813

Improvement Area #1 Series 2023 Bonds sold at a nominal interest rate of 5.44% in June 2023. Final Maturity of September 1, 2053.

158 units in Improvement Area #1 with an average assessment of \$44,576.

Improvement Area #1 PID Rate in 2023 was \$0.7559.

Notes:

-
- (1) Preliminary, subject to change at anytime.
 - (2) Appraisal for IA #2 bulk sales equals \$15,025,000.

Improvement Area #1 PID Bond Net Proceeds per Lot were \$36,392

Improvement Area #2 Bonds Preliminary Limited Offering Memorandum (the “PLOM”)

- The PLOM serves as the disclosure document for the offering of the Heritage Public Improvement District Improvement Area #2 Project Series 2024 Special Assessment Revenue Bonds
- Information, facts and circumstances a reasonable investor may want to evaluate before making an investment decision
- Document is preliminary until the pricing of the Bonds and approval of the bond ordinance
- Final Limited Offering Memorandum will include final bond pricing numbers, final characteristics of the Bonds, final Service and Assessment Plan, final Trust Indenture, final continuing disclosure undertakings (for both City and Developer)

Improvement Area #2 Bonds Preliminary Limited Offering Memorandum (the “PLOM”)

- PLOM includes information regarding (but not limited to):
 - ✓ The City (elected officials, staff and consultants)
 - ✓ Plan of Finance
 - ✓ The Bonds (including sources and uses of funds and debt service)
 - ✓ Overlapping Debt and Taxes, and Assessment Procedures
 - ✓ The District, the Development and Improvement Area #2 Project
 - ✓ The Developers
 - ✓ The Appraisal
 - ✓ Investment Considerations and Suitability
 - ✓ Legal and Tax Matters
 - ✓ Continuing Disclosure Matters
 - ✓ Preliminary Service and Assessment Plan and form of Trust Indenture
 - ✓ Forms of Continuing Disclosure Agreements (City and Developers)

Schedule of Events

Date	Event
August 20, 2024	Presentation of Plan of Finance to issue Series 2024 Improvement Area #2 Bonds Cost Determination Resolution, Preliminary Service and Assessment Plan, Call Public Hearing for Levy of Assessments Resolution approving form of the PLOM and distribution after final edits/sign off by City Administrator and City Attorney
September 17, 2024	Conduct Public Hearing on Levy of Assessments on Improvement Area #2 of the Heritage PID Consider Ordinance approving the Service and Assessment Plan and Levy of Assessments Consider Ordinance authorizing the issuance of the Series 2024 Improvement Area #2 Bonds
<i>Prior to Closing</i>	<i>Texas Attorney General approves bond issue</i>
October 16, 2024	Closing and Delivery of Funds to the Trustee

Questions and Discussion

Appendix A

Improvement Area #2

Preliminary Cash Flows and *Projected* Tax Statement

Preliminary Bond Cash Flows (Area #2)

Fiscal Year Ending	Improvement Area #2 Series 2024 PID Bonds					TOTAL LEVY	Total Levy as Tax Rate Equivalent
	Principal	Interest ⁽¹⁾	Less: Capitalized Interest	Additional Interest Levy ⁽²⁾	PID Administrative Levy ⁽³⁾		
30-Sep 2025	\$ -	\$ 351,812	\$ (351,812)	\$ -	\$ -	\$ -	\$ -
2026	97,000	402,071	-	34,365	40,800	574,236	0.7602
2027	103,000	396,396	-	33,880	41,616	574,892	0.7611
2028	108,000	390,371	-	33,365	42,448	574,184	0.7602
2029	115,000	384,053	-	32,825	43,297	575,175	0.7615
2030	121,000	377,325	-	32,250	44,163	574,738	0.7609
2031	128,000	370,247	-	31,645	45,046	574,938	0.7612
2032	135,000	362,759	-	31,005	45,947	574,711	0.7609
2033	143,000	354,861	-	30,330	46,866	575,057	0.7613
2034	151,000	346,496	-	29,615	47,804	574,914	0.7611
2035	159,000	337,662	-	28,860	48,760	574,282	0.7603
2036	168,000	328,361	-	28,065	49,735	574,160	0.7601
2037	178,000	318,533	-	27,225	50,730	574,487	0.7606
2038	188,000	308,120	-	26,335	51,744	574,199	0.7602
2039	199,000	297,122	-	25,395	52,779	574,296	0.7603
2040	211,000	285,480	-	24,400	53,835	574,715	0.7609
2041	223,000	273,137	-	23,345	54,911	574,393	0.7605
2042	236,000	260,091	-	22,230	56,010	574,331	0.7604
2043	250,000	246,285	-	21,050	57,130	574,465	0.7605
2044	265,000	231,660	-	19,800	58,272	574,732	0.7609
2045	281,000	216,158	-	18,475	59,438	575,070	0.7613
2046	297,000	199,719	-	17,070	60,627	574,416	0.7605
2047	315,000	182,345	-	15,585	61,839	574,769	0.7609
2048	334,000	163,917	-	14,010	63,076	575,003	0.7613
2049	354,000	144,378	-	12,340	64,337	575,055	0.7613
2050	375,000	123,669	-	10,570	65,624	574,863	0.7611
2051	397,000	101,732	-	8,695	66,937	574,363	0.7604
2052	421,000	78,507	-	6,710	68,275	574,492	0.7606
2053	447,000	53,879	-	4,605	69,641	575,124	0.7614
2054	474,000	27,729	-	2,370	71,034	575,133	0.7614
	\$ 6,873,000	\$ 7,914,867	\$ (351,812)	\$ 646,415	\$ 1,582,723	\$16,665,194	

Improvement Area #1 Series 2023 Bonds sold at a nominal interest rate of 5.44% in June 2023. Final Maturity of September 1, 2053 and average annual aggregate installments of \$561,494.

(1) Nominal interest rate of 5.85% for illustration purposes only; subject to change.

(2) Calculated at 0.5% of outstanding bonds beginning in 2026.

(3) Budgeted, subject to change after input from PID Administrator on an annual basis.

Preliminary Average PID Annual Installments Per Unit (Area #2)

Fiscal Year Ending 30-Sep	Improvement Area #2 Annual Installments Per Unit					PID Administrative Levy ⁽³⁾	TOTAL LEVY	Total Levy as Tax Rate Equivalent
	Less: Capitalized Interest		Additional Interest Levy ⁽²⁾		TOTAL			
	Principal	Interest ⁽¹⁾	Interest	Levy ⁽²⁾				
2024	\$ -	\$ 2,199	\$ (2,199)	\$ -	\$ -	\$ -	\$ -	
2025	606	2,513	-	215	255	3,589	0.7602	
2026	644	2,477	-	212	260	3,593	0.7611	
2027	675	2,440	-	209	265	3,589	0.7602	
2028	719	2,400	-	205	271	3,595	0.7615	
2029	756	2,358	-	202	276	3,592	0.7609	
2030	800	2,314	-	198	282	3,593	0.7612	
2031	844	2,267	-	194	287	3,592	0.7609	
2032	894	2,218	-	190	293	3,594	0.7613	
2033	944	2,166	-	185	299	3,593	0.7611	
2034	994	2,110	-	180	305	3,589	0.7603	
2035	1,050	2,052	-	175	311	3,589	0.7601	
2036	1,113	1,991	-	170	317	3,591	0.7606	
2037	1,175	1,926	-	165	323	3,589	0.7602	
2038	1,244	1,857	-	159	330	3,589	0.7603	
2039	1,319	1,784	-	153	336	3,592	0.7609	
2040	1,394	1,707	-	146	343	3,590	0.7605	
2041	1,475	1,626	-	139	350	3,590	0.7604	
2042	1,563	1,539	-	132	357	3,590	0.7605	
2043	1,656	1,448	-	124	364	3,592	0.7609	
2044	1,756	1,351	-	115	371	3,594	0.7613	
2045	1,856	1,248	-	107	379	3,590	0.7605	
2046	1,969	1,140	-	97	386	3,592	0.7609	
2047	2,088	1,024	-	88	394	3,594	0.7613	
2048	2,213	902	-	77	402	3,594	0.7613	
2049	2,344	773	-	66	410	3,593	0.7611	
2050	2,481	636	-	54	418	3,590	0.7604	
2051	2,631	491	-	42	427	3,591	0.7606	
2052	2,794	337	-	29	435	3,595	0.7614	
2053	2,963	173	-	15	444	3,595	0.7614	
	\$ 42,956	\$ 49,468	\$ (2,199)	\$ 4,040	\$ 9,892	\$ 104,157		

PID Rate in Improvement Area #1 is currently an average of \$0.6949 based on final average installments per unit of \$3,554 and an average actual home value of \$511,391.

(1) Nominal interest rate of 5.85% for illustration purposes only; subject to change.
 (2) Calculated at 0.5% of outstanding bonds beginning in 2026.
 (3) Budgeted, subject to change after input from PID Administrator on an annual basis.

Projected Tax Statement within Improvement Area #2

Projected Tax Statement within Improvement Area #2

	2023 Tax Rate	Tax Levy on \$420,000 SF 35' Home	Tax Levy on \$432,858 SF 40' Home	Tax Levy on \$497,893 SF 45' Home	Tax Levy on \$561,220 SF 50' Home
City of Dripping Springs	\$ 0.1718	\$ 721.56	\$ 743.65	\$ 855.38	\$ 964.18
Hays County (incl. Special Roads Tax)	0.3075	1,291.50	1,331.04	1,531.02	1,725.75
North Hays County Emergency Services District No. 1	0.0301	126.42	130.29	149.87	168.93
Hays County Emergency Services District No. 6	0.0649	272.66	281.01	323.23	364.34
Dripping Springs Independent School District	1.1075	4,651.50	4,793.90	5,514.16	6,215.51
Total Tax Rate/Levy	\$ 1.6818	\$ 7,063.64	\$ 7,279.89	\$ 8,373.66	\$ 9,438.71
PID Avg. Annual Installment as a Tax Rate Equivalent/Levy ⁽¹⁾	\$ 0.7608	\$ 3,195.39	\$ 3,293.22	\$ 3,788.01	\$ 4,269.81
Total Overlapping Tax Rate Equivalent/Levy	\$ 2.4426	\$ 10,259.04	\$ 10,573.11	\$ 12,161.68	\$ 13,708.52

(1) Inclusive of principal and interest on the bonds, additional interest for the benefit of the bonds, and estimated annual PID administrative expenses.

PID Rate in Improvement Area #1 is currently an average of \$0.6949 based on final average installments per unit of \$3,554 and an average actual home value of \$511,391.

AGENDA ITEM COVER SHEET

SUBJECT:

Consideration and possible action with respect to a Resolution of the City Council of the City of Dripping Springs, Texas, Approving the Form and Authorizing the Distribution of a Preliminary Limited Offering Memorandum for "City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2024 (Heritage Public Improvement District Improvement Area #2 Project)"

ITEM SUMMARY/SPECIAL CONSIDERATIONS:

On November 14, 2017, the Council adopted Resolution No. 2017-74 authorizing the creation of the Heritage Public Improvement District (the "PID") after a public hearing in accordance with Chapter 372, Texas Local Government Code, as amended (the "PID Act"). The PID is expected to be developed in phases. The area designated as "Improvement Area #2" within the District ("Improvement Area #2") is the next phase of development in the PID. The PID consists of approximately 188.943 acres and Improvement Area #2 includes approximately 75.57 acres. Improvement Area #2 is expected to include approximately 160 lots and the future improvement areas are expected to include approximately 277 lots and approximately 105 multifamily units. The City is authorized by the PID Act to issue revenue bonds payable from the Assessments levied within Improvement Area #2 (the "Improvement Area #2 Assessments") for the purpose of paying a portion of the actual costs of the authorized improvements constructed for the benefit of property within Improvement Area #2 of the PID.

This resolution authorizes the Council's approval of the form and content of the Preliminary Limited Offering Memorandum (the "PLOM") related to the City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2024 (Heritage Public Improvement District Improvement Area #2 Project) (the "PID Bonds"). The resolution authorizes the PLOM to be used and distributed by FMSbonds, Inc. (the "Underwriter") to investors in connection with the marketing and sale of the PID Bonds. The PLOM includes descriptions of the City, the PID, M/I Homes of Austin, LLC (the "Managing Developer"), the PID Administrator, and the terms of the PID Bonds and an Indenture of Trust to be entered into between the City and the Trustee (Wilmington Trust, National Association). Included in the Council's backup materials is a substantially complete copy of the PLOM.

The PID Bonds are special, limited obligations of the City that are payable only from the Improvement Area #2 Assessments and related funds as described in the PLOM, and the City has no obligation to pay the PID Bonds out of any other sources. As described in the PLOM, the PID Bonds do not carry a credit rating. Accordingly, the PLOM limits the initial offering of the PID Bonds only to "Accredited Investors" and "Qualified Institutional Buyers" under federal securities law, and the PID Bonds must be sold in minimum denominations of \$100,000 of principal amount and any integral multiple of \$1,000 in excess thereof.

The PID Bonds will be utilized to reimburse the Managing Developer for eligible improvements within Improvement Area #2 of the PID. Repayment of the PID Bonds is contingent on owners of land within Improvement Area #2 of the PID making the annual installment payments to generate assessment revenue. The City has no legal or moral obligation to repay the PID Bonds from any other source other than the pledged revenues, as set forth in the Indenture of Trust.

COMMENTS

The bond ordinance and related sale, along with the assessment ordinance, are currently planned for the September 17, 2024 Council agenda, after actual interest rates are determined. The PID Bonds are currently anticipated to close on October 16, 2024.

ATTACHMENTS:

Resolution Approving Preliminary Limited Offering Memorandum

RESOLUTION NO. 2024-R-___**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM FOR "CITY OF DRIPPING SPRINGS, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024 (HERITAGE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 PROJECT)"**

WHEREAS, this City Council (the "Council") of the City of Dripping Springs, Texas (the "City") has adopted a resolution authorizing the creation of the Heritage Public Improvement District (the "District"); and

WHEREAS, this Council intends to issue "City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2024 (Heritage Public Improvement District Improvement Area #2 Project) (the "Bonds")", to fund public improvements within the District; and

WHEREAS, there has been presented to this Council a Preliminary Limited Offering Memorandum relating to the Bonds (the "Preliminary Limited Offering Memorandum"); and

WHEREAS, this Council finds and determines that it is necessary and in the best interests of the City to approve the form and content of the Preliminary Limited Offering Memorandum and authorize the use of the Preliminary Limited Offering Memorandum in the offering and sale of the Bonds by the Underwriter for the Bonds, FMSbonds, Inc.; and

WHEREAS, the Council finds that the passage of this Resolution is in the best interest of the citizens of the City.

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

SECTION 1: That all matters stated in the Recitals hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2: That this Council hereby approves the form and content of the Preliminary Limited Offering Memorandum and deems the Preliminary Limited Offering Memorandum final, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, with such changes, addenda, supplements or amendments as may be approved by the City Administrator, Deputy City Administrator or the City Attorney. The City hereby authorizes the Preliminary Limited Offering Memorandum to be used by the Underwriter in connection with the marketing and sale of the Bonds.

SECTION 3: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

SECTION 4: That this Resolution shall become effective from and after its date of passage.

[The Remainder of this Page Intentionally Left Blank]

PASSED AND APPROVED on this 20th day of August, 2024.

THE CITY OF DRIPPING SPRINGS, TEXAS

By: _____
Bill Foulds, Jr., Mayor

ATTEST:

By: _____
Diana Boone, City Secretary

NEW ISSUE

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED [____], 2024

Item 11.

THE BONDS ARE INITIALLY OFFERED ONLY TO “ACCREDITED INVESTORS” (AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933) AND “QUALIFIED INSTITUTIONAL BUYERS” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT OF 1933). SEE “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS.”

In the opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel, interest on the Bonds will be excludable from gross income for federal income tax purposes under existing statutes, regulations, published rulings and court decisions existing on the date of such opinion, subject to the matters described under “TAX MATTERS” herein, including the alternative minimum tax on certain corporations.

\$6,873,000*

CITY OF DRIPPING SPRINGS, TEXAS

(a municipal corporation of the State of Texas located in Hays County)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024

(HERITAGE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 PROJECT)

Dated Date: Closing Date (as defined below)

Due: September 1, as shown on the inside cover

Interest to Accrue from Closing Date

The City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2024 (Heritage Public Improvement District Improvement Area #2 Project) (the “Bonds”) are being issued by the City of Dripping Springs, Texas (the “City”). The Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$~~100,000~~25,000 of principal amount and any integral multiple of \$1,000 in excess thereof. The Bonds will bear interest at the rates set forth on the inside cover hereof, calculated on the basis of a 360-day year of twelve 30-day months, payable on each March 1 and September 1, commencing ~~[____]~~March 1, 2025 until maturity or earlier redemption. The Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), New York, New York. No physical delivery of the Bonds will be made to the beneficial owners thereof. For so long as the book-entry-only system is maintained, the principal of and interest on the Bonds will be paid from the sources described herein by Wilmington Trust, National Association, as trustee (the “Trustee”), to DTC as the registered owner thereof. See “BOOK-ENTRY-ONLY SYSTEM.”

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “PID Act”), an ordinance expected to be adopted by the City Council of the City (the “City Council”) on [____], 2024, and an Indenture of Trust, dated as of [____], 2024 (the “Indenture”), entered into by and between the City and the Trustee. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

Proceeds of the Bonds will be used to provide funds for (i) paying a portion of the Actual Costs of the Improvement Area #2 Projects, (ii) paying the Administrative Reserves related to the Bonds ~~and~~, (iii) paying Bond Issuance Costs for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds, ~~and~~ (iv) the interest on the Bonds during and after the period of construction. See “THE IMPROVEMENT AREA #2 AUTHORIZED IMPROVEMENTS” and “APPENDIX B — Form of Indenture.”

The Bonds, when issued and delivered, will constitute valid and binding special, limited obligations of the City payable solely from and secured by the Trust Estate, consisting primarily of the Improvement Area #2 Assessments levied against assessable properties in Improvement Area #2 of the District in accordance with a Service and Assessment Plan and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein and in the Indenture. The Bonds are not payable from funds raised or to be raised from taxation. See “SECURITY FOR THE BONDS SIMILARLY SECURED.” The Bonds are subject to redemption at the times, in the amounts, and at the redemption price more fully described herein under the subcaption “DESCRIPTION OF THE BONDS — Redemption Provisions.” “Bonds Similarly Secured” means, collectively, any Outstanding Bonds and bonds issued to refund any Outstanding Bonds.

The Bonds involve a significant degree of risk and are not suitable for all investors. See “BONDHOLDERS’ RISKS” and “SUITABILITY FOR INVESTMENT.” The Underwriter is limiting this offering to Qualified Institutional Buyers and Accredited Investors. The limitation of the initial offering to Qualified Institutional Buyers and Accredited Investors does not denote restrictions on transfers in any secondary market for the Bonds. Prospective purchasers should carefully evaluate the risks and merits of an investment in the Bonds, should consult with their legal and financial advisors before considering a purchase of the Bonds, and should be willing to bear the risks of loss of their investment in the Bonds. The Bonds are not credit enhanced or rated and no application has been made for a rating on the Bonds.

THE BONDS SIMILARLY SECURED, INCLUDING THE BONDS, ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS SIMILARLY SECURED DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE HOLDERS OF THE BONDS SIMILARLY SECURED SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO HOLDER OF THE BONDS SIMILARLY SECURED SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY’S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS SIMILARLY SECURED OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS SIMILARLY SECURED OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE. SEE “SECURITY FOR THE BONDS SIMILARLY SECURED.”

This cover page contains certain information for quick reference only. It is not a summary of the Bonds. Investors must read this entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

The Bonds are offered for delivery when, as, and if issued by the City and accepted by the Underwriter (identified below), subject to, among other things, the approval of the Bonds by the Attorney General of Texas and the receipt of the opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel, as to the validity of the Bonds and the excludability of interest thereon from gross income for federal income tax purposes. See “APPENDIX D — Form of Opinion of Bond Counsel.” Certain legal matters will be passed upon for the City by the City Attorney, for the Underwriter by its counsel, Orrick, Herrington & Sutcliffe LLP, for the Managing Developer by its counsel, Metcalfe Wolff Stuart & Williams LLP, and for Tri Pointe by its Counsel, McLean & Howard, LLP. It is expected that the Bonds will be delivered in book-entry form through the facilities of DTC on or about October 16, 2024 (the “Closing Date”).

FMSbonds, Inc.

* Preliminary; subject to change.

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion and amendment without notice. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws hereunder.

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES, YIELDS,
AND CUSIP NUMBERS

CUSIP Prefix: (a)

\$6,873,000 *

CITY OF DRIPPING SPRINGS, TEXAS

(a municipal corporation of the State of Texas located in Hays County)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024

(HERITAGE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 PROJECT)

\$[] % Term Bonds, Due September 1, 20__, Priced to Yield %; CUSIP No. (a)(b)(c)

\$[] % Term Bonds, Due September 1, 20__, Priced to Yield %; CUSIP No. (a)(b)(c)

- (a) CUSIP numbers are included solely for the convenience of owners of the Bonds. CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by FactSet Research Systems Inc. on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. CUSIP numbers are provided for convenience of reference only. None of the City, the City’s Financial Advisor or the Underwriter takes any responsibility for the accuracy of such numbers.
- (b) The Bonds are subject to redemption, in whole or in part, prior to their scheduled maturity, at the option of the City, on any date on or after September 1, 20__, at the redemption price set forth herein under “DESCRIPTION OF THE BONDS — Redemption Provisions.”
- (c) The Bonds are also subject to mandatory sinking fund redemption and extraordinary optional redemption as set forth herein under “DESCRIPTION OF THE BONDS — Redemption Provisions.”

* Preliminary; subject to change.

CITY OF DRIPPING SPRINGS, TEXAS

CITY COUNCIL

Name	Years Served	Term Expires (May)
Bill Foulds, Jr., Mayor	3 ⁽¹⁾	2026
Taline Manassian, Mayor Pro-Tem	5	2025
Wade King	10	2026
Geoffrey Tahuahua	2	2025
Travis Crow	3	2026
Sherrie Parks	2	2025

⁽¹⁾ Bill Foulds, Jr. previously served as a Councilmember of the City for 19 years.

CITY ADMINISTRATOR

Michelle Fischer

CITY SECRETARY

Diana Boone

CITY ATTORNEY

Laura Mueller

OUTSIDE CITY COUNSEL

Bojorquez Law Firm, PC

PID ADMINISTRATOR

P3Works, LLC

FINANCIAL ADVISOR TO THE CITY

Hilltop Securities Inc.

BOND COUNSEL

McCall, Parkhurst & Horton L.L.P.

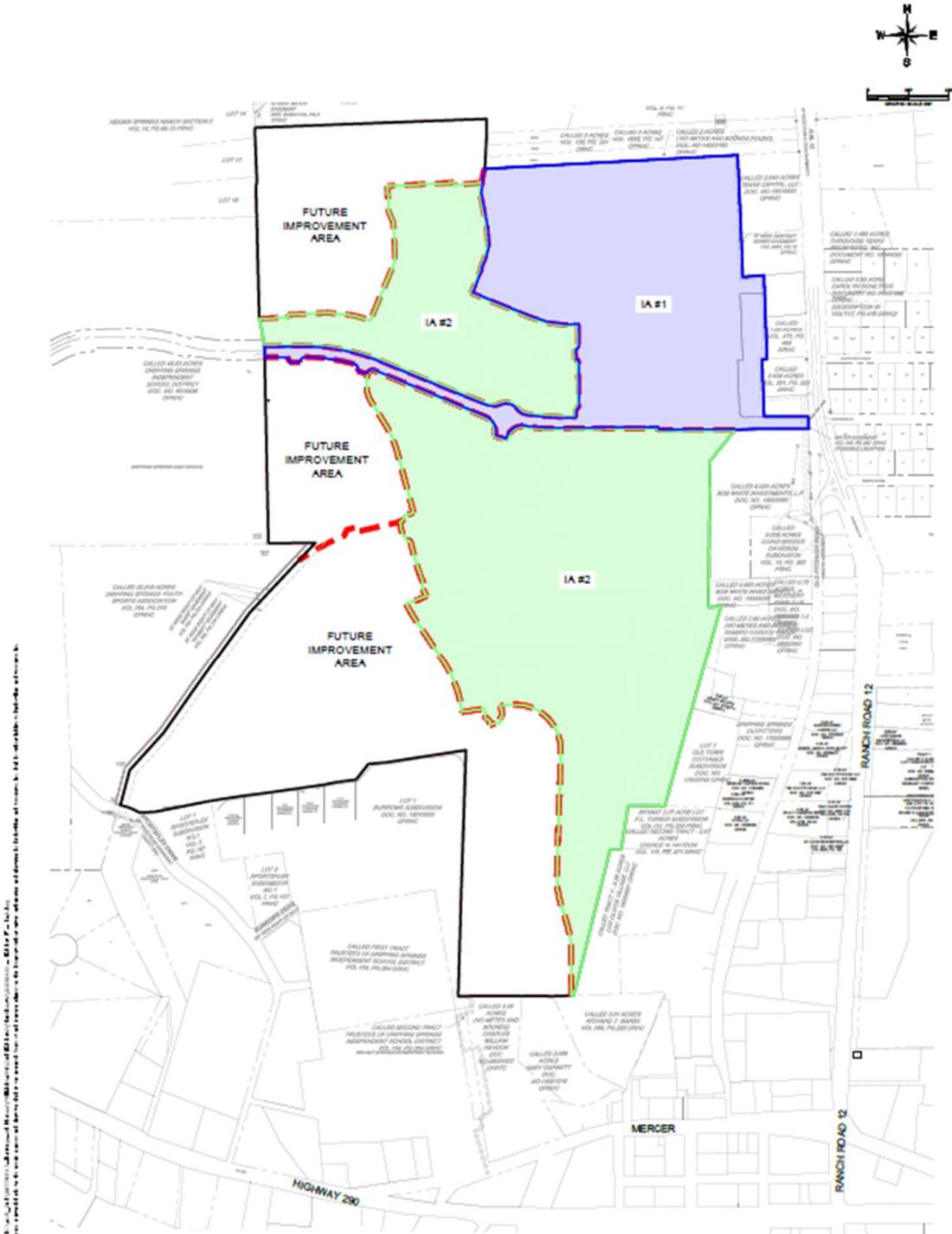
For additional information regarding the City, please contact:

Michelle Fischer
City Administrator
City of Dripping Springs
511 Mercer Street
Dripping Springs, Texas 78620
(512) 858-4725

Andre Ayala
Managing Director
Hilltop Securities Inc.
717 N. Harwood Street, Suite 3400
Dallas, Texas 75201
(214) 953-4000

Jorge Delgado
Vice President
Hilltop Securities Inc.
717 N. Harwood Street, Suite 3400
Dallas, Texas 75201
(214) 953-4000

MAP SHOWING BOUNDARIES OF IMPROVEMENT AREA #1, IMPROVEMENT AREA #2, AND THE FUTURE IMPROVEMENT AREAS



All information on this map is derived from the 2011 Census of Population and Housing, Census of the United States and Puerto Rico, and the 2011 Census of Population and Housing, Census of the United States and Puerto Rico, and the 2011 Census of Population and Housing, Census of the United States and Puerto Rico. The information on this map is derived from the 2011 Census of Population and Housing, Census of the United States and Puerto Rico, and the 2011 Census of Population and Housing, Census of the United States and Puerto Rico. The information on this map is derived from the 2011 Census of Population and Housing, Census of the United States and Puerto Rico, and the 2011 Census of Population and Housing, Census of the United States and Puerto Rico.

EXHIBIT B-3
Improvement Area
Boundary Map

IMPROVEMENT AREA IMPROVEMENTS

- PROPERTY BOUNDARY
- - - PHASE LINE

MAP SHOWING CONCEPT PLAN FOR THE DISTRICT

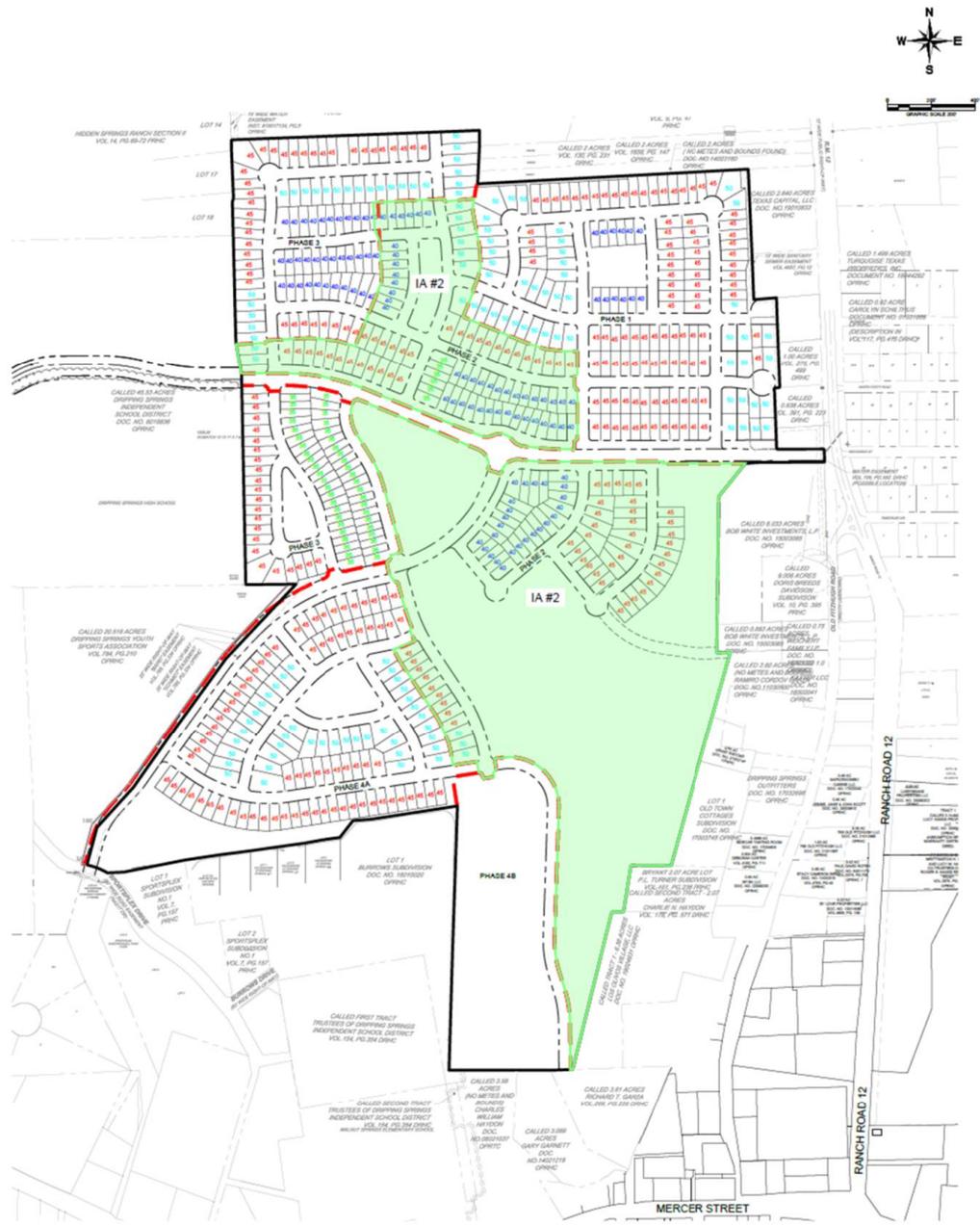


EXHIBIT E

HERITAGE PDD Compliant Overall Residential Lot Size Exhibit

Dripping Spring, Texas
March 2024

HERITAGE PDD COMPLIANT RESIDENTIAL LOT MIX							
Medium Density Detached							
Product	Phase 1	Phase 2	Phase 3	Phase 4A	Phase 4B	Lots	Percent
40's	12	14	34			60	12%
45's	100	74	59	75		308	63%
50's	46	12	25	39		122	25%
Subtotal MDD	158	100	118	114	0	490	70%
High Density Detached							
Product						Lots	Percent
35's		6	45			51	49%
40's			54			54	51%
Subtotal HDD	0	60	45	0	0	105	15%
High Density Attached							
Product						Lots	Percent
MF					105	105	15%
Total Lots	158	160	163	114	105	700	



FOR PURPOSES OF COMPLIANCE WITH RULE 15C2-12 OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION AS AMENDED AND IN EFFECT ON THE DATE OF THIS PRELIMINARY LIMITED OFFERING MEMORANDUM (“RULE 15C2-12”), THIS DOCUMENT CONSTITUTES AN “OFFICIAL STATEMENT” OF THE CITY WITH RESPECT TO THE BONDS THAT HAS BEEN “DEEMED FINAL” BY THE CITY AS OF ITS DATE EXCEPT FOR THE OMISSION OF NO MORE THAN THE INFORMATION PERMITTED BY RULE 15C2-12.

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE CITY OR THE UNDERWRITER TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY EITHER OF THE FOREGOING. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY AND THERE SHALL BE NO OFFER, SOLICITATION OR SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INITIAL PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED AND SOLD ONLY TO “ACCREDITED INVESTORS” AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT OF 1933”) AND “QUALIFIED INSTITUTIONAL BUYERS” AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933. SEE “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS” HEREIN. EACH PROSPECTIVE INITIAL PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS, MUST BE ABLE TO BEAR THE ECONOMIC AND FINANCIAL RISK OF SUCH INVESTMENT IN THE BONDS, AND MUST BE ABLE TO AFFORD A COMPLETE LOSS OF SUCH INVESTMENT. CERTAIN RISKS ASSOCIATED WITH THE PURCHASE OF THE BONDS ARE SET FORTH UNDER “BONDHOLDERS’ RISKS” HEREIN. EACH INITIAL PURCHASER, BY ACCEPTING THE BONDS, AGREES THAT IT WILL BE DEEMED TO HAVE MADE THE ACKNOWLEDGMENTS AND REPRESENTATIONS DESCRIBED UNDER THE HEADING “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS.”

THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE UNITED STATES FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION. THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE CITY AND OBTAINED FROM SOURCES, INCLUDING THE DEVELOPERS, WHICH ARE BELIEVED BY THE CITY AND THE UNDERWRITER TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF THE UNDERWRITER. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY OR THE DEVELOPER SINCE THE DATE HEREOF.

NEITHER THE CITY NOR THE UNDERWRITER MAKE ANY REPRESENTATION AS TO THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE INFORMATION SUPPLIED BY THE DEPOSITORY TRUST COMPANY FOR USE IN THIS LIMITED OFFERING MEMORANDUM.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH LAWS. THE REGISTRATION OR QUALIFICATION OF THE BONDS UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THEY MAY HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NONE OF SUCH JURISDICTIONS, OR ANY OF THEIR AGENCIES, HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS LIMITED OFFERING MEMORANDUM.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS LIMITED OFFERING MEMORANDUM CONSTITUTE “FORWARD-LOOKING STATEMENTS” WITHIN THE

MEANING OF THE UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, SECTION 21E OF THE UNITED STATES EXCHANGE ACT OF 1934, AS AMENDED, AND SECTION 27A OF THE SECURITIES ACT OF 1933. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS “PLAN,” “EXPECT,” “ESTIMATE,” “PROJECT,” “ANTICIPATE,” “BUDGET” OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER “CONTINUING DISCLOSURE” HEREIN.

THE TRUSTEE HAS NOT PARTICIPATED IN THE PREPARATION OF THIS LIMITED OFFERING MEMORANDUM AND ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS LIMITED OFFERING MEMORANDUM OR THE RELATED TRANSACTIONS AND DOCUMENTS OR FOR ANY FAILURE BY ANY PARTY TO DISCLOSE EVENTS THAT MAY HAVE OCCURRED AND MAY AFFECT THE SIGNIFICANCE OR ACCURACY OF SUCH INFORMATION.

NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THE BONDS OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

REFERENCES TO WEBSITE ADDRESSES PRESENTED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER’S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEBSITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS LIMITED OFFERING MEMORANDUM FOR PURPOSES OF, AND AS THAT TERM IS DEFINED IN, RULE 15C2-12.

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PRELIMINARY LIMITED OFFERING MEMORANDUM

\$6,873,000

CITY OF DRIPPING SPRINGS, TEXAS

(a municipal corporation of the State of Texas located in Hays County)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024

(HERITAGE PUBLIC IMPROVEMENT DISTRICT

IMPROVEMENT AREA #2 PROJECT)

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page, inside cover, and appendices hereto, is to provide certain information in connection with the issuance and sale by the City of Dripping Springs, Texas (the “City”), of its \$6,873,000 aggregate principal amount of Special Assessment Revenue Bonds, Series 2024 (Heritage Public Improvement District Improvement Area #2 Project) (the “Bonds”).

INITIAL PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED INITIALLY TO AND ARE BEING SOLD ONLY TO “ACCREDITED INVESTORS” AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT OF 1933”) AND “QUALIFIED INSTITUTIONAL BUYERS” AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933. SEE “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS.” THE LIMITATION OF THE INITIAL OFFERING TO QUALIFIED INSTITUTIONAL BUYERS AND ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFERS IN ANY SECONDARY MARKET FOR THE BONDS. PROSPECTIVE INVESTORS SHOULD BE AWARE OF CERTAIN RISK FACTORS, ANY OF WHICH, IF MATERIALIZED TO A SUFFICIENT DEGREE, COULD DELAY OR PREVENT PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND/OR INTEREST ON THE BONDS. THE BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. SEE “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS,” “BONDHOLDERS’ RISKS,” AND “SUITABILITY FOR INVESTMENT.”

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “PID Act”), the ordinance authorizing the issuance of the Bonds expected to be adopted by the City Council of the City (the “City Council”) on [____], 2024 (the “Bond Ordinance”), and an Indenture of Trust, dated as of [____], 2024 (the “Indenture”), entered into by and between the City and Wilmington Trust, National Association, as trustee (the “Trustee”). The Bonds will be secured by a pledge of and lien upon the Trust Estate (as defined in the Indenture) consisting primarily of revenue from special assessments to be levied against assessed parcels located within Improvement Area #2 (as defined herein) of the Heritage Public Improvement District (the “Improvement Area #2 Assessments”), pursuant to a separate ordinance expected to be adopted by the City Council on [____], 2024 (the “Assessment Ordinance”), all to the extent and upon the conditions described in the Indenture. See “SECURITY FOR THE BONDS” and “ASSESSMENT PROCEDURES.” The Heritage Public Improvement District is referred to herein as the “District”.

Reference is made to the Indenture for a full statement of the authority for, and the terms and provisions of, the Bonds. All capitalized terms used in this Limited Offering Memorandum, except as otherwise noted in “ASSESSMENT PROCEDURES,” that are not otherwise defined herein shall have the meanings set forth in the Indenture. See “APPENDIX B — Form of Indenture.”

Set forth herein are brief descriptions of the City, the District, the Assessment Ordinance, the Bond Ordinance, the Service and Assessment Plan (as defined herein), the Development Agreement (as defined herein), the Financing Agreement (as defined herein), the PID Agreements (as defined herein), the Developers (as defined herein) and the PID Administrator (as defined herein), together with summaries of terms of the Bonds and the Indenture and certain provisions of the PID Act. All references herein to such documents and the PID Act are qualified in their entirety by reference to such documents or such PID Act and all references to the Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the

Indenture. Copies of these documents may be obtained during the period of the offering of the Bonds from the Underwriter, FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Phone: (214) 302-2246. The form of Indenture appears in “APPENDIX B — Form of Indenture” and the form of Service and Assessment Plan appears as “APPENDIX C — Form of Service and Assessment Plan.” The information provided under this caption “INTRODUCTION” is intended to provide a brief overview of the information provided in the other captions herein and is not intended, and should not be considered, fully representative or complete as to the subjects discussed hereunder.

PLAN OF FINANCE

Development Plan

Overview. The District consists of approximately 188.943 acres of land within the City and is being developed as a mixed-use development known as “Heritage” (the “Development”). The District is expected to be developed in phases, each designated as an “Improvement Area.” Such development began with the construction of certain public improvements benefiting the entire District (the “Major Improvements”) and certain public improvements (the “Improvement Area #1 Improvements”) benefiting only the first Improvement Area (“Improvement Area #1”). Construction of the Improvement Area #1 Improvements and a portion of the Major Improvements, including the Improvement Area #1 Major Improvements, were completed and accepted by the City in January of 2023. Development in the District continued with the construction of additional Major Improvements allocable to Improvement Area #2 (the “Improvement Area #2 Major Improvements”), as well as certain public improvements (the “Improvement Area #2 Improvements”) benefiting only the second Improvement Area (“Improvement Area #2”). Construction of the Improvement Area #2 Improvements and the Improvement Area #2 Major Improvements (collectively, the “Improvement Area #2 Projects”) are substantially complete, and all of the Improvement Area #2 Projects were accepted by the City in July of 2024, with the exception of the pocket park in Improvement Area #2 and the landscaping improvements associated therewith. The Improvement Area #2 Improvements and the Improvement Area #2 Major Improvement are collectively referred to as the “Improvement Area #2 Projects.”

The Developers (as defined herein) anticipate that such development will follow with the construction of additional Major Improvements, as well as certain internal public improvements only benefiting future Improvement Areas (the “Future Improvement Areas”) within the District (the “Future Improvement Area Improvements”) based on market demand. The Managing Developer expects to complete construction of the remaining Major Improvements by the second quarter of 2026.

The Future Improvement Area Improvements, the Major Improvements, the Improvement Area #1 Improvements, and the Improvement Area #2 Improvements are collectively hereinafter referred to as the “Authorized Improvements.” Improvement Area #1 consists of approximately 37.073 acres, Improvement Area #2 consists of approximately 75.57 acres and the Future Improvement Areas consist of approximately 76.30 acres. See “MAP SHOWING BOUNDARIES OF IMPROVEMENT AREA #1, IMPROVEMENT AREA #2, AND THE FUTURE IMPROVEMENT AREAS,” and “MAP SHOWING CONCEPT PLAN FOR THE DISTRICT” on pages v-vi, and “THE DEVELOPMENT.”

The Development is expected to include approximately 595 single-family residential lots and approximately 105 multifamily units. Improvement Area #2 is expected to include approximately 160 lots, consisting of 6 35’ lots, 68 40’ lots, 74 45’ lots and 12 50’ lots. The Future Improvement Areas are expected to include approximately 277 lots, consisting of 45 35’ lots, 34 40’ lots, 134 45’ lots and 64 50’ lots, and approximately 105 multifamily units. See “THE DEVELOPMENT.”

Ownership and Development of the District. M/I Homes of Austin, LLC, an Ohio limited liability company (the “Managing Developer”) and Tri Pointe Homes Texas, Inc., a Texas corporation (“Tri Pointe” and, together with the Managing Developer, the “Developers”) purchased approximately 187.267 acres of land within the District (the “Property”) from SLF IV – Dripping Springs JV, L.P., a Texas limited partnership (the “Original Owner”) on May 4, 2021. BobWhite Investments, L.P., a Texas limited partnership (“BobWhite”) owned the remaining approximately 1.676 acres within the District; however, in June of 2024, BobWhite conveyed four of the BobWhite

lots to the Managing Developer and four of the BobWhite lots to Tri Pointe, totaling the remaining 1.676 acres of the District, in various fee simple transactions. No financing was sought or obtained by the Developers in connection with the purchase of the Property. There are currently no liens on the Property within the District, including Improvement Area #2, that were incurred by the Developers.

In connection with the Developers purchase of the Property, they entered into a Joint Ownership and Development Agreement on July 27, 2020 (the “JODA”), pursuant to which the Developers agreed: (1) to close the Property in undivided fee simple ownership, with each putting up funds proportional to their respective 50% interest; (2) to jointly fund the development based on their respective interests; and (3) upon completion of the lots in each development phase, to execute and exchange deeds and perform true-ups such that each Developer will pay the same amount proportionally based on their actual share of the lots that they received.

The JODA contemplates that each Developer will pay 50% of the costs to develop the District and receive the same proportion of lots, based on nominal “front feet.” The JODA also provides, among other things: (1) for the appointment of M/I Homes of Austin, LLC as the Managing Developer (also defined as the “Coordinator” in the JODA), empowered to act on behalf of Tri Pointe (subject to certain major decisions) to cause the development to be constructed; (2) a build-out schedule, business plan, construction plans, development schedule and development budget; (3) restrictions on the right of either Developer to dispose of their ownership interests/lots in the property, including granting the other Developer the right of first refusal with respect to the ownership interest/lots and the inclusion of a list of preapproved substitute landowners and homebuilders; (4) for the allocation of lots amongst the Developers in proportion to their ownership interests; and (5) events of default.

In addition to the Authorized Improvements, the Managing Developer will construct (i) water improvements (the “Water Improvements”) necessary to serve the District, as further described under “THE DEVELOPMENT — Water Improvements” and (ii) certain Amenities (as defined herein) described under “THE DEVELOPMENT — Amenities.” The Managing Developer constructed the Water Improvements necessary to serve Improvement Area #1, which were accepted by the Dripping Springs Water Supply Corporation (the “DSWSC”) in January of 2023. The Managing Developer has also completed construction of the Water Improvements necessary to serve Improvement Area #2, and they were accepted by DSWSC in June of 2024.

Financing Plan. The total costs of all of the Improvement Area #2 Authorized Improvements (as defined herein) are expected to be approximately \$~~10,797,781~~10,780,797^{*}, a portion of which in the approximate amount of \$6,873,000, are expected to be financed with proceeds of the Bonds. The balance of the costs of the Improvement Area #2 Authorized Improvements, in the total approximate amount of \$~~3,924,781~~3,907,797^{*}, have been financed by the Developers and will not be reimbursed by the City. The City and the Managing Developer entered into the Amended and Restated Heritage Public Improvement District Financing and Reimbursement Agreement, dated as of December 20, 2022 (the “Financing Agreement”), as joined by Tri Pointe and BobWhite, as consenting parties, which provides, in part, for the deposit of the Improvement Area #2 Assessments and the proceeds from the issuance and sale of the Bonds, and the payment of the Actual Costs of the Improvement Area #2 Projects to the Managing Developer. Under the JODA, the Managing Developer agreed to reimburse Tri Pointe for its percentage interest in any and all rights under the Financing Agreement, including the right to reimbursement from Assessments or Bond proceeds. See “THE IMPROVEMENT AREA #2 AUTHORIZED IMPROVEMENTS” and “APPENDIX G — Financing Agreement.”

The total costs of the Water Improvements necessary to serve Improvement Area #2 and the Amenity Center are expected to be approximately \$984,508 and \$2,000,000, respectively, all of which has been or will be financed by the Developers without reimbursement by the City.

Status of Home Construction within Improvement Area #1. Improvement Area #1 contains 158 completed lots. The Developers expect to each build 50% of the homes within Improvement Area #1. As of June 30, 2024, in

^{*} Preliminary; subject to change.

Improvement Area #1, (i) the Managing Developer has closed and delivered to homeowners 65 homes and has 7 homes under contract with homeowners and (ii) Tri Pointe has closed and delivered to homeowners 41 homes and has 19 homes under contract with homeowners. See “THE DEVELOPMENT.”

Status of Home Construction within Improvement Area #2. Improvement Area #2 is expected to contain 160 completed lots. The Developers expect to each build 50% of the homes within Improvement Area #2. As of June 30, 2024, in Improvement Area #2, (i) the Managing Developer has yet to begin construction on homes, but has 8 homes under contract with homeowners and (ii) Tri Pointe has yet to begin construction on homes and has yet to have any homes under contract with end-users. See “THE DEVELOPMENT.”

The Bonds

Proceeds of the Bonds will be used to provide funds for (i) paying a portion of the Actual Costs of the Improvement Area #2 Projects, (ii) paying the Administrative Reserves (~~as defined herein~~) related to the Bonds and, (iii) paying Bond Issuance Costs (~~as defined herein~~) for the Bonds, including funding a reserve fund for the payment of principal and interest on the Bonds, and (iv) the interest on the Bonds during and after the period of construction (collectively, and as more fully described under “THE IMPROVEMENT AREA #2 AUTHORIZED IMPROVEMENTS – Improvement Area #2 Authorized Improvements”). See “APPENDIX B — Form of Indenture.”

Payment of the Bonds is secured by a pledge of and a lien upon the Trust Estate, consisting primarily of Improvement Area #2 Assessments levied against assessed parcels in Improvement Area #2 of the District, all to the extent and upon the conditions described herein and in the Indenture. See “SECURITY FOR THE BONDS SIMILARLY SECURED” and “ASSESSMENT PROCEDURES.”

The Bonds shall never constitute an indebtedness or general obligation of the City, the State of Texas (the “State”) or any other political subdivision of the State, within the meaning of any constitutional provision or statutory limitation whatsoever, but the Bonds are limited and special obligations of the City payable solely from the Trust Estate as provided in the Indenture. Neither the full faith and credit nor the taxing power of the City, the State or any other political subdivision of the State is pledged to the payment of the Bonds.

Additional Indebtedness

Improvement Area #1 Bonds. To finance the costs of the Improvement Area #1 Improvements, the City previously issued its \$7,043,000 “City of Dripping Springs, Texas, Special Assessment Revenue Bonds, Series 2023 (Heritage Public Improvement District Improvement Area #1 Project)” (the “Improvement Area #1 Bonds”). The Improvement Area #1 Bonds are secured by assessments on assessable property in Improvement Area #1 of the District (the “Improvement Area #1 Assessments”). **The Improvement Area #1 Assessments are not security for the Bonds.**

Future Improvement Area Bonds. The Managing Developer expects to request that the City issue one or more series of future phased bonds (each such series of bonds a “Future Improvement Area Bond”) to finance the cost of the Major Improvements and the Future Improvement Area Improvements benefiting specific Future Improvement Areas as the development proceeds. The estimated costs of the Future Improvement Area Improvements will be determined as the Future Improvement Areas of the District are developed, and the Service and Assessment Plan will be updated to identify the improvements authorized by the PID Act to be financed by each new series of Future Improvement Area Bonds. Such Future Improvement Area Bonds will be secured by separate assessments (the “Future Improvement Area Assessments”) levied pursuant to the PID Act on assessable property within the applicable Future Improvement Area of the District (the “Future Improvement Area Assessed Property”) that benefit from the Future Improvement Area Improvements being financed.

Only the Bonds are offered pursuant to this Limited Offering Memorandum. The Bonds, the Improvement Area #1 Bonds and any Future Improvement Area Bonds issued by the City are separate and distinct issues of securities secured by separate assessments. The Improvement Area #1 Bonds, Future

Improvement Area Bonds and any Refunding Bonds (as defined herein) to be issued by the City are not offered pursuant to this Limited Offering Memorandum. Investors interested in purchasing any of these other City obligations should refer to the offering documents related thereto, when and if available.

LIMITATIONS APPLICABLE TO INITIAL PURCHASERS

Each initial purchaser is advised that the Bonds being offered pursuant to this Limited Offering Memorandum are being offered and sold only to “accredited investors” as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933 and “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act of 1933. Each initial purchaser of the Bonds (each, an “Investor”) will be deemed to have acknowledged, represented and warranted to the City as follows:

1. The Investor has authority and is duly authorized to purchase the Bonds and to execute any instruments and documents required to be executed by the Investor in connection with the purchase of the Bonds.

2. The Investor is an “accredited investor” under Rule 501 of Regulation D of the Securities Act of 1933 or a “qualified institutional buyer” under Rule 144A of the Securities Act of 1933, and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the Bonds.

3. The Bonds are being acquired by the Investor for investment and not with a view to, or for resale in connection with, any distribution of the Bonds, and the Investor intends to hold the Bonds solely for its own account for investment purposes and for an indefinite period of time and does not intend at this time to dispose of all or any part of the Bonds. However, the Investor may sell the Bonds at any time the Investor deems appropriate. The Investor understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to maturity may not be possible.

4. The Investor understands that the Bonds are not registered under the Securities Act of 1933 and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, and (c) will not carry a rating from any rating service.

5. The Investor acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Improvement Area #2 Projects, the Bonds, the security therefor, and such other information as the Investor has deemed necessary or desirable in connection with its decision to purchase the Bonds (collectively, the “Investor Information”). The Investor has received a copy of this Limited Offering Memorandum relating to the Bonds. The Investor acknowledges that it has assumed responsibility for its review of the Investor Information and it has not relied upon any advice, counsel, representation or information from the City in connection with the Investor’s purchase of the Bonds. The Investor agrees that none of the City, its City Council, officers, or employees shall have any liability to the Investor whatsoever for or in connection with the Investor’s decision to purchase the Bonds except for gross negligence, fraud or willful misconduct. For the avoidance of doubt, it is acknowledged that the Underwriter is not deemed an officer or employee of the City.

6. The Investor acknowledges that the obligations of the City under the Indenture are special, limited obligations payable solely from amounts paid by the City pursuant to the terms of the Indenture and the City shall not be directly or indirectly or contingently or morally obligated to use any other moneys or assets of the City for amounts due under the Indenture. The Investor understands that the Bonds are not secured by any pledge of any moneys received or to be received from taxation by the City, the State or any political subdivision or taxing district thereof; that the Bonds will never represent or constitute a general obligation or a pledge of the faith and credit of the City, the State or any political subdivision thereof; that no right will exist to have taxes levied by the State or any political subdivision thereof for the payment of principal and interest on the Bonds; and that the liability of the City and the State with respect to the Bonds is subject to further limitations as set forth in the Bonds and the Indenture.

7. The Investor has made its own inquiry and analysis with respect to the Bonds and the security therefor. The Investor is aware that the development of the District involves certain economic and regulatory variables and risks that could adversely affect the security for the Bonds.

8. The Investor acknowledges that the sale of the Bonds to the Investor is made in reliance upon the certifications, representations and warranties described in items 1-7 above.

DESCRIPTION OF THE BONDS

General Description

The Bonds will mature on the dates and in the amounts set forth on the inside cover page of this Limited Offering Memorandum. Interest on the Bonds will accrue from their date of delivery (the “Closing Date”) to the Underwriter and will be computed on the basis of a 360-day year of twelve 30-day months. Interest on the Bonds will be payable on each March 1 and September 1, commencing ~~_____~~ March 1, 2025 (each an “Interest Payment Date”), until maturity or prior redemption. Wilmington Trust, National Association, Dallas, Texas is the initial Trustee, Paying Agent and Registrar for the Bonds.

The Bonds will be issued in fully registered form, without coupons, in authorized denominations of ~~\$100,000~~ \$25,000 of principal and any integral multiple of \$1,000 in excess thereof (or such smaller amounts of not less than \$1,000 as authorized under the Indenture as a result of partial redemption) (“Authorized Denominations”). Upon initial issuance, the ownership of the Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), and purchases of beneficial interests in the Bonds will be made in book-entry-only form. See “BOOK-ENTRY-ONLY SYSTEM” and “SUITABILITY FOR INVESTMENT.”

Redemption Provisions

Optional Redemption. The Bonds may be redeemed prior to their scheduled maturities on any date on or after September 1, 20[___], at the option of the City, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the City, at the redemption price equal to the principal amount to be redeemed plus accrued and unpaid interest to the date of redemption (the “Redemption Price”).

Extraordinary Optional Redemption. The City reserves the right and option to redeem Bonds before their respective scheduled maturity dates, in whole or in part, on any date, at the Redemption Price, from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund made pursuant to the Indenture) or any other transfers to the Redemption Fund under the terms of the Indenture. See “ASSESSMENT PROCEDURES — Prepayment of Assessments” for the definition and description of Prepayments.

Mandatory Sinking Fund Redemption. The Bonds maturing on September 1 in the years 20[___], 20[___], 20[___] and 20[___] (collectively, “Term Bonds”) are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to the Indenture, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

<u>\$ _____ Term Bonds due September 1, 20 _____</u>	
<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20 _____	\$ _____
September 1, 20 _____	\$ _____
September 1, 20 _____	\$ _____
September 1, 20 _____ †	\$ _____

† Stated maturity.

\$ Term Bonds due September 1, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20__	\$
September 1, 20__	
September 1, 20__	
September 1, 20__†	

† Stated maturity.

At least 30 days prior to each mandatory sinking fund redemption date and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption by lot a principal amount of Term Bonds of such maturity equal to the Sinking Fund Installment of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory sinking fund redemption date, and will give notice of such redemption, as provided in the Indenture.

The principal amount of Term Bonds required to be redeemed on any redemption date shall be reduced, at the option of the City, by the principal amount of any Term Bonds of such maturity which, at least 30 days prior to the sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Term Bonds required to be redeemed on any redemption date shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Term Bonds which, at least 30 days prior to the sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions, and not previously credited to a mandatory sinking fund redemption.

Partial Redemption. If less than all of the Bonds are to be redeemed, Bonds shall be redeemed in increments of \$1,000, provided that no redemption shall cause the principal amount of any Bond to be less than the minimum Authorized Denomination for such Bond except as provided in the following sentence. Notwithstanding the foregoing, if any Bonds are to be partially redeemed and such redemption results in the redemption of a portion of a single Bond in an amount less than the Authorized Denomination in effect at the time, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by the minimum Authorized Denomination for such Bond.

If less than all the Bonds are called for optional redemption, the City shall, pursuant to a City Certificate, determine the Bond or Bonds or the amount thereof within a Stated Maturity to be redeemed and direct the Trustee to call by lot the Bonds, or portions thereof, within such Stated Maturity and in such principal amounts, for redemption.

If less than all of the Bonds are called for extraordinary optional redemption, the Bonds or portion of a Bond to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds. If less than all Bonds within a Stated Maturity are called for extraordinary optional redemption, the Trustee shall call by lot the Bonds, or portions thereof, within such Stated Maturity and in such principal amounts, for redemption

Upon surrender of any Bond for redemption in part, the Trustee, in accordance with the provisions of the Indenture, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

Notice of Redemption. Upon written notification by the City to the Trustee of the exercise of any redemption, the Trustee will give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Holder of each Bond or portion thereof to be redeemed, at the address shown in the Register. The notice will state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed, any conditions to

such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable. Any such notice shall be conclusively presumed to have been duly given, whether or not the Holder receives such notice. Notice of redemption having been given as provided in the Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

The City has the right to rescind any optional redemption or extraordinary optional redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

BOOK-ENTRY-ONLY SYSTEM

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by DTC while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Limited Offering Memorandum. The City and the Underwriter believe the source of such information to be reliable, but neither the City nor the Underwriter takes responsibility for the accuracy or completeness thereof.

The City cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis or (3) DTC will serve and act in the manner described in this Limited Offering Memorandum. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered security certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical

movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC, is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its registered subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has an S&P Global Ratings’ rating of “AA+”. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all Bonds of the same maturity are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant of such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC’s Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and all other payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detailed information from the City or Paying Agent/Registrar, on the payment date in accordance with their respective holdings shown on DTC’s records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, the Paying Agent/Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of

principal, interest and payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, the Paying Agent/Registrar or the City, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered. Thereafter, Bond certificates may be transferred and exchanged as described in the Indenture.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but none of the City, the City's Financial Advisor or the Underwriter take any responsibility for the accuracy thereof.

NONE OF THE CITY, THE TRUSTEE, THE PAYING AGENT, THE CITY'S FINANCIAL ADVISOR OR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE BONDS. THE CITY CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM. THE CURRENT RULES APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE CURRENT PROCEDURES OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

SECURITY FOR THE BONDS SIMILARLY SECURED

The following is a summary of certain provisions contained in the Indenture. Reference is made to the Indenture for a full statement of the terms and provisions of the Bonds Similarly Secured (as defined below). Investors must read the entire Indenture to obtain information essential to the making of an informed investment decision. See "APPENDIX B — Form of Indenture."

General

THE BONDS SIMILARLY SECURED ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS SIMILARLY SECURED DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE HOLDERS OF THE BONDS SIMILARLY SECURED SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO HOLDER OF THE BONDS SIMILARLY SECURED SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS SIMILARLY SECURED OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS SIMILARLY SECURED OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE. SEE "APPENDIX B — FORM OF INDENTURE."

The principal of, premium, if any, and interest on the Bonds Similarly Secured are secured by a pledge of and a lien upon the pledged revenues (the “Pledged Revenues”), consisting primarily of the Improvement Area #2 Assessments expected to be levied against the Improvement Area #2 Assessed Property (as defined herein) in Improvement Area #2 of the District and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein and in the Indenture. In accordance with the PID Act, on [_____], 2024, the City Council expects to approve and adopt the 2024 Amended and Restated Service and Assessment Plan (as may be updated and amended from time to time, the “Service and Assessment Plan”), which, among other things, will amend and restate the 2023 Service and Assessment Plan (as defined herein), describe the special benefit received by the property within Improvement Area #2, provide the basis and justification for the determination of special benefit on such property, establish the methodology for the levy of the Improvement Area #2 Assessments, and provide for the allocation of Pledged Revenues for payment of principal of, premium, if any, and interest on the Bonds. The Service and Assessment Plan is reviewed and updated annually for the purpose of determining the annual budget for improvements and the Annual Installments (as defined below) of Improvement Area #2 Assessments due in a given year. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on all current and future landowners within the District. See “APPENDIX C — Form of Service and Assessment Plan.”

The City is authorized by the PID Act, the Assessment Ordinance and other provisions of applicable law to finance the Improvement Area #2 Authorized Improvements by levying Improvement Area #2 Assessments upon the Improvement Area #2 Assessed Property. For a description of the assessment methodology and the amounts of Improvement Area #2 Assessments levied in the District, see “ASSESSMENT PROCEDURES” and “APPENDIX C — Form of Service and Assessment Plan.”

Pursuant to the Indenture, the following terms are assigned the following meanings:

“Additional Interest” means the amount collected by application of the Additional Interest Rate.

“Additional Interest Rate” means the 0.50% additional interest rate charged on the Improvement Area #2 Assessments as authorized by Section 372.018 of the PID Act.

“Additional Obligations” means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary notes, or time warrants, secured in whole or in part by an assessment, other than the Improvement Area #2 Assessments securing the Bonds Similarly Secured, levied against property within Improvement Area #2 of the District in accordance with the PID Act.

“Annual Installment” means the annual payment of the Improvement Area #2 Assessments as calculated by the PID Administrator and approved by the City Council that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest.

“Assessed Property” or “Assessed Properties” means any Parcel within the District that benefits from an Authorized Improvement and on which Assessments have been levied as shown on an Assessment Roll (as the same may be updated each year by an update to a Service and Assessment Plan).

“Assessment Revenues” means the revenues received by the City from the collection of Improvement Area #2 Assessments, including Prepayments, Annual Installments and Foreclosure Proceeds.

“Bonds Similarly Secured” means, collectively, any Outstanding Bonds and Refunding Bonds.

“Pledged Funds” means, collectively, the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

“Pledged Revenues” means, collectively, the (i) Assessment Revenues (excluding the portion of the Improvement Area #2 Assessments and Annual Installments collected for the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan), (ii) the moneys held in any of the

Pledged Funds and (iii) any additional revenues that the City may pledge to the payment of the Bonds or other Bonds Similarly Secured.

“Quarter in Interest” means as of any particular date of calculation, the Holders of no less than twenty-five percent (25%) of the principal amount of the then Outstanding Bonds Similarly Secured so affected. In the event that two or more groups of Holders satisfy the percentage requirement set forth in the immediately preceding sentence and act (or direct the Trustee in writing to act) in a conflicting manner, only the group of Holders with the greatest percentage of then Outstanding Bonds Similarly Secured so affected (as measured in accordance with the immediately preceding sentence) shall, to the extent of such conflict, be deemed to satisfy such requirement.

Assessments Payable in Annual Installments

The Improvement Area #2 Assessments on each parcel, tract or lot which are to be collected in each year during the term of the Bonds are shown on the Improvement Area #2 Assessment Roll (as defined herein). The Improvement Area #2 Assessments, together with the interest thereon, will be deposited in the Pledged Revenue Fund for the payment of the principal of and interest on the Bonds, as and to the extent provided in the Service and Assessment Plan and the Indenture. See “SECURITY FOR THE BONDS SIMILARLY SECURED — Pledged Revenue Fund and Project Collection Fund.”

The Improvement Area #2 Assessments assessed to pay debt service on the Bonds together with interest thereon, are payable in Annual Installments established by the Assessment Ordinance and the Service and Assessment Plan to correspond, as nearly as practicable, to the debt service requirements for the Bonds. An Annual Installment of an Improvement Area #2 Assessment will be made payable in the Assessment Ordinance in each City fiscal year preceding the date of final maturity of the Bonds which, if collected, will be sufficient to pay debt service requirements attributable to the Improvement Area #2 Assessment in the Service and Assessment Plan. Each Annual Installment is payable as provided in the Service and Assessment Plan and the Assessment Ordinance.

The portions of the Annual Installments of Improvement Area #2 Assessments collected to pay Annual Collection Costs and Delinquent Collection Costs will be deposited in the Administrative Fund and shall not constitute Pledged Revenues.

Unconditional Levy of Assessments

The City will impose Improvement Area #2 Assessments on the Improvement Area #2 Assessed Property to pay the principal of and interest on the Bonds scheduled for payment from Pledged Revenues as described in the Indenture and in the Service and Assessment Plan and coming due during each fiscal year. The Improvement Area #2 Assessments shall be effective on the date of, and strictly in accordance with the terms of, the Assessment Ordinance. Each Improvement Area #2 Assessment may be paid immediately in full or in periodic Annual Installments over a period of time equal to the term of the Bonds, which installments shall include interest on the Improvement Area #2 Assessments. After issuance of the Bonds, interest on the Improvement Area #2 Assessments will accrue at the rate on the Bonds, plus the Additional Interest on the Improvement Area #2 Assessments, for each lot within Improvement Area #2, as specified in the Assessment Ordinance. The rate of Additional Interest may not exceed a rate that is 0.50% higher than the actual interest rate of the Bonds, pursuant to Section 372.018 of the PID Act. Each Annual Installment, including the interest on the unpaid amount of an Improvement Area #2 Assessment, shall be calculated annually and shall be billed on or about October 1 of each year, and is due upon receipt. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year.

As authorized by Section 372.018(b) of the PID Act, the City will collect, each year while the Bonds are Outstanding and unpaid, as part of the Annual Installment, an amount to pay the annual costs incurred by the City in the collection of the assessments, administration and operation of the District (the “Annual Collection Costs”). The portion of each Annual Installment of an Improvement Area #2 Assessment used to pay Annual Collection Costs shall remain in effect each year until all Bonds are finally paid or until the City adjusts the amount after an annual review in any year pursuant to Section 372.013 of the PID Act. The amount collected to pay Annual Collection Costs shall be billed in the manner set forth in the Assessment Ordinance on or about October 1 of each year and is

due upon receipt and shall be delinquent if not paid by February 1 of the following year. **Amounts collected for Annual Collection Costs do not secure repayment of the Bonds.**

There is no discount for the early payment of Improvement Area #2 Assessments.

The PID Act provides that the Improvement Area #2 Assessments (including any reassessment, with interest, the expense of collection and reasonable attorney's fees, if incurred) are a first and prior lien (the "Assessment Lien") against the Improvement Area #2 Assessed Property, superior to all other liens and claims, except liens and claims for the State, county, school district, or municipality for ad valorem taxes and are a personal liability of and charge against the owners of property, regardless of whether the owners are named. Pursuant to the PID Act, the Assessment Lien is effective from the date of the Assessment Ordinance until the Improvement Area #2 Assessments are paid (or otherwise discharged) and is enforceable by the City Council in the same manner that an ad valorem property tax levied against real property may be enforced by the City Council. See "ASSESSMENT PROCEDURES" herein. The Assessment Lien is superior to any homestead rights of a property owner that are properly claimed after the adoption of the Assessment Ordinance. However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the Assessment Ordinance ("Pre-existing Homestead Rights") for as long as such rights are maintained on the property. See "BONDHOLDERS' RISKS — Assessment Limitations."

Failure to pay an Annual Installment when due will not accelerate the payment of the remaining Annual Installments of the Improvement Area #2 Assessments and such remaining Annual Installments (including interest) will continue to be due and payable at the same time and in the same amount and manner as if such default had not occurred.

Collection of Assessments and Enforcement of Lien

For so long as any Bonds Similarly Secured are Outstanding, and/or amounts are due to the Managing Developer to reimburse it for its funds it has contributed to pay Actual Costs of the Improvement Area #2 Projects, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Improvement Area #2 Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Improvement Area #2 Assessments.

The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Improvement Area #2 Assessment or the corresponding Improvement Area #2 Assessed Property. Furthermore, nothing shall obligate the City, the City Attorney, or any appropriate designee to undertake collection or foreclosure actions against delinquent accounts in violation of applicable state law, court order, or existing contractual provisions between the City and its appropriate collections enforcement designees.

Perfecting Security Interest

The lien on and pledge of the Trust Estate will be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Trust Estate, the filing of the Indenture or any other act; all as provided in Chapter 1208 of the Texas Government Code, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under the Indenture, and such pledge is therefore valid, effective and perfected. If State law is amended at any time while the Bonds Similarly Secured are Outstanding such that the pledge of the Trust Estate granted by the City under the Indenture is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, then in order to preserve to the Holders of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are

reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Pledged Revenue Fund and Project Collection Fund

On or before February 20, ~~2017~~2026, and on or before each August 20 and February 20 of each year thereafter while the Bonds Similarly Secured are Outstanding, the City shall transfer to the Trustee for deposit to the Pledged Revenue Fund the Pledged Revenues, other than the Pledged Revenues deposited into the Project Collection Fund by the Trustee upon the receipt from the Tax Assessor-Collector of the County. Upon the Trustee's receipt of the Pledged Revenues, including the Pledged Revenues deposited into the Project Collection Fund pursuant to the following paragraph and subsequently transferred to the Pledged Revenue Fund by the Trustee pursuant to a City Certificate as described below, the Trustee shall deposit or cause to be deposited the foregoing amounts as follows: (i) *first*, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds Similarly Secured next coming due, (ii) *second*, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement, (iii) *third*, to pay other Actual Costs of the Improvement Area #2 Projects, and (iv) *fourth*, to pay other costs permitted by the PID Act. Notwithstanding the foregoing, the Additional Interest of the Annual Installments shall only be utilized for the purposes set forth under " — Delinquency & Prepayment Reserve Account," and, on each March 1, beginning ~~1/1/2017~~March 1, 20252026, and on any other day set forth in a City Certificate, the amount of Additional Interest of the Annual Installments confirmed by the City pursuant to a City Certificate, will be transferred from the Pledged Revenue Fund and be deposited into the Delinquency & Prepayment Reserve Account and/or the Redemption Fund, as applicable. If there are insufficient funds to make the deposit in full set forth in (i) above for the debt service payment date immediately following the required transfer date or the deposit in full set forth in (ii) above after the City transfers the Pledged Revenues to the Trustee by the dates specified in this paragraph and after the Trustee deposits all such Pledged Revenues as provided in this paragraph, the City shall make additional transfers of Pledged Revenues as soon as available and practicable to the Trustee from time to time for deposit to the Pledged Revenue Fund as necessary to ensure such deposits in (i) and (ii) are made in full.

While any of the Bonds Similarly Secured are Outstanding, Hays County, Texas (the "County") acting by and through its Tax Assessor-Collector or another taxing unit or an appraisal district, by agreement with the City, may collect Assessment Revenues on the City's behalf. If such taxing unit or appraisal district presents or otherwise tenders to the Trustee such collected Assessment Revenues for deposit on the City's behalf, the Trustee shall accept such Assessment Revenues and deposit the same into the Project Collection Fund. The Trustee shall, as directed by the City pursuant to a City Certificate deposit or cause to be deposited (i) all of that portion of the Assessment Revenues deposited into the Project Collection Fund that consists of the Annual Collection Costs and Delinquent Collection Costs to the Administrative Fund, and (ii) all of that portion of the Assessment Revenues deposited into the Project Collection Fund that consists of the Pledged Revenues into the Pledged Revenue Fund and shall further deposit or cause to be deposited such Pledged Revenues pursuant to the paragraph above. The City shall provide such City Certificates on or before February 20, ~~2017~~2026 and on or before every August 20 and February 20 thereafter while the Bonds Similarly Secured are Outstanding. If there are insufficient funds to make the deposit in full set forth in (i) of the above paragraph for the debt service payment date immediately following the required City Certificate delivery date or the deposit in full set forth in (ii) of the above paragraph after the City provides a City Certificate by the dates specified in this paragraph and after the Trustee deposits all Pledged Revenues received as provided in this paragraph and the above paragraph, the City will provide additional City Certificates as soon as practicable to the Trustee from time to time upon notice from the Trustee that additional Assessment Revenues have been deposited to the Project Collection Fund and the Trustee will make the transfers contemplated by this paragraph and the above paragraph, as necessary to ensure the deposits set forth in (i) and (ii) of the above paragraph are made in full.

For a discussion of the Billing and Collection Services Agreement (as defined herein) ~~to be~~ entered into between the City and the County, see "ASSESSMENT PROCEDURES — Billing and Collection Services Agreement."

THE PROJECT COLLECTION FUND IS NOT A PLEDGED FUND AND IS NOT SECURITY FOR THE BONDS SIMILARLY SECURED.

From time to time as needed to pay the obligations relating to the Bonds Similarly Secured, but no later than five Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account of the Pledged Revenue Fund and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds Similarly Secured on the next Interest Payment Date.

The Trustee shall transfer the amounts determined in writing by the City as Prepayments to the Redemption Fund promptly after deposit of such amounts into the Pledged Revenue Fund.

Upon receipt of Foreclosure Proceeds, the Trustee shall transfer such amount of Foreclosure Proceeds determined in writing by the City, *first*, to the Reserve Fund to restore any transfers from the Reserve Fund made to which the Foreclosure Proceeds relate, *second*, to the Delinquency & Prepayment Reserve Account to replenish the Delinquency & Prepayment Reserve Requirement, and *third*, to the Redemption Fund.

After satisfaction of the requirement to provide for the payment of the principal of and interest on the Bonds Similarly Secured and to fund any deficiency that may exist in the Reserve Fund, the Trustee shall, at the written request of the City, transfer any Pledged Revenues remaining in the Pledged Revenue Fund to the City, which monies may be used for any lawful purpose for which Improvement Area #2 Assessments may be used under the PID Act. The Trustee may rely upon any such request of the City and shall have no obligation to determine the lawful purposes permitted under the PID Act.

Bond Fund

On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account of the Bond Fund and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and/or interest then due and payable on the Bonds Similarly Secured, ~~-,~~ less any amount to be used to pay interest on the Bonds Similarly Secured on such Interest Payment Date from the Capitalized Interest Account as provided below.

If amounts in the Principal and Interest Account are insufficient to pay the amounts due on the Bonds Similarly Secured on an Interest Payment Date, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency pursuant to the Indenture. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account of the Bond Fund and transferred to the Paying Agent/Registrar.

Moneys in the Capitalized Interest Account shall be used for the payment of all interest due on the Bonds on March 1, 2025 and September 1, 2025. Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to the Project Fund, or if the Project Fund has been closed, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

If, after the foregoing transfers and any transfer from the Reserve Fund as provided in the Indenture, there are insufficient funds to make the payments provided in the paragraph above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds Similarly Secured.

Project Fund

Money on deposit in the Project Fund shall be used for the purposes specified below.

Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds pursuant to instructions on the memorandum to be issued by the City's financial advisor (the "Closing Memorandum") as of the Closing Date for the respective series of Bonds Similarly Secured. If, after the foregoing disbursements made pursuant to the Closing Memorandum, there are funds remaining in the Cost of Issuance Account, disbursements from the Costs of Issuance Account of the Project Fund shall be made by the

Trustee to pay costs of issuance of the Bonds pursuant to one or more City Certificates as provided under the Indenture.

Disbursements from the Improvement Account of the Project Fund to pay Actual Costs shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certification for Payment. Each such Certification for Payment shall include a list of the payees and the payments (not to exceed) to be made to such payees as well as a statement that all payments shall be made by check or wire transfer in accordance with the payment instructions set forth in such written request and the Trustee may rely on such payment instructions though given by the City with no duty to investigate or inquire as to the authenticity of or authorization for the invoice or the payment instructions contained therein.

Except as provided below, money on deposit in the Improvement Account shall be used solely to pay Actual Costs provided the Trustee shall have no responsibility for the application of any funds disbursed from the Improvement Account in reliance upon a Certification for Payment approved by the City.

If the City Representative determines in the City Representative's reasonable discretion that amounts then on deposit in the Improvement Account of the Project Fund are not expected to be expended for purposes of the Improvement Account due to the abandonment, or constructive abandonment, of one or more of the Improvement Area #2 Projects such that, in the reasonable opinion of the City Representative, it is unlikely that the amounts in the Improvement Account of the Project Fund will ever be expended for the purposes of the Improvement Account, the City Representative shall, after providing the Owner with thirty (30) days notice of such determination, file a City Certificate with the Trustee which identifies the amounts then on deposit in the Improvement Account of the Project Fund that are not expected to be used for purposes of the Improvement Account. If such City Certificate is so filed, the amounts on deposit in the Improvement Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds Similarly Secured on the earliest practicable date after notice of redemption has been provided in accordance with the Indenture. Upon such transfers, the Improvement Account of the Project Fund shall be closed.

Upon the filing of a City Certificate stating that all of the Improvement Area #2 Projects have been completed and that all Actual Costs have been paid, or that any Actual Costs of the Improvement Area #2 Projects are not required to be paid from the Improvement Account of the Project Fund pursuant to a Certification for Payment, the Trustee shall transfer the amount, if any, remaining within the Improvement Account of the Project Fund to the Bond Fund or to the Redemption Fund as directed by the City Representative in a City Certificate filed with the Trustee. Upon such transfers, the Improvement Account of the Project Fund shall be closed.

Upon the Trustee's receipt of a written determination by the City Representative that all costs of issuance of the applicable series of Bonds Similarly Secured have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to (i) the Improvement Account in the Project Fund and used to pay Actual Costs of the Improvement Area #2 Projects or (ii) if no Improvement Area #2 Projects remain to be funded, to the Principal and Interest Account of the Bond Fund and used to pay principal on the Bonds, as directed in a City Certificate filed with the Trustee and the Costs of Issuance Account shall be closed.

Reserve Account of the Reserve Fund

Pursuant to the Indenture, a Reserve Account has been created within the Reserve Fund for the benefit of the Bonds and held by the Trustee. The Reserve Account of the Reserve Fund will be initially funded with a deposit of \$_____ from the proceeds of the Bonds in the amount of the Reserve Account Requirement. The City agrees with the Holders of the Bonds Similarly Secured to accumulate from the deposits described under "— Pledged Revenue Fund and Project Collections Fund", and when accumulated, maintain in the Reserve Account of the Reserve Fund, an amount equal to not less than the Reserve Account Requirement except to the extent such deficiency is due to the application of the immediately succeeding paragraph. All amounts deposited in the Reserve Account of the Reserve Fund shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund or the Redemption Fund as provided in the Indenture. Pursuant to the Indenture, the "Reserve Account Requirement" for the Bonds Similarly Secured is the least of: (i) Maximum Annual Debt Service on the Bonds Similarly Secured as of the Closing Date, (ii) 125% of average Annual Debt Service on the Bonds Similarly Secured as of the Closing Date, or (iii) 10% of the proceeds of the Bonds Similarly

Secured; provided, however, that such amount shall be reduced as a result of an optional redemption pursuant or an extraordinary optional redemption, and any such reduction in the Reserve Account Requirement shall be by a percentage equal to the pro rata principal amount of Bonds Similarly Secured redeemed by such redemption divided by the total principal amount of the Outstanding Bonds Similarly Secured prior to such redemption. As of the Closing Date, the Reserve Account Requirement is \$ _____ which is an amount equal to [Maximum Annual Debt Service] on the Bonds as of the Closing Date.

In the event of an extraordinary optional redemption of Bonds Similarly Secured, the Trustee, pursuant to written directions from the City, shall transfer from the Reserve Account of the Reserve Fund to the Redemption Fund the amount specified in such directions, which shall be an amount equal to the principal amount of Bonds Similarly Secured to be redeemed multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment toward payment of accrued interest, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds Similarly Secured to the date fixed for redemption of the Bonds Similarly Secured to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall and/or any additional amounts necessary to permit the Bonds Similarly Secured to be redeemed in minimum principal amounts of \$1,000, from the Delinquency & Prepayment Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds Similarly Secured.

Whenever, on any Interest Payment Date, or on any other date at the request of a City Representative, the value of cash and Value of Investment Securities on deposit in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of interest on the Bonds Similarly Secured on the next Interest Payment Date in accordance with the Indenture, unless prior to the next Interest Payment Date, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due to the Rebate Fund, (ii) to the Administrative Fund in an amount not more than the Annual Collection Costs for the Bonds Similarly Secured or (iii) to the Improvement Account of the Project Fund to pay Actual Costs of the Improvement Area #2 Projects if such application and the expenditure of funds is expected to occur within three years of the date hereof.

Whenever a transfer is made from the Reserve Account to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds Similarly Secured due on such date, the Trustee shall transfer first from the Delinquency & Prepayment Reserve Account of the Reserve Fund, and second from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

At the final maturity of the Bonds Similarly Secured, the amount on deposit in the Reserve Account shall be transferred to the Principal and Interest Account of the Bond Fund and applied to the payment of the principal of the Bonds Similarly Secured.

If, after a Reserve Account withdrawal, the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, but only to the extent that such amount is not required for the timely payment of principal, interest, or Sinking Fund Installments.

If the amount held in the Reserve Fund together with the amount held in the Pledged Revenue Fund, the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds Similarly Secured on the next date the Bonds Similarly Secured may be optionally redeemed by the City at a redemption price

of par, together with the unpaid interest accrued on such Bonds Similarly Secured as of such date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Bonds Similarly Secured on such date.

Delinquency & Prepayment Reserve Account of the Reserve Fund

Pursuant to the Indenture, a Delinquency & Prepayment Reserve Account has been created within the Reserve Fund, held by the Trustee for the benefit of the Bonds Similarly Secured. The Trustee, if needed, will transfer from the Bond Pledged Revenue Account to the Delinquency & Prepayment Reserve Account on March 1, commencing ~~March 1, 2025~~ March 1, 2026, and on any other day set forth in a City Certificate, an amount equal to the Additional Interest until the Delinquency & Prepayment Reserve Requirement has been accumulated in the Delinquency & Prepayment Reserve Account. Once the Delinquency & Prepayment Reserve Requirement has accumulated in the Delinquency & Prepayment Reserve Account, any amounts in excess of the Delinquency & Prepayment Reserve Requirement shall be transferred by the Trustee to the Redemption Fund to redeem Bonds Similarly Secured as provided in the Indenture, however, that at any time the amount on deposit in the Delinquency & Prepayment Reserve Account is less than Delinquency & Prepayment Reserve Requirement, the Trustee shall resume depositing such Additional Interest into the Delinquency & Prepayment Reserve Account until the Delinquency & Prepayment Reserve Requirement has accumulated in the Delinquency & Prepayment Reserve Account. The Additional Interest shall continue to be collected and deposited pursuant to the Indenture until the Bonds Similarly Secured are no longer Outstanding. The Delinquency & Prepayment Reserve Requirement is % of the principal amount of the Outstanding Bonds Similarly Secured.

Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amount in the Delinquency & Prepayment Reserve Account exceeds the Delinquency & Prepayment Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess, and the Trustee shall transfer such excess pursuant to the above paragraph.

Whenever a transfer is made from the Delinquency & Prepayment Reserve Account to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

At the final maturity of the Bonds, the amount on deposit in the Delinquency & Prepayment Reserve Account shall be transferred to the Principal and Interest Account of the Bond Fund and applied to the payment of the principal of the Bonds Similarly Secured.

Administrative Fund

The City has created under the Indenture an Administrative Fund held by the Trustee. On or before February 20, ~~20~~ 2026, and on or before each August 20 and February 20 of each year thereafter while the Bonds Similarly Secured are Outstanding, the City shall deposit or cause to be deposited to the Administrative Fund the portion of the Improvement Area #2 Assessments and Annual Installments allocated to the payment of Annual Collection Costs and Delinquent Collection Costs, as set forth in the Service and Assessment Plan, other than the Annual Collection Costs and Delinquent Collection Costs deposited into the Project Collection Fund, which amounts shall be deposited in accordance with the provisions under “— Pledged Revenue Fund and Project Collections Fund.”

Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered under the Indenture and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan, including payment of Annual Collection Costs and Delinquent Collection Costs or may be withdrawn by the Trustee without further authorization for the payment of the fees, expenses, advances and indemnities owed to the Trustee in accordance with the Indenture.

THE ADMINISTRATIVE FUND IS NOT A PLEDGED FUND AND SHALL NOT BE SECURITY FOR THE BONDS SIMILARLY SECURED.

Defeasance

Any Outstanding Bonds Similarly Secured shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and no longer Outstanding within the meaning of the Indenture (a “Defeased Debt”), when payment of the principal of, premium, if any, on such Defeased Debt, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, redemption, or otherwise), either (1) shall have been made in accordance with the terms thereof, or (2) shall have been provided by irrevocably depositing with the Trustee, in trust, and irrevocably set aside exclusively for such payment, (A) money sufficient to make such payment or (B) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amount and at such times as will insure the availability, without reinvestment, of sufficient money to make such payment, and all necessary and proper fees, compensation, and expenses of the Trustee pertaining to the Bonds Similarly Secured with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to the Indenture nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds Similarly Secured. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds Similarly Secured on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

“Defeasance Securities” means Investment Securities then authorized by applicable law for the investment of funds to defease public securities. “Investment Securities” means those authorized investments described in the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended (the “PFIA”); and that at the time made are included in and authorized by the City’s official investment policy as approved by the City Council from time to time. Under current State law, Investment Securities that are authorized for the investment of funds to defease public securities are (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America; (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality, and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; and (c) noncallable obligations of a state or an agency or a City, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds Similarly Secured. Because the Indenture does not contractually limit such investments, Holders will be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under State law. There is no assurance that the ratings for U.S. Treasury securities used as Defeasance Securities or that for any other Defeasance Security will be maintained at any particular rating category.

Events of Default

Each of the following occurrences or events constitutes an “Event of Default” under the Indenture:

- (i) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;
- (ii) The failure of the City to enforce the collection of the Improvement Area #2 Assessments, including the prosecution of foreclosure proceedings;

(iii) Default in the performance or observance of any covenant, agreement or obligation of the City under the Indenture other than a default under (i) above or (iv) below, and the continuation thereof for a period of 90 days after written notice specifying such default and requiring same to be remedied shall have been given to the City by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Holders of at least a majority of the aggregate Outstanding principal of the Bonds Similarly Secured so affected by such Event of Default; and

(iv) The failure to make payment of the principal of or interest on any of the Bonds Similarly Secured when the same becomes due and payable and such failure is not remedied within 30 days thereafter; provided, however, that the payments are to be made only from Pledged Revenues or other funds currently available in the Pledged Funds and available to the City to make any such payments.

Remedies in Event of Default

Upon the happening and continuance of any Event of Default, the Trustee may, and at the written direction of the Holders of at least a Quarter in Interest of the Series of Bonds Similarly Secured and so affected by such Event of Default and its receipt of indemnity satisfactory to it shall, proceed against the City for the purpose of protecting and enforcing the rights of the Holders under the Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained in the Indenture, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies of default.

THE PRINCIPAL OF THE BONDS SIMILARLY SECURED SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

Whenever moneys are to be applied pursuant to the Indenture, irrespective of and whether other remedies authorized under the Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of the Indenture. The Trustee shall sell Trust Estate assets, according to the appraised value thereof, beginning with the asset of the highest value and continuing such sales in the order of next succeeding most valuable asset until satisfaction of debts pertaining to the Outstanding Bonds Similarly Secured. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

In an Event of Default shall have occurred and be continuing, the City, upon demand of the Trustee, shall surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers, and accounts of the City pertaining thereto, and including the rights and the position of the City, and to hold, operate, and manage the same, and from time to time make all needed repairs and improvements, as well as set up proper reserve for the payment of all proper costs and expenses, holding and managing the same, including (i) reasonable compensation to the Trustee, its agents, and counsel, (ii) any reasonable charges of the Trustee hereunder, (iii) any taxes and assessments and other charges prior to the lien of the of Indenture, and (iv) all expenses of such repairs and improvements. After payment in full of the foregoing, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns.

Restriction on Holder's Actions

No Holder shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust thereof or any other remedy under the Indenture, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Holders of a Quarter in Interest of the Series of Bonds Similarly Secured then Outstanding and so affected by such Event of Default have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers granted under the Indenture or to institute such action, suit or proceeding in its own name, (iii) the Holders have furnished to the Trustee indemnity as provided in the Indenture, (iv) the Trustee has for 60 days after such notice failed or refused to exercise the powers granted under the Indenture, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Holders of at least a Quarter in Interest of the Bonds Similarly Secured then Outstanding and so affected by such Event of Default, and (vi) notice of such action, suit or proceeding is given to the Trustee; however, no one or more Holders of the Bonds Similarly Secured shall have any right in any manner whatsoever to affect, disturb, or prejudice the Indenture by its, his, or their action or to enforce any right thereunder except in the manner provided therein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided therein and for the equal benefit of the Holders of all Bonds Similarly Secured then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of the Indenture and to any action or cause of action for the enforcement of the Indenture or for any other remedy thereunder.

Subject to provisions of the Indenture with respect to certain liabilities of the City, nothing in the Indenture shall affect or impair the right of any Holder to enforce, by action at law, payment of any Bond Similarly Secured at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond Similarly Secured issued under the Indenture to the respective Holders thereof at the time and place, from the source and in the manner expressed in the Indenture and in the Bonds Similarly Secured.

In case the Trustee or any Holders shall have proceeded to enforce any right under the Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Holders, then and in every such case the City, the Trustee and the Holders shall be restored to their former positions and rights thereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Application of Revenues and Other Moneys after Event of Default

All moneys, securities, funds and Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of the Indenture with respect to Events of Default, shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including Trustee's counsel), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out the Indenture during the continuance of an Event of Default, be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds Similarly secured, as follows:

(i) **FIRST:** To the payment to the Holders entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Holders entitled thereto, without any discrimination or preference; and

(ii) **SECOND:** To the payment to the Holders entitled thereto of the unpaid principal of Outstanding Bonds Similarly Secured, or Redemption Price of any Bonds Similarly Secured which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds Similarly Secured due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due and to the Holders entitled thereto, without any discrimination or preference.

Within 30 days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Holders pursuant to the Indenture.

In the event funds are not adequate to cure any of the Events of Default described above, the available funds shall be allocated to the Bonds Similarly Secured that are Outstanding in proportion to the quantity of Bonds Similarly Secured that are currently due and in default under the terms of the Indenture.

The restoration of the City to its prior position after any and all defaults have been cured, as provided above, shall not extend to or affect any subsequent default under the Indenture or impair any right consequent thereon.

Investment of Funds

Money in any Fund or Account, other than the Reserve Account, shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee in Investment Securities; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund or Account will be available at the proper time or times. Money in the Reserve Account shall be invested in such Investment Securities as directed by the City pursuant to a City Certificate filed with the Trustee, provided that the final maturity of any individual Investment Security shall not exceed 270 days and the average weighted maturity of any investment pool or no-load money market mutual fund shall not exceed 90 days. Each such City Certificate shall be a certification that the investment directed therein constitutes an Investment Security and that such investments meet the maturity and average weighted maturity requirements set forth in the preceding sentence and the Trustee shall not be responsible for determining such requirements. Such investments shall be valued each year in terms of the Value of Investment Securities as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in the Funds and Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold, in order to make the disbursements required or permitted by the Indenture, to prevent any default under the Indenture. If the City does not give the Trustee written or timely instructions with respect to investments of funds, the Trustee shall hold such funds uninvested.

Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of the Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in the Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

Additional Obligations or Other Liens; Refunding Bonds

The City reserves the right to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on any portion of the Trust Estate and are not payable from any portion of the Trust Estate.

Other than bonds issued to refund any Outstanding Bonds (“Refunding Bonds”), the City will not create or voluntarily permit to be created any debt, lien, or charge on any portion of the Trust Estate and will not do or omit to do or suffer to be or omitted to be done any matter or things whatsoever whereby the lien of the Indenture or the priority thereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with the Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in the corresponding section of the Indenture shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be

contested by it in good faith, unless thereby, in the opinion of counsel to the Trustee, the same would endanger the security for the Bonds Similarly Secured.

Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues so long as such pledge is subordinate to the pledge of Pledged Revenues securing payment of the Bonds Similarly Secured.

The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State.

Notwithstanding anything to the contrary in the Indenture, no Refunding Bonds may be issued by the City unless: (1) the principal (including any principal amounts to be redeemed on a mandatory sinking fund redemption date) of such Refunding Bonds is scheduled to mature on September 1 of the years in which principal is scheduled to mature and (2) the interest on such Refunding Bonds must be scheduled to be paid on March 1 and September 1 of the years in which interest is scheduled to be paid. The date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of Refunding Bonds shall be set forth in a Supplemental Indenture.

Upon their authorization by the City, the Refunding Bonds of a Series issued under the Indenture shall be issued and shall be delivered to the purchasers or owners thereof, but before, or concurrently with, the delivery of said Refunding Bonds to such purchasers or owners there shall have been filed with the Trustee (1) a copy, certified by the City Secretary, of the ordinance or ordinances of the City authorizing the issuance, sale, execution and delivery of the Refunding Bonds and the execution and delivery of a Supplemental Indenture establishing, among other things, the date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of such Refunding Bonds, and (2) an original executed counterpart of the Supplemental Indenture for such Refunding Bonds.

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SOURCES AND USES OF FUNDS

The table that follows summarizes the expected sources and uses of proceeds of the Bonds:*

Sources of Funds:	
Principal Amount	\$
TOTAL SOURCES	\$
Use of Funds:	
Deposit to Improvement Account of the Project Fund	\$
<u>Deposit to Capitalized Interest Account of the Bond Fund</u>	
Deposit to Costs of Issuance Account of the Project Fund	
Deposit to Reserve Account of the Reserve Fund	
Deposit to the Administrative Fund	
Underwriter's Discount ⁽¹⁾	
TOTAL USES	\$

* To be updated and completed upon pricing.

⁽¹⁾ Includes Underwriter's Counsel's fee of \$ _____.

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DEBT SERVICE REQUIREMENTS

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

Year Ending (September 30)	Principal	Interest	Total
2025 ⁽¹⁾	\$	\$	\$
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
2053			
2054			
Total	\$	\$	\$

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

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* To be updated and completed upon pricing.

OVERLAPPING TAXES AND DEBT

Overlapping Taxes

The land within Improvement Area #2 has been, and is expected to continue to be, subject to taxes imposed by taxing entities other than the City. Such taxes are payable in addition to the Improvement Area #2 Assessments. The County, Dripping Springs Independent School District (“Dripping Springs ISD”), North Hays County Emergency Services District No. 1 (“North Hays Co ESD No. 1”) and Hays County Emergency Services District No. 6 (“Hays Co ESD No. 6”) may each levy ad valorem taxes upon all of the land in Improvement Area #2 for payment of debt incurred by such governmental entities and/or for payment of maintenance and operations expenses. The City has no control over the level of ad valorem taxes levied by such other taxing authorities. The following table reflects the overlapping ad valorem taxes currently levied on property located in Improvement Area #2.

Overlapping Taxes in Improvement Area #2

<u>Taxing Entity</u>	<u>Tax Year 2023 Ad Valorem Tax Rate⁽¹⁾</u>
The City	\$0.1718
Hays County (including special road tax)	0.3075
Dripping Springs ISD	1.1075
North Hays Co ESD No. 1	0.0301
Hays Co ESD No. 6	<u>0.0649</u>
Total Current Tax Rate	\$1.6818
Estimated Average Annual Installment of Improvement Area #2 Assessments as an Equivalent Tax Rate ⁽²⁾	\$0.7735 <u>0.7608</u>
Estimated Total Tax Rate and Average Annual Installment of Improvement Area #2 Assessments as an Equivalent Tax Rate	\$2.4553 <u>2.4426</u>

⁽¹⁾ As reported by the taxing entities. Per \$100 in taxable assessed value.
⁽²⁾ Derived from information in the Service and Assessment Plan.
 Source: Hays Central Appraisal District and the Service and Assessment Plan.

Overlapping Debt

As noted above, Improvement Area #2 includes territory located in other governmental entities that may issue or incur debt secured by the levy and collection of ad valorem taxes. Set forth below is an overlapping debt table showing the outstanding indebtedness payable from ad valorem taxes with respect to property within Improvement Area #2 and City debt to be secured by the Improvement Area #2 Assessments:

Overlapping Debt in Improvement Area #2

<u>Taxing or Assessing Entity</u>	<u>Gross Outstanding Debt as of [____], 2024</u>	<u>Estimated % Applicable⁽¹⁾</u>	<u>Estimated Overlapping Debt⁽¹⁾</u>
The City (Assessments - The Bonds)	\$6,873,000	100.00%	\$6,873,000
The City (Ad Valorem Taxes)		____%	
Hays County		____%	
Dripping Springs ISD		____%	
Total⁽²⁾	\$		\$

⁽¹⁾ Based on the Appraisal (as defined herein) for Improvement Area #2 and on certified valuations for the Tax Year 2023 for the taxing entities.

⁽²⁾ North Hays Co ESD No. 1 and Hays Co ESD No. 6 do not have outstanding general obligation debt.

Sources: Hays Central Appraisal District and Municipal Advisory Council of Texas. [\[Financial Advisor to complete\]](#)

Homeowners’ Association

In addition to the Improvement Area #2 Assessments described above, the Developers anticipate that each single-family residential lot owner in Improvement Area #2 will pay an annual maintenance and operation fee and/or a property owner’s association fee to a homeowners’ association (the “HOA”) formed by the Developers. The HOA fees are expected to be approximately \$500 per year.

ASSESSMENT PROCEDURES

General

Capitalized terms used under this caption and not otherwise defined in this Limited Offering Memorandum shall have the meaning given to such terms in the Service and Assessment Plan. As required by the PID Act, when the City determines to defray a portion of the costs of the Improvement Area #2 Authorized Improvements through Improvement Area #2 Assessments, it must adopt a resolution generally describing the Improvement Area #2 Authorized Improvements and the land within Improvement Area #2 to be subject to Improvement Area #2 Assessments to pay the costs therefor. The City has caused an assessment roll to be prepared (the “Improvement Area #2 Assessment Roll”), which Improvement Area #2 Assessment Roll shows the Improvement Area #2 Assessed Property within Improvement Area #2, the amount of the benefit to and the Improvement Area #2 Assessment against each Lot or Parcel of land and the number of Annual Installments in which the Improvement Area #2 Assessment is divided. The Improvement Area #2 Assessment Roll will be filed with the City Secretary and made available for public inspection. Statutory notice was given to the owners of the property to be assessed and a public hearing will be conducted to hear testimony from affected property owners as to the propriety and advisability of undertaking the Improvement Area #2 Authorized Improvements and funding the same with Improvement Area #2 Assessments. The City expects to levy the Improvement Area #2 Assessments and adopt the Assessment Ordinance on [_____], 2024, after which the Improvement Area #2 Assessments will become legal, valid, and binding liens upon the Improvement Area #2 Assessed Property.

Under the PID Act, the costs of the Improvement Area #2 Authorized Improvements to be defrayed through Improvement Area #2 Assessments may be assessed by the City against the Improvement Area #2 Assessed Property so long as the special benefit conferred upon the Improvement Area #2 Assessed Property by the Improvement Area #2 Authorized Improvements equals or exceeds the Improvement Area #2 Assessments. The costs of the Improvement Area #2 Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of cost on Improvement Area #2 Assessed Property similarly benefited. The allocation of benefits and assessments to the benefitted land within Improvement Area #2 is presented in the Service and Assessment Plan, which should be read in its entirety. See “APPENDIX C — Form of Service and Assessment Plan.”

Assessment Methodology

The Service and Assessment Plan describes the special benefit to be received by each Parcel of Improvement Area #2 Assessed Property as a result of the Improvement Area #2 Authorized Improvements, provides the basis and justification for the determination that such special benefit exceeds the Improvement Area #2 Assessments being levied, and establishes the methodology by which the City allocates the special benefit of the Improvement Area #2 Authorized Improvements to Parcels in a manner that results in equal shares of costs being apportioned to Parcels similarly benefited. As described in the Service and Assessment Plan, a portion of the costs of the Improvement Area #2 Authorized Improvements are being funded with proceeds of the Bonds, which are payable from and secured by the Trust Estate consisting of the Pledged Revenues, including primarily the Improvement Area #2 Assessments.

As set forth in the Service and Assessment Plan, the benefits received by the Major Improvements shall be allocated pro rata between the Improvement Area #1 Assessed Property, Improvement Area #2 Assessed Property, and the assessed property within the Future Improvement Areas based on Estimated Buildout Value and the benefits received by the Improvement Area #2 Improvements and Bond Issuance Costs and Administrative Reserves allocable to the Bonds shall initially be allocated entirely to the Improvement Area #2 Assessed Property relating to

the applicable bonds. See “APPENDIX C — Form of Service and Assessment Plan.” As the Improvement Area #2 Assessed Property is subsequently divided, the benefits received by the Improvement Area #2 Authorized Improvements and the related Improvement Area #2 Assessments will be apportioned pro rata according to the Estimated Buildout Value of the newly created Parcels. See “— Assessment Amounts – Method of Apportionment of Assessments” below.

The City has determined that the foregoing method of allocation will result in the imposition of equal shares of the Improvement Area #2 Assessments on Parcels similarly benefitted within Improvement Area #2. The Improvement Area #2 Assessments and interest thereon are expected to be paid in Annual Installments as described above. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developers and all future owners and developers within Improvement Area #2. See “APPENDIX C — Form of Service and Assessment Plan.”

The table below provides the estimated value to lien analysis based on Lot Type in Improvement Area #2.

Estimated Value to Lien Analysis in Improvement Area #2⁽¹⁾

Lot Type	Planned Number of Lots	Estimated Finished Lot Value per Lot ⁽²⁾	Estimated Buildout Value per Lot ⁽³⁾	Estimated Buildout Value per Lot Type ⁽³⁾	Maximum Assessment per Lot ⁽⁴⁾	Estimated Ratio of Finished Lot Value to Maximum Assessment	Estimated Ratio of Buildout Value to Maximum Assessment
35'	6	\$ 90,000	\$420,000	\$ 2,520,000	\$39,826.99	2.26 : 1	10.55 : 1
40'	68	103,000	440,000 <u>432,851</u>	29,920,000 <u>29,434,400</u>	41,723.51	2.47 : 1	10.55 <u>10.37</u> : 1
45'	74	115,875	460,000 <u>497,897</u>	34,040,000 <u>36,848,418</u>	43,620.03	2.66 : 1	10.55 <u>11.41</u> : 1
50'	12	128,750	500,000 <u>561,220</u>	6,000,000 <u>6,734,640</u>	47,413.08	2.72 : 1	10.55 <u>11.84</u> : 1
Total	160			\$72,480,000 <u>\$75,330,666</u>			10.55 <u>10.99</u> : 1

- (1) Preliminary; subject to change. The actual unit counts and estimated buildout value may vary from that shown above. Additionally, the Improvement Area #2 Assessment allocation for each Lot Type may vary, subject to the terms of the Service and Assessment Plan, the PID Act, and other documents associated with the Bonds, and will be finalized for each Parcel at the time such Parcel is platted.
- (2) The estimated finished lot value is derived from the Appraisal. See “APPRAISAL” and “APPENDIX F — Appraisal.”
- (3) Provided by the Managing Developer, per actual sales prices in the District.
- (4) Pursuant to the Service and Assessment Plan, the Improvement Area #2 Assessment per Lot Type may not exceed the Maximum Assessment (as defined herein). See “— Assessment Amounts – Method of Apportionment of Assessments” and “APPENDIX C — Form of Service and Assessment Plan.”

Collection and Enforcement of Assessment Amounts

Under the PID Act, the Annual Installments may be collected in the same manner and at the same time as ad valorem taxes of the City. The Improvement Area #2 Assessments may be enforced by the City in the same manner that an ad valorem tax lien against real property is enforced. Delinquent installments of the Improvement Area #2 Assessments incur interest, penalties, and attorney’s fees in the same manner as delinquent ad valorem taxes. Under the PID Act, the Assessment Lien is a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for State, county, school district or municipality ad valorem taxes. See “BONDHOLDERS’ RISKS — Assessment Limitations” herein.

The City will covenant in the Indenture to collect, or cause to be collected, Improvement Area #2 Assessments as provided in the Assessment Ordinance. No less frequently than annually, City staff or a designee of the City shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Improvement

Area #2 Assessment Roll and a calculation of the Annual Installment for each Parcel. Annual Collection Costs shall be allocated among all Parcels in proportion to the amount of the Annual Installments for the Parcels.

The City will covenant, agree and warrant in the Indenture that, for so long as any Bonds Similarly Secured are Outstanding and amounts are due to the Managing Developer under the Financing Agreement to reimburse it for funds that it has contributed to pay the costs of the Improvement Area #2 Projects, it will take and pursue all actions permissible under Applicable Laws to cause the Improvement Area #2 Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Improvement Area #2 Assessments. See “SECURITY FOR THE BONDS SIMILARLY SECURED — Collection of Assessments and Enforcement of Lien.”

To the extent permitted by law, notice of the Annual Installments will be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City will not be required under any circumstances to purchase or make payment for the purchase of the delinquent Improvement Area #2 Assessment or the corresponding property. See “SECURITY FOR THE BONDS SIMILARLY SECURED — Collection of Assessments and Enforcement of Lien.”

The City expects to implement the basic timeline and procedures for Improvement Area #2 Assessment collections and pursuit of delinquencies set forth in Exhibit C of the Continuing Disclosure Agreement of the Issuer set forth in APPENDIX E-1 and to comply therewith to the extent that the City reasonably determines that such compliance is the most appropriate timeline and procedures for enforcing the payment of delinquent Improvement Area #2 Assessments.

The City will not be required under any circumstances to expend any funds for Delinquent Collection Costs in connection with its covenants and agreements under the Indenture or otherwise other than funds on deposit in the Administrative Fund.

Annual Installments will be paid to the City or its agent. Annual Installments are due when billed on or about November 1 each year and become delinquent on February 1. In the event Improvement Area #2 Assessments are not timely paid, there are penalties and interest as set forth below:

<u>Date Payment Received</u>	<u>Cumulative Penalty</u>	<u>Cumulative Interest</u>	<u>Total</u>
February	6%	1%	7%
March	7%	2%	9%
April	8%	3%	11%
May	9%	4%	13%
June	10%	5%	15%
July	12%	6%	18%

After July, the penalty remains at 12%, and interest increases at the rate of 1% each month. In addition, if an account is delinquent in July, a 20% attorney’s collection fee may be added to the total penalty and interest charge. In general, property subject to lien may be sold, in whole or in parcels, pursuant to court order to collect the amounts due. An automatic stay by creditors or other entities, including governmental units, could prevent governmental units from foreclosing on property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy

court. In most cases, post-petition Improvement Area #2 Assessments are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

Billing and Collection Services Agreement

The City and the County entered into an Agreement for Billing and Collection Services (the “Billing and Collection Services Agreement”), which provides for the collection of Assessment Revenues by the County Tax Assessor-Collector on the City’s behalf. Pursuant to the Billing and Collection Services Agreement, the County Tax Assessor-Collector will bill and collect the Annual Installments by including the amount of the Annual Installment as a line item in the consolidated property tax bill mailed by the County Tax Assessor-Collector to each owner of real property in the District. The County Tax Assessor-Collector will represent the City for all purposes related to the billing and collection of the Annual Installments. The County Tax-Assessor Collector will collect the Annual Installments of the Improvement Area #2 Assessments and remit the amount collected to the City daily by electronic funds transfer, after deducting the amount due to the County as billing and collection fees, as provided in the Billing and Collection Services Agreement. The owners of the Bonds are not third-party beneficiaries of the Billing and Collection Services Agreement and will have no enforcement rights under such agreement. The Billing and Collection Services Agreement may be terminated annually by either party, and the agreement may be amended by the parties at any time without notice to any other party. Accordingly, there is no assurance that the Billing and Collection Services Agreement will not be amended or terminated prior to the maturity date of the Bonds.

Assessment Amounts

Assessment Amounts. The amounts of the Improvement Area #2 Assessments have been established by the methodology described in the Service and Assessment Plan. The Improvement Area #2 Assessment Roll sets forth for each year the Annual Installment for each Parcel within Improvement Area #2. The Improvement Area #2 Assessments may not exceed the amounts shown on the Improvement Area #2 Assessment Roll. The Improvement Area #2 Assessments will be levied against the Parcels comprising the Improvement Area #2 Assessed Property, as indicated on the Improvement Area #2 Assessment Roll. See “APPENDIX C — Form of Service and Assessment Plan.”

The Annual Installments shown on the Improvement Area #2 Assessment Roll will be reduced to equal the actual costs of repaying the Bonds, the Additional Interest and actual Annual Collection Costs (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

Method of Apportionment of Assessments. For purposes of the Service and Assessment Plan, the City Council has determined that the Improvement Area #2 Assessments shall be initially allocated 100% to the Improvement Area #2 Assessed Property. Upon the division of any Improvement Area #2 Assessed Property without the recording of a subdivision plat, the PID Administrator shall reallocate the Improvement Area #2 Assessment for the Improvement Area #2 Assessed Property prior to the subdivision among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meaning:

- A = the Assessment for the newly divided Assessed Property
- B = the Assessment for the Assessed Property prior to division
- C = the Estimated Buildout Value of the newly divided Assessed Property
- D = the sum of the Estimated Buildout Value for all the newly divided Assessed Properties

Upon the subdivision of any Improvement Area #2 Assessed Property based on a recorded subdivision plat, the PID Administrator shall reallocate the Improvement Area #2 Assessment for the Improvement Area #2 Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

- A = the Assessment for the newly subdivided Lot
- B = the Assessment for the Parcel prior to subdivision
- C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type
- D = the sum of the Estimated Buildout Value for all the newly subdivided Lots excluding Non-Benefitted Property
- E = the number of newly subdivided Lots with the same Lot Type

The sum of the Improvement Area #2 Assessment for all newly subdivided Lots shall not exceed the Improvement Area #2 Assessment for the portion of the Improvement Area #2 Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Improvement Area #2 Assessed Property. The reallocation of an Improvement Area #2 Assessment for an Improvement Area #2 Assessed Property that is a homestead under State law may not exceed the Improvement Area #2 Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council. See “APPENDIX C — Form of Service and Assessment Plan.”

The Improvement Area #2 Assessment for any resulting Lot may not exceed the “Maximum Assessment” for such Lot Type. The term “Maximum Assessment” means, for each Lot Type within Improvement Area #2, the amount shown in Exhibit J to the Service and Assessment Plan, which amount will be reduced annually by principal payments made as part of the Annual Installments. See “APPENDIX C — Form of Service and Assessment Plan.”

The following table provides the expected allocation of Improvement Area #2 Assessments based on Lot Type.

Improvement Area #2 Assessment Allocation by Lot Type in Improvement Area #2⁽¹⁾

Lot Type	Planned Number of Lots	Estimated Buildout Value per Lot Type ⁽²⁾	Maximum Assessment per Lot ⁽³⁾	Total Assessment per Lot Type ⁽³⁾	Estimated Average Annual Installment per Lot ⁽⁴⁾	Equivalent Tax Rate per \$100 Assessed Value ⁽⁴⁾
35'	6	\$420,000	\$39,826.99	\$ 238,961.92	\$3,248.50 <u>3.31</u>	\$0.7735 <u>0.7929</u>
40'	68	440,000 <u>432,851</u>	41,723.51	2,837,198.68	\$3,403.19 <u>3.41</u>	\$0.7735 <u>0.8059</u>
45'	74	460,000 <u>497,891</u>	43,620.03	3,227,882.45	\$3,557.88 <u>3.61</u>	\$0.7735 <u>0.7325</u>
50'	12	500,000 <u>561,221</u>	47,413.08	568,956.95	\$3,867.26 <u>3.91</u>	\$0.7735 <u>0.7064</u>
Total/Avg.	160			\$6,873,000.00		\$0.7608

(1) Preliminary; subject to change. The actual unit counts and estimated buildout value may vary from that shown above.
 (2) Provided by the Managing Developer, per actual sales prices in the District.
 (3) Pursuant to the Service and Assessment Plan, the Improvement Area #2 Assessment per Lot Type may not exceed the Maximum Assessment, as shown in the table above. See “APPENDIX C — Form of Service and Assessment Plan.”
 (4) Shown for illustrative purposes only.

The Bonds are secured by a lien on and pledge of the Trust Estate consisting primarily of Pledged Revenues, including the Improvement Area #2 Assessments. See “SECURITY FOR THE BONDS SIMILARLY SECURED” and “APPENDIX C — Form of Service and Assessment Plan.”

Prepayment of Assessments

Voluntary Prepayments. Pursuant to the PID Act and the Indenture, the owner of any Improvement Area #2 Assessed Property may voluntarily prepay (a “Prepayment”) all or part of any Improvement Area #2 Assessment levied against any Lot or Parcel, together with accrued interest to the date of payment, at any time. Upon receipt of such Prepayment, such amounts will be applied towards the redemption or payment of the Bonds. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Improvement Area #2 Assessment are not to be considered a Prepayment, but rather are to be treated as payment of regularly scheduled Improvement Area #2 Assessments.

Mandatory Prepayments. If Improvement Area #2 Assessed Property is transferred to a person or entity that is exempt from payment of the Improvement Area #2 Assessments, the owner transferring the Improvement Area #2 Assessed Property shall pay to the City or the PID Administrator on behalf of the City the full amount of the outstanding Improvement Area #2 Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, for such Improvement Area #2 Assessed Property, prior to the transfer. If the owner of the Improvement Area #2 Assessed Property causes the Improvement Area #2 Assessed Property to become Non-Benefited Property, the owner causing the change in status shall pay the full amount of the outstanding Improvement Area #2 Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the change in status.

True-Up of Assessments if Maximum Assessment Exceeded. Prior to the City approving a final subdivision plat, the PID Administrator will certify that such plat will not result in the Improvement Area #2 Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the PID Administrator determines that the resulting Improvement Area #2 Assessment per Lot for any Lot Type will exceed the Maximum Assessment, then (i) the Improvement Area #2 Assessment applicable to each Lot Type exceeding the Maximum Assessment shall be reduced to the Maximum Assessment, and (ii) the person or entity filing the plat shall pay to the City the amount the Improvement Area #2 Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, prior to the City approving the final plat. The City’s approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay the amounts referenced in the preceding sentence.

Prepayment as a Result of an Eminent Domain Proceeding or Taking. Subject to applicable law, if any portion of any Parcel of Improvement Area #2 Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Improvement Area #2 Assessed Property is made to an entity with the authority to condemn all or a portion of the Improvement Area #2 Assessed Property in lieu of or as a part of an eminent domain proceeding (a “Taking”), the portion of the Improvement Area #2 Assessed Property that was taken or transferred (the “Taken Property”) shall be reclassified as Non-Benefited Property (as defined in the Service and Assessment Plan).

For the Improvement Area #2 Assessed Property that is subject to the Taking as described in the preceding paragraph, the Improvement Area #2 Assessment that was levied against the Improvement Area #2 Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Improvement Area #2 Assessed Property (the Improvement Area #2 Assessed Property less the Taken Property) (the “Remaining Property”) following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Improvement Area #2 Assessment and Annual Installments applicable to the Remaining Property after any required Prepayment as set forth below. The owner will remain liable to pay in Annual Installments, or payable as otherwise provided by the Service and Assessment Plan, as updated, or the PID Act, the Improvement Area #2 Assessment that remains due on the Remaining Property, subject to an adjustment in the Annual Installments applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Improvement Area #2 Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner will be required to make a Prepayment in an amount necessary to ensure that the Improvement Area #2 Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Improvement Area #2 Assessment and Annual Installments applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of Prepayment, with any remainder credited against the Improvement Area #2

Assessment on the Remainder Property. In all instances the Improvement Area #2 Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

Notwithstanding the preceding paragraphs under this subcaption, if the owner of the Taken Property notifies the City and the PID Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Improvement Area #2 Assessment required to buy down the outstanding Improvement Area #2 Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Improvement Area #2 Assessment has been prepaid in full.

Notwithstanding the preceding paragraphs under this subcaption, the Improvement Area #2 Assessment shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirement on all outstanding Bonds.

Reduction of Assessments. If, as a result of cost savings or Improvement Area #2 Projects not being constructed, the Actual Costs of completed Improvement Area #2 Projects are less than the Improvement Area #2 Assessments, the Trustee shall apply amounts on deposit in the Project Fund that are not expected to be used for purposes of the Project Fund to redeem outstanding Bonds. The Improvement Area #2 Assessments shall not, however, be reduced to an amount less than the related outstanding Bonds.

The PID Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Improvement Area #2 Assessment Roll and corresponding Annual Installments to reflect the reduced Improvement Area #2 Assessments.

Priority of Lien

The Improvement Area #2 Assessments or any reassessment, the expense of collection, and reasonable attorney's fees, if incurred, constitute a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for the State, county, school district or municipality ad valorem taxes, and are a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of the Assessment Ordinance until the Improvement Area #2 Assessment is paid and may be enforced by the City in the same manner as an ad valorem tax levied against real property may be enforced by the City. The owner of any Improvement Area #2 Assessed Property may pay the entire Improvement Area #2 Assessment levied against any Lot or Parcel, together with accrued interest to the date of payment, at any time. See "ASSESSMENT PROCEDURES — Prepayment of Assessments."

Foreclosure Proceedings

In the event of delinquency in the payment of any Annual Installment, except for unpaid Improvement Area #2 Assessments on homestead property (unless the lien associated with the assessment attached prior to the date the property became a homestead), the City is empowered to order institution of an action in state district court to foreclose the lien of such delinquent Annual Installment. In such action the real property subject to the delinquent Annual Installments may be sold at judicial foreclosure sale for the amount of such delinquent Annual Installments, plus penalties and interest.

Any sale of property for nonpayment of an installment or installments of an Improvement Area #2 Assessment will be subject to the lien established for remaining unpaid installments of the Improvement Area #2 Assessment against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent installments of the Improvement Area #2 Assessments against such property as they become due and payable. Judicial foreclosure proceedings are not mandatory. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and in such event, there could be an additional delay in payment of the

principal of and interest on Bonds or such payment may not be made in full. The City is not required under any circumstance to purchase or make payment for the purchase of the delinquent Improvement Area #2 Assessment on the corresponding Improvement Area #2 Assessed Property.

The City will covenant in the Indenture to take and pursue all reasonable actions permissible under Applicable Laws to cause the Improvement Area #2 Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption in the Improvement Area #2 Assessments, provided that the City is not required to expend any funds for collection and enforcement of Improvement Area #2 Assessments other than funds on deposit in the Administrative Fund. Pursuant to the Indenture, Foreclosure Proceeds (excluding Delinquent Collection Costs) constitute Pledged Revenues to be deposited into the Pledged Revenue Fund upon receipt by the City and distributed in accordance with the Indenture. See “APPENDIX B — Form of Indenture.” See also “APPENDIX E-1 — Form of Disclosure Agreement of the Issuer” for a description of the expected timing of certain events with respect to collection of the delinquent Improvement Area #2 Assessments.

The City will not be obligated to fund foreclosure proceedings out of any funds other than in the Administrative Fund. If Pledged Revenues are insufficient to pay foreclosure costs, the owners of the Bonds may be required to pay amounts necessary to continue foreclosure proceedings. See “APPENDIX B — Form of Indenture” and “APPENDIX C — Form of Service and Assessment Plan.”

THE CITY

The City is located in northwestern Hays County, 21 miles west of Austin along U.S. Highway 290. The City covers approximately 3.3 square miles. The City’s 2020 census population was 4,650. The City’s 2024 population estimate is ~~6,250~~8,689.

The City is a political subdivision formed in 1981 and is a Type A general law municipality of the State of Texas, duly organized and existing under the laws of the State. ~~The~~ City Council is comprised of the Mayor and five Council members who are elected for staggered two-year terms. The City Council formulates operating policy for the City, while the City Administrator is the chief administration officer.

The current members of the City Council and their respective expiration of terms of office and the principal officials of the City are shown on page ii hereof. General information regarding the City and the surrounding area can be found in “APPENDIX A — General Information Regarding the City.”

Wastewater Service Agreement

The City and the Original Owner entered into the Wastewater and Impact Fee Agreement effective as of October 17, 2017, as assigned to the Developers (as amended, the “Wastewater Service Agreement”), pursuant to which the City agreed to provide wastewater service to the District and the Developers agreed to construct certain improvements necessary to provide such service. The City is providing wastewater service pursuant to its Texas Commission of Environmental Quality (“TCEQ”) Wastewater Permit No. WQ0014488001 (the “TLAP Permit”) and Permit No. WQ0014488003 (the “Discharge Permit”). Wastewater service by the City to the Development will be initiated in three stages, based upon the corresponding wastewater system permitting plans of the City, which will total 700 living equivalent units (“LUEs”), as follows:

Stage 1 Service. The City will provide wastewater service to the Development through the City’s wastewater system (the “System”) in an initial amount of 150 LUEs (the “Stage 1 LUEs”). The City will make this wastewater service available to Improvement Area #1 upon issuance of an amendment to the TLAP Permit (the “Amendment 1”) and Developers’ construction of the “Stage 1 Facilities,” which consist of the wastewater facilities, equipment, or related improvements necessary to serve Improvement Area #1 with the Stage 1 LUEs and located between the structures on Improvement Area #1 including the off-site wastewater lines between the District and the existing City facilities located on Sportsplex Drive and Mercer Street. The Stage 1 Facilities are considered Improvement Area #1 Improvements reimbursed with Improvement Area #1 Bond proceeds. The Amendment 1 has

been issued and the Managing Developer completed construction of the Stage 1 Facilities, which have been accepted by the City.

While the Stage 1 Service will only provide 150 LUEs and Improvement Area #1 is expected to include 158 single-family homes, the Developers expect to have the Stage 2 LUEs (as defined below) available well in advance of the completion of 150 homes within Improvement Area #1.

Stage 2 Service. The City will provide wastewater service to the Development through the System in a subsequent and additional amount of 330 LUEs (the “Stage 2 LUEs”). The City will make this wastewater service available to the Development through the onsite wastewater treatment plant (“Onsite WWTP”) that the Developer elected to permit and construct. The Developers began construction of the Onsite WWTP ~~Facilities and its facilities~~ and the Heritage Stage 2 Effluent Disposal Field in February of 2024, and expects to complete such construction in December of 2024. The Onsite WWTP and its ~~Facilities~~ facilities will be decommissioned and removed within 120 days after the City’s Discharge Permit Facilities are completed, operational and capable of providing service to the Development. ~~[Will bond proceeds be used to construct the Onsite WWTP and its Facilities? If a potential for abandonment, check with bond counsel to see if such improvements can be finance with bond proceeds.][Developer to confirm when construction of the Onsite WWTP and its Facilities began and is expected to be completed.][City to confirm there will be sufficient wastewater treatment capacity to serve IA#2]~~

The Discharge Permit was issued in March 2019; however, the permit has been the subject of administrative and judicial appeals. On December 13, 2022, the Court of Appeals Eighth District of Texas has held that the permit was lawfully issued, and the court “affirm[ed] the order of the Executive Director approving the permit.” A Motion for Rehearing was filed and was denied by the Court of Appeals on March 6, 2023. A petition for review was filed by Save Our Springs on May 4, 2023, in the Supreme Court of Texas. On September 29, 2023, the Supreme Court ordered a full briefing on the merits. All briefs have now been submitted. On June 14, 2024, the Supreme Court granted the Petition for Review, which means that the Supreme Court will be considering the merits of the case. Oral argument on the case is set for October 1, 2024. While the Court has no deadline in which to issue an opinion, a decision is expected in late spring/early summer 2025.

The construction costs of the Onsite WWTP will be funded by the Developers and are expected to constitute Future Improvement Area Improvements, a portion of which are expected to be reimbursed with proceeds of the Future Improvement Area Bonds.

Upon completion, the Onsite WWTP will be dedicated to the City as a public improvement and the site of the Onsite WWTP (and the associated drip irrigation fields) will be leased to the City (“WWTP Lease”). The WWTP Lease shall be in the amount of \$100.00 per year during the term of the lease. Additionally, upon completion of construction of the Onsite WWTP and the relevant phase of the Stage 2 Onsite Facilities or the Stage 3 Onsite Facilities (as defined in the Wastewater Service Agreement) needed to connect such facilities to the phase of lots requiring wastewater service, the City shall provide retail wastewater service to the Development for the Stage 2 LUEs and the Stage 3 LUEs in the same manner as the City has otherwise herein agreed to serve such LUEs. Within 120 days after (i) the Discharge Permit Facilities are completed, operational and capable of providing service to the Development, or (ii) the City otherwise provides notice that it has facilities that are completed, operational and capable of providing service to the Stage 2 LUEs and Stage 3 LUEs at the Development, then the City shall stop use of the Onsite WWTP for treatment of wastewater. The City shall fully cooperate with the Developers to decommission the Onsite WWTP and terminate the WWTP Lease at the Developers’ sole cost and expense.

The Developers have agreed to construct and, subject to the potential receipt of the City Share (as defined below), fund the Construction Costs of the Effluent Transmission Line and shall construct such line as a condition for service for any of the Stage 2 LUEs. All construction costs for the Effluent Transmission Line shall be funded pro-rata by the Developers and any other person that obtains capacity in the System (at any time, whether such capacity is obtained before or after the completion of construction of the Effluent Transmission Line) as a result of use of the Effluent Transmission Line (but not by persons who use the Effluent Transmission Line solely for receipt of treated effluent for beneficial reuse). To the extent that the Developers’ pro-rata share of the actual construction costs for the Effluent Transmission Line exceeds \$2,660,054 (to be adjusted from 2017 dollars by the Handy-Whitman water industry construction index) (“ETL Threshold”), the Developers will be responsible for their pro-rata share of one-half of the actual construction costs for the Effluent Transmission Line that exceed the ETL

Threshold and the City will be responsible to fund one-half of the actual construction costs that exceed the ETL Threshold (although City's liability under this provision shall be capped at \$200,000 (the "City's Share")). The Developers' construction costs of the Effluent Transmission Line are expected to constitute Future Improvement Area Improvements, a portion of which are expected to be reimbursed with proceeds of the Future Improvement Area Bonds.

Stage 3 Service. The City will provide wastewater service to the Development through the System in a final additional amount of 220 LUEs (the "Stage 3 LUEs") in the same manner that it is providing for the Stage 2 LUEs.

Upon issuance by TCEQ of the Discharge Permit and upon obtaining funding for the Discharge Permit Facilities, the City shall initiate design and construction of the Discharge Permit Facilities and the Force Main Improvements. The City has obtained funding for the construction of such facilities from the Texas Water Development Board and has issued its Combination Tax and Surplus Revenues Certificates of Obligation, Series 2022 in connection therewith. All construction costs of the Force Main Improvements shall be funded pro-rata by the Developers and other users of the Force Main Improvements. The Developers' construction costs of the Force Main Improvements are expected to constitute Future Improvement Area Improvements, a portion of which are expected to be reimbursed with proceeds of the Future Improvement Area Bonds. The Developers shall have no funding obligation for any portion of the Discharge Permit Facilities.

Upon completion of the construction of the upgrades to the System authorized by the Discharge Permit, the City's use of the Heritage Stage 2 Effluent Disposal Field for disposal of treated effluent shall cease. The Developers shall have the responsibility to remove or abandon any facilities or drain lines located within the area of the Heritage Stage 2 Effluent Disposal Field at their cost. ~~Will bond proceeds be used to construct effluent Disposal field? If a potential for abandonment, check with bond counsel to see if such improvements can be finance with bond proceeds.~~

The Managing Developer expects to (i) construct the Stage 2 Onsite Facilities and Stage 3 Onsite Facilities as part of the Future Improvement Area Improvements for the applicable Future Improvement Area, and (ii) commence construction of the Force Main Improvements by the second quarter of 2025 and complete such construction by the second quarter of 2026. To be update by City and Developer.

THE DISTRICT

General

The PID Act authorizes the City to create public improvement districts within its boundaries or extraterritorial jurisdiction and to impose assessments within the public improvement district to pay for certain improvements. The District was created by the City in accordance with the PID Act by a resolution adopted by the City Council on November 14, 2017 in accordance with the PID Act (the "Creation Resolution"), for the purpose of undertaking and financing, in phases, the cost of certain public improvements within the District, including the Improvement Area #2 Projects, authorized by the PID Act and approved by the City Council that confer a special benefit on the portion of the District property being developed in a phase. The District is not a separate political subdivision of the State and is governed by the City Council. Maps showing various boundaries in the District, as well as the current concept plan for the District are on pages v-viii.

Powers and Authority of the City

Pursuant to the PID Act, the City may establish and create the District and undertake, or reimburse a property owner for the costs of, improvement projects that confer a special benefit on property located within the District, including Improvement Area #2. The PID Act provides that the City may levy and collect the Improvement Area #2 Assessments on property in Improvement Area #2 of the District, or portions thereof, payable in periodic installments based on the benefit conferred by an improvement project to pay all or part of its cost.

Pursuant to the PID Act and the Creation Resolution, the City has the power to undertake, or reimburse a property owner for the costs of, the financing, acquisition, construction, or improvement of the Improvement Area #2 Improvements. See “THE IMPROVEMENT AREA #2 AUTHORIZED IMPROVEMENTS.” Pursuant to the authority granted by the PID Act and the Creation Resolution, the City has determined to undertake the construction, acquisition, or purchase of certain street, drainage, wastewater, and trail and landscaping improvements comprising the Improvement Area #2 Projects and to finance a portion of the costs thereof through the issuance of the Bonds. The City has further determined to provide for the payment of debt service on the Bonds through Pledged Revenues. See “ASSESSMENT PROCEDURES” and “APPENDIX C — Form of Service and Assessment Plan.”

District Collection and Delinquency of Assessments

Improvement Area #1. On June 6, 2023, the City levied the Improvement Area #1 Assessments on assessable property in Improvement Area #1, through the City Council’s adoption of an assessment ordinance and approval of the initial service and assessment plan for the District (the “2023 Service and Assessment Plan”). The initial annual installments of Improvement Area #1 Assessments were billed on or about October of 2023 and became due and payable on or before January 31, 2024. The following table shows the collection and delinquency history of the Improvement Area #1 Assessments.

Collection and Delinquency History of Improvement Area #1 Assessments

Assessments Due 1/31 ⁽¹⁾	Total Annual Installments Levied	Parcels Levied	Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Total Annual Installments Collected ⁽²⁾
2024	\$561,230.32	158	\$65,884.86	11.74%	N/A	N/A	\$550,501.36 ⁽³⁾

- (1) Pursuant to Section 31.031, Texas Tax Code, certain veterans, persons aged 65 or older, and the disabled, who qualify for an exemption under either Section 11.13(c), 11.32, or 11.22, Texas Tax Code, are eligible to pay property taxes in four equal installments (“Installment Payments”). Effective January 1, 2018, pursuant to Section 31.031(a-1), Texas Tax Code, the Installment Payments are each due before February 1, April 1, June 1, and August 1. Each unpaid Installment Payment is delinquent and incurs penalties and interest if not paid by the applicable date.
- (2) Excludes penalties and interest and any prepayments of Improvement Area #1 Assessments.
- (3) Collections as of June 15, 2024.

THE COLLECTION AND DELINQUENCY HISTORY OF THE IMPROVEMENT AREA #1 ASSESSMENTS IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY; NO ASSURANCE CAN BE GIVEN THAT THE COLLECTION OF THE IMPROVEMENT AREA #2 ASSESSMENTS WILL MIRROR THE COLLECTION HISTORY OF THE IMPROVEMENT AREA #1 ASSESSMENTS. THE IMPROVEMENT AREA #1 ASSESSMENTS ARE NOT SECURITY FOR THE PAYMENT OF THE BONDS.

THE IMPROVEMENT AREA #2 AUTHORIZED IMPROVEMENTS

General

The Improvement Area #2 Authorized Improvements consist of the (i) Improvement Area #2 Major Improvements, (ii) Improvement Area #2 Improvements, (iii) Bond Issuance Costs and (iv) Administrative Reserves, each as described below. A portion of the costs of the Improvement Area #2 Authorized Improvements will be funded with proceeds of the Bonds. The balance of the costs of the Improvement Area #2 Authorized Improvements have been or will be paid by the Developers under the terms of the JODA, the Financing Agreement and the Service and Assessment Plan. See “APPENDIX C — Form of Service and Assessment Plan” and “APPENDIX G — Financing Agreement.”

Improvement Area #2 Authorized Improvements

Major Improvements. The Improvement Area #2 Authorized Improvements consist of Improvement Area #2’s allocable share of the following Major Improvements:

Roadway. Improvements including subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk,

roundabout improvements, street lights, striping, concrete, signalization at the intersection of Ranch Road 12 and Roger Hanks Parkway, and reinforcing steel for collector roadways and slip streets. The grading associated with collector and slip street construction is included. The erosion control associated with collector and slip street construction and wet pond construction is included. Mobilization costs are included. The signalization of RM 12 and Roger Hanks Parkway/Brookside Street and the channelized southbound right-turn movement on RM 12 at Roger Hanks Parkway/Brookside Street will be dedicated to TxDOT (as defined herein).

Drainage. Improvements including storm pipe, storm manholes, junction boxes, headwalls, area inlets, curb inlets, manhole casting adjustments, wet pond improvements, and trench safety program associated with drainage improvements.

Trails and Landscaping. Improvements necessary to construct the 10' hike and bike trail that runs East to West along North Roger Hanks Parkway, the 8' hike and bike trail that runs from the Northern overall property boundary to the Southern overall property boundary and Entry Monumentation improvements at the intersection of Ranch Road 12 and North Roger Hanks Parkway.

Soft Costs. Estimated to be 16% of hard costs, inclusive of a 4% construction management fee.

Improvement Area #2 Improvements. The Improvement Area #2 Authorized Improvements consist of the following Improvement Area #2 Improvements:

Roadway. Subgrade stabilization (including lime treatment and compaction), curb and gutter, road base construction, hot mix asphalt, curb ramps, sidewalk, roundabout improvements, street lights, striping, concrete, mobilization, erosion control, and reinforcing steel for internal roadways.

Drainage. Trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #2.

Wastewater. Trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Parcel within Improvement Area #2.

Landscaping. Landscaping improvements including plantings, and a pocket park within Improvement Area #2.

Soft Costs. Estimated to be 16% of hard costs, inclusive of a 4% construction management fee.

Bond Issuance Costs. The Improvement Area #2 Authorized Improvements also consist of the following "Bond Issuance Costs": costs associated with issuing the Bonds, if issued, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, reserve fund requirements, underwriter's discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of the Bonds.

Administrative Reserves. The Improvement Area #2 Authorized Improvements also include the "Administrative Reserves," which are the estimated first two year's Annual Collection Costs allocable to the Bonds.

Costs of Improvement Area #2 Authorized Improvements

The following table reflects the expected total costs of the Improvement Area #2 Authorized Improvements, a portion of which are expected to be financed with proceeds of the Bonds.

Estimated Improvement Area #2 Authorized Improvements Costs⁽¹⁾

<u>Type of Improvement Area #2 Authorized Improvement</u>	<u>Total Cost</u>
<i>Major Improvements⁽²⁾</i>	
Roadway	\$ 1,533,717
Drainage	795,772
Trails and Landscaping	120,587
Soft Costs	392,012
Subtotal	\$ 2,842,088
<i>Improvement Area #2 Improvements</i>	
Roadway	\$ 1,898,122
Drainage	1,604,672
Wastewater	1,317,125
Landscaping	624,657
Soft Costs	871,132
Subtotal	\$ 6,315,708
<i>Bond Issuance Costs</i>	
Deposit to Reserve Account	\$ 506,441 501,729
Capitalized Interest	357,826 351,812
Underwriter Discount	206,190
Costs of Issuance	482,543 483,269
Subtotal	\$ 1,553,0001,543,000
<i>Administrative Reserves</i>	\$ 80,000
Total⁽³⁾	\$10,790,79510,780,797

(1) Preliminary; subject to change. Derived from information in the Service and Assessment Plan.
 (2) The total estimated costs of the Major Improvements are \$11,371,881. The Major Improvements have been allocated 25.61% to Improvement Area #1, 24.99% to Improvement Area #2 and 49.39% to the Future Improvement Areas based on Estimated Buildout Value as shown on Exhibit K of the Service and Assessment Plan.
 (3) Totals may not add due to rounding.

The costs of the Improvement Area #2 Projects are based on information provided by the Managing Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City and were approved by the City Council. The total costs of all the Improvement Area #2 Authorized Improvements are expected to be approximately \$~~10,790,795~~10,780,797*, a portion of which in the approximate amount of \$6,873,000, are expected to be financed with proceeds of the Bonds. The balance of the costs of the Improvement Area #2 Authorized Improvements, in the total approximate amount of \$~~3,917,795~~3,907,797*, have been financed by the Developers and will not be reimbursed by the City. The Managing Developer has completed construction of all of the Improvement Area #2 Projects, which were accepted by the City in July 2024.

* Preliminary; subject to change.

Ownership and Maintenance of Improvement Area #2 Projects

The Improvement Area #2 Improvements and the Major Improvements, except for the TxDOT Improvements (as defined herein), will be dedicated to the City and will constitute a portion of the City’s infrastructure improvements. The TxDOT Improvements will be dedicated to and maintained by the Texas Department of Transportation (“TxDOT”). The City will provide for the ongoing maintenance and repair of the remaining Improvement Area #2 Projects, except for the parks and trail improvements, which will be dedicated to the City by plat and maintained by the HOA on behalf of the City, pursuant to a license and maintenance agreement.

THE DEVELOPMENT

The following information has been provided by the Developers. Certain of the following information is beyond the direct knowledge of the City and the Underwriter, and neither the City nor the Underwriter have any way of guaranteeing the accuracy of such information.

Overview

The Development is a master-planned mixed-use development within the City and the County. The Development is comprised of approximately 188,943 acres and is located west of Ranch Road 12, northeast of Sportsplex Drive and approximately one mile north of Highway 290.

Development Plan and Status of Construction

The District is expected to be developed in four Improvement Areas beginning with the construction of the Major Improvements and the Improvement Area #1 Improvements, and following with the construction of the Improvement Area #2 Improvements. The Developers anticipate that such development will follow with the construction of the Future Improvement Area Improvements in the remaining two Improvement Areas based on market demand. The Development is expected to include approximately 595 single-family residential lots and approximately 105 multifamily units. Improvement Area #1 includes 158 lots, consisting of 12 40’ lots, 100 45’ lots and 46 50’ lots. Improvement Area #2 includes 160 lots, consisting of 6 35’ lots, 68 40’ lots, 74 45’ lots and 12 50’ lots. The Future Improvement Areas are expected to include approximately 277 lots, consisting of 45 35’ lots, 34 40’ lots, 134 45’ lots and 64 50’ lots, and approximately 105 multifamily units. The following table shows the expected number and type of lots within each Improvement Area of the District.

Expected Single-Family Lots within the Development

Lot Size	Improvement Area #1 ⁽¹⁾	Improvement Area #2	Improvement Area #3 ⁽²⁾	Improvement Area #4 ⁽²⁾	Total number of Lots
35’	-	6	45	0	51
40’	12	68	34	0	114
45’	100	74	59	75	308
50’	46	12	25	39	122
Total	158	160	163	114	595

⁽¹⁾ Numbers include lots on which homebuilders have built 2 model homes.

⁽²⁾ The Future Improvement Areas consist of Improvement Areas #3-4. Lot counts within such Improvement Areas are estimated, preliminary and subject to change.

The Managing Developer, on behalf of Tri Pointe, completed construction of the Improvement Area #1 Improvements and a portion of the Major Improvements, including the Improvement Area #1 Major Improvements, which were accepted by the City in January of 2023. The Managing Developer completed construction of the Improvement Area #2 Improvements and a portion of the Major Improvements, including the Improvement Area #2 Major Improvements, in July of 2024. The City accepted the Improvement Area #2 Improvements and Improvement Area #2 Major Improvements in July of 2024. The Managing Developer expects to complete construction of the remaining Major Improvements by the second quarter of 2026. See “THE DEVELOPMENT — Offsite Road and Trail Agreement,” “— Traffic Impact Analysis” and “— Wastewater Service Agreement” below.

In addition to the Authorized Improvements, the Managing Developer will construct (i) the Water Improvements and (ii) the Amenities. See “THE DEVELOPMENT — Water Improvements” and “— Amenities” below.

Single-Family and Multifamily Development

Single Family Development. Pursuant to the JODA, the Developers expect to each build 50% of the homes within the District. As of June 30, 2024, in Improvement Area #1, (i) the Managing Developer has closed and delivered to homeowners 65 homes and has 7 homes under contract with homeowners and (ii) Tri Pointe has closed and delivered to homeowners 41 homes and has 19 homes under contract with homeowners. As of June 30, 2024, in Improvement Area #2, (i) the Managing Developer has yet to begin construction on homes, but has 8 homes under contract with homeowners and (ii) Tri Pointe has yet to begin construction on homes and has yet to have any homes under contract with end-users. For more information regarding the status of single-family home construction and sales in the District, see table “Status of Single-Family Lot and Home Construction in the District” below. For expected home prices within Improvement Area #2, see the estimated buildout values per lot under “ASSESSMENT PROCEDURES — Assessment Methodology – Estimated Value to Lien Analysis in Improvement Area #2.”

The Developer’s current expectations regarding the actual and expected build-out and absorption schedule, and the status of lot and home construction, and sale of homes to homeowners in the District are as follows:

Actual and Expected Build-Out and Absorption Schedule of the District⁽¹⁾

Improvement Area	Lot Type/Size	Number of Lots	Actual/Expected Infrastructure Completion Date	Actual/Expected Initial Date of Single-Family Homes Closed with Homeowners	Actual/Expected Final Date of Single-Family Homes Closed with Homebuyers
1	35'	-	N/A	N/A	N/A
1	40'	12	1/3/2023	10/2023	5/2024
1	45'	100	1/3/2023	8/2023	12/2024
1	50'	46	1/3/2023	8/2023	12/2024
2	35'	6	7/2024	6/2025	6/2026
2	40'	68	7/2024	11/2024	6/2026
2	45'	74	7/2024	1/2025	7/2026
2	50'	12	7/2024	1/2025	12/2025
3	35'	45	8/2025	2/2026	8/2027
3	40'	34	8/2025	2/2026	8/2027
3	45'	59	8/2025	2/2026	6/2027
3	50'	25	8/2025	2/2026	1/2027
4	35'	-			
4	40'	-			
4	45'	75	9/2026	3/2027	6/2028
4	50'	39	9/2026	3/2027	8/2028
Total		595			

⁽¹⁾ These projections regarding final buildout and final sale dates were provided by the Managing Developer. Numbers include model homes.

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The following table shows the status of single-family lot and home construction in Improvement Area #1 and Improvement Area #2 of the District as of June 30, 2024.

Status of Single-Family Lot and Home Construction in the District

IA#	Product Type	Lots	Lots Developed	Lots owned by Developers	Homes under Construction ⁽¹⁾	Homes under contract w/ Homebuyer	Homes closed to Homebuyer
1	35'	-	-	-	-	-	-
1	40'	12	12	0	0	0	12
1	45'	100	100	40	30	22	60
1	50'	46	46	12	4	4	34
2	35'	6	6	6	0	0	0
2	40'	68	68	68	0	3	0
2	45'	74	74	74	0	3	0
2	50'	12	12	12	0	2	0
Total		318	318	212	34	34	106

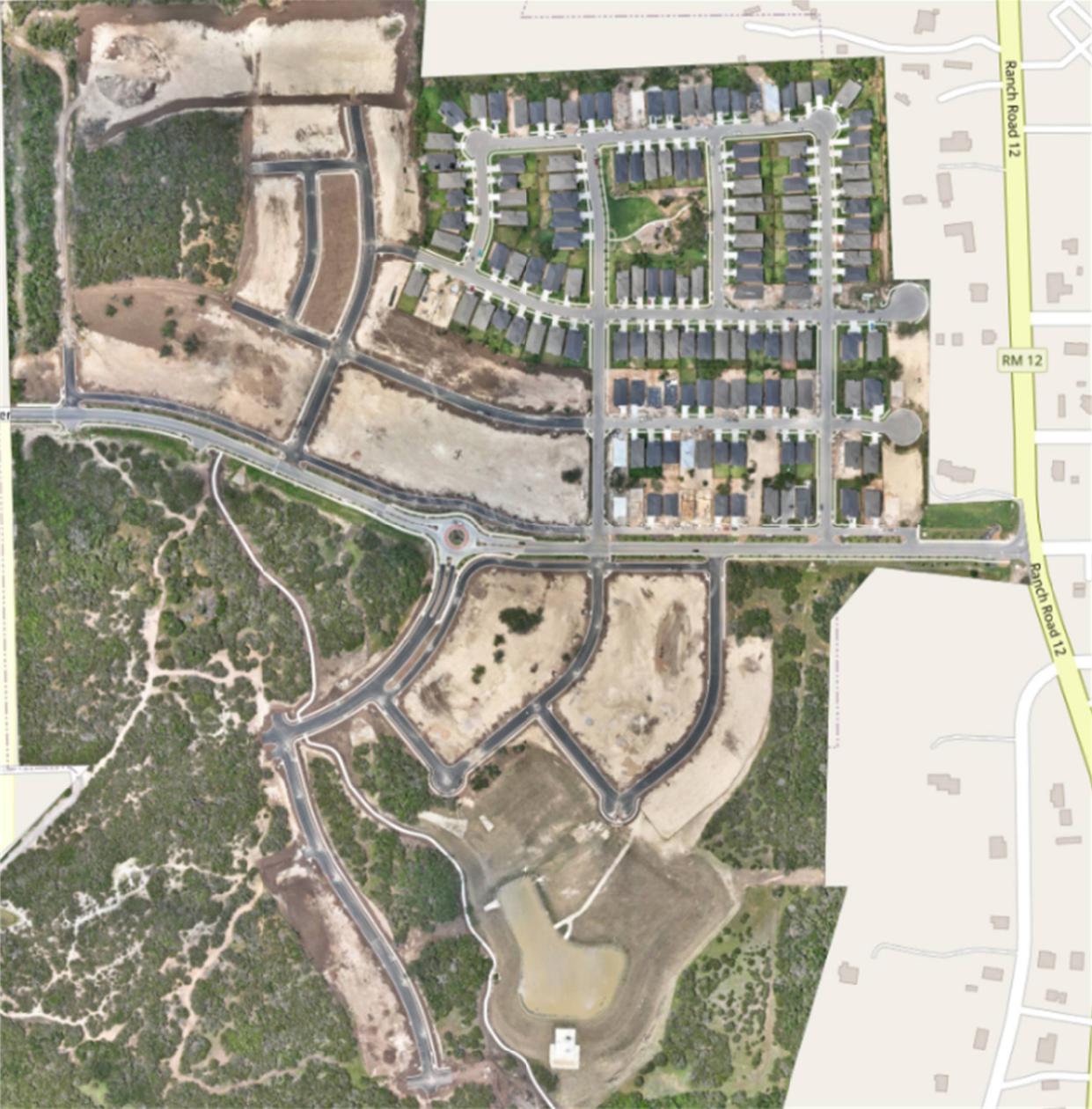
⁽¹⁾ Includes lots with active building permits for home construction.

Multifamily Development. The Developers expect to sell the multifamily tract in the Future Improvement Areas to a multifamily developer who will be responsible for the vertical construction of the 105 multifamily units. The Developers do not currently have any purchase agreements or letters of intent for the multifamily tract.

Photographs

The following are photographs of the current construction within the District.







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The following photographs show Tri Pointe's model home and homes under construction.





The following photographs show the Managing Developer’s model home and homes under construction.



Offsite Road and Trail Agreement

Pursuant to the Offsite Road and Trail Agreement between the City and the Original Owner, as assigned to the Developers (the “Offsite Road and Trail Agreement”), the Developers agreed to construct (i) the offsite section of the Roger Hanks roadway extension (the “Roger Hanks Extension”) and (ii) a 10’ concrete offsite trail extension from the on-site trail system within the District to Mercer Street (the “Offsite Trail”). A portion of the costs of the Roger Hanks Extension are considered a Major Improvement, which may be reimbursed with proceeds of the Bonds and any Future Improvement Area Bonds, in accordance with the respective Improvement Area’s allocable share of the costs. The Managing Developer commenced construction of the Roger Hanks Extension in March of 2023 and completed construction in September of 2023 with City acceptance occurring in February of 2024. The total costs to complete the Roger Hanks Extension was approximately \$3,339,463, of which 30% is eligible for reimbursement.

[P3 to confirm]

The Offsite Trail is not considered an Authorized Improvement and the costs to construct the Offsite Trail will be paid by the Developers without reimbursement by the City. The Developers are not required to commence construction of the Offsite Trail until the City has acquired all necessary right-of-way or easements to construct the Offsite Trail. The City has not yet provided the necessary right-of-way or easements.

Traffic Impact Analysis

Kimley Horn prepared a Traffic Impact Analysis for the District (the “TIA”) dated November 19, 2020. In accordance with the findings of the TIA, the Developers agreed to construct the following improvements, all of which constitute Major Improvements:

- Roger Hanks Extension at an expected cost \$3,339,463, 30% of which is allocated to the District and is eligible for reimbursement; to be dedicated to the City; construction commenced March of 2023
 - Completed September 2023
 - Accepted by the City on February 6, 2024
- Signalization of RM 12 and Roger Hanks Parkway/Brookside Street at an expected cost of \$375,000; to be dedicated to TxDOT pursuant to a donation agreement; construction commencement will be dependent on when traffic counts warrant the signal (the “Signalization Improvement”)
 - Scheduled for completion August 2024.
- Channelized southbound right-turn movement on RM 12 at Roger Hanks Parkway/Brookside Street at a cost of \$50,000; completed in January of 2023 and dedicated to TxDOT (the “Channelized Southbound Lane” and, together with the Signalization Improvement, the “TxDOT Improvements”)
- Eastbound right-turn lane on Roger Hanks Parkway at RM 12 at a cost of \$150,000; completed and accepted by the City in January of 2023
- Westbound right-turn lane on Sportsplex Drive at Baird Lane at an expected cost of \$225,000; to be dedicated to City; expected to be installed in the fourth quarter of 2025
- Southbound left-turn lane on Baird Lane at Sportsplex Drive at an expected cost of \$225,000; to be dedicated to City; expected to be installed in the fourth quarter of 2025.

Water Improvements

Dripping Springs Water Supply Corporation agreed to provide retail water service for 700 LUEs in the District (which shall include any use by the HOA or the Amenities), in a phased manner, in accordance with a Nonstandard Water Service Agreement (the “Water Service Agreement” and, together with the Offsite Road and Trail Agreement and the Wastewater Service Agreement, the “PID Agreements”). DSWSC is under no obligation to provide water service to the District or an Improvement Area therein until (i) a final plat for the District, or an Improvement Area, has been recorded, (ii) upon completion and acceptance of the applicable Water Improvements necessary to serve the respective Improvement Area, and (iii) all required fees and charges have been paid. The final plat for Improvement Area #2 has been recorded.

In order to reserve the necessary LUEs, beginning with the first full calendar month following the effective date of the Water Service Agreement, the Developers were required to pay to the DSWSC a monthly reserved

service charge for the first 70 LUEs out of the total of 700 LUEs. In order to reserve service for the remaining 630 LUEs, the Developers are required to pay DSWSC a monthly reserved service charge, on a phase-by-phase basis, that shall begin for any phase on the date of recording of the final plat for the respective phase in accordance with the number of lots platted in such phase. The Developers have paid the initial reservation charge and the additional monthly service charge for the first 158 LUEs.

Under the Water Service Agreement, the Developers agreed to construct all water transmission and distribution facilities, lines, mains, storage facilities, pump stations, residential and other connections necessary to distribute water to customers located in the District (the “Internal Facilities”) and all water mains, water lines, and related fittings, equipment and appurtenances necessary to transmit water from DSWSC’s water system to the District (the “Offsite Facilities”) and, together with the Internal Facilities, the “Water Improvements”) and finance such construction without reimbursement by DSWSC. The Managing Developer completed construction of the Water Improvements necessary to serve Improvement Area #1, and they were accepted by DSWSC in January of 2023. The Managing Developer has also completed construction of the Water Improvements necessary to serve Improvement Area #2 for the approximate amount of \$983,434, and they were accepted by DSWSC in June of 2024. The Managing Developer expects to construct the ~~[Water Improvements]~~ [Internal Facilities] necessary to serve each Future Improvement Area concurrently with construction of the respective Future Improvement Area Improvements.

Development Agreement

On October 17, 2017, the City, the Original Owner, and BobWhite entered into the Annexation and Development Agreement Planned Development District No. 5: Heritage Subdivision between the City, as assigned to the Developers (the “Development Agreement”), to provide standards for developing the District, and to provide for the development of certain public and private improvements, as discussed further herein. On July 16, 2024, the City approved Resolution No. 2024-R14 consenting and assigning all rights, interests and obligations of BobWhite under the Development Agreement to the Managing Developer.

Financing Agreement

The City and the Managing Developer entered into the Financing Agreement, which provides, in part, for the deposit of the Improvement Area #2 Assessments and the proceeds from the issuance and sale of the Bonds, and the payment of the Actual Costs of the Improvement Area #2 Projects. In the Financing Agreement, the Managing Developer agreed to pay the costs of constructing the Improvement Area #2 Projects that are not paid from proceeds of the Bonds or the Improvement Area #2 Assessments without reimbursement by the City. The Financing Agreement provides that (i) the maximum aggregate principal amount of bonds for the District (“PID Bonds”) that may be issued is \$27,500,000, (ii) the final maturity for any PID Bonds may not be later than 30 years from the date of issuance of the first series of PID Bonds for the Improvement Area in question, and (iii) the targeted annual installment equivalent tax rate (inclusive of total debt service, prepayment and delinquency reserve fund contributions and administrative expenses) at the time the assessments are levied is \$0.73 per \$100 of valuation (based on the estimated buildout values at the time the Service and Assessment Plan is adopted). The \$0.73 targeted annual installment equivalent tax rate is not intended to be a maximum amount that may not be exceeded. The Annual Installment for Improvement Area #2 as an equivalent tax rate is ~~\$0.77350.7608~~ \$0.7608 per \$100 of valuation.

Amenities

In accordance with the PDD Ordinance (as defined herein) and the Development Agreement, the Developer plans to construct the following “Amenities:” (i) four pocket parks, one in each Improvement Area; (ii) hike and bike trails across all Improvement Areas; (iii) at least two playgrounds, including one in Improvement Area #2 and one at the Amenity Center location; and (iv) an amenity center, consisting of a resort style pool, the aforementioned playground, restrooms and a parking area (collectively, the “Amenity Center”), as depicted in the map on the following page. The pocket parks, the playground in Improvement Area #2 and the hike and bike trails will be dedicated to the City and operated and maintained by the HOA. The Amenity Center will be located in Improvement Area #2 and will be owned, operated, and maintained by the HOA.

The pocket park and playground in Improvement Area #2 are considered Improvement Area #2 Improvements eligible to be reimbursed with Bond proceeds. The pocket parks in the Future Improvement Areas are expected to be considered Future Improvement Area Improvements anticipated to be reimbursed with proceeds of the Future Improvement Area Bonds, if any. The estimated cost for each pocket park is approximately \$250,000. The Managing Developer expects to begin construction of the pocket park and playground in the third annual quarter of 2024 and expects such construction to be completed by the second annual quarter of 2025. The Managing Developer expects construction of the playground in Improvement Area #2 to cost approximately \$185,919. The approximately 7,800 linear feet of hike and bike trails running through the District are considered Major Improvements, a portion of which are eligible to be reimbursed with proceeds of the Bonds. See “THE IMPROVEMENT AREA #2 AUTHORIZED IMPROVEMENTS.”

The Amenity Center is a private improvement to be funded by the Developers on a cash basis without reimbursement by the City. Pursuant to the Development Agreement, the Developers shall apply for a building permit for the construction of the Amenity Center during the second phase of the District. Construction of the Amenity Center shall be complete within 12 months of the approval of the building permit by the City. The Developer expects to begin construction of the Amenity Center in the third quarter of 2024 and complete construction in the third quarter of 2025. The anticipated cost to complete the Amenity Center is \$2,000,000.

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LEGEND

- 8' WIDE CONCRETE PATH OR TRAIL - CONCEPTUAL ALIGNMENT
 - SHARED USE PATH (ADJACENT TO STREET, IN LIEU OF 5' SIDEWALK)
 - MULTI-USE PATH (COMBINED WITH SLIP STREET, MAY BE ASPHALT)
 - OFF-STREET TRAIL (SEPARATED FROM STREET AND SIDEWALK NETWORK)
- PROPOSED OFF-SITE EXTENSION

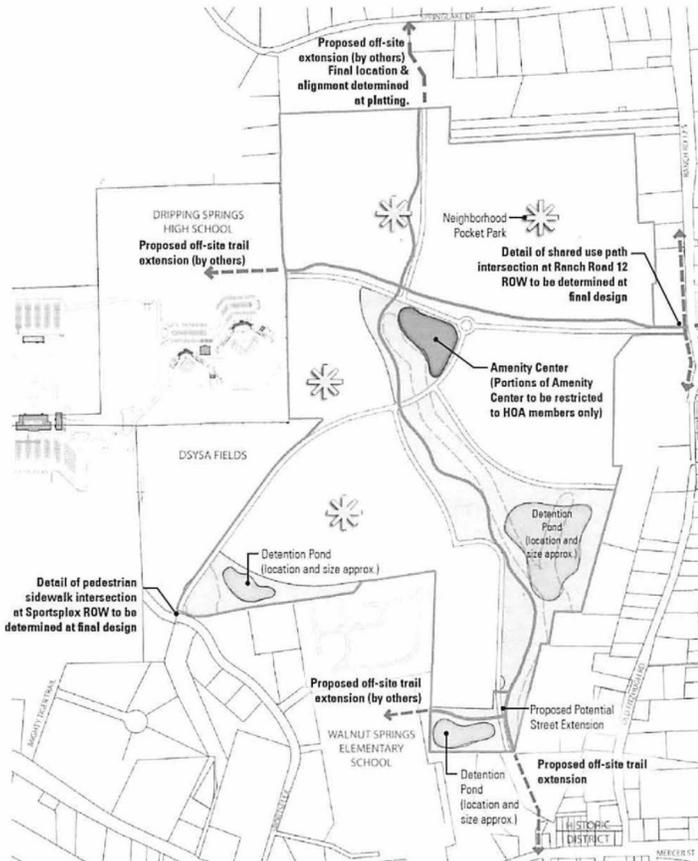
PARKLAND DEDICATION - MINIMUM OF 28 ACRES PROVIDED

- PARKLAND
- PARKLAND, NEIGHBORHOOD POCKET PARKS (GENERAL LOCATION)
- DEFINED DRAINAGE SETBACK

PDD NO. 5 OPEN SPACE PLAN NOTES:

- A MASTER PARKS AND TRAILS PLAN (MPTP) FOR PDD NO. 5 SHALL BE APPROVED SEPARATE FROM THIS PDD. THE MPTP SHALL BE APPROVED PRIOR TO THE FIRST RESIDENTIAL PRELIMINARY PLAT AND MAY BE PHASED IN ACCORDANCE WITH THE PHASED PLATTING OF THE PROJECT.
- OPEN SPACE DEDICATED FOR PARKLAND SHALL BE PUBLICLY ACCESSIBLE. PARKLAND AND IMPROVEMENTS IN THE PARKLAND, INCLUDING TRAILS, SHALL BE CONVEYED TO AND PERMANENTLY MAINTAINED BY A HOMEOWNER ASSOCIATION (HOA) OR OTHER RESPONSIBLE NON-CITY ENTITY.
- PARKLAND DEDICATION REQUIREMENTS SHALL MEET AND/OR EXCEED CODE REQUIREMENTS. THE HOA MAY ADOPT RULES AND REGULATIONS REGARDING ACCESS, PERMITTED USES, SECURITY (POLICING) AND MAINTENANCE RESPONSIBILITIES.
- PARKLAND LOCATION AND SIZE IS CONCEPTUALLY SHOWN ON THIS EXHIBIT C. BOUNDARIES OF PARKLAND TO BE DETERMINED AT PRELIMINARY PLAT. DETENTION, WATER QUALITY PONDS, UTILITY EASEMENTS, AND OFF-STREET TRAILS ARE PERMITTED IN PARKLAND.
- NEIGHBORHOOD POCKET PARKS ARE INCLUDED IN PARKLAND DEDICATION. POCKET PARKS ARE INTENDED TO SERVE THE RECREATIONAL NEEDS OF RESIDENTS, PROVIDE OPPORTUNITIES FOR INTERACTION WITHIN THE NEIGHBORHOOD AND/OR PROVIDE OPPORTUNITIES FOR INTERACTION WITH THE NATURAL ENVIRONMENT.
- SHARED USE PATH/MULTI-USE PATH/OFF-STREET TRAILS:
 - MUST BE CONCRETE, 8FT IN WIDTH, EXCEPT THAT MULTI-USE PATH MAY BE ASPHALT
 - TRAIL/PATH LOCATIONS ARE CONCEPTUAL. TRAIL LOCATION TO BE FURTHER REFINED IN THE MPTP. FINAL ALIGNMENT TO BE DETERMINED AT FINAL PLAT.
 - INDICATED TRAILS AND PATHS OUTSIDE THE PUBLIC ROW WILL BE MAINTAINED BY THE HOA.
- UNLESS OTHERWISE DEPICTED ON THIS EXHIBIT C WHEREIN A SHARED USE PATH OR MULTI-USE PATH IS PROVIDED ON A STREET, 5FT SIDEWALKS SHALL BE INSTALLED ON BOTH SIDES OF ALL LOCAL RESIDENTIAL STREETS, PER EXHIBIT F - STREET STANDARDS.
- AMENITY CENTER AREAS INTENDED FOR EXCLUSIVE USE OF THE HOA ARE NOT INCLUDED AS PART OF PARKLAND DEDICATION.

PARKLAND CODE	CODE REQUIREMENTS	PROVIDED
DEDICATION REQUIREMENT	PDD NO. 5 MAX. 700 LUE± (1 AC PARKLAND PER 25 LUE±)	MIN. 28 AC PARKLAND
WATER QUALITY AND DETENTION & STREAM SETBACK FOR DRAINAGE	NOT TO EXCEED 50% OF TOTAL OPEN SPACE	MAX. 14 AC OF THE 28 AC PARKLAND



Zoning/Permitting

The development of the property within the District will be governed by the City's Code of Ordinances, including the Planned Development District Ordinance No. 1220.124 (the "PDD Ordinance") and the Development Agreement. While the PDD Ordinance does permit commercial uses, there are currently no plans to include commercial property within the District.

Education

The District is located within Dripping Springs ISD. Dripping Springs ISD operates five elementary schools, two middle schools and one high school. Walnut Springs Elementary School, which is approximately 2.9 miles from the District, Dripping Springs Middle School, which is approximately 3.1 miles from the District, and Dripping Springs High School, which is adjacent to the District, are expected to serve residents within the District.

GreatSchools.org rated Walnut Springs Elementary School and Dripping Springs Middle School as "above average" and Dripping Springs High School as "average." According to the Texas Education Agency annual school report cards, Dripping Springs ISD and Walnut Spring Elementary School were rated "A" and Dripping Springs Middle School and Dripping Springs High School were rated "B" for 2021-2022. The categories for public school districts and public schools for the 2021-2022 school are A, B, C, D or Not Rated.

Mineral Rights

There are certain mineral rights reservations of prior owners of real property within the District, including Improvement Area #2 (the "Mineral Owners"), pursuant to one or more deeds in the chain of title for the property in the District. The reservations of mineral rights include a waiver by the Mineral Owners of their right to enter onto the surface of the property and, to a depth of 1,000 feet below the surface, to explore, develop, drill, produce or extract minerals within the District. Such waiver does not prohibit subterranean underground directional, horizontal or "slant-well" drilling activities at depths of at least 1,000 feet or more below the underlying surface of the property.

While there is currently no drilling or exploration of minerals, the Developers cannot predict whether the Mineral Owners will take new action in the future to explore or develop the above-described mineral rights, subject to the waiver described above. The Developers are not aware of any real property (including mineral rights) owned by the Mineral Owners adjacent to the District. Certain rules and regulations of the Texas Railroad Commission may restrict the ability of the Mineral Owners to explore or develop the property due to well density, acreage, or location issues. Additionally, any drilling within the City, including redrilling of an existing well, must comply with Article 4.603 of the City's Code of Ordinances, including the requirement to obtain a "well permit," and certain required setbacks from property lines.

Although the Developers do not expect the exercise of such rights or any other mineral rights or related real property rights in or around the District, to have a material adverse effect on the Development, the property within the District, or the ability of landowners within Improvement Area #2 to pay the Improvement Area #2 Assessments, the Developers make no guarantee as to such expectation. See "BONDHOLDERS' RISKS — Exercise of Mineral Rights."

Environmental

Site Evaluation. A Phase I Environmental Site Assessment (the "Phase I ESA") of the property within the District was completed on April 17, 2020. Based on the information presented in the Phase I ESA, there was no evidence that the Development was under environmental regulatory review or enforcement action. The site reconnaissance, regulatory database review and historical source review revealed no evidence of recognized environmental conditions involving the site.

Endangered Species. The Developers are not aware of any endangered or threatened species located on District property.

Utilities

Water and Wastewater. DSWSC holds the certificate of convenience and necessity to provide retail water service to the District and will provide such service in accordance with the Water Service Agreement. West Travis County Public Utility Agency is the wholesale provider of water to DSWSC. DSWSC currently has sufficient capacity to provide water service to the District; however, such capacity is reserved on a phase-by-phase basis. The Developers have reserved the capacity to serve Improvement Area #1 and Improvement Area #2. See “THE DEVELOPMENT — Water Improvements” above.

The City holds the certificate of convenience and necessity to provide retail wastewater service to the District and will provide such service in accordance with the Wastewater Service Agreement. The City currently has capacity to serve 150 LUEs in Improvement Area #1. The Developers expect to have available the remaining LUEs in Improvement Area #1 prior to completion of ~~{150}~~ homes within Improvement Area #1. Additional wastewater capacity to serve Improvement Area #2 ~~and is dependent on construction of the Effluent Transmission Line.~~ Additional wastewater capacity to serve the Future Improvement Areas within the District is dependent on the construction of the Onsite WWTP and/or the ~~TLAP Amendment 2 and the~~ Discharge Permit being final and non-appealable and the construction of various other Major Improvements. ~~{What is the plan for the balance of IA#1 and IA#2?}~~ For a description of the status of the wastewater improvements and issuance of the TLAP Amendment 2 and the Discharge Permit, see “THE DEVELOPMENT — Wastewater Service Agreement” above.

Other Utilities. The Developer anticipates additional utilities to be provided by the following entities:

Gas	Texas Gas
Cable/Phone/Data	Spectrum
Electric	Pedernales Electric Cooperative

THE DEVELOPERS

The following information has been provided by the Developers with respect to their respective information. Certain of the following information is beyond the direct knowledge of the City, the City’s Financial Advisor and the Underwriter, and none of the City, the City’s Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information.

General

In general, the activities of a developer in a development such as the District include purchasing the land, designing the subdivision, including the utilities and streets to be installed and any community facilities to be built, defining a marketing program and building schedule, securing necessary governmental approvals and permits for development, arranging for the construction of roads and the installation of utilities (including, in some cases, water, sewer, and drainage facilities, as well as telephone and electric service) and selling improved lots and commercial reserves to builders, developers, or other third parties. The relative success or failure of a developer to perform such activities within a development may have a material effect on the security of the revenue bonds, such as the Bonds, issued by a public improvement district. A developer is generally under no obligation to a public improvement district, such as the District, to develop the property which it owns in a development. Furthermore, there is no restriction on the developer’s right to sell any or all of the land which the developer owns within a development. In addition, a developer is ordinarily the major tax and assessment payer within a district during its development.

Description of Managing Developer

The Managing Developer is a wholly-owned subsidiary of M/I Homes, Inc., an Ohio corporation (“M/I Homes”). M/I Homes stock trades on the New York Stock Exchange under the symbol MHO. M/I Homes is subject to the informational requirements of the Securities and Exchange Commission Act of 1934, as amended, and in

accordance therewith files reports, proxy statements, and other information with the SEC. The file number for M/I Homes is No.1-12434. Such reports, proxy statements, and other information filed by M/I Homes can be inspected and copied at the Public Reference Section of the SEC, Room 100 F Street, N.E., Washington D.C. 20549 and at the SEC's internet website at <http://www.sec.gov>. Copies of such materials can be obtained by mail from the Public Reference Section of the SEC at prescribed rates. Copies of the above reports, proxy statements and other information may also be inspected at the offices of the New York Stock Exchange, Inc., 11 Wall Street, New York, New York 10005. All documents subsequently filed by M/I Homes pursuant to the requirements of the Securities and Exchange Commission Act of 1934 after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

In addition, M/I Homes makes available on its web site <https://www.mihomes.com> its annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports from Form 8-K (and any amendments to those reports) filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as soon as practicable after they have electronically filed with the SEC as well as other financial institutions. **Unless otherwise specified, information contained on M/I Homes' website, available by hyperlink from M/I Homes' website or on the SEC's website, is not incorporated into this Limited Offering Memorandum.**

M/I Homes is one of the nation's leading builders of single-family homes and commenced homebuilding activities in 1976. Since that time, M/I Homes has sold over 143,000 homes. M/I Homes consists of two distinct operations: homebuilding and financial services – providing mortgage loans and title services. Its homebuilding operations represented approximately 98% of consolidated revenue in both 2022 and 2021.

M/I Homes designs, markets, constructs, and sells single-family homes and attached townhomes to first time, move-up, empty nester, and luxury buyers. M/I Homes is currently offering homes for sale in 196 communities within 17 markets located in the following states – Ohio, Texas, Florida, North Carolina, Tennessee, Minnesota, Illinois, Indiana, and Michigan. The average sales price of homes delivered by M/I Homes in 2022 was \$479,000, and the average sales price of homes completed but unsold as of December 31, 2022, was \$541,000. M/I Homes offers homes ranging from a base sales price of approximately \$200,000 to \$800,000. This range of price points allows M/I Homes to appeal to and attract a wide range of buyers.

The Managing Developer was created by M/I Homes for the purpose of acquiring, owning, holding, managing, operating, investing, reinvesting, accumulating, improving, and developing residential housing upon property located in the State, including developing, managing and ultimately conveying property to third parties.

A snapshot of some of the communities the principals of the Managing Developer have developed is presented below.

Name of Community	City	Number of Lots/MF Units	Status of Development
Cascades at Onion Creek	Austin	505	Ongoing
Belterra ⁽¹⁾	Dripping Springs	76 (only M/I Homes lots)	Completed
Colony at Cole Springs ⁽¹⁾	Buda	499	Ongoing
Estancia West	Austin	462	Ongoing
Edgewood	Leander	378	Ongoing
Marble Creek Crossing	Austin	278	Ongoing
Barksdale	Leander	103	Ongoing
Lost Woods Preserve	Leander	227	Completed

⁽¹⁾ Development is funded partly through a municipal utility district.

Executive Biography of Principals of the Managing Developer

Royce Rippey, M/I Homes VP of Land: Royce Rippey has over 20 years of experience in the acquisition, entitlement, and development of single-family residential communities in Texas. Many of those communities have had special districts (PIDs, MUDs, etc.).

Description of Tri Pointe

Tri Pointe is a wholly-owned subsidiary of Tri Pointe Homes, Inc., a Texas corporation (“Tri Pointe Homes”). Tri Pointe Homes stock trades on the New York Stock Exchange under the symbol TPH. Tri Pointe Homes is subject to the informational requirements of the Securities and Exchange Commission Act of 1934, as amended, and in accordance therewith files reports, proxy statements, and other information with the SEC. The file number for Tri Pointe Homes is No.1-35796. Such reports, proxy statements, and other information filed by Tri Pointe Homes can be inspected and copied at the Public Reference Section of the SEC, Room 100 F Street, N.E., Washington D.C. 20549 and at the SEC’s internet website at <http://www.sec.gov>. Copies of such materials can be obtained by mail from the Public Reference Section of the SEC at prescribed rates. Copies of the above reports, proxy statements and other information may also be inspected at the offices of the New York Stock Exchange, Inc., 11 Wall Street, New York, New York 10005. All documents subsequently filed by Tri Pointe Homes pursuant to the requirements of the Securities and Exchange Commission Act of 1934 after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

In addition, Tri Pointe Homes makes available on its web site <https://www.tripointegroup.com> its annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports from Form 8-K (and any amendments to those reports) filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as soon as practicable after they have electronically filed with the SEC as well as other financial institutions. **Unless otherwise specified, information contained on Tri Pointe Homes’ website, available by hyperlink from Tri Pointe Homes’ website or on the SEC’s website, is not incorporated into this Limited Offering Memorandum.**

Executive Biography of Principals of Tri Pointe

Bryan Havel, Division President, Austin, Tri Pointe Homes: Bryan Havel has 20 years’ experience in all aspects of residential homebuilding including land acquisition and development, financial structures, and operations. He has been involved in public financing districts locally in Austin, Georgetown, Liberty Hill, Round Rock, Hutto, Dripping Springs, and Leander, as well as various public financing structure in Dallas and Houston.

History and Financing of the District

Pursuant to the JODA, the Developers purchased approximately 187.267 acres of property within the District from the Original Owner. The purchase was closed in undivided fee simple ownership, with each Developer putting up funds proportional to their respective interests (50% each). In June of 2024, BobWhite conveyed four of the BobWhite lots to the Managing Developer and four of the BobWhite lots to Tri Pointe, totaling the remaining 1.676 acres of the District, in various fee simple transactions. Each of the Developers’ above-referenced acquisitions were made on a cash basis through corporate funding, and no third-party financing was used to acquire or has been used to subsequently develop the property within the District. Thus, there are currently no liens on the property within the District which were incurred by the Developers, and the Developers do not currently anticipate incurring any liens on the property within the District for as long as the Developers own such property (with the exception of the Assessment Lien). The PID Act provides that the Assessment Lien is a first and prior lien against the Improvement Area #2 Assessed Property and is superior to all other liens and claims except liens or claims for State, county, school district, or municipality ad valorem taxes.

The Managing Developer has completed construction of the Internal Facilities and Offsite Facilities necessary to serve Improvement Area #2 and they were accepted by DSWSC in June of 2024. The total actual or expected costs to construct the Improvement Area #2 Improvements, Major Improvements, Water Improvements necessary to serve Improvement Area #2, and the Amenity Center, are expected to be approximately \$6,315,708, \$11,399,830, \$984,508, and \$2,000,000, respectively. The total costs of the Improvement Area #2 Authorized Improvements are expected to be approximately ~~\$10,790,795~~ \$10,780,797. A portion of the total costs of the Improvement Area #2 Authorized Improvements, in the approximate amount of \$6,873,000, are expected to be financed with proceeds of the Bonds. The Developers have financed or will finance the remaining costs to complete the Improvement Area #2 Improvements, Major Improvements, Water Improvements, and the Amenities on a cash basis through corporate funding without reimbursement from the City.

THE PID ADMINISTRATOR

The following information has been provided by the PID Administrator. Certain of the following information is beyond the direct knowledge of the City, the City's Financial Advisor and the Underwriter, and none of the City, the City's Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information.

The City has selected P3Works, LLC as the initial PID Administrator. The City has entered into an agreement with the PID Administrator to provide specialized services related to the administration of the District needed to support the issuance of the Bonds. The PID Administrator will primarily be responsible for preparing the annual update to the Service and Assessment Plan. The PID Administrator is a consulting firm focused on providing district services relating to the formation and administration of public improvement districts, and has offices in Austin, Houston and North Richland Hills, Texas.

The PID Administrator's duties will include:

- Preparation of the annual update to the Service and Assessment Plan;
- Preparation of assessment rolls for City billing and collection;
- Establishing and maintaining a database of all City Parcel IDs within the District;
- Trust account analysis and reconciliation;
- Property owner inquiries;
- Determination of prepayment amounts;
- Preparation and review of disclosure notices with dissemination agent; and
- Review of developer draw requests for reimbursement of authorized improvement costs.

APPRAISAL

The Appraisal

General. Barletta & Associates, Inc. (the "Appraiser") prepared an appraisal report for the City dated July 15, 2024, based upon a physical inspection of the District conducted on June 28, 2024 (the "Appraisal"). The Appraisal was prepared at the request of the City. The description herein of the Appraisal is intended to be a brief summary only of the Appraisal as it relates to the District. The Appraisal is attached hereto as APPENDIX F and should be read in its entirety in order to understand the meaning and basis of the information set forth therein. The conclusions reached in the Appraisal are subject to certain assumptions, hypothetical conditions, and qualifications, which are set forth therein. See "APPENDIX F — Appraisal."

Value Estimates. The Appraiser estimated the "As Is" Bulk Market Value of the fee simple interest in the various tracts within Improvement Area #2 under certain hypothetical conditions. The Appraisal does reflect the value of Improvement Area #2 as if sold to a single purchaser in a single transaction. See "APPENDIX F — Appraisal."

The cumulative value estimate for Improvement Area #2 Assessed Property using the methodologies described in the Appraisal and subject to the limiting conditions and assumptions set forth in the Appraisal, as of June 28, 2024, is \$15,025,000, and is broken down by bulk market value per lot type, as follows:

Description	No. of Lots	Avg. Lot FF	Bulk Value	Effective Date
"As Is" Bulk Market Value	6	35'	\$540,000	6/28/2024
"As Is" Bulk Market Value	68	40'	\$5,840,000	6/28/2024
"As Is" Bulk Market Value	74	45'	\$7,100,000	6/28/2024
"As Is" Bulk Market Value	12	50'	\$1,545,000	6/28/2024

None of the City, the Developers nor the Underwriter makes any representation as to the accuracy, completeness, assumptions, or information contained in the Appraisal. The assumptions or qualifications with respect to the Appraisal are contained therein. There can be no assurance that any such assumptions will be realized, and the City, the Developers and the Underwriter make no representation as to the reasonableness of such assumptions.

The Appraiser confirms that the valuations included in the Appraisal were prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

Caution should be exercised in the evaluation and use of appraisal results. An appraisal is an estimate of market value as of a specified date based upon assumptions and limiting conditions and any extraordinary assumptions specific to the relevant valuation. It is not a precise measure of value but is based on a subjective comparison of related activity taking place in the real estate market. The valuation set forth in the Appraisal is based on various assumptions of future expectations and while the Appraiser’s forecasts for the properties in the District is considered by the Appraiser to be reasonable at the current time, some of the assumptions may not materialize or may differ materially from actual experience in the future.

The Bonds will not necessarily trade at values determined solely by reference to the underlying value of the properties in Improvement Area #2.

In performing its analyses, an appraiser makes numerous assumptions with respect to general business, economic and regulatory conditions and other matters, many of which are beyond the Appraiser’s, Underwriter’s and City’s control, as well as to certain factual matters. Furthermore, the Appraiser’s analysis, opinions and conclusions are necessarily based upon market, economic, financial and other circumstances and conditions existing prior to the valuation.

The intended use and user of the Appraisal are specifically identified in the Appraisal as agreed upon in the contract for services and/or reliance language found in the Appraisal. The Appraiser has consented to the use of the Appraisal in this Limited Offering Memorandum in connection with the issuance of the Bonds. No other use or user of the Appraisal is permitted by any other party for any other purpose.

BONDHOLDERS’ RISKS

Before purchasing any of the Bonds, prospective investors and their professional advisors should carefully consider all of the risk factors described below which may create possibilities wherein interest may not be paid when due or that the Bonds may not be paid at maturity or otherwise as scheduled, or, if paid, without premium, if applicable. The following risk factors (which are not intended to be an exhaustive listing of all possible risks associated with an investment in the Bonds) should be carefully considered prior to purchasing any of the Bonds. Moreover, the order of presentation of the risks summarized below does not necessarily reflect the significance of such investment risks.

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE HOLDERS OF

THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO HOLDER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY’S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE.

The ability of the City to pay debt service on the Bonds as due is subject to various factors that are beyond the City’s control. These factors include, among others, (a) the ability or willingness of property owners within Improvement Area #2 to pay Improvement Area #2 Assessments levied by the City, (b) cash flow delays associated with the institution of foreclosure and enforcement proceedings against property within Improvement Area #2, (c) general and local economic conditions which may impact real property values, the ability to liquidate real property holdings and the overall value of real property development projects, and (d) general economic conditions which may impact the general ability to market and sell lots within Improvement Area #2, it being understood that poor economic conditions within the City, State and region may slow the assumed pace of sales of such lots.

The rate of development of the property in the District is directly related to the vitality of the residential housing industry. In the event that the sale of the lands within the District, including Improvement Area #2, should proceed more slowly than expected and the Developers are unable to pay the Improvement Area #2 Assessments, only the value of the Improvement Area #2 Assessed Property, with improvements, will be available for payment of the debt service on the Bonds, and such value can only be realized through the foreclosure or expeditious liquidation of the lands within Improvement Area #2. There is no assurance that the value of such lands will be sufficient for that purpose and the expeditious liquidation of real property through foreclosure or similar means is generally considered to yield sales proceeds in a lesser sum than might otherwise be received through the orderly marketing of such real property.

The Underwriter is not obligated to make a market in or repurchase any of the Bonds, and no representation is made by the Underwriter, the City, or the City’s Financial Advisor that a market for the Bonds will develop and be maintained in the future. If a market does develop, no assurance can be given regarding future price maintenance of the Bonds.

Deemed Representations and Acknowledgment by Purchasers

Each purchaser of Bonds (each a “Purchaser”) will be deemed to have acknowledged and represented to the City the matters set forth under the heading “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS” which include, among others, a representation and acknowledgment that the purchase of the Bonds involves investment risks, certain of which are set forth under this heading “BONDHOLDERS’ RISKS” and elsewhere herein, and each Purchaser, either alone or with its purchaser representative(s) (as defined in Rule 501(h) of Regulation D under the Securities Act of 1933), has sophisticated knowledge and experience in financial and business matters and the capacity to evaluate such risks in making an informed investment decision to purchase the Bonds, and the Purchaser can afford a complete loss of its investment in the Bonds.

Assessment Limitations

Annual Installments of Improvement Area #2 Assessments are billed to property owners of Improvement Area #2 Assessed Property. Annual Installments are due and payable, and bear the same penalties and interest for non-payment, as for ad valorem taxes as set forth under “ASSESSMENT PROCEDURES” herein. Additionally, Annual Installments established by the Service and Assessment Plan correspond in number and proportionate amount to the number of installments and principal amounts of the Bonds maturing in each year, plus interest and the Annual Collection Costs for such year. See “ASSESSMENT PROCEDURES” herein. The unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an

unwillingness or inability to make regular property tax payments and Annual Installments of Improvement Area #2 Assessment payments in the future.

In order to pay debt service on the Bonds, it is necessary that Annual Installments are paid in a timely manner. Due to the lack of predictability in the collection of Annual Installments in Improvement Area #2, the City has established a Reserve Account in the Reserve Fund, to be funded from the proceeds of the Bonds, to cover delinquencies. The Annual Installments are secured by the Assessment Lien. However, there can be no assurance that foreclosure proceedings will occur in a timely manner so as to avoid depletion of the Reserve Account and delay in payments of debt service on the Bonds. See “BONDHOLDERS’ RISKS — Bondholders’ Remedies and Bankruptcy of Property Owner” herein.

Upon an ad valorem tax lien foreclosure event of a property within Improvement Area #2 of the District, any Improvement Area #2 Assessment that is also delinquent will be foreclosed upon in the same manner as the ad valorem tax lien (assuming all necessary conditions and procedures for foreclosure are duly satisfied). To the extent that a foreclosure sale results in insufficient funds to pay in full both the delinquent ad valorem taxes and the delinquent Improvement Area #2 Assessments, the liens securing such delinquent ad valorem taxes and delinquent Improvement Area #2 Assessments would likely be extinguished. Any remaining unpaid balance of the delinquent Improvement Area #2 Assessments would then be an unsecured personal liability of the original property owner.

Based upon the language of Texas Local Government Code, Section 372.017(b), case law relating to other types of assessment liens and opinions of the Texas Attorney General, the Assessment Lien as it relates to installment payments that are not yet due should remain in effect following an ad valorem tax lien foreclosure, with future installment payments not being accelerated. Texas Local Government Code Section 372.018(d) supports this position, stating that an Assessment Lien runs with the land and the portion of an assessment payment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien.

The Assessment Lien is superior to any homestead rights of a property owner that were properly claimed after the adoption of the applicable Assessment Ordinance. **However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the Assessment Ordinance (“Pre-existing Homestead Rights”) for as long as such rights are maintained on the property.** It is unclear under State law whether or not Pre-existing Homestead Rights would prevent the Assessment Lien from attaching to such homestead property or instead cause the Assessment Lien to attach, but remain subject to, the Pre-existing Homestead Rights.

Under State law, in order to establish homestead rights, the claimant must show a combination of both overt acts of homestead usage and intention on the part of the owner to claim the land as a homestead. Mere ownership of the property alone is insufficient and the intent to use the property as a homestead must be a present one, not an intention to make the property a homestead at some indefinite time in the future. As of the date of adoption of the Assessment Ordinance, no such homestead rights will have been claimed. Furthermore, the Developers are not eligible to claim homestead rights. Consequently, there are and can be no homestead rights on the Improvement Area #2 Assessed Property superior to the Assessment Liens and, therefore, the Assessment Liens may be foreclosed upon by the City.

Failure by owners of the parcels to pay Annual Installments when due, depletion of the Reserve Fund, delay in foreclosure proceedings, or the inability of the City to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent installments of Improvement Area #2 Assessments levied against such parcels may result in the inability of the City to make full or punctual payments of debt service on the Bonds.

THE IMPROVEMENT AREA #2 ASSESSMENTS CONSTITUTE A FIRST AND PRIOR LIEN AGAINST THE IMPROVEMENT AREA #2 ASSESSED PROPERTY, SUPERIOR TO ALL OTHER LIENS AND CLAIMS EXCEPT LIENS AND CLAIMS FOR STATE, COUNTY, SCHOOL DISTRICT OR MUNICIPALITY AD VALOREM TAXES AND IS A PERSONAL OBLIGATION OF AND CHARGE AGAINST THE OWNERS OF PROPERTY LOCATED WITHIN IMPROVEMENT AREA #2.

Failure to Provide Notice of Obligation to Pay Assessments

The 87th Legislature passed HB 1543, which became effective September 1, 2021, and requires a person who proposes to sell or otherwise convey real property within a public improvement district to provide to the purchaser of the property, before the execution of a binding contract of purchase and sale, written notice of the obligation to pay public improvement district assessments, in accordance with Section 5.014, Texas Property Code, as amended. In the event a contract of purchase and sale is entered into without the seller providing the notice, the intended purchaser is entitled to terminate the contract of purchase and sale. If the Developers or any homebuilders within Improvement Area #2 do not provide the required notice and prospective purchasers of property within Improvement Area #2 terminate a purchase and sale contract, the anticipated absorption schedule may be affected. In addition to the right to terminate the purchase contract, a property owner who did not receive the required notice is entitled, after sale, to sue for damages for (i) all costs relative to the purchase, plus interest and reasonable attorney's fees, or (ii) an amount not to exceed \$5,000, plus reasonable attorney's fees. In a suit filed pursuant to clause (i), any damages awarded must go first to pay any outstanding liens on the property. In such an event, the outstanding Improvement Area #2 Assessments on such property should be paid. On payment of all damages respectively to the lienholders and purchaser pursuant to clause (i), the purchaser is required to reconvey the property to the seller. Further, if the Developers or any homebuilders within Improvement Area #2 of the District do not provide the required notice and become liable for monetary damages, the anticipated buildout and absorption schedule may be affected. No assurances can be given that the projected buildout and absorption schedules presented in this Limited Offering Memorandum will be realized. The forms of notice to be provided to homebuyers are attached as Exhibit R to the Service and Assessment Plan. See "Appendix C — Form of Service and Assessment Plan."

Potential Future Changes in State Law Regarding Public Improvement Districts

During Texas legislative sessions and interim business of the Texas legislature, various proposals and reports have been presented by committees of Texas Senate and Texas House of Representative which suggest or recommend changes to the PID Act relating to oversight of bonds secured by special assessments including adopting requirements relating to levels of build out or adding State level oversight in connection with the issuance of bonds secured by special assessments under the PID Act. The 88th Legislative Session of the State (the "88th Regular Session") concluded on May 29, 2023. When the regular Legislature is not in session, the Governor of Texas may call one or more special sessions, at the Governor's direction, each lasting no more than 30 days, and for which the Governor sets the agenda. Upon conclusion of the 88th Regular Session, the Governor has called four special sessions all of which have ended without any legislation being passed by either chamber of the Texas legislature recommending oversight of bonds secured by assessments. It is impossible to predict what new proposals may be presented regarding the PID Act and the issuance of special assessment bonds during any upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Texas Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. It is impossible to predict with certainty the impact that any such future legislation will or may have on the security for the Bonds. The next regular legislative session commences on January 14, 2025.

General Risks of Real Estate Investment and Development

The Developers have the right to modify or change its plan for development of the District, from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed. No defined "true-up" agreement has been entered into between the City and the Developers, nor is there a requirement that future developers or landowners enter into such an agreement. There can be no assurance, in the event the Developers or a subsequent developer modifies or changes its plan for development that the necessary revisions to the Service and Assessment Plan will be made, or if made will provide the necessary assessment revenues required to service debt on the Bonds. Nor can there be an assurance that the eventual assessment burden on the property will be marketable.

The ability of the Developers and any homebuilders to develop lots and sell single-family residential homes within the District may be affected by unforeseen changes in the general economic conditions, fluctuations in the real estate market and other factors beyond the control of the owner of the single-family residential lots. In the event that a large number of single-family projects are constructed outside of the District, and compete with the Development,

the demand for residential housing within the District could be reduced, thereby adversely affecting the continued development of the Development, or its attraction to businesses and residents.

Investments in undeveloped or developing real estate are generally considered to be speculative in nature and to involve a high degree of risk. The Development will be subject to the risks generally incident to real estate investments and development. Many factors that may affect the Development, including the schedule for and/or the costs of the various improvements to be constructed within the District necessary to serve residents therein, as well as the operating revenues of the Developers, including those derived from the Development, are not within the control of the Developers. Such factors include changes in national, regional and local economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; changes in local, regional and national market and economic conditions; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes to be built in the Development, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; acts of God (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; contractor or subcontractor defaults; and other unknown contingencies and factors beyond the control of the Developers.

The Development cannot be completed without the Managing Developer obtaining a variety of governmental approvals and permits, some of which have already been obtained. Certain permits are necessary to initiate construction of each phase of the Development and to allow the occupancy of residences and to satisfy conditions included in the approvals and permits. There can be no assurance that all of these permits and approvals can be obtained or that the conditions to the approvals and permits can be fulfilled. The failure to obtain any of the required approvals or fulfill any one of the conditions could cause materially adverse financial results for the Developers.

A slowdown of the development process and the related absorption rate within the Development because of any or all of the foregoing could affect adversely land values. The timely payment of the Bonds depends on the willingness and ability of the Developers and any subsequent owners to pay the Improvement Area #2 Assessments when due. Any or all of the foregoing could reduce the willingness and ability of such owners to pay the Improvement Area #2 Assessments and could greatly reduce the value of the property within the District in the event such property has to be foreclosed. If Annual Installments of Improvement Area #2 Assessments are not timely paid and there are insufficient funds in the accounts of the Reserve Fund, a nonpayment could result in a payment default under the Indenture.

Risks Related to the Current Residential Real Estate Market

In the past, the real estate market has experienced significant slowing of new home sales and new home closings due in part to the subprime mortgage crisis involving adjustable-rate mortgages and other creative mortgage financing tools that allowed persons with higher credit risk to buy homes. The economic crisis that resulted from higher interest rates, at a time when many subprime mortgages were due to reset their interest rates, has served to reduce the availability of mortgages to many potential home buyers, making entry into the real estate market more difficult. In the past few years, both mortgage rates and home prices have increased, which may affect a home purchasers' ability to qualify for a mortgage loan and afford the total financing costs of a new home. Downturns in the real estate market and other factors beyond the control of the Developers, including general economic conditions, may impact the timing of lot and home sales within the District. No assurances can be given that projected home prices and buildout values presented in this Limited Offering Memorandum will be realized.

Competition

The housing industry in the Austin-San Marcos MSA area is very competitive, and none of the Developers, the City, the City's Financial Advisor, or the Underwriter can give any assurance that the building programs of the single-family residential development within the District which are planned will ever be completed in accordance with the Developers' expectations. The competitive position of the Developers in the sale of developed lots or the

construction and sale of single-family residential units is affected by most of the factors discussed in this section, and such competitive position is directly related to maintenance of market values in the District.

Competitive projects in the area include:⁽¹⁾

Project Name	# of Units	Proximity to District	Developer	Date Started	Completed/Expected	Home Prices	# of Units Remaining
Caliterra	~600	2.3 miles	Siepiela	Est. 2015	Est 2025	~\$699k - >\$1M	~35 lots
Headwaters	~1,081	3.6 miles	Freehold	Est. 2017	Est 2025	~\$370k - \$896k	~232 lots
Belterra	~2,000	7.8 miles	Ashlar	Est. 2004	Completed	Completed	0
Highpointe	~1,000	8.7 miles	DHI	Est. 2005	Completed	Completed	0

⁽¹⁾ Provided by the Managing Developer.

There can be no assurances that other similar single-family residential projects will not be developed in the future or that existing projects will not be upgraded or otherwise able to compete with the Development.

Lien Foreclosure and Bankruptcy

The payment of Improvement Area #2 Assessments and the ability of the City to foreclose on the lien of a delinquent unpaid Improvement Area #2 Assessment may be limited by bankruptcy, insolvency or other laws generally affecting creditors’ rights or by the laws of the State relating to judicial foreclosure. Although bankruptcy proceedings would not cause the Improvement Area #2 Assessments to become extinguished, bankruptcy of a property owner in all likelihood would result in a delay in prosecuting foreclosure proceedings. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds, and the possibility that delinquent Improvement Area #2 Assessments might not be paid in full.

Direct and Overlapping Indebtedness, Assessments and Taxes

The ability of an owner of property within Improvement Area #2 to pay the Improvement Area #2 Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of Improvement Area #2 currently impose ad valorem taxes on the property within Improvement Area #2 and will likely do so in the future. Such entities could also impose assessment liens on the property within Improvement Area #2. The imposition of additional liens, or for private financing, may reduce the ability or willingness of the landowners within Improvement Area #2 to pay the Improvement Area #2 Assessments. See “OVERLAPPING TAXES AND DEBT.”

Depletion of Reserve Account of the Reserve Fund

Failure of the owners of property within Improvement Area #2 to pay the Improvement Area #2 Assessments when due could result in the rapid, total depletion of the accounts in the Reserve Account of the Reserve Fund prior to replenishment from the resale of property upon a foreclosure or otherwise or delinquency redemptions after a foreclosure sale, if any. There could be a default in payments of the principal of and interest on the Bonds if sufficient amounts are not available in the Reserve Account of the Reserve Fund. The Indenture provides that if, after a withdrawal from the Reserve Account of the Reserve Fund, the amount in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer an amount from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund sufficient to cure such deficiency, as described under “SECURITY FOR THE BONDS SIMILARLY SECURED — Reserve Account of the Reserve Fund” herein.

Hazardous Substances

Although governmental taxes, assessments and charges are a common claim against the value of a parcel, other less common claims also create risks for Bondholders. One of the most serious in terms of the potential reduction in property value is a claim with regard to a hazardous substance. In general, the owners and operators of a parcel might be required by law to remedy conditions relating to releases or threatened releases of hazardous

substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as “CERCLA” or “Superfund Act,” is the most well-known and widely applicable of these laws. It is likely that, if any of the parcels of land located in the District is affected by a hazardous substance, the marketability and value of the affected parcels would be reduced by the costs of remedying the condition, because the purchaser, upon becoming owner, will also become obligated to remedy the condition.

The market value of the land within the District does not take into account the possible liability of the owner (or operator) for the remedy of a hazardous substance condition of the parcel. The City has not independently verified, and is not aware, that the owner (or operator) of any of the parcels within the District has such a current liability with respect to such parcel; however, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the land within the District resulting from the existence, currently, of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but that might in the future be so classified. Further, such liabilities might arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel that is realizable upon a delinquency.

See “THE DEVELOPMENT — Environmental” for discussion of the Phase I ESA performed on the property within the District.

Regulation

Development within the District may be subject to future federal, state, and local regulations. Approval may be required from various agencies from time to time in connection with the layout and design of development in the District, the nature and extent of public improvements, land use, zoning, and other matters. Failure to meet any such regulations or obtain any such approvals in a timely manner could delay or adversely affect development in the District and property values.

100-Year Flood Plain

Currently no land within the District is located within an official FEMA 100-year flood plain (the “Flood Plain”). FEMA will from time to time revise its Flood Insurance Rate Maps. FEMA ~~has~~ issued “preliminary floodplain maps” in December of 2022. Approximately 0.43 acres within the District are shown to be within the preliminary floodplain; however, these maps were created prior to the grading within the District performed by the Managing Developer. Based upon the updated grading, the Managing Developer represents that such 0.43 acres will no longer be within the preliminary floodplain.

None of the City, the Underwriter, or the Developer make any representation as to whether FEMA may revise its Flood Insurance Rate Maps, whether such revisions may result in homes that are currently outside of the 100-year flood plain from being included in the 100-year flood plain in the future, or whether extreme flooding events may exceed the Flood Plain.

Risk from Weather Events

All of the State, including the City, is subject to extreme weather events that can cause loss of life and damage to property through strong winds, hurricanes, tropical storms, flooding, heavy rains and freezes, including events similar to the severe winter storm that the continental United States experienced in February 2021, which resulted in disruptions in the Electric Reliability Council of Texas power grid and prolonged blackouts throughout the State. It is impossible to predict whether similar events will occur in the future and the impact they may have on the City, including land within the District.

Exercise of Mineral Rights

As described herein under “THE DEVELOPMENT — Mineral Rights,” there are certain mineral rights reservations located within the District, including Improvement Area #2, that are not owned by the Developers. There may also be additional mineral rights and related real property rights reflected in the chain of title for the real property within the District recorded in the real property records of the County.

The Developers do not expect the existence or exercise of any mineral rights or related real property rights in or around the District to have a material adverse effect on the Development, the property within the District, or the ability of landowners within Improvement Area #2 to pay Improvement Area #2 Assessments. However, none of the City, the Financial Advisor, or the Underwriter provide any assurances as to the Developers expectations.

Bondholders’ Remedies and Bankruptcy of Property Owners

In the event of default in the payment of principal of or interest on the Bonds or the occurrence of any other Event of Default under the Indenture, and upon the written request of at least 25% of the owners of the Bonds then Outstanding, the Trustee shall proceed to protect and enforce its rights and the rights of the owners of the Bonds under the Indenture by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for mandamus or the specific performance of any covenant or agreement contained therein or in aid or execution of any power granted or for the enforcement of any proper legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce such rights. The issuance of a writ of mandamus may be sought if there is no other available remedy at law to compel performance of the City’s obligations under the Bonds or the Indenture and such obligations are not uncertain or disputed. The remedy of mandamus is controlled by equitable principles, so rests with the discretion of the court, but may not be arbitrarily refused. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. The owners of the Bonds cannot themselves foreclose on property within Improvement Area #2 or sell property within Improvement Area #2 in order to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the owners of the Bonds further may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. In this regard, should the City file a petition for protection from creditors under federal bankruptcy laws, the remedy of mandamus or the right of the City to seek judicial foreclosure of its Assessment Lien would be automatically stayed and could not be pursued unless authorized by a federal bankruptcy judge. See “BONDHOLDERS’ RISKS — Chapter 9 Bankruptcy Limitation to Bondholders’ Rights” herein.

Any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a property owner within the District pursuant to the Federal Bankruptcy Code could, subject to its discretion, delay or limit any attempt by the City to collect delinquent Improvement Area #2 Assessments, or delinquent ad valorem taxes, against such property owner.

In addition, in 2006, the Texas Supreme Court ruled in *Tooke v. City of Mexia*, 197 S.W.3d 325 (Tex. 2006) (“Tooke”) that a waiver of sovereign immunity must be provided for by statute in “clear and unambiguous” language. In so ruling, the Court declared that statutory language such as “sue and be sued”, in and of itself, did not constitute a clear and unambiguous waiver of sovereign immunity. In *Tooke*, the Court noted the enactment in 2005 of sections 271.151-.160, Texas Local Government Code (the “Local Government Immunity Waiver Act”), which, according to the Court, waives “immunity from suit for contract claims against most local governmental entities in certain circumstances.” The Local Government Immunity Waiver Act covers cities and relates to contracts entered into by cities for providing goods or services to cities.

In *Wasson Interests, Ltd. v. City of Jacksonville*, 489 S.W.3d 427 (Tex. 2016) (“Wasson”), the Texas Supreme Court (the “Court”) addressed whether the distinction between governmental and proprietary acts (as found in tort-based causes of action) applies to breach of contract claims against municipalities. The Court analyzed the rationale behind the Proprietary-Governmental Dichotomy to determine that “a city’s proprietary functions are not done pursuant to the ‘will of the people’” and protecting such municipalities “via the [S]tate’s immunity is not an efficient way to ensure efficient allocation of [S]tate resources.” While the Court recognized that the distinction

between governmental and proprietary functions is not clear, the Wasson opinion held that the Proprietary-Governmental Dichotomy applies in a contract-claims context. The Court reviewed Wasson for a second time and issued an opinion on October 5, 2018 clarifying that to determine whether governmental immunity applies to a breach of contract claim, the proper inquiry is whether the municipality was engaged in a governmental or proprietary function when it entered into the contract, not at the time of the alleged breach. Therefore, in regard to municipal contract cases (as in tort claims), it is incumbent on the courts to determine whether a function was proprietary or governmental based upon the statutory and common law guidance at the time of inception of the contractual relationship. Texas jurisprudence has generally held that proprietary functions are those conducted by a city in its private capacity, for the benefit only of those within its corporate limits, and not as an arm of the government or under authority or for the benefit of the State; these are usually activities that can be, and often are, provided by private persons, and therefore are not done as a branch of the State, and do not implicate the state's immunity since they are not performed under the authority, or for the benefit, of the State as sovereign. Notwithstanding the foregoing new case law issued by the Court, such sovereign immunity issues have not been adjudicated in relation to bond matters (specifically, in regard to the issuance of municipal debt). Each situation will be prospectively evaluated based on the facts and circumstances surrounding the contract in question to determine if a suit, and subsequently, a judgement, is justiciable against a municipality.

The City is not aware of any State court construing the Local Government Immunity Waiver Act in the context of whether contractual undertakings of local governments that relate to their borrowing powers are contracts covered by such act. Because it is unclear whether the Texas legislature has effectively waived the City's sovereign immunity from a suit for money damages in the absence of City action, the Trustee or the owners of the Bonds may not be able to bring such a suit against the City for breach of the Bonds or the Indenture covenants. As noted above, the Indenture provides that owners of the Bonds may exercise the remedy of mandamus to enforce the obligations of the City under the Indenture. Neither the remedy of mandamus nor any other type of injunctive relief was at issue in Tooke, and it is unclear whether Tooke will be construed to have any effect with respect to the exercise of mandamus, as such remedy has been interpreted by State courts. In general, State courts have held that a writ of mandamus may be issued to require public officials to perform ministerial acts that clearly pertain to their duties. State courts have held that a ministerial act is defined as a legal duty that is prescribed and defined with a precision and certainty that leaves nothing to the exercise of discretion or judgment, though mandamus is not available to enforce purely contractual duties. However, mandamus may be used to require a public officer to perform legally-imposed ministerial duties necessary for the performance of a valid contract to which the State or a political subdivision of the State is a party (including the payment of moneys due under a contract).

Judicial Foreclosures

Judicial foreclosure proceedings are not mandatory; however, the City has covenanted to order and cause such actions to be commenced. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and, in such event, there could be an additional delay in payment of the principal of and interest on the Bonds or such payment may not be made in full. Moreover, in filing a suit to foreclose, the City must join other taxing units that have claims for delinquent taxes against all or part of the same property; the proceeds of any sale of property within Improvement Area #2 available to pay debt service on the Bonds may be limited by the existence of other tax liens on the property. See "OVERLAPPING TAXES AND DEBT." Collection of delinquent taxes, assessments and the Improvement Area #2 Assessments may be adversely affected by the effects of market conditions on the foreclosure sale price, and by other factors, including taxpayers' right to redeem property within two years of foreclosure for residential and agricultural use property and six months for other property, and by a time-consuming and expensive collection procedure.

No Acceleration

The Indenture does not contain a provision allowing for the acceleration of the Bonds in any event, including in the event of a payment default or other default under the terms of the Bonds or the Indenture.

Limited Secondary Market for the Bonds

The Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Bonds in the event a Holder thereof determines to solicit purchasers for the Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Bonds may be sold. Such price may be lower than that paid by the current Holders of the Bonds, depending on the progress of development of Improvement Area #2 subject to the Improvement Area #2 Assessments, existing real estate and financial market conditions and other factors.

No Credit Rating

The City has not applied for or received a rating on the Bonds. Even if a credit rating had been sought for the Bonds, it is not anticipated that such a rating would have been investment grade. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary market trading in connection with a particular issue is suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then generally prevailing circumstances. Such prices could be substantially different from the original purchase price.

Chapter 9 Bankruptcy Limitation to Bondholders' Rights

The enforceability of the rights and remedies of the owners of the Bonds may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. The City is authorized under State law to voluntarily proceed under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. 901-946. The City may proceed under Chapter 9 if it (1) is generally not paying its debts, or unable to meet its debts, as they become due, (2) desires to affect a plan to adjust such debts, and (3) has either obtained the agreement of or negotiated in good faith with its creditors, is unable to negotiate with its creditors because negotiation is impracticable, or reasonably believes that a creditor may attempt to obtain a preferential transfer.

If the City decides in the future to proceed voluntarily under the Federal Bankruptcy Code, the City would develop and file a plan for the adjustment of its debts, and the Bankruptcy Court would confirm the plan if (1) the plan complies with the applicable provisions of the Federal Bankruptcy Code, (2) all payments to be made in connection with the plan are fully disclosed and reasonable, (3) the City is not prohibited by law from taking any action necessary to carry out the plan, (4) administrative expenses are paid in full, (5) all regulatory or electoral approvals required under State law are obtained and (6) the plan is in the best interests of creditors and is feasible. The rights and remedies of the owners of the Bonds would be adjusted in accordance with the confirmed plan of adjustment of the City's debt. The City cannot predict a Bankruptcy Court's treatment of the Bond holders' creditor claim and whether a Bond holder would be repaid in full.

Tax-Exempt Status of the Bonds

The Indenture contains covenants by the City intended to preserve the exclusion from gross income of interest on the Bonds for federal income tax purposes. As discussed under the caption "TAX MATTERS," interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the Bonds were issued as a result of future acts or omissions of the City in violation of its covenants in the Indenture.

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the federal or State level, may adversely affect the tax-exempt status of interest on the Bonds under federal or State law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted

cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

As further described in “TAX MATTERS” below, failure of the City to comply with the requirements of the Internal Revenue Code of 1986 (the “Code”) and the related legal authorities, or changes in the federal tax law or its application, could cause interest on the Bonds to be included in the gross income of owners of the Bonds for federal income tax purposes, possibly from the date of original issuance of the Bonds. Further, the opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel’s judgment as to the proper treatment of interest on the Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service (“IRS”) or the courts. The IRS has an ongoing program of auditing obligations that are issued and sold as bearing tax-exempt interest to determine whether, in the view of the IRS, interest on such obligations is included in the gross income of the owners thereof for federal income tax purposes. In the past, the IRS has announced audit efforts focused in part on “developer-driven bond transactions,” including certain tax increment financings and certain assessment bond transactions. It cannot be predicted if this IRS focus could lead to an audit of the Bonds or what the result would be of any such audit. If an audit of the Bonds is commenced, under current procedures parties other than the City would have little, if any, right to participate in the audit process. Moreover, because achieving judicial review in connection with an audit of tax-exempt obligations is difficult, obtaining an independent review of IRS positions with which the City legitimately disagrees may not be practicable. Any action of the IRS, regardless of the outcome, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of obligations presenting similar tax issues, may affect the market price for, or the marketability of, the Bonds. Finally, if the IRS ultimately determines that the interest on the Bonds is not excluded from the gross income of Bondholders for federal income tax purposes, the City may not have the resources to settle with the IRS, the Bonds are not required to be redeemed, and the interest rate on the Bonds will not increase.

Management and Ownership

The management and ownership of the Developers and related property owners could change in the future. Purchasers of the Bonds should not rely on the management experience of such entities. There are no assurances that such entities will not sell the subject property or that officers will not resign or be replaced. In such circumstances, a new developer or new officers in management positions may not have comparable experience in projects comparable to the Development.

Availability of Utilities

The progress of development within the District is also dependent upon DSWSC providing an adequate supply of water and sufficient capacity for the collection and treatment of wastewater, respectively. If such parties fail to supply water and wastewater services to the property within the District, the development of the land in the District could be adversely affected. See “THE DEVELOPMENT — Water Improvements,” “— Wastewater Service Agreement” and “— Utilities.”

Dependence Upon Developers

As of June 30, 2024, the Developers owned approximately 100% of the Improvement Area #2 Assessed Property in Improvement Area #2, and therefore have the obligation for payment of 100% of the Improvement Area #2 Assessments. The ability of the Developers to make full and timely payment of the Improvement Area #2 Assessments will directly affect the ability of the City to meet its debt service obligations with respect to the Bonds. There can be no assurances given as to the financial ability of the Developers to advance any funds to the City to supplement revenues from the Improvement Area #2 Assessments if necessary, or as to whether the Developers will advance such funds. See “THE DEVELOPERS — Description of the Managing Developer” and “— Description of Tri Pointe.”

TAX MATTERS

Opinion

On the date of initial delivery of the Bonds, McCall, Parkhurst & Horton L.L.P., Austin, Texas, Bond Counsel to the City, will render its opinion that, in accordance with statutes, regulations, published rulings and court decisions existing on the date thereof (“Existing Law”), (1) interest on the Bonds for federal income tax purposes will be excludable from the “gross income” of the holders thereof and (2) the Bonds will not be treated as “specified private activity bonds” the interest on which would be included as an alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the “Code”). Except as stated above, Bond Counsel to the City will express no opinion as to any other federal, state or local tax consequences of the purchase, ownership or disposition of the Bonds. See “APPENDIX D — Form of Opinion of Bond Counsel.”

In rendering its opinion, Bond Counsel to the City will rely upon (a) certain information and representations of the City, including information and representations contained in the City’s federal tax certificate, and (b) covenants of the City contained in the Bond documents relating to ~~certain matters, including arbitrage and~~ the ~~use~~ application of the proceeds to be received from the issuance and sale of the Bonds, and ~~the property financed or refinanced therewith~~ certain other matters. Failure by the City to observe the aforementioned representations or covenants could cause the interest on the Bonds to become taxable retroactively to the date of issuance.

The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied subsequent to the issuance of the Bonds in order for interest on the Bonds to be, and to remain, excludable from gross income for federal income tax purposes. Failure to comply with such requirements may cause interest on the Bonds to be included in gross income retroactively to the date of issuance of the Bonds. The opinion of Bond Counsel to the City is conditioned on compliance by the City with such requirements, and Bond Counsel to the City has not been retained to monitor compliance with these requirements subsequent to the issuance of the Bonds.

Bond Counsel’s opinion represents its legal judgment based upon its review of Existing Law and the reliance on the aforementioned information, representations and covenants. Bond Counsel’s opinion is not a guarantee of a result. Existing Law is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Bonds.

A ruling was not sought from the Internal Revenue Service by the City with respect to the Bonds or the property financed or refinanced with proceeds of the Bonds. No assurances can be given as to whether the Internal Revenue Service will commence an audit of the Bonds, or as to whether the Internal Revenue Service would agree with the opinion of Bond Counsel. If an Internal Revenue Service audit is commenced, under current procedures the Internal Revenue Service is likely to treat the City as the taxpayer and the Bondholders may have no right to participate in such procedure. No additional interest will be paid upon any determination of taxability.

Federal Income Tax Accounting Treatment of Original Issue Discount

The initial public offering price to be paid for one or more maturities of the Bonds may be less than the principal amount thereof or one or more periods for the payment of interest on the bonds may not be equal to the accrual period or be in excess of one year (the “Original Issue Discount Bonds”). In such event, the difference between (i) the “stated redemption price at maturity” of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond would constitute original issue discount. The “stated redemption price at maturity” means the sum of all payments to be made on the bonds less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under existing law, any owner who has purchased such Original Issue Discount Bond in the initial public offering is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with

respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the accrual period. For a discussion of certain collateral federal tax consequences, see discussion set forth below.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under existing law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of the treatment of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Bonds.

Collateral Federal Income Tax Consequences

The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Bonds. This discussion is based on existing statutes, regulations, published rulings and court decisions, all of which are subject to change or modification, retroactively.

The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, such as financial institutions, property and casualty insurance companies, life insurance companies, individual recipients of Social Security or Railroad Retirement benefits, individuals allowed an earned income credit, certain S corporations with Subchapter C earnings and profits, foreign corporations subject to the branch profits tax, taxpayers qualifying for the health insurance premium assistance credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase tax-exempt obligations.

THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIAL PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP AND DISPOSITION OF TAX-EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE BONDS SIMILARLY SECURED.

Interest on the Bonds may be includable in certain ~~corporation's~~corporations' "adjusted financial statement income" determined under section 56A of the Code to calculate the alternative minimum tax imposed by section 55 of the Code.

Under section 6012 of the Code, holders of tax-exempt obligations, such as the Bonds, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Bonds, if such obligation was acquired at a “market discount” and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to “market discount bonds” to the extent such gain does not exceed the accrued market discount of such bonds; although for this purpose, a de minimis amount of market discount is ignored. A “market discount bond” is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the “revised issue price” (i.e., the issue price plus accrued original issue discount). The “accrued market discount” is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

State, Local and Foreign Taxes

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

Information Reporting and Backup Withholding

Subject to certain exceptions, information reports describing interest income, including original issue discount, with respect to the Bonds will be sent to each registered holder and to the IRS. Payments of interest and principal may be subject to backup withholding under section 3406 of the Code if a recipient of the payments fails to furnish to the payor such owner’s social security number or other taxpayer identification number (“TIN”), furnishes an incorrect TIN, or otherwise fails to establish an exemption from the backup withholding tax. Any amounts so withheld would be allowed as a credit against the recipient’s federal income tax. Special rules apply to partnerships, estates and trusts, and in certain circumstances, and in respect of Non-U.S. holders, certifications as to foreign status and other matters may be required to be provided by partners and beneficiaries thereof.

Future and Proposed Legislation

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

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LEGAL MATTERS

Legal Proceedings

Delivery of the Bonds will be accompanied by the unqualified approving legal opinion of the Attorney General to the effect that the Bonds are valid and legally binding obligations of the City under the Constitution and laws of the State, payable from the Trust Estate and, based upon their examination of a transcript of certified proceedings relating to the issuance and sale of the Bonds, the legal opinion of Bond Counsel, to a like effect.

McCall, Parkhurst & Horton L.L.P. serves as Bond Counsel to the City. Orrick, Herrington & Sutcliffe LLP serves as Disclosure Counsel to the City. Norton Rose Fulbright US LLP serves as Underwriter’s Counsel. The legal fees paid to Bond Counsel, Disclosure Counsel and Underwriter’s Counsel are contingent upon the sale and delivery of the Bonds.

Legal Opinions

The City will furnish the Underwriter a transcript of certain certified proceedings incident to the authorization and issuance of the Bonds. Such transcript will include a certified copy of the approving opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State, to the effect that the Bonds are valid and binding special, limited obligations of the City. The City will also furnish the legal opinion of Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding special, limited obligations of the City under the Constitution and laws of the State. The legal opinion of Bond Counsel will further state that the Bonds, including principal of and interest thereon, are payable from and secured by a pledge of and lien on the Trust Estate. Bond Counsel will also provide a legal opinion to the effect that interest on the Bonds will be excludable from gross income for federal income tax purposes under Section 103(a) of the Code, subject to the matters described above under the caption "TAX MATTERS," including the alternative minimum tax consequences for corporations. A copy of the opinion of Bond Counsel is attached hereto as "APPENDIX D — Form of Opinion of Bond Counsel."

Except as noted below, Bond Counsel did not take part in the preparation of the Limited Offering Memorandum, and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained therein, except that, in its capacity as Bond Counsel, such firm has reviewed the information describing the Bonds herein under the captions or subcaptions "PLAN OF FINANCE — The Bonds," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS SIMILARLY SECURED," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology," "Billing and Collection Services Agreement" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings" (except for the final paragraph thereof), "LEGAL MATTERS — Legal Opinions," "SUITABILITY FOR INVESTMENT," "CONTINUING DISCLOSURE — The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS," "INVESTMENTS," "APPENDIX B" and "APPENDIX D" and such firm is of the opinion that the information relating to the Bonds, the Bond Ordinance, the Assessment Ordinance and the Indenture contained therein fairly and accurately describes the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance, the Service and Assessment Plan and the Indenture.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Litigation — The City

At the time of delivery and payment for the Bonds, the City will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or, to its knowledge, overtly threatened against the City affecting the existence of the District, or seeking to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds thereof, in accordance with the Indenture, or the collection or application of the Improvement Area #2 Assessments securing the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Assessment Ordinance, the Indenture, any action of the City contemplated by any of the said documents, or the collection or application of the Trust Estate, or in any way contesting the completeness or accuracy of this Limited Offering Memorandum or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the Bonds or any action of the City contemplated by any documents relating to the Bonds.

Litigation — The Developers

At the time of delivery and payment for the Bonds, the Developers will each certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory body, public board or body pending, or, to the best knowledge of the respective Developer,

threatened against or affecting such Developer wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition or operations of such Developer or its general partner or would adversely affect (1) the transactions contemplated by, or the validity or enforceability of, the Bonds, the Indenture, the Bond Ordinance, the Service and Assessment Plan, the Development Agreement, the Financing Agreement, the PID Agreements, the JODA or the Bond Purchase Agreement, or otherwise described in this Limited Offering Memorandum, or (2) the tax-exempt status of interest on the Bonds (individually or in the aggregate, a “Material Adverse Effect”). Additionally, MI/Homes, Tri Pointe Homes and their respective affiliates, including the Managing Developer and Tri Pointe, respectively, have been and are parties to pending and threatened litigation related to their commercial and real estate development activities. Such litigation occurs in the ordinary course of business and is not expected to have a Material Adverse Effect.

SUITABILITY FOR INVESTMENT

Investment in the Bonds poses certain economic risks. See “BONDHOLDERS’ RISKS.” The Bonds are not rated by any nationally recognized municipal securities rating service. No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing. Additional information will be made available to each prospective investor, including the benefit of a site visit to the City and the opportunity to ask questions of the Developers, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Bonds.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay. See “BONDHOLDERS’ RISKS — Bondholders’ Remedies and Bankruptcy of Property Owner.” Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by governmental immunity, bankruptcy, reorganization, insolvency, or other similar laws affecting the rights of creditors and enacted before or after such delivery, and by general principles of equity that permit the exercise of judicial discretion.

NO RATING

No application for a rating on the Bonds has been made to any rating agency, nor is there any reason to believe that the City would have been successful in obtaining an investment grade rating for the Bonds had application been made.

CONTINUING DISCLOSURE

The City

Pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”), the City, the PID Administrator and Wilmington Trust, National Association (in such capacity, the “Dissemination Agent”) will enter into a Continuing Disclosure Agreement (the “Disclosure Agreement of the Issuer”) for the benefit of the Holders of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Disclosure Agreement of the Issuer, certain financial information and operating data relating to the City (collectively, the “City Reports”). The specific nature of the information to be contained in the City Reports is set forth in “APPENDIX E-1 — Form of Disclosure Agreement of the Issuer.” Under certain circumstances, the failure of the City to comply with its obligations under the Disclosure Agreement of the Issuer constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of

default under the Disclosure Agreement of the Issuer would allow the Holders of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The City has agreed to update information and to provide notices of certain specified events only as provided in the Disclosure Agreement of the Issuer. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Disclosure Agreement of the Issuer. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Disclosure Agreement of the Issuer or from any statement made pursuant to the Disclosure Agreement of the Issuer.

The City's Compliance with Prior Continuing Disclosure Agreements

During the past five years, the City has complied in all material respects with continuing disclosure agreements made by it in accordance with Rule 15c2-12, except as noted below.

The City has entered into continuing disclosure agreements with respect to the sale of securities to the Texas Water Development Board (the "TWDB") pursuant to the rules and regulations applicable to the TWDB (the "TWDB Agreements"), which are not subject to the Rule but track the requirements of the Rule in all material respects. The City failed to file its audited financial statements for fiscal years ending 2019 and 2022 in a timely manner, in accordance with the TWDB Agreements. Additionally, notice of a Moody's rating change, which occurred on February 15, 2023, was not timely filed. The City also failed to timely file a Notice of Incurrence of Financial Obligation in relation to its Tax Note, Series 2024 which it incurred on March 26, 2024. The City has since filed such information and notices and has policies and procedures in place to ensure timely filing in the future.

The Developers

The Managing Developer. The Managing Developer, the PID Administrator and the Dissemination Agent will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement of the Managing Developer") for the benefit of the Holders of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Disclosure Agreement of the Managing Developer, certain information regarding the Development and the improvements therein (collectively, the "Managing Developer Reports"). The specific nature of the information to be contained in the Managing Developer Reports is set forth in "APPENDIX E-2 — Form of Disclosure Agreement of the Managing Developer." Under certain circumstances, the failure of the Managing Developer to comply with its obligations under the Disclosure Agreement of the Managing Developer constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement of the Managing Developer would allow the Holders of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The Managing Developer has agreed to (i) prepare and provide certain updated information in report form to the Dissemination Agent and (ii) provide notices of certain specified events, only as provided in the Disclosure Agreement of the Managing Developer. The Managing Developer has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Disclosure Agreement of the Managing Developer. The Managing Developer makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The Managing Developer disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Disclosure Agreement of the Managing Developer or from any statement made pursuant to the Disclosure Agreement of the Managing Developer.

Tri Pointe. Tri Pointe, the PID Administrator and the Dissemination Agent will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement of Tri Pointe") for the benefit of the Holders of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Disclosure Agreement of Tri Pointe, certain information regarding the Development (collectively, the "Tri Pointe Reports").

The specific nature of the information to be contained in the Tri Pointe Reports is set forth in “APPENDIX E-3 — Form of Disclosure Agreement of Tri Pointe.” Under certain circumstances, the failure of Tri Pointe to comply with its obligations under the Disclosure Agreement of Tri Pointe constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement of Tri Pointe would allow the Holders of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

Tri Pointe has agreed to (i) prepare and provide certain updated information in report form to the Dissemination Agent and (ii) provide notices of certain specified events, only as provided in the Disclosure Agreement of Tri Pointe. Tri Pointe has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Disclosure Agreement of Tri Pointe. Tri Pointe makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. Tri Pointe disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Disclosure Agreement of Tri Pointe or from any statement made pursuant to the Disclosure Agreement of Tri Pointe.

The Developers’ Compliance With Prior Undertakings

Managing Developer. During the last five years, the Managing Developer has complied in all material respects with its continuing disclosure agreements. [*Managing Developer to confirm or update*]

Tri Pointe. During the last five years, Tri Pointe has complied in all material respects with its continuing disclosure agreements. [*Tri Pointe to confirm or update*]

UNDERWRITING

FMSbonds, Inc. (the “Underwriter”) has agreed to purchase the Bonds from the City at a purchase price of \$_____ (representing the par amount of the Bonds, less an underwriting discount of \$_____). The Underwriter’s obligations are subject to certain conditions precedent and if obligated to purchase any of the Bonds the Underwriter will be obligated to purchase all of the Bonds. The Bonds may be offered and sold by the Underwriter at prices lower than the initial offering prices stated on the inside cover page hereof, and such initial offering prices may be changed from time to time by the Underwriter.

REGISTRATION AND QUALIFICATION OF BONDS FOR SALE

The sale of the Bonds has not been registered under the Federal Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Bonds have not been qualified under the Securities Act of 1933 in reliance upon various exemptions contained therein; nor have the Bonds been qualified under the securities acts of any other jurisdiction. The City assumes no responsibility for qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

It is the obligation of the Underwriter to register or qualify the sale of the Bonds under the securities laws of any jurisdiction which so requires. The City agrees to cooperate, at the Underwriter’s written request and sole expense, in registering or qualifying the Bonds or in obtaining an exemption from registration or qualification in any state where such action is necessary; provided, however, that the City shall not be required to qualify as a foreign corporation or to execute a general or special consent to service of process in any jurisdiction.

LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS

The PID Act and Section 1201.041 of the Public Security Procedures Act (Chapter 1201, Texas Government Code, as amended) provide that the Bonds are negotiable instruments and investment securities

governed by Chapter 8, Texas Business and Commerce Code, as amended, and are legal and authorized investments for insurance companies, fiduciaries, trustees, or for the sinking funds of municipalities or other political subdivisions or public agencies of the State. With respect to investment in the Bonds by municipalities or other political subdivisions or public agencies of the State, the PFIA requires that the Bonds be assigned a rating of at least “A” or its equivalent as to investment quality by a national rating agency. See “NO RATING” above. In addition, the PID Act and various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Bonds are legal investments for state banks, savings banks, trust companies with capital of one million dollars or more, and savings and loan associations. The Bonds are eligible to secure deposits of any public funds of the State, its agencies, and its political subdivisions, and are legal security for those deposits to the extent of their market value. No review by the City has been made of the laws in other states to determine whether the Bonds are legal investments for various institutions in those states. No representation is made that the Bonds will be acceptable to public entities to secure their deposits or acceptable to such institutions for investment purposes.

The City made no investigation of other laws, rules, regulations or investment criteria which might apply to such institutions or entities or which might limit the suitability of the Bonds for any of the foregoing purposes or limit the authority of such institutions or entities to purchase or invest in the Bonds for such purposes.

INVESTMENTS

Under State law, the City is authorized to make investments meeting the requirements of the PFIA, which currently include (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; (2) direct obligations of the State or its agencies and instrumentalities; (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which is guaranteed or insured by or backed by the full faith and credit of, the State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than “A” or its equivalent; (6) bonds issued, assumed or guaranteed by the State of Israel; (7) interest-bearing banking deposits that are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, or the National Credit Union Share Insurance Fund or its successor; (8) interest-bearing banking deposits other than those described by clause (7) if (A) the funds invested in the banking deposits are invested through: (i) a broker with a main office or branch office in this state that the City selects from a list the governing body or designated investment committee of the City adopts as required by Section 2256.025, Texas Government Code; or (ii) a depository institution with a main office or branch office in this state that the City selects; (B) the broker or depository institution selected as described by (A) above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the City’s account; (C) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and (D) the City appoints as the City’s custodian of the banking deposits issued for the City’s account: (i) the depository institution selected as described by (A) above; (ii) an entity described by Section 2257.041(d), Texas Government Code; or (iii) a clearing broker dealer registered with the SEC and operating under SEC Rule 15c3-3; (9) (i) certificates of deposit or share certificates meeting the requirements of the PFIA that are issued by an institution that has its main office or a branch office in the State and are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, or their respective successors, or are secured as to principal by obligations described in clauses (1) through (8) or in any other manner and provided for by law for City deposits, or (ii) certificates of deposits where (a) the funds are invested by the City through (A) a broker that has its main office or a branch office in the State and is selected from a list adopted by the City as required by law, or (B) a depository institution that has its main office or branch office in the State that is selected by the City, (b) the broker or the depository institution selected by the City arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City, (c) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States, and (d) the City appoints the depository institution selected under (a) above, a custodian as described by Section 2257.041(d) of the Texas Government Code, or a clearing broker-dealer registered with the SEC and operating pursuant to SEC Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the City with respect to the certificates of deposit; (10) fully collateralized repurchase agreements that have a defined

termination date, are secured by a combination of cash and obligations described in clause (1) above or clause (12) below, require the securities being purchased by the City or cash held by the City to be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City, and are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State; (11) certain bankers' acceptances with the remaining term of 270 days or less, if the short-term obligations of the accepting bank or its parent are rated at least "A-1" or "P-1" or the equivalent by at least one nationally recognized credit rating agency; (12) commercial paper with a stated maturity of 365 days or less that is rated at least "A-1" or "P-1" or the equivalent by either (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a U.S. or state bank; (13) no-load money market mutual funds registered with and regulated by the United States SEC that provide the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940 and that comply with federal SEC Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and (14) no-load mutual funds registered with the SEC that have an average weighted maturity of less than two years, and either (a) a duration of one year or more and invest exclusively in obligations described in under this heading, or (b) a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities. In addition, bond proceeds may be invested in guaranteed investment contracts that have a defined termination date and are secured by obligations, including letters of credit, of the United States or its agencies and instrumentalities, other than the prohibited obligations described below, in an amount at least equal to the amount of bond proceeds invested under such contract and are pledged to the City and deposited with the City or a third party selected and approved by the City.

The City may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than "AAA" or "AAAm" or an equivalent by at least one nationally recognized rating service. The City may also contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the City retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the City must do so by order, ordinance, or resolution. The City is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than ten (10) years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Political subdivisions such as the City are authorized to implement securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (8) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than "A" or its equivalent or (c) cash invested in obligations described in clauses (1) through (8) above, clauses (12) through (14) above, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the City, held in the City's name and deposited at the time the investment is made with the City or a third party designated by the City; (iii) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State; and (iv) the agreement to lend securities has a term of one year or less.

Under State law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that include a list of authorized investments for City funds, the maximum allowable stated maturity of any individual investment, the maximum average dollar-weighted maturity allowed for pooled fund groups, methods to monitor the market price of investments acquired with public funds, a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis, and procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the PFIA. All City funds must be invested consistent with a formally adopted "Investment Strategy Statement" that specifically addresses each fund's investment. Each Investment

Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under State law, the City's investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment considering the probable safety of capital and the probable income to be derived." At least quarterly the City's investment officers must submit an investment report to the City Council detailing: (1) the investment position of the City, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, the ending market value and the fully accrued interest for the reporting period of each pooled fund group, (4) the book value and market value of each separately listed asset at the end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategies and (b) State law. No person may invest City funds without express written authority from the City Council.

Under State law, the City is additionally required to: (1) annually review its adopted policies and strategies; (2) adopt by written instrument a rule, order, ordinance or resolution stating that it has reviewed its investment policy and investment strategies and records any changes made to either its investment policy or investment strategy in the respective rule, order, ordinance or resolution; (3) require any investment officers with personal business relationships or relatives with firms seeking to sell securities to the City to disclose the relationship and file a statement with the Texas Ethics Commission and the City Council; (4) require the qualified representative of firms offering to engage in an investment transaction with the City to: (a) receive and review the City's investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude investment transactions conducted between the City and the business organization that are not authorized by the City's investment policy (except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio, requires an interpretation of subjective investment standards or relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority), and (c) deliver a written statement in a form acceptable to the City and the business organization attesting to these requirements; (5) in conjunction with its annual financial audit, perform a compliance audit of the management controls on investments and adherence to the City's investment policy; (6) provide specific investment training for the Treasurer, chief financial officer and investment officers; (7) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse purchase agreement; (8) restrict the investment in no-load mutual funds in the aggregate to no more than 15% of the City's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service; (9) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements; and (10) at least annually review, revise and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

INFORMATION RELATING TO THE TRUSTEE

The City has appointed Wilmington Trust, National Association, a national banking association organized under the laws of the United States, to serve as Trustee. The Trustee is to carry out those duties assignable to it under the Indenture. Except for the contents of this section, the Trustee has not reviewed or participated in the preparation of this Limited Offering Memorandum and assumes no responsibility for the contents, accuracy, fairness or completeness of the information set forth in this Limited Offering Memorandum or for the recitals contained in the Indenture or the Bonds, or for the validity, sufficiency, or legal effect of any of such documents.

Furthermore, the Trustee has no oversight responsibility, and is not accountable, for the use or application by the City of any of the Bonds authenticated or delivered pursuant to the Indenture or for the use or application of the proceeds of such Bonds by the City. The Trustee has not evaluated the risks, benefits, or propriety of any investment in the Bonds and makes no representation, and has reached no conclusions, regarding the value or condition of any assets or revenues pledged or assigned as security for the Bonds, the technical or financial

feasibility of the project, or the investment quality of the Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

In the Indenture, the City has agreed to compensate the Trustee from the amount collected each year for Annual Collection Costs and in the manner set forth in the Indenture for the Trustee's services as Trustee and as Paying Agent/Registrar; provided, however, notwithstanding anything in the Indenture to the contrary, the aggregate value of the Indenture and the compensation paid to the Trustee under the Indenture does not and shall not exceed the dollar limitation set forth in Section 2271.002(a)(2) and Section 2274.002(a)(2) of the Texas Government Code. In the Indenture, the Trustee agrees to submit to the City and/or the PID Administrator an annual report, no later than six months after each Bond Year (as defined in the Indenture), beginning with the Bond Year ending September 30, 2023, setting forth (i) the amount of fees the Trustee has received pursuant to the terms of the Indenture for the preceding Bond Year and (ii) the cumulative amount of fees paid to the Trustee pursuant to the terms of the Indenture to the date of such annual report. If at any time the Trustee receives compensation from the City under the Indenture that would otherwise cause the aggregate value of the Indenture to exceed the dollar limitation set forth in Section 2271.002(a)(2) and Section 2274.002(a)(2) of the Texas Government Code, the Trustee shall have an immediate reimbursement obligation due to the City for the amount of any such excess and shall promptly return the amount of such excess to the City. For the avoidance of doubt, any such excess amount shall never constitute compensation to the Trustee under the Indenture. See "APPENDIX B — Form of Indenture."

Additional information about the Trustee may be found at its website at www.wilmingtontrust.com. Neither the information on the Trustee's website, nor any links from that website, is a part of this Limited Offering Memorandum, nor should any such information be relied upon to make investment decisions regarding the Bonds.

SOURCES OF INFORMATION

General

The information contained in this Limited Offering Memorandum has been obtained primarily from the City's records, the Developers and their respective representatives and other sources believed to be reliable. In accordance with its responsibilities under the federal securities law, the Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of the transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum or any sale hereunder will create any implication that there has been no change in the financial condition or operations of the City or the Developers described herein since the date hereof. This Limited Offering Memorandum contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized. The summaries of the statutes, resolutions, ordinances, indentures and engineering and other related reports set forth herein are included subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information.

Developers

Managing Developer. The information contained in this Limited Offering Memorandum relating to the description of the Authorized Improvements, the Development and the Developers generally and, in particular, the information included in the maps in the Limited Offering Memorandum and in the sections captioned "PLAN OF FINANCE — Development Plan" and "— Additional Indebtedness," "OVERLAPPING TAXES AND DEBT — Homeowners' Association," "THE IMPROVEMENT AREA #2 AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT," and "THE DEVELOPERS" (only as it pertains to the Managing Developer) and, to the best of its knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Managing Developer, the Authorized Improvements and the Development), "LEGAL MATTERS — Litigation — The Developers" (only as it pertains to the Managing Developer), "CONTINUING DISCLOSURE — The Developers — Managing Developer" and "— The Developers' Compliance with Prior Undertakings — Managing Developer," "APPENDIX E-2" and "APPENDIX G" has been provided by the Managing Developer, and the Managing

Developer warrants and represents that the information contained herein is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they were made, not misleading. At the time of delivery of the Bonds to the Underwriter, the Managing Developer will deliver a certificate to this effect to the City and the Underwriter.

Tri Pointe. The information contained in this Limited Offering Memorandum relating to the description of Tri Pointe generally and, in particular, the information included in the sections captioned “PLAN OF FINANCE — Development Plan” and “— Additional Indebtedness,” and “THE DEVELOPERS” (only as it pertains to Tri Pointe) and, to the best of its knowledge after due inquiry, under the captions “BONDHOLDERS’ RISKS” (only as it pertains to Tri Pointe and the Development), “LEGAL MATTERS — Litigation — The Developers” (only as it pertains to Tri Pointe), “CONTINUING DISCLOSURE — The Developers – Tri Pointe” and “— The Developers’ Compliance with Prior Undertakings – Tri Pointe,” “APPENDIX E-3” and “APPENDIX G” has been provided by Tri Pointe, and Tri Pointe warrants and represents that the information contained herein is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they were made, not misleading. At the time of delivery of the Bonds to the Underwriter, Tri Pointe will deliver a certificate to this effect to the City and the Underwriter.

Experts

The information regarding the Service and Assessment Plan in this Limited Offering Memorandum has been provided by P3Works, LLC and has been included in reliance upon the authority of such firm as experts in the field of assessment allocation/methodology and district administration.

The information regarding the Appraisal in this Limited Offering Memorandum has been provided by the Appraiser and has been included in reliance upon the authority of such firm as experts in the field of the appraisal of real property. The Appraiser has consented to the inclusion of the Appraisal herein.

Updating of Limited Offering Memorandum

If, subsequent to the date of the Limited Offering Memorandum, the City learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Underwriter, of any adverse event which causes the Limited Offering Memorandum to be materially misleading, and unless the Underwriter elects to terminate its obligation to purchase the Bonds, the City will promptly prepare and supply to the Underwriter an appropriate amendment or supplement to the Limited Offering Memorandum satisfactory to the Underwriter; provided, however, that the obligation of the City to so amend or supplement the Limited Offering Memorandum will terminate when the City delivers the Bonds to the Underwriter, unless the Underwriter notifies the City on or before such date that less than all of the Bonds have been sold to ultimate customers; in which case the City’s obligations hereunder will extend for an additional period of time (but not more than ninety (90) days after the date the City delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

FORWARD-LOOKING STATEMENTS

Certain statements included or incorporated by reference in this Limited Offering Memorandum constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21e of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “project,” “anticipate,” “budget” or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS,

PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

AUTHORIZATION AND APPROVAL

The City Council has approved the form and content of this Preliminary Limited Offering Memorandum and has authorized this Preliminary Limited Offering Memorandum to be used by the Underwriter in connection with the marketing and sale of the Bonds.

CITY OF DRIPPING SPRINGS, TEXAS

Mayor

ATTEST:

City Secretary

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APPENDIX A

GENERAL INFORMATION REGARDING THE CITY

The following information has been provided for informational purposes only.

General Information

The City is located in northwestern Hays County, 21 miles west of Austin along U.S. Highway 290. The City covers approximately 3.3 square miles. The City’s 2020 census population was 4,650. The City’s 2024 population estimate is ~~6,250~~8,689.

The City is a political subdivision formed in 1981 and is a Type A general law municipality of the State of Texas, duly organized and existing under the laws of the State. City Council is comprised of the Mayor and five Council members who are elected for staggered two-year terms. The City Council formulates operating policy for the City while the City Administrator is the chief administration officer.

Historical Employment in Hays County

	Average Annual				
	2024 ⁽¹⁾	2023	2022	2021	2020
Civilian Labor Force	148,053	143,130	138,543	129,600	121,304
Total Employed	142,477	138,268	134,363	124,271	113,639
Total Unemployed	5,576	4,862	4,180	5,329	7,665
Unemployment Rate	3.5%	3.4%	3.0%	4.1%	6.3%

⁽¹⁾ Data through June of 2024.
Source: Texas Labor Market Information.

Ten Largest Employers in Hays County (2023)

The ten largest employers in Hays County are set forth in the table below.

Employer	Employees
Amazon Fulfillment Center Texas State University	4,390 3,653
Texas State University Hays CISD	3,730 3,058
Hays CISD Amazon Fulfillment Center	3,430 1,953
Premium Outlets	1,600
Tanger Factory Outlet Center	1,540
San Marcos CISD	1,400 1,264
Hays County	1,100 1,120
Dripping Springs ISD	1,090 1,029
HEB Distribution Center	750
Christus Santa Rosa Hospital	700
HEB Distribution Center	692

Source: ~~County’s fiscal year 2023 audited financial statements~~ [Hays County Annual Comprehensive Financial Report, for the year ended September 30, 2023.](#)

Surrounding Economic Activity

The major employers of municipalities within or surrounding the City are set forth in the table below.

City of Buda, TX		City of Austin, TX		City of Kyle, TX	
Approximately 20 Miles from the City		Approximately 20 Miles from the City		Approximately 20 Miles from the City	
Employer	Employees	Employer	Employees	Employer	Employees
Capital Excavation	315	State Government	39,306	Hays County ISD	2,383
HEB Grocery	249	University of Texas at Austin	29,597	Seton Medical Center Hays	610
Walmart	240	HEB	20,749	City of Kyle	251
Pro Build	222	City of Austin	15,548	HEB Plus	208
Fat Quarter Shop	215	Federal Government	15,000	Legend Oaks Healthcare	116
Cabela's	196	Dell Computer Corporation	13,000	Lowes	108
Texas Lehigh Cement	180	Ascension Seton	12,086	Warm Springs Rehab Hospital	100
U.S. Foods	159	Amazon.com LLC	11,000	Home Depot	80
Hays Community YMCA	157	St. David's Healthcare Partnership	10,854	Austin Community College at Hays	58
Capital Spectrum	150	IBM Corporation	10,565	RSI, Inc.	40

City of San Marcos TX	
Approximately 30 Miles from the City	
Employer	Employees
Amazon	5,000
Texas State University	3,730
San Marcos Premium Outlets	1,600
Tanger Factory Outlets	1,540
San Marcos CISD	1,400
Hays County	885
City of San Marcos	818
HEB Distribution Center	750
Central TX Medical Center	675
CFAN	500

City of New Braunfels, TX	
Approximately 40 Miles from the City	
Employer	Employees
Comal ISD	2,895
Schlitterbahn Water Park	2,100
Wal-Mart Distribution Center	1,250
New Braunfels ISD	1,188
City of New Braunfels	812
Sysco	810
Hunter Industries-Colorado Materials	730
Comal County	681
HD Supply	538
Rush Enterprises	518

Source: For information relating to the City of Buda, the Municipal Advisory Council of Texas; for information relating to the remaining cities, the individual city's 2023 ACFR.

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APPENDIX B
FORM OF INDENTURE

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APPENDIX C
FORM OF SERVICE AND ASSESSMENT PLAN

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APPENDIX D
FORM OF OPINION OF BOND COUNSEL

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APPENDIX E-1
FORM OF DISCLOSURE AGREEMENT OF THE ISSUER

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APPENDIX E-2
FORM OF DISCLOSURE AGREEMENT OF THE MANAGING DEVELOPER

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APPENDIX E-3
FORM OF DISCLOSURE AGREEMENT OF TRI POINTE

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APPENDIX F
APPRAISAL

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APPENDIX G
FINANCING AGREEMENT

Summary report:	
Litera Compare for Word 11.5.0.74 Document comparison done on 8/14/2024 2:59:37 PM	
Style name: Standard	
Intelligent Table Comparison: Active	
Original DMS: nd://4129-9341-9344/3/Dripping Springs, Heritage Park PID IA #2 - PLOM.docx	
Modified DMS: nd://4129-9341-9344/4/Dripping Springs, Heritage Park PID IA #2 - PLOM.docx	
Changes:	
Add	115
Delete	110
Move From	0
Move To	0
Table Insert	2
Table Delete	3
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	230



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

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: August 20, 2024

Agenda Item Wording: Discuss and consider approval of an Agreement related to reimbursement for Segment 1 of the East Interceptor Project with Taylor Morrison of Texas, Inc., a Texas corporation (“TM”), and North DSP, LLC, a Texas limited liability company (“NDSP”). *Sponsor: Mayor Bill Foulds, Jr.*

Agenda Item Requestor:

Summary/Background: This agreement is to ensure reimbursement for the East Interceptor Segment 1. The amount for the first 8 inches will be paid for by the developer. The oversizing will be funded by:

1. TWDB Funds;
2. Impact Fees from Development; and/or
3. An LUE Fee at Gateway Village if developer has to pay and then be reimbursed.

The City will enter into an agreement for this construction. Simultaneously, the Developer will deposit its pro rata share for the construction. The remainder will be paid in one of these methods, or through funding by the developer that is reimbursed, by September 2025.

Commission Recommendations: N/A

Recommended Council Actions: Approval.

Attachments: East interceptor agreement. Previous agreement and WW agreement.

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement is entered into by and between the City of Dripping Springs, Texas, a general laws municipality (the “City”), Taylor Morrison of Texas, Inc., a Texas corporation (“TM”), and North DSP, LLC, a Texas limited liability company (“NDSP”). The City, DSP and NDSP entered into that certain East Interceptor Agreement dated April 18, 2023 (“EI Agreement”); DSP assigned all of its right, title and interest in the EI Agreement to TM and TM assumed all of the obligations of DSP under the EI Agreement. All capitalized words shall have the same meaning as described in EI Agreement, unless otherwise indicated herein. TM and NDSP are jointly herein referred to as “Owners”.

RECITALS

- A. The City agreed to construct at its cost the East Interceptor sewer line (the “EI”) from the Connection Point to the City WWTP and provide wastewater service to the Developments in accordance with the Utility Agreements.
- B. Owners agreed to provide to the City (at no cost to the City) easements necessary for all wastewater facilities, equipment or related improvements necessary to serve the Developments between the structures on the Developments and the Connection Point ("Developer Lines") as shown on the map attached to the EI Agreement as Exhibit B. The easements were approved by the City.
- C. The City retained the authority to determine the method by which the EI would be financed.
- D. The City and Owners are in agreement as to how the East Interceptor will be financed.

AGREEMENT

The City and Owners have agreed to the following:

1. The City has received construction bids for the installation of the EI as shown in Exhibit 1.
2. Owners are responsible for the cost of the EI at a size of eight (8) inches as estimated in Exhibit 1.
3. The City is responsible for the cost of any oversizing of the eight-inch (8-inch) EI in order to accommodate additional sewer flows.
4. The City has elected to construct the EI and Owners have agreed to deliver to the City the cost of the 8-inch EI upon execution of the construction contract to build the EI. TM will only be obligated to compensate for the costs that are related to the infrastructure that will be removed in Village Grove Phase 1, as a result of the EI replacing the 8-inch wastewater line that is included within Village Grove Phase 1. NDSP will be obligated to fund the remainder of the 8-inch portion of the EI.

5. The City shall pay for the oversizing of the 8-inch EI.

6. If the Texas Water Development Board’s loan to the City is not funded in an amount sufficient to fully reimburse the City for the sums paid for its share of the EI on or before September 30, 2025, then NDSP shall loan to the City such sums so that the City is fully repaid for the cost of the oversizing of the EI on or before September 30, 2025. In such event, NDSP will be repaid for all sums loaned to the City as follows:
 - a. All sums received by the City from the loan from the Texas Water Development Board (“TWDB”) will be paid over to NDSP until the loan is paid in full; and

 - b. If the loan proceeds from TWDB, if any, are insufficient to fully repay the loan from NDSP, then the City shall pay to NDSP all sums collected from Gateway Village wastewater impact fees. If the loan proceeds from TWDB, if any, and the Gateway Village wastewater impact fees are insufficient to fully repay the loan from NDSP, the City shall pay to NDSP the additional \$3,000.00 per wastewater LUE fee imposed on the lots within Gateway Village per the EI Agreement.

7. The Parties further agree that if the amount (i) received from the TWDB loan, if any, and/or (ii) collected from the impact fees for all of the lots in Phase 1, but not less than 146 lots, of the Gateway Village development paid to the City by September 30, 2025 are sufficient to reimburse the City for all sums paid for the oversizing of the EI, then (i) the \$3000.00 Reimbursement Fee for each LUE in Gateway Village will be permanently waived, and (ii) NDSP will not be responsible to loan the City for any payments the City made for the oversizing of the EI.

Effective as of _____, 2024.

CITY:

CITY OF DRIPPING SPRINGS,
a Type A General-Law Municipality

By: _____

Name: Bill Foulds, Jr.

Title: Mayor

ATTEST:

By: _____

Name: Diana Boone

Title: City Secretary

TAYLOR MORRISON OF TEXAS, INC.
a Texas corporation

By: _____
Name: _____
Title: _____

NORTH DSP, LLC
A Texas limited liability company

By: _____
Name: _____
Title: _____

Exhibit – 1

City of Dripping Springs Wastewater
 East Interceptor Segment 1
 June 10, 2024

	Item	Quantity	Unit	Unit Cost	Total
GENERAL CONDITIONS/MOBILIZATION					
1	MOBILIZATION	1	LS	\$ 30,000	\$ 30,000
2	P&P BONDS	1	LS	\$ 45,000	\$ 45,000
TOTAL GENERAL CONDITIONS/MOBILIZATION					\$ 75,000
EROSION CONTROL					
3	CONCRETE WASHOUT AREA	1	EA	\$ 900	\$ 900
4	SILT FENCE	2,590	LF	\$ 5	\$ 12,432
5	CONSTRUCTION ENTRANCE	2	EA	\$ 3,000	\$ 6,000
6	18"X24" ROCK BERM	40	LF	\$ 45	\$ 1,800
7	REVEGETATION AND WATERING	20,304	SY	\$ 2	\$ 40,608
8	IMPORTED TOP SOIL 6" THICK	20,304	SY	\$ 10	\$ 192,888
TOTAL EROSION CONTROL					\$ 254,628
CLEARING & GRADING					
9	CLEARING & SITE PREPARATION	1	LS	\$ 57,000	\$ 57,000
10	HAUL OFF UTILITY SOILS TO PROPER LAND FILL	2,060.52	CY	\$ 30	\$ 61,816
TOTAL CLEARING & GRADING					\$ 118,816
WASTEWATER					
11	TRAFFIC CONTROL	1	LS	\$ 9,500	\$ 9,500
12	PLUMBING PERMITS AND FEES	1	LS	\$ 6,000	\$ 6,000
13	8" SDR 26 PVC PIPE (ALL DEPTHS)	84	LF	\$ 61	\$ 5,124
14	12" SDR 26 PVC PIPE (ALL DEPTHS)	112	LF	\$ 130	\$ 14,560
15	18" SDR 26 PVC PIPE (ALL DEPTHS)	56	LF	\$ 175	\$ 9,800
16	24" SDR 26 PVC PIPE (ALL DEPTHS)	1,974	LF	\$ 341	\$ 673,134
17	30" SDR 26 PVC PIPE (ALL DEPTHS)	742	LF	\$ 391	\$ 290,122
18	36" STEEL CASING JACK & BORE	417	LF	\$ 1,250	\$ 521,250
19	6' DIAMETER MANHOLE	4	EA	\$ 23,500	\$ 94,000
20	6' DIAMETER DROP MANHOLE	2	EA	\$ 29,850	\$ 59,700
21	6' DIAMETER BOLTED DROP MANHOLE	1	EA	\$ 26,250	\$ 26,250
22	6' DIAMETER VENTED MANHOLE	2	EA	\$ 24,800	\$ 49,600
23	6' DIAMETER BOLTED AND VENTED MANHOLE	1	EA	\$ 27,000	\$ 27,000
24	TRENCH SAFETY	2,701	LF	\$ 1	\$ 2,701
TOTAL WASTEWATER					\$ 1,788,741
TOTAL					\$ 2,237,185

	Item	Quantity	Unit	Unit Cost	Total
1	TRAFFIC CONTROL	1	LS	\$ 9,500	\$ 9,500
2	[TRAFFIC CONTROL]	1	LS	\$ (9,500)	\$ (9,500)
3	PLUMBING PERMITS AND FEES	1	LS	\$ 6,000	\$ 6,000
4	[PLUMBING PERMITS AND FEES]	1	LS	\$ (6,000)	\$ (6,000)
5	8" SDR 26 PVC PIPE (ALL DEPTHS)	84	LF	\$ 61	\$ 5,124
6	12" SDR 26 PVC PIPE (ALL DEPTHS)	112	LF	\$ 130	\$ 14,560
7	18" SDR 26 PVC PIPE (ALL DEPTHS)	56	LF	\$ 175	\$ 9,800
8	24" SDR 26 PVC PIPE (ALL DEPTHS)	1,974	LF	\$ 341	\$ 673,134
9	[8" SDR 26 PVC PIPE (ALL DEPTHS)]	1,974	LF	\$ (61)	\$ (120,414)
10	30" SDR 26 PVC PIPE (ALL DEPTHS)	742	LF	\$ 391	\$ 290,122
11	[8" SDR 26 PVC PIPE (ALL DEPTHS)]	742	LF	\$ (61)	\$ (45,262)
12	36" STEEL CASING JACK & BORE	417	LF	\$ 1,250	\$ 521,250
13	[16" STEEL CASING JACK & BORE]	417	LF	\$ (750)	\$ (312,750)
14	6' DIAMETER MANHOLE	4	EA	\$ 23,500	\$ 94,000
15	[4' DIAMETER MANHOLE]	4	EA	\$ (9,650)	\$ (38,600)
16	6' DIAMETER DROP MANHOLE	2	EA	\$ 29,850	\$ 59,700
17	[4' DIAMETER DROP MANHOLE]	2	EA	\$ (13,000)	\$ (26,000)
18	6' DIAMETER BOLTED DROP MANHOLE	1	EA	\$ 26,250	\$ 26,250
19	[4' DIAMETER BOLTED DROP MANHOLE]	1	EA	\$ (7,100)	\$ (7,100)
20	6' DIAMETER VENTED MANHOLE	2	EA	\$ 24,800	\$ 49,600
21	[4' DIAMETER MANHOLE]	2	EA	\$ (9,650)	\$ (19,300)
22	6' DIAMETER BOLTED AND VENTED MANHOLE	1	EA	\$ 27,000	\$ 27,000
23	[4' DIAMETER BOLTED DROP MANHOLE]	1	EA	\$ (7,100)	\$ (7,100)
24	TRENCH SAFETY	2,701	LF	\$ 1	\$ 2,701
25	[TRENCH SAFETY]	2,701	LF	\$ (1)	\$ (2,701)
TOTAL					\$ 1,194,014
TOTAL COST OF WASTEWATER					\$ 1,788,741
COST EQUIVALENT FOR 8" WASTEWATER					\$ (594,727)
OVERSIZE COST					\$ 1,194,014

NOTE: [ITEMS EQUIVALENT TO SERVE GATEWAY VILLAGE]

EAST INTERCEPTOR AGREEMENT

This East Interceptor Agreement (“Agreement”) is between the City of Dripping Springs, a Type A General Law City located in Hays County, Texas (the “City”) and Dripping Springs Partners, LLC, a Texas limited liability company (“DSP”) North DSP, LLC, a Texas limited liability company (“North”). Collectively, the City, DSP and North, are referred to herein as the “Parties.” DSP and North are jointly referred to herein as the “Developer”.

RECITALS:

- A. DSP owns property in Hays County, Texas (the “Village Gove”) and North owns property in Hays County, Texas (Gateway Village”) (Village Grove and Gateway Village are jointly herein referred to as the “Developments”). The Developments are or will be within the boundaries of the Dripping Springs Municipal Utility District No. 1, a Texas water district operating pursuant to Chapters 49 and 54 of the Texas Water Code (“DSMUD”) and will be served by the City with wastewater pursuant to the Utility Agreements described below.
- B. The City intends to construct a wastewater transmission line from a point North of Highway 290 to its wastewater treatment plant located south of FM 150 in Hays County, Texas (“City Plant”). This line is referred to as the “East Interceptor” and the approximate alignment of the East Interceptor (subject to revision) is currently identified at Exhibit A.
- C. DSP and North intend that customers at the Developments will utilize the East Interceptor to send waste from the Developments to the City Plant for treatment and disposal.
- D. The City plans on building the East Interceptor from the connection point shown on Exhibit A to the City WWTP (“Connection Point”). The City also plans on using the East Interceptor to serve the Developments as well as to serve other land.
- E. The City has entered into a Wastewater Utility Service and Fee Agreement with North with an effective date of April 18, 2023. The City entered into Wastewater Utility Service and Fee Agreements with DSP with an effective date of June 21, 2022. The agreements are incorporated herein by reference and are hereafter jointly referred to as the “Utility Agreements”.
- F. DSP and North desire to connect wastewater lines within the boundaries of DSMUD to the East Interceptor.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties agree as follows:

- 1. Except for the construction of the wastewater infrastructure connecting to the East Interceptor, this Agreement does not modify the Utility Agreements. This Agreement does not modify or affect any agreements between DSP and DSMUD or North and DSMUD.

2. The City has agreed to construct at its cost the East Interceptor from the Connection Point to the City WWTP and will provide wastewater service to the Developments in accordance with the Utility Agreements.
3. DSP and North will provide to the City (at no cost to the City) easements necessary for all wastewater facilities, equipment or related improvements necessary to serve the Developments between the structures on the Developments and the Connection Point (“Developer Lines”) as shown on the map attached hereto as Exhibit B. The easements must be in the form set-forth in the Utility Agreements or as otherwise approved by the City.
4. The City, in its sole discretion, shall elect within ninety (90) days after the date hereof:
 - (i.) to construct the Developer Lines. If the City elects to construct the Developer Lines, North shall pay to the City a sum of money equal to the cost of constructing the Developer Lines consisting of an eight inch sewer line at the time that the City lets the contracts for the construction; or
 - (ii.) to allow North to construct the Developer Lines. If the City elects to allow North to construct the Developer Lines, North agrees to construct the Developer Lines in accordance with and subject to the requirements identified in the Utility Agreements, including, but not limited to, the requirement that they are constructed with a construction warranty and guarantee. Additionally, if the City desires that the Developer Lines should be oversized to accommodate other land that is not the subject of this Agreement, North will construct the Developer Lines to the size specified by the City and the City will pay the incremental costs associated with such oversizing (including, but not limited to, additional cost of the pipes, excavation, and drilling or boring). The City will owe to North those incremental costs and will thereafter reimburse North these incremental costs as follows:
 - (A) if the City determines that it is permitted to request draws from the City’s loan from TWDB (the “Loan”) to reimburse North, the City will obtain draws from the Loan sufficient to reimburse North for the incremental costs and deliver to North such funds. If the City determines that TWDB allows the reimbursement to North, prior to construction, North shall require its contractor performing the work to meet all of the related federal requirements in the solicitation, contract terms, and reimbursement requests and such other requirements of the Texas Water Development Board (“TWDB”); or
 - (B) If the TWDB loan proceeds are unavailable to the City for reimbursement to North, then at the same time that impact fees are collected, the City will collect from the builder of each structure a “Reimbursement Fee” for each LUE within Gateway Village a sum of \$3,000.00 and the amount collected will be used to reimburse North for the oversizing (and North will be entitled to the full amount collected, but also such reimbursement will not exceed the amount collected,

such that any overage will inure to the benefit of North and any shortage will be borne by North).

5. Upon construction and connection of the Developer Lines, and acceptance by the City, the easements and Developer Lines will be conveyed to the City.
6. Developer shall pay City all of the City Engineer's fees (plus a 20% administrative fee mark-up) for City Engineer review of plans or specifications, and for City Engineer inspections and consultation during the construction phase(s) and final inspections. Such payment is due within 60 days of receipt from the City of its invoice.
7. This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Hays County, Texas and hereby submit to the jurisdiction of the courts of Hays County, and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.
8. Developer agrees to pay the City's reasonably necessary engineering and legal fees incurred to prepare, negotiate, implement, interpret, or amend this Agreement. The City is entitled to reimbursement of such fees plus a 20% administrative charge.
9. This Agreement may be executed in counterparts.
10. The Effective Date of this Agreement is April 18, 2023

[signature page follows]

City of Dripping Springs, Texas

Bill Foulds, Jr.

Bill Foulds, Jr., Mayor

April 25, 2023

Date

Attest:

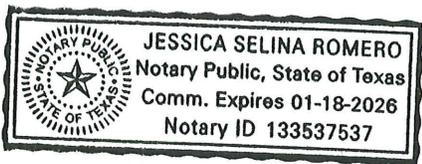
Andrea Cunningham

Andrea Cunningham, City Secretary



STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on *0425.23*, 2023, by **Bill Foulds, Jr.**, Mayor of the City of Dripping Springs, Texas general laws municipality, on behalf of said municipality.



[Signature]

Notary Public, State of Texas

^{DSP}
North DSP, LLC
a Texas limited liability company



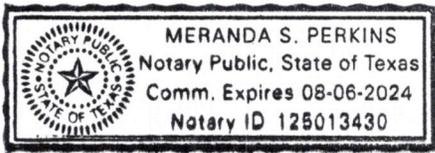
Matthew Scrivener, Manager

5.31.23

Date

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on May 31st, 2023,
by **Matthew Scrivener**, Manager of North DSP, LLC, a Texas limited liability company, on behalf
of said limited liability company.





Notary Public, State of Texas

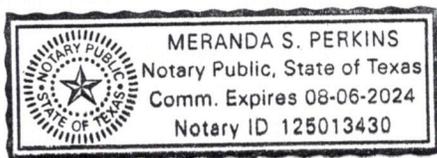
Dripping Springs Partners, LLC
a Texas limited liability company

Matthew Scrivener
Matthew Scrivener, Manager

5.31.23
Date

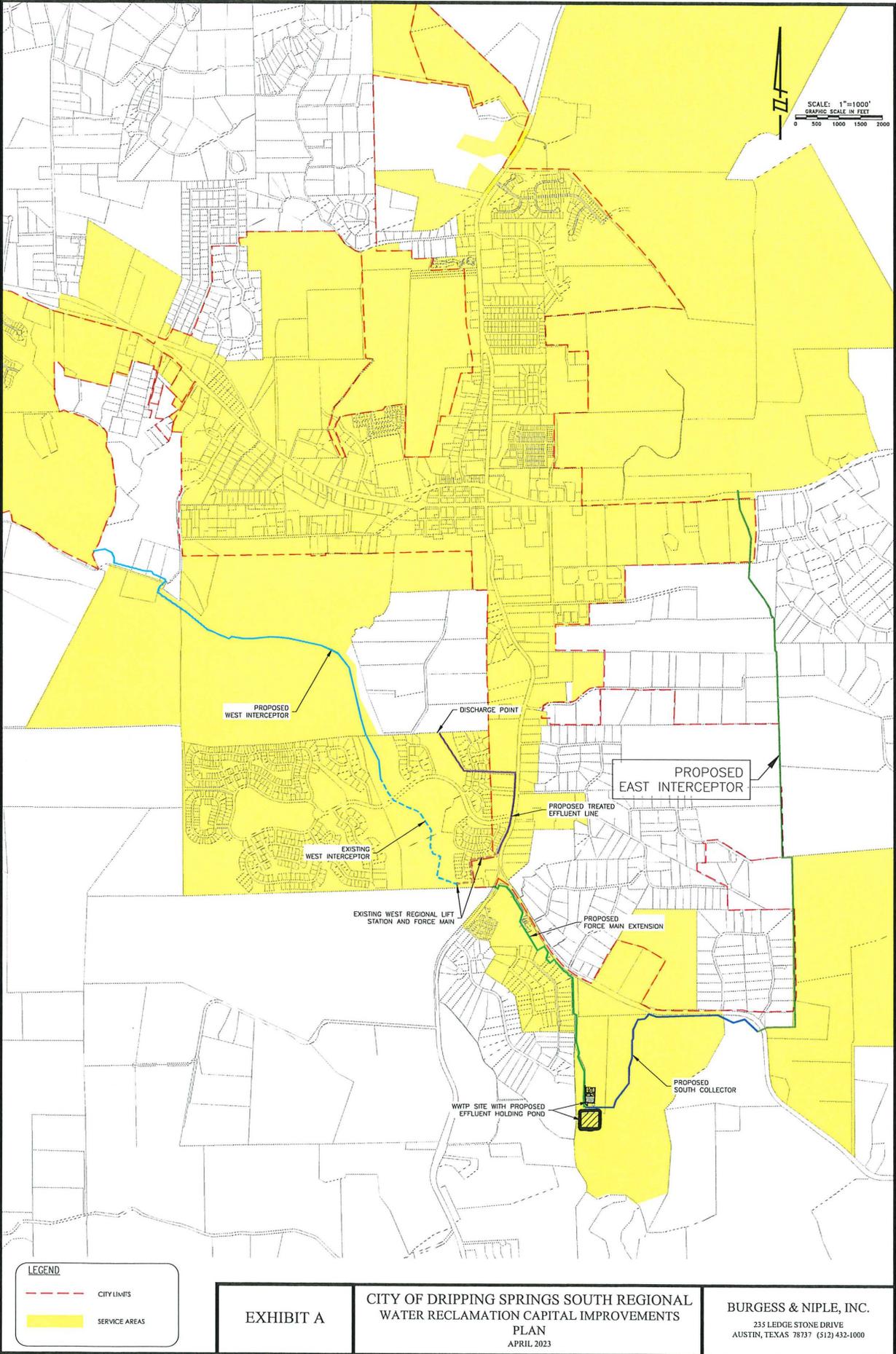
STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on May 31st, 2023,
by **Matthew Scrivener**, Manager of Dripping Springs Partners, LLC, a Texas limited liability
company, on behalf of said limited liability company.



Meranda S Perkins
Notary Public, State of Texas

EXHIBIT A
Connection Point



LEGEND

- CITY LIMITS
- SERVICE AREAS

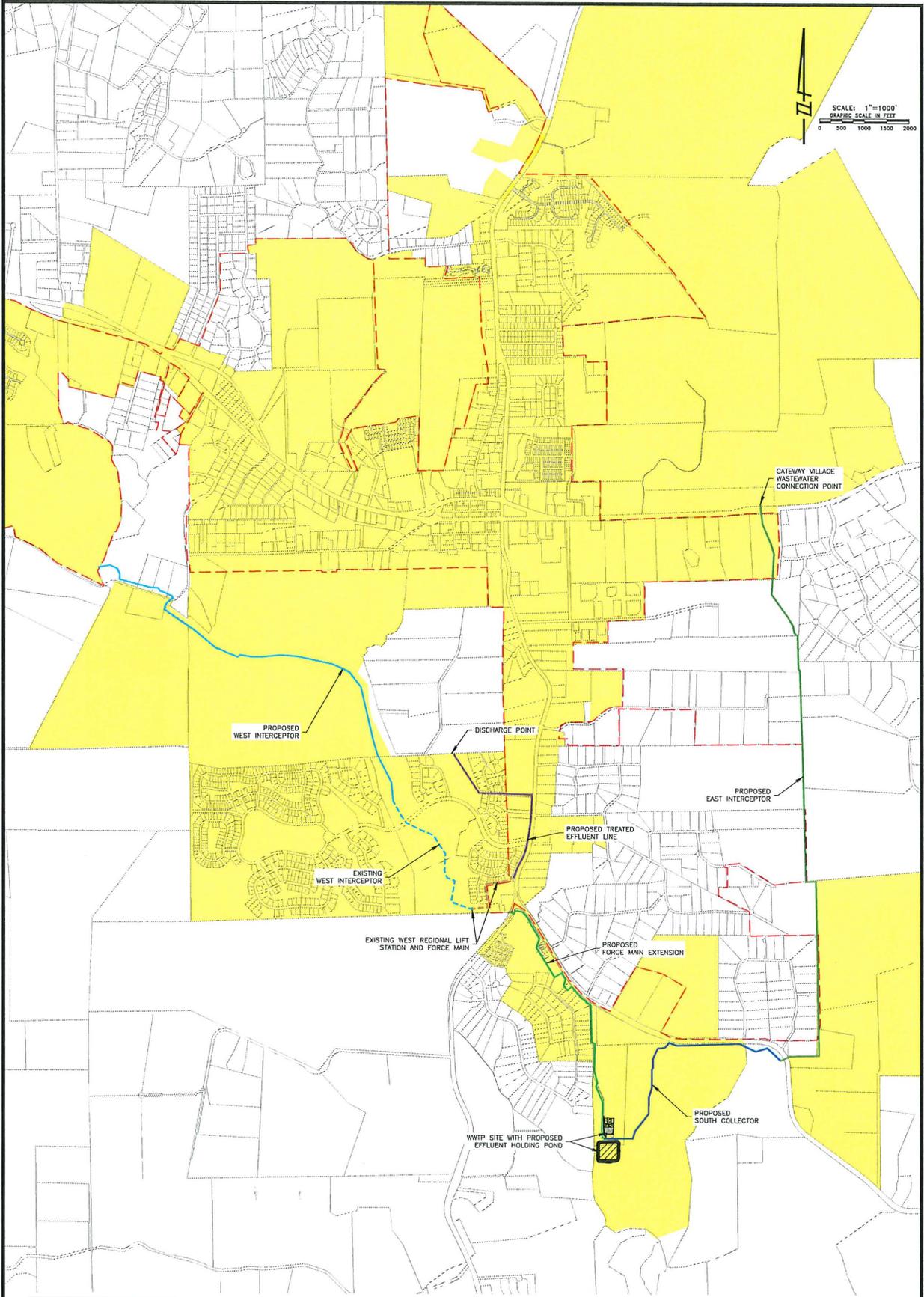
EXHIBIT A

CITY OF DRIPPING SPRINGS SOUTH REGIONAL WATER RECLAMATION CAPITAL IMPROVEMENTS PLAN
APRIL 2023

BURGESS & NIPLE, INC.
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737 (512) 432-1000

dwg - Apr 17, 2023 - 4:13pm - File: R:\1431 City of DS\Conan Koch-Gilroy\1431-WATER RECLAMATION.dwg

EXHIBIT B
Connection Point



LEGEND

- CITY LIMITS
- SERVICE AREAS

EXHIBIT B

CITY OF DRIPPING SPRINGS SOUTH REGIONAL WATER RECLAMATION CAPITAL IMPROVEMENTS PLAN

APRIL 2023

BURGESS & NIPL, INC.
 235 LEDGE STONE DRIVE
 AUSTIN, TEXAS 78737 (512) 432-1000

dwg - Apr 17, 2023 - 4:13pm - File: N:\1431 City of DSD\Common Ranch-Gateway Village\1431-WATER RECLAMATION.dwg

CITY OF DRIPPING SPRINGS EAST INTERCEPTOR SEGMENT 1

Texas Water Development Board Clean Water SRF – Project No. 73819

CITY COUNCIL

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

Mayor
Mayor Pro Tem
Place 2
Place 3
Place 4
Place 5

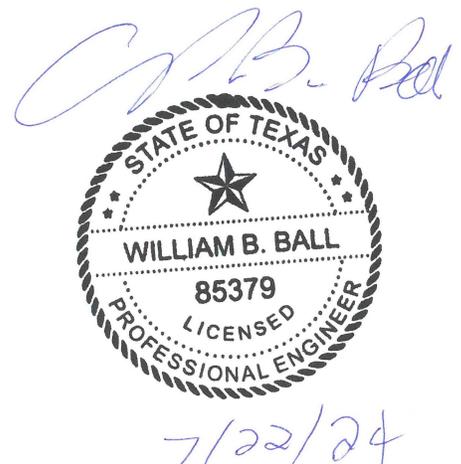
City Administrator
Michelle Fischer

JULY 2024

PREPARED BY

BURGESS & NIPLE
Engineers ■ Planners

235 Ledge Stone Dr,
Austin, Texas 78737
(512) 432-1000



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APPENDIX C – CITY OF DRIPPING SPRINGS EAST INTERCEPTOR SEGMENT 1 SHOP DRAWINGS

REQUEST FOR BIDS

The **City of DRIPPING SPRINGS** will receive sealed Bids for **CITY OF DRIPPING SPRINGS TWDB – CWSRF PROJECT NO. 73819 – EAST INTERCEPTOR SEGMENT 1**, until **10:00 AM, local time, August, 9th, 2024** in person at the Office of the Engineer: Burgess & Niple, Inc. (**235 Ledge Stone Drive**), **City of Austin**. All Bids will be publicly opened and read aloud at **10:00 AM, local time, August, 9th, 2024**. A non-mandatory Pre-Bid will occur at **2:00 PM, local time, August, 1st, 2024** in person at the Office of the Engineer: Burgess & Niple, Inc. (**235 Ledge Stone Drive, Austin, Texas 78737**).

The work to be performed includes furnishing all materials, equipment, tools, and labor necessary for the construction of the proposed 24- and 30-inch gravity main that is approximately 2947 feet. The gravity main will cross Highway 290 going south which will require boring and the approximate length of bore is 417. The proposed project will occur in conjunction with a current on-going Village Grove project that was awarded to a contractor. This project will need to be coordinated with the ongoing project contractor.

Contract Documents, including Drawings and Technical Specifications, are on file at the office of Burgess & Niple, Inc., 235 Ledge Stone Drive, Austin, Texas 78737 and the **City of Dripping Springs**. Physical Copies of the Contract Documents may be purchased for \$200.00 from Burgess & Niple, Inc. (Ph #512-432-1000) for each set of documents obtained. No refunds will be made. Documents may be acquired digitally from www.civcastusa.com for free.

A certified check or bank draft, payable to the order of the OWNER, negotiable U.S. Government bond (at par value) or a satisfactory Bid Bond executed by the Bidder and an acceptable Surety in an amount equal to five percent (5%) of the total Bid cost shall be submitted with each Bid.

Any contract or contracts awarded under this Request for Bids (RFP) are expected to be funded in part by grants/loans from the Texas Water Development Board (TWDB). Neither the State of Texas nor any of its departments, agencies, or employees are or will be a party to this RFP, or any resulting contract.

This RFP is issued in accordance with Section 2269 Subchapter D of the Texas Government Code (Competitive Sealed Bid Method) and Title 41 CFR Part 105.71 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments)

This procurement is subject to the Environmental Protection Agency's (EPA) "fair share policy," which includes EPA-approved "fair share goals" for Minority Business Enterprise (MBE) & Women Business Enterprise (WBE) firms in the Construction, Supplies, Equipment, and Services procurement categories. EPA's policy requires that applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts, and procurements to SMWBEs. Although EPA's policy does not mandate that the fair share goals be achieved, it does require applicants and prime contractors to demonstrate use of the six affirmative steps. The current fair share goals for the State of Texas are as follows:

MBE: CONSTRUCTION 24.50%; NON-CONSTRUCTION 24.05%; TOTAL COMBINED CONSTRUCTION AND NON-CONSTRUCTION 24.16%.
WBE: CONSTRUCTION 11.34%; NON-CONSTRUCTION 19.35%; TOTAL COMBINED CONSTRUCTION AND NON-CONSTRUCTION 17.38%.

All qualified Applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, or national origin. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60. Small, minority, and women owned business enterprises are encouraged to respond.

Attention is called to the fact that all laborers and mechanics working on the work site and employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Drinking Water State Revolving Fund shall be paid wages in compliance with the prevailing (Davis-Bacon) wage rate, as issued by the Department of Labor, and as set forth in the Contract Documents.

Any contract(s) awarded under this Invitation for Bids is/are subject to the American Iron and Steel (AIS) requirements of federal law, including federal appropriation acts.

All contractors/subcontractors which are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

The **City of Dripping Springs** reserves the right to reject any and/or all Bids, to waive technicalities, to re-advertise, and to proceed otherwise when the best interests of the city will be realized hereby.

The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

**SECTION 00100
INSTRUCTIONS TO BIDDERS**

I. REQUEST FOR PROPOSAL DATED AUGUST 9, 2024

The City of Dripping Springs (“Owner”) invites the submittal of responses to this “Request for Proposals” (RFP) from qualified Contractors (“Offerors” “Bidders” or “Respondents”) interested in providing construction services in accordance with Chapter 2269 of the Texas Government Code in connection with the construction of a wastewater project more specifically described in section 1.0 below.

1.0 SCOPE OF WORK

The City of Dripping Springs, Texas will accept competitive sealed proposals for construction of its East Interceptor Segment 1. The PROJECT will consist of construction of the proposed 24- and 30-inch gravity main that is approximately 2947 feet. The gravity main will cross Highway 290 going south which will require boring and the approximate length of bore is 417. The proposed project will occur in conjunction with a current on-going Village Grove project that was awarded to a contractor. This project will need to be coordinated with the ongoing project contractor.

Work in this Contract is generally described by the Contract Documents; titled as follows:

**City of Dripping Springs
East Interceptor Segment 1**

The City of Austin Standard Construction Specifications current at the time of bidding shall govern materials and methods used to do the work, and are made a part of this Contract. Whenever the term “City of Austin” is used in the City of Austin Specifications, it shall be construed to mean “OWNER, and or its designated representative.” Whenever the term “ENGINEER” is used in the City of Austin Specifications, it shall be construed to mean CMA Engineering, Inc. Technical Specifications provided are intended to supplement the City Standard Specifications, not to replace them. Any discrepancies between the City Standard Specifications and the terms of this Contract shall be reported to the Engineer, who shall determine which specification shall govern.

2.0 SELECTION PROCESS

Selection of Contractor will follow the process set forth in subchapter D of chapter 2269 of the Texas Government Code.

From a review of the proposals received, Owner will evaluate and rank each proposal no later than forty-five (60) days following the opening of the bids.

The preferred Offeror then will negotiate with Owner on contract conditions. If a contract cannot be successfully negotiated with the Offeror of choice, in the opinion of the Owner, negotiations will proceed with the next highest ranked Offeror until a mutually agreed

SECTION 00100
INSTRUCTIONS TO BIDDERS

contract can be negotiated. Owner intends to use modified EJCDC forms for the Agreement between Owner and Contractor as well as the General Conditions of the Contract. The selected Offeror will have an opportunity to review and negotiate the terms of the Agreements prior to executing the contract documents.

VI. EVALUATION CRITERIA

The criteria used to evaluate the RFP responses will include, but not be limited to, the following (items listed below are not listed in order of importance):

- A. **Qualifications of Contractor and Experience on Similar Projects.** Qualifications of firm in executing similar projects (emphasis on last five (5) years), as well as related municipal project experience, including completed and ongoing projects of the firm(s) and individuals who would be assigned to this Project.
- B. **Experience on Public Projects.** Related project experience on non-wastewater extension projects with other public owners including municipalities, school districts, and other local governmental entities, as well as experience with local subcontractors, with particular attention to individuals who would be assigned to this Project.
- C. **Available Resources to Complete Project.** This criterion would include personnel, resources and methodologies commonly used by your firm that may be applicable to the project categories.
- D. **Corporate history and stability.** This criterion includes the historical stability of the Offeror, its corporate structure and longevity, its history involving litigation or arbitration with owners and subcontractors, and a statement of any liquidated damages that have previously been withheld by public owner clients of the Offeror on projects in the last five (5) years.
- E. **Overall Responsiveness to the RFP.**
- F. **References.**
- G. **Cost.** This criterion includes the cost of all work, including any alternates, inclusive of all Offeror's general conditions and fees.

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INSTRUCTIONS TO BIDDERS**

Item	Weighting
A. Qualifications of Contractor and Experience on Similar Projects	20%
B. Experience on Public Projects	15%
C. Available Resources to Complete Project	15%
D. Corporate history and stability	5%
E. Overall Responsiveness to the RFP	5%
F. References	5%
G. Cost	35%

3.0 PREPARATION OF PROPOSAL

In preparing the Proposal, Offeror is to reference the definitions located in the General Conditions and Supplemental Conditions of this Proposal package. All blanks on the Proposal Form provided shall be completed by printing in ink or by typewriter and the Proposal signed. A price shall be indicated for each item, alternate item, and optional item listed therein, or the words "No Proposal," "No Change," or "Not Applicable" entered.

The Proposal shall be executed with the complete and correct name of the individual, partnership, firm, corporation or other legal entity. A copy of Articles of Partnership or Incorporation and resolution, or corporate board minutes empowering signatory to bind Offeror, attested by an officer of Offeror and affixed with the seal of the corporation, shall be submitted with Proposal.

Any corrections to the Proposal shall be initialed by person(s) signing Proposals. Proposals tendered after due date and time designated in these Instructions to Bidders will not be accepted. Alternate proposals will not be considered unless called for. No oral, telegraphic or telephone proposals or modifications will be considered.

4.0 CONTRACT DOCUMENTS AND SITE

Before submitting a Proposal, the Offeror shall carefully examine the Contract Documents, Plans and Specifications, site of the proposed Work, and other conditions that may affect the performance of the Work. Therefore, it will be understood that the Offeror has investigated and is satisfied as to the conditions to be encountered; the character, quality and quantities of Work to be performed and materials to be furnished, and the requirements of the Contract Specifications and Drawings. Submission of a Proposal shall be conclusive evidence that the Offeror has complied with these requirements.

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Should an Offeror find discrepancies in, or omissions from the Plans, Specifications or other Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Engineer in order that a written Addendum may be sent to all Bidders. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents (5) days before the opening of Proposals. The proposal as submitted by the Contractor will be so constructed as to include any Addenda if such are issued by the Engineer twenty-four (24) hours before the opening of Proposals. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

If any conflicts, errors, ambiguities, or discrepancies are discovered in or between any of the Bid Documents, Contract Documents, and/or related documents, and if said conflicts, errors, ambiguities, or discrepancies have not been resolved by Engineer by an Addenda, as set forth above, the Offeror shall include in the Proposal the greater quantity or better quality of work, or compliance with the more stringent requirement resulting in a greater cost. Such greater cost shall be included in the Proposal.

5.0 PROPOSAL GUARANTY

All Bids must be accompanied by Bid Security made payable to OWNER in an amount of five percent (5%) of Offeror’s maximum Price and in the form of a cashier’s check made payable to The City of Dripping Springs or a Bond (on the attached Bid Bond form) issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.

The Bid security of the Successful Offeror will be retained until such Offeror has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful Offeror fails to execute and deliver the Contract Documents and furnish the required contract security within 30 days after Owner releases its rankings of Offerors, Bid Security of that Offeror will be forfeited. If the Owner terminates the negotiations within the 30 day period, Bid Security of that Offeror will be returned. The Proposal Security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of 30 days after notification of selection of the Offeror or 90 days after the release of rankings, whereupon Proposal Security furnished by such Bidders will be returned.

Proposal Security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within 10 days after release of rankings.

6.0 PERFORMANCE, PAYMENT, AND WARRANTY BONDS

Performance, payment, and warranty bonds shall each be issued in an amount equal to 100% of the Contract Amount as security for all the CONTRACTOR’s obligations under the Contract Documents. Performance, payment, and warranty bonds (on bond forms provided with the Contract Documents or otherwise acceptable to Owner) shall be issued by a solvent company approved by OWNER and authorized to do business in the State of

**SECTION 00100
INSTRUCTIONS TO BIDDERS**

Texas, and shall meet any other requirements by law or by OWNER pursuant to applicable law.

7.0 INSURANCE REQUIREMENTS

CONTRACTOR will be required to maintain insurance in the types and amounts required by the Insurance Rider to the General Conditions. Such Insurance Rider may be requested by Offerors prior to the opening of proposals if done so in writing and directed to the Engineer.

8.0 BASIS OF PROPOSAL AND CONSIDERATION OF PROPOSAL AMOUNT

Bidders shall submit a Proposal as described in paragraph 3 above. Submission of a Proposal on any section signifies Offeror’s willingness to enter into a Contract for that section alone at the price(s) offered.

For the purpose of Proposal Evaluation, the Offeror should include with the Bid Form herein, sufficient information that in Offeror’s determination will provide sufficient information for the Owner to evaluate it in accordance with the Selection Criteria. OWNER reserves the right to reject any or all Bids, or to waive any informalities and irregularities. To meet the overall Project budget and schedule, OWNER also reserves right to delete separate Proposal Items submitted for execution of a Contract, to consider Project completion schedule in determining the highest ranked Offeror, and/or to award each phase of the work to separate contractors. The OWNER shall also reserve the right to waive informalities, technical defects, to reject any and all bids, and to accept the Proposal most advantageous to the Project.

If there are discrepancies in the Total Proposal amount written on the Proposal Form and the sum of the subtotals on the Proposal Form, the written Total Proposal amount shall govern.

9.0 SUBMISSION OF PROPOSAL

Proposal shall be enclosed in an opaque sealed envelope plainly marked with the Project Title, the name and address of Offeror, and shall be accompanied by the Proposal Security and other required documents. If a Proposal is sent by mail or other delivery system, the sealed envelope containing the Proposal shall be enclosed in a separate envelope plainly marked on the outside with the notation "Proposal ENCLOSED." Multiple envelopes/packages submitted shall be marked with the envelope number and the total number of envelopes for the Proposal (i.e. Envelope 1 of 2, if two envelopes are submitted).

Bids shall be addressed and mailed or hand delivered to:

Burgess & Niple, Inc.
235 Ledge Stone
Austin, Texas 78737

00100-5

**SECTION 00100
INSTRUCTIONS TO BIDDERS**

(512) 432-1000
512-432-1015 (fax)

ALL BIDS ARE DUE BY 10:00 A.M. ON THE 9th DAY OF AUGUST, 2024 AND WILL BE OPENED AND READ ALOUD AT THAT LOCATION AND TIME.

10.0 WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn by a Offeror, provided an authorized individual of the Offeror submits a written request to withdraw the Proposal before the time set for opening the Bids.

11.0 REJECTION OF BIDS

The following may be cause to reject a Proposal:

- (a) Bids containing omissions, alterations of form, qualifications or conditions not called for by OWNER, incomplete Bids, or Bids which are not accompanied by an acceptable Proposal Guaranty, will be considered in noncompliance and may be rejected. In any case of ambiguity or lack of clarity with the Proposal the OWNER reserves right to determine the most advantageous Proposal or to reject the Proposal.
- (b) Unreasonable or unbalanced Unit Proposal Prices.
- (c) More than one Proposal for same Work from an individual, firm, partnership or corporation.
- (d) Evidence of collusion among Bidders.

OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents during the forty-five (45) day ranking period.

12.0 AWARD AND EXECUTION OF CONTRACT

Award of Contract will be to the highest ranked Offeror in accordance with the provision of this Section 00100. However, OWNER reserves the right to reject any or all Proposals, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Proposals. OWNER further reserves the right to reject the Proposal of any Offeror whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The OWNER also reserves the right to waive informalities, to reject any and all Proposals, and to accept the Proposal most advantageous to the public interest. Further, the OWNER also reserves the right to waive all formalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Offeror.

SECTION 00100 INSTRUCTIONS TO BIDDERS

Award of Contract will occur within the period identified herein, unless mutually agreed between the parties. Contract will not be binding on OWNER until it has been executed by both parties. OWNER will process the Contract expeditiously; however, OWNER will not be liable for any delays prior to the award or execution of the Contract.

13.0 CONTRACT SCHEDULE

The Work shall be substantially complete no later than **120** calendar days after the date when the Contract Times commence to run and finally completed and ready for final payment no later than **180** calendar days after the date when the Contract Times commence to run.

Substantially complete shall mean completing the improvements, including the passage of all testing and completion of any necessary adjustments or corrections required by failure to pass any required tests so that the planned improvements are in operation.

Along with the Proposal, the Offeror shall provide a proposed time line schedule (measured in days) indicating milestones for this Contract for each contract duration. The schedule shall begin with award and include time for developing shop drawing, materials purchase and delivery, mobilization to the site, site work, gravity line installation, force main installation, pump station installation, treated effluent line installation, testing, and startup. This schedule will be included in the Contract documents.

14.0 SUBCONTRACTORS AND SUPPLIERS

Each Offeror shall submit with its Proposal names of proposed subcontractors with a description of work to be performed and/or equipment/materials to be supplied, with contact names, phone numbers, and addresses for those to be used on this Project, and a proposed time line schedule.

15.0 SUBMITTALS TO BE INCLUDED WITH BIDS

Each Offeror shall submit the following with its Proposal:

- Required Proposal Guarantee on Proposal Bond Form Provided;
- Names of proposed subcontractors, suppliers, and manufacturers with a description of work to be performed and/or equipment/materials to be supplied, with contact names, phone numbers, and addresses for those to be used on this Project;
- Estimated Project Schedule;
- Resolution of Contractor
- Proposed locations of laydown/equipment storage and temporary offices to be used during this Contract
- Contractor Qualifications Form

SECTION 00100
INSTRUCTIONS TO BIDDERS

Bidders may be requested to respond to a request for information (RFI) from the Engineer for clarification or interpretation of items listed for the purpose of evaluating Bids.

16.0 PRE-PROPOSAL CONFERENCE

A non-mandatory pre-Proposal conference will be held at the Burgess & Niple at the address below at **2:00 P.M. on August 1, 2024**. Representatives of the Owner and Engineer will be present to discuss the PROJECT. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Any question or comments regarding the Work of Contract shall be made in writing. Oral statements may not be relied upon and will not be binding or legally effective. Attendance is not mandatory.

City of Drippings Springs City Hall
235 Ledge Stone Drive
Austin, Texas 78737
(512) 432-1000

17.0 SITE AND OTHER AREAS

The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR.

The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents. Along with the Proposal, Offeror shall identify the proposed locations of laydown/equipment storage and temporary offices to be used during this Contract if different from that identified in the Project Documents.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

BID FORM FOR CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 Sealed bids in envelopes are due at the Office of the Engineer: Burgess & Niple, Inc. located at 235 Ledge Stone Drive, Austin, Texas 78737, (512) 432-1000 no later than 10:00 a.m. on Friday, August 9, 2024.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids; Notably, SAM authorization.
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data; and
 - G. Proposer's Certifications (WRD-255) regarding Equal Employment Opportunity and Non-Segregated Facilities
 - H. Affirmative Steps Solicitation Report (TWDB-0216)
 - I. Participation Summary (TWDB-0373)
 - J. Prime Contractor Affirmative Steps Certification and Goals (TWDB-0217)
 - K. Vendor Compliance with Non-Resident Bidding Requirements (TWDB-0459)
 - L. Certification Regarding Debarment, Suspension and Other Responsibility Matters, SRF-404
 - M. Certification Regarding Lobbying (WRD-213)
 - N. Disclosure Of Lobbying Activity (SF-LLL)
 - O. Certification Of Interested Parties (Texas Ethics Commission Form 1295) – completed online
 - P. Conflict of Interest Form

ARTICLE 3—BASIS OF BID—UNIT PRICES3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Bid Items	Unit	No.	Unit Price	Subtotal
1. Mobilization	LS	1	_____	_____
2. Stabilized Construction Entrance	EA	1	_____	_____
3. Clearing & Grubbing	AC	0.72	_____	_____
4. Remove and Replace Asphalt & Base Road	SY	515	_____	_____
5. Silt Fencing	LF	350	_____	_____
6. Revegetation	AC	0.72	_____	_____
7. Trench Safety	LF	2,530	_____	_____
8. Manhole Vacuum Testing	EA	10	_____	_____
9. Television Testing	LF	2,947	_____	_____
10. Mandrel Testing	LF	2,947	_____	_____
11. Concrete Washout Pit	EA	1	_____	_____
12. 24" Gravity Main (10'-12')	LF	39	_____	_____
13. 24" Gravity Main (12'-14')	LF	43	_____	_____
14. 24" Gravity Main (14'-16')	LF	452	_____	_____
15. 24" Gravity Main (16'-18')	LF	279	_____	_____
16. 24" Gravity Main (18'-20')	LF	97	_____	_____
17. 24" Gravity Main (20'-22')	LF	76	_____	_____
18. 30" Gravity Main (6'-8')	LF	71	_____	_____
19. 30" Gravity Main (8'-10')	LF	89	_____	_____
20. 30" Gravity Main (10'-12')	LF	15	_____	_____
21. 30" Gravity Main (12'-14')	LF	59	_____	_____

22.	30" Gravity Main (14'-16')	LF	30		
23.	30" Gravity Main (16'-18')	LF	29		
24.	30" Gravity Main (18'-20')	LF	123		
25.	30" Gravity Main (20'-22')	LF	152		
26.	30" Gravity Main (22'-24')	LF	128		
27.	30" Gravity Main (24'-26')	LF	116		
28.	30" Gravity Main (26'-28')	LF	125		
29.	30" Gravity Main (28'-30')	LF	176		
30.	30" Gravity Main (30'-32')	LF	179		
31.	12" Gravity Main [Stub-Out A (12'-16')] Connected to Manhole at STA 178+22.50	LF	57		
32.	8" Gravity Main [Stub-Out B (10'-14')] Connected to Manhole at STA 186+25.17	LF	71		
33.	12" Gravity Main [Stub-Out C (20'-22')] Connected to Manhole at STA 183+87.32	LF	51		
34.	18" Gravity Main [Stub-Out D (16'-18')] Connected to Manhole at STA 197+74.57	LF	43		
35.	8" Gravity Main [Stub-Out E (12'-14')] Connected to Manhole at STA 172+43.56	LF	10		
36.	8" Gravity Main [Stub-Out F (12'-14')] Connected to Manhole at STA 176+46.16	LF	10		
37.	8" Gravity Main [Stub-Out G (18'-20')] Connected to Manhole at STA 176+46.16	LF	10		
38.	6' Vented Manhole	EA	3		
39.	6' Manhole	EA	3		
40.	6' Polymer Concrete Interior Drop Manhole Reliner 48/24 with hood	EA	2		
41.	6' Interior Drop Manhole Reliner "A6" Drop Bowls (STA 176+46.16) with hood	EA	1		
42.	6' Interior Drop Manhole Reliner "B10" Drop Bowl (STA 178+22.50) with hood	EA	1		
43.	6' Manhole (Extra Depth)	VF	126		

44.	Bore Including 36" HDPE Casing, 24" Carrier Pipe, and Bore & Receiving Pits	LF	417		
45.	36" IPS DR 17 HDPE Casing	LF	26		

BID SUBTOTAL

	Optional Bid Items	Unit	No.	Unit Price	Subtotal
1.	Extra Cost For 36" Steel Bore Casing Material in Lieu of HDPE	LF	417		
2.	Tree Protection Fencing	LF	1		
3.	Bore Including 16" HDPE Casing, 8" Carrier Pipe, and Bore & Receiving Pits	LF	417		
4.	Remove and Replace Ranch Gate	EA	1		
5.	Remove and Replace Ranch Fencing	LF	130		
6.	Temporary Livestock Fencing (Barbed wire)	LF	130		
OPTIONAL BID ITEMS SUBTOTAL					

Bid Item Notes

1. Erosion control quantities may not match those shown on the plans as they overlap with the overall subdivision contract. It is anticipated the erosion controls north of US HWY 290 will be necessary.
2. All excess material will be hauled offsite & disposed of - no separate pay.
3. Subdivision contractor will complete roadway fills and cuts before wastewater line installation can begin.

B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.
3. Alternate work items are not part of the "Total Bid Price", but may be added to the work at the discretion of the owner

3.02 *Total Bid Price*

Total Bid Price (Total of all Unit Price Bids Items 1 – 45)	\$
---	----

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

The remainder of this page has been left blank

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

BID BOND (PENAL SUM FORM)

Prepared By



Endorsed By



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Dripping Springs, Texas Address <i>(principal place of business)</i> : PO Box 384 511 Mercer Street Dripping Springs, TX 78620	Bid Project: City of Dripping Springs East Interceptor Segment 1: CWSRF Project No. 73819 Bid Due Date:
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
<i>(Full formal name of Bidder)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

QUALIFICATIONS STATEMENT

Prepared By



Endorsed By



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
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ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business’s organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:		
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business’s officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business’s Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input type="checkbox"/> None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:		
Business address:		
Date of Business’s most recent financial statement:		<input type="checkbox"/> Attached
Date of Business’s most recent audited financial statement:		<input type="checkbox"/> Attached
Financial indicators from the most recent financial statement		
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)		
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business’s insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does provider have an A.M. Best Rating of A-VII or better?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed project:		
As a general contractor:		As a joint venturer:
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:		
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Provide full details in a separate attachment if the response to any of these questions is Yes.		

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business’s key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business’s safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: _____
(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

Schedule A—Current Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
<hr/>					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
<hr/>					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

**TWDB-0217
TEXAS WATER DEVELOPMENT BOARD (TWDB)
PRIME CONSULTANT/CONTRACTOR CERTIFICATION**

I. PROJECT INFORMATION

TWDB Project Number	Applicant/Entity Name	Total of TWDB Funding	Program Type (insert "X" for all that apply)	
73819	City of Dripping Springs		<input type="checkbox"/>	Drinking Water SRF (DWSRF)
			<input checked="" type="checkbox"/>	Clean Water SRF (CWSRF)

Prime Consultant/Contractor: _____

Contract Number: _____ Contract Amount: _____

II. GOOD FAITH EFFORT (Applicable to all subcontracts awarded by the prime contractor/consultant)

I understand that it is my responsibility to comply with all state and federal regulations and guidance in the utilization of Minority and Women-owned Businesses in procurement. I certify that I will make a "good faith effort" to afford opportunities for Minority Business Enterprise (MBE), and Women-owned Business Enterprise (WBE) by:

1. Including qualified MBEs and WBEs on procurement solicitation lists
2. Soliciting potential MBEs and WBEs
3. Reducing contract size/quantities when economically feasible to permit maximum participation by MBEs and WBEs
4. Establishing delivery schedules to encourage participation by MBEs and WBEs
5. Using the services and assistance of the Small Business Administration, Minority Business Development Agency, U.S. Department of Commerce, and Texas Marketplace
6. Submitting documentation to the Applicant/Entity to verify good faith effort, steps 1-5.

EXCEPTION: As the Prime Consultant/Contractor, I certify that I have reviewed the contract requirements and found no available subcontracting opportunities. I also certify that I will fulfill 100 percent of the contract requirements with my own employees and resources. (Check if applicable)

Signature – Prime Consultant/Contractor	Title (print legibly)	Certification Date

I. PROJECT PARTICIPATION ESTIMATES

The Cost Categories mentioned below are goals. These goals are neither standards nor quotas. Recipients of financial assistance are not required to meet the fair share objectives. They must, however, acknowledge that they are aware of and are actively pursuing the fair share objectives with their procurements.

Cost Category	Potential MBE Participation	Potential WBE Participation
	Goal	Goal
Construction	24.50%	11.34%
Non-Construction	25.05%	19.35%
Total Combined Construction and Non-Construction	24.16%	17.38%

The fair share goals listed above are required by 40 CFR Part 33 Subpart D and are directly negotiated with EPA Region 6. Entities receiving federal financial assistance are subject to the TWDB's goals and may not be substituted with other agency or program goals.

IV. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE Requirements.

DBE Coordinator	Approval Date

Debarment / Suspension Certification

I, _____, hereby certify that I have checked on the federal
(Authorized Representative of Recipient)
System for Award Management (www.sam.gov) website and determined that
_____ is not shown as an “excluded party” that is debarred,
(Name of entity)
suspended or otherwise excluded from or ineligible for participation in federal assistance
programs under Executive Order 12549. (See 2 CFR Part 180 and 2 CFR Part 1532 for
additional information on the federal governmentwide debarment and suspension system for
nonprocurement programs and activities.)

I understand that a false statement herein may subject me to penalties under federal and state
laws relating to filing false statements and other relevant statutes.

Signature

Date

Title

Name of Recipient

Verifying prime contractors and subcontractors for construction, equipment, supplies and services: Using the www.sam.gov website, the recipient must verify prior to awarding the contract that the prime contractor is not listed as an “excluded party” that is debarred, suspended or otherwise excluded from or ineligible. Once any subcontractors are known, they also must be verified as not listed as an “excluded party” prior to award of a subcontract. The recipient must print a dated record of the verification from the www.sam.gov website and retain a copy that is available for review by TWDB. The prime contractors and subcontractors must be verified prior to the contract award or the costs may be disallowed.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 United States Code (U.S.C.), Chapter 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Head of Agency or Organization

Date

Type Name and Title

Name and address of Agency/Organization

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved
0348-0 Item 13.

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

Item 13.

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

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

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

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.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

NOTICE OF AWARD

Prepared By



Endorsed By



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
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www.asce.org

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NOTICE OF AWARD

Date of Issuance:

Owner: City of Dripping Springs Owner's Project No.: No. 73819

Engineer: Burgess & Niple, Inc Engineer's Project No.: PR39677

Project: City of Dripping Springs East Interceptor Segment 1

Contract Name: TWDB CW-SRF No. 73819

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Provide the City of Dripping Springs with a wastewater gravity main that is approximately 2925 feet includes furnishing all materials, equipment, tools, and labor necessary for the construction of the proposed gravity main. The gravity main will cross Highway 290 going south which will require boring and the approximate length of bore is 417.

The Contract Price of the awarded Contract is \$ _____. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

[6] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

- 1. Deliver to Owner [6] counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): [None]

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Dripping Springs

By (signature): _____

Name (printed): _____

Title: City Mayor

Copy: Engineer

SECTION 00500
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

This **AGREEMENT** is by and between **The City of Dripping Springs** (hereinafter called OWNER) and _____. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

This Project is for construction of the City of Dripping Springs East Interceptor Segment 1. The PROJECT will consist of constructing a 24- and 30-inch gravity main that is approximately 2947 feet. The gravity main will cross Highway 290 going south which will require boring and the approximate length of bore is 417. The proposed project will occur in conjunction with a current on-going Village Grove project that was awarded to a contractor. This project will need to be coordinated with the ongoing project contractor.

The City of Austin Standard Construction Specifications current at the time of bidding shall govern materials and methods used to do the work, and are made a part of this Contract. Whenever the term "City of Austin" is used in the City of Austin Specifications, it shall be construed to mean "OWNER, and or its designated representative." Whenever the term "ENGINEER" is used in the City of Austin Specifications, it shall be construed to mean Burgess & Niple, Inc. Technical Specifications provided are intended to supplement the City Standard Specifications, not to replace them. Any discrepancies between the City Standard Specifications and the terms of this Contract shall be reported to the Engineer, who shall determine which specification shall govern.

ARTICLE 2 - THE PROJECT

2.01 This project is for construction of the City of Dripping Springs East Interceptor Segment 1.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Burgess & Niple, Inc., 235 Ledge Stone, Austin, TX, 78737, 512/432-1000 (phone), 512/432-1015 (fax) who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4- CONTRACT TIMES

SECTION 00500
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. After completion of street subgrade cut and fill by the subdivision contractor, Contractor will be issued a notice to proceed. The installation of mains, manholes and related appurtenances shall be completed in 120 calendar days and be ready for street construction by the subdivision contractor. Contractor will be issued another notice to proceed when the time comes to adjust and line manholes and for final testing. This work shall be completed in 30 calendar days

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **\$500.00** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER the same amount specified for liquidated damages for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

- A. For all Work, an amount equal to the sum of the established unit price for each identified item times the estimated quantity of that item as indicated in the Bid Form:

There are no cash allowances for this Contract as described in paragraph 11.02 of the General Conditions.

SECTION 00500
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make partial payments as the Work progresses on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions:

1. Prior to Final Completion and acceptance of the Work, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. 95% of Work completed (with the balance being retainage); and
- b. 95% of the cost of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the OWNER as provided in paragraph 14.2 (with the balance being retainage).

6.03 Final Payment

Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due, excluding retainage, as provided in Article 14 of the General Conditions shall bear interest at the rate of 6.0%. Owner shall pay interest on retainage when required by the laws of the State of Texas.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

SECTION 00500
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents, including Addendums.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Project site.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

SECTION 00500
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

K. Where conflicts, errors, ambiguities or discrepancies have been discovered in or between Contract Documents and/or other related documents, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by Engineer as described in the Instructions to Bidders, because of insufficient time or otherwise, CONTRACTOR has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

K. CONTRACTOR agrees that no contractor, subcontractor, material supplier, vendor, laborer, mechanic, or other person can or will contract for or in any other manner acquire any lien upon the building or works covered by the Agreement, or the land upon which the same is situated.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - c. Warranty Bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings listed on the attached sheet index.
 7. Addenda: **[NONE]**
 8. Exhibits to this Agreement (enumerated as follows):
 - a. **[NONE]**
 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.

SECTION 00500
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

- b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and Supplemental Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**SECTION 00500
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

10.05 Law

A. The agreement shall be interpreted according to the laws of the State of Texas.

10.06 Venue

A. If any lawsuit is filed relating to the agreement, venue shall be in Hays County, Texas.

10.07 Modification of Agreement

A. This is the entire agreement between the parties. This agreement cannot be amended except in writing, signed by both parties.

ARTICLE 11 – INDEMNIFICATION OF OWNER AND ENGINEER BY CONTRACTOR

11.01 As is provided in Section 6.20 of the General Conditions, CONTRACTOR agrees to indemnify and hold harmless OWNER, ENGINEER, ENGINEER’s consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses, and damages caused by or arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss, or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including loss or use therefrom and (ii) is caused in whole or in part by any act or omission of the CONTRACTOR, any Subcontractor, any Supplier or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone else for whose acts any of them may be liable, **REGARDLESS OF WHETHER OR NOT CAUSED BY ANY NEGLIGENCE OR OMISSION OF OWNER, ENGINEER OR ANY OF THE OTHER PERSONS LISTED ABOVE TO BE INDEMNIFIED HEREUNDER OR WHETHER LIABILITY IS IMPOSED UPON SUCH INDEMNIFIED PARTY BY LAWS AND REGULATIONS REGARDLESS OF THE NEGLIGENCE OF SUCH PERSON OR ENTITY.**

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement of **Five (5)** Originals. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Dripping Springs

**SECTION 00500
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

By: _____

By _____

Mayor

[CORPORATE SEAL]

Attest: _____

Attest _____

Address for giving notices:

Address for giving notices:

**City of Dripping Springs
P.O. Box 384
511 Mercer Street
Dripping Springs, Texas 78620**

License No. _____

Agent for service of process: _____

Designated Representative:

Designated Representative:

Name: **Michelle Fischer**
Title: **City Administrator**

Name
Title

Address:
**City of Dripping Springs
P.O. Box 384
511 Mercer Street
Dripping Springs, Texas 78620**

Address:

Phone: **(512) 858-4725**

Phone

Fax: **(512) 858-5646**

Fax

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

PAYMENT BOND

Prepared By



Endorsed By



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
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PAYMENT BOND

<p>Contractor Name: Address <i>(principal place of business)</i>:</p>	<p>Surety Name: Address <i>(principal place of business)</i>:</p>
<p>Owner Name: City of Dripping Springs, TX Mailing address <i>(principal place of business)</i>: PO Box 384 511 Mercer Street Dripping Springs, 78620</p>	<p>Contract Description: Wastewater Gravity Main Provide the City of Dripping Springs with a wastewater gravity main that is approximately 2925 feet includes furnishing all materials, equipment, tools, and labor necessary for the construction of the proposed gravity main. The gravity main will cross Highway 290 going south which will require boring and the approximate length of bore is 417. Contract Price: \$ Effective Date of Contract:</p>
<p>Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

PERFORMANCE BOND

Prepared By



Endorsed By



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PERFORMANCE BOND

<p>Contractor Name: Address <i>(principal place of business)</i>:</p>	<p>Surety Name: Address <i>(principal place of business)</i>:</p>
<p>Owner Name: City of Dripping Springs, TX Mailing address <i>(principal place of business)</i>: PO Box 384 511 Mercer Street Dripping Springs, 78620</p>	<p>Contract Description: Wastewater Gravity Main Provide the City of Dripping Springs with a wastewater gravity main that is approximately 2925 feet includes furnishing all materials, equipment, tools, and labor necessary for the construction of the proposed gravity main. The gravity main will cross Highway 290 going south which will require boring and the approximate length of bore is 417. Contract Price: \$ Effective Date of Contract:</p>
<p>Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal</p>	<p>Surety</p>
<p><i>(Full formal name of Contractor)</i></p>	<p><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____ <i>(Signature)</i></p>	<p>By: _____ <i>(Signature)(Attach Power of Attorney)</i></p>
<p>Name: _____ <i>(Printed or typed)</i></p>	<p>Name: _____ <i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____ <i>(Signature)</i></p>	<p>Attest: _____ <i>(Signature)</i></p>
<p>Name: _____ <i>(Printed or typed)</i></p>	<p>Name: _____ <i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

1. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
2. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 2.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 2.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 2.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
3. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
5. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
 6. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 6.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 6.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
 7. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
 8. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
 9. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
 10. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
 11. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
 12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

13. Definitions

13.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

13.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

13.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

13.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

13.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

14. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

15. Modifications to this Bond are as follows: **None**

**SECTION 00630
WARRANTY BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, _____ as Principal, and _____, a Corporation duly organized under the laws of the State of _____ and duly licensed to transact business in the State of _____ as Surety, are held and firmly bound unto The City of Dripping Springs as Owner and Obligee, in the sum of _____ (\$ _____). For the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, out heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

Executed and dated this _____ day of _____, 2024

WHEREAS, the said Principal has submitted a Bid to the Owner dated _____, 2024 (the "Bid") and has been selected as the Contractor for the construction of _____ as described in the Contract Documents (the "Project");

WHEREAS, the Principal shall provide warranties directly to the Owner as set forth in the Contract Documents, and has consented to provide this Bond which shall cover any defect in materials or workmanship provided or performed pursuant to the Contract Documents, for a period of two (2) year following final acceptance of the Project.

NOW, THEREFORE, THE CONDITIONS OF THE OBLIGATION ARE SUCH, that if said Principal shall faithfully repair or replace any defect in the materials or workmanship free of charge to Owner which may develop or occur during the two (2) year period following date of final acceptance of the Project by Owner and subject to the limits and liabilities and other terms and conditions set forth in the Contract Documents, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Obligee shall provide both Principal and Surety with written notice of the discovery ("Notice of Discovery") of any item of warranty obligation which arises during the covered period (a "Covered Item"). Should Principal improperly fail to remedy the Covered Item, then Obligee shall make a written demand upon the Surety ("Demand") within ninety (90) days of the Obligee's issuance of the Notice of Discovery of the Covered Item. The Notice of Discovery and the Demand shall be in writing and via certified mail to the Principal and the Surety.
2. Any and all claims made under this Bond shall be subject to the limits and liabilities and other terms and conditions as set forth in the Contract Documents, which terms are incorporated herein by reference.

Principal

By _____
Title _____
Address _____

Surety

By _____
Title _____
Address _____

Owner:

By _____
Title _____
Address _____

By The name and address of the Resident Agency of the Surety is:

A copy of the Surety Agent's Power of Attorney must be attached.

CONTRACTOR'S ACT OF ASSURANCE RESOLUTION

I hereby certify that it was RESOLVED by a quorum of the directors of the _____ (Name of Corporation), meeting on the _____ day of _____, 20____, that:

Authorized Representative(s):

be, and hereby is/are authorized to act on behalf of _____ (Name of Corporation), as its representative in all business transactions conducted in the State of Texas, and;

That all above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded or amended and is now in full forces and effect; and;

In authentication of the adoption of this resolution, I subscribe my name and affix the seal of the Corporation this _____ day of _____, 20____.

_____ (Secretary)

[SEAL]

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

NOTICE TO PROCEED

Prepared By



Endorsed By



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NOTICE TO PROCEED

Owner: City of Dripping Springs Owner's Project No.: No. 73819
 Engineer: Burgess & Niple, Inc Engineer's Project No.: PR39677
 Contractor: _____ Contractor's Project No.: _____
 Project: City of Dripping Springs East Interceptor Segment 1
 Contract Name: TWDB CW-SRF No. 73819
 Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **300** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of _____; and the number of days to achieve readiness for final payment is **300** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of _____.

Before starting any Work at the Site, Contractor must comply with the following:

Contractor to field verify location and elevations of existing utilities prior to construction.

Owner: City of Dripping Springs, TX
 By (signature): _____
 Name (printed): William Ball
 Title: Project Engineer
 Date Issued: _____

Copy: City of Dripping Springs
 TWDB

STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

CITY OF DRIPPING SPRINGS
SOUTH REGIONAL WASTEWATER SYSTEM

EAST INTERCEPTOR SEGMENT 1

THE GENERAL CONDITIONS OF THE AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT WILL BE THE STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT PREPARED BY THE ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE (EJCDC C-700, VERSION 2018) WITH MODIFICATIONS MADE BY OWNER.

GENERAL CONDITIONS

Prepared By



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DOCUMENT 00700

GENERAL CONDITIONS

Article 2 — DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Request for Proposals (RFP), Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids or Proposals which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument that sets forth the Contract Price, Contract Times, identifies the parties and evidences the agreement between the Owner and the Contractor for performance of the Work.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, instructions to bidders, RFP, bid bond or other bid security, if any, the bid form, and any attachments or supplements to the Bidding Documents.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both.
 10. *Claim*—A demand or assertion by the Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract. Contract Documents include the Agreement, the General Conditions, any Supplemental, Supplementary and Special Conditions, if any, the Insurance Rider (Exhibit A), and the performance and payment bonds, along with any other documents specifically listed in the Agreement as a Contract Document. Only those documents listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Time(s)*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Final Completion* - The Work is complete when it is ready for final payment as established by the Engineer's written recommendation of final payment as set forth in Paragraph 15.06.

25. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
26. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
27. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
28. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
29. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
30. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
31. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
32. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
33. *Owner's Representative* - The individual or entity will be responsible for administration of the Contract as a representative of the Owner. Owner has designated Carollo Engineers to provide construction management services with duties, responsibilities, and limitations therein as required by Contract. Where, in the Contract Documents, certain rights, responsibilities, actions, or obligations are required of Owner, either the Owner or the Owner's Representative may exercise and act on Owner's behalf.
34. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
35. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

36. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
37. *Related Entity* – An officer, director, partner, employee, agent, consultant, or subcontractor.
38. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
39. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
40. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
41. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
42. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
43. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
44. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
45. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
46. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
47. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be

utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

48. *Successful Bidder*—The Bidder having submitted a responsive Bid to which the Owner makes an award of contract.
49. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
50. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
51. *Technical Data*
 - a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
52. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
53. *Unit Price Work*—Work to be paid for on the basis of unit prices.
54. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
55. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract

Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall

furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

Article 3 — **PRELIMINARY MATTERS**

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance

- A. *Performance and Payment Bonds*: Contractor shall deliver to Owner such bonds as Contractor may be required to furnish within ten (10) days of the date on which Contractor signs the Agreement. Contractor shall not be permitted to commence performance until the bonds have been delivered even though the Contract time may have commenced..
- B. *Evidence of Contractor’s Insurance*: Before any Work at the Site may commence, Contractor shall deliver to the Owner certificates of insurance and policy endorsements pages for all insurance policies that may be required of Contractor by the Contract Documents evidencing compliance with the Owner’s insurance requirements as required in Article 6 and Exhibit A, Owner’s Insurance Requirements, to these General Conditions..

2.02 Copies of Documents

- A. Owner shall furnish to Contractor 3 printed copies of conformed documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including 1 fully signed counterpart of the Agreement), and 1 copy in electronic portable document format (PDF). Additional printed copies of the conformed documents will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence upon issuance of a Notice to Proceed by the Owner.

2.04 Commencement of Performance

- A. Contractor may commence performance upon receipt of the Notice to Proceed and in accordance with any terms and dates contained therein

2.05 Before Starting Construction

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.
- B. Contractor represents that Contractor's preliminary Progress Schedule has been prepared and is based upon Contractor's own knowledge, understanding, and judgment of conditions and hazards, known and anticipated, and does not rely on any representations by Owner

2.06 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

2.07 Designation of Authorized Representatives

- A. Prior to or within three (3) days of the Notice to Proceed, the Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.08 Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.09 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

2.10 Electronic Data

- A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
 1. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

Article 4 — **CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

3.01 Intent

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as

being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

3.02 Reference Standards

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard

specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof. Should Contractor perform the Work after discovery of such a conflict without reporting the conflict or before receipt of a clarification or interpretation by Engineer, Contractor will be solely liable for any correction or other measures that may be required to overcome the conflict or bring the Work into compliance with the Contract Documents.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work. Owner shall have sole authority to accept the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.
- D. If the Work required by a Drawing or Specification identifies or requires a specific piece of equipment, such Drawing or Specification shall indicate the manufacturer's

part number or reference data. If specific equipment is required, the Drawings or Specifications shall indicate the design dimensions and the minimum and maximum allowable operating tolerances for any such equipment, where applicable.

3.05 Reuse of Documents

- A. Contractor and its Subcontractors and Suppliers shall not:
1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

3.06 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (1) a Field Order; (2) Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or (3) Engineer's written interpretation or clarification.

Article 5 — **COMMENCEMENT AND PROGRESS OF THE WORK**

4.01 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed.

4.02 Starting the Work

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date. Any Work performed by the Contractor before the Contract Time commences shall not be charged against the Contract Time.

4.03 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor, by or through a registered professional land surveyor (RPLS) or other qualified professional, shall be responsible for laying out

the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by and RPLS or other professionally qualified personnel.

- B. Contractor shall note the location of all reference points and controls on a set of red-lined drawings or exhibits to be maintained at all time on the jobsite or the location of Contractor's project management personnel.

4.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 1. Contractor shall submit to Engineer for Owner's acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11. Adjustments in Contract Times may only be made by a Change Order.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times and Contractor's ability to demonstrate effect on Contractor's then established critical path.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, unusually severe and abnormal weather conditions such as tropical storms, hurricanes, or tornados, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an

equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times and Contractor's ability to demonstrate effect on Contractor's then established critical path. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this sub-Paragraph. The occurrence of flooding or other effects of storms or severe weather such as thunderstorms or ordinarily experienced rain events shall not trigger an adjustment of the Contract Time pursuant to this Section. Rain events and other anticipated weather that may result in delays to Contractor's performance are addressed in the following paragraphs D and E.

- D. The procedure for the determination of time extensions for unusually severe weather. In order for the Owner to award a time extension under this clause, the following conditions must be satisfied:
 - 1. The weather experienced at the Project site during the Contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the Project location during any given month; and
 - 2. The unusually severe weather must actually cause a delay to the completion of the Project.

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the Project location and will constitute the base line for monthly weather time evaluations. The Contractor's activity durations provided in the progress schedule must reflect these anticipated adverse weather delays in all-weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON FIVE (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
(5)	(4)	(5)	(4)	(5)	(6)	(4)	(4)	(5)	(5)	(4)	(4)

- E. For the duration of the Contract, the Contractor shall maintain in its daily reports an accurate and contemporaneous record of the occurrence of adverse weather and resultant impact to normally scheduled Work. Delay from adverse weather shall not qualify as an adverse weather delay unless Work on the overall Project's critical activities is prevented for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather days shall be calculated monthly. If the number of actual adverse weather delay days in a month exceeds the number of days for that month as referenced above, the Owner upon notification by the Contractor, will convert any qualifying delays to

calendar days, giving full consideration for equivalent fair weather work days, and a Modification shall be issued in accordance with the Contract.

- F. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with the Project or any other project or anticipated project.
- G. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.
- H. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 4.
- I. Contractor must submit any Change Proposal seeking an adjustment in Contract Times under this Paragraph 12.03 within 30 days of the commencement of the delaying, disrupting, or interfering event.
- J. Contractor expressly waives any right to an adjustment in Contract Price for any event of delay. Contractor's sole remedy for any delay shall be limited to an adjustment in Contract Time.

ARTICLE 5 — SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Times as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in the Contract Documents.
- B. Owner shall provide any easements for ingress or egress necessary for access to the Site
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment for which the Site and any Owner-provided easements do not provide.

5.02 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor

subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

- A. Contractor accepts the responsibility to satisfy itself as to the soil conditions and nature and type of geological formations in and through which this Project will be constructed. Such information as may be obtained from the test borings and accompanying notations shown on the plans is merely for the guidance of the Contractor and is not to be construed in any manner as a guarantee by the Owner that such conditions of sub-surface strata are infallible.
- B. Contractor waives any and all rights to make a claim against Owner relating to representations related to geotechnical data provided in the Contract Documents, plans and specifications. The locations of the test holes, if applicable, are shown in the Geotechnical Report. Logs of these test holes are included in the Geotechnical Report. Test holes information represents subsurface characteristics to the extent indicated and only for the point location of the test hole. Contractor shall make its own interpretation of the character and condition of the materials, which will be encountered. Contractor may, at its own expense, make additional surveys and investigations as it may deem necessary to determine conditions, which will affect performance of the Work.
- C. *Reports and Drawings:* The Supplementary Conditions identify:
1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 3. Technical Data contained in such reports and drawings.
- D. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- E. *Limited Reliance by Contractor on Technical Data:*
1. Contractor may rely upon the general accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- F. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

Contractor waives and expressly acknowledges that it does not possess and may not maintain any claims against Owner due to the inclusion or omission from the bid documents or the Contract Documents any data concerning geotechnical, hydrological or other similar data and studies that may be known to the Owner or its Engineer, regardless of whether such data was considered in the design.

5.04 Differing Subsurface or Physical Conditions

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
5. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 6. is of such a nature as to require a change in the Drawings or Specifications;
 7. differs materially from that shown or indicated in the Contract Documents; or
 8. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior

to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

- a. The Contract Times will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's time required for performance of the Work; subject, however, such condition must meet any one or more of the categories described in Paragraph 5.04.A.
2. Contractor shall not be entitled to any adjustment in the Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If an Underground Facility is uncovered or revealed at or contiguous to the Site was not shown or indicated with reasonable accuracy on the Drawings, then Contractor shall, promptly, but in no instance more than three (3) days after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Following receipt of said written notice, Engineer will:
1. promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume without a change to the Drawings and without a resulting Change Order or Work Change Directive, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments:* If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Times, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Times, Contractor may make a Claim therefor as provided in Paragraph 10.05.

5.06 Hazardous Environmental Conditions at Site

- A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for identification of, if any:
1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
 2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 3. Technical Data contained in such reports and drawings.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. Contractor waives and acknowledges that it may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques,

- sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such

Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ENGINEER, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS, AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE FAILURE TO CONTROL, CONTAIN, OR REMOVE A CONSTITUENT OF CONCERN BROUGHT TO THE SITE BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE, OR TO A HAZARDOUS ENVIRONMENTAL CONDITION CREATED BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE. NOTHING IN THIS PARAGRAPH 5.06.J OBLIGATES CONTRACTOR TO INDEMNIFY ANY INDIVIDUAL OR ENTITY FROM AND AGAINST THE CONSEQUENCES OF THAT INDIVIDUAL'S OR ENTITY'S OWN NEGLIGENCE.
- J. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 — BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall be in accordance with Texas Government Code Chapters 2253 and 2269.
 - 1. A Performance Bond in the amount of one hundred percent (100%) of the contract price will be required (if the contract exceeds \$100,000).
 - 2. A Payment Bond in the amount of one hundred percent (100%) of the contract price will be required (if the contract amount exceeds \$50,000).
 - 3. Contractor will be required to furnish performance and payment bonds, if required as stated above, in the contract amount in the Contract Agreement, the Project specifications, or the latest edition issued with the contract at the time of award. The bonds must be issued by one or more corporate sureties authorized to do business in Texas as acceptable to the Owner.
- B. All bonds shall be in the form prescribed by the Owner in the Contract Documents. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements above, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving

rise to such notification, provide another bond and surety, both of which shall comply with the requirements above.

- D. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 15.

6.02 Licensed Sureties and Insurers

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Insurance Rider (Exhibit A).

6.03 Certificates of Insurance

- A. Contractor shall provide insurance in accordance with Owner's Insurance Requirements of Contractor that is Exhibit A to these General Conditions.
- B. Contractor shall deliver to Owner, with copies to each additional insured identified in **Exhibit A** to the Contract, certificates of insurance, policy endorsements page (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain..

6.04 Waiver of Rights

- A. Owner and Contractor intend that all policies purchased will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Insurance Rider to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Upon receipt of payment for any loss or damage covered by an insurance policy required by the Insurance Rider or this Agreement, the Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against all other individuals or entities identified in the Insurance Rider to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

ARTICLE 7 — CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. Unless noted in the Contract Documents, professional engineering or other design services that may, in the Contractor's determination, become necessary to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety are the Contractor's responsibility and the Contractor shall cause such services to be provided by a properly licensed design professional at Contractor's expense. If noted in the Contract Documents, then the services shall be included in the Contract Price and no Change Order or increase in the Contract Price shall be due to Contractor upon performance of those professional services.

7.02 Contractor's Standard of Care; Supervision and Superintendence

- A. The Contractor shall prosecute the Work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted standards for projects similar to the Project, using qualified, careful, and efficient workers, in conformity with the provisions of the Agreement and in strict compliance with the Contract Documents and with Laws and Regulations.
- B. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- C. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written consent of Owner. Such consent shall not be unreasonably withheld. Contractor shall not employ any superintendent on the Project, whether initially or as a replacement, against whom Owner may have reasonable objection. The superintendent shall fluently speak the English language. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor

7.03 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform overtime Work or Work on a Saturday, Sunday, or any legal holiday without Owner's written consent, which will not be unreasonably withheld.

7.04 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 "Or Equals"

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.

- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.

- b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work, but the Contractor shall not employ any Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, against whom Owner may have reasonable objection. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in strict accordance with the Contract Documents.
- B. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- C. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor may be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- D. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in strict accordance with the Contract Documents.
- E. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- F. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- G. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- H. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- I. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- J. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ENGINEER, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO ANY INFRINGEMENT OF PATENT RIGHTS OR COPYRIGHTS INCIDENT TO THE USE IN THE PERFORMANCE OF THE WORK OR RESULTING FROM THE INCORPORATION IN THE WORK OF ANY INVENTION, DESIGN, PROCESS, PRODUCT, OR DEVICE NOT SPECIFIED IN THE CONTRACT DOCUMENTS.

7.09 Permits

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner may assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Contractor shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.
- B. The Owner enjoys tax-exempt status as a public entity. To enjoy the cost-savings benefits of its tax-exempt status, the Owner will provide a Tax Exemption Certificate to the Contractor for use on the Project. The Contractor shall use that certificate to exempt any purchases made for the Work from taxes. All savings for the tax-exempt status will be passed on to the Owner by the Contractor. The Contractor agrees to bind all Subcontractors of any tier to the obligation to present and use the Tax Exemption Certificate and pass all savings to the Owner

7.11 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer

shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear and be liable for all claims, costs, expenses, losses, and damages (including but not limited to all fees and charges of engineers, architects, consultants, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

7.12 Record Documents

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Owner. Delivery of a complete set of record documents to Owner is a condition precedent to Final Completion.

7.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly,

in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor

to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

- E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*
1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will strictly conform to the requirements of the Contract Documents and will be performed in a good and workmanlike manner, and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.
- E. The Contractor warrants and guarantees for one (1) year from Final Completion, or for a longer period if expressly stated in the Contract Documents, the Work. This includes a Warranty and Guarantee against any and all defects. The Contractor must correct any and all defects in material or workmanship which may appear during the Warranty and Guarantee period, or any defects that occur within one (1) year of Final Completion even if discovered more than one (1) year after Final Completion, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the Owner, within a reasonable period of time, and to the Owner's satisfaction.

7.18 Indemnification

- A. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, AND IN ADDITION TO ANY OTHER OBLIGATIONS OF CONTRACTOR UNDER THE CONTRACT OR OTHERWISE, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ENGINEER, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM LOSSES, DAMAGES, COSTS, AND JUDGMENTS (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING FROM THIRD-PARTY CLAIMS OR ACTIONS RELATING TO OR RESULTING FROM THE PERFORMANCE OR FURNISHING OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, ACTION, LOSS, COST, JUDGMENT OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO DAMAGE TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED, IN WHOLE OR IN PART, BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR, ANY SUPPLIER, OR ANY INDIVIDUAL OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM TO PERFORM ANY OF THE WORK, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.
- B. IN ADDITION TO THE ABOVE AND ANY OTHER OBLIGATIONS OF CONTRACTOR UNDER THE CONTRACT DOCUMENTS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER FROM LOSSES, EXPENSES, DAMAGES, COSTS, CLAIMS, CAUSES OF ACTION, AND JUDGMENTS (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, CONSULTANTS, EXPERT WITNESSES, ATTORNEYS, AND

OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING FROM ACTIONS RELATING TO OR RESULTING FROM THE FAILURE TO PERFORM MATERIAL OBLIGATIONS REQUIRED BY THE CONTRACT DOCUMENTS OR THE FURNISHING OF THE WORK.

7.19 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional..
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under a delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8 — OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be

performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- B. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ENGINEER, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM FROM AND AGAINST ANY SUCH CLAIMS, AND AGAINST ALL COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO SUCH DAMAGE, DELAY, DISRUPTION, OR INTERFERENCE.

ARTICLE 9 — OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

- A. For all Project and performance of Work matters, Owner will issue all communications to Contractor through Engineer. However, Owner may, at its discretion, issue communications related to the Project directly to Contractor. In all such direct communications, Owner will endeavor to copy Engineer.

9.02 Replacement of Engineer

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer, whose status under the Contract Documents shall be that of the former Engineer.

- 9.03 Furnish Data
- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.
- 9.04 Pay When Due
- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.
- 9.05 Lands and Easements; Reports, Tests, and Drawings
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 Insurance
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6 and Exhibit A to the Contract Agreement.
- 9.07 Change Orders
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 Inspections, Tests, and Approvals
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 Limitations on Owner's Responsibilities
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 Undisclosed Hazardous Environmental Condition
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 Evidence of Financial Arrangements
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 Safety Programs
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 — ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

- A. Engineer will assist the Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer. Engineer shall not have the authority to bind the Owner as that authority lies with the Owner's representative designated in Paragraph 2.07, but Engineer may communicate on behalf of Owner in all Project matters.

10.02 Visits to Site

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Resident Project Representative

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary or Special Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions or elsewhere in the Contract Documents.

10.04 Engineer's Authority

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the

Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the Contract Documents.

10.06 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Article 12.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of the Contract Documents.
- D. When functioning as interpreter and judge under this Paragraph, Engineer will not show partiality to Owner or Contractor.

10.07 Authorized Variations in the Work

- A. Owner and Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on

entitlement to or on the amount or extent, if any, of any such adjustment , a Claim may be made therefor as provided in Paragraph 10.05.

10.08 Compliance with Safety Program

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

10.09 Limitations on Engineer's Authority and Responsibilities

- A. Engineer's authority, responsibility, or actions as Owner's representative shall not give rise to any liability to Contractor. Contractor expressly waives any claims it has against Engineer for the performance of its responsibilities as Owner's representative.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto.
- C. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.
- D. The limitations upon authority and responsibility set forth in this Paragraph shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 11 — CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as

set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 Work Change Directives

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall indicate the basis and scope of said adjustment in the Work Change Directive or associated documents, or, in the alternative, the Owner may, but is not required to, submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 Owner-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be

based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

- d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

- a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
- b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either recommend approval or denial of the Change Proposal in whole or in part and in any combination thereof.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal.

ARTICLE 12 — CLAIMS

12.01 Claims

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's recommendations or decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim

through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding and the party asserting the Claim shall be deemed to have expressly waived such Claim, unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes, subject to controlling Laws and Regulations.

G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 — COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work:*** The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any

such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All trade discounts accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as

to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. The cost of utilities, fuel, and sanitary facilities at the Site.
- f. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's employees, agents, and other personnel not specifically included in Paragraph 13.01.B.1 whether at the Site or in Contractor's principal or branch office for general administration of the Work, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other

adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 10.05.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Adjustments in Unit Price

1. Contractor or Owner may make a Claim for an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - b. there is no corresponding adjustment with respect any other item of Work; and
 - c. the cost to perform the item of Unit Price Work have changed materially as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14 — TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**14.01 Notice of Defects**

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

14.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.03 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.04 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* In addition to the Owner, Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Written notice of defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall be liable for and shall pay all expenses, claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, any professional costs, expenses and fees associated with any aspect of identification, evaluation, a correction of defective work, any fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work.

14.05 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so subject to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety. Contractor shall pay all expenses, fees, claims, costs, losses, and damages of any kind attributable to Owner's evaluation of and determination to accept such defective Work, and for the diminished value of the Work to the extent not otherwise paid by Contractor.

14.06 Uncovering Work

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor's obligations shall be as provided in section 14.03D and F.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.07 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

14.08 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer or Owner to correct defective Work, or to remove and replace rejected or defective Work as required by Owner or Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents then Owner may, after 7 days' written notice to Contractor cure such default, make demand on Contractor's surety to perform as required in the performance bond issued for the Work, utilize its own forces, or hire a supplemental or replacement contractor to correct or remedy any such deficiency. In electing to exercise any remedy allowed under this Paragraph, Owner is not required to terminate Contractor's rights of continued performance for the entirety of the Work but may eliminate such scope of work from Contractor as may be necessary to exercise its rights under this section.

- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 — PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 1. At least 30 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear

of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Payments for stored materials and equipment shall be based only upon the actual cost of the materials and equipment to Contractor and shall not include any overhead or profit to Contractor. Partial payments will not be made for undelivered materials or equipment, except for payments associated with prepurchase vendor contracts initiated by Owner and assigned to Contractor.
4. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
5. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

5. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or has accepted defective Work;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Thirty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. Owner is entitled to impose a set-off against payment or refuse to make payment as recommended by Engineer based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work or has accepted defective Work;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so

withheld. Owner shall promptly pay Contractor the amount so withheld if Contractor remedies the reasons for such action.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than the time of payment by Owner.

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as Incomplete) and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. At that inspection, Owner and Engineer will review, supplement, and edit the initial punch list prepared by Contractor or prepare an additional punch list. If Owner or Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
 - 1. If some or all of the Work has been determined not to be at a point of Substantial Completion, Contractor shall reimburse Owner for any costs and expenses incurred by Owner for re-inspection or re-testing by Engineer, such costs to be set off against subsequent payments or memorialized in a Change Order in accordance with section 15.01.E.1.I.
- C. If Owner and Engineer consider the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy or separate operation of part of the Work will relieve Contractor of its insurance obligations under these Contract Documents.

15.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.
- B. If some or all of the Work has been determined not to be at a point of Final Completion, Contractor shall reimburse Owner for any costs and expenses incurred by Owner for re-inspection or re-testing by Engineer, such costs to be set off against subsequent payments or memorialized in a Change Order in accordance with section 15.01.E.1.I.

15.06 Final Payment

A. *Application for Payment*

5. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
6. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
7. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner

shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 Waiver of Claims

- A. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner unless Contractor has previously reserved its rights for any specific Claims.

15.08 Correction Period

- A. If within two years after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), or by any specific provision of the Contract Documents, any Work is found to be defective,, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. correct the defective repairs to the Site or such adjacent areas;
 2. correct such defective Work;
 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) shall be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 — SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work and all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient. Owner shall have the right with respect to Contractor and Contractor's surety to demand performance of said surety within ten (10) days following termination. Further, Owner shall have the right to determine and/or approve and replacement contractor desired by Surety to correct and complete the Work
- D. Contractor's services will not be terminated pursuant to Paragraph 16.02.B if Contractor commences curative measures within 7 days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by

Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed nor shall Owner be required to publicly bid any completion work should Owner exercise its right to complete the Work on its own as completion work shall be deemed by the Owner, Contractor, Contractor's surety, and Engineer to qualify for an exemption to public bidding as found in the Texas Local Government Code chapter 252.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

16.03 Owner May Terminate for Convenience

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in

Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 — FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:
1. For any disputes subject to this Article, Owner and Contractor shall endeavor to resolve their Claims by mediation. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.
 2. For any claim not resolved by mediation, the parties agree to submit such claims to the jurisdiction of the State District Court of Hays County, Texas, which is the exclusive venue for final dispute resolution.

ARTICLE 18 — MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line or with a corresponding confirmation of delivery or read receipt to the individual or to a member of the firm or to an officer of the corporation for whom it is intended..

18.02 Computation of Times

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions

of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.
- B. The Contractor and Owner waive claims against each other for the following enumerated consequential damages arising out of or relating to this Contract. This mutual waiver includes and is expressly limited to the following:
 - 1. damages incurred by the Owner for lost revenue, profit, financing costs, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
 - 2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, bonding capacity, business and reputation, and for loss of profit except anticipated profit arising directly from the Work

18.05 No Waiver

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 Controlling Law

- A. This Contract is to be governed by the law of the State of Texas without regard to its conflict of law principals.

18.08 Assignment of Contract

- A. Contractor shall not, without the written consent of the Owner assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents, other than to an affiliate. An assignment to an affiliate shall not relieve the assignor of its obligations under this Agreement.

18.09 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

18.11 Prevailing Wage

- A. Contractor shall provide and pay for labor in accordance with the prevailing wage in the locality and shall not pay less than the prevailing wage.

18.12 Right to Audit

- A. Whenever the Owner enters into any type of contractual arrangement with the Contractor, then the Contractor's "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business working hours. The Owner's representative, or an outside representative engaged by the Owner, may perform such audits. The Contractor shall maintain all records relating to this Agreement for four (4) years from the date of final payment under this Agreement.
- B. The Owner shall have the exclusive right to examine the records of the Contractor. The term "records" as referred to herein shall include any and all information, materials and data of every kind and character, including without limitation records, books, papers, documents, contracts, schedules, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may, in the Owner's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document. Such records shall include (hard copy, as well as computer-readable data if it can be made available), written policies and procedures, time sheets, payroll registers, cancelled checks, personnel file data, correspondence, general ledger entries, and any other record in the Contractor's possession which may have a bearing on matters of interest to the Owner in connection with the Contractor's dealings with the Owner (all of the foregoing are hereinafter referred to as "records"). In addition, the Contractor shall permit interviews of employees as well as agents, representatives, vendors, subcontractors and other third parties paid by the Contractor to the extent necessary to adequately permit evaluation and verification of the following:
 - 1. The Contractor's compliance with contract requirements;
 - 2. The Contractor's compliance with the Owner's business ethics policies; and
 - 3. If necessary, the extent of the Work performed by the Contractor at the time of contract termination.
- C. The Contractor shall require all payees (examples of payees include subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this Article 17.10 by securing the requirements hereof in a written agreement between the Contractor and payee. Such requirements include a flow-down right of audit provision in contracts with payees that also apply to subcontractors and sub-subcontractors, material suppliers, etc. The Contractor shall cooperate fully and shall require Related Parties and all of the Contractor's subcontractors to cooperate fully in furnishing or in making available to the Owner from time to time whenever requested, in an expeditious manner, any and all such information, materials, and data.

- D. The Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with this Article 17.10.
- E. If an audit inspection or examination in accordance with this Article 17.10 discloses overpricing or overcharges of any nature by the Contractor to the Owner in excess of one-half of one percent (.5%) of the total contract billings, then the reasonable actual cost of the Owner's audit shall be reimbursed to the Owner by the Contractor. Any adjustments or payments, which must be made as a result of any such audit or inspection of the Contractor's invoices or records, shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the Owner's findings to the Contractor

18.13 Trust Funds

- A. This Project is subject to the Texas Trust Fund Statute, Chapter 162 of the Texas Property Code, and the Parties acknowledge that the payment obligations contained herein for the Contractor to receive funds from the Owner and then use those funds to pay such Subcontractors, Suppliers, Vendors, Consultants, and the like, are subject to the Trust Fund Statute and the Owner's audit rights outline in this Article 18

18.14 Severability

- A. If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted

18.15 Amendments

- A. The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party

18.16 Confidential Information

- A. Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (a) the transmitting party identifies as either confidential or proprietary; (b) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (c) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.
- B. A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

- C. Any information deemed to be confidential or proprietary by the Contractor should be clearly annotated on the pages where confidential or proprietary information is contained. The Owner cannot guarantee that it will not be required to disclose all or part of any public record under Texas Public Information Act (“TPIA”), since information deemed to be confidential or proprietary by the Contractor may not be confidential or proprietary under Texas Law, or pursuant to a Court order. Pursuant to SB 943, the Owner must disclose certain contracting information and the law presumes that most contracting information is public. Certain types of contracting information must generally be released under the TPIA: overall price; price and description of items or services to be delivered; delivery and service deadlines; remedies for breach of contract; identity of the parties to a contract; execution and effective dates; and information connected to a vendor or contractor’s performance on the contract. Additionally, information regarding performance under the contract, including breaches of contract, contract variances, amendments, liquidated damages, and other penalties for non-performance, must generally be released under the TPIA

18.17 Texas Public information Act Requests

- A. The Contractor recognizes that this Project is publicly owned and the Owner is subject to the disclosure requirements of the TPIA. As part of its obligations within the Contract Documents, the Contractor agrees, at no additional cost to the Owner, to cooperate with the Owner for any particular needs or obligations arising out of the Owner’s obligations under the TPIA. This acknowledgement and obligation are in addition to and complimentary to the Owner’s audit rights in section 17.10.
- B. This provision applies if the Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by Owner or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by Owner in a fiscal year of the Owner. The Contractor must (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to Owner for the duration of the Contract; (2) promptly provide to Owner any contracting information related to the contract that is in the custody or possession of the entity on request of Owner; and (3) on completion of the contract, either:
1. provide at no cost to Owner all contracting information related to the Contract that is in the custody or possession of the entity; or
 2. preserve the contracting information related to the Contract as provided by the records retention requirements applicable to Owner.
- C. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

END OF DOCUMENT

DOCUMENT 00800-1
SUPPLEMENTARY CONDITIONS TO GENERAL CONDITIONS

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These Supplementary Conditions amend or supplement Document 00700 - General Conditions. The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1 — DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

SC-1.01 Add to Paragraph 1.01.A by inserting the following as new numbered items in their proper alphabetical positions:

Construction Manager - The individual or entity will be responsible for administration of the Contract as a representative of the Owner. Owner has designated Burgess & Niple Engineers to provide construction management services with duties, responsibilities, and limitations therein as required by Contract.

Final Completion - The Work is complete when it is ready for final payment as established by the Engineer's written recommendation of final payment as set forth in Paragraph 15.06.

ARTICLE 2 — PRELIMINARY MATTERS

2.09 Electronic Transmittals

SC-2.09 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. Electronic Documents Protocol: The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated in this Document, the terms of this Protocol will be incorporated into any other agreement or subcontract

between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.

- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 - f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of General Conditions, Paragraph 18.01.
2. System Infrastructure for Electronic Document Exchange
- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 50 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, Trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of

information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. The Owner will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:
 - 1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;
 - 2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;
 - 3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and

- 4) Include any other Project Website attributes that may be pertinent to Contractor's use of the facility and pricing of such use.

C. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Table 1, including software versions, if listed.

Table 1. Software Requirements for Electronic Document Exchange

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	EADOC	EADOC	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	EADOC	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	EADOC	PDF	

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	EADOC	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email with Attachment	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email with Attachment	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email with Attachment	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email with Attachment	DB	
<p>Notes:</p> <ol style="list-style-type: none"> 1. All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents. 2. Transmittal of written notices is governed by General Conditions, Paragraph 18.01. 				
<p>Key:</p> <p>DB Microsoft® Access .mdb format, Version 2013</p> <p>DGN Microstation .dgn format, Version V8i</p> <p>DOC Microsoft® Word .docx format, Version 2013</p> <p>DWG Autodesk® AutoCAD .dwg format, Version 2024</p> <p>EADOC Web-Based Construction Document Management System</p> <p>Email Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies</p> <p>EXC Microsoft® Excel .xls or .xml format, Version 2013</p> <p>LFE Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)</p> <p>PD Portable Document Format readable by Adobe® Acrobat Reader, Version 2020 or later</p>				

ARTICLE 3 — CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

SC-3.01 Add the following new paragraphs immediately after Paragraph 3.01.G:

- H. This Contract is subject to the requirements of the Texas Water Development Board (TWDB) Drinking Water State Revolving Fund (DW-SRF). The TWDB DW-SRF Rules, Regulations, and Requirements shall supersede any provisions of the Contract Documents with which they conflict.
 - 1. The TWDB Supplemental Construction Contract Conditions, Publication TWDB-0550, Revision 06/24, is added to the Contract Documents in its entirety.

ARTICLE 4 — COMMENCEMENT AND PROGRESS OF THE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 5 — SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

SC-5.01 Add the following new paragraph immediately after Paragraph 5.01.C:

- D. Any Work performed in public rights-of-way, in addition to conforming to the Contract Documents, shall be done in accordance with the requirements of the permit issued by the public agency in whose right-of-way the Work is located.

ARTICLE 6 — BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

SC-6.01 Add the following new paragraphs immediately after Paragraph 6.01.A.3.:

1. Contractor shall furnish a fully executed warranty bond issued in the form of Document 00612 - Warranty Bond prior to or with the final application for payment, and in any event no later than 11 months after Substantial Completion.
2. The warranty bond must be in a bond amount of 15 percent of the final Contract Price.
The warranty bond period will extend to the end of the correction period, as specified in SC 15.08.A.
3. The warranty bond must be issued by the same surety that issues the performance bond.

6.03 Contractor's Insurance

SC-6.03 Add the following new paragraphs immediately after Paragraph 6.03.C.5:

- D. Other Additional Insureds: As a supplement to the provisions of General Conditions, Paragraph 6.03.C, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer).
- E. Workers' Compensation and Employer's Liability: Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as

applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

- F. Commercial General Liability—Claims Covered: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. Commercial General Liability—Form and Content: Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for 3 years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and 3 years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- H. Commercial General Liability—Excluded Content: The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to

- indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
 6. Any limitation or exclusion based on the nature of Contractor's work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. Commercial General Liability—Minimum Policy Limits
- J. Automobile Liability: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.
- K. Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements: Contractor may not meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy.
- M. Contractor's Pollution Liability Insurance: Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than 3 years after final completion.
- N. Contractor's Professional Liability Insurance: If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of 2 years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.
- P. Unmanned Aerial Vehicle Liability Insurance: If Contractor uses unmanned aerial vehicles (UAV—commonly *referred* to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

ARTICLE 7 — CONTRACTOR'S RESPONSIBILITIES

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 8 am to 5 pm.
2. Owner's legal holidays are: New Year's Eve and New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after, Christmas Eve and Christmas Day.

7.09 Permits

SC-7.09 Add the following new paragraphs immediately after paragraph 7.09.A:

- B. Owner will provide the following permits:
1. Edwards Aquifer Protection Plan.
 2. City Building Permit.

7.10 Taxes

SC-7.10 Add the following new paragraph immediately after Paragraph 7.10.A:

7.19 Delegation of Professional Design Services

SC-7.19 Add the following new subparagraph immediately after 7.19.A.

1. Where the technical specs require the Contractor to provide professional design services and to submit signed and sealed documents from a registered Professional Engineer.

ARTICLE 8 — OTHER WORK AT THE SITE

No suggested Supplementary Conditions in this Article.

ARTICLE 9 — OWNER'S RESPONSIBILITIES

No suggested Supplementary Conditions in this Article.

ARTICLE 10 — ENGINEER'S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
1. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 3. Liaison
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
 4. Review of Work; Defective Work
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
 5. Inspections and Tests
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
 6. Payment Requests: Review Applications for Payment with Contractor.
 7. Completion
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11 — CHANGES TO THE CONTRACT

11.02 Change Orders

SC-11.02 Insert the following new subparagraphs immediately following Paragraph 11.02.A.4:

5. In signing a Change Order, the Owner and Contractor acknowledge and agree that:
 - a. the stipulated compensation (Contract Price or Contract Times, or both) set forth in the Change Order includes not only all direct costs of Contractor such as labor, material, job overhead, and profit markup, but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruptions, extended direct overhead or general overhead, acceleration, material or other escalation which includes wages and other impact costs. This document will become a supplement to the Contract and all Contract provisions will apply hereto. It is understood that this Change Order shall be effective on the date approved by the Owner's Representative;
 - b. the Change Order constitutes full mutual accord and satisfaction for the change to the Work;
 - c. no reservation of rights to pursue subsequent claims on the Change Order will be made by either party; and
 - d. no subsequent claim or amendment of the Contract Documents will arise out of or as a result of the Change Order.

11.08 Change of Contract Times

SC-11.08 Add the following new paragraphs immediately after Paragraph 11.08.B:

C. Use of Float:

1. A request for adjustment of Contract Times (or Milestones), otherwise allowable under the Contract Documents, shall be granted only when the time lost or gained exceeds the float for the activity at the time of the event giving rise to the claim. Float, the amount of time between the early start date and the late start date, or the early finish date and the late finish date, is jointly owned by both Owner and Contractor whether expressly disclosed or implied in any manner.
2. Contractor shall not use float suppression techniques (including, but not limited to, preferential sequencing caused by late starts of follow-up trades, unreasonably small crews, extended durations, or imposed dates) in information provided to Engineer.

ARTICLE 12 — CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13 — COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 Cost of the Work

SC-13.01 Adding the following new language at the end of Paragraph 13.01.C.2:

- a. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

ARTICLE 14 — TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15 — PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

No suggested Supplementary Conditions in this Article.

ARTICLE 16 — SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17 — FINAL RESOLUTIONS OF DISPUTES

Not used.

ARTICLE 18 — MISCELLANEOUS

SC-18.11 Add the following new paragraphs immediately after paragraph 18.10.

18.11 American Iron and Steel

- A. The Contractor acknowledges to and for the benefit of the Applicant (“Purchaser”) and the Texas Water Development Board (TWDB) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel,” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the TWDB that (a) the Contractor has reviewed and understands the American Iron and Steel

Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the TWDB. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser to enforce this Agreement and recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the TWDB or any damages owed to the TWDB by the Purchaser). While the Contractor has no direct contractual privity with the TWDB, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the TWDB is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the TWDB.

18.12 Environmental Mitigation

- A. This project is subject to the requirements of the National Environmental Policy Act which includes requirements for compliance with multiple Acts of Congress and numerous federal laws including, but not limited to, the Endangered Species Act and the National Historic Preservation Act. A list of required environmental mitigation measures is included in these contract documents and shall be adhered to by the Contractor. These mitigation measures are not comprehensive and may be amended subject to the encountering of conditions governed by the National Environmental Policy Act.

END OF DOCUMENT

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1.0 SCOPE OF WORK

The City of Dripping Springs will accept sealed bids for the construction of the City of Dripping Springs East Interceptor Segment 1. The work to be performed includes furnishing all materials, equipment, tools, and labor necessary for the construction of a 24- and 30-inch gravity main that is approximately 2947 feet. The gravity main will cross Highway 290 going south which will require boring and the approximate length of bore is 417. The proposed project will occur in conjunction with a current on-going Village Grove project that was awarded to a contractor. This project will need to be coordinated with the ongoing project contractor.

The City of Austin Standard Construction Specifications current at the time of bidding shall govern materials and methods used to do the work, and are made a part of this Contract. Whenever the term "City of Austin" is used in the City of Austin Specifications, it shall be construed to mean "OWNER, and or its designated representative." Whenever the term "ENGINEER" is used in the City of Austin Specifications, it shall be construed to mean Burgess & Niple, Inc. Technical Specifications provided are intended to supplement the City Standard Specifications, not to replace them. Any discrepancies between the City Standard Specifications and the terms of this Contract shall be reported to the Engineer, who shall determine which specification shall govern.

2.0 ENGINEER (Reference 1.01.A.22 in the General Conditions)

The term "Engineer" in these specifications shall be understood as referring to Burgess & Niple, Inc., 235 Ledge Stone Drive, Austin, Texas 78737, or such other Engineer, Superintendent, or Inspector as may be authorized by said OWNER to act in any particular.

3.0 OWNER (Reference 1.01.A.32 in General Conditions)

The term "OWNER" shall mean The City of Dripping Springs.

4.0 EXAMINATION OF SITE OF PROJECT

CONTRACTOR shall make a careful examination of the site of the Project, soil and water conditions to be encountered, improvements to be protected, disposal sites for surplus materials not designated to be salvaged materials, and the method of providing ingress and egress to the work sites and private properties, and the methods of handling traffic during construction of the entire Project.

5.0 CONSTRUCTION PLANS AND SPECIFICATIONS (Reference 2.02 of the General Conditions)

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Construction plans are furnished herewith and made a part of these specifications, the same as if they were written herein. The CONTRACTOR will be furnished three (3) sets Project Documents at no expense to him.

The documents are intended to agree and be mutually explanatory, and they shall be accepted and used as a whole and not separately. Should any item be omitted from the drawing and be herein specified, or vice versa, it shall be executed in the same way as if both shown and specified. Should contradiction be found, definite provisions of the specifications will be referred to the requirements of the drawings; however, the decision of the Engineer shall be final.

Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

1. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
2. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

Where reference is made in these specifications to specifications compiled by other agencies, organizations or departments, such reference is made for expediency and standardization. Such specifications referred to are hereby made a part of these specifications.

6.0 RECORD DRAWINGS/AS-BUILT PLANS (Reference 7.12 of the General Conditions)

Prior to commencing any portion of the Work, the CONTRACTOR will be furnished two (2) sets of construction plans in the form of blue-line prints to be used as a daily record of the Work as constructed on which it shall indicate changes made during construction. All notes and comments necessary to give a clear conception of exactly how all items were constructed including locations shall be shown. As-built plans shall also be provided for all shop drawings submitted by CONTRACTOR if the shop drawings were constructed differently than that approved. The furnished sets of drawings shall be identified on the front lower right-hand corner of each sheet by a rubber stamp impression reading as follows:

**"RECORD PRINTS"
"TO BE USED FOR RECORDING AUTHORIZED FIELD
MODIFICATIONS AND DIMENSIONAL DATA ONLY"**

One set of "Record Prints" shall be submitted to the Engineer for review at the time of Substantial Completion and must be approved prior to final payment. The Engineer will

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return these drawings to the CONTRACTOR who shall transfer in indelible red ink all the information onto the clean set of blueline prints for the OWNER's use. After recording information on the prints, the CONTRACTOR shall stamp each print "Record Drawings" and certify in writing on each print by his signature that the indications are a true and accurate record. CONTRACTOR shall deliver both the jobsite marked-up prints and the "Record Drawings" prints to the Engineer. These "Record Drawings" prints delivered for the OWNER's use is a condition of final acceptance and payment.

As the work progresses, the CONTRACTOR shall update the "Record Prints" on a daily basis as required to maintain an accurate dimensional record of the work as constructed, including:

1. Exact locations and elevations of all underground and buried portions of the Work.
2. All changes and corrections to dimensions.
3. All changes of materials and finishes.
4. Location, size and arrangement of all concealed items of mechanical and electrical portions of the work, including outlets, piping conduit, valves, dampers, duct work and equipment.
5. Location, size and arrangement of exposed piping, valves, conduit, equipment, and other utilities.
6. All changes and deviations in the work from that indicated and specified in the Contract Documents including Addenda, Change Orders, and field modifications.

Field measurements shall be made of work in place and the proper dimensions indicated on the "Record Prints" to clearly and accurately delineate the work as constructed.

Equipment identification plates, valve tags, fixture types and other identification designations shall be clearly marked on the "Record Prints" as to location and designation using symbols corresponding to symbols used in the Contract Documents.

The preparation of "Record Prints" showing changes and deviations in the Work does not grant the CONTRACTOR the authority to make changes in the Work without the expressed written approval of the Engineer and OWNER in each and every case.

7.0 COMMENCING WORK (Reference 2.03 of the General Conditions)

The CONTRACTOR is required to notify the Engineer at least 48 hours prior to the date work is to commence under this Contract and at least 48 hours prior to implementing any change in the work schedule.

No Person shall have the authority to verbally alter, modify, expand or reduce the requirements of the drawings or specifications. Verbal modifications shall not be binding

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on the OWNER or CONTRACTOR until specifically confirmed in writing by the ENGINEER. The CONTRACTOR shall bear full responsibility for nonconforming work initiated by a verbal request in the field. All modifications affecting cost, scope, quality or time shall be made a part of the contract by a "Change in Contract" approved by OWNER.

8.0 QUANTITIES (Reference 13.03 of the General Conditions)

The CONTRACTOR shall check and verify all dimensions shown on the drawings and shall report in writing any inconsistencies to the Engineer before submitting a Bid, or include in the Bid the greater quantity or better quality of work, or compliance with the more stringent requirement resulting in a greater cost as described in the Instructions to Bidders. In addition, the CONTRACTOR shall check and verify all dimensions shown on the drawings and shall report in writing any inconsistencies to the Engineer before proceeding with any work or ordering of materials. The CONTRACTOR shall verify all measurements and shall be responsible for the correctness of the same. Any difference which may be found shall be submitted in writing to the Engineer for consideration before proceeding with the Work.

The CONTRACTOR shall calculate all quantities for the work to be performed based on the construction drawings and specifications. The cost for all work required to complete the Work shall be included in the Contract Price. No incidental items of work will be paid for unless there is an item in the proposal for such work. It must be strictly understood that the prices bid are for complete and acceptable work, and CONTRACTOR will not be paid for any materials on hand or stored at the job site.

9.0 STAKING FOR CONSTRUCTION

Construction staking for the alignment and location of all proposed improvements shall be the responsibility of the CONTRACTOR. The proposed improvements shall be located as shown on the construction plans and in reference to benchmarks identified by the Engineer. The OWNER reserves the right to check the CONTRACTOR's lines, grades, levels, etc. at any time. No direct or separate payment will be made for construction staking or restaking.

10.0 CONSTRUCTION SCHEDULE (Reference 1.10(A).34 of the General Conditions)

Prior to commencing work, the CONTRACTOR shall submit a schedule illustrating the working day progress of the work to its completion within the time frame allotted in the Contract. This schedule shall be revised by the CONTRACTOR monthly and submitted with monthly pay estimates to the Engineer.

11.0 CONTRACTOR'S RESPONSIBILITY AND LIABILITY FOR PERFORMANCE OF WORK (Reference Article 7 of the General Conditions)

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It is expressly understood and agreed to by the CONTRACTOR that, regardless of the extent of inspection and supervision provided by the OWNER and the Engineer, it is the CONTRACTOR's responsibility to perform and complete work in accordance with the drawings and specifications, and that the OWNER and Engineer have no liability or responsibility whatever to the CONTRACTOR for any work performed by the CONTRACTOR which is not in accordance with the drawings and specifications regardless of the time when discovered and whether discovered at any time during the course of construction or after acceptance of the Work.

The Engineer shall inform the CONTRACTOR of any Work that is not in accordance with the drawings and specifications when it becomes known to him. If any Work is performed which is not in accordance with the drawings and specifications and is not discovered until a later time, neither the OWNER nor the Engineer shall have any responsibility to the CONTRACTOR, or be liable to the CONTRACTOR for the correction or removal of the unsatisfactory portion of the Work or of any portion of the Work subsequently performed or affected by it. The correction or removal of such unsatisfactory Work and the replacement with satisfactory Work shall be performed by the CONTRACTOR at his own expense, and is understood to be fully included in his contract requirements, without any additional compensation or claims upon the OWNER or Engineer.

12.0 BOUNDARIES OF WORK

The CONTRACTOR is required to use only the area designated by the OWNER as working areas. All work shall be done in such a manner as not to interfere with normal activities occurring outside of the work area.

The OWNER will provide land and rights-of-way for the Work specified in this Contract and make suitable provisions for ingress and egress, and the CONTRACTOR shall not enter on or occupy with men, tools, equipment, or materials, any ground outside the Site or property of the OWNER without the written permission of the owner of such other property.

13.0 EXISTING UTILITIES

Existing surface and subsurface structures (gas mains, water mains, sewer mains, storm sewers, telephone cables, electrical lines, etc.) are shown on the plans if their location has been determined, but it shall be the responsibility of the CONTRACTOR to avoid damaging these existing structures whether or not they are shown on the plans. The OWNER and Engineer assume no responsibility for failure to show any or all of the structures on the plans or to show them in their exact location. It is mutually agreed that such failure to show these structures will not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever. If any structure is damaged by the CONTRACTOR it shall be his responsibility to repair the damage at his own expense and restore the structure to its functional use.

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The CONTRACTOR shall be responsible for the protection of all existing utilities or service lines crossed by its construction operations. Where existing utilities or service lines are cut, broken, or damaged, the CONTRACTOR shall replace or repair the utilities or service lines with the same type of original material and construction, or better, at his own cost and expense.

Protection of poles and landscaping shall be done at no expense to the OWNER.

14.0 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

In case it is necessary to change or move the property of any owner or of a public utility, such property shall not be moved or interfered with, until ordered to do so by the Engineer. The right is reserved by the owner of public utilities to enter upon the limits of the Project for the purpose of making such changes or repairs to their property that may become necessary by the performance of this Contract.

15.0 CONTRACTOR'S INSURANCE (Reference Insurance Rider and Attachment B Insurance Requirements)

CONTRACTOR shall, at its sole cost and expense, procure and maintain in effect during the term of this Agreement the insurance coverage in the amounts set forth herein.

16.0 SUPERINTENDENT (Reference 7.02 of the General Conditions)

A full time field superintendent with a minimum of five (5) years of experience in a similar type of construction must be present at all times, regardless of the amount of work, and must be capable of making decisions on the CONTRACTOR's behalf.

17.0 LABOR FORCE

The CONTRACTOR may bring his superintendent, foreman, sub-foreman, machine operators, and sufficient key men to round his organization. The CONTRACTOR shall abide by the Wage and Hour Laws of the State and must not pay less than the rates legally prescribed.

CONTRACTOR shall not use in the performance of the Work any personnel, whether employed by CONTRACTOR or its subcontractors, deemed by OWNER to be incompetent, careless, unqualified to perform the work assigned, or otherwise unsatisfactory to OWNER, and shall at OWNER's request remove any such person from the Project.

18.0 MATERIALS AND WORKMANSHIP

The CONTRACTOR shall furnish all materials for a complete job as shown on the plans and as required by the specifications. No material which has been used by the CONTRACTOR for any temporary purpose whatever is to be incorporated in the permanent structure without written consent of the Engineer.

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The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or "or-equal" materials and equipment approved by Engineer and OWNER and identified by Addendum.

Where material or equipment is specified by a trade or brand name, it is not the intention of the OWNER to discriminate against an equal product or another manufacturer, but rather to set a definite standard of performance and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the article or process is equal, in the opinion or judgment of the Engineer, to the article or process specified by name. Unless otherwise specified, all materials shall be the best of its respective kind and shall be in all cases fully equal to approved samples. No item of material or equipment will be considered by Engineer as a substitute or "or-equal" unless written request for approval has been submitted by CONTRACTOR and has been received by Engineer at least 10 days prior to the date for receipt of Bids. Each such request shall conform to requirements of paragraph 6.05 of the General Conditions. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum.

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19.0 SUBCONTRACTORS

CONTRACTOR must submit to OWNER and Engineer a list of all subcontractors for approval prior to commencing work. During the course of construction any changes in subcontractors must have prior written approval by the OWNER and Engineer.

20.0 PERMITS, CERTIFICATES, LAWS, AND ORDINANCES

The CONTRACTOR shall, at his own expense, procure any and all permits, certificates and licenses required of him by law or local ordinance for the execution of his work, including any permits required for transport of equipment or supplies for this Contract. Construction shall not commence on the Project until all applicable permits are obtained by the CONTRACTOR.

All work shall be done in strict accordance with all applicable Laws and Regulations of any regulatory agency having jurisdiction over this Work or the Site. It is not the intention of this Contract to violate the Laws and Regulations of any regulatory agencies having jurisdiction over this Work. This Contract indicates only the minimum quantity or quality acceptable to regulatory agencies having jurisdiction over this Work or the Site. If the codes, etc. call for greater quality or quantity, that greater quality or quantity shall be the basis for the bid.

All costs of labor, materials and fees for obtaining permits, utility taps and hookups, etc. shall be included in the Contract Price.

21.0 SALES TAX (Reference 7.10 of the General Conditions)

The CONTRACTOR will be responsible for the payment of all taxes in compliance with the laws of the State of Texas and the United States. However, this Contract is to be performed for a tax-exempt organization. The CONTRACTOR may purchase all materials incorporated into realty in the performance of this Contract without paying sales tax. The OWNER is exempt from paying sales tax on services required as an integral portion of the Contract. The CONTRACTOR will be liable for the payment of limited sales tax if the CONTRACTOR uses the tangible personal property in some other use than the reason listed above, and shall pay the tax based on the price for the tangible personal property.

22.0 REPLACEMENT OF MISCELLANEOUS IMPROVEMENTS/CLEAN UP

The CONTRACTOR shall repair or replace all fences, landscaping, mailboxes, light poles, concrete walls, sidewalks, driveways, drainage ways, utilities, concrete curbs and concrete pavement, signs, culverts, asphalt pavement, building walls and attachments and other miscellaneous improvements damaged by the CONTRACTOR due to his operations on this Project, to a condition equal to or better than its condition before construction, at no expense to the OWNER. No direct payment will be made for this item.

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During construction, the CONTRACTOR shall maintain the Site in an orderly, neat, and presentable manner. Scraps and debris shall not be left scattered but shall be assembled together and to the extent unusable shall be moved from the Site or disposed of to the satisfaction of the Engineer. After the Work is completed and before final acceptance of the Work by OWNER, CONTRACTOR shall remove all debris from the construction site. Temporary structures, forms, equipment, objectionable rocks, concrete and other debris shall be removed in such manner as to leave the construction site in a neat and presentable condition throughout. Earthwork shall be smoothed and graded to the lines shown on the construction plans. No direct payment will be made for cleanup.

During construction the CONTRACTOR shall keep the Site free and clean from all rubbish and debris and shall clean up the Site promptly and when notified to do so by the Engineer or OWNER.

The CONTRACTOR shall, at his own expense, maintain the streets and roads free from dust, mud, excess earth or debris which constitutes a nuisance or danger to the public using the thoroughfare, or the occupants of adjacent properties. Care shall be taken to prevent spillage or debris deposited on streets, due to the CONTRACTOR's operations, and shall be immediately removed.

The CONTRACTOR shall coordinate his operations in such a manner as to prevent the amount of clean up and completion of back work from becoming excessive. Should such a condition exist, the Engineer may order all or portions of the Work to cease, and refuse to allow any Work to commence until the cleanup and back work is done to the Engineer's satisfaction.

The CONTRACTOR shall do such grading in the area adjacent to streets and drainage facilities as may be necessary to leave the area in a neat and satisfactory condition approved by the Engineer. In addition, CONTRACTOR shall clean and remove sediment from the storm sewer facilities deposited as a result of construction to a satisfactory condition approved by the Engineer.

23.0 EXISTING CONDITIONS

The CONTRACTOR shall be responsible for any loss or damage caused by it or its workmen to the property of OWNER and shall immediately repair or replace such loss or damage under the direction and to the complete satisfaction of the OWNER.

24.0 PROTECTION OF THE SITE AND LAYDOWN/STORAGE AREAS

The CONTRACTOR shall protect all structures, utilities and pipelines, trees, shrubbery, lawns, and other improvements during the progress of his work and shall remove from the Site and laydown/storage areas all debris and unused materials.

The CONTRACTOR shall at all times provide protection against weather such as rain, wind, storms, frost, or heat so as to maintain all work and materials free from injury or damage. At the end of the day's work, all new work likely to be damaged shall be

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covered. Any materials damaged by failure to provide protection as required, shall be removed and replaced with new materials at the CONTRACTOR's expense.

25.0 TRENCH EXCAVATION SAFETY PROTECTION

Trench protection for all trenches over five (5) feet in depth shall be accomplished by the CONTRACTOR in accordance with all provisions of Part 1926, Subpart P - Excavations, Trenching, and Shoring of the Occupational Safety and Health Standards and Interpretations (OSHA), or any updated and subsequent version thereof.

OSHA requirements are to be strictly enforced by the CONTRACTOR. Any dangerous situation which has been brought to the attention of the CONTRACTOR and which has not been corrected, will be sufficient grounds for stopping the work.

It is the sole duty, responsibility, and prerogative of the CONTRACTOR, not the OWNER or Engineer, to determine the specific applicability of a trench safety system to each field condition encountered on the project. It will be the CONTRACTOR's responsibility to identify the soil type and to accurately adjust his trench safety methods according to the OSHA requirements.

The CONTRACTOR shall indemnify and hold harmless the OWNER and Engineer, its employees and agents, from any and all damages, costs (including, without limitation, legal fees, court costs, and the cost of investigation), judgments or claims by anyone for injury or death of persons resulting from the collapse or failure of trenches constructed under this Contract.

The CONTRACTOR acknowledges and agrees that this indemnity provision provides indemnity for the OWNER and Engineer in case the OWNER or Engineer is negligent either by act or omission in providing for trench safety, including, but not limited to, inspections, failure to issue stop work orders, and the hiring of the CONTRACTOR.

26.0 CONTRACTOR LAYDOWN AREA

The CONTRACTOR shall notify the OWNER as to the preferred laydown/equipment storage areas to be used by CONTRACTOR and which must be approved by OWNER. Any temporary security fencing constructed around or within the laydown area(s) shall be approved by OWNER. CONTRACTOR shall completely restore the laydown area to its original condition prior to demobilization. Site restoration shall include removing and properly disposing of all trash and debris, and repairing any roadways used for access to the site damaged by CONTRACTOR. Any temporary security fencing installed for convenience of the CONTRACTOR shall be removed.

27.0 GUARANTEE

The CONTRACTOR shall guarantee the Work against defective workmanship and materials for a period of two (2) years from the date of final acceptance of the Work by the OWNER. The determination of the necessity during the warranty period for the

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CONTRACTOR to repair or replace the Work in whole or in part shall rest with the Engineer and OWNER, whose decision in the matter shall be final and obligatory upon the CONTRACTOR.

Where defective workmanship and/or materials are discovered requiring repairs to be made under this guaranty, all such repair work shall be done by the CONTRACTOR at his own expense within five (5) days after written notice of such defect has been given to him by the OWNER. Should the CONTRACTOR fail to repair or correct such defective workmanship and/or materials within five (5) days after being notified, the OWNER may make the necessary repairs and charge the CONTRACTOR and/or his Surety with the actual cost of all labor and materials required.

28.0 MANUFACTURER'S CERTIFICATES

All manufacturer's certificates and guarantees required herein are to be furnished by the CONTRACTOR at its own expense.

29.0 WORK IN PROGRESS BY OTHER CONTRACTORS

CONTRACTOR is hereby advised that other contractors will be working at the site to complete the overall Project objectives. Other contractors and employees or agents of the OWNER may, for all necessary purposes, enter upon the Work and Site used by the CONTRACTOR, and the CONTRACTOR shall conduct his work so as not to impede unnecessarily any work being done by others on or adjacent to the sites.

30.0 TESTING OF MATERIALS

All testing of materials required under these specifications shall be performed by an approved agency for testing materials. The nomination of the laboratory and the payment for such services shall be made by the OWNER, unless specified otherwise. Any retest required because of failure of the initial test will be paid for by the CONTRACTOR and shall be included in the total Contract Price. OWNER will deduct cost of retesting from the CONTRACTOR's partial Pay Request.

31.0 GUARANTEE INSPECTION

Immediately prior to expiration of the two-year guarantee period, the CONTRACTOR shall make an inspection of the Work in the company of the Engineer and the OWNER. The Engineer and the OWNER shall be given not less than 10 days notice prior to the anticipated date of Guarantee expiration.

Where any portion of the Work has proven to be defective and requires replacement, repair or adjustment, the CONTRACTOR shall immediately provide materials and labor necessary to remedy such defective work and shall prosecute such work without delay until completed to the satisfaction of the Engineer and the OWNER, even though the date of completion of the corrective work may extend beyond the expiration date of the guarantee period.

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The CONTRACTOR shall not be responsible for correction of work which has been damaged because of neglect or abuse.

32.0 REJECTED MATERIALS

All materials which have been rejected or condemned by the OWNER shall be immediately removed from the Site.

33.0 DISPUTE RESOLUTION AGREEMENT

OWNER and CONTRACTOR hereby agree that Article 17 of the General Conditions to the Agreement between OWNER and CONTRACTOR is amended to include the following agreement of the parties:

(a) All claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making and acceptance of final payment) shall be subject to mediation as a condition precedent to binding dispute resolution which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then obtaining, subject to the limitations of this Supplemental Condition. The parties shall share the mediator's fee and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. For any claim subject to, but not resolved by mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

(b) No request for mediation of any claim, dispute or other matter that is required to be referred to ENGINEER initially for decision in accordance with the Agreement will be made until the earlier of (a) the date on which ENGINEER has rendered a written decision or (b) the thirty-first day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No request for mediation of any such claim, dispute or other matter will be made later than one hundred and eighty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with the Agreement and the failure to request mediation within said thirty days' period will result in ENGINEER'S decision being final and binding upon OWNER and CONTRACTOR. No request for mediation of any written decision of ENGINEER rendered in accordance with the Agreement will be made later than sixty days after the party making such request has delivered written notice of intention to appeal as provided in the Agreement.

(c) Notice of the request for mediation will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to ENGINEER for information. The request for medication will be made within the one hundred and eighty day or sixty day period specified in subparagraph (b) above as applicable, and in all other cases within a reasonable time after the claim, dispute or other

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matter in question has arisen, and in no event shall any such request be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable state of limitations.

34.0 BARRICADES AND DANGER SIGNALS/TRAFFIC CONTROL

The CONTRACTOR shall provide in a manner satisfactory to OWNER the uninterrupted passage of traffic at all times and provide for traffic to and from private property where existing facilities cannot be used due to construction operations.

Where the Work is in, or adjacent to any street, alley, or public place, the CONTRACTOR shall be responsible for furnishing, erecting, and maintaining, at no expense to the OWNER, all traffic control measures, including suitable barricades, warning lights, warning signs, flares, barriers, cones, lights, flags signals, flagmen and other traffic control devices as are or may be necessary to adequately protect the Work and warn of the Project, including, but not limited to, sections of the Project which the CONTRACTOR closes to traffic. Warning devices shall be installed as described in the Texas Manual on Uniform Traffic Control Devices.

The CONTRACTOR will be held responsible for all damage to the work due to the failure of barricades, signs, lights and watchmen to protect it, and whenever evidence is found of such damage, the OWNER may order the damaged portion immediately removed and replaced by the CONTRACTOR at his cost and expense. The CONTRACTOR's responsibility for the maintenance of barricades, signs and lights and for providing watchmen, shall not cease until the Work has been accepted by the OWNER.

Unless otherwise set forth in these specifications, the CONTRACTOR shall receive no direct compensation for furnishing, erecting and maintaining the necessary barricades, lights, flares, signs or for any other materials necessary for the good and proper safety, convenience and direction of traffic during the period prior to final inspection and acceptance by the OWNER.

35.0 TERMINATION OF CONTRACT IN CASE OF NATIONAL EMERGENCY

Whenever, because of a national emergency so declared by the President of the United States or other lawful authority, it becomes impossible for the CONTRACTOR to obtain all of the necessary labor, material and equipment for the prosecution of the Work with reasonable continuity for a period of two months, or to complete the Work if Substantial Completion is expected in less than two (2) months, the CONTRACTOR shall within seven (7) days notify the OWNER in writing, giving a detailed statement of the efforts which have been made and listing all necessary items of labor, material and equipment not obtainable. If after investigation, the OWNER finds that such conditions exist and that the inability of the CONTRACTOR to proceed is not attributable in whole or in part to the fault or neglect of the CONTRACTOR, then if the OWNER cannot after reasonable effort assist the CONTRACTOR in procuring and making available the

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necessary labor, materials, and equipment within 30 days, the CONTRACTOR may request the OWNER to terminate the Contract and the OWNER shall within 30 days comply with the request, and the termination shall be based on a final settlement, which shall include, but not be limited to, the payment for the portion of the Work completed and approved.

36.0 WATER

Water required for water jetting, flooding, testing, flushing, disinfecting, and construction shall be obtained at the CONTRACTOR's expense and shall be included (subsidiary to contract) in the Contract prices. CONTRACTOR shall provide all labor, materials, and equipment for making connections (temporary or permanent) to existing water facilities, for metering the water used, and for removal of temporary connections.

37.0 ELECTRICITY

Electricity may not be available at the site at the time of construction. CONTRACTOR shall make all temporary power connections at the existing power poles along the site and shall make provisions to furnish other power as required to complete the specified work at this site.

38.0 WORKING HOURS

The CONTRACTOR shall submit to the OWNER prior to construction, a construction schedule which shall meet the OWNER's approval before construction can begin. The CONTRACTOR shall perform all construction activities between 8:00 a.m. to 5:00 p.m., Monday through Friday. However, the CONTRACTOR may be allowed to work weekends and holidays upon the OWNER's written approval.

39.0 SANITARY FACILITIES

The CONTRACTOR shall provide chemical toilet facilities for the use of his forces. Adequacy of these facilities will be subject to the approval of the Engineer and maintenance of same must be satisfactory to the Engineer at all times. All sanitary facilities shall be the sole responsibility of the CONTRACTOR and shall be included in the Contract Price, and no separate payment shall be made.

40.0 PARKING

The CONTRACTOR shall be responsible for the expense of parking its and its employees' vehicles in a legal manner at no expense or inconvenience to OWNER or other Contractors in the area.

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41.0 MEASUREMENT AND PAYMENT

Unless otherwise stated, it is understood that all payments made are for finished work and include all labor, tools, materials, appurtenances, constructing and completing the item on which payment is made.

42.0 DRUG AND FIREARM POLICY

OWNER has advised CONTRACTOR of OWNER's policy pursuant to which OWNER prohibits the use, possession, sale, transfer, and/or storage of firearms, prohibited drugs or alcohol on its premises by its employees. Further no hunting is allowed on the premises. This policy also applies to those employees of CONTRACTOR who perform work for OWNER. CONTRACTOR specifically acknowledges its understanding of and familiarity with OWNER's policies, procedures and restrictions concerning the influence, use or presence of drugs, alcohol, and/or firearms at the Project and agrees to be bound by and fully comply with the same. Further, CONTRACTOR agrees that the foregoing shall apply to its employees and those of its subcontractors and hereby agrees to insure that all personnel engaged in the Work are aware of and familiar with OWNER's policies, procedures and restrictions and to remove from the Project and replace any personnel CONTRACTOR believes to be in violation thereof. It is understood and agreed that OWNER shall have the right to require the removal and replacement of any person or entity not adhering to such requirements. CONTRACTOR shall include the foregoing provisions in each of its subcontracts relating to the Project in order that the terms of this Section 50 shall fully apply to such parties.

43.0 PERFORMANCE, PAYMENT, AND WARRANTY BONDS

It is further agreed by the Parties to this CONTRACT that the CONTRACTOR will execute separate Performance, Payment, and Warranty Bonds. The Performance and Payment Bonds shall be in a sum equal to 100% of the total CONTRACT price. The Warranty Bond shall be equal to 15% of the CONTRACT price. All bonds shall be in standard forms for this purpose guaranteeing payment to all persons supplying labor and materials or furnishing him any equipment in the execution of the CONTRACT. It is agreed that the CONTRACT shall not be in effect until such performance and payment bonds are furnished and approved by OWNER and that final retainage shall not be paid until such maintenance bond is furnished and approved by the OWNER. The cost of the premium for the performance, payment and maintenance bonds shall be included in the price bid by the CONTRACTOR FOR work under this CONTRACT, and no extra payment for such bonds will be made by the OWNER. The surety company or companies underwriting the performance, payment, and maintenance bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States. Furthermore, the surety company or companies shall be duly authorized to act under the laws of the State of Texas as Surety, and shall be approved by the OWNER. The maintenance bond may also include naming any governmental authority required for final approval and or acceptance. The maintenance bond shall be effective for a period of 1 year after the date of final acceptance.

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44.0 SCHEDULE OF VALUES

The CONTRACTOR shall submit a schedule of values at the request of the OWNER or the ENGINEER. The schedule of values is defined as a breakdown of any bid item into its individual component costs. The costs include, but are not limited to, bonds, separate work items, labor, and material.

45.0 CONTRACT DELAYS AND REINSPECTION

The CONTRACTOR shall reimburse OWNER for all additional Engineering and Inspection Cost that are a result of failed test or incorrect work where re-inspections or re-testing and or more field observations are required or where the work extends past the allotted time resulting in a longer period of Construction Services by the ENGINEER. Each month ENGINEER will invoice OWNER separately for re-inspections and re-testing. Such invoice amounts will be deducted from CONTRACTOR's Partial Pay Requests.

**Exhibit A to Contract Agreement
Owner's Insurance Requirements of Contractor**

1. Specific Insurance Requirements

The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement and thereafter as required:

Insurance	Coverage/Limits	Other Requirements
Commercial General Liability (Occurrence Basis)	Amounts of coverage shall be no less than: <ul style="list-style-type: none"> ▪ \$1,000,000 Per Occurrence ▪ \$2,000,000 General Aggregate ▪ \$2,000,000 Products/Completed Operations Aggregate ▪ \$1,000,000 Personal and Advertising Injury ▪ Designated Construction Project(s) General Aggregate Limit 	<ul style="list-style-type: none"> ▪ Current ISO edition of CG 00 01 ▪ Additional insured status shall be provided in favor of Owner Parties on a combination of ISO forms CG 20 10 04 13 and CG 20 37 04 13. ▪ This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and will not seek contribution from any other insurance held by Owner Parties, with Owner Parties' insurance being excess, secondary and non-contributing. ▪ Stop Gap coverage shall be provided if any work is to be performed in a monopolistic workers' compensation state. ▪ The following exclusions/limitations (or their equivalent(s), are prohibited: <ul style="list-style-type: none"> ○ Contractual Liability Limitation CG 21 39 ○ Amendment of Insured Contract Definition CG 24 26 ○ Limitation of Coverage to Designated Premises or Project, CG 21 44 ○ Exclusion-Damage to Work Performed by Subcontractors on Your Behalf, CG 22 94 or CG 22 95 ○ Exclusion-Explosion, Collapse and Underground Property Damage Hazard, CG 21 42 or CG 21 43 ○ Any Classification limitation ○ Any Construction Defect Completed Operations exclusion ○ Any endorsement modifying the Employer's Liability exclusion or deleting the exception to it ○ Any endorsement modifying or deleting Explosion, Collapse or Underground coverage ○ Any Habitational or Residential exclusion applicable to the Work ○ Any "Insured vs. Insured" exclusion except Named Insured vs. Named Insured ○ Any Punitive, Exemplary or Multiplied Damages exclusion ○ Any Subsidence exclusion

Business Auto Liability	<p>Amount of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ \$1,000,000 Per Accident 	<ul style="list-style-type: none"> ▪ Current ISO edition of CA 00 01 ▪ Arising out of any auto (Symbol 1), including owned, hired and non-owned
Workers' Compensation and Employer's Liability	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ Statutory Limits ▪ \$1,000,000 Each Accident and Disease ▪ Alternate Employer endorsement ▪ USL&H must be provided where such exposure exists. 	<ul style="list-style-type: none"> ▪ The State in which work is to be performed must listed under Item 3.A. on the Information Page ▪ Such insurance shall cover liability arising out of the Contractor's employment of workers and anyone for whom the Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted. ▪ Where a Professional Employer Organization (PEO) or "leased employees" are utilized, Contractor shall require its leasing company to provide Workers' Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Contractor and Owner. Where Contractor uses leased employees with Workers' Compensation insurance provided by a PEO or employee leasing company, Contractor is strictly prohibited from subletting any of its work without the express written agreement of Owner.
Excess Liability (Occurrence Basis)	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ \$5,000,000 Each Occurrence ▪ \$5,000,000 Annual Aggregate 	<ul style="list-style-type: none"> ▪ Such insurance shall be excess over and be no less broad than all coverages described above. ▪ Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits and shall include a duty to defend any insured.
Professional Liability	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ \$1,000,000 Each Occurrence ▪ \$2,000,000 Annual Aggregate ▪ If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate. ▪ Such insurance shall cover all services rendered by the Contractor and its consultants under the Agreement, including but not limited to design or design/build services. ▪ Policies written on a Claims-Made basis shall be maintained for at least two years beyond termination of the Agreement. 	<ul style="list-style-type: none"> ▪ Such insurance shall cover all services rendered by the Contractor and its subcontractors under the Agreement. ▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: <ul style="list-style-type: none"> ○ bodily injury or property damage where coverage is provided in behalf of design professionals or design/build contractors ○ habitational or residential operations ○ mold and/or microbial matter and/or fungus and/or biological substance ○ punitive, exemplary or multiplied damages. ▪ Any retroactive date must be effective prior to beginning of services for the Owner. ▪ Policies written on a Claims-Made basis shall have an extended reporting period of at least

		<p>two years beyond termination of the Agreement. Vendor shall trigger the extended reporting period if identical coverage is not otherwise maintained with the expiring retroactive date.</p>
<p>Contractors Pollution Liability</p>	<p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> ▪ \$1,000,000 Each Loss ▪ \$2,000,000 Annual Aggregate ▪ If a combined Contractor’s Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate. ▪ The policy must provide coverage for: <ul style="list-style-type: none"> ○ the full scope of the named insured’s operations (on-going and completed) as described within the scope of work for this Agreement ○ loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall ○ third party liability for bodily injury, property damage, clean up expenses, and defense arising from the operations; ○ diminution of value and Natural Resources damages ○ contractual liability ○ claims arising from non-owned disposal sites utilized in the performance of this Agreement. 	<ul style="list-style-type: none"> ▪ The policy must insure contractual liability, name Owner Parties as an Additional Insured, and be primary and noncontributory to all coverage available to the Additional Insured. ▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: <ul style="list-style-type: none"> ○ Insured vs. insured actions. However, exclusion for claims made between insured within the same economic family are acceptable. ○ impaired property that has not been physically injured ○ materials supplied or handled by the named insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval. ○ property damage to the work performed by the contractor ○ faulty workmanship as it relates to clean up costs ○ punitive, exemplary or multiplied damages ○ work performed by subcontractors ▪ If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of this Agreement or the commencement of contractor services relation to the Work. ▪ The policy will offer an extended discovery or extended reporting clause of at least three (3) years. ▪ Completed Operations coverage shall be maintained through the purchase of renewal policies to protect the insured and additional insured for at least two (2) years after the property owner accepts the project or this contract is terminated. The purchase of an extended discovery period or an extended reporting period on a Claims Made policy or the purchase of occurrence-based Contractors Environmental Insurance will not be sufficient to meet the terms of this provision.

<p>Builders Risk</p>	<ul style="list-style-type: none"> ▪ Coverage shall be provided in an amount equal at all times to the full contract value, including change orders, and cost of debris removal for any single occurrence. ▪ Coverage shall be at least as broad as an unmodified ISO Special form, shall be provided on a completed-value basis, and shall be primary to any other insurance coverage available to the named insured parties, with that other insurance being excess, secondary and non-contributing. ▪ The policy must provide coverage for: <ul style="list-style-type: none"> ○ Agreed Value Included ○ Damage arising from error, omission or deficiency in construction methods, design, specifications, workmanship or materials, including collapse Included ○ Debris removal additional limit \$1,000,000 ○ Earthquake and Earthquake Sprinkler Leakage \$5,000,000 ○ Flood \$5,000,000 ○ Freezing Included ○ Mechanical breakdown including hot & cold testing Included ○ Ordinance or law \$1,000,000 ○ Pollutant clean-up and removal \$ 25,000 ○ Preservation of property Included ○ Theft Included • Deductible shall not exceed \$10,000 <ul style="list-style-type: none"> ○ All Risks of Direct Damage, Per Occurrence, except 2% subject to \$50,000 minimum ○ Named Storm, Earthquake and Earthquake Sprinkler Leakage, Per Occurrence \$100,000 ○ Flood, Per Occurrence or excess of NFIP if in Flood Zone A or V \$100,000 	<ul style="list-style-type: none"> ▪ Insureds shall include Owner, General Contractor, all Loss Payees and Mortgagees, and subcontractors of all tiers in the Work as Insureds. ▪ Such insurance shall cover: <ul style="list-style-type: none"> ○ all structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or filling; all temporary structures (e.g., fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings) located at the site; ○ all property including materials and supplies on site for installation; ○ all property including materials and supplies at other locations but intended for use at the site; ○ all property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit; and ○ other Work at the site identified in the Agreement to which this Exhibit is attached. • No protective safeguard warranty shall be permitted. • The termination of coverage provision shall be endorsed to permit occupancy of the covered property being constructed. This insurance shall be maintained in effect, unless otherwise provided for the Agreement Documents, until the earliest of: <ul style="list-style-type: none"> ○ the date on which all persons and organizations who are insureds under the policy agree that it shall be terminated; ○ occupancy, in whole or in part; ○ the date on which release of substantial completion is executed; or ○ the date on which the insurable interests of Contractor in the Covered Property has ceased. • A waiver of subrogation provision shall be provided in favor of all insureds.
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Unmanned Aerial Vehicle Liability Insurance. If Contractor uses unmanned aerial vehicles (UAV – common referred to as drones) at the Site or in support of any aspect of the work, Contractor shall obtain UAV liability insurance in the amount of \$XX per claim/\$XX general aggregate, name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor’s compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

2. **General Insurance Requirements**

A. **Definitions. For purposes of this Agreement:**

- i. “ISO” means Insurance Services Office.
- ii. “Contractor” shall include the Builder and its subcontractors of any tier.
- iii. “Owner Parties” means (a) City of Dripping Springs, Texas (collectively referred to as “Owner”), (b) the Project, (c) any lender whose loan is secured by a lien against the Work, (d) their respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, (e) any directors, officers, employees, or agents of such persons or entities, and (f) others as required by the Contract Documents.

B. **Policies.**

- i. Contractor shall maintain such Excess Liability, Professional and Pollution insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall maintain such General Liability insurance in identical coverage, form and amount, including required endorsements, for at least ten (10) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall provide written representation to Owner stating Work completion date.
- ii. All policies must:
 - a. Be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best’s Key Rating Guide at all times Work is to be performed.
 - b. Provide a waiver of subrogation in favor of Owner Parties on all insurance coverage carried by Contractor, whether required herein or not.
 - c. Contain an endorsement providing for thirty (30) days prior written notice of cancellation to Owner.
 - d. Be provided to the Owner Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Owner.
- iii. Failure of any Owner Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Owner Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor’s obligation to maintain such insurance.
- iv. Contractor shall provide to the Owner a certified copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to the Owner prior to the expiration of the previous policy.
- v. Commencement of Work without provision of the required certificate of insurance, evidence of insurance or required endorsements, or without compliance with any other provision of this Agreement, shall not constitute a waiver by any Owner Party of any rights. The Owner shall have the right, but not the obligation, of prohibiting the Contractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.

C. **Limits, Deductibles and Retentions**

- i. The limits of liability may be provided by a single policy of insurance or by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.

- ii. No deductible or self-insured retention shall exceed \$25,000 without prior written approval of the Owner, except as otherwise specified herein. All deductibles or retentions shall be paid by, assumed by, for the account of, and at the Contractor's sole risk. The Contractor shall not be reimbursed for same.

D. Forms

- i. If the forms of policies, endorsements, certificates or evidence of insurance required by this Exhibit A are superseded or discontinued, Owner will have the right to require other equivalent forms.
- ii. Any policy or endorsement form other than a form specified in this Exhibit A must be approved in advance by Owner.

E. Evidence of Insurance. Insurance must be evidenced as follows:

- i. ACORD Form 25 Certificate of Liability Insurance for liability coverages.
- ii. ACORD Form 28 Evidence of Commercial Property Insurance for property coverages.
- iii. Evidence shall be provided to Owner prior to commencing Work and prior to the expiration of any required coverage.
- iv. ACORD Forms specify:
 - a. Owner as certificate holder at Owner's mailing address;
 - b. Insured's name, which must match that on this Agreement;
 - c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
 - d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
 - e. Additional Insured status in favor of Owner Parties;
 - f. Amount of any deductible or self-insured retention in excess of \$25,000;
 - g. Designated Construction Project(s) General Aggregate Limit;
 - h. Primary and non-contributory status;
 - i. Waivers of subrogation; and
 - j. All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.
- v. Copies of the following shall also be provided:
 - a. General Liability Additional insured endorsement(s);
 - b. General Liability Schedule of Forms and Endorsements page(s); and
 - c. 30 Day Notice of Cancellation endorsement applicable to all required policies.

F. Contractor Insurance Representations to Owner Parties

- i. It is expressly understood and agreed that the insurance coverages required herein (a) represent Owner Parties' minimum requirements and are not to be construed to void or limit the Contractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages the Contractor should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Contractor in support of the Contractor's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Agreement.
- ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. If the Contractor shall fail to remedy such breach within five (5) business days after notice by the Owner, the Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to the Owner Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Contractor by the Owner. In the event of any failure by the Contractor to comply with the provisions of this Agreement, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Contractor, purchase such insurance, at the Contractor's expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the Contractor shall

not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

- iii. This Exhibit A is an independent contract provision and shall survive the termination or expiration of the Contract Agreement.

G. Insurance Requirements of Contractor's Subcontractors

- i. Insurance similar to that required of the Contractor shall be provided by all subcontractors (or provided by the Contractor on behalf of subcontractors) to cover operations performed under any subcontract agreement. The Contractor shall be held responsible for any modification in these insurance requirements as they apply to subcontractors. The Contractor shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Owner upon request.
- ii. The Contractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Contractor's or its subcontractor's property shall be the Contractor's and its subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Contractor shall not be reimbursed for same. Should the Contractor or its subcontractors choose to self-insure this risk, it is expressly agreed that the Contractor hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of the Owner Parties.

H. Use of the Owners Equipment

The Contractor, its agents, employees, subcontractors or suppliers shall use the Owners equipment only with express written permission of the Owners designated representative and in accordance with the Owners terms and condition for such use. **IF THE CONTRACTOR OR ANY OF ITS AGENTS, EMPLOYEES, SUBCONTRACTORS OR SUPPLIERS UTILIZE ANY OF THE OWNERS EQUIPMENT FOR ANY PURPOSE, INCLUDING MACHINERY, TOOLS, SCAFFOLDING, HOISTS, LIFTS OR SIMILAR ITEMS OWNED, LEASED OR UNDER THE CONTROL OF THE OWNER, THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND BE LIABLE TO THE OWNER PARTIES FOR ANY AND ALL LOSS OR DAMAGE WHICH MAY ARISE FROM SUCH USE.**

I. Release and Waiver

The Contractor hereby releases, and shall cause its subcontractors to release, the Owner Parties from any and all claims or causes of action whatsoever which the Contractor or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible or uninsured portion thereof, maintained or required to be maintained by the Contractor or its subcontractors pursuant to this Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OWNER PARTIES.**

ATTACHMENT "B"**CITY OF DRIPPING SPRINGS CONTRACTOR INSURANCE REQUIREMENTS:**

Firm providing goods, materials and services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Dripping Springs as additional named insured as to all applicable coverage.
2. Provide for at least thirty (30) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

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

Certificate of Insurance: Certificates of Insurance evidencing all of the required insurance coverages shall be submitted with the Firm's submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall be provided to the City prior to the date the contract is extended.

Type of Contract and Amount of Insurance:

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability with a minimum of \$500,000 Dollars combined single limit.



Texas Water Development Board
Supplemental Construction Contract
Conditions

For Equivalency Projects under the Clean
Water State Revolving Fund and Drinking
Water State Revolving Fund Programs

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I. INSTRUCTIONS FOR APPLICANTS

1. Applicability

These Supplemental Contract Conditions contain provisions that are worded to comply with certain statutes and regulations, which specifically relate to all Drinking Water State Revolving Fund (DWSRF) Equivalency Program and Clean Water State Revolving Fund (CWSRF) Equivalency Program projects. Provisions that are applicable to the project's funding source or dollar value of the contract are noted within these provisions.

2. Use of Conditions

The conditions and forms listed under **Section II: Instructions to Bidders** are to be included in the instructions to bidders for construction services. The provisions listed under **Section III: Construction Contract Supplemental Conditions** must be included, in their entirety, with the other general and special conditions that are typically included in the construction contract documents by the Consulting Engineer¹.

3. Modifications to Provisions

The Applicant may need to modify parts of these provisions to better fit the other provisions of the construction contract; however, everything herein must be included in the contract documents. The Applicant and the Consulting Engineer should carefully study these provisions before incorporating them into the construction contract documents. In particular, Water Districts and other types of Districts should be aware of statutes relating to their creation and operation, which may affect the application of these conditions. The TWDB Project Engineer/Reviewer should be consulted if the Applicant thinks there is a need to modify parts of these provisions.

The Applicant is to determine and incorporate the affirmative action goals for the project into Section III, Supplemental Contract Condition No. 14. Also, Section III Supplemental Condition No. 17 (Archeological Discoveries and Cultural Resources) and Section III Supplemental Condition No. 18 (Threatened and Endangered Species) may be superseded or modified by project-specific environmental conditions established during the environmental review process.

These documents may confer certain duties and responsibilities on the Consulting Engineer that are beyond, or short of, what the Applicant intends to delegate. The Applicant should ensure that the contractual agreement with the Consulting Engineer provides for the appropriate services.

¹ Throughout this document "Consulting Engineer" is used to mean Design Engineer/Engineer of Record, Prime Engineer, or Owner's Engineer, depending on the contract type between the Applicant and the Engineer and depending on the phase of the project (i.e., planning, design, or construction).

Otherwise, the Applicant should revise the wording in these special conditions to agree with actually delegated functions.

4. Good Business Practices

There are other contract provisions that the Applicant and Consulting Engineer need to include as a matter of good business practice. It is recommended that provisions addressing the following matters be included in the construction contract.

- (a) Specifying the time frame for accomplishing the construction of the project, and the consequences of not completing construction on time, including liquidation damages.
- (b) Specifying the type and dollar value of and the documentation of insurance the Contractor is to carry. At a minimum, the Contractor should carry worker's compensation, liability, and builder's risk insurance that will meet state statutory limits.
- (c) Identifying the responsibility of the Contractor - responsibility and warranty of work.
- (d) Price reduction for defective pricing of negotiated costs.
- (e) Differing site conditions - notice and claims regarding site conditions differing from indicated conditions.
- (f) Specifying maximum time allowed to submit an official Change Order after a field change has been authorized and implemented.
- (g) Covenants against contingent fees – prohibit contingent fees for securing business.
- (h) Gratuities – prohibitions against offering and accepting gratuities.
- (i) Auditing and accessing records.
- (j) Suspension of work – conditions under which the Applicant may suspend work.
- (k) Termination – conditions under which the Applicant may terminate.
- (l) Remedies – how disputes will be remedied.

5. Other Requirements

If applicable, Trench Safety requirements shall adhere to the [Health and Safety Code Chapter 756, Subchapter C](#), which includes reference to the Occupational Safety and Health Administration (OSHA) standards for trench safety in effect during the period of construction of the project and Owner's Geotechnical

information to assist Contractor in design of Trench Safety System

There may be other local government requirements and applicable Federal and State statutes and regulations which are not included or addressed by these conditions. It is the Applicant's responsibility to ensure that the project and all contract provisions are consistent with all relevant statutes and regulations.

6. Advertisements for Bids

State procurement statutes **require advertising a contract for bid at least once a week for at least two (2) consecutive weeks**². By not following this requirement, the project may need to be re-advertised (i.e., rebid). The official advertisement for bids that is published in the newspaper must include certain information such as, but not limited to, the following:

- (a) A clear description of what is being procured.
- (b) How to obtain plans and specifications, necessary forms and information.
- (c) The date and time by which bids are to be submitted (deadline).
- (d) The address where bids are to be provided.
- (e) A statement that the contract is contingent upon release of funds from the TWDB.
- (f) A statement that any contract(s) awarded under this Invitation for Bid (IFB), Request for Proposals (RFP), or Request for Qualifications (RFQ) is/are expected to be funded in part by financial assistance from the TWDB. Neither the U.S. Environmental Protection Agency (EPA) or the State of Texas, nor any of its departments, agencies, or employees, are or will be a party to this IFB, RFP, RFQ, or any resulting contract.
- (g) As directed by TWDB, **one** of the following must be included:
 - a. Beginning with SRF Equivalency projects approved under the 2023 Intended Use Plan (IUP) or later - Any contract(s) awarded under this Invitation for Bids is/are subject to the Build America, Buy America (BABA) Act requirements of Section 70901 of P.L. 117-58 of the Bipartisan Infrastructure Law, 2021; **or**
 - b. For SRF Equivalency projects approved under the 2022 IUP or earlier – Any contract(s) awarded under this Invitation for Bids is/are subject to the American Iron and Steel (AIS) requirements of federal law, including federal appropriation acts and/or Section 608 of the Federal Water Pollution Control Act.
- (h) *This contract is subject to the Environmental Protection Agency's (EPA) Disadvantaged Business Enterprise (DBE) Program, which includes EPA-

² From LGC 252.041, Municipalities are required to advertise in a newspaper at least once a week for two consecutive weeks.

approved fair share goals toward procurement of Minority and Women-owned Business Enterprise (M/WBE) businesses. **EPA rules require that applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts, and procurements to M/WBEs** through demonstration of the six affirmative steps. For more details of the DBE Program and the current, applicable fair share goals, please visit www.twdb.texas.gov/dbe.

- (i) *Equal Opportunity in Employment - All qualified Applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability, or genetic information. Bidders on this work will be required to comply with the Department of Labor regulations at 41 CFR Part 60-4, relating to Construction Contractors--Affirmative Action Requirements, which include the President's Executive Order No. 11246, as amended by Executive Order No. 11375 and Executive Order No. 13672, in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.
- (j) Acknowledgement of any special requirements such as mandatory pre-bid conference.
- (k) Right to reject any and all bids.
- (l) A statement that Davis-Bacon prevailing wage requirements apply to the construction, alteration, or repair of treatment works carried out, in whole or in part, with assistance made available by the Clean or Drinking Water State Revolving Fund Programs (CWSRF or DWSRF).
- (m) For additional information on Davis-Bacon Wage Rate Requirements and its applicability to this contract, please consult TWDB Guidance No. DB-0156.

****Note: Items (h) and (i), above, referencing DBE and Equal Opportunity in Employment must be stated as written above in the Advertisement for Bid.***

7. Bid Proposal

The Bid proposal form should account for the following:

- (a) If a lump sum bid, include a list of the materials used and associated costs.
- (b) Distinguish TWDB-funding Eligible and Ineligible items.
- (c) Accommodate Trench Safety requirements with separate per unit pay item for trench excavation safety protection in accordance with [Health and Safety Code Chapter 756, Subchapter C](#) and as briefly noted below:
 - 1. Separate pay item for special shoring requirements; and

2. Separate pay item for trench excavation safety protection.
- (d) Include space for the Contractor to acknowledge receipt of each Addendum issued during the bidding process.

8. Bidding Process

The Plans and Specifications should include an explanation of how the bids will be processed and should include the following components:

- (a) Whether a Pre-bid Conference will be held, whether it is optional or mandatory, and where and when it will be held. If possible, it is recommended to hold the pre-bid via Zoom, Microsoft Teams, or other online platform, as well as in person. The TWDB Project Engineer/Reviewer is to be invited to the Pre-Bid Conference.
- (b) Specify the criteria and process for determining responsiveness and responsibility of the bidder.
- (c) Specify the method of determining the successful bidder and award (e.g., award to the lowest responsive, responsible bidder, accounting for any multiple parts to bids).
- (d) Allow for withdrawal of a bid due to a material mistake.
- (e) Identify the time frame that the bids may be held by the Applicant before awarding a contract (i.e., typically for 60 or 90 days).
- (f) Acknowledge the right of the Applicant to reject any and all bids.

9. Debarment and Suspension Certification

Financial assistance recipients must fully comply with the requirements of Subpart C of 2 CFR Part 180 – *“Responsibilities of Participants Regarding Transactions Doing Business with Other Persons”* - as implemented and supplemented by 2 CFR Part 1532. The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 – *“Covered Transactions”* – includes a term or condition requiring compliance with Subpart C.

The recipient is fully responsible for requiring the inclusion of a similar term or condition in any subsequent lower-tier covered transactions.

Recipient acknowledges that failing to disclose the information required under 2 CFR 180.355 may result in the delay or negation of the financial assistance, or pursuance of legal remedies including debarment and suspension.

The recipient must complete and submit the **Debarment/Suspension Certification (SRF-404)**, certifying that it has checked the federal System for Award Management website (<https://sam.gov/content/home>) and determined that the Contractor is not an “excluded party” that is debarred, suspended, or

otherwise excluded from participation in federal assistance programs under Executive Order 12549, as required by 2 CFR Part 180 and 2 CFR Part 1532.

10. Release of Funds

Prior to the TWDB's authorization for the Applicant to issue a notice to proceed (NTP), and subsequent release of funds for construction (according to program specific requirements), the Applicant and its consultant must provide the following bid documents for TWDB review:

(a) Submittal of Bid Documents to TWDB Project Engineer/Reviewer to allow contingent award of contract:

- Advertisement and Affidavit of Advertisement (for municipalities, the project must be bid at least once a week for two (2) consecutive weeks in a newspaper),
- Bid tabulation,
- All Addenda submitted and approved for the contract,
- Bid proposal of apparent low bidder (or chosen bidder with explanation), including the Contractor's bid guarantee or bid bond,
- Applicant's Disadvantaged Business Enterprise forms TWDB-0216 and TWDB-0373,
- Contractor's Disadvantaged Business Enterprise forms TWDB-0216, -0217, and -0373,
- Applicant's Debarment/Suspension Certification for the Contractor,
- Site Certificate (ED-101),
- Consulting Engineer's recommendation to award letter,
- A description of any bidding irregularities,
- Construction inspection proposal, and
- Bidder's Certifications Form (WRD-255).

Then the TWDB can issue authorization for the Applicant to issue the contingent Notice of Award for the construction contract.

(b) Once the Applicant has issued their contingent Notice of Award of the construction contract, they must submit a bound copy (single file PDF document) of the **executed contract documents (including specifications)** and a bound copy (single file PDF document) of the **Approved Plan Set**. A complete set of bound executed contract documents should include:

- Front-End Documents, Addenda, Executed Agreement, and Technical Specifications as approved by the TWDB and TCEQ (as applicable),
- Contractor's Act of Assurance (TWDB Form ED-103),

- Contractor's Act of Assurance Resolution (TWDB Form ED-104),
- Payment and Performance Bonds (must be executed on or after the date of the contract),
- Contractor's Wage Rate Determination(s),
- Contractor's Certificate of Insurance, and
- **If applicable**, the Applicant's **Sufficiency of Funds letter**.

After reviewing and approving the executed contract documents, the TWDB will issue an authorization for the Applicant to issue a Notice to Proceed (NTP). At this time, TWDB staff can begin releasing construction funds **in accordance with program requirements**.

Once construction begins, the Applicant must submit **monthly** Outlay Requests. Outlay Requests that include requests for construction contract funds, must include the following documents:

- DB-0154 – Monthly Davis Bacon Wage Rate Certificate of Compliance; and either
- TWDB-1110-A Monthly Build America, Buy America (BABA) (as applicable) **or**
- TWDB-1106-A – Monthly American Iron and Steel Certificate (as applicable)

In addition, the first Outlay Request for construction contract funds must include **one** of the following:

- State Revolving Fund Project Public Awareness Certification ([TWDB-1109-A](#)); **or**
- BIL/IIJA State Revolving Fund Project Sign Certification ([TWDB-1109-B](#))

Failure to provide these certificates will result in denial of release of funds.

For any questions or proposed modifications to these conditions, please contact your TWDB Project Engineer/Reviewer.

II. INSTRUCTIONS TO BIDDERS

The language and conditions listed in this Section must be included in the “Instructions to Bidders” section of the construction contract documents.

1. Contingent Award of Contract

This contract is contingent upon release of funds from the Texas Water Development Board (TWDB). Any contract(s) awarded under this Invitation for Bids is/are expected to be funded in part by a loan or loan with principal forgiveness from the TWDB and a grant from the United States Environmental Protection Agency (EPA). Neither the State of Texas, the EPA, nor any of its departments, agencies, or employees, are or will be a party to this Invitation for Bids or any resulting contract.

2. Disadvantaged Business Enterprise Goals

The Texas Water Development Board’s (TWDB) Clean Water and Drinking Water State Revolving Fund programs receive federal funding from the U. S. EPA. As a condition of federal grant awards, U.S. EPA regulations require that funding recipients (municipalities, towns, public water authorities, nonprofit water supply corporations, etc.) and sub-recipients (prime consultants, prime contractors, and subcontractors) make a **"good faith effort"** to award a fair share of work to Disadvantaged Business Enterprises (DBE) who are Minority Business Enterprises (MBE's), and Women-owned Business Enterprises (WBE's) whenever procuring Construction and Non-Construction (supplies, services and equipment). More information on DBE requirements is available in Section III, Supplemental Contract Conditions section of this guidance **No. 16. Disadvantaged Business Enterprises.**

The most current fair share goals for the State of Texas are located on the TWDB website at www.twdb.texas.gov/financial/programs/DBE/index.asp and as follows:

Category	MBE	WBE
Construction	24.50%	11.34%
Non-Construction	24.05%	19.35%
Total Combined Construction and Non-Construction	24.16%	17.38%

3. Davis-Bacon Wage Rate Requirements

Davis-Bacon prevailing wage requirements apply to the construction, alteration or repair of treatment works carried out, in whole or in part, with assistance made available by the Clean Water State Revolving Fund (CWSRF) or a construction project financed, in whole or in part, from the Drinking Water State Revolving Fund (DWSRF).

The Davis-Bacon prevailing wage requirements apply to Contractors and

Subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration or repair (including painting) of a treatment works project under the CWSRF or a construction project under the DWSRF.

For prime contracts in excess of \$100,000, Contractors and Subcontractors must also, under the provisions of the Contract Wage Hours and Safety Standards Act (CWHSSA), as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The Fair Labor Standards Act may also apply to Davis-Bacon covered contracts.

Any contracts in excess of \$2,000 must include the provisions of the Davis-Bacon Wage Rate Requirements. See Section III, Paragraph 11, Option 1 (governmental entities) and Option 2 (non-governmental entities) for contract clauses required for Davis-Bacon requirements. This information is also included in TWDB Guidance DB-0156, as follows (Applicant = Owner (sub-recipient)):

- If the Owner (sub-recipient) is a governmental entity such as a city or district, it must insert in full the contract clauses found in TWDB Guidance [DB-0156](#), Appendix 1: Section 3, Section 4 (if the contract exceeds \$100,000), and Section 5.
- If the Owner (sub-recipient) is a non-governmental entity such as a water supply corporation or a private company, it must insert in full the contract clauses found in TWDB Guidance [DB-0156](#), Appendix 2: Section 3, Section 4 (if the contract exceeds \$100,000), and Section 5.

The Owner (sub-recipient) must ensure all prime contracts require the same full text in any subcontracts. See TWDB Guidance [DB-0156](#) for the text of the contract language that must be included.

Additional information on Davis-Bacon Wage Rate Requirements and its applicability to this contract can be found in TWDB Guidance [DB-0156](#).

4. American Iron and Steel

Any contract(s) awarded under this Invitation for Bids (under the 2022 IUP or earlier) is/are subject to the American Iron and Steel (AIS) requirements of 33 U.S.C §1388 for Clean Water State Revolving Fund projects or Public Law 114-113, Consolidated Appropriations Act, 2016, or subsequent appropriations acts, for Drinking Water State Revolving Fund projects. The Contractor must complete the statement of understanding regarding this requirement, found in Supplemental Contract Conditions, Item No. 9. The statement of understanding must be signed by the Contractor.

5. Build America, Buy America (BABA) Act

Any contract(s) awarded under this Invitation for Bids (under the 2023 IUP or

later) is subject to the Build America, Buy America (BABA) Act requirements of Section 70901 of P.L. 117-58 of the Bipartisan Infrastructure Law, 2021. The Contractor must complete the statement of understanding regarding this requirement, found in Supplemental Contract Conditions, Item No. 10. The statement of understanding must be signed by the Contractor.

6. Equal Employment Opportunity and Affirmative Action

All qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability, or genetic information. Bidders on this work will be required to comply with the Department of Labor regulations at 41 CFR Part 60-4, relating to Construction Contractors--Affirmative Action Requirements, which include the President's Executive Order No. 11246, as amended by Executive Order No. 11375 and Executive Order No. 13672, in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.

7. Debarment and Suspension Certification

This contract is subject to the federal requirements of Subpart C of 2 CFR Part 180 and Part 1532 regarding Debarment and Suspension. The Contractor will comply with the assurances provided with the bid that leads to a contract.

8. Bid Guarantee

Each bidder must furnish a bid guarantee equivalent to five percent (5%) of the bid price (Water Code 17.183). If a bid bond is provided, the Contractor must utilize a surety company that is authorized to do business in Texas in accordance with Surety Bonds and Related Instruments, Chapter 3503 of the Insurance Code.

9. Summary of Forms to be submitted with the Bid Documents:

- WRD-255, Bidder's Certifications regarding Equal Employment Opportunity and Non-Segregated Facilities.
- SRF-404, Certification Regarding Debarment, Suspension and Other Responsibility Matters, (to be completed and submitted by the sub-recipient).
- Disadvantaged Business Enterprise (DBE) Construction Contract Phase Forms

Form	Prime Contractor	Submit Form To
TWDB-0216	Required	TWDB
TWDB-0217	Required	TWDB
TWDB-0373	Required	TWDB

III.SUPPLEMENTAL CONTRACT CONDITIONS

1. Supersession

The Owner and the Contractor agree that the TWDB Supplemental Conditions apply to that work eligible for TWDB assistance to be performed under this construction contract and these clauses supersede any conflicting provisions of this contract.

2. Privity of Contract

Funding for this project is expected to be provided in part by the TWDB. Neither the State of Texas, nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to applicable provisions 31 TAC Chapter 371 (DWSRF) or 375 (CWSRF) in effect on the date of the assistance award for this project.

3. Definitions

- (a) The terms "Owner" or "Applicant" means the local entity contracting for the construction services.
- (b) The term "TWDB" means the Executive Administrator of the Texas Water Development Board, or other person who may be at the time acting in the capacity or authorized to perform the functions of such Executive Administrator, or the authorized representative thereof.
- (c) The term "Consulting Engineer" means the engineer the Owner has authorized to work on the project.

4. Laws to be Observed

In the execution of the Contract, the Contractor must comply with all applicable Local, State and Federal laws, including but not limited to laws concerned with labor, safety, minimum wages, and the environment. The Contractor shall make himself familiar with and at all times must observe and comply with all Federal, State, and Local laws, ordinances and regulations which in any manner affect the conduct of the work, and must indemnify and save harmless the Owner, Texas Water Development Board, and their representatives against any claim arising from violation of any such law, ordinance or regulation by the Contractor, their Subcontractor or their employees.

5. Review by Owner and TWDB

- (a) The Owner, authorized representatives and agents of the Owner, EPA, and TWDB must, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by

- the Owner through authorized representatives or agents.
- (b) Any such inspection or review by the TWDB must not subject the State of Texas, or its representatives, to any action for damages.

6. Performance and Payment Bonds

Each Contractor awarded a construction contract must furnish performance and payment bonds that include the following explicit conditions in the body of the bond:

- (a) The performance bond must include without limitation guarantees that work done under the contract will be completed and performed according to approved plans and specifications and in accordance with sound construction principles and practices;
- (b) The performance and payment bonds must be in a penal sum of not less than 100 percent of the contract price and remain in effect for one year beyond the date of approval by the Consulting Engineer of the political subdivision; and
- (c) The Contractor must utilize a surety company which is authorized to do business in Texas in accordance with Surety Bonds and Related Instruments, Chapter 3503 of the Insurance Code.

7. Payment Schedule and Cost Breakdown

- (a) The Contractor must submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work.
- (b) The following paragraph applies only to contracts awarded on a lump sum contract price:

COST BREAKDOWN - The Contractor must submit to the Owner a detailed breakdown of the estimated cost of all work to be accomplished under the contract, arranged and itemized as to meet the approval of the Owner or funding agencies. This breakdown must be submitted promptly after execution of the agreement and before any payment is made to the Contractor for the work performed under the contract. After approval by the Owner, the unit prices established in the breakdown must be used in estimating the amount of the partial payments to be made to the Contractor.

8. Workman's Compensation Insurance Coverage (as applicable, consistent with Texas Labor Code § 406.096)

- (a) The Contractor must certify in writing that the Contractor provides workers' compensation insurance coverage for each employee of the Contractor employed on the public project.
- (b) Each Subcontractor on the public project must provide such a certificate relating to coverage of the Subcontractor's employees to the general

- Contractor, who shall provide the Subcontractor's certificate to the governmental entity.
- (c) A Contractor who has a contract that requires workers' compensation insurance coverage may provide the coverage through a group plan or other method satisfactory to the governing body of the governmental entity.
- (d) The employment of a maintenance employee by an employer who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.
- (e) In this section:
- i. "Building or construction" includes:
 - erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
 - remodeling, extending, repairing, or demolishing a structure; or
 - otherwise improving real property or an appurtenance to real property through similar activities.
 - ii. "Governmental entity" means this state or a political subdivision of this state. The term includes a municipality.

9. American Iron & Steel

If BABA does not apply, then the following AIS statement must be completed by the Contractor and made a part of the agreement between the Owner and the Contractor. The statement must be on a dedicated page within the contract that includes the Contractor signature and date; or the Contractor can choose to sign this page of the TWDB-0550.

The Contractor acknowledges to and for the benefit of the Owner ("Purchaser") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or the Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel" that require all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information,

certification, or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to enforce this Agreement and recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation attorney's fees incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the TWDB or any damages owed to the Owner).

Additional information on the American Iron and Steel (AIS) and its applicability to this contract can be found in the TWDB-1106 guidance.

The Owner must receive and maintain files documenting the Contractor's use of AIS. Monthly compliance with AIS must be verified by the Owner through the submittal of the TWDB form TWDB-1106-A.

10. Build America, Buy America (BABA) Act

The following statement must be completed by the Contractor and made a part of the agreement between the Owner and the Contractor; the statement must be on a dedicated page within the contract that includes the Contractor signature:

*The Contractor acknowledges to and for the benefit of the Owner ("Purchaser") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund that have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("**Build America, Buy America Requirements**") including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph*

by the Contractor shall permit the Owner to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the TWDB or any damages owed to the Owner).

Additional information on the Build America, Buy America (BABA) Act and its applicability to this contract can be found in the TWDB-0559 guidance.

The Owner must receive and maintain files documenting the Contractor's use of BABA. Monthly compliance with BABA must be verified by the Owner through the submittal of the TWDB form TWDB-1110-B.

11. Davis-Bacon Wage Rate Requirements

(a) Compliance Procedures

To be held in compliance and satisfy this federal requirement, the following must be fulfilled:

- i. **Wage Determinations** - U.S. Department of Labor (DOL) wage determination must be included in the bidding and contract documents. DOL wage determinations may be obtained online at <https://sam.gov/content/wage-determinations>. Once it is determined that Davis-Bacon wage rates will apply to a construction contract, the Owner must state in the solicitation that Davis-Bacon prevailing wage rates are applicable and bid packages must include the current Davis-Bacon general wage determination for the area where construction will occur (generally this is the project county). While the solicitation remains open, the Owner must monitor <https://sam.gov/content/wage-determinations> on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The Owner must amend the solicitation if the DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Owner may request a finding from the TWDB that there is not a reasonable amount of time to notify interested Contractors of the modification of the wage determination.

If a contract is not awarded within 90 days after bid opening, any revised general wage determination issued prior to award of the contractor is effective for that contract; unless the TWDB, at the request of the Owner, requests and obtains an extension of the 90-day period from DOL ([29 CFR 1.6\(c\)\(2\)\(ii\)\(D\)](#)).

Wage determinations must be updated after contract award when (1) the contract has a change order that adds substantial construction, alternation,

or repair work not within the original scope and the contract time is extended, or (2) the contract is a “work order” type contract (a general commitment to construction as the need arises, but exact construction is not necessarily specified). For “work order” type contracts, the most recent revision(s) of any applicable wage determination(s) on each anniversary date of the contract’s award (or each anniversary date of the beginning of construction when there is no award). ([29 CFR 1.6\(c\)\(2\)\(iii\)](#))

- ii. **Insert wage rate requirements in full for all contracts and subcontracts in excess of \$2,000** - If the Owner is a governmental entity such as a city or district, it must insert in full the contract clauses shown herein as Option 1: Section 3, Section 4 (if the contract exceeds \$100,000), and Section 5. If the Owner is a non-governmental entity such as a water supply corporation or a private company, it must insert in full the contract clauses shown herein as Option 2: Section 3, Section 4 (if the contract exceeds \$100,000), and Section 5.

The Owner must ensure all prime contracts require the same full text in any subcontracts. Davis Bacon applies regardless of whether the terms and conditions are included or not in all contracts and subcontracts. **Include the following text in all contracts:** “By accepting this award, the EPA Subrecipient acknowledges and agrees to the terms and conditions provided in the [DBRA requirements for contractors](#).”

- iii. **Monthly Certification** – The Owner must complete and submit monthly a Davis Bacon Wage Rate Certificate of Compliance once construction has begun. (Use [Monthly Davis Bacon Wage Rate Certificate of Compliance Submittal by Owner \(Subrecipient\) DB-0154](#)).
- iv. **Contractor Payroll Requirements** - The Contractor is required to pay the prevailing wage rates on a weekly basis to laborers and mechanics in accordance with the requirements of [29 CFR 5.5](#), which are incorporated into the actual construction contract. Contractors/Subcontractors must furnish weekly a statement with respect to the wages paid to each employee during the preceding week. The signature by the contractor, subcontractor, or authorized officer/employee must be an original handwritten signature or a legally valid electronic signature (e.g., DocuSign). They may use the Department of Labor (DOL) Payroll Form WH-347 and weekly Statement of Compliance on the reverse, or their own payroll form with all of the same data elements as the DOL Payroll Form WH-347, and the TWDB’s form, [Statement of Compliance Certification by Contractor for SRF, DB-0155](#). The DOL Payroll Form WH-347 can be found under the forms section of this document or at the following link: www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification. (See [DOL Payroll Form WH-347](#))

- v. **Interviews** - The Owner must periodically interview a sufficient number of employees entitled to the Davis-Bacon prevailing wages to verify that Contractors or Subcontractors are paying the appropriate wage rates. All interviews must be conducted in confidence. The Owner must use Standard Form 1445 (SF 1445) found at the following link: https://www.gsa.gov/system/files/SF_1445.pdf or equivalent documentation to memorialize the interviews. The Owner must establish and follow an interview schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by Contractors or Subcontractors and the duration of the contract or subcontract. The Owner must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the Contractor or Subcontractor is not complying with Davis-Bacon. The Owner must immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. (See Section 5 of Option 1 [governmental entities] and Option 2 [non-governmental entities]).
- vi. **Payroll Records** - Certified payroll must be delivered by the Contractor or Subcontractor within seven (7) days after the regular payment date of the payroll period. Certified payroll records are required to be retained by the Owner and Contractor for three (3) years after completion of the construction project. The Owner must periodically conduct spot checks of a representative sample of weekly payroll data to verify that Contractors or Subcontractors are paying the appropriate wage rates. (See Section 5 of Options 1 and 2).
- The payroll records must include the following: the name, Social Security number, last known address, telephone number, and email address of each laborer and mechanic; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- vii. **Wage Rate Poster** – The Contractor must post the required Poster (WH-1321) and applicable wage rates at the construction site in a prominent and accessible place where it can be easily seen by the workers. The wage rate poster may be found at www.dol.gov/whd/programs/dbra/wh1321.htm. (See [Davis-Bacon Wage Rate Poster, WH-1321](#))
- viii. **Report Violations** – The Owner must immediately report violations of the Davis-Bacon prevailing wage requirements to the EPA Davis-Bacon Coordinator listed in the assistance agreement and to the appropriate DOL WHD Office listed at <http://www.dol.gov/whd/america2.htm>.

(b) Subcontracts

The Contractor will insert in full the required wage rate requirement in any subcontract in excess of \$2,000 as specified in (a)(ii) of this section. Davis Bacon applies regardless of whether the terms and conditions are included or not in all contracts and subcontracts. **Include the following text in all contracts:** “By accepting this award, the EPA Subrecipient acknowledges and agrees to the terms and conditions provided in the [DBRA requirements for contractors](#).”

(c) Davis-Bacon General Wage Determinations

A "wage determination" is the listing of wage and fringe benefit for each classification of laborers and mechanics which the Administrator of the Wage and Hour Division of the U.S. DOL has determined to be prevailing in a given area for a construction. In general, the project area is the county where the project will take place. For the type of construction, the Davis-Bacon Wage Determinations are classified by the nature of the construction projects performed, specifically listed as "schedules": residential, building, highway, and heavy construction. A brief outline of the definitions for each schedule is listed below.

Construction Type: Residential determination

This determination includes the construction, alteration or repair of single-family houses, apartment buildings of no more than four stories in height. This includes all incidental items such as site work, parking areas, utilities, streets, and sidewalks.

Construction Type: Building determination

This determination includes construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies; all construction of such structures; the installation of utilities and of equipment, both above and below grade levels; as well as incidental grading, utilities and paving. Such structures need not be "habitable" to be building construction. Also, the installation of heavy machinery and/or equipment does not generally change the project's character as a building.

Construction Type: Highway determination

This determination includes construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction.

Construction Type: Heavy determination

This determination includes those projects that are not properly classified as either "building," "highway," or "residential." Unlike these classifications, heavy construction is not a homogenous classification. Because of this catch-all nature, projects within the heavy classification

may sometimes be distinguished on the basis of their particular project characteristics, and separate schedules may be issued for dredging projects, water and sewer line projects, dams, major bridges, and flood control projects.

The Owner should review their Contractor's wage decisions and confirm they provide an adequate classification of the labor required for the specific construction contract. Most CWSRF and DWSRF projects will fall under the "Heavy" construction type, but Owners should ask their Consulting Engineers if unsure.

Some contracts or projects may require more than one general schedule to be included depending on the nature and extent of the work (i.e. a building is constructed in a water treatment facility). This is described in more detail in DOL's All Agency Memorandum 130 with Addendum 131. See the DOL's website <http://www.dol.gov/whd/programs/dbra/memorand.htm>. In such cases, the contracting agency must incorporate the applicable wage determination for each type of construction involved that is anticipated to be substantial. The contracting agency is responsible for designating the specific work for which each incorporated wage determination applies (([29 CFR 1.6\(b\)\(1\)](#)). The contracting agency should designate the work or part thereof applies per Federal Acquisition Regulations (FAR) 22.404-2 thru 404-3 (www.acquisition.gov/far/22.404-2). Should overlaps occur in the wage classification schedules for the contract(s), the Owner may consider adopting the higher rate classification.

In all cases, the Owner is responsible to ensure an adequate classification is provided for compliance with the law. Where Contractors alert the Owner that the classification is inadequate, the Owner should work with the Contractor and the DOL to address any valid concerns.

All questions regarding Davis-Bacon guidance can be directed to: U.S. Department of Labor Wage and Hour Division 1-866-4USWAGE (1-866-487-9243), TTY: 1-877-889-5627, Monday-Friday 8 a.m. to 8 p.m. Eastern Time.

If you require further information about Davis-Bacon and how to apply it to your project, please contact the Texas Water Development Board [Regional Water Project Development \(RWPD\) Team Manager for your region](#).

The Owner and Contractor may obtain additional information on the Davis-Bacon Wage Rates requirements in the TWDB's Guidance [DB-0156 – "Guidance on Davis-Bacon Wage Rate Requirements"](#).

Option 1 – Applies to Governmental Entities (such as Cities and Districts)

1. Applicability of the Davis-Bacon and Related Acts Prevailing Wage Requirements.

Davis-Bacon and Related Acts (DBRA) prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the Clean Water State Revolving Fund and to any construction project carried out in whole or in part by assistance made available by the Drinking Water State Revolving Fund. If an Owner encounters a unique situation at a site that presents uncertainties regarding DBRA applicability, the Owner must discuss the situation with the TWDB before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Owners shall obtain the wage determination for the locality in which a covered activity subject to DBRA will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DBRA. These wage determinations must be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that Subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the Owner shall monitor <https://sam.gov/content/wage-determinations> weekly to ensure that the wage determination contained in the solicitation remains current. The recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the TWDB that there is not a reasonable time to notify interested contractors of the modification of the wage determination. In the request, the subrecipient shall include documentation of the bid date and time and the DOL wage modification date. The TWDB will review the documentation and provide a report of its findings to the subrecipient. The subrecipient shall keep the report in the project contract file.
- (ii) If the Owner does not award the contract within 90 days of the bid opening, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the TWDB, at the request of the Owner, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Owner shall monitor <https://sam.gov/content/wage-determinations> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the Owner carries out activity subject to DBRA by issuing a task order, work assignment or similar instrument to an existing Contractor (ordering instrument) rather than by publishing a solicitation, the Owner must insert the appropriate DOL wage determination from <https://sam.gov/content/wage-determinations> into the ordering instrument. For “work order” type contracts, the most recent revision(s) of any applicable wage determination(s) on each anniversary date of the contract’s award (or

each anniversary date of the beginning of construction when there is no award). ([29 CFR 1.6\(c\)\(2\)\(iii\)](#))

(c) Owners must review all subcontracts subject to DBRA entered into by Prime Contractors to verify that the prime Contractor has required its Subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to an Owner's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the Owner has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the Owner must either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The Owner's Contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

The subrecipient must insert in full in any contract to which Davis-Bacon and Related Acts apply, the following clauses. Reference to www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts and [29 CFR 5.5](#).

The Contractor acknowledges that by entering into this contract with a contracting agency, funded by an EPA Assistance agreement (grant), the Contractor agrees to comply with the following terms and conditions in accordance with 29 CFR 5.5, if this contract is for activities covered under Davis-Bacon and Related Acts (DBRA) and exceeds (or will exceed) \$2,000. Definitions for many of the terms used below are provided in 29 CFR 5.2.

(1) Minimum wages.

(i) Wage rates and fringe benefits

All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [29 CFR 5.5\(a\)\(1\)\(v\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in [29 CFR 5.5\(a\)\(4\)](#).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under [29 CFR 5.5\(a\)\(1\)\(iii\)](#) of this section) and the [Davis-Bacon poster \(WH-1321\)](#) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Frequently recurring classifications

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR Part 1, a wage determination may contain, pursuant to [29 CFR 1.3\(f\)](#), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to [29 CFR 5.5\(a\)\(1\)\(iii\)](#), provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with [29 CFR 5.5\(a\)\(1\)\(iii\)\(A\)\(3\)](#) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) Conformance

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. Conformance of an additional classification and wage rate

and fringe benefits is appropriate only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to the TWDB. The TWDB will transmit the request to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the TWDB or will notify the TWDB within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the TWDB will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the [Wage and Hour Division under paragraphs \(a\)\(1\)\(iii\)\(C\) and \(D\)](#) of this section. The contractor must furnish a written copy of such determination to each affected worker, or it must be posted as part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an

hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in [29 CFR 5.28](#), that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) Interest

In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding.

(i) Withholding requirements

The EPA, grant recipient, subrecipient at any tier, and/or contracting agency upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in [29 CFR 5.2](#)).

The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure

to submit the required records as discussed in [29 CFR 5.5\(a\)\(3\)\(iv\)](#) of this section, the **EPA, grant recipient, subrecipient at any tier, and/or contracting agency** may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with [29 CFR 5.5\(a\)\(2\)\(i\)](#) or [29 CFR 5.5\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its reprocurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(3) Records and certified payrolls

(i) Basic record requirements

(A) Length of record retention

All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least three (3) years after all the work on the prime contract is completed.

(B) Information required

Such records must contain the name; Social Security number; last known address, telephone number, and email of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) Additional records relating to fringe benefits

Whenever the Secretary of Labor has found under [29 CFR 5.5\(a\)\(1\)\(v\)](#) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) Additional records relating to apprenticeship.

Contractors with apprentices working under approved programs must maintain written evidence of the apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) Certified payroll requirements

(A) Frequency and method of submission

The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts- covered work is performed, certified payrolls to the **contracting agency** if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the **contracting agency**. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least three (3) years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) Information required

The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under [29 CFR 5.5\(a\)\(3\)\(i\)\(B\)](#), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on the weekly transmittals. Instead the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at

<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) Statement of Compliance

Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

- (1) That the certified payroll for the payroll period contains the information required to be provided under [29 CFR 5.5\(a\)\(3\)\(iii\)](#), and such information and records are correct and complete;
- (2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) Use of Optional Form WH-347

The weekly submission of a properly executed certification set forth on the reverse side of [Optional Form WH-347](#) shall satisfy the requirement for submission of the "Statement of Compliance" required by [29 CFR 5.5\(a\)\(3\)\(ii\)\(C\)](#).

(E) Signature

The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) Falsification

The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(G) Length of certified payroll retention

The contractor or subcontractor must preserve all certified payrolls during the course of the work for a period of three (3) years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents

The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of three (3) years after all the work on the prime contract is completed.

(iv) Required disclosures and access

(A) Required record disclosure and access to workers

The contractor or subcontractor must make the records required under paragraph (a)(3)(i) through (iii) of this section, and any other documents that the **EPA, recipient, or subrecipient at any tier, and/or contracting agency**, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable [29 CFR 5.1](#), available for inspection, copying, or transcription by authorized representatives of the **TWDB, EPA, recipient, or subrecipient at any tier, and/or contracting agency**, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) Sanctions for non-compliance with records and worker access requirements

If the contractor or subcontractor fails to submit the required records or to make them available, or refuse to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [29 CFR 5.12](#). In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) Required information disclosures

Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the Environmental Protection Agency if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the EPA, recipient, or subrecipient at any tier, contracting agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) Apprentices and Equal Employment Opportunity

(i) Apprentices

(A) Rate of pay

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) Fringe benefits

Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) Apprenticeship ratio

The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to [29 CFR 5.5\(a\)\(4\)\(i\)\(D\)](#). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed

as stated in [29 CFR 5.5\(a\)\(4\)\(i\)\(A\)](#), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) Reciprocity of ratios and wage rates

Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) Equal employment opportunity

The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

(5) Is reserved.

(6) Subcontracts

The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section or a link to the **DBRA Requirements for Contractors and Subcontractors Under EPA Grants** document on EPA's [Contract Provisions for Davis-Bacon and Related Acts](#) webpage, along with the applicable wage determination(s) and such other clauses or contract modifications as the Environmental Protection Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The Prime Contractor is responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the Prime Contractor and any Subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier Subcontractors, and may be subject to debarment, as appropriate.

(7) – (9) are reserved.

(10) Certificate of Eligibility

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).
- (iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

(11) Anti-Retaliation

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

4. Contract Provision for Contracts in Excess of \$100,000.

For contracts over \$100,000, additional Terms and Conditions apply. The DBRA Requirements for Contracts in Excess of \$100,000 Under EPA Grants document is available on EPA's [Contract Provisions for Davis-Bacon and Related Acts](#) webpage provides the additional requirements provided under [29 CFR 5.5](#). This information is included as follows:

(b) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (b)(1) through (5) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by [29 CFR 5.5\(a\)](#), above or [29 CFR 4.6](#). As used in this paragraph, the terms "laborers and mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which they are employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in [29 CFR 5.5\(b\)\(1\)](#) the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in [29 CFR 5.5\(b\)\(1\)](#), in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in [29 CFR 5.5\(b\)\(1\)](#).

(3) Withholding for unpaid wages and liquidated damages.

(i) Withholding process. The subrecipient may, upon its own action, or must upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this [29 CFR 5.5\(b\)](#) on this contract, any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, that is held by the same prime contractor (as defined in [29 CFR 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with [29 CFR 5.5\(a\)\(2\)\(i\)](#) or [29 CFR 5.5\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in [29 CFR 5.5\(b\)\(1\)](#) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in [29 CFR 5.5\(b\)\(1\)](#) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) CWHSSA required records clause. In addition to the clauses contained in [29 CFR 5.5\(b\)](#), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by [29 CFR 5.1](#), the Subrecipient must insert a clause requiring that the contractor or subcontractor must maintain payrolls and basic records during the course of the work and must preserve them for a period of three (3) years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each workers' correct classification(s) of work actually performed, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient must insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA, TWDB, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the

job.

(d) Incorporation of contract clauses and wage determinations by reference. Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) Incorporation by operation of law. The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by [29 CFR 5.1](#) to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

5. Compliance Verification and Enforcement

(a) Agency responsibilities.

(1)(i) The Federal agency has the initial responsibility to ascertain whether the clauses required by [29 CFR 5.5](#) and the appropriate wage determination(s) have been incorporated into the contracts subject to the labor standards provisions of the laws referenced by [29 CFR 5.1](#). Additionally, a Federal agency that provides Federal financial assistance that is subject to the labor standards provisions of the Act must promulgate the necessary regulations or procedures to require the recipient or sub-recipient of the Federal assistance to insert in its contracts the provisions of [29 CFR 5.5](#). No payment, advance, grant, loan, or guarantee of funds will be approved by the Federal agency unless it ensures that the clauses required by [29 CFR 5.5](#) and the appropriate wage determination(s) are incorporated into such contracts. Furthermore, no payment, advance, grant, loan, or guarantee of funds will be approved by the Federal agency after the beginning of construction unless there is on file with the Federal agency a certification by the contractor that the contractor and its subcontractors have complied with the provisions of [29 CFR 5.5](#) or unless there is on file with the Federal agency a certification by the contractor that there is a substantial dispute with respect to the required provisions.

(ii) If a contract subject to the labor standards provisions of the applicable statutes referenced by [29 CFR 5.1](#) is entered into without the incorporation of the clauses required by [29 CFR 5.5](#), the agency must, upon the request of the Administrator or upon its own initiative, either terminate and resolicit the contract with the required contract clauses, or incorporate the required clauses into the contract (or ensure they are so incorporated) through supplemental agreement, change order, or any and all authority that may be needed. Where an agency has not entered directly

into such a contract but instead has provided Federal financial assistance, the agency must ensure that the recipient or sub-recipient of the Federal assistance similarly incorporates the clauses required into its contracts. The method of incorporation of the correct wage determination, and adjustment in contract price, where appropriate, should be in accordance with applicable law. Additionally, the following requirements apply:

- (A) Unless the Administrator directs otherwise, the incorporation of the clauses required by [29 CFR 5.5](#) must be retroactive to the date of contract award or start of construction if there is no award.
 - (B) If this incorporation occurs as the result of a request from the Administrator, the incorporation must take place within 30 days of the date of that request, unless the agency has obtained an extension from the Administrator.
 - (C) The contractor must be compensated for any increases in wages resulting from incorporation of a missing contract clause.
 - (D) If the recipient refuses to incorporate the clauses as required, the agency must make no further payment, advance, grant, loan, or guarantee of funds in connection with the contract until the recipient incorporates the required clauses into its contract, and must promptly refer the dispute to the Administrator for further proceedings under [29 CFR 5.13](#).
 - (E) Before terminating a contract pursuant to this section, the agency must withhold or cross-withhold sufficient funds to remedy any back wage liability resulting from the failure to incorporate the correct wage determination or otherwise identify and obligate sufficient funds through a termination settlement agreement, bond, or other satisfactory mechanism.
 - (F) Notwithstanding the requirement to incorporate the contract clauses and correct wage determination within 30 days, the contract clauses and correct wage determination will be effective by operation of law, retroactive to the beginning of construction, in accordance with [29 CFR 5.5\(e\)](#).
- (2) (i) Certified payrolls submitted pursuant to [29 CFR 5.5\(a\)\(3\)\(ii\)](#) must be preserved by the Federal agency for a period of three (3) years after all the work on the prime contract is completed, and must be produced at the request of the Department of Labor at any time during the 3-year period, regardless of whether the Department of Labor has initiated an investigation or other compliance action.
- (ii) In situations where the Federal agency does not itself maintain certified payrolls required to be submitted pursuant to [29 CFR 5.5\(a\)\(3\)\(ii\)](#), upon the request of the Department of Labor the Federal agency must ensure that such certified payrolls are provided to the Department of Labor. Such certified payrolls may be provided by the applicant, sponsor, owner, or other entity, as the case may be, directly to the Department of Labor, or to the Federal agency which, in turn, must provide those records to the Department of Labor.
- (3) The Federal agency will cause such investigations to be made as may be

necessary to assure compliance with the labor standards clauses required by [29 CFR 5.5](#) and the applicable statutes referenced in [29 CFR 5.1](#). Investigations will be made of all contracts with such frequency as may be necessary to assure compliance. Such investigations will include interviews with workers, which must be taken in confidence, and examinations of certified payrolls, regular payrolls, and other basic records required to be maintained under [29 CFR 5.5\(a\)\(3\)](#). In making such examinations, particular care must be taken to determine the correctness of classification(s) of work actually performed, and to determine whether there is a disproportionate amount of work by laborers and of apprentices registered in approved programs. Such investigations must also include evidence of fringe benefit plans and payments thereunder. Federal agencies must give priority to complaints of alleged violations.

(4) In accordance with normal operating procedures, the contracting agency may be furnished various investigatory material from the investigation files of the Department of Labor. None of the material, other than computations of back wages, liquidated damages, and monetary relief for violations of [29 CFR 5.5\(a\)\(11\)](#) or [\(b\)\(5\)](#), and the summary of back wages due, may be disclosed in any manner to anyone other than Federal officials charged with administering the contract or program providing Federal assistance to the contract, without requesting the permission and views of the Department of Labor.

(b) Department of Labor Investigations and other compliance actions.

(1) The Administrator will investigate and conduct other compliance actions as deemed necessary in order to obtain compliance with the labor standards provisions of the applicable statutes referenced by [29 CFR 5.1](#), or to affirm or reject the recommendations by the Agency Head with respect to labor standards matters arising under the statutes referenced by [29 CFR 5.1](#).

(2) Federal agencies, contractors, subcontractors, sponsors, applicants, owners, or other entities, as the case may be, must cooperate with any authorized representative of the Department of Labor in the inspection of records, in interviews with workers, and in all other aspects of the investigations or other compliance actions.

(3) The findings of such an investigation or other compliance action, including amounts found due, may not be altered or reduced without the approval of the Department of Labor.

(4) Where the underpayments disclosed by such an investigation or other compliance action total \$1,000 or more, where there is reason to believe that the contractor or subcontractor has disregarded its obligations to workers or subcontractors, or where liquidated damages may be assessed under CWHSSA, the Department of Labor will furnish the Federal agency an enforcement report detailing the labor standards violations disclosed by the investigation or other compliance action and any action taken by the contractor or subcontractor to correct the violations, including any payment of back wages or any other relief provided workers or remedial actions taken for violations of [29 CFR 5.5\(a\)\(11\)](#) or

(b)(5). In other circumstances, the Department of Labor will furnish the Federal agency a notification summarizing the findings of the investigation or other compliance action.

(c) Confidentiality requirements. It is the policy of the Department of Labor to protect from disclosure the identity of its confidential sources and to prevent an unwarranted invasion of personal privacy. Accordingly, the identity of a worker or other informant who makes a written or oral statement as a complaint or in the course of an investigation or other compliance action, as well as portions of the statement which would tend to reveal the identity of the informant, will not be disclosed in any manner to anyone other than Federal officials without the prior consent of the informant. Disclosure of such statements is also governed by the provisions of the "Freedom of Information Act" ([5 U.S.C. 552](#), see part 70 of this subtitle) and the "Privacy Act of 1974" ([5 U.S.C. 552a](#), see part 71 of this subtitle).

Option 2 – Applies to Non-Governmental Entities (such as Water Supply Corporations and Private Companies)

1. Applicability of the Davis-Bacon (DB) prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the TWDB before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Owner must obtain proposed wage determinations for specific localities at <https://sam.gov/content/wage-determinations>. After the Owner obtains its proposed wage determination, it must submit the wage determination to the TWDB for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the TWDB.)

(b) Owner shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the Owner shall monitor <https://sam.gov/content/wage-determinations> on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the TWDB that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The TWDB will provide a report of its findings to the subrecipient.

(ii) If the Owner does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the TWDB, at the request of the Owner, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Owner shall monitor <https://sam.gov/content/wage-determinations> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the Owner carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing Contractor (ordering instrument) rather

than by publishing a solicitation, the Owner shall insert the appropriate DOL wage determination from <https://sam.gov/content/wage-determinations> into the ordering instrument.

(d) Owners shall review all subcontracts subject to DB entered into by prime Contractors to verify that the prime Contractor has required its Subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to an Owner's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the Owner has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the Owner shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The Owner's Contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

The subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in [29 CFR 5.1](#), the following clauses:

(1) Minimum wages.

(i) Wage rates and fringe benefits.

All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or

mechanics, subject to the provisions of [29 CFR 5.5\(a\)\(1\)\(v\)](#); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in [29 CFR 5.5\(a\)\(4\)](#). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under [29 CFR 5.5\(a\)\(1\)\(iii\)](#)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, <https://sam.gov/content/wage-determinations>.

(ii) Frequently recurring classifications.

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR Part 1](#), a wage determination may contain, pursuant to [§ 1.3\(f\)](#), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to [29 CFR Part 5.5\(a\)\(1\)\(iii\)](#), provided that:

- (1) The work to be performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with [29 CFR 5.5\(a\)\(1\)\(iii\)\(A\)\(3\)](#). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) Conformance.

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional

classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Owner(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the Owner(s) to the TWDB. The TWDB will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor via email to DBAconformance@dol.gov, and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the TWDB or will notify the TWDB within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Owner(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the TWDB will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the TWDB, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the TWDB or will notify the TWDB within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under [29 CFR 5.5\(a\)\(1\)\(iii\)\(C\)](#) and [\(D\)](#). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to [29 CFR 5.5\(a\)\(1\)\(iii\)\(C\)](#) and [\(D\)](#) must be paid to all

workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) Unfunded plans. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, in accordance with the criteria set forth in [§ 5.28](#), that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) Interest. In the event of a failure to pay all or part of the wages required by the contract, the Contractor will be required to pay interest on any underpayment of wages.

(2) Withholding

(i) Withholding requirements. The Owner(s) may, upon its own action or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the Prime Contractor or any Subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in [29 CFR 5.5\(a\)](#) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same Prime Contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the Contractor under this contract, any other Federal contract with the same Prime Contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same Prime Contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Contractor liability for which the funds were withheld. In the event of a Contractor's failure to pay laborers and mechanics, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the Contractor's failure to submit the required records as discussed in [29 CFR 5.5\(a\)\(3\)\(iv\)](#), the EPA may, on its own initiative and after written notice to the Contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with [29 CFR \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#), or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its reprocurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(3) Records and certified Payrolls.

(i) Basic Record requirements.

(A) Length of record retention. All regular payrolls and other basic records must be maintained by the Contractor any Subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise work in construction or development of the project under a development statute) for a period of at least three (3) years after all the work on the prime contract is completed.

(B) Information required. Such records shall contain the name, last known address, Social Security Number, telephone number, and email address of each such worker, each worker's correct classification(s) of work actually performed, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act), daily and weekly number of hours actually worked in total and on each covered contract, deductions made, and actual wages paid.

(C) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under [29 CFR 5.5\(a\)\(1\)\(v\)](#) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the Contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) Additional records relating to apprenticeship. Contractors with

apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) Certified payroll requirements.

(A) Frequency and method of submission. The Contractor or Subcontractor must submit weekly, for each week in which any DBA-or Related Acts-covered work is performed, certified payrolls to the Owner, that is, the entity that receives the funds from the TWDB. The Prime Contractor is responsible for the submission of all certified payrolls by Subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature (e.g., DocuSign); the system allows the Contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least three (3) years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system. Such documentation shall be available on request of the TWDB or EPA.

(B) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under [29 CFR 5.5\(a\)\(3\)\(i\)\(B\)](#), except that full Social Security Numbers and last known addresses, telephone numbers, and email addresses must not be included on the weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the employee's social security number). The required weekly certified payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division (WHD) Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf> or its successor site. It is not a violation of this section for a Prime Contractor to require a Subcontractor to provide full Social Security Numbers and last known addresses, telephone numbers, and email addresses to the Prime Contractor for its own records, without weekly submission by the Subcontractor to the TWDB (or the applicant, sponsor, owner, or other entity as the case may be, that maintains such records).

(C) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or their agent who pays or supervises the payment of the persons working on the contract and must certify the following:

- (1) That the certified payroll for the payroll period contains the information required to be provided under [29 CFR 5.5 \(a\)\(3\)\(ii\)](#), the appropriate information and basic records are being maintained under

[29 CFR 5.5 \(a\)\(3\)\(i\)](#), and that such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) Use of the Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph [29 CFR 5.5\(a\)\(3\)\(ii\)\(C\)](#).

(E) Signature. The signature by the Contractor, Subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature (e.g DocuSign).

(F) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [section 1001 of title 18](#) and [section 3729 of title 31](#) of the United States Code.

(G) Length of certified payroll retention. The Contractor or Subcontractor must preserve all certified payrolls during the course of the work and for a period of three (3) years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents. The Contractor or Subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The Contractor or Subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of three (3) years after all the work on the prime contract is completed.

(iv) Required disclosures and access.

(A) Required record disclosures and access to workers. The Contractor or Subcontractor must make the records required under [29 CFR 5.5 \(a\)\(3\)\(i\)](#) through [\(iii\)](#), and any other documents that the EPA or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the

TWDB, EPA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) Sanctions for non-compliance with records and worker access requirements. If the Contractor or Subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [29 CFR 5.12](#). In addition, any Contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) Required information disclosures. Contractors and Subcontractors must maintain the full Social Security Number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the EPA if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the Contractor, Subcontractor, or both, must, upon request, provide the full Social Security Number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the TWDB, EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) Apprentices and equal employment opportunity

(i) Apprentices.

(A) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for

probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) Apprenticeship ratio. The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to [29 CFR 5.5\(a\)\(4\)\(i\)\(D\)](#) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in [29 CFR 5.5\(a\)\(4\)\(i\)\(A\)](#) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) Reciprocity of ratios and wage rates. Where a Contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) applicable within the locality in which construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the Contractor's registered program must be observed.

(ii) Equal employment opportunity. The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and [29 CFR part 30](#).

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this contract.

(6) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in [29 CFR 5.5\(a\)\(1\)](#) through (11) along with the applicable

wage determination(s) and such other clauses or contract modifications as the EPA determines may by appropriate instructions require, and a clause requiring the Subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The Prime Contractor is responsible for the compliance by any Subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5. In the event of any violations of these clauses, the Prime Contractor and any Subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) Contract termination; debarment. A breach of the contract clauses in [29 CFR 5.5](#) may be grounds for termination of the contract, and for debarment as a Contractor and a Subcontractor as provided in [29 CFR 5.12](#).

(8) Compliance with Davis-Bacon and Related Acts requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 CFR parts 1, 3, and 5](#) are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 CFR parts 5, 6, and 7](#). Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Owner(s), TWDB, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or [29 CFR 5.12\(a\)](#).

(ii) No part of this contract shall be Subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [29 CFR 5.12\(a\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. 1001](#)

(11) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any Contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR](#)

[part 1](#) or [3](#);

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);
or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

4. Contract Provision for Contracts in Excess of \$100,000

(b) Contract Work Hours and Safety Standards Act. The Owner shall insert the following clauses set forth in paragraphs (b)(1) through (5) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by [29 CFR 5.5\(a\)](#) or [29 CFR 4.6](#). As used in this paragraph, the terms "laborers and mechanics" include watchmen and guards.

(1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which they are employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in [29 CFR 5.5\(b\)\(1\)](#) the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such Contractor and Subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in [29 CFR 5.5\(b\)\(1\)](#), in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in [29 CFR 5.5\(b\)\(1\)](#).

(3) Withholding for unpaid wages and liquidated damages.

(ii) Withholding process. The Owner may, upon its own action, or must upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the Prime Contractor or any Subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages

required by the clauses set forth in [29 CFR 5.5\(b\)](#), any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, that is held by the same Prime Contractor (as defined in [29 CFR 5.2](#)). The necessary funds may be withheld from the Contractor under this contract, any other Federal contract with the same Prime Contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with [29 CFR 5.5\(a\)\(2\)\(i\)](#) or [29 CFR 5.5\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(4) Subcontracts. The Contractor or Subcontractor must insert in any subcontracts the clauses set forth in [29 CFR 5.5\(b\)\(1\)](#) through [\(5\)](#) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in [29 CFR 5.5\(b\)\(1\)](#) through [\(5\)](#). In the event of any violations of these clauses, the Prime Contractor and any Subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- (iv) Informing any other person about their rights under CWHSSA or this part.

(c) CWHSSA required records clause. In addition to the clauses contained in [29 CFR 5.5\(b\)](#), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by [29 CFR 5.1](#), the Owner must insert a clause requiring that the Contractor or Subcontractor must maintain payrolls and basic records during the course of the work and must preserve them for a period of three (3) years after all the work on the Prime Contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and Social Security Number of each such worker; each workers' correct classification(s) of work actually performed, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Owner must insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the EPA, TWDB, and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

(d) Incorporation of contract clauses and wage determinations by reference. Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and Contractors and Subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) Incorporation by operation of law. The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by [29 CFR 5.1](#) to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

5. Compliance Verification and Enforcement

(a) Agency responsibilities.

(1)(i) The Federal agency has the initial responsibility to ascertain whether the clauses required by [29 CFR 5.5](#) and the appropriate wage determination(s) have been incorporated into the contracts subject to the labor standards provisions of the laws referenced by [29 CFR 5.1](#). Additionally, a Federal agency that provides Federal financial assistance that is subject to the labor standards provisions of the Act must promulgate the necessary regulations or procedures to require the recipient or sub-recipient of the Federal assistance to insert in its contracts the provisions of [29 CFR 5.5](#). No payment, advance, grant, loan, or guarantee of funds will be approved by the Federal agency unless it ensures that the clauses required by [29 CFR 5.5](#) and the appropriate wage determination(s) are incorporated into such contracts. Furthermore, no payment, advance, grant, loan, or guarantee of funds will be approved by the Federal agency after the beginning of construction unless there is on file with the Federal agency a certification by the contractor that the contractor and its subcontractors have complied with the provisions of [29 CFR 5.5](#) or unless there is on file with the Federal agency a certification by the contractor that there is a substantial dispute with respect to the required provisions.

(ii) If a contract subject to the labor standards provisions of the applicable statutes referenced by [29 CFR 5.1](#) is entered into without the incorporation of the clauses required by [29 CFR 5.5](#), the agency must, upon the request of the Administrator or upon its own initiative, either terminate and resolicit the contract with the required contract clauses, or incorporate the required clauses into the contract (or ensure they are so incorporated) through supplemental agreement, change order, or any and all authority that may be needed. Where an agency has not entered directly into such a contract but instead has provided Federal financial assistance, the agency must ensure that the recipient or sub-recipient of the Federal assistance similarly incorporates the clauses required into its contracts. The method of incorporation of the correct wage determination, and adjustment in contract price, where appropriate, should be in accordance with applicable law. Additionally, the following requirements apply:

(A) Unless the Administrator directs otherwise, the incorporation of the clauses required by [29 CFR 5.5](#) must be retroactive to the date of contract award or start of construction if there is no award.

(B) If this incorporation occurs as the result of a request from the Administrator, the incorporation must take place within 30 days of the date of that request, unless the agency has obtained an extension from the Administrator.

(C) The contractor must be compensated for any increases in wages resulting from incorporation of a missing contract clause.

(D) If the recipient refuses to incorporate the clauses as required, the agency must make no further payment, advance, grant, loan, or guarantee of funds in connection with the contract until the recipient incorporates the required clauses into its contract, and must promptly refer the dispute to the Administrator for further proceedings under [29 CFR 5.13](#).

(E) Before terminating a contract pursuant to this section, the agency must withhold or cross-withhold sufficient funds to remedy any back wage liability resulting from the failure to incorporate the correct wage determination or otherwise identify and obligate sufficient funds through a termination settlement agreement, bond, or other satisfactory mechanism.

(F) Notwithstanding the requirement to incorporate the contract clauses and correct wage determination within 30 days, the contract clauses and correct wage determination will be effective by operation of law, retroactive to the beginning of construction, in accordance with [29 CFR 5.5\(e\)](#).

(2) (i) Certified payrolls submitted pursuant to [29 CFR 5.5\(a\)\(3\)\(ii\)](#) must be preserved by the Federal agency for a period of three (3) years after all the work on the prime contract is completed, and must be produced at the request of the Department of Labor at any time during the 3-year period, regardless of whether the Department of Labor has initiated an investigation or other compliance action.

(ii) In situations where the Federal agency does not itself maintain certified payrolls required to be submitted pursuant to [29 CFR 5.5\(a\)\(3\)\(ii\)](#), upon the request of the Department of Labor the Federal agency must ensure that such certified payrolls are provided to the Department of Labor. Such certified payrolls may be provided by the applicant, sponsor, owner, or other entity, as the case may be, directly to the Department of Labor, or to the Federal agency which, in turn, must provide those records to the Department of Labor.

(3) The Federal agency will cause such investigations to be made as may be necessary to assure compliance with the labor standards clauses required by [29 CFR 5.5](#) and the applicable statutes referenced in [29 CFR 5.1](#). Investigations will be made of all contracts with such frequency as may be necessary to assure compliance. Such investigations will include interviews with workers, which must be taken in confidence, and examinations of certified payrolls, regular payrolls, and other basic records required to be maintained under [29 CFR 5.5\(a\)\(3\)](#). In making such examinations, particular care must be taken to determine the correctness of classification(s) of work actually performed, and to determine whether there is a disproportionate amount of work by laborers and of apprentices registered in approved programs. Such investigations must also include evidence of fringe benefit plans and payments thereunder. Federal agencies must give priority to complaints of alleged violations.

(4) In accordance with normal operating procedures, the contracting agency may be furnished various investigatory material from the investigation files of the Department of Labor. None of the material, other than computations of back wages, liquidated damages, and monetary relief for violations of [29 CFR 5.5\(a\)\(11\)](#) or [\(b\)\(5\)](#), and the summary of back wages due, may be disclosed in any manner to anyone other than Federal officials charged with administering the contract or program providing Federal assistance to the contract, without requesting the permission and views of the Department of Labor.

(b) Department of Labor Investigations and other compliance actions.

- (5) The Administrator will investigate and conduct other compliance actions as deemed necessary in order to obtain compliance with the labor standards provisions of the applicable statutes referenced by [29 CFR 5.1](#), or to affirm or reject the recommendations by the Agency Head with respect to labor standards matters arising under the statutes referenced by [29 CFR 5.1](#).
- (6) Federal agencies, contractors, subcontractors, sponsors, applicants, owners, or other entities, as the case may be, must cooperate with any authorized representative of the Department of Labor in the inspection of records, in interviews with workers, and in all other aspects of the investigations or other compliance actions.
- (7) The findings of such an investigation or other compliance action, including amounts found due, may not be altered or reduced without the approval of the Department of Labor.
- (8) Where the underpayments disclosed by such an investigation or other compliance action total \$1,000 or more, where there is reason to believe that the contractor or subcontractor has disregarded its obligations to workers or subcontractors, or where liquidated damages may be assessed under CWHSSA, the Department of Labor will furnish the Federal agency an enforcement report detailing the labor standards violations disclosed by the investigation or other compliance action and any action taken by the contractor or subcontractor to correct the violations, including any payment of back wages or any other relief provided workers or remedial actions taken for violations of [29 CFR 5.5\(a\)\(11\)](#) or [\(b\)\(5\)](#). In other circumstances, the Department of Labor will furnish the Federal agency a notification summarizing the findings of the investigation or other compliance action.
- (c) Confidentiality requirements. It is the policy of the Department of Labor to protect from disclosure the identity of its confidential sources and to prevent an unwarranted invasion of personal privacy. Accordingly, the identity of a worker or other informant who makes a written or oral statement as a complaint or in the course of an investigation or other compliance action, as well as portions of the statement which would tend to reveal the identity of the informant, will not be disclosed in any manner to anyone other than Federal officials without the prior consent of the informant. Disclosure of such statements is also governed by the provisions of the "Freedom of Information Act" ([5 U.S.C. 552](#), see part 70 of this subtitle) and the "Privacy Act of 1974" ([5 U.S.C. 552a](#), see part 71 of this subtitle).

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Effective August 13, 2020, all recipients of CWSRF and DWSRF Equivalency funding, regardless of the date of the TWDB commitment, closing date, or Intended Use Plan, must comply with regulations at [2 CFR 200.216](#), ***Prohibition on certain telecommunication and video surveillance services or equipment***,

implementing Section 889 of [Public Law 115-232](#).

The following must be included in *all* project construction contracts associated with equivalency assistance agreements. It must also be in any sub-contract that involves the purchase of telecommunications or video surveillance services or equipment.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by [2 CFR 200.216](#), EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with [2 CFR 200.471](#), costs incurred for telecommunications and video surveillance services or equipment

such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (<https://sam.gov/content/home>) exclusion list.

Additional details:

Neither TWDB nor EPA have an exhaustive list of components and services that fall under the prohibition. EPA recommends recipients be mindful of automatic meter reading (AMR) technology and advanced metering infrastructure (AMI), instrumentation control systems (e.g., process control systems, distributed control systems and programmable logic controls), and security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity. Items included in the prohibition are not eligible SRF costs and the TWDB SRF programs cannot reimburse recipients for these costs.

13. Payments

(a) Progress Payments:

i. The Contractor shall prepare their requisition for progress payment as of the last day of the payment month and submit it, with the required number of copies, to the Owner/Consulting Engineer for review. Except as provided in Paragraph (iii) of this subsection, the amount of the payment due to the Contractor shall be determined by:

- Adding to the total value of work completed to date,
- The value of materials properly stored on the site, and
- Deducting (1) five percent (5%) minimum of the total amount, as a retainage and (2) the amount of all previous payments.

The total value of work completed to date shall be based on the actual or estimated quantities of work completed and on the unit prices contained in the agreement (or cost breakdown approved pursuant to Section 7.b relating to lump sum bids) and adjusted by approved Change Orders. The

value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoices prices.

Copies of all invoices shall be available for inspection by the TWDB Project Engineer/Reviewer.

- ii. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the contract and the delivery of all improvements embraced in the contract complete and satisfactory to the Owner in all details.
- iii. Only one of the following clauses applies:
 - This clause applies to contracts when the Owner is a District or Authority. This clause applies to contracts when the Owner is a District or Authority. The retainage shall be ten (10%) percent minimum of the amount otherwise due until at least fifty (50%) of the work has been completed. After the project is fifty (50%) percent completed, and if the District or Authority's Board finds that satisfactory progress is being made, then the District may authorize any of the remaining progress payments to be made in full. The District is not obligated to pay interest earned on the first 50% of work completed (Texas Water Code Sec. 49.276(d)).
 - This clause applies to contracts when the Owner is a Public Entity (i.e., not a District and not an Authority). The five (5%) percent retainage of the progress payments due to the Contractor may not be reduced until the building of the project is substantially complete and a reduction in the retainage has been authorized by the TWDB.

(b) Withholding Payments.

The Owner may withhold from any payment otherwise due to the Contractor so much as may be necessary to protect the Owner, and if so elects, may also withhold any amounts due from the Contractor to any Subcontractors or material dealers for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and Subcontractors or material dealers, or to withhold any monies for their protection unless the Owner elects to do so.

The failure or refusal of the Owner to withhold any monies from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this contract.

(c) Payments Subject to Submission of Certificates.

Each payment to the Contractor by the Owner shall be made subject to

submission by the Contractor of all written certifications required of the Subcontractors by general and special conditions pertaining to this contract.

(d) Final Payment.

- i. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract, the Contractor shall execute and deliver to the Owner a release of all claims against the Owner arising under, or by virtue of, this contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the Owner's claims against the Contractor or his sureties under this contract or applicable performance and payment bonds.
- ii. After final inspection and acceptance by the Owner of all work under the contract, the Contractor shall prepare their requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement or cost breakdown (if lump sum), as adjusted by approved Change Orders. The total amount of the final payment due to the Contractor under this contract shall be the amount computed as described above, less all previous payments.
- iii. The retainage and its interest earnings, if any, shall not be paid to the Contractor until the TWDB has authorized a reduction in, or release of, retainage on the contract work (see Item 24 Close-Out Procedures for additional information).
- iv. Withholding of any amount due to the Owner, under general or special conditions regarding "Liquidated Damages," shall be deducted from the final payment due the Contractor.

14. Equal employment opportunity and affirmative action

This provision applies to Clean Water State Revolving Fund Program and Drinking Water State Revolving Fund projects where the contract agreement is for more than \$10,000.

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability, or genetic information. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders,

this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals set for minority and female participation and which is set forth in the solicitations from which this contract resulted.

15. Debarment and Suspension

Equivalency DWSRF and CWSRF construction contracts are subject to the Title 40 Code of Federal Regulations Part 32 concerning Debarment and Suspension. The Contractor will comply with the assurances provided with the bid that led to this contract. The Contractor can use the Debarment/Suspension Certification ([SRF-404](#)) for self-certification. The Applicant/Owner must verify that the selected Contractor is not debarred or suspended by reviewing the www.sam.gov website. The Applicant/Owner can use the Debarment/Suspension Certification ([SRF-404](#)) for verification of a contractor's status. Both the Contractor and the Applicant/Owner must submit their Debarment/Suspension Certifications (SRF-404) to the TWDB Project Engineer/Reviewer.

Instructions for Certification

- (a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available

to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

- (c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (i) Except for transactions authorized under paragraph (e) of these

instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

16. Disadvantaged Business Enterprises

The TWDB Clean Water and Drinking Water State Revolving Fund programs receive federal funds from the U. S. Environmental Protection Agency (EPA). As a condition of federal grant awards, EPA regulations require that financial assistance recipients (Owners and Prime Contractors/Consultants) make a "good faith effort" to award a fair share of work to DBE's who are Minority Business Enterprises (MBE's), and Women-owned Business Enterprises (WBE's) whenever procuring construction, supplies, services, and equipment. This requirement only applies to projects receiving SRF Equivalency funding.

The most current fair share goals for the State of Texas are located on the TWDB website at www.twdb.texas.gov/financial/programs/DBE/index.asp and as follows:

Category	MBE	WBE
Construction	24.50%	11.34%
Non-Construction	24.05%	19.35%
Total Combined Construction and Non-Construction	24.16%	17.38%

Both the project Owner and Prime Consultants/Contractors must submit forms periodically to the TWDB to validate compliance with DBE requirements.

The Applicant (Owner) must submit form TWDB-0215 with the financial assistance application. The TWDB must approve this form as completed prior to Board consideration for any financial assistance commitment. A DBE packet must be submitted *at least 30 days prior* to closing; the DBE packet includes the Owner's forms TWDB-0216 and TWDB-0373 and the project's respective Prime Engineer (Prime Eng), Financial Advisor (FA), Bond Counsel (BC), and any other hired

Consultants or Contractors must complete a TWDB-0217 form. The TWDB-0217 form will indicate if any subcontracting opportunities will be available or if the Consultant or Contractor will be self-performing the contract. Regardless of the procurement’s outcome, the Owner must submit a TWDB-0373 and list all of the Consultants and Contractors selected by the Owner for the project. **Failure to include a Consultant or Contractor and the associated contract amount on the TWDB-0373 will result in denial of payment until the proper documentation has been reviewed and approved.**

For each construction contract, the Owner is required to submit a TWDB-0216 and TWDB-0373 for the procurement of the construction project’s Prime Contractor. If the Prime Contractor is utilizing Subcontractors for the project, then the Prime Contractor is also required to submit its own set of TWDB-0216 and TWDB-0373 forms for procurement of Subcontractors prior to request for payment.

The following chart illustrates what forms are required for each type of contract:

Form	Phase (as applicable)	Completed by
TWDB-0215	Application	Owner
TWDB-0216	Closing (Procurement of Professional Services)	Owner (for Prime Eng, FA, & BC); Prime Eng, FA, and/or BC (for subconsultants);
	Planning & Design	Prime Eng (for subconsultants)
	Construction	Owner (for Prime Contractor); Prime Contractor (for subcontractors)
TWDB-0217	Closing (Procurement of Professional Services)	Prime Eng, FA, and/or BC
	Planning & Design	Prime Eng
	Construction	Prime Contractor
TWDB-0373	Closing (Procurement of Professional Services)	Owner (for Prime Eng, FA, & BC); Prime Eng, FA, and/or BC (for subconsultants)
	Planning & Design	Prime Eng (for subconsultants)
	Construction	Owner (for Prime Contractor); Prime Contractor (for subcontractors)

Note: All forms are to be submitted to the TWDB at the beginning of the applicable project phase.

The Consultant or Contractor shall, if awarding subcontracts, to the extent appropriate for the goals listed in the Instructions to Bidders, make a good faith effort to award a fair share of work to DBE’s who are MBE’s and WBE’s as sources of Construction and Non-Construction (supplies, equipment, and services) by taking the following steps:

- a. Ensure DBEs are made aware of contracting opportunities by including qualified small, minority, and women's businesses on solicitation lists;
- b. Assuring that small, minority, and women's businesses are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses;
- d. Establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority, and women's businesses; and
- e. Using the services and assistance of the Small Business Administration, Minority Business Development Agency of the U.S. Department of Commerce, and Texas Marketplace, as appropriate.

17. Archeological Discoveries and Cultural Resources

No activity which may affect properties listed or properties eligible for listing in the National Register of Historic Places or that are designated or eligible for designation as a State Archeological Landmark is authorized until the Owner has complied with the provisions of the National Historic Preservation Act and the Antiquities Code of Texas.

The Owner has previously coordinated with the appropriate agencies and impacts to known cultural or archeological deposits have been avoided or mitigated. However, the Contractor may encounter unanticipated cultural or archeological deposits during construction.

If archeological sites or historic structures which may qualify for designation as a State Archeological Landmark according to the criteria in 13 TAC Chapter 26, or that may be eligible for listing on the National Register of Historic Places in accordance with 36 CFR Part 800, are encountered after construction operations are begun, the Contractor must immediately cease operations in that particular area, avoid disturbance of the cultural resources, and notify the Owner, the TWDB, and the Texas Historical Commission, P.O. Box 12276, Capitol Station, Austin, Texas 78711.

The Contractor must take reasonable steps to protect and preserve the discoveries until they have been inspected by the Owner's representative and the TWDB. The Owner will promptly coordinate with the State Historic Preservation Officer, the Texas Historical Commission, and any other appropriate agencies to obtain any necessary approvals or permits to enable the work to continue. The Contractor must not resume work in the area of discovery until authorized to do so by the Owner.

18. Threatened and Endangered Species

No activity is authorized that is likely to jeopardize the continued existence of a threatened or endangered species as listed or proposed for listing under the Federal Endangered Species Act (ESA), or the State of Texas Parks and Wildlife Code on threatened, endangered and state-listed species, or to destroy or adversely modify the habitat of such species.

If a threatened, endangered, or state-listed species is encountered during construction, the Contractor must immediately cease work in the area of the encounter, avoid disturbance of the animal or plant, and notify the TWDB and the Owner, who will immediately implement actions in accordance with the ESA and applicable State statutes. These actions must include reporting the encounter to the TWDB, the U. S. Fish and Wildlife Service, and the Texas Parks and Wildlife Department, obtaining any necessary approvals or permits to enable the work to continue, and implementing other mitigation actions as directed. The Contractor must not resume construction in the area of the encounter until authorized to do so by the Owner.

19. Hazardous Materials

Materials utilized in the project must be free of any hazardous materials, except as may be specifically provided for in the specifications.

If the Contractor encounters existing hazardous material on sites owned or controlled by the Owner, or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor must immediately notify the Consulting Engineer and the Owner, who will immediately notify TWDB and appropriate authorities, depending on the circumstances, such as local emergency responders, the Texas Commission on Environmental Quality (TCEQ), The U.S. Environmental Protection Agency (EPA), and others.

Unless otherwise directed by appropriate authorities, the Owner will be responsible for the testing and removal or disposal of hazardous materials on sites owned or controlled by the Owner, and may suspend work in the area of the encounter, wholly or in part, during testing, removal, or disposal operations.

Funding from the TWDB must not be used for sampling, testing, removing, or disposing of contaminated soils or media at the project site, except for an LSLR project or associated activity directly connected to the identification, planning, design, and replacement of lead service lines. The Obligations within the contract must include an environmental indemnification provision wherein the Owner/Applicant agrees, and agrees to cause its construction contractors, to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action, or damages arising from activities performed during the project funded by TWDB, including their officials and employees, in connection with the project, to the extent permitted by law

20. Project Signage

The Owner must implement one of the signage options below as described in

TWDB Project Public Awareness (PPA) Guidance ([TWDB-1109](#)); and submit the applicable PPA Certification (TWDB-1109-A for AIS; TWDB-1109-B for BABA):

- Online signage placed on community website or social media outlet;
- Press release;
- Posters or wall signage in a public building or location;
- Newspaper or periodical advertisement for project construction, groundbreaking ceremony, or operation of the new or improved facility; or
- On-site signage erected in a prominent location at the construction project site or along a major thoroughfare within the community as directed by the Owner. **Note that this type of construction sign is required on projects utilizing BIL/IIJA funding.**

If the Owner decides on a public or media event to publicize the accomplishment of significant events related to construction of the project, the U.S. Environmental Protection Administration, Region 6, must be provided with at least a ten (10) working day notice of the event and provided the opportunity to attend and participate. Please contact Section Supervisor Denise Hamilton, who can be reached at (214) 665-2775 or Hamilton.Denise@epa.gov.

21. Changes

*Provisions identified with an asterisk below are consistent with Local Government Code 271.060. Counties and Municipalities may modify the identified provisions, when applicable, to conform to Local Government Code 262.031 (Counties) or 252.048 (Municipalities).

- (a) The Owner may at any time, without notice to any surety, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including but not limited to changes:
 - i. In the specifications (including drawings and designs);
 - ii. In the time, method, or manner of performance of the work;
 - iii. To decrease or increase the quantity of work to be performed or materials, equipment, or supplies to be furnished;
- (b) *The total price of a contract may not be increased by a change order unless provision has been made for the payment of the added cost by the appropriation of current funds or bond funds for that purpose, by the authorization of the issuance of certificates, or by a combination of those procedures.
- (c) *A contract with an original contract price of \$1 million or more may not be increased by more than 25 percent. If a change order for a contract with an original contract price of less than \$1 million increases the contract amount

to \$1 million or more, subsequent change orders may not increase the revised contract amount by more than 25 percent.

- (d) *A governing body may grant authority to an official or employee responsible for purchasing or for administering a contract to approve a change order that involves an increase or decrease of \$50,000 or less.
- (e) Changes that involve an increase in price will be supported by documentation of the cost components. For projects funded through the EDAP program, or with grant proceeds, TWDB staff may request this information to be provided in a format equivalent to the Cost and Pricing Information form (No. WRD-277).
- (f) Any change orders involving a change in the project requiring a relocation of project components, sizing, or process may require additional environmental approval. A map and description of the proposed changes should be sent to the TWDB Environmental Reviewer for coordination and approval as soon as possible to avoid any delay.

22. Operation and Maintenance Manuals and Training

- (a) The Contractor shall obtain installation, operation, and maintenance manuals from manufacturers and suppliers for equipment furnished under the contract. The Contractor must submit an electronic copy (e.g., PDF) with bookmarks of each complete manual to the Owner's Consulting Engineer within 90 days after approval of shop drawings, product data, and samples, and not later than the date of shipment of each item of equipment to the project site or storage location. One (1) hard copy, with divider tabs in a binder, must be submitted to the Owner's Consulting Engineer upon request.
- (b) The Owner shall require their Consulting Engineer to promptly review each manual submitted, noting necessary corrections and revisions. If the Owner's Consulting Engineer rejects the manual, the Contractor must correct and resubmit the manual until it is acceptable to the Owner's Consulting Engineer as being in conformance with the design concept of the project and for compliance with information given in the Contract Documents. Owner may assess the Contractor a charge for reviews of the same items in excess of two (2) times. Such procedure shall not be considered cause for delay.
- (c) Acceptance of manuals by Owner's Consulting Engineer does not relieve the Contractor of any requirements of terms of Contract.
- (d) The Contractor shall provide the services of trained, qualified technicians to check final equipment installation, to assist as required in placing same in operation, and to instruct operating personnel in the proper manner of performing routine operation and maintenance of the equipment.
- (e) Operations and maintenance manuals specified hereinafter are in addition

to any operation, maintenance, or installation instructions required by the Contractor to install, test, and start-up the equipment. Each manual is to be bound in a folder and labeled to identify the contents and project to which it applies. The manual shall contain the following applicable items:

- i. A listing of the manufacturer's identification, including order number, model, serial number, and location of parts and service centers.
- ii. A list of recommended stock of parts, including part number and quantity.
- iii. Complete replacement parts list.
- iv. Performance data and rating tables.
- v. Specific instructions for installation, operation, adjustment, and maintenance.
- vi. Exploded view drawings for major equipment items.
- vii. Lubrication requirements.
- viii. Complete equipment wiring diagrams and control schematics with terminal identification.

23. As-Built Dimensions and Record Drawings

- (a) The Contractor shall make appropriate daily measurements of facilities constructed and keep accurate records of location (horizontal and vertical) of all facilities.
- (b) Upon completion of each facility, the Contractor shall furnish the Owner with one (1) set of full-size direct prints, marked with red pencil, to show as-built dimensions and locations of all work constructed (Record Drawings) and one (1) full-size electronic set of these drawings (e.g., PDF). As a minimum, the final drawings shall include the following:
 - i. Horizontal and vertical locations of work.
 - ii. Changes in equipment and dimensions due to substitutions.
 - iii. "Nameplate" data on all installed equipment.
 - iv. Deletions, additions, and changes to scope of work.
 - v. Any other changes made.

24. Close-Out Procedures

To close-out the construction contract and release final retainage, the following steps must be completed:

- (a) TWDB Staff must conduct a construction contract Final Site Visit (FSV) and issue a FSV Report;
- (b) The following submittals must be received, reviewed, and accepted by the TWDB:
 - i. The final change order, adjustment of quantities, or a statement that all change orders have previously been submitted and there will be no more change orders;
 - ii. The final pay request from the Contractor;
 - iii. An affidavit by the Contractor that all bills have been paid;
 - iv. Certification by the Consulting Engineer that the work has been completed and was constructed in accordance with the approved plans and specifications and sound engineering principals and construction practices;
 - v. Certification by the Owner that the work has been completed and was constructed in accordance with the approved plans and specifications;
 - vi. Acceptance of the project by the Owner in the form of a written resolution or other formal action;
 - vii. A warranty statement from the Consulting Engineer with a duration of at least 12 months from the date of project's completion is required; and the warranty's start date specified;
 - viii. The Owner's Final AIS Certification (TWDB-1106-C) **OR** Final BABA Certification (TWDB-1110-B), whichever is applicable;
 - ix. If this is the first construction contract, then a TWDB-1109-A form certifying the Project Public Awareness method and supporting documentation showing the actual signage used (applies to the entire SRF project);
 - x. Confirmation that the Owner and the Consulting Engineer have both received copies of the Record Drawings from the Contractor; and
 - xi. If CWSRF or DWSRF funds were used by the entity to prepare a Fiscal Sustainability Plan (FSP) or an Asset Management Plan (AMP), then the Owner must submit a copy of the applicable plan;
- (c) Once items (a) and (b) have been completed, the TWDB will be able to issue a Certificate of Approval, which will then allow the release of the construction contract's retainage.

25. Additional Forms and Information

The forms and guidance documents, mentioned throughout this Guidance and

below, are available at the following TWDB website:

<http://www.twdb.texas.gov/financial/instructions/index.asp>

Search by either the document number or name.

Forms:

- Contractor's Act of Assurance (ED-103)
- Contractor's Resolution on Authorized Representative (ED-104)
- Debarment / Suspension Certification (SRF-404)
- Bidder's Certifications- EEO (WRD-255)
- DBE Affirmative Steps solicitation Report (TWDB-0216)
- DBE Prime Contractor Affirmative Steps Certification & Goals (TWDB-0217)
- DBE Loan/Grant Participation Summary (TWDB-0373)
- Monthly American Iron and Steel Certificate (TWDB-1106-A)
- American Iron and Steel (AIS) De Minimis Log (TWDB-1106-B)
- Final AIS Certification by Owner (TWDB-1106-C)
- Monthly Buy America, Build America (BABA) Act Certificate (TWDB-1110-A)
- Final Buy America, Build America (BABA) Act Certification (TWDB-1110-B)
- Final BABA Certification by Owner (TWDB-1110-B)
- State Revolving Fund (SRF) Project Public Awareness Certification (TWDB-1109-A)
- IJA State Revolving Fund (SRF) Project Signage Certification (TWDB-1109-B)
- Monthly Davis Bacon Wage Rate Certificate of Compliance Submittal by Owner (Sub-Recipient) (DB-0154)

Guidance Documents:

- CWSRF Guidance Manual (TWDB-0100)
- DWSRF Guidance Manual (TWDB-0115)
- TWDB-0210 Disadvantaged Business Enterprise Guidance
- Requirements for American Iron and Steel (AIS) Guidance (TWDB-1106)
- Requirements for Build America, Buy America (BABA) Act Guidance (TWDB-0558)
- Guidance on Davis-Bacon Wage Rate Requirements for State Revolving Fund Projects (DB-0156)



Disadvantaged Business Enterprises for State Revolving Fund Projects

210-Guidance

Updates to this guidance include:

- *Replaced current 8% Minority Business and Women's Business Enterprise (MBE/WBE) Goals with EPA's Negotiated- Approved Goals starting April 1, 2024. (pg.2)*
- *Updated TWDB-0215 (Attachment 1)*
- *Updated TWDB-0217 (Attachment 3)*
- *Replaced Fiscal Year 2018 Negotiated Minority Business Enterprise and Women's Business Enterprise (MBE/WBE) Goals (pg. 2)*
- *Updated language: Introduction to Federal Requirements (pg. 2)*
- *Updated EPA's 2019 Approved Class Exception RAIN (pg. 2)*
- *Updated Current Negotiated Fair Share Goals for Categories (pg. 7)*
- *Updated definition for Trade Association method (pg. 9)*
- *Updated DBE Program Links (pg. 16)*
- *Updated Appendix A-page 1: Defined Construction / Non-Construction*
- *Updated TWDB-0215 (Attachment 1)*
- *Updated TWDB-0216 (Attachment 2)*
- *Updated TWDB-0217 (Attachment 3)*
- *Updated TWDB-0373 (Attachment 4)*

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

TWDB-0210 GUIDANCE

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Attachments (examples of required forms):

1. [TWDB-0215](#)
2. [TWDB-0216](#)
3. [TWDB-0217](#)
4. [TWDB-0373](#)

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

INTRODUCTION TO FEDERAL REQUIREMENTS

The Texas Water Development Board (TWDB) intends to ensure that applicants, consultants and contractors are provided with information and guidance to successfully meet the U.S. Environmental Protection Agency’s (EPA) Disadvantaged Business Enterprise (DBE) program requirements.

The TWDB’s Clean and Drinking Water State Revolving Fund programs receive federal funding from the EPA to provide financial assistance for water and wastewater projects. Recipients of financial assistance (e.g., municipalities, towns, public water systems) and their sub-recipients (e.g., prime consultants, prime contractors, purchase order vendors) are **required** to make a “Good Faith Effort” to award a fair share of work to contractors who are certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) whenever procuring construction, supplies, services, and equipment ([40 CFR, Section 33.301](#)). This requirement currently applies to Clean Water State Revolving Fund Equivalency projects and all Drinking Water State Revolving Fund Equivalency projects. . Recipients of financial assistance are required to show evidence that they have performed the six steps showing a “Good Faith Effort” (referred to as the Six Good Faith Efforts) for all procurements ([40 CFR, Section 33.301](#)).

The DBE program is an outreach, education, and goal-oriented program designed to increase the participation of MBEs and WBEs in procurements funded by EPA assistance agreements through the State Revolving Funds. The DBE program goals, also referred to as Fair Share Objectives, are negotiated every three years between the TWDB and the EPA. ***The TWDB’s current negotiated fair share goals are effective 04/01/2024 till 05/01/2027:***

	Potential MBE Participation	Potential WBE Participation
Cost Category	Goal	Goal
Construction	24.50%	11.34%
Non-Construction	24.05%	19.35%
Total Combined Construction and Non-Construction	24.16%	17.38%

The MBE/WBE goals are neither standards nor quotas; they are goals. Recipients of financial assistance are not required to meet the fair share objectives. They must, however, acknowledge that they are aware of and are actively pursuing the fair share objectives with their procurements.

Recipients of financial assistance **must** maintain all records documenting compliance with all applicable federal and state requirements. They are also subject to additional contract administration requirements ([40 CFR, Section 33.302](#)).

This guide will cover the Six Good Faith Efforts, procurement instructions, and the TWDB’s DBE review process. All of the required DBE forms as well as a few situational examples are included for reference. Clear definitions of all of the terms used throughout the guidance document may be found within the Glossary (Appendix A). The terms “recipient of financial assistance”, “applicant”, or “entity” may be used interchangeably.

COMPLIANCE WITH THE REQUIREMENTS

Compliance is achieved by: 1) applying the Six Good Faith Efforts to all procurements utilizing applicable State Revolving Fund program funds, 2) submitting TWDB's DBE forms in a timely manner, 3) ensuring all necessary documentation and language is included in bid advertisements and solicitations, and 4) maintaining detailed documents showing compliance with the DBE requirements. In the event that a recipient of financial assistance fails to comply with any of the DBE program requirements, EPA may take remedial action under [40 CFR, Section 33.105](#). A failure to comply with the legally required federal regulations at 40 CFR Part 33 may result in remedial actions including, but not limited to: Temporarily withholding cash payments pending correction of the deficiency by the recipient or more severe enforcement action by EPA; Disallowing all or part of the cost of the activity or action not in compliance; Wholly or partly suspending or terminating the current award; or Withholding further awards for the project or program.

SIX GOOD FAITH EFFORTS

The Six Good Faith Efforts undertaken by a recipient of financial assistance and its prime consultant(s)/contractor(s) ensures that DBE businesses are made aware of procurement opportunities.

According to [40 CFR § 33.301](#), a recipient of financial assistance is required to complete the following Six Good Faith Efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement:

- (1) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (3) Consider in the contracting process whether businesses competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these businesses to handle individually.
- (5) Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
- (6) If the Prime Contractor awards subcontracts, require the prime contractor to take the complete steps (1) through (5) listed above.

Note: Step-by-step guides are available in future sections of this guidance to explain these six steps (pp. 7-15).

WHEN TO SUBMIT

Recipients of financial assistance through the SRF Programs will be required to submit DBE documentation at different phases during the project's lifecycle (Application, Prior to Closing, Release of Planning/Design funds, and Construction Contract Phases). *Note: Submitting DBE forms to the TWDB alone will not meet EPA's fair share policy. Review the section, Required Documentation, for the additional steps that **must** be completed.*

Application (must be submitted with a financial application)

- **TWDB-0215 (from Applicant/Entity)** certifies that the entity understands they **must** follow the Six Good Faith Efforts and attempt to meet the Fair Share Objectives for MBE/WBE participation.

Prior to Closing (must be submitted, reviewed and approved by TWDB staff prior to closing)

- **TWDB-0216 (from Applicant/Entity)** identifies the methods of solicitation used for procurements, all businesses directly solicited for procurement (at this stage, typically the Financial Advisor, Bond Counsel, and Engineer), their contact information, and their MBE/WBE status.
- **TWDB-0373 (from Applicant/Entity)** identifies the businesses awarded a contract, their contact information, their MBE/WBE status, an actual or anticipated executed contract date, and contract amount. *Note: Any businesses operating as brokers may not be listed on the TWDB-0373 as an MBE or WBE.¹*
- **TWDB-0217 (from Prime Consultants)** certifies that the Prime Consultant (at this stage, typically the Financial Advisor, Bond Counsel, and Engineer) understand they **must** follow the Six Good Faith Efforts and attempt to meet the Fair Share Objectives for MBE/WBE participation.

Release of Planning/Design Phase funds

- **TWDB-0216 (from Applicant/Entity)** identifies the methods of solicitation used for procurements, all businesses directly solicited for procurement, their contact information, and their MBE/WBE status. This form is required at this stage only, if the entity pursues procuring additional businesses (e.g., Environmental, Other Legal Services, Surveying) for construction (if applicable), equipment, services, or supplies after closing.
- **TWDB-0373 (from Applicant/Entity)** identifies the businesses awarded a contract, their contact information, their MBE/WBE status, an actual or anticipated executed contract date, and contract amount. This form is required, at this step only, if the entity pursues procuring additional businesses (e.g., Environmental, Other Legal Services, Surveying) for construction (if applicable), equipment, services, or supplies after closing. *Note: Any businesses operating as brokers may not be listed on the TWDB-0373 as an MBE or WBE.¹*
- **TWDB-0216 (from Prime Consultants/Contractors)** indicates all businesses solicited for procurement, their contact information, and their MBE/WBE status.

¹ A broker is a business that does not perform, manage, or supervise the work of its sub/contract in a manner consistent with the normal business practices for sub/contractors in its line of business.

- **TWDB-0373 (from Prime Consultants/Contractors)** identifies all businesses awarded a subcontract, their contact information, their MBE/WBE status, an actual or anticipated executed contract date, and contract amount. *Note: Any businesses operating as brokers may not be listed on the TWDB-0373 as an MBE or WBE.*²

Construction Contracts

- **TWDB-0216 (from Applicant/Entity)** identifies the methods of solicitation used for procurements, all businesses directly solicited for procurement (at this stage, typically a construction contractor), their contact information, and their MBE/WBE status.
- **TWDB-0373 (from Applicant/Entity)** identifies the businesses awarded a contract, their contact information, their MBE/WBE status, an actual or anticipated executed contract date, and contract amount.
- **TWDB-0216 (from Prime Consultants/Contractors)** indicates all businesses solicited for procurement, their contact information, and their MBE/WBE status.
- **TWDB-0217 (from Prime Contractor)** certifies that the Prime Contractor understands they **must** follow the Six Good Faith Efforts and attempt to meet the Fair Share Objectives for MBE/WBE participation.
- **TWDB-0373 (from Prime Contractor)** identifies all businesses awarded a contract, their contact information, their MBE/WBE status, an actual or anticipated executed contract date, and contract amount. *Note: Any businesses operating as brokers may not be listed on the TWDB-0373 as an MBE or WBE.*²

REQUIRED DOCUMENTATION

In addition to the forms that **must** be submitted to the TWDB for review and approval prior to a project progressing through its lifecycle, recipients of financial assistance are required to maintain the following sets of documents or files related to the DBE program for the duration of the project:

- All copies of advertisements, solicitation postings, and communications to publish public solicitation including publishers' affidavits, U.S. certified mail receipts, and emails.
- Bidder's List(s) of Prime Contracts if procurement was through an open-competitive bidding process.
- All forms submitted to the TWDB and the EPA for the DBE program.
- All documentation submitted by the Prime Consultant(s) and Contractor(s) depicting their compliance with EPA's fair share policy (review the section, Procurement Steps, for more details).

SPECIAL CIRCUMSTANCES

In some circumstances, a recipient of financial assistance may not be able to make a good faith effort in procuring DBEs. If this circumstance is encountered, communication with the TWDB's DBE Coordinator should take place well in advance of making the decision to execute a procurement/contract not following the TWDB's DBE program. The DBE Coordinator will determine whether the circumstance may qualify for a **sole-source** method of procurement. The sole-source method requires that the recipient of financial assistance produce a letter explaining why they were unable to follow the DBE program, submit the documentation to the TWDB for official review, and retain a copy of the letter within the project file.

² A broker is a business that does not perform, manage, or supervise the work of its sub/contract in a manner consistent with the normal business practices for sub/contractors in its line of business.

Example:

After pilot testing a specific treatment process for a treatment plant, the Texas Commission on Environmental Quality (TCEQ) has required a specific piece of equipment that only a single manufacturer produces, or a sole-source. In this instance, two key items are needed for DBE program compliance: a letter from the recipient of financial assistance detailing the circumstances related to the sole-source, and the exemption letter from the TCEQ identifying the specific equipment. These items should be sent to the TWDB and saved within the recipient of financial assistance's project file. Communication should be given to the TWDB's DBE Coordinator upon receipt and review of the TCEQ's exemption letter.

There may be instances when a recipient of financial assistance would like to contract for services or contract with a supplier(s) for an extended period of time. These **multi-year contracts** are allowed and acceptable under the EPA's DBE program, so long as certain steps are followed. When the TWDB's DBE Coordinator reviews any submitted DBE documentation, they will ensure the solicitation language contains the expected scope of work and the applicable timeframes of the contract. The solicitation should also reference the TWDB's negotiated fair share objectives through use of the TWDB's solicitation statement within the advertisement. Including the solicitation statement ensures the multi-year contract is procured under the TWDB's current negotiated fair share objectives. If any of this information is missing, the TWDB's DBE Coordinator may not be able to approve the submitted DBE documentation and may require additional steps in order to meet compliance.

The recipient of financial assistance **must** follow the EPA's DBE process in procuring the multi-year contract(s). A multi-year contract will not be accepted if the contract solicitation and award date occurred more than three years from the date of submission to the TWDB's DBE Coordinator. Multi-year contracts exceeding this timeframe may be evaluated by the TWDB on a case-by-case basis. Advanced notice of this type of procurement should be given to the TWDB's DBE Coordinator before making the decision to execute a procurement/contract.

Example:

The Town of Medgar (Town), is preparing to execute a contract with a consultant engineering firm for engineering services covering all line replacement work within its public water supply system. The Town has drafted a solicitation for water line replacement work for all projects that are or may possibly be funded through the TWDB's Drinking Water State Revolving Fund (DWSRF) and has received an approval for use by the TWDB's DBE Coordinator. The multi-year contract is structured to be in effect for no longer than three years. Following the standard DBE process, the Town posts the solicitation, awards the contract, and then submits the applicable forms to the TWDB for review. Three years later, the Town chooses to take on additional water line replacement work funded through new DWSRF financing. To show compliance, they submit the DBE forms showing their original procurement of the engineering firm to the TWDB's DBE Coordinator. Following this process allows the Town to utilize one consultant engineering firm for all water line replacement projects within the system that are planned and/or implemented within the three years after executing the contract.

In instances where a recipient of financial assistance wants their own staff to perform services, their approval process would follow a **force account** process. Under a force account, the recipient of financial assistance submits a written request to the TWDB's DBE Coordinator describing the scope of work covered by their staff and indicating their participation through the force account process. This letter should remain within their project files. The TWDB's DBE Coordinator will acknowledge its receipt, review for applicability, and respond with a determination before any work proceeds.

PROCUREMENT STEPS

Included in these instructions are steps to successfully perform your DBE solicitation. Please read them carefully. These steps should be taken when procuring construction, equipment, services, and/or supplies. The terms "recipients of financial assistance", "applicant", or "entity" may be used interchangeably. The term "Prime(s)" refers to both "Consultants" and "Contractors".

STEP 1. DETERMINE YOUR PROCUREMENT NEEDS

For all of the categories listed below, you are required to solicit by any of the listed methods identified in Step 2 DBE businesses qualified and capable of completing the work requested. You should also determine whether it is economically feasible to divide the proposed project into smaller tasks or quantities to permit maximum participation by DBE businesses.

Procurement Categories

Construction contracts generally relate to the bidding process for a prime contractor. **Equipment** contracts relate to the purchase of equipment from vendors. **Service** contracts relate to the hiring of consultants or any other service related work. **Supply** contracts relate to the purchase of supplies directly from vendors. Procurements are classified in two categories: **Construction & Non-Construction**.

Examples

1. If your project consists of one general construction contract, you will need to solicit DBE prime contractors within the regional vicinity of the project that are capable of completing the work.
2. If your own workforce will be performing all of the work, but you will need to purchase supplies or equipment, then you will need to solicit DBE vendors within the regional project area capable of providing supplies or equipment to your proposed project.

STEP 2. DETERMINE YOUR METHODS OF SOLICITATION

You may choose from a list of seven methods of solicitation. At least TWO methods **must** be chosen. These may be performed in conjunction with any required local or state procurement laws:

- Newspaper Advertisements
- Direct Contact by Phone, Fax, USPS Mail, Email (any combination of these still counts as ONE method)
- Meetings or Conferences
- Minority Media Postings
- Internet Website Postings
- Trade Association Publications (i.e., publishing a solicitation within a newsletter, email list, webpage, etc. for a grouping of all who come together in an organized attempt to interest, persuade, or influence the actions, policies, or decisions of government officials, for the advancement and recruitment of contracting opportunities.)
- Other Government Publications (i.e., publishing a solicitation within other governmental publications)

If you choose to solicit via direct contact, additional steps are required to ensure fairness (see Step 2B. Directly Solicit Businesses). To reiterate, depending on your entity or businesses' makeup, you **must** ensure that you meet all applicable local and state procurement laws.

STEP 2A. ADVERTISE YOUR PROJECT

Draft the content of your solicitation. Example advertisement and request for qualifications language is available in appendix B.

To be compliant with the DBE program, all solicitations, both publicly advertised and via direct contact, should address 1) fair share goals; 2) good faith efforts; 3) the involvement of federal EPA funding; and 4) encouragement of MBEs, WBEs, and other DBEs to bid on prime and subcontracts.

To ensure compliance, the TWDB **recommends** including the following solicitation statement in all solicitations:

This contract is subject to the Environmental Protection Agency's (EPA) Disadvantaged Business Enterprise (DBE) Program, which includes EPA-approved fair share goals toward procurement of Minority and Women-owned Business Enterprise (M/WBE) businesses. EPA rules require that applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts, and procurements to M/WBEs through demonstration of the six affirmative steps. For more details of the DBE Program and the current, applicable fair share goals, please visit www.twdb.texas.gov/dbe.

The TWDB encourages you to publish your solicitation at least 30 days prior to the bid closing date to allow sufficient time for potential prime or subconsultants/contractors to submit bids and proposals. The solicitation statement may be used within a newspaper advertisement, a posting to minority media or internet website, or posting within any other trade association or government publications. A copy of the actual solicitation found within/on the publication or web page **must** be kept with the project files and submitted along with the form TWDB-0216.

When advertising your project through a newspaper, it is important to retrieve a publisher’s affidavit showing the dates of the posting(s) and the content of the advertisement. This support information **must** be saved with the project files and submitted along with the form TWDB-0216. For entities and projects required by state procurement law to perform an open competitive bidding process (i.e., political subdivisions of the state or districts soliciting for contract(s) more than a specific dollar amount as directed by state procurement law), a posting at least once a week, for two consecutive weeks, in a newspaper published in the municipality (or county) in which the district is located is required (TEX. LOC. GOV’T CODE § 252.041 and TEX. WATER CODE § 49.273).

Note: Sufficient documentation for meetings or conferences held as a method of solicitation include announcements of the meeting or meeting minutes AND a sign-in sheet. Posting items to a government-run plan room is considered the “Other Government Publications” method listed within the previous step. Posting items to a privately-run plan room is considered the “Trade Association Publications” method listed within the previous step. Conducting and submitting a search of businesses does not count as any one of the methods listed within the previous step. Search results are only accepted when accompanied with a detailed, signed explanation to document your inability to locate DBE businesses meeting the qualifications solicited and/or their inability to bid on your project.

STEP 2B. DIRECTLY SOLICIT BUSINESSES

You may directly solicit businesses utilizing phone, fax, USPS mail, or email communications. All documentation of such activity **must** be saved with the project files. When communicating via phone, an electronic or hand-written call log may be used as support. Remember to document the name of the firm solicited, the person contacted, a telephone number, their MBE/WBE status, and the category of work requested.

You **must** make contact with at least three qualified businesses for the specific procurement and **at least one** of those businesses **must** be a certified MBE/WBE business. **DBE businesses/firms may be contacted by TWDB to certify “direct contact” method.** An example of submitted direct solicitation documentation is available in Appendix D. To determine a business’ certification, review Step 3. Determining a Business’ DBE Status.

STEP 3. DETERMINING A BUSINESS’ DBE STATUS

A DBE is a business owned by a socially and economically disadvantaged individual and certified as such by the EPA or another organization whose certification standards meet or exceed that of the EPA’s (See Appendix A for a full definition of DBE). To assist you in identifying, soliciting, and utilizing qualified DBE businesses, the TWDB encourages you to refer to the following list of acceptable DBE certification agencies made available at the local, statewide, and national levels.

- [Texas Procurement and Support Services \(TPASS\)](#) The **Centralized Master Bidders List (CMBL) – Historically Underutilized Business (HUB) Directory Search** is a statewide database managed by the TPASS. This database contains contact information on all vendors registered to do business with the State, including TPASS-certified HUB vendors. The CMBL & HUB search is an online system available to the public free of charge.
- [Small Business Administration](#)
- [Texas Department of Transportation](#)

- [City of Austin](#) Located on the right-hand side of the webpage are links to the MBE/WBE/DBE Certified Vendor Search and SBE Certified Vendors directories.
- [City of Houston](#)

A list of other Minority & Women-owned Business Organizations that you may contact directly to obtain a list of qualified vendors for your procurement opportunities may be found at www.twdb.texas.gov/dbe.

Please note that MBE, WBE, or Historically Underutilized Business (HUB) certifications provided by the Texas Small Businesses Association or the Texas Certification Directory **will not** be accepted by the TWDB or the U.S. Environmental Protection Agency (EPA) as they do not meet EPA certification requirements.

STEP 4. UNDERSTANDING ROLES AND RESPONSIBILITIES

For Applicants:

As the recipient of financial assistance, you are responsible for ensuring that your project meets EPA's fair share policy for all procurements funded utilizing State Revolving Fund program funds. This includes the subcontracts of your Prime Consultant(s) and Contractor(s). You should review the Prime Consultant's and Contractor's DBE documentation and determine them to be in compliance before you submit the TWDB forms and support for official review.

You may request DBE documentation from your Prime Consultant(s) and Contractor(s) at the time of bid or after you have awarded a contract. Keep in mind your project schedule and the timeframes in which you need to obtain TWDB's approvals to continue progressing with your project. Receiving and reviewing forms earlier ensures that you receive approval well in advance of critical deadlines.

If your Prime Consultant's and Contractor's documented DBE process comes back with any errors, it is your responsibility to work with them to achieve compliance. Be mindful that contracts procured without following requirements may result in the need for re-procurement or be funded utilizing an alternate source of funds other than State Revolving Fund program funds. The TWDB's DBE Coordinator is available to assist you in correcting any deficiencies of your Prime Consultant's and Contractor's procurements. For more detailed instructions, review the section, Applicant's Review of Prime Consultant's/Contractor's Procurements.

If the contract amount for any of your Prime Consultant(s)/Contractor(s) changes from the time of your initial DBE submission, you **must** submit an updated TWDB-0373 listing the final, actual contract dollar amounts.

Note: In the event you change your Prime Consultant/Contractor or any subcontractors, for any reason, you or your Prime Consultant/Contractor must follow the DBE process when re-procuring. This will require you to re-submit a new TWDB-0373 reflecting actual contract dollar amounts and any supporting certification documentation.

For the Prime:

As the Prime, you are responsible for ensuring that your project meets EPA's fair share policy for all procurements funded utilizing State Revolving Fund program funds. You should review the subcontractors' DBE documentation and determine them to be in compliance before you submit the TWDB forms and support to the Entity awarding you a contract.

You may request DBE documentation from your subcontractor(s) at the time of bid or after you have been awarded a contract. Keep in mind your project schedule and the timeframes in which you need to obtain TWDB's approvals to continue progressing with your project. Receiving and reviewing forms earlier ensures that you receive approval well in advance of critical deadlines.

Be mindful that should any DBE forms or support documentation come back with any errors, it is your responsibility to correct any deficiencies to achieve compliance. A contract procured without following all of the necessary requirements may result in the need for re-procurement or be funded utilizing an alternate source of funds other than State Revolving Fund program funds. The TWDB's DBE Coordinator is available to assist you in correcting any deficiencies.

If the contract amount for any of your subcontractors change from the time of your initial DBE submission, you **must** submit an updated TWDB-0373 listing the final, actual contract dollar amounts.

Note: In the event you change any of your subcontractors, for any reason, you must follow the DBE process when re-procuring. This will require you to re-submit a new TWDB-0373 reflecting actual contract dollar amounts and any supporting certification documentation.

STEP 5. CREATING A BIDDERS LIST (APPLICANTS-ONLY)

As a recipient of financial assistance, you **must** create and maintain a Bidders List **if** your solicitation is subject to competitive bidding requirements. The list must include all firms that bid or quote on contracts and/or subcontracts. You **must** keep the bidders list until the project is complete, the project period has expired, and you are no longer receiving EPA funding under the financing agreement.

The following information **must** be retained on the Bidders List:

- The firm's name with point of contact
- The firm's mailing address, telephone number and email address
- The procurement on which the firm bid or quoted, and when
- The firm's status as an MBE/WBE.

The TWDB's form, [Affirmative Steps Solicitation Report \(TWDB-0216\)](#), may be used as the official Bidders List.

You may be exempt from the Bidders List requirement if you have received no more than \$250,000 for any single EPA financial assistance agreement OR no more than a combined total of \$250,000 for multiple EPA financial assistance agreements within any one federal fiscal year.

STEP 6. COMPLETING THE NECESSARY DBE FORMS

If you are completing these steps **prior to closing** on a TWDB financial assistance award:

Applicant: The forms you must complete and sign are the [TWDB-0216](#) and [TWDB-0373](#). These forms document the methods of solicitation used, who was directly solicited and/or made a bid, and who was ultimately awarded a contract. You may have chosen one or more Prime Consultants (typically an Engineer, Financial Advisor, and/or Bond Counsel).

Prime(s): You must complete and sign the [TWDB-0217](#) acknowledging you understand the DBE program requirements.

All three of these forms are needed well in advance of your (applicant’s) anticipated closing date, as they must be reviewed and approved by TWDB staff before the closing is initiated. Confirm all forms are accurately completed, the required support documentation has been attached, and dated signatures from the appropriate authorized representatives are included.

If you are completing these steps for the **release funds for the planning, acquisition, and/or design phases:**

Prime(s): In addition to having the above referenced forms completed, you will need to complete and submit additional forms if you have selected subcontractors. Forms [TWDB-0216](#) and [TWDB-0373](#) should be completed and submitted to the Entity awarding you a contract. These forms document the methods of solicitation used, who was directly solicited and/or made a bid, and who was ultimately awarded a contract. All of these forms are needed in advance of the desired date for release of funds, as they **must** be reviewed and approved by TWDB staff before the release is initiated. Confirm that all forms are accurately completed, the required support documentation has been attached, and dated signatures from the appropriate authorized representatives are included.

If you are completing these steps for a **construction contract(s):**

Applicant: Forms [TWDB-0216](#) and [TWDB-0373](#) are required showing your selection process for a Prime Contractor(s).

Prime(s): Form [TWDB-0217](#) **must** be completed acknowledging that you understand the DBE program requirements. If subcontractors are utilized, complete forms [TWDB-0216](#) and [TWDB-0373](#) showing your selection process.

These forms are needed in advance of the desired date for release of funds, as they **must** be reviewed and approved by TWDB staff before the release is initiated. Confirm that all forms are accurately completed, the required support documentation has been attached, and dated signatures from the appropriate authorized representatives are included.

Note: In the event you change any of your subcontractors, for any reason, you must follow the DBE process when re-procuring. This will require you to re-submit a new TWDB-0373 reflecting actual contract dollar amounts and any supporting certification documentation.

In the event you run out of space on any of the TWDB forms, you can use your own additional spreadsheet or word document and attach.

STEP 7. [SUMMARIZING THE PROCESS](#)

The following is a summary of the necessary steps to complete in order to receive a notice of compliance with the DBE program requirements.

- **Applicant:** Publish, post, contact, and/or distribute advertisements soliciting for a Prime Consultant(s)/Contractor(s) for the proposed project. It is recommended that this occur at least

30-days prior to the close of accepting bids. The solicitation advertisement should contain the TWDB's recommended solicitation statement.

- **Applicant:** If applicable, create and retain a copy of a Bidders List (refer to Step 5).
- **Primes:** Complete and submit the Prime Consultant/Contractor Certification form (TWDB-0217) to the Entity awarding you a contract. If instructed to do so by the Entity, also submit the completed form to the TWDB Review Engineer. If sent electronically, copy DBE@twdb.texas.gov.
- **Primes:** If subcontracting, publish, post, contact, and/or distribute advertisements soliciting subcontractor(s) for the proposed project. It is recommended that this occur at least 30-days prior to the close of accepting bids. The solicitation advertisement should contain the TWDB's recommended solicitation statement.
- **All:** Save all copies, correspondence, etc. documenting the solicitation(s).
- **All:** Based upon the stage of the project, complete all necessary forms associated with the solicitation and award of the contract(s) for Prime Consultant(s)/Contractor(s) or subcontractor(s) (refer to Step 6 for the required forms).
- **All:** Compile all necessary forms from your selected Prime Consultant(s)/Contractor(s) or subcontractor, based upon the stage of the project. Ensure accuracy and completeness of the forms. Coordinate with the submitter should there be any errors.
- **All:** Submit all required documentation to the TWDB Project Reviewer / Engineer assigned to the project. If submitting electronically, copy DBE@twdb.texas.gov with the submission.

STEP 8. CHANGES TO SELECTED CONSULTANTS OR CONTRACTORS

In the event there is a change of Consultant(s)/Contractor(s) or any subcontractor(s), you **must** follow the DBE process when re-procuring.

APPLICANT'S REVIEW OF PRIME CONSULTANT'S/CONTRACTOR'S PROCUREMENTS

Before submitting any DBE documentation to the TWDB for an official review, look over the DBE documentation from your Prime Consultants/Contractors to confirm the documents are in order and the procurements are in compliance.

As a recipient of financial assistance, it is important to remember you are responsible for the Prime Consultant's/Contractor's soliciting of DBE businesses (DBE includes both MBEs and WBEs) for any procurements needed to complete your proposed project. This includes all construction, services, supplies and/or equipment.

If you encounter any errors, most can be corrected for compliance after the bid opening date as long as no awards have been made.

If you are unsure of any information presented to you during the review of the Prime Consultant(s)/Contractor(s) efforts, please contact the TWDB's DBE Coordinator for further instruction or recommendation at (512) 463-0991 or at DBE@twdb.texas.gov.

Included in these instructions are steps to successfully perform your review of your Prime Consultant(s)/Contractor(s) DBE documentation for this project. Please read them carefully. The term

Prime(s) refers to both Consultants and Contractors. The terms recipient of financial assistance, applicant, or entity may be used interchangeably.

STEP 1. REVIEW ANY DRAFT SOLICITATIONS

Prior to the Prime Consultant(s)/Contractor(s) making any solicitations for subcontractor opportunities, you should review the draft solicitation to ensure that the TWDB's recommended solicitation statement, or the statement with the required solicitation components (see p. 8) is included. For reference, the following should appear in all solicitations:

This contract is subject to the Environmental Protection Agency's (EPA) Disadvantaged Business Enterprise (DBE) Program, which includes EPA-approved fair share goals toward procurement of Minority and Women-owned Business Enterprise (M/WBE) businesses. EPA rules require that applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts, and procurements to M/WBEs through demonstration of the six affirmative steps. For more details of the DBE Program and the current, applicable fair share goals, please visit www.twdb.texas.gov/dbe.

If this or another form of acceptable language is not included, procurements made through the solicitation may not be compliant with the EPA's DBE Program.

STEP 2. ENSURE THAT ALL DOCUMENTATION HAS BEEN PROVIDED BY THE PRIME(S)

The Prime Consultant(s)/Contractor(s) should provide you, the Applicant:

- [TWDB-0217](#) This form acknowledges that the Prime Consultant/Contractor understands that they **must** follow the DBE program when soliciting for subcontractors.
- [TWDB-0216](#) If subcontractors are utilized, this form should be submitted. The form indicates all businesses solicited for procurement, their contact information, and their MBE/WBE status. The Prime Consultant/Contractor **must** include support documentation demonstrating they have met the Six Good Faith Efforts and followed the correct steps for their selected method(s) of solicitation.
- [TWDB-0373](#) If subcontractors are utilized, this form should be submitted. The form identifies the businesses awarded a procurement contract, their contact information, their MBE/WBE status, an actual or anticipated executed contract date, and contract amount. If any MBE/WBE businesses are contracted, the Prime Consultant/Contractor should include the DBE certification along with the form as support documentation. You **must** review the certification to ensure that the certification comes from an agency acceptable to the EPA. A list of acceptable DBE certification agencies may be found at www.twdb.texas.gov/dbe. *Note: Any businesses operating as brokers may not be listed on the TWDB-0373 as an MBE or WBE.*³

STEP 3. REVIEW THE SUPPORTING SOLICITATION DOCUMENTATION

The DBE solicitation should specifically describe the construction work, supplies, equipment, or services that are being solicited, and include the following required DBE language:

³*A broker is a business that does not perform, manage, or supervise the work of its sub/contract in a manner consistent with the normal business practices for sub/contractors in its line of business.*

This contract is subject to the Environmental Protection Agency's (EPA) Disadvantaged Business Enterprise (DBE) Program, which includes EPA-approved fair share goals toward procurement of Minority and Women-owned Business Enterprise (M/WBE) businesses. EPA rules require that applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts, and procurements to M/WBEs through demonstration of the six affirmative steps. For more details of the DBE Program and the current, applicable fair share goals, please visit www.twdb.texas.gov/dbe.

Similar to the solicitation you performed for your Prime Consultant(s)/Contractor(s), the TWDB recommends solicitations for subcontractors be published at least 30 days prior to the bid closing date to allow sufficient time for potential subcontractors to submit bids and proposals. You should ensure that a copy of the actual solicitation found within/on the publication or web page is kept with their and your project files. This information will be needed for submission to the TWDB for official review of DBE compliance.

If the Prime Consultant(s)/Contractor(s) is advertising through a newspaper, it is important to ensure that they have retained a publisher's affidavit showing the dates of the posting(s) and the content of the advertisement. You should also ensure that this support information is saved with their and your project files, as the information will be needed for submission to the TWDB for official review. Be mindful of your applicable local and state procurement laws as they relate to your Prime Consultant's/Contractor's solicitation of subcontractors.

STEP 3A. REVIEW PHONE LOGS, FAX TRANSMITTAL LOGS, EMAIL DELIVERY RECIEPTS, MEETING SIGN-IN SHEET, MINORITY MEDIA POSTING, INTERNET & WEB POSTINGS, TRADE ASSOCIATION PUBLICATIONS AND OTHER GOVERNMENT PUBLICATIONS

If the Prime Consultant(s)/Contractor(s) chose one of the solicitation methods mentioned above, they are **required** to provide support documentation showing that the TWDB's required solicitation statement was included or mentioned. Review all support documentation to ensure that this requirement was met.

STEP 4. CLOSE COORDINATION

It is important for you and your Prime Consultant(s)/Contractor(s) to coordinate closely during all phases of your project to ensure that all DBE requirements have been met. Failure to do so may result in project delays or the inability to make use of State Revolving Fund program funds.

STEP 5. NOW THAT YOU HAVE COMPLETED YOUR REVIEW

Once you have completed your review of the Prime Consultant's/Contractor's solicitation efforts and have determined that they are in compliance, you should keep all documentation on file in the event it is requested for review by the TWDB or the U.S. Environmental Protection Agency. All of the Prime Consultant's/Contractor's DBE solicitation documentation should be included in the DBE compliance package submitted to TWDB.

CONTRACT ADMINISTRATION REQUIREMENTS

Each procurement contract signed by a recipient of financial assistance must include the following term and conditions:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Additionally, the following U.S. EPA DBE regulations apply:

- A recipient **must** require its Prime Contractor to pay its subcontractor for satisfactory performance no more than 30 days from the Prime Contractor's receipt of payment from the recipient.
- A recipient **must** be notified in writing by its Prime Contractor prior to any termination of a DBE subcontractor for convenience by the Prime Contractor.
- If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the Prime Contractor to employ the Six Good Faith Efforts described in 40 CFR § 33.301 if soliciting a replacement subcontractor.
- A recipient **must** require its Prime Contractor to employ the Six Good Faith Efforts even if the Prime Contractor has achieved its fair share objectives.

DBE PROGRAM LINKS

TWDB DBE Program Webpage: www.twdb.texas.gov/dbe

DBE Rules (40 CFR Parts 33, 35, and 40): www.epa.gov/sites/production/files/2013-09/documents/final_dbe_rule.pdf

How do I get DBE Certified & Finding Certified firms:

https://19january2017snapshot.epa.gov/sites/production/files/2013-09/documents/dbe_certification_process.pdf

DBE Frequently Asked Questions: <https://www.epa.gov/grants/frequently-asked-questions-disadvantaged-business-enterprises>

Recipient/Applicant Information Notice: <https://www.epa.gov/grants/rain-2019-g10>

APPENDIX A. GLOSSARY

- **Applicant** – a public or private utility seeking Equivalency funding from the Clean Water State Revolving Fund or the Drinking Water State Revolving Fund.
- **Broker** – a business that does not perform, manage, or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business.
- **Construction** – the erection, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other improvements to real property, and activities in response to a release or a threat of release of a hazardous substance into the environment, or activities to prevent the introduction of a hazardous substance into a water supply.
- **Non Construction** – not of, relating to, or involving the construction work.
- **Disadvantaged Business Enterprises (DBE)** – an entity owned or controlled by a socially and economically disadvantaged individual as described by Public Law 102-389 (42 U.S.C. §4370d) or an entity owned and controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. §7601 note); a Small Business Enterprise (SBE); a Small Business in a Rural Area (SBRA); or a Labor Surplus Area Firm (LSAF), a Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program. This term includes Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE).
- **Entity** – See “Applicant”.
- **Equipment** – items procured under a financial assistance agreement as defined by applicable regulations for the particular type of financial assistance received.
- **Equivalency funding** – a term used to categorize projects within the Clean Water State Revolving Fund program identified by the TWDB whose cumulative funding is in an amount equal to the capitalization grant awarded by EPA to the TWDB.
- **Fair Share Goals / Objectives** – are goals based upon the capacity and availability of qualified, certified MBEs and WBEs within the state for the procurement categories of construction, equipment, services, and supplies, compared to the number of all qualified entities within the state for the same procurement categories. The goals are negotiated every three years between the TWDB and EPA. A fair share objective is not a quota; a recipient cannot be penalized for not meeting its fair share objectives; and, once negotiated, fair share objectives remain in place for three years.
- **Fair Share Policy** – a policy maintained by the EPA relating to the “Good Faith Effort” to award a fair share of the work to contractors who are certified as Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) whenever procuring construction, supplies, services and equipment. The TWDB’s current negotiated fair share goals are available on page 2. Recipients are not required to meet the fair share goals; however, the EPA may take remedial action under 40 CFR §33.105 for failure to comply with DBE program requirements.
- **Financial Assistance Agreement** – a binding legal agreement between the recipients of financial assistance and the TWDB outlining the terms and conditions for the funding provided and the recipient’s obligations.

- **Force Account** – the part of the expense account of a public body (as a municipality) resulting from the employment of a labor force usually distinguished from the part resulting from contracting similar services with commercial agencies
- **Historically Underutilized Business (HUB)** – a small business organization that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- **Minority Business Enterprises (MBE)** – a Disadvantaged Business Enterprise (DBE) owned and/or controlled by a socially and economically disadvantaged individual other than a Small Business Enterprise (SBE), Labor Surplus Area Firm (LSAF), Small Business in Rural Areas (SBRA), or Women-owned Business Enterprise (WBE).
- **Prime Consultant** – consultants awarded a contract by the recipient of financial assistance, typically during the initial phases of a project; primarily the project’s consulting Engineer, Financial Advisor, and Bond/Legal Counsel.
- **Prime Contractor** – contractors awarded a contract by the recipient of financial assistance, typically during the construction phase of a project.
- **Construction Procurement** – the act of obtaining construction work.
- **Non Construction Procurement**- the act of obtaining and/or purchasing equipment, services, or supplies.
- **Recipient** – See “Applicant”.
- **Services** – a contractor’s labor, time or efforts provided in a manner consistent with normal business practices which do not involve the delivery of a specific end item, other than documents (e.g., reports, design drawings, specifications).
- **Six Affirmative Steps** – also referred to as the Six Good Faith Efforts, are the steps every recipient of financial assistance through the State Revolving Fund must follow, along with their Prime Consultant(s)/Contractor(s), in order to adequately offer the opportunity to make bids for work paid using these funds.
- **Six Good Faith Efforts** – See “Six Affirmative Steps”.
- **Small Business Enterprises (SBE)** – an organization, including its affiliates, independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR Part 121.
- **Subcontractor** – a business awarded a contract by a Prime Consultant/Contractor for specific work, services, supplies, or equipment.
- **Supplies** – items procured under a financial assistance agreement as defined by applicable regulations for the particular type of financial assistance received.
- **Women-owned Business Enterprises (WBE)** – a business which is at least 51% owned or controlled by women for purposes of EPA’s 8% statute or a business concern which is at least 51% owned and controlled by women for purposes of EPA’s 10% statute. Determination of ownership by a married woman in a community property jurisdiction will not be affected by her husband’s 50% interest in her share. Similarly, a business which is more than 50% owned by a married man will not become a qualified WBE by virtue of his wife’s 50% interest in his share.

APPENDIX B. EXAMPLE ADVERTISEMENTS (REQUEST FOR QUALIFICATIONS)

ADVERTISEMENT / INVITATION FOR BIDS REQUEST FOR SEALED PROPOSALS

The City of ____ will receive bids for the Lift Station and Sanitary Sewer Rehabilitation Project at ____ City Hall until 3:00 p.m., on the ____ day of _____, 2011, at the City ____ City Hall located on 123 Example St., _____, Texas 78516, at which time all bids will be received and publicly opened and read. Bids received after the closing time will be returned unopened. NO PRE-BID CONFERENCE WILL BE CONDUCTED.

This contract is subject to the Environmental Protection Agency's (EPA) Disadvantaged Business Enterprise (DBE) Program, which includes EPA-approved fair share goals toward procurement of Minority and Women-owned Business Enterprise (M/WBE) businesses. EPA rules require that applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts, and procurements to M/WBEs through demonstration of the six affirmative steps. For more details on the DBE Program and the current, applicable fair share goals, please visit www.twdb.texas.gov/dbe.

This contract is to be funded through a loan obtained from the Texas Water Development Board as part of the Clean Water State Revolving Fund. There are a number of special provisions for this funding that bidders, by submitting a bid, acknowledge understanding, including the following: A contract is contingent upon release of funds from the TWDB. Any contract or contracts awarded under this Notice to Bidders are expected to be funded in part by financial assistance from the TWDB. Neither the State of Texas nor any of its departments, agencies, or employees are or will be a party to this Invitation for Bids or any resulting contract.

Equal Opportunity in Employment - All qualified applicants will receive consideration for employment without regard to race, color, national origin, sex, religion, age, or handicap. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.

The project will consist of the following:

The City of ____ intends to replace/install/upgrade electrical controls and minor rehab for eight (8) lift stations remove and replace approx. 616 linear feet of 8" sanitary sewer line, remove and replace approx. 1,758 linear feet of 12" clay sanitary sewer line with a 15" PVC sanitary sewer line, remove and replace ten (10) 48" brick manholes with 48" fiberglass manholes.

Contract Documents, including Drawings and Technical Specifications are on file at the City of ____ City Hall or at the office of _____, at _____, _____. Please direct questions to _____.

Copies of the Contract Documents and Construction Plans can be examined at _____. Bidders, suppliers or sub-contractors may obtain copies of the Contract Documents for bidding purposes at ____ for a non-refundable payment of \$100.00 per set, checks made payable to _____. A Certified check or bank draft, payable to the order of City of _____ or negotiable U.S. Government Bonds (at par value) or a satisfactory Bid Bond executed by the Bidder of an acceptable surety in an amount equal to five percent (5%) of the total bid shall be submitted with each bid.

The City of _____ reserves the right to reject any or all bids or to waive any informality in the bidding. Bids may be held by the City of _____ for a period not to exceed sixty (60) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders' qualifications prior to the contract award.

Small and minority firms are encouraged to submit bids for this project.

ENGINEER, BOND COUNSEL, and FINANCIAL ADVISOR - REQUEST FOR QUALIFICATIONS

The City of _____ requests the submission of qualifications statements, which will lead to the possible award of a contract to provide _____ services for a project involving the City’s Water Treatment Facilities.

Scope of Work

The services to be obtained for the **Engineer** require: _____

The services to be obtained for the **Bond Counsel** require: _____

The services to be obtained for the **Financial Advisor** require: _____

Guidelines for Content of Qualification Statements

DO NOT INCLUDE COST INFORMATION with the qualification statement. Responses that include cost or pricing information will be rejected and will not be considered by the City.

Detailed instructions on preparation of the qualification statement must be obtained from the City. For more information on preparing and submitting the qualification statement, contact _____, City Administrator, at _____. This information should be requested as soon as possible in order to allow time to prepare the document and comply with the procedures.

Submittal Deadline

Three copies of the qualifications statement must be filed with the City by: _____.

Minimum Qualifications and Selection Criteria

The City will evaluate the proposals to determine which firm has the best qualifications.

Contract Terms and Negotiation Schedule

The consultant for *Bond Counsel, Financial Advisor, Engineering and Rate Consultant* services is expected to negotiate an agreement for services that is acceptable to the City. If an acceptable contract cannot be negotiated, the City may formally end negotiations and begin negotiating with the next highest qualified person or firm.

This contract is contingent upon release of funds from the Texas Water Development Board (TWDB). Any contract or contracts awarded under this Invitation for Bid (IFB) or Request for Qualifications (RFQ) are expected to be funded in part by a loan from the TWDB. Neither the State of Texas nor any of its departments, agencies, or employees are or will be a party to this IFB, RFQ, or any resulting contract. RFQ's are issued in accordance with Section 2254 of the Texas Government Code (Professional Services Act).

This contract is subject to the Environmental Protection Agency's (EPA) Disadvantaged Business Enterprise (DBE) Program, which includes EPA-approved fair share goals toward procurement of Minority and Women-owned Business Enterprise (M/WBE) firms. EPA rules require that applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts, and procurements to M/WBEs through demonstration of the six affirmative steps. For more details of the DBE Program and the current, applicable fair share goals, please visit www.twdb.texas.gov/dbe.

The City of _____ is an affirmative action/equal opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin. Small, minority, and women-owned business enterprises are encouraged to submit proposals.

APPENDIX C. HOW TO SEARCH THE CMBL AND HUB DIRECTORY

Visit the [Texas Procurement and Support Services \(TPASS\)](https://mycpa.cpa.state.tx.us/tpasscmbllsearch/index.jsp) website at <https://mycpa.cpa.state.tx.us/tpasscmbllsearch/index.jsp>.

The screenshot shows a web browser window with the URL <http://www.cpa.state.tx.us/procurement/cmbll/cmbllhub.html>. The page title is "Window on State Government". The main heading is "Centralized Master Bidders List (CMBL) & Historically Underutilized Business (HUB) Search".

Search:
 CMBL only, HUBs on CMBL, HUBs not on CMBL
 HUB Mentor Protege, All Vendors

Vendor ID: ?
Vendor Number: ?
Vendor Name: begins with Name ?
Include Inactive Vendors: ? **Small Businesses Only:** Yes, No

Selection 1: Class Code: Item: District:
Selection 2: Class Code: Item: District:
Selection 3: Class Code: Item: District: ?
[Class Code](#) | [Item Code](#) | [District](#)

Texas County:
City: begins with
Zip: begins with
Sort by: Vendor Name
Output as: Detail List
Results: return all matches

Output may contain coded information in [Hub Status](#) and [Reason Off CMBL](#)

Related Links:
[CMBL Registration](#)
[HUB Directory](#)
[HUB Mentor Protege Agreement Listing](#)
[System for Award Management \(EPLS\)](#)
[Debarred Vendors List](#)

NIGP Class-Item Codes contain 5-digits. To obtain the five-digit code, combine the three-digit class code with its corresponding two-digit item number.

Step 1: Go to the TPASS website.

Step 2: Select the type of business search: CMBL only, HUBs on CMBL, HUBs not on CMBL, HUB mentor protégé, or all vendors.

Step 3: Enter the respective commodity class, item and district codes (please see next page for related water and wastewater commodities) and click on Search.

Step 4: On the following page, select the information you would like to obtain from the database: contact information, address, business description, gender, ethnicity, and website.

Step 5: Search Results will appear with the requested information.

Step 6: Click on the Vendor ID or business name to pull up detailed vendor information to confirm HUB status (A = Active, N = Not HUB), contact information, and registered commodities.

Step 7: Gather physical or email contact information from the search results list.

Example National Institute of Government Purchasing (NIGP) Commodity Codes

Class	Item(s)	Description
890 (Water Supply, Groundwater, Sewage Treatment, and Related Equipment)	01 - 95	Equipment (various)
907 (Architectural and Engineering Services – Non-Professional)	42	Geotechnical – Soils
907 (Architectural and Engineering Services – Non-Professional)	75	Site Assessment and Site Field Observation
907 (Architectural and Engineering Services – Non-Professional)	83	Testing Services
912 (Construction Services, General)	16	Boring, Drilling, Testing, Soundings
912 (Construction Services, General)	23	Construction, General (Backfill Services, Digging, Ditching, Road Grading, Rock Stabilization)
912 (Construction Services, General)	40	Demolition Services
912 (Construction Services, General)	44	Excavation Services
912 (Construction Services, General)	75	Quality Control Testing Services
913 (Construction Services, Heavy – Including Maintenance and Repairs)	39	Construction, Pipe Culvert
913 (Construction Services, Heavy – Including Maintenance and Repairs)	40	Construction, Pipeline
913 (Construction Services, Heavy – Including Maintenance and Repairs)	45	Construction, Sewer and Storm Drain
913 (Construction Services, Heavy – Including Maintenance and Repairs)	47	Construction, Sidewalk and Driveway
913 (Construction Services, Heavy – Including Maintenance and Repairs)	56	Construction, Utility/Underground Projects
913 (Construction Services, Heavy – Including Maintenance and Repairs)	59	Construction and Upgrades, Wastewater Treatment Plant
913 (Construction Services, Heavy – Including Maintenance and Repairs)	60	Construction, Water System/Plants, Main and Service Line
913 (Construction Services, Heavy – Including Maintenance and Repairs)	63	Lime Slurry Removal Services
913 (Construction Services, Heavy – Including Maintenance and Repairs)	77	Maintenance and Repair, Pipe Culvert
913 (Construction Services, Heavy – Including Maintenance and Repairs)	78	Maintenance and Repair, Pipeline (Includes Removal and Relocation)
913 (Construction Services, Heavy – Including Maintenance and Repairs)	81	Maintenance and Repair, Sewer and Storm Drain (Including Removal)
913 (Construction Services, Heavy – Including Maintenance and Repairs)	82	Maintenance and Repair, Sidewalk and Driveway (Including Removal)
913 (Construction Services, Heavy – Including Maintenance and Repairs)	89	Maintenance and Repair, Utility/Underground Projects
913 (Construction Services, Heavy – Including Maintenance and Repairs)	91	Maintenance and Repair, Wastewater Treatment Plant
913 (Construction Services, Heavy – Including Maintenance and Repairs)	92	Maintenance and Repair, Water System, Main and Service Line
914 (Construction Services, Trade (New Construction))	27 -88	Construction Trades (various)
918 (Consulting Services)	16	Archeological Consulting
918 (Consulting Services)	41	Energy Conservation Consulting

Class	Item(s)	Description
918 (Consulting Services)	42	Engineering Consulting
918 (Consulting Services)	43	Environmental Consulting
918 (Consulting Services)	46	Feasibility Studies (Consulting)
918 (Consulting Services)	55	Geological Consulting and Study
918 (Consulting Services)	72	Lakes, Rivers, and Other Waterway Management Consulting Services
918 (Consulting Services)	74	Legal Consulting
918 (Consulting Services)	97	Utilities: Gas, Water, Electric Consulting
925 (Engineering Services, Professional)	17	Civil Engineering
925 (Engineering Services, Professional)	24	Desalination (Process and Facilities) Engineering
925 (Engineering Services, Professional)	28	Drainage Engineering
925 (Engineering Services, Professional)	33	Engineer Services, Professional
925 (Engineering Services, Professional)	34	Energy Management Engineering
925 (Engineering Services, Professional)	35	Environmental Engineering
925 (Engineering Services, Professional)	36	Engineering Services (Not Otherwise Classified)
925 (Engineering Services, Professional)	37	Facilities Design Services, Engineering
925 (Engineering Services, Professional)	44	General Construction: Management, Scheduling, Cost Estimation – Engineering
925 (Engineering Services, Professional)	45	Geological Engineering
925 (Engineering Services, Professional)	46	Geotechnical Engineering
925 (Engineering Services, Professional)	58	Irrigation; Drainage: Flood Control/Engineering
925 (Engineering Services, Professional)	61	Land Development and Planning/Engineering
925 (Engineering Services, Professional)	70	Municipal Engineering
925 (Engineering Services, Professional)	77	Pollution Control Engineering
925 (Engineering Services, Professional)	78	Power Generation, Transmission, Distribution - Engineering
925 (Engineering Services, Professional)	83	Sanitary Engineering
925 (Engineering Services, Professional)	87	Sewage Collection, Treatment, and Disposal Engineering
925 (Engineering Services, Professional)	96	Waste Water Treatment Engineering
925 (Engineering Services, Professional)	97	Water Supply, Treatment, and Distribution/Engineering
926 (Environmental and Ecological Services)	14	Air Pollution Control Services (Including Data Collection Research and Development, etc.)
926 (Environmental and Ecological Services)	23	Auditing Services, Environment
926 (Environmental and Ecological Services)	29	Contaminated Groundwater Services (Including Discharge Pipe Installation)
926 (Environmental and Ecological Services)	40	Ecological Services
926 (Environmental and Ecological Services)	41	Ecosystem Development, Management and Protection Services
926 (Environmental and Ecological Services)	42	Environmental Services (Not Otherwise Classified)
926 (Environmental and Ecological Services)	52	Impact Studies, Environmental
926 (Environmental and Ecological Services)	62	Noise Testing Services
926 (Environmental and Ecological Services)	70	Permitting Services, Environmental
926 (Environmental and Ecological Services)	72	Planning and Advisory Services, Environmental
926 (Environmental and Ecological Services)	83	Site Assessment, Environmental
926 (Environmental and Ecological Services)	85	Soil, Soil Vapor, and Groundwater Sampling and Analysis (Including Disposal)
926 (Environmental and Ecological Services)	88	Storm Water Discharge Testing Services
926 (Environmental and Ecological Services)	90	Subsurface Testing, Environmental

Class	Item(s)	Description
926 (Environmental and Ecological Services)	91	Tank Testing and Disposal Services, Storage (Including Underground Types)
926 (Environmental and Ecological Services)	94	Water Pollution Services
926 (Environmental and Ecological Services)	95	Water/Wastewater Conservation Services
926 (Environmental and Ecological Services)	96	Wetland Delineations (Including Assessments)
946 (Financial Services)	25	Banking Services
946 (Financial Services)	30	Cash/Securities and Bonding Services
946 (Financial Services)	38	Custom Brokerage Services (Including Stocks and Bonds)
946 (Financial Services)	48	Financial Advisor
946 (Financial Services)	49	Financial Services (Not Otherwise Classified)
946 (Financial Services)	56	Investment Management Services
946 (Financial Services)	60	Loan Administration
946 (Financial Services)	66	Monetary Systems (Including Analysis, Liquidity, Policy, etc.)
946 (Financial Services)	75	Securities and Commodities Market Services (Including Direct or Indirect Purchases, Sales and Transactions of Equities, Fixed Income, Options, and Derivatives on an Agency and Principal Basis)
946 (Financial Services)	85	Trusts, Estates and Agency Accounts
958 (Management Services)	05	Asset Management Services
958 (Management Services)	12	Bio-Solids Management Services
958 (Management Services)	26	Construction Management Services
958 (Management Services)	39	Financial Management Services
958 (Management Services)	77	Project Management Services
958 (Management Services)	85	Soil and Land Management Services (Including Testing, Protection, Preparation, Planning, etc.)
961 (Miscellaneous Services, No 1. (Not Otherwise Classified))	01	Archeological Services
961 (Miscellaneous Services, No 1. (Not Otherwise Classified))	32	Environmental Impact Studies
961 (Miscellaneous Services, No 1. (Not Otherwise Classified))	49	Legal Services, Attorney
961 (Miscellaneous Services, No 1. (Not Otherwise Classified))	85	Utility Services, Water
961 (Miscellaneous Services, No 1. (Not Otherwise Classified))	91	Water and Petroleum Pipeline Services
962 (Miscellaneous Services, No 2. (Not Otherwise Classified))	14	Blue Printing Services: Blue Prints, Blue Line, Large Engineering
962 (Miscellaneous Services, No 2. (Not Otherwise Classified))	39	Hauling Services
962 (Miscellaneous Services, No 2. (Not Otherwise Classified))	50	Leak Detection Services: Gas, Water, Chemical
962 (Miscellaneous Services, No 2. (Not Otherwise Classified))	52	Mapping Services (Including Cartography and Surveying Services (Not Aerial – See 902-33 and 905-10 for Aerial Mapping and Surveying Services)
962 (Miscellaneous Services, No 2. (Not Otherwise Classified))	92	Video Scanning of Sewers, Water Wells, etc.
962 (Miscellaneous Services, No 2. (Not Otherwise Classified))	94	Water Services, Bottled and Bulk Delivery (Tanker Services)

Class	Item(s)	Description
962 (Miscellaneous Services, No 2. (Not Otherwise Classified))	96	Well Services (Including Oil, Gas, and Water): Drilling, Plugging, Consulting, Maintenance and Repair
968 (Public Works and Related Services)	18	Back Flow Preventer Testing Services
968 (Public Works and Related Services)	47	Inspection Services, Construction Type
968 (Public Works and Related Services)	63	Relocation and/or Removal Services for Utility Works
968 (Public Works and Related Services)	66	Right of Way Services (Including Title, Appraisal, Negotiation, Closing, Relocation, Condemnation, etc.)
968 (Public Works and Related Services)	73	Storm Drain Cleaning, Repair, and Sludge Removal Services
968 (Public Works and Related Services)	78	Tank Installation, Removal, Disposal, and Related Services (Including Septic and Underground Type)
968 (Public Works and Related Services)	91	Water Supply Analysis, Infrastructure Analysis, Water Quality Analysis, and Long-Term Planning
968 (Public Works and Related Services)	92	Water Supply Plant Operating and Monitoring System Services (Including Water Resources Development and Water Quality Management Services)
968 (Public Works and Related Services)	96	Water and Wastewater Treatment Services

APPENDIX D. EXAMPLES OF DIRECT SOLICITATIONS

Example Call/Fax Log

For facsimiles, a copy of one of the faxed information should be provided with the completed TWDB-0216 form submission.

**DBE Call Log
City of Yaleville Water Treatment Plant Project
DWSRF**

Date: 10/15/16
Contact: Carl Sagan, Manager
Company: Goldberg Instruments LLC
Phone No.: 313.555.7199
Certification: Not a MBE/WBE
Comments: Requested a quote on lab equipment for water quality testing. Emailed the ad used in The Yaleville Hollar classifieds.

Date: _____
Contact: _____
Company: _____
Phone No.: _____
Certification: _____
Comments: _____

Date: 10/15/16
Contact: Neil deGrasse Tyson, Owner
Company: N.E.G. Instruments, LLC
Phone No.: 313.555.1000
Certification: MBE, Certified by City of Austin
Comments: Requested a quote on lab equipment for water quality testing. Emailed this ad from The Yaleville Hollar classifieds.

Date: _____
Contact: _____
Company: _____
Phone No.: _____
Certification: _____
Comments: _____

Date: 10/16/16
Contact: Michio Kaku, President
Company: Bottom Page Instrument Company
Phone No.: 313.559.4322
Certification: MBE, Certified by Texas D.O.T.
Comments: Requested a quote on lab equipment for water quality testing.

Date: _____
Contact: _____
Company: _____
Phone No.: _____
Certification: _____
Comments: _____

Date: _____
Contact: _____
Company: _____
Phone No.: _____
Certification: _____
Comments: _____

Date: _____
Contact: _____
Company: _____
Phone No.: _____
Certification: _____
Comments: _____

Date: _____
Contact: _____
Company: _____
Phone No.: _____
Certification: _____
Comments: _____

Date: _____
Contact: _____
Company: _____
Phone No.: _____
Certification: _____
Comments: _____

Example Email

From: Felix Stanton
Sent: Monday, November 28, 2016 4:32 PM
To: Rose Mendoza (rmendoza@shiplap.com)
Subject: Yaleville WTP RFT

Importance: High

Attachments: Yaleville WTP Project RFT

Ms. Mendoza,

The City of Yaleville is seeking a response to this Request for Tender (RFT) for lab equipment for water quality testing.

Example US Mail

Along with the Certified mail receipts (shown below), a copy of one of the mailed letters should be provided with the completed TWDB-0216 form submission.

7011 3500 0000 7522 1266

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

COLLEYVILLE TX 76034

Postage	\$ 0.45	0086
Certified Fee	\$2.95	15 Postmark Here
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 3.40	12/12/2012

Sent to
 Street, Apt. No. or PO Box No.
 City, State, ZIP
 Thompson Terrace
 Colleyville, Texas 76034

PS Form 3800

7011 3500 0000 7522 1295

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

AUSTIN TX 78757

Postage	\$ 0.45	0086
Certified Fee	\$2.95	15 Postmark Here
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 3.40	12/12/2012

Sent to
 Street, Apt. No. or PO Box No.
 City, State, ZIP
 Northcross Drive, Suite 211
 Austin, Texas 78757

PS Form 3800

7011 3500 0000 7522 1301

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

AUSTIN TX 78739

Postage	\$ 0.45	0086
Certified Fee	\$2.95	15 Postmark Here
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 3.40	12/12/2012

Sent to
 Street, Apt. No. or PO Box No.
 City, State, ZIP
 Lost Oasis Hollow
 Austin, Texas 78739

PS Form 3800

7011 3500 0000 7522 1316

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

DALLAS TX 75219

Postage	\$ 0.45	0086
Certified Fee	\$2.95	15 Postmark Here
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 3.40	12/12/2012

Sent to
 Street, Apt. No. or PO Box No.
 City, State, ZIP
 Turtle Creek Boulevard,
 Suite 1151
 Dallas, Texas 75219

PS Form 3800

7011 3500 0000 7522 1325

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

SUGAR LAND TX 77479

Postage	\$ 0.45	0086
Certified Fee	\$2.95	15 Postmark Here
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 3.40	12/12/2012

Sent to
 Street, Apt. No. or PO Box No.
 City, State, ZIP
 Southwest Freeway, Suite 227
 Sugar Land, Texas 77479

PS Form 3800

f

ATTACHMENT 1 – AFFIRMATIVE STEPS CERTIFICATION AND GOALS (TWDB-0215)

To download this document, view [TWDB-0215](#) from the TWDB website

FOR OFFICE USE ONLY Commitment # _____	TWDB-0215 APPLICANT/ENTITY TEXAS WATER DEVELOPMENT BOARD AFFIRMATIVE STEPS CERTIFICATION and GOALS	TWDB-0215 Revised 04/01/2024
I. PROJECT INFORMATION		
TWDB Project Number	Applicant/Entity Name	Total of TWDB Funding Request
		Program Type (insert "X" for all that apply)
		<input type="checkbox"/> Drinking Water SRF (DWSRF)
		<input type="checkbox"/> Clean Water SRF (CWSRF)
II. GOOD FAITH EFFORT (Applicable to all PRIME contracts awarded by the applicant/entity)		
I understand that it is my responsibility to comply with all state and federal regulations and guidance in the utilization of Minority and Women-Owned Businesses in procurement. I certify that I will make a good faith effort to afford opportunities for Minority Business Enterprise (MBE), and Women-Owned Business Enterprise (WBE) by:		
1. Including qualified MBEs and WBEs on procurement solicitation lists		
2. Soliciting potential MBEs and WBEs		
3. Reducing contract size/quantities when economically feasible to permit maximum participation by MBEs and WBEs		
4. Establishing delivery schedules to encourage participation by MBEs and WBEs		
5. Using the services and assistance of the Small Business Administration, Minority Business Development Agency, U.S. Department of Commerce, and Texas Marketplaces		
6. Requiring all Prime Consultants/Contractors to follow steps 1-5 listed above in employing MBE and WBE Subcontractors		
Signature - Applicant/Entity Representative	Title (print legibly)	Date
III. PROJECT PARTICIPATION ESTIMATES		
The Cost Categories mentioned below are goals. These goals are neither standards nor quotas. Recipients of financial assistance are not required to meet the fair share objectives. They must, however, acknowledge that they are aware of and are actively pursuing the fair share objectives with their procurements.		
Cost Category	Potential MBE Participation Goal	Potential WBE Participation Goal
Construction	24.50%	11.34%
Non-Construction	24.05%	19.35%
Total Combined Construction and Non-Construction	24.16%	17.38%
The fair share goals listed above are required by 40 CFR Part 33 Subpart D and are directly negotiated with EPA Region 6. Entities receiving federal financial assistance are subject to the TWDB's goals and may not be substituted with other agency or program goals.		
IV. TWDB APPROVAL SIGNATURE		
Signature indicates the form meets DBE Requirements.		
DBE Coordinator	Approval Date	

ATTACHMENT 2 – AFFIRMATIVE STEPS CERTIFICATION AND GOALS (TWDB-0216)

To download this document, view [TWDB-0216](#) from the TWDB website.

Page 1 of 2 TWDB-216
Revised 04/01/2024

FOR OFFICE USE ONLY
Commitment# _____

**TWDB-0216
TEXAS WATER DEVELOPMENT BOARD
AFFIRMATIVE STEPS SOLICITATION REPORT**

I. PROJECT INFORMATION

TWDB Project Number	Applicant/Entity Name	Total TWDB Funding Request	Program Type (insert "X" for all that apply)
			<input type="checkbox"/> Drinking Water SRF (DWSRF) <input type="checkbox"/> Clean Water SRF (CWSRF)

Project Name: _____

Solicitation By: Applicant/Entity OR Prime Contracted Business:

Project Phase: Prior to Closing Release of funding for PADs Construction Contract #.

II. SOLICITATION METHOD(S) UTILIZED

All at least two methods of solicitation are required. Select the method(s) utilized for the solicitation. Copies of the actual postings, direct contact email/phone log, etc. must be attached to this form as support documentation for each method used. Failure to adequately follow these steps will result in the requirement to complete additional steps in order to become compliant.

Newspaper Advertisements Meetings or Conferences Trade Association Publications
 Minority Media Internet & Web Postings Other Government Publications
 Direct Contact by Phone, Fax, USPS Mail, or Email

**If using direct contact, entities must solicit to a minimum of 3 businesses/firms (at least one being a DBE) for each category of contract sought (i.e., construction, supplies, equipment, or services) to demonstrate a Good Faith Effort. DBE businesses/firms may be contacted to certify compliance.*

III. PROJECT BIDDERS LIST:

List on the following table, or provide on a separate list, only the business entities directly solicited for procurement or that submitted a bid for consideration.

Instructions for Columns 1 - 5	1 - List the actual date business was contacted 2 - Full business name (line one) & point of contact (line two) 3 - Business address 4 - Telephone number 5 - Email address for the business
Instructions for Column 6	Enter one of the following procurement or contract categories: Construction or Non-Construction (SUPPLIES – EQUIPMENT – SERVICES) <i>For detailed definitions, review guidance document, TWDB-0210.</i>
Instructions for Column 7	Enter the type of business: MBE - Minority Business Enterprise, WBE - Women-owned Business Enterprise, or OTHER - Company or firm is Non-MBE or WBE

Notice: Entities receiving State Revolving Fund financial assistance must create and maintain a Bidders List if the entity is subject to, or chooses to follow, competitive bidding. The Bidders List must include all firms that bid or quoted on contracts under EPA assisted projects, including both MBE/WBEs and non-MBE/WBEs. Entities must keep all Bidders Lists until project completion or the recipient is no longer receiving EPA funding under the loan, whichever is later. Entities with loans totaling less than \$250,000 during a state fiscal year are exempt from the Bidders List requirement but must still meet DBE program requirements. The Bidders List requirement also applies to all Prime Contracted Businesses/Firms that make subcontracting.

ATTACHMENT 2 – AFFIRMATIVE STEPS CERTIFICATION AND GOALS (TWDB-0217)

To download this document, view [TWDB-0217](#) from the TWDB website.

FOR OFFICE USE ONLY: Commitment # _____	TWDB-0217	TWDB-0217 Revised 04/01/2024
TEXAS WATER DEVELOPMENT BOARD (TWDB) PRIME CONSULTANT/CONTRACTOR CERTIFICATION		
I. PROJECT INFORMATION		
TWDB Project Number	Applicant/Entity Name	Total of TWDB Funding
		Program Type (insert "X" for all that apply)
		<input type="checkbox"/> Drinking Water SRF (DWSRF)
		<input type="checkbox"/> Clean Water SRF (CWSRF)
Prime Consultant/Contractor: _____		
Contract Number: _____		Contract Amount: _____
II. GOOD FAITH EFFORT (Applicable to all subcontracts awarded by the prime contractor/consultant)		
I understand that it is my responsibility to comply with all state and federal regulations and guidance in the utilization of Minority and Women-owned Businesses in procurement. I certify that I will make a "good faith effort" to afford opportunities for Minority Business Enterprise (MBE), and Women-owned Business Enterprise (WBE) by:		
1. Including qualified MBEs and WBEs on procurement solicitation lists		
2. Soliciting potential MBEs and WBEs		
3. Reducing contract size/quantities when economically feasible to permit maximum participation by MBEs and WBEs		
4. Establishing delivery schedules to encourage participation by MBEs and WBEs		
5. Using the services and assistance of the Small Business Administration, Minority Business Development Agency, U.S. Department of Commerce, and Texas Marketplace		
6. Submitting documentation to the Applicant/Entity to verify good faith effort, steps 1-5.		
<input type="checkbox"/> EXCEPTION: As the Prime Consultant/Contractor, I certify that I have reviewed the contract requirements and found no available subcontracting opportunities. I also certify that I will fulfill 100 percent of the contract requirements with my own employees and resources. (Check if applicable)		
Signature – Prime Consultant/Contractor	Title (print legibly)	Certification Date
III. PROJECT PARTICIPATION ESTIMATES		
The Cost Categories mentioned below are goals. These goals are neither standards nor quotas. Recipients of financial assistance are not required to meet the fair share objectives. They must, however, acknowledge that they are aware of and are actively pursuing the fair share objectives with their procurements.		
Cost Category	Potential MBE Participation Goal	Potential WBE Participation Goal
Construction	24.50%	11.34%
Non-Construction	25.05%	19.35%
Total Combined Construction and Non-Construction	24.16%	17.38%
The fair share goals listed above are required by 40 CFR Part 33 Subpart D and are directly negotiated with EPA Region 6. Entities receiving federal financial assistance are subject to the TWDB's goals and may not be substituted with other agency or program goals.		
IV. TWDB APPROVAL SIGNATURE		
Signature indicates the form meets DBE Requirements.		
DBE Coordinator	Approval Date	

ATTACHMENT 4 – PARTICIPATION SUMMARY (TWDB-0373)

To download this document, view [TWDB-0373](#) from the TWDB website.

Page 1 of 2 TWDB-0373
Revised 04/01/2024

FOR OFFICE USE ONLY
Commitment # _____

**TWDB-0373
TEXAS WATER DEVELOPMENT BOARD
PARTICIPATION SUMMARY
PROJECT INFORMATION**

TWDB Project Number	Applicant/Entity Name	Total TWDB Funding Request	Program Type (insert "X" for all that apply)
			<input type="checkbox"/> Drinking Water SRF (DWSRF) <input type="checkbox"/> Clean Water SRF (CWSRF)

Project Name: _____

Solicitation By: Applicant/Entity OR Prime Contracted Business: _____

Project Phase: Prior to Closing Release of funding for PADs Construction Contract # _____

Instructions

Column 1 Enter the full name, street address, city/state/zip for each firm awarded a contract for the project.

Column 2 Enter one of the following procurement or contract categories:
CONSTRUCTION / NON-CONSTRUCTION (Services; Equipment; Supplies)

Column 3 Enter the type of business: **MBE (Minority Business Enterprise), WBE (Women-owned Business Enterprise),** or **OTHER (NOTE: OTHER = Company or firm is Non-MBE or WBE)**

Column 4 Enter the exact amount of the awarded contract.

Column 5 Enter the exact date the contract was executed or the proposed date of contract execution.

If valid MBE/WBE firms are awarded contracts, a copy of their certification is required to be attached with this form for each MBE/WBE business listed.

Notice: Brokers may not be listed below as an MBE or WBE. A broker is a firm that does not perform, manage, or supervise the work of its sub/contract in a manner consistent with the normal business practices for sub/contractors in its line of business. For more specifics, review guidance document, TWDB-0210.

I. LIST OF ACTUAL CONTRACTS/PROCUREMENTS

	Column 1 Name & Address of Contracted Firm/Vendor	Column 2 Procurement Category Construction Or Non-Construction	Column 3 MBE/WBE Status	Column 4 Contract Amount (\$)	Column 5 Contract Execution Date
1.					
2.					
3.					
4.					
5.					
6.					

(Table continues on the next page)

General Decision Number: TX20190081 01/04/2019

Superseded General Decision Number: TX20180113

State: Texas

Construction Type: Heavy

Counties: Menard and Sterling Counties in Texas.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019

SUTX2009-132 04/21/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 13.00	0.00

LABORER: Common or General.....	\$ 10.67	1.20
LABORER: Pipelayer.....	\$ 10.07	0.00
OPERATOR: Backhoe/Trackhoe.....	\$ 12.16	0.96
OPERATOR: Bulldozer.....	\$ 14.25	0.00
OPERATOR: Front End Loader.....	\$ 11.13	0.00
TRUCK DRIVER.....	\$ 8.91	0.24

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

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

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

order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION



Texas Water Development Board
Guidance on Davis-Bacon Wage Rate
Requirements for State Revolving Fund
Programs

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Forms and Guidance:

The Texas Water Development Board (TWDB) forms and guidance documents noted in this instruction document may be accessed through the TWDB Financial Assistance website at:

<http://www.twdb.texas.gov/financial/instructions/index.asp>

Search by either the document number or name.

I. OVERVIEW

Davis-Bacon and Related Acts (Davis-Bacon) prevailing wage requirements apply to the construction, alteration, or repair of treatment works carried out, in whole or in part, with assistance made available by the Clean Water State Revolving Fund (CWSRF) and to any construction project carried out, in whole or in part, by assistance made available by the Drinking Water State Revolving Fund (DWSRF). The Lead Service Line Replacement (LSLR) Program and Emerging contaminants (EC) Programs are funded under DWSRF (LSLR and EC) and CWSRF (EC) and are subject to Davis-Bacon.

For the CWSRF and DWSRF programs, the Davis-Bacon prevailing wage requirements apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair, including painting and decorating, of public buildings or public works. This includes any treatment works project under the CWSRF or any construction project under the DWSRF.

Contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The prevailing wage requirements apply to all State Revolving Fund (SRF) financial assistance projects, under which the Environmental Protection Agency assists through federal grants and loans, and loan guarantees.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act (CWHSSA), as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to Davis-Bacon covered contracts.

II. ROLES AND RESPONSIBILITIES

The following generally lists the roles and responsibilities. The responsibilities are not all-inclusive, but a general summary for each party.

TWDB Responsibilities include:

- Verify bidding documents include wage determinations.
- Verify prime contractor contracts contain wage determinations and labor provisions.
- Responsible for reviewing weekly contractor certified payroll submissions.
- Conduct onsite interviews with laborers and mechanics.
- Conduct spot-check reviews of payrolls and related records, as necessary.
- Report potential violations.
- Maintain full documentation for at least 3 years.

Applicant/Subrecipient Responsibilities include:

- Obtaining Department of Labor's wage determinations from the SAM.gov website.
- Verify bidding documents include wage determinations.
- Verify prime contractor contacts contain wage determinations and labor provisions.
- Responsible for reviewing weekly contractor certified payroll submissions.
- Conduct onsite interviews with laborers and mechanics.
- Conduct spot-check reviews of payrolls and related records, as necessary.
- Report potential violations.
- Maintain full documentation for at least 3 years.

Prime Contractor Role Responsibilities Include:

- Post Davis-Bacon Posters at the job site.
- Post prevailing wage rates at the job site.
- Provide confidential space for interviews.
- Provide records upon request.
- Prepares and submits certified payrolls for its own employees to contracting officer weekly.
- Submits certified payrolls for all subcontractor employees to contracting officer weekly.
- Reviews wage determination and works with contracting officer to request additional classifications when needed.
- Provides subcontractors with labor standards, guidance, and responsibilities concerning Davis-Bacon requirements.

Subcontractor Role Responsibilities Include:

- Prepares & submits certified payrolls each week for its own employees to prime contractor.
- Provides lower tier subcontractors with labor standards, guidance, and responsibilities concerning Davis-Bacon requirements.
- Reviews wage determination and works with prime contractor to obtain additional classifications if needed.
- Posts Davis-Bacon Poster and wage determinations on job site.
- Gives interviewer confidential access to employees onsite.

III. WAGE RATE REQUIREMENTS

The following wage rate requirements apply to entities receiving financial assistance under the CWSRF and DWSRF programs and will be incorporated into the associated legal instruments. **These entities, such as cities, districts, water supply corporations or private companies, are referred to as "subrecipients" within this document.**

Subrecipients must adhere to the requirements in Sections 1-5 in Appendix 1 (for governmental entities) or Appendix 2 (for non-governmental entities).

1. CWSRF

A subrecipient must comply with the requirements of section 513 of the Federal Water Pollution Control Act (33 U.S.C. 1372) in all procurement contracts and must require contractors to include compliance with section 513 of the Federal Water Pollution Control Act in all subcontracts and other lower tiered transactions. All contracts and subcontracts for the treatment works construction project must contain in full in any contract in excess of \$2,000 the wage rate requirements contract clauses prescribed by TWDB. Section 513 requires compliance with 40 U.S. Code Sections 3141 to 3144, 3146, and 3147 covering wage rate requirements.

2. DWSRF

A subrecipient must comply with the requirements of section 1452(a)(5) of the Safe Drinking Water Act (42 U.S.C.300j-12(a)(5)) in all procurement contracts and must require contractors to include compliance with section 1452(a)(5) of the Safe Drinking Water Act in all subcontracts and other lower tiered transactions. All contracts and subcontracts for the construction project must contain in full in any contract in excess of \$2,000 the wage rate requirements contract clauses prescribed by TWDB. Section 1452(a)(5) (42 U.S.C.300j-12(a)(5)) requires compliance with 42 U.S.C.300j-9(e) which in turn requires compliance with 40 U.S. Code Sections 3141 to 3144, 3146, and 3147 covering wage rate requirements.

IV. COMPLIANCE PROCEDURES

To be held in compliance and satisfy this federal requirement, entities will need to do the following:

1. Wage Determination

U.S. Department of Labor (DOL) wage determination must be included in the bidding and contract documents. DOL wage determinations may be obtained online at <https://sam.gov/content/wage-determinations>. Once it is determined that Davis-Bacon wage rates will apply to a construction contract, the subrecipient's contracting organization must state in the solicitation that Davis-Bacon prevailing wage rates are applicable and bid packages must include the current Davis-Bacon general wage determination for the area where construction will occur (generally this is the project county). While the solicitation remains open, the subrecipient must monitor <https://sam.gov/content/wage-determinations> on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The subrecipients must amend the solicitation if the DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipient may request a finding from TWDB that there is not a reasonable time to notify interested contractors of the modification of the wage determination.

If a contract is not awarded within 90 days after bid opening, any revised general wage determination issued prior to award of the contractor is effective for that contract; unless the TWDB, at the request of the subrecipient, requests and obtains an extension of the

90-day period from DOL ([29 CFR 1.6\(c\)\(2\)\(ii\)\(D\)](#)).

Wage determinations must be updated after contract award when (1) the contract has a change order that adds substantial construction, alternation, and/or repair work not within the original scope and the contract time is extended, or (2) the contract is a “work order” type contract (a general commitment to construction as the need arises, but exact construction is not necessarily specified). For “work order” type contracts, the most recent revision(s) of any applicable wage determination(s) on each anniversary date of the contract’s award (or each anniversary date of the beginning of construction when there is no award). (29 CFR 1.6(c)(2)(iii))

2. Insert wage rate requirements in full for all contracts and subcontracts in excess of \$2,000

The subrecipient must ensure all prime contracts require the same full text in any subcontracts. Davis Bacon applies regardless of whether the terms and conditions are included or not in all contracts and subcontracts. **Include the following text in all contracts**, “By accepting this award, the EPA Subrecipient acknowledges and agrees to the terms and conditions provided in the [DBRA requirements for contractors](#).”

If the subrecipient is a governmental entity such as a city or district, it must insert in full the contract clauses found in Appendix 1, Section 3, Section 4 (if the contract exceeds \$100,000), and Section 5.

If the subrecipient is a non-governmental entity such as a water supply corporation or a private company, it must insert in full the contract clauses found in Appendix 2, Section 3, Section 4 (if the contract exceeds \$100,000), and Section 5.

3. Monthly Certification

A Monthly Davis Bacon Wage Rate Certificate of Compliance must be completed by the subrecipient of the SRF funding and submitted monthly to TWDB once construction has begun. (Use [Monthly Davis Bacon Wage Rate Certificate of Compliance Submittal by Owner \(Subrecipient\) DB-0154](#)).

4. Contractor Payroll Requirements

The contractor is required to pay the prevailing wage rates on a weekly basis to laborers and mechanics in accordance with the requirements of [29 CFR 5.5](#), which are incorporated into the actual construction contract. Contractors/subcontractors must furnish weekly a statement with respect to the wages paid to each employee during the preceding week. The signature by the contractor, subcontractor, or authorized officer/employee must be an original handwritten signature or a legally valid electronic signature (e.g., DocuSign). They may use the Department of Labor (DOL) Payroll Form WH-347 and weekly Statement of Compliance on the reverse, or their own payroll form with all of the same data elements as the DOL Payroll Form WH-347, and the TWDB’s form, [Statement of Compliance Certification by Contractor for SRF, DB-0155](#). The DOL Payroll Form WH-347 can be found under the forms section of this document or at the following link: www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification. (See [DOL Payroll Form WH-347](#))

5. Interviews

The subrecipient must periodically interview a sufficient number of employees entitled to the Davis-Bacon prevailing wages to verify that contractors or subcontractors are paying the appropriate wage rates. All interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) found at the following link: https://www.gsa.gov/system/files/SF_1445.pdf or equivalent documentation to memorialize the interviews. The subrecipient must establish and follow an interview schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. Subrecipients must immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. (See Section 5 of Appendix 1 [governmental entities] and Appendix 2 [non-governmental entities]).

6. Payroll Records

Certified payroll must be delivered by the contractor or subcontractor within seven (7) days after the regular payment date of the payroll period. Certified payroll records are required to be retained by the subrecipient and contractor for three (3) years after completion of the construction project. The subrecipient must periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. (See Section 5 of Appendix 1 and 2).

The payroll records must include the following: the name, Social Security number, last known address, telephone number, and email address of each laborer and mechanic; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

7. Wage Rates Poster

Post the required Poster (WH-1321) and applicable wage rates at the construction site in a prominent and accessible place where it can be easily seen by the workers. The wage rate poster may be found at www.dol.gov/whd/programs/dbra/wh1321.htm. (See [Davis-Bacon Wage Rate Poster, WH-1321](#))

8. Report Violations

Subrecipients must immediately report violations of the Davis-Bacon prevailing wage requirements to the EPA Davis-Bacon Coordinator listed in the assistance agreement and to the appropriate DOL Wage and Hour Division (WHD) Office listed at <http://www.dol.gov/whd/america2.htm>. (See Section 5 of Appendix 1 and Appendix 2.)

V. DAVIS-BACON GENERAL WAGE DETERMINATIONS

A "wage determination" is the listing of wage and fringe benefit for each classification of laborers and mechanics which the Administrator of the Wage and Hour Division of the U.S. DOL has determined to be prevailing in a given area for a particular type of construction.

In general, the project area is the county where the project will take place. For the type of construction, the Davis-Bacon Wage Determinations are classified by the nature of the construction projects performed, specifically listed as "schedules": residential, building, highway, and heavy construction. A brief outline of the definitions for each schedule is listed below.

- **Construction Type: Residential determination**
This determination includes the construction, alteration or repair of single-family houses, apartment buildings of no more than four stories in height. This includes all incidental items such as site work, parking areas, utilities, streets, and sidewalks.
- **Construction Type: Building determination**
This determination includes construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies; all construction of such structures; the installation of utilities and of equipment, both above and below grade levels; as well as incidental grading, utilities and paving. Such structures need not be "habitable" to be building construction. Also, the installation of heavy machinery and/or equipment does not generally change the project's character as a building.
- **Construction Type: Highway determination**
This determination includes construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction.
- **Construction Type: Heavy determination**
This determination includes those projects that are not properly classified as either "building," "highway," or "residential." Unlike these classifications, heavy construction is not a homogenous classification. Because of this catch-all nature, projects within the heavy classification may sometimes be distinguished on the basis of their particular project characteristics, and separate schedules may be issued for dredging projects, water and sewer line projects, dams, major bridges, and flood control projects.

Entities should review their contractor's wage decisions and confirm they provide an adequate classification of the labor required for the specific construction contract. Most CWSRF and DWSRF projects will fall under the "Heavy" construction type, but entities should ask their consulting engineers if unsure.

Some contracts or projects may require more than one general schedule to be included depending on the nature and extent of the work (i.e. a building is constructed in a water

treatment facility). This is described in more detail in DOL's All Agency Memorandum 130 with Addendum 131. See the DOL's website <http://www.dol.gov/whd/programs/dbra/memorand.htm>. In such cases, the contracting agency must incorporate the applicable wage determination for each type of construction involved that is anticipated to be substantial. The contracting agency is responsible for designating the specific work for which each incorporated wage determination applies ([29 CFR 1.6\(b\)\(1\)](#)). The contracting agency should designate the work or part thereof applies per Federal Acquisition Regulations (FAR) 22.404-2 thru 404-3 (www.acquisition.gov/far/22.404-2). Should overlaps occur in the wage classification schedules for the contract(s), the Owner may consider adopting the higher rate classification.

<https://www.acquisition.gov/browse/index/far>

In all cases, the entity is responsible to ensure an adequate classification is provided for compliance with the law. Where Contractors alert the Owner that the classification is inadequate, the Owner should work with the Contractor and the DOL to address any valid concerns. See the Contact Information in Section VI, herein, for additional resources.

VI. REQUESTING ADDITIONAL WAGE DETERMINATION (USING SF-1444)

If the wage determinations found at <https://sam.gov/content/wage-determinations> are missing a wage rate needed for the specific job classification, construction type, and/or project location, it will be necessary to seek a conformance from U.S. Department of Labor (DOL). A conformance is a customized wage rate generally negotiated by the contractor and his or her employee(s) and approved by DOL and is only valid for the particular project for which it is granted.

Contractors are responsible for (1) determining the appropriate staffing necessary to perform the contract work, (2) complying with minimum wage and benefits requirements for each classification performing work; and (3) initiating the request for approval for additional classification along with the proposed wage and benefit rates.

The awarded Contractor initiates the request to prepare the form SF 1444. Ideally, the conformance process should be initiated after the bid is awarded, but before work has started on the project. Once the bid is awarded, the subrecipient should ask the winning bidder to review the wage determination to assess whether any job classifications necessary for the completion of the project are missing from the DOL's wage determination for the project's area.

The prime contractor for the SRF construction contract initiates the conformance request by completing a Standard Form (SF) 1444 – Request for Authorization of Additional Classification and Rate.

See Appendix 3 for instructions on completing SF 1444 – Request for Authorization of Additional Classification and Rate.

VII. CONTACT INFORMATION

All questions regarding Davis-Bacon guidance can be directed to:

- U.S. Department of Labor Wage and Hour Division
1-866-4USWAGE (1-866-487-9243), TTY: 1-877-889-5627,
Monday-Friday 8 a.m. to 8 p.m. Eastern Time.

If you require further information about Davis-Bacon and how to apply it to your project, please contact the Texas Water Development Board [Project Team Manager for your region](#).

Additional Resources:

1. For Wage Determinations applicable to construction projects in Texas:
<https://sam.gov/content/wage-determinations>
2. For more information on prevailing wage and wage determinations visit the Prevailing Wage Resources: www.dol.gov/agencies/whd/government-contracts/construction/seminars/resources
3. The United States Department of Labor website:
www.dol.gov/whd/govcontracts/dbra.htm

The webpage provides an overview, compliance assistance material, poster information, recordkeeping, DOL contact information and more.
4. Davis-Bacon and Related Acts (DBRA) Frequently Asked questions
More in-depth information can be accessed at the Department of Labor (DOL) website:
www.dol.gov/whd/programs/dbra/faqs.htm
5. All Agency Memorandum No. 244 Final Rule: Updating the Davis-Bacon and Related Acts Regulations at DOL website:
www.dol.gov/sites/dolgov/files/WHD/AAM/AAM244.pdf

Memorandum No. 244 provides an overview of the most significant provisions of the Department's recently published final rule, Updating the Davis-Bacon and Related Acts Regulations, as well as an explanation of when the various provisions became effective.

All Agency Memoranda are available on the DOL website:
www.dol.gov/agencies/whd/government-contracts/construction/all-agency-memorandum.

6. Updating the Davis-Bacon and Related Acts Regulations on the DOL website:
www.dol.gov/agencies/whd/government-contracts/construction/rulemaking-davis-bacon

This webpage provides additional information on the Final Rule for the Davis-

Bacon and Related Acts, that took effect on October 23, 2023. It includes a webinar, comparison chart, and text of the final rule.

7. Davis-Bacon and Related Acts for EPA grant awards including links to EPA requirements for subrecipients and contract provisions for Contractors and Subcontractors on EPA website: www.epa.gov/grants/davis-bacon-and-related-acts-dbra

1. Contact Information – Department of Labor Texas Offices

<p>Dallas District Office US Dept. of Labor Wage & Hour Division 575 S. Griffin, Ste. 707 Dallas, TX 75202</p>	<p>Phone: (817) 861-2150 1-866-4-USWAGE (1-866-487-9243)</p>	<p>Jesus Valdez District Director</p>
<p>Houston District Office US Dept. of Labor Wage & Hour Division 8701 S. Gessner Drive, Suite 1164 Houston, TX 77074-2944</p>	<p>Phone: (713) 339-5500 1-866-4-USWAGE (1-866-487-9243)</p>	<p>Robin Mallet District Director</p>
<p>McAllen District Office US Dept. of Labor Wage & Hour Division 1101 E. Hackberry Ave., Suite 400 McAllen, TX 78501</p>	<p>Phone: (956) 682-4631 1-866-4-USWAGE (1-866-487-9243)</p>	<p>Cynthia Cantu-Flores District Director</p>
<p>Corpus Christi Area Office US Dept. of Labor Wage & Hour Division Wilson Plaza 606 N. Carancahua, Suite 618 Corpus Christi, Texas 78401</p>	<p>Phone: (361) 888-3152 1-866-4-USWAGE (1-866-487-9243)</p>	<p>Vacant District Director</p>
<p>San Antonio District Office US Dept. of Labor Wage & Hour Division Northchase 1 Office Building 10127 Morocco, Suite 140 San Antonio, TX 78216</p>	<p>Phone: (210) 308-4515 1-866-4-USWAGE (1-866-487-9243)</p>	<p>Cynthia Ramos District Director</p>
<p>Austin District Office US Dept. of Labor Wage & Hour Division Thornberry Federal Building 903 San Jacinto Blvd., Suite 1600 Austin, TX 78701</p>	<p>Phone: (512) 916-5638 1-866-4-USWAGE (1-866-487-9243)</p>	<p>Nicole Sellers District Director</p>
<p>El Paso Area Office US Dept. of Labor Wage & Hour Division 700 E. San Antonio St., Rm. B-400 El Paso, TX 79901</p>	<p>Phone: 915-534-6426 1-866-4-USWAGE (1-866-487-9243)</p>	<p>Jacobo Valenzuela District Director</p>
<p>Lubbock Area Office US Dept. of Labor Wage & Hour Division 71205 Texas Ave., Room 607 Lubbock, TX 79401</p>	<p>Phone: 806-472-6450 1-866-4-USWAGE (1-866-487-9243)</p>	<p>Ryan Martin District Director</p>

Reference: www.dol.gov/agencies/whd/contact/local-offices#tx

VIII. FORMS

The following forms are available on the TWDB Program Guidance & Manuals website at www.twdb.texas.gov/financial/instructions/index.asp

- Monthly Davis-Bacon Wage Rate Certificate of Compliance Submittal by Owner (Subrecipient), DB-0154
- Statement of Compliance Certification by Contractor for State Revolving Funds Federal Davis-Bacon Requirements, DB-0155

The following forms are available on the Department of Labor website at www.dol.gov/agencies/whd/government-contracts/construction/forms

- Standard Form 1445, Labor Standards Interview
- U.S. Department of Labor Payroll form WH-347

The following poster is available on the Department of Labor website at www.dol.gov/whd/programs/dbra/wh1321.htm

- Davis-Bacon Poster, WH-1321

IX. Appendix 1 – Applies to Governmental Entities (such as Cities and Districts)

1. Applicability of the Davis-Bacon and Related Acts (DBRA) Prevailing Wage Requirements

DBRA prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the Clean Water State Revolving Fund and to any construction project carried out in whole or in part by assistance made available by the Drinking Water State Revolving Fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DBRA applicability, the subrecipient must discuss the situation with the TWDB before authorizing work on that site.

2. Obtaining Wage Determinations

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DBRA will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DBRA. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that Subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor <https://sam.gov/content/wage-determinations> weekly to ensure that the wage determination contained in the solicitation remains current. The recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the TWDB that there is not a reasonable time to notify interested contractors of the modification of the wage determination. In the request, the subrecipient shall include documentation of the bid date and time and the DOL wage modification date. The TWDB will review the documentation and provide a report of its findings to the subrecipient. The subrecipient shall keep the report in the project contract file.

(ii) If the subrecipient does not award the contract within 90 days of bid opening, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the TWDB, at the request of the subrecipient, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor <https://sam.gov/content/wage-determinations> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DBRA by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather

than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from <https://sam.gov/content/wage-determinations> into the ordering instrument. For “work order” type contracts, the most recent revision(s) of any applicable wage determination(s) on each anniversary date of the contract’s award (or each anniversary date of the beginning of construction when there is no award). ([29 CFR 1.6\(c\)\(2\)\(iii\)](#))

(c) Subrecipients shall review all subcontracts subject to DBRA entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient’s contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL’s wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient’s contractor must be compensated for any increases in wages resulting from the use of DOL’s revised wage determination.

3. Contract and Subcontract Provisions

The subrecipient shall insert in full in any contract to which Davis-Bacon and Related Acts apply the following clauses. Reference to www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts and [29 CFR 5.5](#).

The Contractor acknowledges that by entering into this contract with a contracting agency, funded by an EPA Assistance agreement (grant), the Contractor agrees to comply with the following terms and conditions in accordance with 29 CFR 5.5, if this contract is for activities covered under Davis-Bacon and Related Acts (DBRA) and exceeds (or will exceed) \$2,000. Definitions for many of the terms used below are provided in 29 CFR 5.2.

(1) Minimum wages.

(i) Wage rates and fringe benefits

All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [29 CFR 5.5\(a\)\(1\)\(v\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in [29 CFR 5.5\(a\)\(4\)](#).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage

determination (including any additional classification and wage rates conformed under [29 CFR 5.5\(a\)\(1\)\(iii\)](#) of this section) and the [Davis-Bacon poster \(WH-1321\)](#) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Frequently recurring classifications

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR Part 1, a wage determination may contain, pursuant to [29 CFR 1.3\(f\)](#), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to [29 CFR 5.5\(a\)\(1\)\(iii\)](#), provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with [29 CFR 5.5\(a\)\(1\)\(iii\)\(A\)\(3\)](#) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) Conformance

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the

- classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to the TWDB. The TWDB will transmit the request to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the TWDB or will notify the TWDB within the 30-day period that additional time is necessary.
- (D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the TWDB will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (E) The contracting officer must promptly notify the contractor of the action taken by the [Wage and Hour Division under paragraphs \(a\)\(1\)\(iii\)\(C\) and \(D\)](#) of this section. The contractor must furnish a written copy of such determination to each affected worker, or it must be posted as part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in [29 CFR 5.28](#), that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) Interest

In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding.

(i) Withholding requirements

The EPA, grant recipient, subrecipient at any tier, and/or contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in [29 CFR 5.2](#)).

The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in [29 CFR 5.5\(a\)\(3\)\(iv\)](#) of this section, the **EPA, grant recipient, subrecipient at any tier, and/or contracting agency** may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with [29 CFR 5.5\(a\)\(2\)\(i\)](#) or [29 CFR 5.5\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(3) Records and certified payrolls

(i) Basic record requirements

(A) Length of record retention

All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least three (3) years after all the work on the prime contract is completed.

(B) Information required

Such records must contain the name; Social Security number; last known address, telephone number, and email of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) Additional records relating to fringe benefits

Whenever the Secretary of Labor has found under [29 CFR 5.5\(a\)\(1\)\(v\)](#) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) Additional records relating to apprenticeship.

Contractors with apprentices working under approved programs must maintain written evidence of the apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) Certified payroll requirements

(A) Frequency and method of submission

The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts- covered work is performed, certified payrolls to the **contracting agency** if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the **contracting agency**. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least three (3) years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) Information required

The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under [29 CFR 5.5\(a\)\(3\)\(i\)\(B\)](#), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on the weekly transmittals. Instead the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) Statement of Compliance

Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

- (1) That the certified payroll for the payroll period contains the information required to be provided under [29 CFR 5.5\(a\)\(3\)\(iii\)](#), and such information and

records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) Use of Optional Form WH-347

The weekly submission of a properly executed certification set forth on the reverse side of [Optional Form WH-347](#) shall satisfy the requirement for submission of the "Statement of Compliance" required by [29 CFR 5.5\(a\)\(3\)\(ii\)\(C\)](#).

(E) Signature

The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) Falsification

The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(G) Length of certified payroll retention

The contractor or subcontractor must preserve all certified payrolls during the course of the work for a period of three (3) years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents

The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of three (3) years after all the work on the prime contract is completed.

(iv) Required disclosures and access

(A) Required record disclosure and access to workers

The contractor or subcontractor must make the records required under

paragraph (a)(3)(i) through (iii) of this section, and any other documents that the **EPA, recipient, or subrecipient at any tier, and/or contracting agency**, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable [29 CFR 5.1](#), available for inspection, copying, or transcription by authorized representatives of the **TWDB, EPA, recipient, or subrecipient at any tier, and/or contracting agency**, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) Sanctions for non-compliance with records and worker access requirements

If the contractor or subcontractor fails to submit the required records or to make them available, or refuse to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [29 CFR 5.12](#). In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) Required information disclosures

Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the Environmental Protection Agency if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the EPA, recipient, or subrecipient at any tier, contracting agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) Apprentices and Equal Employment Opportunity

(i) Apprentices

(A) Rate of pay

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) Fringe benefits

Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) Apprenticeship ratio

The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to [29 CFR 5.5\(a\)\(4\)\(i\)\(D\)](#). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in [29 CFR 5.5\(a\)\(4\)\(i\)\(A\)](#), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) Reciprocity of ratios and wage rates

Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) Equal employment opportunity

The use of apprentices and journey workers under this part must be in conformity

with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

(5) Is reserved.

(6) Subcontracts

The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section or a link to the **DBRA Requirements for Contractors and Subcontractors Under EPA Grants** document on EPA's [Contract Provisions for Davis-Bacon and Related Acts](#) webpage, along with the applicable wage determination(s) and such other clauses or contract modifications as the Environmental Protection Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the Prime Contractor and any Subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier Subcontractors, and may be subject to debarment, as appropriate.

(7) – (9) are reserved.

(10) Certificate of Eligibility

- (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).
- (iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

(11) Anti-Retaliation

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);
- (iii) Cooperating in any investigation or other compliance action, or testifying in any

proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

4. Contract Provisions for Contracts in Excess of \$100,000

For contracts over \$100,000, additional Terms and Conditions apply. The DBRA Requirements for Contracts in Excess of \$100,000 Under EPA Grants document is available on EPA's [Contract Provisions for Davis-Bacon and Related Acts](#) webpage provides the additional requirements provided under [29 CFR 5.5](#). This information is included as follows:

(b) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (b)(1) through (5) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by [29 CFR 5.5\(a\)](#), above or [29 CFR 4.6](#). As used in this paragraph, the terms "laborers and mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which they are employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in [29 CFR 5.5\(b\)\(1\)](#) the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in [29 CFR 5.5\(b\)\(1\)](#), in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in [29 CFR 5.5\(b\)\(1\)](#).

(3) Withholding for unpaid wages and liquidated damages.

(i) Withholding process. The subrecipient may, upon its own action, or must upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this [29 CFR 5.5\(b\)](#) on this contract, any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, that is held by the same prime contractor (as defined in [29 CFR 5.2](#)). The necessary funds may be

withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with [29 CFR 5.5\(a\)\(2\)\(i\)](#) or [29 CFR 5.5\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in [29 CFR 5.5\(b\)\(1\)](#) through [\(5\)](#) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in [29 CFR 5.5\(b\)\(1\)](#) through [\(5\)](#). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) CWHSSA required records clause. In addition to the clauses contained in [29 CFR 5.5\(b\)](#), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by [29 CFR 5.1](#), the Subrecipient must insert a clause requiring that the contractor or subcontractor must maintain payrolls and basic records during the course of the work and must preserve them for a period of three (3) years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each workers' correct classification(s) of work actually performed, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient must insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA, TWDB, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(d) Incorporation of contract clauses and wage determinations by reference. Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) Incorporation by operation of law. The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by [29 CFR 5.1](#) to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

5. Compliance Verification and Enforcement

(a) Agency responsibilities.

(1)(i) The Federal agency has the initial responsibility to ascertain whether the clauses required by [29 CFR 5.5](#) and the appropriate wage determination(s) have been incorporated into the contracts subject to the labor standards provisions of the laws referenced by [29 CFR 5.1](#). Additionally, a Federal agency that provides Federal financial assistance that is subject to the labor standards provisions of the Act must promulgate the necessary regulations or procedures to require the recipient or sub-recipient of the Federal assistance to insert in its contracts the provisions of [29 CFR 5.5](#). No payment, advance, grant, loan, or guarantee of funds will be approved by the Federal agency unless it ensures that the clauses required by [29 CFR 5.5](#) and the appropriate wage determination(s) are incorporated into such contracts. Furthermore, no payment, advance, grant, loan, or guarantee of funds will be approved by the Federal agency after the beginning of construction unless there is on file with the Federal agency a certification by the contractor that the contractor and its subcontractors have complied with the provisions of [29 CFR 5.5](#) or unless there is on file with the Federal agency a certification by the contractor that there is a substantial dispute with respect to the required provisions.

(ii) If a contract subject to the labor standards provisions of the applicable statutes referenced by [29 CFR 5.1](#) is entered into without the incorporation of the clauses required by [29 CFR 5.5](#), the agency must, upon the request of the Administrator or upon its own initiative, either terminate and resolicit the contract with the required contract clauses, or incorporate the required clauses into the contract (or ensure they are so incorporated) through supplemental agreement, change order, or any and all authority that may be needed. Where an agency has not entered directly into such a contract but instead has provided Federal financial assistance, the agency must ensure that the recipient or sub-recipient of the Federal assistance similarly incorporates the clauses required into its contracts. The method of incorporation of the correct wage determination, and adjustment in contract price, where appropriate, should be in accordance with applicable law. Additionally, the following requirements apply:

(A) Unless the Administrator directs otherwise, the incorporation of the clauses required by [29 CFR 5.5](#) must be retroactive to the date of contract award or start of construction if there is no award.

(B) If this incorporation occurs as the result of a request from the Administrator, the incorporation must take place within 30 days of the date of that request, unless the agency has obtained an extension from the Administrator.

(C) The contractor must be compensated for any increases in wages resulting from incorporation of a missing contract clause.

(D) If the recipient refuses to incorporate the clauses as required, the agency must make no further payment, advance, grant, loan, or guarantee of funds in connection with the contract until the recipient incorporates the required clauses into its contract, and must promptly refer the dispute to the Administrator for further proceedings under [29 CFR 5.13](#).

(E) Before terminating a contract pursuant to this section, the agency must withhold or cross-withhold sufficient funds to remedy any back wage liability resulting from the failure to incorporate the correct wage determination or otherwise identify and obligate sufficient funds through a termination settlement agreement, bond, or other satisfactory mechanism.

(F) Notwithstanding the requirement to incorporate the contract clauses and correct wage determination within 30 days, the contract clauses and correct wage determination will be effective by operation of law, retroactive to the beginning of construction, in accordance with [29 CFR 5.5\(e\)](#).

(2) (i) Certified payrolls submitted pursuant to [29 CFR 5.5\(a\)\(3\)\(ii\)](#) must be preserved by the Federal agency for a period of three (3) years after all the work on the prime contract is completed, and must be produced at the request of the Department of Labor at any time during the 3-year period, regardless of whether the Department of Labor has initiated an investigation or other compliance action.

(ii) In situations where the Federal agency does not itself maintain certified payrolls required to be submitted pursuant to [29 CFR 5.5\(a\)\(3\)\(ii\)](#), upon the request of the Department of Labor the Federal agency must ensure that such certified payrolls are provided to the Department of Labor. Such certified payrolls may be provided by the applicant, sponsor, owner, or other entity, as the case may be, directly to the Department of Labor, or to the Federal agency which, in turn, must provide those records to the Department of Labor.

(3) The Federal agency will cause such investigations to be made as may be necessary to assure compliance with the labor standards clauses required by [29 CFR 5.5](#) and the applicable statutes referenced in [29 CFR 5.1](#). Investigations will be made of all contracts with such frequency as may be necessary to assure compliance. Such investigations will include interviews with workers, which must be taken in confidence, and examinations of certified payrolls, regular payrolls, and other basic records required to be maintained under [29 CFR 5.5\(a\)\(3\)](#). In making such examinations, particular care must be taken to determine the correctness of classification(s) of work actually performed, and to determine whether there is a disproportionate amount of work by laborers and of apprentices registered in approved programs. Such investigations must also include evidence of fringe benefit plans and payments thereunder. Federal agencies must give priority to complaints of alleged violations.

(4) In accordance with normal operating procedures, the contracting agency may be furnished various investigatory material from the investigation files of the Department of Labor. None of the material, other than computations of back wages, liquidated damages, and monetary relief for violations of [29 CFR 5.5\(a\)\(11\)](#) or [\(b\)\(5\)](#), and the summary of back wages due, may be disclosed in any manner to anyone other than Federal officials charged with administering the contract or program providing Federal assistance to the contract, without requesting the permission and views of the Department of Labor.

(b) Department of Labor Investigations and other compliance actions.

(1) The Administrator will investigate and conduct other compliance actions as deemed necessary in order to obtain compliance with the labor standards provisions of the applicable statutes referenced by [29 CFR 5.1](#), or to affirm or reject the recommendations by the Agency Head with respect to labor standards matters arising under the statutes referenced by [29 CFR 5.1](#).

(2) Federal agencies, contractors, subcontractors, sponsors, applicants, owners, or other entities, as the case may be, must cooperate with any authorized representative of the Department of Labor in the inspection of records, in interviews with workers, and in all other aspects of the investigations or other compliance actions.

(3) The findings of such an investigation or other compliance action, including amounts found due, may not be altered or reduced without the approval of the Department of Labor.

(4) Where the underpayments disclosed by such an investigation or other compliance action total \$1,000 or more, where there is reason to believe that the contractor or subcontractor has disregarded its obligations to workers or subcontractors, or where liquidated damages may be assessed under CWHSSA, the Department of Labor will furnish the Federal agency an enforcement report detailing the labor standards violations disclosed by the investigation or other compliance action and any action taken by the contractor or subcontractor to correct the violations, including any payment of back wages or any other relief provided workers or remedial actions taken for violations of [29 CFR 5.5\(a\)\(11\)](#) or [\(b\)\(5\)](#). In other circumstances, the Department of Labor will furnish the Federal agency a notification summarizing the findings of the investigation or other compliance action.

(c) Confidentiality requirements. It is the policy of the Department of Labor to protect from disclosure the identity of its confidential sources and to prevent an unwarranted invasion of personal privacy. Accordingly, the identity of a worker or other informant who makes a written or oral statement as a complaint or in the course of an investigation or other compliance action, as well as portions of the statement which would tend to reveal the identity of the informant, will not be disclosed in any manner to anyone other than Federal officials without the prior consent of the informant. Disclosure of such statements is also governed by the provisions of the "Freedom of Information Act" ([5 U.S.C. 552](#), see part 70 of this subtitle) and the "Privacy Act of 1974" ([5 U.S.C. 552a](#), see part 71 of this subtitle).

X. Appendix 2 – Applies to Non-Governmental Entities (such as Water Supply Corporations and Private Companies)

1. Applicability of the Davis-Bacon (DB) prevailing wage requirements

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the TWDB before authorizing work on that site.

2. Obtaining Wage Determinations

(a) Subrecipients must obtain proposed wage determinations for specific localities at <https://sam.gov/content/wage-determinations>. After the subrecipient obtains its proposed wage determination, it must submit the wage determination to the TWDB for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the TWDB.)

(b) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor <https://sam.gov/content/wage-determinations> on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the TWDB that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The TWDB will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the TWDB, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor <https://sam.gov/content/wage-determinations> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from <https://sam.gov/content/wage-determinations> into the ordering instrument.

(d) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract Provisions

The subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in [29 CFR 5.1](#), the following clauses:

(1) Minimum wages.

(i) Wage rates and fringe benefits.

All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [29 CFR 5.5\(a\)\(1\)\(v\)](#); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in [29 CFR 5.5\(a\)\(4\)](#). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under [29 CFR 5.5\(a\)\(1\)\(iii\)](#)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, <https://sam.gov/content/wage-determinations>.

(ii) Frequently recurring classifications.

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR Part 1](#), a wage determination may contain, pursuant to [§ 1.3\(f\)](#), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to [29 CFR Part 5.5\(a\)\(1\)\(iii\)](#), provided that:

- (1) The work to be performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with [29 CFR 5.5\(a\)\(1\)\(iii\)\(A\)\(3\)](#). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) Conformance.

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the TWDB. The TWDB will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor via email to DBAconformance@dol.gov, and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the TWDB or will notify the TWDB within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the TWDB will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the TWDB, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the TWDB or will notify the TWDB within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under [29 CFR 5.5\(a\)\(1\)\(iii\)\(C\)](#) and [\(D\)](#). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to [29 CFR 5.5\(a\)\(1\)\(iii\)\(C\)](#) and [\(D\)](#) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with criteria set forth in [§ 5.28](#), that the applicable standards of the Davis-Bacon Act have been met.

The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding.

(i) Withholding requirements. The subrecipient(s) may, upon its own action or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in [29 CFR 5.5\(a\)](#) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay laborers and mechanics, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in [29 CFR 5.5\(a\)\(3\)\(iv\)](#), the EPA may, on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with [29 CFR \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#), or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or

- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).
- (3) Records and certified Payrolls.
- (i) Basic Record requirements.
- (A) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise work in construction or development of the project under a development statute) for a period of at least three (3) years after all the work on the prime contract is completed.
- (B) Information required. Such records shall contain the name, last known address, social security number, telephone number, and email address of each such worker, each worker's correct classification(s) of work actually performed, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act), daily and weekly number of hours actually worked in total and on each covered contract, deductions made, and actual wages paid.
- (C) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under [29 CFR 5.5\(a\)\(1\)\(v\)](#) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- (D) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
- (ii) Certified payroll requirements.
- (A) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the subrecipient, that is, the entity that receives the funds from the TWDB. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature (e.g. DocuSign); the system allows the contractor, the contracting agency, and the Department

of Labor to access the certified payrolls upon request for at least three (3) years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system. Such documentation shall be available on request of the TWDB or EPA.

(B) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under [29 CFR 5.5\(a\)\(3\)\(i\)\(B\)](#), except that full social security numbers and last known addresses, telephone numbers, and email addresses must not be included on the weekly transmittals. Instead the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the employee's social security number). The required weekly certified payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf> or its successor site. It is not a violation of this section for a prime contractor to require a subcontractor to provide full social security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the TWDB (or the applicant, sponsor, owner, or other entity as the case may be, that maintains such records).

(C) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or their agent who pays or supervises the payment of the persons working on the contract and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under [29 CFR 5.5 \(a\)\(3\)\(ii\)](#), the appropriate information and basic records are being maintained under [29 CFR 5.5 \(a\)\(3\)\(i\)](#), and that such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) Use of the Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347

will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph [29 CFR 5.5\(a\)\(3\)\(ii\)\(C\)](#).

(E) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature (e.g., DocuSign).

(F) Falsefication. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [section 1001 of title 18](#) and [section 3729 of title 31](#) of the United States Code.

(G) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of three (3) years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of three (3) years after all the work on the prime contract is completed.

(iv) Required disclosures and access.

(A) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under [29 CFR 5.5\(a\)\(3\)\(i\)](#) through [\(iii\)](#) of this section, and any other documents that the EPA or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the TWDB, EPA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [29 CFR 5.12](#). In addition, any Contractor or other person that fails to submit the required records or make those records available to TWDB and WHD within the time TWDB/WHD requests that the records be produced will be precluded from introducing as evidence in an administrative

proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the EPA if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the TWDB, EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) Apprentices and equal employment opportunity

(i) Apprentices.

(A) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

- (C) Apprenticeship ratio. The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to [29 CFR 5.5\(a\)\(4\)\(i\)\(D\)](#) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in [29 CFR 5.5\(a\)\(4\)\(i\)\(A\)](#) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (D) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) applicable within the locality in which construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- (ii) Equal employment opportunity. The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and [29 CFR part 30](#).
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in [29 CFR 5.5\(a\)\(1\)](#) through [\(11\)](#) along with the applicable wage determination(s) and such other clauses or contract modifications as the EPA determines may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.
- (7) Contract termination; debarment. A breach of the contract clauses in [29 CFR 5.5](#) may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in [29 CFR 5.12](#).
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 CFR parts 1](#),

[3](#), and [5](#) are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 CFR parts 5, 6, and 7](#). Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), TWDB, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or [29 CFR 5.12\(a\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [29 CFR 5.12\(a\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. 1001](#)

(11) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

4. Contract Provision for Contracts in Excess of \$100,000

(b) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (b)(1) through (5) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by [29 CFR 5.5\(a\)](#), above or [29 CFR 4.6](#). As used in this paragraph, the terms “laborers and mechanics” include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which they are employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in [29 CFR 5.5\(b\)\(1\)](#) the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in [29 CFR 5.5\(b\)\(1\)](#), in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in [29 CFR 5.5\(b\)\(1\)](#).

(3) Withholding for unpaid wages and liquidated damages.

(ii) Withholding process. The subrecipient may, upon its own action, or must upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this [29 CFR 5.5\(b\)](#) on this contract, any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, that is held by the same prime contractor (as defined in [29 CFR 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with [29 CFR 5.5\(a\)\(2\)\(i\)](#) or [29 CFR 5.5\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in [29 CFR 5.5\(b\)\(1\)](#) through [\(5\)](#) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in [29 CFR 5.5\(b\)\(1\)](#) through [\(5\)](#). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) CWHSSA required records clause. In addition to the clauses contained in [29 CFR](#)

[5.5\(b\)](#), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by [29 CFR 5.1](#), the Subrecipient must insert a clause requiring that the contractor or subcontractor must maintain payrolls and basic records during the course of the work and must preserve them for a period of three (3) years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each workers' correct classification(s) of work actually performed, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient must insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA, TWDB, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(d) Incorporation of contract clauses and wage determinations by reference. Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) Incorporation by operation of law. The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by [29 CFR 5.1](#) to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

5. Compliance Verification and Enforcement

(a) Agency responsibilities.

(1)(i) The Federal agency has the initial responsibility to ascertain whether the clauses required by [29 CFR 5.5](#) and the appropriate wage determination(s) have been incorporated into the contracts subject to the labor standards provisions of the laws referenced by [29 CFR 5.1](#). Additionally, a Federal agency that provides Federal financial assistance that is subject to the labor standards provisions of the Act must promulgate the necessary regulations or procedures to require the recipient or sub-recipient of the Federal assistance to insert in its contracts the provisions of [29 CFR 5.5](#). No payment, advance, grant, loan, or guarantee of funds will be approved by the Federal agency unless it ensures that the clauses required by [29 CFR 5.5](#) and the appropriate wage determination(s) are incorporated into such contracts. Furthermore, no payment, advance, grant, loan, or guarantee of funds will be approved by the Federal agency after the beginning of construction unless there is on file with the Federal agency a certification by the contractor that the contractor and its subcontractors have complied with the provisions of [29 CFR 5.5](#) or unless there is on file with the Federal agency a certification by the contractor that there is a substantial dispute with respect to the required provisions.

(ii) If a contract subject to the labor standards provisions of the applicable statutes referenced by [29 CFR 5.1](#) is entered into without the incorporation of the clauses required by [29 CFR 5.5](#), the agency must, upon the request of the Administrator or upon its own initiative, either terminate and resolicit the contract with the required contract clauses, or incorporate the required clauses into the contract (or ensure they are so incorporated) through supplemental agreement, change order, or any and all authority that may be needed. Where an agency has not entered directly into such a contract but instead has provided Federal financial assistance, the agency must ensure that the recipient or sub-recipient of the Federal assistance similarly incorporates the clauses required into its contracts. The method of incorporation of the correct wage determination, and adjustment in contract price, where appropriate, should be in accordance with applicable law. Additionally, the following requirements apply:

(A) Unless the Administrator directs otherwise, the incorporation of the clauses required by [29 CFR 5.5](#) must be retroactive to the date of contract award or start of construction if there is no award.

(B) If this incorporation occurs as the result of a request from the Administrator, the incorporation must take place within 30 days of the date of that request, unless the agency has obtained an extension from the Administrator.

(C) The contractor must be compensated for any increases in wages resulting from incorporation of a missing contract clause.

(D) If the recipient refuses to incorporate the clauses as required, the agency must make no further payment, advance, grant, loan, or guarantee of funds in connection with the contract until the recipient incorporates the required clauses

into its contract, and must promptly refer the dispute to the Administrator for further proceedings under [29 CFR 5.13](#).

(E) Before terminating a contract pursuant to this section, the agency must withhold or cross-withhold sufficient funds to remedy any back wage liability resulting from the failure to incorporate the correct wage determination or otherwise identify and obligate sufficient funds through a termination settlement agreement, bond, or other satisfactory mechanism.

(F) Notwithstanding the requirement to incorporate the contract clauses and correct wage determination within 30 days, the contract clauses and correct wage determination will be effective by operation of law, retroactive to the beginning of construction, in accordance with [29 CFR 5.5\(e\)](#).

(2) (i) Certified payrolls submitted pursuant to [29 CFR 5.5\(a\)\(3\)\(ii\)](#) must be preserved by the Federal agency for a period of three (3) years after all the work on the prime contract is completed, and must be produced at the request of the Department of Labor at any time during the 3-year period, regardless of whether the Department of Labor has initiated an investigation or other compliance action.

(ii) In situations where the Federal agency does not itself maintain certified payrolls required to be submitted pursuant to [29 CFR 5.5\(a\)\(3\)\(ii\)](#), upon the request of the Department of Labor the Federal agency must ensure that such certified payrolls are provided to the Department of Labor. Such certified payrolls may be provided by the applicant, sponsor, owner, or other entity, as the case may be, directly to the Department of Labor, or to the Federal agency which, in turn, must provide those records to the Department of Labor.

(3) The Federal agency will cause such investigations to be made as may be necessary to assure compliance with the labor standards clauses required by [29 CFR 5.5](#) and the applicable statutes referenced in [29 CFR 5.1](#). Investigations will be made of all contracts with such frequency as may be necessary to assure compliance. Such investigations will include interviews with workers, which must be taken in confidence, and examinations of certified payrolls, regular payrolls, and other basic records required to be maintained under [29 CFR 5.5\(a\)\(3\)](#). In making such examinations, particular care must be taken to determine the correctness of classification(s) of work actually performed, and to determine whether there is a disproportionate amount of work by laborers and of apprentices registered in approved programs. Such investigations must also include evidence of fringe benefit plans and payments thereunder. Federal agencies must give priority to complaints of alleged violations.

(4) In accordance with normal operating procedures, the contracting agency may be furnished various investigatory material from the investigation files of the Department of Labor. None of the material, other than computations of back wages, liquidated damages, and monetary relief for violations of [29 CFR 5.5\(a\)\(11\)](#) or [\(b\)\(5\)](#), and the summary of back wages due, may be disclosed in any manner to anyone other than Federal officials charged with administering the contract or program providing

Federal assistance to the contract, without requesting the permission and views of the Department of Labor.

(b) Department of Labor Investigations and other compliance actions.

(5) The Administrator will investigate and conduct other compliance actions as deemed necessary in order to obtain compliance with the labor standards provisions of the applicable statutes referenced by [29 CFR 5.1](#), or to affirm or reject the recommendations by the Agency Head with respect to labor standards matters arising under the statutes referenced by [29 CFR 5.1](#).

(6) Federal agencies, contractors, subcontractors, sponsors, applicants, owners, or other entities, as the case may be, must cooperate with any authorized representative of the Department of Labor in the inspection of records, in interviews with workers, and in all other aspects of the investigations or other compliance actions.

(7) The findings of such an investigation or other compliance action, including amounts found due, may not be altered or reduced without the approval of the Department of Labor.

(8) Where the underpayments disclosed by such an investigation or other compliance action total \$1,000 or more, where there is reason to believe that the contractor or subcontractor has disregarded its obligations to workers or subcontractors, or where liquidated damages may be assessed under CWHSSA, the Department of Labor will furnish the Federal agency an enforcement report detailing the labor standards violations disclosed by the investigation or other compliance action and any action taken by the contractor or subcontractor to correct the violations, including any payment of back wages or any other relief provided workers or remedial actions taken for violations of [29 CFR 5.5\(a\)\(11\)](#) or [\(b\)\(5\)](#). In other circumstances, the Department of Labor will furnish the Federal agency a notification summarizing the findings of the investigation or other compliance action.

(c) Confidentiality requirements. It is the policy of the Department of Labor to protect from disclosure the identity of its confidential sources and to prevent an unwarranted invasion of personal privacy. Accordingly, the identity of a worker or other informant who makes a written or oral statement as a complaint or in the course of an investigation or other compliance action, as well as portions of the statement which would tend to reveal the identity of the informant, will not be disclosed in any manner to anyone other than Federal officials without the prior consent of the informant. Disclosure of such statements is also governed by the provisions of the "Freedom of Information Act" ([5 U.S.C. 552](#), see part 70 of this subtitle) and the "Privacy Act of 1974" ([5 U.S.C. 552a](#), see part 71 of this subtitle).

XI. Appendix 3 – Requesting Additional Wage Determinations

As discussed in Section V, Requesting Additional Wage Determination, herein, the awarded contractor initiates the request for preparing an SF 1444. The prime contractor for the SRF construction contract initiates the conformance request by completing a **Standard Form (SF) 1444 – Request for Authorization of Additional Classification and Rate** (found at the end of this document and at <https://www.gsa.gov/system/files/2023-10/SF1444-23.pdf>).

The following is an overview of the process that the TWDB and its subrecipients are required by EPA and DOL to follow:

1. Prime Contractor completes the SF 1444 and submits the fully executed form, along with the applicable existing DOL Wage Decision for the area, to the subrecipient (such as the City, District, or Water Supply Corporation).
2. Subrecipient reviews and, if it concurs, submits the SF 1444 and existing DOL Wage Decision for the area to the TWDB by emailing a scan of the completed form and Wage Decision to Wages@twdb.texas.gov.
3. TWDB reviews and submits the request to the DOL, along with a copy to EPA.
4. DOL responds to the TWDB with a decision.
5. TWDB informs the subrecipient of DOL's decision to approve, modify or deny the request.
6. Subrecipient incorporates the approved conformance wage determination into the construction contract and awards the contract within 180 days of the conformance issuance date. Copies of the conformance approval should be maintained with Davis-Bacon records.

Questions: Email TWDB at Wages@twdb.texas.gov

Before completing and submitting the SF 1444, please note:

All classes of laborers or mechanics that are not listed in an existing DOL wage determination and that are to be employed under the contract must be classified in conformance with the existing DOL wage determination for the area. Therefore, any additional classification, along with the associated wage rate and fringe benefits, may only be approved by DOL when the following have been met:

- (1) The work to be performed by the classification being requested on the SF 1444 is not performed by a classification that is already in an existing DOL wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any fringe benefits, bears a reasonable relationship to the wage rates contained in the existing DOL wage determination for the area.

Instructions for boxes on SF 1444:

Check "Construction Contract" at the top of the form

Box 2. Insert the following:

Texas Water Development Board
Austin, TX

Box 3. Prime Contractor's name

Box 4. Date the signed form was emailed to TWDB

Box 5. TWDB's Project Number

Box 6. The date the bid was opened (Bid letting date)

Box 7. The date the contract was awarded.

Box 8. The actual date the contractor will be starting or started work.

Box 9. *Leave blank - this section is not applicable.*

Box 10. List all subcontractors that will utilize the labor classification listed in box 13a. If none, enter "N/A."

Box 11. Project title and description of the project work.

Box 12. Location of project (include city, county and state).

Box 13. The information for "Number" and "Date" are found on the front page of the DOL's General Decision for the area.

Number: Look for the "General Decision Number" (for example: TX180116).

Dated: The date is immediately after the General Decision Number.

Box 13a. List all jobs for which you are requesting a wage (for either the prime or the subcontractor). **Include a detailed job description and duties to be performed. (Note: If the proposed job classification is not one that is commonly used by DOL in their Wage Determination in Texas, such as a “CARPENTER”, “ELECTRICIAN”, or “TRUCK DRIVER”, it is important to include a detailed description with the initial request. The DOL needing to follow up with a request for a detailed job description for a new classification name will delay their review and response significantly.)**

Boxes 13b and 13c. The proposed wage and fringe rates should bear a reasonable likeness to the category classification wage and fringe rates (operator, laborer, truck driver, etc.) listed in the existing DOL wage determination for the area.

Box 14. If there is a subcontractor listed on line 10, its representative signs on this line (include title).

Box 15. The prime contractor's representative must sign on this line (include title).

Box 16. If the prime contractor or subcontractor has a specific employee who will be performing the labor classification(s) listed in box 13a, or if the employees' have legal representation (such as a union), the employee or representative must sign and include their title. (Note: the designated representative of an existing employee cannot be the contractor's personnel office or any other contractor representative.) If no existing employee is known or identified to perform work under the listed classification, then enter "Unknown" in Box 16. The "Agree" or "Disagree" boxes are checked by anyone signing in boxes 14, 15, and 16.



American Iron and Steel (AIS) Guidance for Clean Water and Drinking Water State Revolving Fund Projects

This document is not a comprehensive representation of the federal requirements. For complete details of the federal requirements visit:
<https://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement>

In any instance when there may be a discrepancy between this guidance and the actual federal requirements, program participants must adhere to the federal requirements.

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Attachment 9 – Monthly American Iron and Steel Certificate Form 1106-A32

Attachment 10 – Final American Iron and Steel Certificate Form 1106-C.....33

Forms and Guidance

The Texas Water Development Board (TWDB) forms and guidance documents noted in this instruction document may be accessed through the TWDB Financial Assistance website at:

<https://www.twdb.texas.gov/financial/instructions/index.asp>

Search by either the document number or name.

I. Overview

It is the intent of the Texas Water Development Board (TWDB) to ensure that Applicants, Consultants and Contractors are provided with procedures and recommendations for implementation of the American Iron and Steel (AIS) provisions for the Clean and Drinking Water State Revolving Funds. These provisions are currently contained in Section 608 of the Federal Water Pollution Control Act (33 U.S.C. §1388) for the Clean Water State Revolving Fund (CWSRF) program and in federal laws, including the federal appropriation acts and Section 1452(a)(4) of the Safe Drinking Water Act (42 U.S.C. §300j-12(a)(4)), as applicable, for the Drinking Water State Revolving Fund (DWSRF) program.

The AIS provisions require CWSRF and DWSRF Applicants to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works. For the CWSRF program, the AIS requirements apply only to the construction, alteration, maintenance, or repair of treatment works¹ projects. For the DWSRF program, the AIS requirements apply to all public water system projects. Based on the statutory provisions, the effective date depends on the date the TWDB loan was closed and varies by program.

In this document, the Applicant refers to the entity, or recipient, that receives funding from the TWDB.

II. Effective Dates

Effective dates for AIS provisions are as follows.

CWSRF

If the loan closes on or after October 1, 2014:	
(a) If the Plans and Specifications for the project were approved by TWDB prior to June 10, 2014	Exempt from AIS
(b) If the Plans and Specifications for the project were approved by TWDB on or after June 10, 2014	AIS applies

DWSRF

The American Iron and Steel provisions generally apply to any financial assistance closed on or after January 17, 2014. There may be statutory exceptions to the AIS requirements based on the date of approval of plans and specifications by a state agency. The Applicant should contact the project’s TWDB Project Manager if there are questions regarding AIS exceptions.

¹ “Treatment works” is defined in 33 U.S. Code §1292 (2).

CWSRF and DWSRF

Planning, Acquisition, and Design funded separately from the Construction Phase:

If the original loan for the planning and/or design of a project closed prior to January 17, 2014, then the AIS provision would not apply to the construction phase of the same project.

III. United States (U.S.) Environmental Protection Agency (EPA) Guidance

EPA has provided guidance through the following resources:

1. American Iron and Steel Requirement Guidance (March 20, 2014)
www.epa.gov/sites/default/files/2015-09/documents/ais-final-guidance-3-20-14.pdf
(Attachment 1)
2. Questions and Answers Part 1: Valves and Hydrants (May 30, 2014)
www.epa.gov/sites/default/files/2018-05/documents/qa_part_1.pdf (Attachment 2)
3. Questions and Answers Part 2: Products, Projects and Process (September 10, 2014)
www.epa.gov/sites/default/files/2015-09/documents/ais-qanda-part-2_sept102014_final_0.pdf (Attachment 3)
4. Questions and Answers Part 3: Plans and specifications dates, Refinancing and Coatings (March 16, 2015)
www.epa.gov/sites/default/files/2015-09/documents/ais-qanda-part-3-mar-2015_final-for-posting_0.pdf (Attachment 4)
5. EPA's American Iron and Steel webpage, <https://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement>

Please contact TWDB with any questions regarding the applicability of AIS requirements.

IV. Covered Iron and Steel Products

If the project receiving CWSRF or DWSRF funds must comply with the AIS requirements, then all covered iron and steel products must be made in the United States, no matter whether the CWSRF or DWSRF was the source of funds used to purchase a particular covered iron and steel product. The Applicant may not use funds from non-State Revolving Fund sources, including the Applicant's own funds, to pay for a non-compliant iron or steel product used in the project.

AIS requirements apply to the following products made primarily of iron or steel, permanently incorporated into the public water system or treatment works:

- Lined or unlined pipes or fittings;
- Manhole Covers;
- Municipal Castings;
- Hydrants;
- Tanks;
- Flanges;
- Pipe clamps and restraints;
- Valves;
- Structural steel;
- Reinforced precast concrete; and
- Construction materials.

Mechanical and electrical components, equipment, and systems are not considered iron and steel products, and are exempt from AIS requirements. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

V. Waivers

AIS provisions permit EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

EPA has granted nationwide waivers, which are attached hereto as **Attachment 5**:

1. De Minimis waiver pursuant to Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA) (April 15, 2014). The De Minimis waiver permits the use of products when they occur in de minimis incidental components to the project. Funds used for de minimis incidental components cumulatively may not exceed 5% of the total cost of the materials used in and incorporated into the project; the cost of an individual item may not exceed 1% of the total cost of materials used in and incorporated into the project.
2. Nationwide Plans and Specs waiver pursuant to Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA). (April 15, 2014)

3. National Product Waiver for Pig Iron and Direct Reduced Iron (February 18, 2015).
4. National Product Waiver for Minor Components in Iron and Steel Products (with Cost Ceiling) (October 27, 2015).
5. **Expired** Final Extension of the Short-Term National Product Waiver for Stainless Steel Nuts and Bolts Used in Pipe Couplings, Restraints, Joints, Flanges, and Saddles (August 24, 2018). *The Final Extension for short-term National Product Waiver for Stainless Steel Nuts and Bolts used in Pipe Couplings, Restraints, Joints, Flanges, and Saddles short-term American Iron and Steel (AIS) waiver for stainless steel nuts and bolts expired on February 24, 2020. All coupling type products specifically mentioned in the waiver (couplings flanges restraints, etc.) that contain non-domestic stainless steel nuts and bolts should have been purchased by the project/SRF recipient before the expiration date. If purchased after the expiration date, the stainless steel nuts and bolts in those specific products are no longer covered by a waiver.*

EPA's American Iron and Steel webpage includes any waivers issued – www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement with approved national waivers at www.epa.gov/cwsrf/american-iron-and-steel-requirement-approved-national-waivers-0. The following waivers are expired, but still available for viewing on the EPA's website:

1. **Expired** Short-Term National Product Waiver for Stainless Steel Nuts and Bolts used in Pipe Couplings, Restraints, Joints, Flanges, and Saddles (February 18, 2015) *This national waiver was extended each year for five years but has now expired, see Item 5, above.*
2. **Expired** One-Year Extension of the Short-Term National Product Waiver for Stainless Steel Nuts and Bolts Used in Pipe Couplings, Restraints, Joints, Flanges, and Saddles (February 22, 2016). *This national waiver has now expired, see Item 5, above.*
3. **Expired** One-year Extension of the Short-Term National Product Waiver for Stainless Steel Nuts and Bolts Used in Pipe Couplings, Restraints, Joints, Flanges, and Saddles (January 18, 2017). *This national waiver has now expired, see Item 5, above.*

1. Waiver Process

EPA has implemented a waiver application process to allow the State, on behalf of the Recipient, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from the State (e.g., TWDB) will be considered. A waiver application may be submitted at any time during the project, however until a waiver is granted by EPA, the AIS requirement stands.

To apply for a project waiver, the Recipient should email the request in the form of a Word document (.doc) to the TWDB Project Manager. Proper and sufficient documentation must be provided by the Recipient, refer to **Attachment 6**.

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

EPA will notify TWDB that a waiver request has been approved or denied as soon as such a decision has been made. Approved waivers will be posted on the EPA website. The Recipient should keep a copy of the signed waiver in their AIS Certification File.

2. Compliance

To ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, including the construction material purchase agreements. The Applicant should be aware that AIS requirements will apply to the project through the TWDB commitment resolution. Sample Construction Contract Language is included in **Attachment 7**.

It is the Recipient's responsibility to (1) ensure that all construction and purchase contracts are executed in compliance with AIS, and (2) maintain a record of all forms and certifications necessary to demonstrating compliance with AIS. To demonstrate compliance with AIS requirements either the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the United States, or the Recipient may use step certification process, similar to the Federal Highway Administration (See Attachment 8). The Recipient is responsible for monitoring De Minimis Logs to ensure all iron and steel products listed on the log meet the requirements of the EPA's De Minimis waiver.

TWDB relies on self-certification by the Recipient to document compliance with AIS, and requires the Recipient to submit a Monthly American Iron and Steel Certificate of Compliance Submittal ([TWDB-1106-A](#)) with **each outlay report** covering requests for funds associated within construction contracts. Failure to submit the Monthly American Iron and Steel Certificate of Compliance could delay the release of funds.

3. TWDB Compliance Procedures

To be in compliance and satisfy TWDB's requirements for implementation of AIS requirements, Recipients need to do the following:

1. The Recipient shall prepare and submit any waiver request to the TWDB Project Manager. TWDB will forward all requests to EPA. **Any waiver to the AIS requirements must be issued by the EPA.** Until a waiver is approved by EPA, all AIS requirements must be met. A checklist detailing the types of information required for a waiver to be processed, and EPA's waiver determination checklist is attached as **Attachment 6**.
2. Recipients **shall** include the following language in the Advertisement for Bids for all applicable construction contracts funded by the TWDB's CWSRF or DWSRF:

For CWSRF

Any contract(s) awarded under this Invitation for Bids is/are subject to the American Iron and Steel (AIS) requirements of Section 608 of the Federal Water Pollution Control Act (33 U.S.C. §1388).

For DWSRF

Any contract(s) awarded under this Invitation for Bids is/are subject to the American Iron and Steel (AIS) requirements of federal law, including federal appropriation acts and Section 1452(a)(4) of the Safe Drinking Water Act (42 U.S.C. §300j-12(a)(4)), as applicable.

3. Recipients **shall** include the AIS requirements in all applicable construction contracts. Sample contract language is included in **Attachment 7**.
4. Recipients **shall** include the following language on the General Notes Plan Sheet(s).

For CWSRF

This project is subject to the American Iron and Steel (AIS) requirements of Section 608 of the Federal Water Pollution Control Act (33 U.S.C. §1388). All iron and steel products for construction, alteration, maintenance, or repairs incorporated in these plans must be produced in the United States.

For DWSRF

This project is subject to the American Iron and Steel (AIS) requirements of federal law, including federal appropriation acts and Section 1452(a)(4) of the Safe Drinking Water Act (42 U.S.C. §300j-12(a)(4)), as applicable. All iron and steel products for construction, alteration, maintenance, or repairs incorporated in these plans must be produced in the United States.

5. The Recipient, thru the Prime Construction Contractor, must obtain certifications from the final manufacturer that delivers the iron and steel product to the worksite, vendor, or contractor asserting that all manufacturing processes occurred in the United States (Version 1 of the sample letter in **Attachment 8**). For products not delivered to the project site, the Recipient, thru the Prime

Contractor, must obtain the Final Manufacturer's certification from the supplier (Version 2 of the sample letter in **Attachment 8**). The supplier must certify that the products being provided to the Contractor for the project are AIS compliant and the Contractor and Recipient must retain copies of the supplier's certification. **Note:** EPA has determined that a comparable manufacturer's certification letter that makes reference to the USDA Rural Utilities Service Water and Environmental Programs' American Iron & Steel requirements instead of EPA's AIS requirements would be acceptable.

6. The Prime Construction Contractor and Recipient are responsible for inspecting iron and steel products for any readily visible identification labels indicating the country of origin. Note: A country of origin stamp alone is not sufficient verification of compliance with AIS and should not be solely relied upon to ensure compliance.
7. The Prime Construction Contractor and Recipient will be required to maintain a file that contains the certifications from the final manufacturers, any approved waivers, and the De Minimis log. This file must be available for review by TWDB representatives. Sample Certification letters, step certification log, and De Minimis Log are included in **Attachment 8**.
8. The Recipient must submit a Monthly American Iron and Steel Certificate of Compliance Submittal ([TWDB-1106-A](#)) with each outlay report requesting funds associated with construction contracts (i.e., covering construction-related invoices), attached as **Attachment 9**.
9. The Recipient will provide a final certification ([TWDB-1106-C](#)), after the completion of the construction contract and prior to issuance of a Certificate of Approval by the TWDB, stating the project was completed in compliance with the AIS requirements, **Attachment 10**.

4. Recommendations and Best Management Practices

The following recommendations are not required but should be considered by the applicant in implementation of the AIS requirements:

1. AIS requirements should be addressed in the engineering feasibility study to determine availability of AIS products and determine if any requests for waivers need to be initiated.
2. While a waiver application may be submitted at any time during the project, the Applicant should consider EPA's review schedule (15-day comment period plus review time) when scheduling projects. It is not recommended to request a waiver after the advertisement for bids or start of construction.
3. Develop procedures for maintaining a record of AIS documentation.
4. Distinguish separate bid items that must comply with AIS requirements on the Bid Form.

5. Consideration of AIS compliance documentation when developing the contractor submittal procedures for shop drawings, material lists, and manufacturer certifications, etc.
6. Discuss AIS requirements during pre-bid conference and pre-construction meetings, to address contractor's responsibilities, and availability of iron and steel products needed to complete the project.

Attachment 1 – American Iron and Steel Requirement Guidance (March 20, 2014)

(Double click on the embedded Acrobat version below for a clear copy of the document, available at www.epa.gov/sites/default/files/2015-09/documents/ais-final-guidance-3-20-14.pdf)



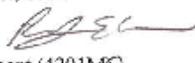
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

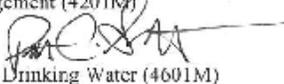
MAR 20 2014

OFFICE OF WATER

MEMORANDUM

SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014

FROM: For Andrew D. Sawyers, Director 
Office of Wastewater Management (4201M)

Peter C. Grevatt, Director 
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions I - X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an “American Iron and Steel (AIS)” requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

Attachment 2 – Questions and Answers Part 1: Valves and Hydrants (May 30, 2014, updated October 27, 2015)

(Double click on the embedded Acrobat version below for a clear copy of the document, available at https://www.epa.gov/sites/default/files/2018-05/documents/qa_part_1.pdf)

May 30, 2014

American Iron & Steel (AIS) Requirement of the Consolidated Appropriations Act of 2014 (Public Law 113-76) Q&A Part 1: Valves and Hydrants

Q1: Does the AIS requirement of the Consolidated Appropriations Act of 2014 require minor, miscellaneous components within a covered valve or hydrant, such as nuts, bolts and washers, to be made in the U.S.?

A1: The definition of "iron and steel products" that must either be domestically produced or subject to a waiver in order to comply with the AIS requirement of the Consolidated Appropriations Act of 2014

Question 1 has been superseded by the National Minor Components Waiver signed on October 27, 2015. This waiver can be found here: https://www.epa.gov/sites/production/files/2015-10/documents/minor_components_waiver_signed_10_27_15_508.pdf

products that must either be made domestically, or otherwise must comply with the AIS requirement. The minor components represent a very small percentage of the iron and steel in the hydrants and valves that are defined as "iron and steel products." These minor components, which EPA has learned through our research are currently difficult to find domestically in sufficient quantity, such as minor nuts, bolts, and washers, are not required to be of U.S. origin.

Q2: Do the actuators/control systems attached to valves have to comply with the AIS requirement, or just the valve itself?

A2: The AIS requirement of the Consolidated Appropriations Act of 2014 includes valves in its definition of "iron and steel products" that recipients must make certain are either domestically made or subject to a waiver in order to comply with the AIS requirement. Actuators and control systems are not included in the definition. Only the valve itself is required to be either domestically produced or subject to a waiver in order to be compliant with the AIS requirement. Absent a waiver, EPA considers valves and hydrants to be domestically produced if the significant iron and steel components of a covered valve or hydrant – the body, bonnet, shoe, stem, and wedge/disc/gate/ball – if made of iron or steel, is produced in the U.S. See Q1 above for a discussion about minor components. The valves and actuators, while often purchased and shipped together, are two unique products that are manufactured separately and typically attached together during the final step of the process. Valves are included in the definition of "iron and steel products" in the AIS requirement. Actuators, whether manual, electric, hydraulic or pneumatic, are not listed as an "iron and steel product" under the AIS requirement of the Consolidated Appropriations Act of 2014, nor are they considered construction materials. Therefore, they do not need to be domestically produced in the U.S. in order to comply with the requirement.

1 of 2

Attachment 3 – Questions and Answers Part 2: Products, Projects, and Process (September 10, 2014)

(Double click on the embedded Acrobat version below for a clear copy of the entire document, available at https://www.epa.gov/sites/default/files/2015-09/documents/ais-qanda-part-2_sept102014_final_0.pdf)

September 10, 2014

American Iron & Steel (AIS) Requirement of the Consolidated Appropriations Act of 2014
(Public Law 113-76)

Q&A Part 2

PRODUCT QUESTIONS

1. Q: Do all fasteners qualify for de minimis exemption?

A: No. There is no broad exemption for fasteners from the American Iron and Steel (AIS) requirements. Significant fasteners used in SRF projects are not subject to the de minimis waiver for projects and must comply with the AIS requirements. Significant fasteners include fasteners produced to industry standards (e.g., ASTM standards) and/or project specifications, special ordered or those of high value. When bulk purchase of unknown-origin fasteners that are of incidental use and small value are used on a project, they may fall under the national de minimis waiver for projects. The list of potential items could be varied, such as big-box/hardware-store-variety screws, nails, and staples. The key characteristics of the items that may qualify for the de minimis waiver would be items that are incidental to the project purpose (such as drywall screws) and not significant in value or purpose (such as common nails or brads). See the following: http://water.epa.gov/grants_funding/upload/Deminimis-Waiver-04-15-14.pdf.

EPA also clarifies that minor components of two listed products – valves and hydrants – may not need to meet the AIS requirements if the minor components comprise a very small quantity of minor, low-cost fasteners that are of unknown origin. See EPA's questions and answers on the subject at the following: http://water.epa.gov/grants_funding/upload/AIS-QandA-Part-1-Valves-and-Hydrants-final.pdf.

2. Q: Does PCCP pipe have to be domestically produced?

A: Yes. Pre-stressed concrete cylinder pipe (PCCP) or other similar concrete cylinder pipes would be comparable to pre-cast concrete which is specifically listed in the Consolidated Appropriations Act of 2014 as a product subject to the AIS requirement.

3. Q: If the iron or steel is made from recycled metals will the vendor/supplier have to provide a certification document certifying that the recycled metals are domestically produced?

A: No. Recycled source materials used in the production of iron and steel products do not have to come from the U.S. Iron or steel scrap, for instance, are considered raw materials that may come from anywhere. While certification is not required for the raw material, EPA does recommend that additional final processing of iron and steel be certified to have occurred in the U.S.

4. Q: Do tanks used for filtration systems, if delivered to the construction site separately and then filled with filtration media onsite, have to be domestically produced?

Attachment 4 – Questions and Answers Part 3: Plans and Specifications Dates, Refinancing and Coatings (March 16, 2015)

(Double click on the embedded Acrobat version below for a clear copy of the entire document, available at https://www.epa.gov/sites/default/files/2015-09/documents/ais-ganda-part-3-mar-2015_final-for-posting_0.pdf)

March 2015

American Iron & Steel Requirement for the Clean Water and Drinking Water State Revolving Funds

Q&A Part 3

For CWSRF and DWSRF: On January 17, 2014, Public Law 113-76, the "Consolidated Appropriations Act, 2014," was enacted and included an American Iron and Steel requirement for the Clean Water and Drinking Water State Revolving Fund programs through the end of fiscal year 2014. Since then, the AIS requirement has continued for both programs, but through different statutes, with a few changes as described in the questions and answers provided below.

For CWSRF: On June 10, 2014, the Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS products in CWSRF assistance agreements. Section 608 of the CWA now contains requirements for AIS that repeat those of the Consolidated Appropriations Act, 2014. All CWSRF assistance agreements must comply with Section 608 of the CWA for implementation of the permanent AIS requirement.

For DWSRF: On December 16, 2014, the President signed Public Law 113-235, the "Consolidated and Further Continuing Appropriations Act, 2015," which provides fiscal year 2015 full-year appropriations through September 30, 2015. This law continues the requirement for the use of AIS products in DWSRF assistance agreements through September 30, 2015.

CWSRF PROGRAM

1. **Q: The Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS for CWSRF funded assistance agreements. Does the CWA include an exemption for plans and specifications approved prior to the enactment of the legislation similar to the exemption included in the Consolidated Appropriations Act (CAA) 2014?**

A: Yes. The WRRDA amendment to the CWA, which included AIS requirements, included a similar exemption as the CAA 2014. For any CWSRF assistance agreement signed on or after October 1, 2014, if the plans and specifications were approved prior to June 10, 2014 (the enactment of WRRDA), then the project is exempt from AIS requirements. For assistance agreements signed prior to October 1, 2014, the previous dates in the CAA 2014 apply (see March 20, 2014, AIS guidance document).

If a project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the plans and specifications approval date for purposes of this exemption in Section 608 (f).

The following table summarizes AIS exemptions based on the plans and specifications approval date for CWSRF funded projects.

3/16/2015

Attachment 5 – EPA Approved Waivers

1. De Minimis Waiver pursuant to Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA) (April 15, 2014)

(Double click on the embedded Acrobat version below for a clear copy of the entire document, available at <https://www.epa.gov/cwsrf/de-minimis-waiver-pursuant-section-436-pl-113-76-consolidated-appropriations-act>)



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF WATER

DECISION MEMORANDUM

SUBJECT: De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA), 2014

FROM: Nancy K. Stoner
Acting Assistant Administrator

The EPA is hereby granting a nationwide waiver pursuant to the "American Iron and Steel (AIS)" requirements of P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), section 436 under the authority of Section 436(b)(1) (public interest waiver) for de minimis incidental components of eligible water infrastructure projects. This action permits the use of products when they occur in de minimis incidental components of such projects funded by the Act that may otherwise be prohibited under section 436(a). Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel" (AIS) requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use specific domestic iron and steel products that are produced in the United States if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Fiscal Year 2014, unless the agency determines it necessary to waive this requirement based on findings set forth in Section 436(b). The Act states, "[the requirements] shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency... finds that—(1) applying subsection (a) would be inconsistent with the public interest;" 436(b)(1).

In implementing section 436 of the Act, the EPA must ensure that the section's requirements are applied consistent with congressional intent in adopting this section and in the broader context of the purposes, objectives, and other provisions applicable to projects funded under the SRF. Water infrastructure projects typically contain a relatively small number of high-cost components incorporated into the project. In bid solicitations for a project, these high-cost components are generally described in detail via project specific technical specifications. For these major components, utility owners and their contractors are generally familiar with the conditions of availability, the potential alternatives for each detailed specification, the approximate cost, and the country of manufacture of the available components.

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2. Nationwide Plans and Specifications Waiver pursuant to Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA) (April 15, 2014)

(Double click on the embedded Acrobat version below for a clear copy of the entire document, available at <https://www.epa.gov/cwsrf/nationwide-plans-and-specs-waiver-pursuant-section-436-pl-113-76-consolidated-appropriations>)



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF WATER

DECISION MEMORANDUM

SUBJECT: Plans and Specifications Waiver of Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA), 2014

FROM: Nancy K. Stoner
Acting Assistant Administrator

The EPA is hereby granting a nationwide waiver of the American Iron and Steel requirement pursuant to Section 436(b)(1) (public interest waiver), of the Consolidated Appropriations Act (CAA), 2014, for eligible projects that had engineering plans and specifications submitted to an appropriate state agency prior to and including January 17, 2014, the date of enactment of the CAA, and approved between and including January 17, 2014, and the date of this waiver, where the state agency that approved such plans and specifications did so under the normal course of business for that agency. This action permits the use of non-domestic iron and steel products in such projects funded by a Clean or Drinking Water State Revolving Fund that may otherwise be prohibited under section 436.

If a project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the plans and specifications approval date for purposes of this national waiver.

The basis for the nationwide waiver is that due to the uncertainty about whether an American Iron and Steel requirement would be included in this year's appropriation, potential assistance recipients did not have the opportunity to plan for a possible American Iron and Steel requirement. Until detailed guidance was issued, potential assistance recipients were unable to solicit bids from construction firms with appropriate definitions of key terms contained in the CAA language. Additionally, projects that submitted engineering plans and specifications prior to and including January 17, 2014, without knowledge of the American Iron and Steel requirement, and with the anticipation that such plans would be quickly approved, but such approval did not occur until on or after January 17, 2014, would be required to redesign elements of the project, investigate potential domestic products, revise engineering drawings and bid specifications, and resubmit such plans and specifications for approval, thereby delaying the initiation of construction substantially. These projects which do not require approved plans and specifications, but were bid prior to the guidance being issued, also could be required to rebid the project or submit change orders to comply with the new requirements, which would also delay initiation of construction.

3. National Product Waiver for Pig Iron and Direct Reduced Iron (February 18, 2015)

(Double click on the embedded Acrobat version below for a clear copy of the entire document, available at <https://www.epa.gov/cwsrf/national-product-waiver-pig-iron-and-direct-reduced-iron>)



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

FEB 18 2015

OFFICE OF WATER

DECISION MEMORANDUM

SUBJECT: National Product Waiver for Pig Iron and Direct Reduced Iron for State Revolving Fund Projects

FROM: *Kenneth J. Kopocis*
Kenneth J. Kopocis
Deputy Assistant Administrator

The U.S. Environmental Protection Agency is hereby granting a national product waiver pursuant to the "American Iron and Steel" provisions of the Clean Water Act and Public Law 113-235, the "Consolidated and Further Continuing Appropriations Act, 2015," for certain intermediate goods used in the manufacture of iron and steel products.¹ This waiver permits the use of pig iron and direct reduced iron manufactured outside of the United States in domestic manufacturing processes for iron and steel products used in projects funded by a Clean Water or Drinking Water State Revolving Fund that may otherwise be prohibited absent this waiver. The waiver is retroactive and thus also applies to the use of non-domestic pig iron and direct reduced iron before the signature date.

Background: Pig iron and direct reduced iron are intermediate products of iron and steel manufacturing used as material feed sources in iron and steel foundries and steel mills. Pig iron is a product of iron ore smelting in a blast furnace. It is made from molten iron, which has been cast in the shape of "pigs" as it comes from the blast furnace. Direct reduced iron ore is produced from iron ore, pellets or fines, which are reduced in a solid state using natural gas. Hot briquetted iron, or HBI, is a compacted form of direct reduced iron with enhanced physical characteristics for shipment and storage.

Coverage: This waiver permits the use of iron and steel products that were manufactured using non-domestic pig iron and direct reduced iron in projects that receive funds from either the CWSRF or DWSRF. Any project that received or will receive funds from the CWSRF or DWSRF beginning with the enactment of P.L. 113-75, the "Consolidated Appropriations Act, 2014," may use this waiver for iron and steel that use these intermediate goods.

Rationale: The AIS provisions require CWSRF and DWSRF assistance recipients to use specific domestic iron and steel products that are produced in the United States if the project is funded

¹Absent a waiver, all treatment works and drinking water facilities that are constructed, in whole or in part, with funds from the CWSRF or the DWSRF, must use American made iron and steel. EPA is allowed under certain circumstances to provide waivers of this requirement.

4. National Product Waiver for Minor Components in Iron and Steel Products (with Cost Ceiling) (October 27, 2015)

(Double click on the embedded Acrobat version below for a clear copy of the entire document, available at <https://www.epa.gov/cwsrf/national-product-waiver-minor-components-iron-and-steel-products>)



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OCT 27 2015

OFFICE OF WATER

DECISION MEMORANDUM

SUBJECT: National Product Waiver for Minor Components within Iron and Steel Products (with Cost Ceiling) for State Revolving Fund Projects

FROM: Kenneth J. Kopocis *Kenneth J. Kopocis*
Deputy Assistant Administrator

The U.S. Environmental Protection Agency is hereby granting a national product waiver pursuant to the "American Iron and Steel" provisions of the Clean Water Act and Public Law 113-235, the "Consolidated and Further Continuing Appropriations Act, 2015," (hereinafter referred to as "the Acts") for minor components within a product under an established cost ceiling.¹ The waiver will permit projects funded by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund to use non-domestically produced miscellaneous minor components within an otherwise domestically produced iron and steel product for up to 5 percent of the total material cost of the product. These products could be prohibited absent this waiver. This waiver is retroactive, and so also applies to products purchased before the signature date of this waiver.

Coverage: The items covered by this waiver include miscellaneous minor components within iron and steel products as defined in the AIS provisions of the Acts. The specific minor components in covered iron and steel products will vary by product and manufacturer. Pursuant to this waiver, non-domestically produced miscellaneous minor components comprising up to 5 percent of the total material cost of an otherwise domestically produced iron and steel product may be used. This waiver does not exempt the whole product from the AIS requirements, and the primary iron or steel components of the product must be produced domestically. Unless subject to a separate waiver, all other iron and steel components in these products must still meet the AIS requirements. Valves and hydrants are also subject to the cost ceiling requirements described here. This waiver supersedes the EPA's previous guidance issued on May 30, 2014, (Question 1) related to minor components in valves and hydrants.

The coverage of this waiver is different from that of the existing national de minimis waiver. While the national de minimis waiver covers entire products (when those products are generally of low cost and incidental to the construction of the project), this waiver covers minor components within an iron and steel product. In addition, the national de minimis waiver is intended for assistance recipients to use for their projects, while this minor components waiver is intended to allow manufacturers to certify that their products comply with the AIS requirements.

¹ Absent a waiver, all treatment works and drinking water facilities that are constructed, in whole or in part, with funds from the CWSRF or the DWSRF, must use American made iron and steel. The EPA is allowed under certain circumstances to provide waivers of this requirement.

5. (Expired) Final Extension of the Short-Term National Product Waiver for Stainless Steel Nuts and Bolts Used in Pipe Couplings, Restraints, Joints, Flanges, and Saddles (August 24, 2018)

(Double click on the embedded Acrobat version below for a clear copy of the entire document, available at <https://www.epa.gov/cwsrf/final-18-month-extension-national-product-waiver-stainless-steel-nuts-and-bolts-august-24>)



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

AUG 24 2018

DECISION MEMORANDUM

OFFICE OF WATER

SUBJECT: Final Extension of the Short-Term National Product Waiver for Stainless Steel Nuts and Bolts used in Pipe Couplings, Restraints, Joints, Flanges, and Saddles for State Revolving Fund Projects

FROM: David P. Ross
Assistant Administrator

The U.S. Environmental Protection Agency (EPA) hereby grants an extension of the Short-Term National Product Waiver for Stainless Steel Nuts and Bolts used in Pipe Couplings, Restraints, Joints, Flanges, and Saddles for State Revolving Fund Projects, pursuant to the "American Iron and Steel" (AIS) requirements of the Clean Water Act. The original waiver was signed on February 18, 2015, and was granted a one-year extension on February 22, 2016. A second extension was granted until February 18, 2018. With this third and final extension, the waiver will retroactively cover nuts and bolts purchased since February 18, 2018, and be extended 18 months from the signing date of this waiver (sunset date). This waiver will not be renewed after the sunset date. This waiver permits the purchase and use of non-domestically produced stainless steel nuts and bolts in bolting-type pipe couplings, restraints, joints, and repair saddles in iron and steel products for projects funded by a Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) that may otherwise be prohibited absent this waiver.

The original, approved waiver provides details regarding the specific types of products covered by and the rationale for issuance of the waiver (see: <https://www.epa.gov/sites/production/files/2015-09/documents/short-term-natl-waiver-for-ss-nuts-bolts-021815.pdf>). This national product waiver extension is short-term, applying to the covered products if those products are purchased by the assistance recipient or their representatives (i.e. construction contractor) up until the sunset date.

The EPA is granting this national product waiver extension on a short-term basis in order to provide the time U.S. manufacturers need to increase the domestic production of the specified stainless steel nuts and bolts. Upon the production of these parts, the EPA stands ready to provide assistance to states and others to help identify AIS compliant products consistent with the April 2017 Buy American and Hire American Executive Order.

Attachments:

1. Rationale and Legal Authority
2. Summary of Comments Received During 15-Day Informal Public Input Period on Short-Term Waiver Extension for Stainless-Steel Nuts and Bolts used in Pipe Couplings, Restraints, Joints, Flanges, and Saddles for State Revolving Fund (SRF) Projects

Attachment 6 – EPA Waiver Request

1. Information Checklist for Waiver Request

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

Items	<input type="checkbox"/>	Notes
<p>General</p> <ul style="list-style-type: none"> • Waiver request includes the following information: <ul style="list-style-type: none"> ○ Description of the foreign and domestic construction materials ○ Unit of measure ○ Quantity ○ Price ○ Time of delivery or availability ○ Location of the construction project ○ Name and address of the proposed supplier ○ A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance Applicant made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor 		
<p>Cost Waiver Requests</p> <ul style="list-style-type: none"> • Waiver request includes the following information: <ul style="list-style-type: none"> ○ Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products ○ Relevant excerpts from the bid documents used by the contractors to complete the comparison ○ Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers 		
<p>Availability Waiver Requests</p> <ul style="list-style-type: none"> • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: <ul style="list-style-type: none"> ○ Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials ○ Documentation of the assistance Applicant’s efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. ○ Project schedule ○ Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials • Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought <p>Has the State received other waiver requests for the materials described in this waiver request, for comparable projects?</p>		

2. EPA Checklist for Waiver Request

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Review Items	Yes	No	N/A	Notes
Cost of Waiver Request <ul style="list-style-type: none"> • Does the waiver request include the following information? <ul style="list-style-type: none"> ○ Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products 				
<ul style="list-style-type: none"> ○ Relevant excerpts from the bid documents used by the contractors to complete the comparison 				
<ul style="list-style-type: none"> ○ A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market 				
<ul style="list-style-type: none"> • Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%? 				
Availability Waiver Requests <ul style="list-style-type: none"> • Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested? <ul style="list-style-type: none"> ○ Supplier information or other documentation indicating availability/delivery date for materials ○ Project schedule ○ Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials • Does supporting documentation provide sufficient evidence that the 				
<ul style="list-style-type: none"> • Contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers? 				
<ul style="list-style-type: none"> • Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information) 				

<ul style="list-style-type: none">• Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested? Examples include:<ul style="list-style-type: none">o Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same Stateo Multiple waiver requests for the materials described in this waiver request, for comparable projects in other Stateso Correspondence with construction trade associations indicating the non-availability of the materials• Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits?				
--	--	--	--	--

Attachment 7 – Construction Contract Language

The following language must be included in all construction and purchase contracts associated with a TWDB CWSRF or DWSRF loan:

The Contractor acknowledges to and for the benefit of the **Owner** (“Purchaser”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser to enforce this Agreement and recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the TWDB, or any damages owed to the Purchaser).

NOTE: It is required that the Owner receive and maintain files documenting the Contractor’s use of AIS. Monthly compliance with AIS must be verified by the Owner through the submittal of the TWDB form TWDB-1106-A.

Attachment 8 – Sample Certifications

AIS Certification must document the location of the manufacturing process involved with the production of steel and iron materials. Each handler (supplier, fabricator, manufacturer, processor, etc.) of the iron and steel products and their step in the process must be recorded and certified as domestically performed.

The applicant may utilize either

- 1) a Final Manufacturer Certification process, in which the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification identifying all handlers of the iron or steel product, and asserting that all manufacturing processes occurred in the US; or
- 2) a Step Certification process in which each handler of the iron or steel product provides a separate certification letter certifying that their step in the process was domestically performed.

1. Final Manufacturer Certification – Version 1 – AIS Products Delivered to Project Site

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead. The Final Manufacturer’s Certification should list everyone who has handled the product, starting with the processor of the raw iron or steel through the contractor who installs the final product.

Date

Company Name
Company Address
City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the project site below are in full compliance with the American Iron and Steel requirement as mandated in EPA’s State Revolving Fund Programs.

Project Site location (City, State): _____

Project’s Prime Contractor Name: _____

List for all Items, Products and/or Materials (Include all the predecessor manufacturing processes before the final manufacturer for each item on the list):

Item 1: _____
Predecessor Manufacturing Process: _____
Manufacturer’s Name: _____
Manufacturing location (City, State): _____

Predecessor Manufacturing Process: _____
Manufacturer’s Name: _____
Manufacturing location (City, State): _____

Item 2: _____
Predecessor Manufacturing Process: _____
Manufacturer’s Name: _____
Manufacturing location (City, State): _____

Predecessor Manufacturing Process: _____
Manufacturer’s Name: _____
Manufacturing location (City, State): _____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the project engineer.

Signed by company representative

2. Final Manufacturer Certification – Version 2 – AIS Products Purchased from Supplier

The Final Manufacturer’s Certification should list everyone who has handled the product, starting with the processor of the raw iron or steel through to the Supplier.

Date

Company Name
Company Address
City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the Supplier listed below are in full compliance with the American Iron and Steel requirement as mandated in EPA’s State Revolving Fund Programs.

Supplier: _____
Address: _____

List for all Items, Products and/or Materials (Include all the predecessor manufacturing processes before the final manufacturer for each item on the list):

Item 1: _____
Predecessor Manufacturing Process: _____
Manufacturer’s Name: _____
Manufacturing location (City, State): _____

Predecessor Manufacturing Process: _____
Manufacturer’s Name: _____
Manufacturing location (City, State): _____

Item 2: _____
Predecessor Manufacturing Process: _____
Manufacturer’s Name: _____
Manufacturing location (City, State): _____

Predecessor Manufacturing Process: _____
Manufacturer’s Name: _____
Manufacturing location (City, State): _____

If any of the above compliance statements change while providing material to this project we will immediately notify the Supplier.

Signed by company representative

3. Step Certification

A step certification is a process under which each handler (supplier, fabricator, manufacturer, processor, etc.) of the iron and steel products certifies that their step in the process was domestically performed. The Step Certification process requires you receive a separate letter from everyone who handles the product, starting with the processor of the raw iron or steel through the contractor who installs the final product.

4. Step Certification Letter

The following information is provided as a sample letter of step certification for AIS compliance. Documentation must be provided on company letterhead of each handler responsible for that process of the iron or steel product.

Date

*Company Name
Company Address
City, State ZIP Code*

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for (project site _____ or to _____ company) is in full compliance with the American Iron and Steel requirement as mandated in EPA’s State Revolving Fund Programs.

*Item 1: _____
Manufacturing location (City, State): _____*

*Item 2: _____
Manufacturing location (City, State): _____*

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

5. Step Certification Log

The following information is provided as a sample log to keep track of step certification for AIS compliance. The TWDB makes no claims regarding the legality of the step certification log with respect to AIS compliance.

American Iron and Steel Step Certification Log for

(Iron or Steel Product)

Contractor: _____
(Name) (Item)

Supplier: _____
(Name) (Item)

Final Manufacturer: _____
(Name) (Item) (Process)

Predecessor Manufacturer 1: _____
(Name) (Item) (Process)

Predecessor Manufacturer 2: _____
(Name) (Item) (Process)

Processor (e.g., foundry): _____
(Name) (Item) (Process)

6. De Minimis Log

The following information is provided as a sample De Minimis log for AIS compliance ([TWDB-1106-B](#)). The TWDB makes no claims regarding the legality of the De Minimis log with respect to AIS compliance.

Figure 1 - Information contained in the log example: Owner Name, Project Name, TWDB SRF Number, Contractor Name, Total Project Cost, Total Material Cost followed by data entered for each of the following categories: Item Number, Iron or Steel Product, Unit Cost, Quantity, Total Cost, Percent of Total Material Cost Less Than One Percent, Cumulative Cost, Percent of Total Material Cost Less Than Five Percent.

American Iron and Steel de minimis log							
Owner Name: City				Total Project Cost: \$130,000.00			
Project Name: CID 01 - Project				Total Material Cost: \$100,000.00			
TWDB SRF No.: ####							
Contractor Name: Contractor							
Item No.	Iron or Steel Product	Unit Cost	Quantity	Total Cost	% Mat Cost (< 1%)	Cum Cost	% Mat Cost (< 5%)
1	Steel Door	\$400.00	1	\$ 400.00	0.40%	\$ 400.00	0.40%
2	Bolts	\$100.00	1	\$ 100.00	0.10%	\$ 500.00	0.50%
3	Welding rods	\$30.00	1	\$ 30.00	0.03%	\$ 530.00	0.53%
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							

Attachment 9 – Monthly American Iron and Steel Certificate Form 1106-A

Compliance Submittal by Owner (Sub-Recipient)

TWDB Project No. _____

Loan No. _____

This executed certificate must be submitted with each Outlay report requesting funds associated with construction contracts for all iron and steel products and/or materials included within the project's construction contracts.

I, _____, _____ of
(Name) (Title)

_____ hereby certify that all iron and steel products and/or materials incorporated into the construction, alteration, maintenance, or repair of the subject project are in full compliance with the American Iron and Steel requirements of Section 608 of the Federal Water Pollution Control Act (33 U.S.C. §1388) for the Clean Water State Revolving Fund or federal law, including federal appropriation acts and Section 1452(a)(4) of the Safe Drinking Water Act (42 U.S.C. §300j-12(a)(4)), as applicable, for the Drinking Water State Revolving Fund, or comply with waivers granted by the U.S. Environmental Protection Agency.

I understand that a false statement herein may subject me to penalties under federal and state laws relating to filing false statements and other relevant statutes.

Signature

Date

Attachment 10 – Final American Iron and Steel Certificate Form 1106-C

Compliance Submittal by Owner (Sub-Recipient)

TWDB Project No. _____
Loan No. _____

This executed certification must be submitted after the completion of the construction contract and prior to issuance of a Certificate of Approval by the TWDB, stating the project was completed in compliance with the AIS requirements.

I, _____, _____ of
(Name) (Title)

_____ hereby certify that all iron and steel products and/or materials incorporated into the construction, alteration, maintenance, or repair of the subject project were in full compliance with the American Iron and Steel requirements of Section 608 of the Federal Water Pollution Control Act (33 U.S.C. §1388) for the Clean Water State Revolving Fund or federal law, including federal appropriation acts and Section 1452(a)(4) of the Safe Drinking Water Act (42 U.S.C. §300j-12(a)(4)), as applicable, for the Drinking Water State Revolving Fund, or comply with waivers granted by the U.S. Environmental Protection Agency.

I understand that a false statement herein may subject me to penalties under federal and state laws relating to filing false statements and other relevant statutes.

Signature

Date

Monthly American Iron and Steel Certificate

Compliance Submittal by Owner (Sub-Recipient)

TWDB Project No. _____

Loan No. _____

This executed certificate must be submitted with each Outlay report requesting funds associated with construction contracts for all iron and steel products, and/or materials included within the project's construction contracts.

I, _____, _____ of
(Name) (Title)

(Name of Entity)

hereby certify that all iron and steel products and/or materials incorporated into the construction, alteration, maintenance, or repair of the subject project are in full compliance with the American Iron and Steel requirements of Section 608 of the Federal Water Pollution Control Act (33 U.S.C. §1388) for the Clean Water State Revolving Fund or applicable federal law, including federal appropriation acts and Section 1452(a)(4) of the Safe Drinking Water Act (42 U.S.C. §300j-12(a)(4)), as applicable, for the Drinking Water State Revolving Fund, or comply with waivers granted by the U.S. Environmental Protection Agency.

I understand that a false statement herein may subject me to penalties under federal and state laws relating to filing false statements and other relevant statutes.

Signature _____

Date _____

American Iron and Steel
de minimis log

Owner Name: [City of Dripping Springs](#)
Project Name: [East Interceptor Segment 1](#)
TWDB SRF Number: [73819](#)
Contractor Name:

Total Project Cost: [\\$0.00](#)
Total Material Cost:

Item No.	Iron or Steel Product	Unit Cost	Quantity	Total Cost	% Material Cost (< 1%)	Cumulative Cost	% Material Cost (< 5%)
1				\$ -			
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							

Final American Iron and Steel Certificate

Compliance Submittal by Owner (Sub-Recipient)

TWDB Project No. _____

Loan No. _____

This executed certification must be submitted after the completion of the construction contract and prior to issuance of a Certificate of Approval by the TWDB, stating the project was completed in compliance with the AIS requirements.

I, _____ of
(Name) (Title)

(Name of Entity)

hereby certify that all iron and steel products and/or materials incorporated into the construction, alteration, maintenance, or repair of the subject project were in full compliance with the American Iron and Steel requirements of Section 608 of the Federal Water Pollution Control Act (33 U.S.C. §1388) for the Clean Water State Revolving Fund or federal law, including federal appropriation acts and Section 1452(a)(4) of the Safe Drinking Water Act (42 U.S.C. §300j-12(a)(4)), as applicable, for the Drinking Water State Revolving Fund, or comply with waivers granted by the U.S. Environmental Protection Agency.

I understand that a false statement herein may subject me to penalties under federal and state laws relating to filing false statements and other relevant statutes.

Signature

Date

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser 	Title	Date
---------------	-------	------

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
 Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

REQUIRED ENVIRONMENTAL MITIGATION MEASURES

The following is a list of mitigation measures that are recommended for all construction projects. All mitigation measures must be adhered to during construction.

1. **Cultural Materials:** If cultural materials are encountered during construction, work will cease in the immediate area of the discovery. Work may continue in those project locations outside of the discovery area, with written approval from the Texas Water Development Board. In the event of discovery, the contractor must immediately notify the Owner, Project Engineer, the Texas Historical Commission (512) 463-6100, and the TWDB.
2. **Threatened or Endangered Species:** If a threatened or endangered species is encountered during construction, work will cease in the immediate area of the discovery. Work may continue in those project locations outside of the discovery area, with written approval from the Texas Water Development Board. In the event of discovery, the contractor must immediately notify the Owner, Project Engineer, Texas Parks and Wildlife, and the TWDB.
3. **Texas Horned Lizard:** To avoid potential harm to the Texas Horned Lizard (THL), the Consultant Engineer and City of Toyah will be responsible for implementing the following measures:
 - a. All construction personnel will be instructed to avoid killing, injuring, or any type harmful disturbance to the THL during construction;
 - b. Pipeline trenches which remain open overnight, and or for more than two daylight hours will be inspected for the presence of the THL prior to backfilling;
 - c. Texas Horned Lizards discovered in any open trench will be carefully removed and relocated safely away from the construction area by approved individuals;
 - d. Any THL relocation(s) by approved individuals will be reported to the Consulting Engineer.
4. **Native Species Re-Vegetation:** In accordance with Executive Order 13112 on Invasive Species and the Executive Memorandum on Beneficial Landscaping, re-seeding landscaping will be limited to seeding and replanting with native species, where possible. A mixture of grasses and fobs appropriate to address potential erosion problems and long-term cover will be planted when seed is reasonably available and the drought conditions have eased.
5. **Migratory Bird Treaty Act:** To comply with the Migratory Bird Treaty Act;
 - a. Vegetation disturbances will either avoid the general nesting period of March 1st through August 31st, or,
 - b. Areas proposed for disturbance will be inspected for nesting birds immediately prior to construction activities, in order to avoid the inadvertent destruction of nests, eggs, etc.
 - c. Any nests discovered which may be disturbed or destroyed should be reported to the U.S. Fish and Wildlife Service for further guidance.
6. **Prairie Dogs:** If prairie dog burrows are present in the construction area, non-harmful exclusion methods will be used to encourage the animals to vacate the area prior to disturbance of their habitat and discourage them from returning to the area during construction. Should these methods prove unsuccessful, the Texas Parks and Wildlife Department will be contacted for guidance. If prairie dog burrows are present in the construction area, they will be surveyed for the presence of burrowing owls. If nesting owls are found, disturbance will be avoided until the eggs have hatched and the young have fledged.

SCHEDULE OF DRAWINGS

	<u>Sheet No.</u>
Cover.....	1
General Notes.....	2
Storm Water Pollution Prevention Plan.....	3
Erosion and Sedimentation Control Plan	4
Overall Site Plan	5
East Interceptor Segment 1 P&P STA. 171+00 To 181+00	6
East Interceptor Segment 1 P&P STA. 181+00 To 191+50	7
East Interceptor Segment 1 P&P STA. 191+50 To End	8
East Interceptor Segment 1 Stub Out 'A' P&P	9
East Interceptor Segment 1 Stub Out 'B' and 'C' P&P	10
East Interceptor Segment 1 Stub Out 'D' and 'E' P&P	11
East Interceptor Segment 1 Stub Out 'F' and 'G' P&P	12
Traffic Control Plan	13
Standard Details 1 of 3	14
Standard Details 2 of 3	15
Standard Details 3 of 3	16

GENERAL CONSTRUCTION MATTERS

<u>TITLE</u>	<u>PARAGRAPH NO.</u>
Supremacy of the Standard General Conditions	1
Right-of-way	2-3
Obstruction of Streets, Premises, etc.	4-6
Conflict with Surface Obstructions	7
Conflict with Sub-Surface Obstructions	8-15
Crossings of Drainage Canals, etc.	16-17
Crossing Under Tracks	18-20
Handling and Disposal of Water	21-23
Cleaning Up, Removing Surplus Earth, etc.	24-25
Care of Surfaces in Unimproved Streets	26-28
Care of Surfaces in Partially Improved Streets	29-34
Cutting and Replacing Blacktop Roadway Surfaces	35-42
Removal and Replacing Concrete Surfaces	43-62
Decking under Surfacing Materials	63
Extra Work	64
Compliance with Laws	65-67
Protection of Work and Persons and Property	68-74
Water and Electricity During Construction	75
Sanitary Facilities	76
Surveys, Permits, and Regulations	77-78
Clean-up	79
Cutting, Patching, and Fitting	80
Storage of Materials	81
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Fences, Drainage, Channels, and Crop Damage	83-85
Disposal of Waste and Surplus Excavation	86-88

SUPREMACY OF STANDARD GENERAL CONDITIONS

- (1) These General Construction Matters provide specific guidance to the Contractor for situations which may commonly arise during the construction of the project. These General Construction Matters do not modify nor supersede the Standard General Conditions of the Construction Contract. Should any apparent conflicts arise between these General Construction Matters and the Standard General Conditions of the Construction Contract, the Standard General Conditions of the Construction Contract shall control in all cases.

RIGHT-OF-WAY

- (2) The Owner will furnish the Contractor with all necessary rights-of-way for the prosecution of his work as outlined in Article 5.01 of the Standard General Conditions of the Construction Contract. The right-of-way herein referred to is understood to mean only the permission to use and pass through the location or space in any street or highway, or through any public or private property in which the Contractor is to construct the work. The removal of any buildings, works or structures of any kind, including telephone and telegraph poles, power cables and wires, or other structures in, on, or over the public streets and roads, is a duty which the law imposes upon the owners of said structures, and the Contractor shall make arrangements with the owners for their removal; upon the failure or refusal of the owners to comply, they shall be removed at the expense of the Owners; provided said structures interfere with the normal construction operations.
- (3) The Contractor shall cut, trim, damage or uproot trees and shrubbery necessitated by construction only.

OBSTRUCTION OF STREETS, PREMISES, ETC.

- (4) All material excavated and equipment used shall be placed so as to interfere as little as possible with public travel and to permit the passage of emergency vehicles at all times. At such street

crossings and other points as may be directed by the Engineer the trenches shall be bridged in a proper and secure manner so as to prevent any serious interruption of travel upon the roadway or sidewalk and also to afford necessary access to particular public or private premises. The cost of all such work must be included in the prices bid for the various items of the contract.

- (5) Alternate streets crossing the work must be kept open unless otherwise permitted by the Engineer. The Engineer's rulings on this matter will be as liberal to the Contractor as conditions permit. The Contractor, must notify the Owner in charge of streets as far in advance as possible, at any rate not less than twenty-four (24) hours, before the closing to traffic of any street and must notify the Agency again when the street is open to traffic.
- (6) Special care must be taken to give free access at all times to all fire hydrants, water valves, fire alarm boxes, mail boxes and, as far as possible, all driveways. In case the Contractor shall fail to keep open streets, sidewalks, approaches to premises, etc., and shall refuse or neglect to open them within twelve (12) hours after written notification by the Engineer or shall fail to afford proper and necessary access to fire hydrants, water valves, fire alarm boxes, mail boxes or driveways and shall neglect or refuse to afford such access within three (3) hours of receiving either oral or written notice to do so, the Engineer shall be, and he is hereby, authorized and empowered to put on such forces and equipment as may be necessary and to open the required passage ways to provide the required access, deducting the actual cost thereof from any money which may be due or may become due the Contractor.

CONFLICT WITH SURFACE OBSTRUCTIONS

- (7) The Contractor shall be responsible for all poles, posts, gallery supports or any other structures or objects (except as otherwise specified in Paragraph No. 2, above,) existing along the line of his work within or without the limits of the excavation. He shall shore or otherwise support them when necessary and shall repair and make good any damage caused thereto by his work. The Owner will not bear the expense of supporting or removing and replacing any such visible structures. All culverts, bridge plates, crossing stones, etc., destroyed or disturbed in the execution of the contract shall be properly replaced by the Contractor as part of his obligations under the contract with no direct payment therefore.

CONFLICT WITH SUB-SURFACE OBSTRUCTION

- (8) Care must be taken not to injure any gas or water pipe or sewer or drain or service pipes therewith or conduits or other underground structures, and the Contractor must repair or have repaired at once, at his own cost, any public or private structure damaged by or in the course of his work unless the Owner should decide to exercise the right reserved in Paragraph No. 9, just below. Should the Contractor fail to repair or have repaired such damage or injury within a reasonable time the Engineer may, after twenty-four (24) hours written notice, have such repairs made and submit the actual cost of the repairs as a claim against the contractor as provided in the Standard General Conditions of the Construction Contract.
- (9) The Owner reserves the right to repair with its own forces any damage done to sewers, water mains, drain pipes, connections thereto, hydrants, valves, cable conduits or other structures belonging to the Owner. If the Owner exercises this right, he will make all necessary repairs, allowing the Contractor full opportunity for inspecting and checking the cost of the work, and submit the actual cost the repairs as a claim against the contractor as provided in the Standard General Conditions of the Construction Contract. These repairs will include everything necessary to restore the damaged structure to as good condition in all respects as prior to the Contractor's work. This may include the use of foundation material where none had been used before or different materials or types of construction from the original if these should be necessary to provide a new structure as stable and substantial as the one damaged.
- (10) Nothing in Paragraph No. 9, just above shall be construed as forbidding the Contractor to cut and restore drainage canals or other structures of the Owner's where the Drawings or the Engineer's orders required such cutting as a part of the Contractor's work.
- (11) Should the location or position of any gas or water pipe, sewer, drain, conduit or other publicly or privately owned facility within the limits of the trench be such that it conflicts otherwise so as, in the opinion of the Engineer, to require its removal, realignment or change in order that the work being

done under the contract may proceed according to the Drawings, such removal, realignment or change will be made in compliance with Article 5 of the Standard General Conditions of the Construction Contract. When, however, such gas or water pipe or other obstruction shall come within the limits of the excavation for the work the Contractor shall be responsible for stripping and/or uncovering the facility as part of his work in excavating.

- (12) In case any pipe or other obstruction so located as to interfere with the work is unexpectedly encountered the Contractor shall be at once notify the Engineer of the locality and circumstance and the work shall be stopped until satisfactory arrangements for avoiding the conflict are made in compliance with the Standard General Conditions of the Construction Contract.
- (13) The Engineer will in all cases be the judge of the necessity or expediency of any change or rearrangement of any underground structures which may interfere with the construction of the work of this contract.
- (14) The Contractor shall take all risks and be responsible for all expense and damage attending the presence or proximity of any gas or water pipes, sewer, drains, conduits or other underground structures where such pipes or other structures cross the trench or appear in the trench in such a manner as not to demand their rearrangement or realignment; also of all structures as are approximately parallel with the trench or adjacent to it but outside of the trench.
- (15) Where a pipe, a conduit or some other structure comes within the limits of the trench, such pipe or other structure shall be supported properly, and the Engineer shall have the right to direct the manner in which it shall be supported. Any lumber used for such purposes shall be left in the trench without any payment being made for it as the Contractor is responsible for the care of conflicting underground structures.

CROSSING OF DRAINAGE CANALS, ETC.

- (16) The fact that a sewer or some other structure being installed under this contract according to the Drawings crosses over or under a waterway, either natural or artificial, a railroad track, a pipe or culvert or any other structure or condition tending to make its installation more costly than normal shall not be cause for any extra charge above the price bid for the said sewer, or structure. The bidder is required to take note of such conditions when making his bid. If however, such a crossing is brought about by a change in the location of the sewer, etc., after the bids have been received, then the sewer, etc., will be paid for at the prices bid for such work and materials, or may be judged as extra work and paid for in accordance with procedure set out in Article 11, Changes in the Work, of the General Contract Conditions.
- (17) Natural or artificial streams or lagoons, drainage or navigation canals, gutters or culverts, shall not be unreasonably blocked or obstructed or prevented from carrying their customary drainage or traffic and shall be replaced by the Contractor in as good condition as they were originally without separate charge to the Owner. The Contractor shall be responsible for any damage of any kind resulting from interference with or obstruction of any drainage canal of their waterway. The Owner will secure the permits for crossing canals, streams or other waterways but the Contractor will be held to a strict compliance with the terms under which such permits may be issued.

CROSSING UNDER TRACKS

- (18) When any railroad tracks are encountered in the course of the work done under the contract the Contractor shall take utmost precautions to avoid injury to the roadbed or tracks of such railroads and to avoid any unnecessary delays or interruptions of traffic. The Engineer shall have the right to forbid the use of any methods or details of construction that he may deem unsafe or unwise but the Contractor will be held fully responsible for all risks and damages attending such work. The Contractor shall notify the Owner or lessor of any railroad or switch track of the contemplated crossing of the track at least forty-eight (48) hours in advance.
- (19) The Owner has the right to require that any tracks in dedicated streets be supported by the owner of the tracks over the excavations of the Owner or the Owner's Contractor in the said streets and under the said tracks. If the Engineer shall require the structure being built under this contract to be laid in an open trench under any such track or tracks, the Owner will call on the owner of each track to support his track over the Contractor's excavation without cost to the Contractor, the type

of support being determined by the owner of each track. However, the Contractor must provide for the safety of his excavation and must sheet the sides or otherwise secure them. If the Engineer shall require the Contractor to install his structures under tracks in the manner just described, the payment for the work done will be at the prices bid for the units of work involved, no extra charge for added difficulty or cost of crossing under an obstruction will be allowed, the added cost being included in the unit prices bid.

- (20) The Contract may require pipe sewers, pipe drains, water mains or similar structures to be jacked into place under railroad tracks so as to avoid interruption and hazard to rail traffic. In such cases the work will be paid for at the prices bid for such pipes, etc., jacked into place and explanatory drawings will be provided.

HANDLING AND DISPOSAL OF WATER

- (21) The Contractor shall pump, or otherwise remove, any standing water encountered in the area of his work or water accumulating in his excavations and shall do all the work necessary to keep his excavations free of water while the work is in progress. He shall keep his completed work free from excessive quantities of water and shall free it entirely for the purpose of inspection etc., at such times as the Engineer may direct.
- (22) Gutters or drains parallel with the trench or crossing the trench must be maintained unobstructed; when necessary, proper platforms shall be built over them to carry the excavated material or suitable flumes or diversion channels must be built so as to permit the free passage of all drainage water without interference. The Contractor must use due vigilance and care so that no water originating on his work or dammed up by his work or which he is obligated to handle and dispose of under his contract, shall be discharged upon the works or into the premises or structures of another party unless by mutual agreement of the parties affected.
- (23) The cost of all such handling and disposing of water as is outlined in paragraphs No. 21, and 22, just above, shall be included in the prices bid for the work being done. Separate payment will not be made.

CLEANING UP, REMOVING SURPLUS EARTH, ETC.

- (24) The hardest and driest of the excavated material -- the broken pavement material if the trench is in a pavement -- shall be set aside until the trench has been backfilled and then it shall be placed on top of the tamped backfill and tamped so as to provide promptly a surface as good and serviceable as possible for temporary traffic or pedestrian use, or used otherwise as is directed in Paragraph No. 26 below. The Contractor shall not, without the permission of the Engineer, remove from the line of the work any earth excavated therefrom which may be suitable for backfilling or surfacing until the excavation has been refilled and surfaced. Any surplus earth which may be left on the street after the excavations have been completely backfilled and compacted shall be regarded as the property of the Contractor and disposed of as approved by the Owner at no additional cost.
- (25) Overhaul, when required, will be performed as described elsewhere in the Contract Documents.

CARE OF SURFACES IN UNIMPROVED STREETS

- (26) Excavations in undeveloped areas where the streets have not been opened to traffic must be thoroughly backfilled and tamped, the backfill must be crowned well above the level of the adjacent ground surface and topped as required in the opening sentence of Paragraph No. 24, above. Settlement of the backfill below the adjacent surface must be refilled promptly. The cost of such care must be included in the price bid for laying the sewers, the drains, the water mains, etc. The Engineer will designate streets that may be treated in this manner.
- (27) Excavations in streets that have been opened for traffic and are in use by vehicles and pedestrians but have not been given any surface improvement must be treated as is specified just above in this paragraph except that the crowned, tamped, and topped backfilling must not stand more than six (6) inches above the level of the adjoining ground surface. The backfilling in these streets must be kept filled and compacted so that traffic across the trench is possible at all times. The cost of all such care must be included in the prices bid for laying the sewer, the drains, the water mains, etc. The Engineer may direct the Contractor to furnish caliche, and to place, spread, and compact over

the excavations so as to form a good surface, usable for traffic, over a specified area. For furnishing, placing, spreading, and compacting caliche, to such thickness as the Engineer shall direct, the Contractor will be paid for the quantity actually placed (measured in the truck before dumping) at the price bid for caliche, as the case may be, in the Proposal, or may be classified as extra work and paid for in accordance with procedure set out in Article 11, Changes in the Work, of the General Contract Conditions.

- (28) Such surfaces as are described in this Paragraph No. 26 are known as "unimproved surfaces". All partially improved surfaces shall be maintained as specified above.

CARE OF SURFACES IN PARTIALLY IMPROVED STREETS

- (29) When an excavation has been made in a street which has been paved with gravel or caliche or some similar material, or in a street which has not been paved but has been filled with broken concrete, caliche, gravel or similar materials or combinations thereof so as to make a hard usable surface for roadway or sidewalk, the Contractor shall carefully remove and set aside this hard material and use it for backfilling the upper part of the trench above the embedment, to nine (9) inches below the general street surface. On this selected backfilling, after it has been well tamped, the Contractor shall place caliche to a depth of one (1) foot leaving the top of the caliche about three (3) inches above the general street surface. The Engineer may direct that the edges of the trench be cut back from the authorized side of the ditch, if he considers it necessary, before the caliche is put in place. For trimming the edges of the trench when so ordered and for furnishing and placing the caliche as described above the Contractor will be paid the price per square yard bid for restoring partially improved surfaces. Measurement will be for the actual width of caliche placed up to a maximum of nine (9) inches on each side beyond the authorized trench width.
- (30) Later settlement of the trench area or of immediately adjoining areas shall be filled with caliche and kept filled. All such subsequent repairs must be made by the Contractor at his own expense.
- (31) The Contractor is fully responsible for all damages done to surfaces outside the line of work and must restore such surfaces to good condition and so maintain them at his own expense. Each city block will be treated as a unit.
- (32) Such surfaces as are described in this Paragraph No. 29 are known as "partially improved surfaces". All partially improved surfaces shall be maintained as specified above.
- (33) If the Engineer shall decide that traffic or other conditions make it desirable that an application of oil should be made to the caliche surface of a cut in an unimproved street or in a partial improved street on which oil had not previously been placed, he may order the new surfacing to be oiled in such a manner as he directs. The cost of the oil and its application according to his directions may be classified as extra work and paid for in accordance with procedure set out in Article 11, Changes in the Work, of the General Contract Conditions.
- (34) If the Engineer directs that a coating of asphalt, frequently called "Blacktop", should be placed on the caliche surface of a cut in a partially improved street on which blacktopping had not previously been placed he may order the blacktopping be furnished and placed in such a manner as he desires. This work may be classified as extra work and paid for in accordance with procedure set out in Article 11, Changes in the Work, of the General Contract Conditions.

CUTTING AND REPLACING BLACKTOP ROADWAY SURFACE

- (35) Blacktop roadway which has been cut or broken in the course of the work shall be restored by the Contractor as follows:
- (36) The embedment used below and above the sewer, the drain or the water pipe shall be thoroughly tamped. Backfilling above the embedment shall be selected excavated material or, on order of the Engineer, shall be river sand or lake sand. This backfill, well compacted, shall be brought up to ten (10) inches below the underside of the adjoining, undisturbed blacktopping. If the backfilling of the trench has been of the excavated material, decking to the full width of the trench shall be placed over its whole surface. If the backfilling has been with sand, the Engineer will decide whether or not the decking shall be used.

- (37) Caliche shall then be placed in the widened area filling it to the undisturbed street surface. The contractor shall maintain the caliche surface in good condition, suitable for traffic, until the Engineer shall order the Blacktop Surface to be placed. This will ordinarily be not less than thirty (30) days nor more than sixty (60) days after the completion of the backfilling of the trench between two consecutive manholes for sewer lines and after the completion of the backfilling of a block of trench for water lines.
- (38) When the order for repavement is given, the Contractor shall within 10 days but with due allowance being made for bad weather, trim the caliche down to 2 inches below the surface of the blacktop, cut back any broken or depressed blacktopping. He shall then place and compact the new blacktop surface course flush with the undisturbed surface.
- (39) All the materials used and the method of their installation shall be the same as those employed by the Owner making street repairs or improvements of a similar nature.
- (40) The thickness of the blacktop course laid by the Contractor shall not anywhere be less than two (2) inches; caliche shall be used, to provide for the proper base.
- (41) The measurement for payment will be for the full length of the trench and for that portion of the authorized trench width which required cutting and replacing, plus twelve (12) inches on each affected side.
- (42) Payment for all this work and all the materials, in place, except for the decking, will be made at the price per square yard bid for cutting and replacing blacktop pavement. The requirements for decking and compensation therefor is described elsewhere in this section.

REMOVAL AND REPLACING CONCRETE SURFACES

- (43) Roadway surfaces that have been paved with concrete, either plain or reinforced, or with asphalt or similar material, vitrified bricks, granite blocks or any other surfacing material laid on a concrete base or that have been paved with asphalt, etc., are termed "paved surfaces". Sidewalk or driveway surfaces of concrete or reinforced concrete, either monolithic or divided into blocks, or of flagstones, bricks or any other hard paving substance are included in the term "paved surfaces". The Engineer will determine, where there is any doubt, under which classification any roadway or sidewalk or driveway surface is to be placed.
- (44) The Owner will specify in each contract whether restoration of pavement cut or broken in the course of the work of the contract will be an obligation of the Contractor or whether such pavement will be restored by other forces. Paragraphs No. 45-59, both included, govern the cutting and restoration of the pavement by the Contractor or its restoration by other forces.
- (45) If the Contractor is to replace the pavement, the cost of cutting it out must be included in the price bid for removing and replacing pavement of each class. The cutting must be done by a concrete saw.
- (46) In the replacement of all pavements the material and workmanship shall be in conformity with the original specifications for the pavement that has been disturbed unless the said original specifications shall be obsolete in which case the materials and workmanship shall be in conformity with the current practices of the Owner. Except, however, that (A) High Early Strength Cement shall be used wherever concrete is required for repaving cuts in street intersections and across roadways, and (B) welded steel fabric or expanded metal shall be used as reinforcement. The said reinforcement shall weigh not less than 75 pounds per 100 square feet. The prices bid per square yard for restoration of pavements shall include the cost of the steel reinforcement and the additional cost of High Early Strength Cement.
- (47) In bidding on pavements made up of two or more courses all the courses shall be considered as integral parts of the pavements; the price bid shall be for replacement of the pavement complete, including foundation, intermediate course (if present) and surface.
- (48) Roadway pavement of concrete or of a surface course with a concrete base shall be repaved as shown in Detailed Drawing. Such pavement cut by the Contractor in making excavations will be paid for, at the prices per square yard bid for pavements of the various type, up to the width of

excavation authorized by the Engineer but pavement that cracks or settles beyond the edges of these authorized by the Engineer shall be removed and replaced by the Contractor at his own expense. The bid price must include the undercutting, the furnishing and placing of the additional concrete needed for repaving according to the details including the steel reinforcement and the use of High Early Strength Cement as indicated on the drawing. The Engineer may require concrete pavements to be cut back beyond the edges of the cuts to nearby expansion joints; such additional pavement will be paid for at the price bid for cutting and replacing pavement. The materials for the expansion joint may be classified as extra work and paid for in accordance with procedure set out in Article 11, Changes in the Work, of the General Contract Conditions.

- (49) The Contractor shall not make any continuous open cut more than twenty (20) feet in length through any concrete roadway pavement or roadway pavement with a concrete base except with the specific consent of the Engineer. Braces of undisturbed pavement not less than two (2) feet in width shall be left across the trench at such intervals as the Engineer may direct when replacement is to take place. These braces shall be removed and the concrete base replaced as a monolith over the entire area of the cut. This paragraph applies also to cuts in large areas of driveways or other concrete pavement in sidewalk areas as well as in roadways.
- (50) In replacing vitrified brick, small granite block or creosoted wood block pavement, no brick or block which has been broken or chipped will be permitted to be replaced. All bricks or blocks, before being reused, must be thoroughly cleaned of all cement or pitch. The Contractor shall supply all deficiencies, the cost thereof shall be included in the price bid for each pavement.
- (51) The area of concrete or concrete-base roadway pavement that will be paid for at the price bid per square yard is specified in Paragraph No. 48, above. Artificial stone, flagging or any concrete pavement which is cut or divided into blocks or stones shall be removed entirely and replaced entirely; the area actually replaced will be paid for at the price bid per square yard, except that stones unnecessarily cut or broken shall be replaced at the Contractor's expense. The large heavy blocks forming driveways, etc., may be excepted from these requirements; however, the Engineer may, at his discretion, order the edges of trenches cut through such stones to be neatly trimmed and portions of stones to be replaced. The area repaved will be paid for at the price bid per square yard, while the cost of trimming may be classified as extra work and paid for in accordance with procedure set out in Article 11, Changes in the Work, of the General Contract Conditions.
- (52) Where it is necessary to remove and replace curbs or gutter bottoms which cross the excavation these items will be paid for per linear foot measured along the curb or gutter bottom for the authorized width of the excavation. If a joint in the curb or gutter bottom is so close to the trench as to make it advisable, in the opinion of the Engineer, to take out the curb, etc. to the joint the measurement will be extended to the joint. All of the applicable requirements of these specifications concerning restoration and maintenance of pavement apply also to curbing and gutter bottoms.
- (53) Should the street or sidewalk pavements, curbs, gutters, culverts, etc., outside the limits specified above, be damaged, cracked, settled, or disturbed, or injured in any manner by the work of the Contractor, such damage or injury must be repaired and made good and such pavements, gutter, etc., restored to their former condition by the Contractor without additional compensation therefore. Damages caused by the Contractor's equipment shall be considered as damage to be repaired under the terms of this paragraph. The provisions of this Paragraph No. 53 apply to unimproved surfaces and partially improved surfaces as well as to paved surfaces.
- (54) Pavements having a concrete base must be restored in not less than one (1) month nor more than two (2) months from the time the backfilling of the trench is completed, except by permission or direction of the Engineer. Cuts in unimproved roadways, partially improved roadways or sidewalks not having a concrete base must be restored within one (1) month from the time the backfilling of the trench is completed unless the Engineer otherwise orders.
- (55) The Owner will relieve the Contractor of all obligations to secure permits from the appropriate agency from the cutting and restoration of streets and sidewalks, paved or unpaved. The Contractor must, however, observe the requirements as to the temporary planking of the cuts in paved streets and sidewalks pending the restoration of the pavements.
- (56) Should the Contractor neglect to put an adequate force to work on any surface restoration within twenty-four (24) hours after written notice to do so the Owner may execute the work of restoring

the surface at the expense of the Contractor whether it be an unimproved surface, a partially improved surface or a paved surface, deducting the cost thereof from the money due or to become due the Contractor. Such action by the Owner shall not relieve the Contractor from any responsibility for maintenance of surfaces so restored.

- (57) When the Contractor has restored the surface (whether it be "unimproved", "Partially improved" or "Paved") over one whole "block" of his excavation it will be inspected and if it is found to be satisfactory it will be included for payment in the monthly estimate. All restored surfaces shall be maintained by the Contractor in good condition.
- (58) As soon as the roadway or sidewalk which is disturbed by the Contractor has been repaired, all refuse or surplus material deposited or left by the Contractor on the street shall be removed therefrom and the street restored in all respects to as good a condition as before the trenching was commenced.
- (59) In case any pavement cut or broken by the Contractor in the course of his work is still in the maintenance period of the paving contractor who built that pavement, it is the entire responsibility of this Project's Contractor to arrange for its restoration. It is also his responsibility to work out a written agreement, satisfactory to the Owner, with the paving contractor defining maintenance period responsibility for the restored pavement in conformance with Article 7.17 of the Standard General Conditions of the Construction Contract. The Owner is responsible only for paying the Contract Price for removal and/or replacement of the pavement.
- (60) If the pavement is to be restored by forces other than those of the Contractor the cost of cutting out the pavement shall be included in the prices bid for laying the sewer, the drain, the water main, etc.
- (61) The Contractor shall restrict his excavations to the limits set by the Engineer in each case, and also observe the requirements of Paragraphs Nos. 48 and 49, above. Any pavement, curbing, gutter bottom or other surface improvements unnecessarily broken by the Contractor, cut in excess of the Engineer's directions or cracked, settled, displaced or otherwise damaged by or in the course of the work of this contract shall be replaced at the cost of the Contractor. The last two sentences in Paragraph No. 53, above, apply also to the contract under which restoration of surfaces is to be done by forces other than those of the Contractor.
- (62) The Contractor shall consolidate the backfilling in his excavations as required by the Engineer so that the cuts may be repaved within the time limits set in Paragraph No. 54, above. At any time prior to repaving the Engineer may call on the Contractor to make temporary repairs over these cuts as required in Paragraph No. 26 for unimproved surfaces.

DECKING UNDER SURFACING MATERIALS

- (63) Where the Engineer shall require it the Contractor shall place wood decking in partially backfilled trenches at such depths below the surface as the Engineer designates so as to form a separation between the backfilling and the paving or the surfacing material. This decking shall be of low grade lumber of an inch (1") thickness and not less than five (5) inches in width. It must be capable of serving the purpose for which it is ordered. Decking will be paid for as follows:
- a. When listed as a separate pay item in the Proposal, it will be paid for at the unit price per square foot named therein, or
 - b. When stated that the decking will be subsidiary work to surfacing materials, its cost will be included in their unit prices in the Proposal with no separate payment being made, or
 - c. When neither of the above controls, decking may be classified as extra work and paid for in accordance with procedure set out in Article 11, Changes in the Work, of the Standard General Conditions of the Construction Contract.

EXTRA WORK

- (64) The term "Extra Work" as used in these General Construction Matters shall be as defined in the Standard General Conditions of the Construction Contract.

COMPLIANCE WITH LAWS

- (65) The Contractor shall fully comply with all local state and federal laws, including all codes, ordinances and regulations applicable to this contract and the work to be done thereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.
- (66) The Contractor shall secure and pay for all permits and licenses necessary for the execution of the work and shall fully comply with all their terms and conditions.
- (67) All work under this Contract shall comply with all requirements of law, regulation, permit or license. If the Contractor finds that there is a variance, he shall immediately report this to the Owner for resolution.

PROTECTION OF WORK AND OF PERSONS AND PROPERTY

- (68) During performance and up to date of final acceptance, the Contractor shall be under the absolute obligation to protect the finished work against any damage, loss or injury. In the event of such damage, loss or injury, the Contractor shall promptly replace or repair such work, whichever the Owner shall determine to be preferable. The obligation to deliver finished work in strict accordance with the Contract prior to final acceptance shall be absolute and shall not be affected by the Owner's approval or failure to prohibit means and methods of construction used by the Contractor. All risk of loss or damage to the work shall be borne solely by the Contractor until final completion and acceptance of all work by the Owner, as evidenced the Owner's issuance of a certificate of acceptance.
- (69) The Contractor shall have the responsibility to provide and maintain all warning devices and take all precautionary measures required by law or otherwise to protect persons and property while said persons or property are approaching, leaving or within the work site or any area adjacent to said work site. No separate compensation shall be paid to the Contractor for the installation or maintenance of any warning devices, barricades, lights, signs or any other precautionary measures required by law or otherwise for the protection of persons property.
- (70) The Contractor shall assume all duties owed by the Owner to the general public in connection with the general public's immediate approach to and travel throughout the work site and the area adjacent to said work site.
- (71) Where the work is carried on in or adjacent to any street, alley, sidewalk, public right-of-way or public place, the Contractor shall at his own cost and expense provide such flagmen and watchmen and furnish, erect and maintain such warning devices, barricades, lights, signs, and other precautionary measures for the protection of persons or property as may be prudent or necessary, or as are required by law. The Contractor's responsibility for providing and maintaining flagmen, watchmen, warning devices, barricades, signs and lights and other precautionary measures shall not cease until the project shall have been completed and accepted by the Owner.
- (72) If the Owner discovers that the Contractor has failed to comply with the applicable federal and state law (by failing to furnish the necessary flagmen, warning devices, barricades, lights, signs or other precautionary measures for the protection of persons or property), The Owner may order the Contractor to take such additional precautionary measures as required by law to be taken to protect persons and property.
- (73) In addition, the Contractor shall be held responsible for all damages to the work and other public or private property due to the failure of warning devices, barricades, signs, lights or other precautionary measure in protecting said property; and whenever evidence is found of such damage, the Owner may order the damaged portion immediately removed and replaced by and at the cost and expense of the Contractor.
- (74) Minimum standards for safeguarding pedestrian and vehicular traffic are contained in the "Manual of Uniform Traffic Control Devices," Federal Highway Administration of the U.S. Department of Transportation, and the "Texas Manual of Uniform Traffic Control Devices," Texas Department of Transportation.

WATER AND ELECTRICITY DURING CONSTRUCTION:

- (75) Arrangements with the appropriate utility company shall be made by the Contractor to obtain the necessary supply of electricity. Water lines will be made available at the site and it shall be the responsibility of the Contractor to obtain the water necessary to meet the requirements. All costs relative to obtaining (and consumption of) the necessary electricity and water shall be borne by the Contractor during the course of construction.

SANITARY FACILITIES:

- (76) The Contractor shall build and maintain or utilize sanitary facilities at a location satisfactory to the Owner, for use by the employees of the Contractor, and by the Engineer. They shall be well ventilated, but provide proper concealment, and shall be kept scrupulously clean at all times by the Contractor. The temporary facilities shall be removed and the site restored to its original condition upon the completion of the work. All such facilities shall conform to the requirements of the State and Local Health Authorities, Ordinances and Law.

SURVEYS, PERMITS AND REGULATIONS:

- (77) The Contractor shall be responsible for establishing all lines and grades necessary to control the work and shall be responsible for the precise location of all facilities. He shall also protect any control points and replace at no cost to the Owner if destroyed by his equipment or personnel. The Contractor shall be responsible for all surveying cost during construction.
- (78) The Engineer may make checks as the work progresses to verify lines and grades constructed by the Contractor to determine the conformance of the completed work as it progresses with the requirements of the Contract Documents. Such checking by the Engineer shall not relieve the Contractor of his responsibility to perform all work in conformance with the Contract Documents and the lines and grades shown therein.

CLEAN-UP:

- (79) The Contractor shall at all times keep the site and structures of facilities thereon, free from accumulations of waste material, debris or rubbish caused by his employees or work. At the completion of the work, he shall remove from the site all his tools, scaffolding, surplus material, debris, and shall leave the site and his work "broom clean" or its equivalent, unless otherwise specified by the Owner.

CUTTING, PATCHING, AND FITTING:

- (80) The Contractor shall perform all cutting, patching or fitting of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of others shown on, or reasonably implied by the Contract Documents for the completed facility. The Contractor shall not endanger any work by cutting, digging, or otherwise and shall not cut or alter the work of others unless specifically noted on the Drawings and Specifications or permitted by the Engineer.

STORAGE OF MATERIALS:

- (81) Water-tight storage facilities of suitable size with floors raised above the ground, shall be provided for all types of materials liable to damage from exposure to the weather. Other materials shall be stored on blocks off the ground. Materials shall be so placed as to permit easy access for proper inspection and identification. Any material which has deteriorated, become damaged or otherwise unfit for use, shall not be used in the work. Upon completion of all work, or when directed by the Engineer, the Contractor shall remove the storage facility from the construction site.

SALVAGED MATERIALS AND EQUIPMENT:

- (82) All material and equipment shall be salvaged during the course of construction and remains the property of the Owner and shall be removed and stored at a location within the site designated by the Owner or disposed of as directed by Owner.

FENCES, DRAINAGE, CHANNELS, AND CROP DAMAGE:

- (83) Boundary fences or other improvement removed by the Contractor to permit the installation of the desired facilities shall be replaced by him in the same location and left in a condition as good or better than that in which they were found.
- (84) Where surface drainage is disturbed or blocked during construction, it shall be restored to the original condition of grade and cross-section after the work of construction is completed.
- (85) The Contractor shall not be held liable for unfavorable damage to crops provided such damage occurs within the construction easement provided by the Owner.

DISPOSAL OF WASTE AND SURPLUS EXCAVATION:

- (86) All trees, stumps, slashings, brush and other debris removed from the construction site as a preliminary to the installation shall be removed from the property and/or disposed of in a manner satisfactory to the Engineer by the Contractor.
- (87) All excavated earth in excess of that required for backfilling shall be removed from adjacent to the new structures and disposed of by spreading and grading in a manner satisfactory to the Engineer at locations on the property of the Owner by the Contractor.
- (88) Any material from the excavation deemed by the Engineer to be unsuited for placement on the property shall be removed from the site and disposed of, in a manner approved by the Engineer, by the Contractor.

SECTION 01000 GENERAL REQUIREMENTS

1.0 SCOPE OF WORK

The work to be performed includes furnishing all materials, equipment, tools, and labor necessary for the construction of the proposed gravity main that is approximately 2947 feet. The gravity main will cross Highway 290 going south which will require boring and the approximate length of bore is 417.

2.0 GOVERNING TECHNICAL SPECIFICATIONS

The City of Austin Standard Construction Specifications current at the time of bidding shall govern materials and methods used to do the work, and are made a part of this Contract. Whenever the term "City of Austin" is used in the City of Austin Specifications, it shall be construed to mean "OWNER, and or its designated representative." Whenever the term "ENGINEER" is used in the City of Austin Specifications, it shall be construed to mean Burgess & Niple, Inc. Technical Specifications provided are intended to supplement the City Standard Specifications, not to replace them. Any discrepancies between the City Standard Specifications and the terms of this Contract shall be reported to the Engineer, who shall determine which specification shall govern.

Additional Requirements:

1. The proposed project will occur in conjunction with a current on-going Village Grove project that was awarded to a contractor. This project will need to be coordinated with the ongoing project contractor.

2.01 Safety Precautions, Programs and Trench Safety Systems

It shall be the duty and responsibility of the CONTRACTOR and all of its subcontractors to be familiar and comply with all requirements of Public Law 91-596, 29 U.S.C. Secs. 651 et. seq., the Occupational Safety and Health Act of 1970 (OSHA) and all amendments thereto, and to enforce and comply with all provision of this act.

The CONTRACTOR and all of its subcontractors shall comply with all requirements of 29 C.F.R. Secs. 1926.652 and 1926.653, OSHA Safety and Health Standards, and H.B. 662, Acts of the 70th Legislature, Regular Session, and shall submit a unit price for the particular safety systems to be utilized by the CONTRACTOR for all trench excavations which exceed a depth of five feet (5'), even if not shown on the Bid Form.

Before commencing any trench excavation, which will exceed a depth of five feet, the CONTRACTOR shall provide the ENGINEER and OWNER with detailed plans and specifications regarding the safety systems to be utilized. Said plans

and specifications shall include a certification from a registered professional engineer indicating full compliance with the OSHA provisions cited above.

2.02 Scope, Nature, & Intent of Specifications and Plans

The Specifications and Plans are intended to supplement but not necessarily duplicate each other. Any work exhibited in the one and not the other shall be executed as if it had been set for in both.

Should anything necessary for a clear understanding of the work be omitted from the Plans and Specifications, or should the requirements appear to be in conflict, the CONTRACTOR shall secure written instructions from the ENGINEER before proceeding. It is understood and agreed that the work shall be performed according to the intent of the Contract Documents. The CONTRACTOR shall notify the ENGINEER of any discrepancy between the Plans and the conditions on the ground, or any error or omission in Plans, or in layout or instructions, which may be discovered in the course of the work. The CONTRACTOR will not take advantage of any error or omission in the Plans or Contract Documents. Full instructions will be furnished by the ENGINEER should any error or omission be discovered.

2.03 Materials

These Specifications are intended to be so written that only materials of the best quality and grade will be furnished. The fact that the Specifications may fail to be sufficiently complete in some detail will not relieve the CONTRACTOR of full responsibility for providing material of high quality and protecting them adequately until incorporation in the structure. The Specifications for materials set out the minimum standard of quality which the OWNER believes necessary to produce a satisfactory project. No substitutions will be permitted until the CONTRACTOR has received written permission of the ENGINEER to make a substitution for the material which has been specified.

2.04 Reference Standards

Reference to the standard technical society, organization, or association, or to codes of local and state authorities, shall mean the latest standard, code, specification, or tentative specification adopted and published at the date of taking bids, unless specifically stated otherwise. Reference to technical society, organization or body is made in Specifications in accordance with the following abbreviations:

AASHO	American Association of State Highway Officials
AIA	American Institute of Architects
ACI	American Concrete Institute
AGA	American Gas Association
AGMA	American Gear Manufacturer's Association
AISI	American Institute and Steel Institute
AISC	American Institute of Steel Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standard Institute

API	American Petroleum Institute
ASA	American Standards Association
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing Materials
AWSC	American Welding Society Code
AWWA	American Water Works Association
CSI	Construction Specification Institute
FIA	Factory Insurance Association
FM	Factory Manual
FS	Federal Specification
IEEE	Institute of Electrical and Electronic Engineers
IPCEA	Insulated Power Cable Engineers Association
NAAMM	National Association of Architectural Metal Manufacturers
NBFU	National Board of Fire Underwriters
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NBS	National Bureau of Standards
OSHA	Federal Occupational Safety & Health Act, 1970
PCI	Prestressed Concrete Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association, Incorporated
SPR	Simplified Practice Recommendation
UBC	Uniform Building Code
UL	Underwriters Laboratory

2.05 Conflicts

All construction shall be in accordance with the requirements of the City of Dripping Springs, Hays County and in accordance with City of Austin Standard Specifications. In case of conflicts between these requirements, the following priority shall be applied:

1. Plans
2. Technical Specifications
3. Supplemental Conditions
4. City of Austin Standard Specifications
5. Texas Commission on Environmental Quality
6. Hays County

The Contractor shall notify the Engineer of any conflicts that arise.

3.0 MOBILIZATION AND DEMOBILIZATION

3.01 Mobilization

CONTRACTOR shall mobilize all required material, equipment, and labor to the site and place in an operational mode. This may include establishment of an office trailer and/or storage area for CONTRACTOR's use at the site, and mobilization of health and safety equipment, fuel, water, wastewater, and trash handling facilities, and all other equipment necessary to complete the specified work. If a construction trailer is used, CONTRACTOR shall be responsible for connection and disconnection of all utilities services and temporary sewage holding tank (if used) for the trailer. The office trailer shall be kept clean, dry, and serviceable by the CONTRACTOR throughout the duration of the Contract. Measurement Payment of the Specification Item, "Mobilization", will be by the "Lump Sum", as the Work progresses and as described below:

- a. Mobilization shall not be greater than 10% of the Contract amount.
- b. Upon presentation of a paid invoices for the Payment Bond, Performance Bond, and/or required insurance, the Contractor will be paid that cost from the Lump Sum amount bid for Mobilization.

3.02 Demobilization

Upon completion of the Work in this Contract, CONTRACTOR shall demobilize all materials and debris, equipment, storage facilities, office trailer and related items, and labor from the job site, including concrete footings and slabs, and temporary erosion control devices. In addition, all office, storage, and work areas shall be smoothed and graded in a manner to conform to the natural appearance of surrounding landscape. Where unnecessary destruction, scarring, damage, or defacing may have occurred as a result of the CONTRACTOR's operations, the same shall be repaired, replanted, reseeded, or otherwise corrected at the CONTRACTOR's expense.

4.0 CLEAN UP

4.01 Construction Site

During construction the CONTRACTOR shall keep the site free and clean from all rubbish and debris and shall clean up the site promptly and when notified to do so by the Engineer or OWNER.

The CONTRACTOR shall, at his own expense, maintain the streets and roads free from dust, mud, excess earth or debris which constitutes a nuisance or danger to the public, or the occupants of adjacent properties. Care shall be taken to prevent spillage or debris deposited on streets, due to the CONTRACTOR's operations, and such spillage or debris shall be immediately removed.

4.02 Back Work

The CONTRACTOR shall coordinate his operations in such a manner as to prevent the amount of clean up and completion of back work from becoming excessive. Should such a condition exist, the Engineer may order all or portions of the work to cease and refuse to allow any work to commence until the back work is done to the Engineer's satisfaction.

4.03 Payment

Costs for clean up shall be at the CONTRACTOR's sole expense. No separate payment shall be made for Clean Up.

5.0 MEASUREMENT and PAYMENT

Unless stated otherwise in the contract documents, it is understood that all payments made are for finished work and include all labor, tools, materials, appurtenances, constructing and completing the item on which payment is made.

SECTION 01300 SUBMITTALS

PART 1: GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. The CONTRACTOR shall furnish submittals for any and all such parts of the work and equipment as set forth in the specifications and indicated on the plans. The procedures for review of the submittals shall be as described herein.

B. The CONTRACTOR's Bid shall include the costs associated with preparation of and processing all required submittals. This includes all costs associated with providing information required to meet the requirements specified herein.

C. All submittals shall be individually identified by reference to Specification Section, Paragraph, Drawing Number or Detail as applicable.

D. This Section specifies the general methods and requirements of submissions applicable to the following work-related submittals for the General Contractor: Shop Drawings, Product Data, Samples, Mock Ups, and Construction or Submittal Schedules. Detailed submittal requirements may be further specified in the technical specification sections. Subcontractor and suppliers will be required to assist the CONTRACTOR with submittal preparation as described herein for all supplied equipment.

1.02 SHOP DRAWINGS, PRODUCT DATA, SAMPLES

A. Shop Drawings

1. Shop drawings, as specified in individual work Sections include, but are not necessarily limited to, custom-prepared data such as fabrication and erection/installation (working) drawings, scheduled information, setting diagrams, actual shopwork manufacturing instructions, custom templates, special wiring diagrams, coordination drawings, design calculations, individual system or equipment inspection, and test reports including performance curves and certifications, as applicable to the Work.

2. All shop drawings as described above shall be signed and sealed by a Licensed Engineer in the State of Texas.

3. All shop drawings submitted by subcontractors and/or suppliers for approval shall be sent directly to the CONTRACTOR for checking. The CONTRACTOR shall be responsible for their submission at the proper time so as to prevent delays in delivery of materials.

4. The CONTRACTOR shall check all subcontractor and supplier shop drawings regarding measurements, size of members, materials, and details to satisfy him or herself that they conform to the intent of the Drawings and Specifications. Shop drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors by CONTRACTOR for correction before submission thereof.

SECTION 01300 SUBMITTALS

5. All details on shop drawings submitted for approval shall show clearly the relation of the various parts to the main members and lines of the structure, and where correct fabrication of the work depends upon field measurements such measurements shall be made and noted on the drawings before being submitted for approval.

B. Product Data

1. Product data as specified in individual Sections, include, but are not necessarily limited to, standard prepared data for manufactured products (sometimes referred to as catalog data and/or cut sheets), such as the manufacturer's product specification and installation instructions, availability of colors and patterns, manufacturer's printed statements of compliances and applicability, roughing-in diagrams and templates, catalog cuts, product photographs, standard wiring diagrams, printed performance curves and operational-range diagrams, production or quality control inspection and test reports and certifications, mill reports, product operating and maintenance instructions and recommended spare-parts listing and printed product warranties, as applicable to the Work.

C. Samples

1. Samples specified in individual Sections, include, but are not necessarily limited to, physical examples of the work such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols and units of work to be used by the Engineer or OWNER for independent inspection and testing, as applicable to the Work.

1.03 CONTRACTOR'S RESPONSIBILITIES

A. The CONTRACTOR shall review shop drawings, product data and samples, including those by subcontractors, prior to submission to determine and verify the following:

1. Field measurements
2. Field construction criteria
3. Catalog numbers and similar data
4. Conformance with the Specifications

B. Each shop drawing, sample and product data submitted by the CONTRACTOR shall have affixed to it the following Certification Statement including the CONTRACTOR's Company name and signed by the CONTRACTOR:

"Certification Statement: by this submittal, I hereby represent that I have fulfilled all obligations regarding verifying and determining field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and other applicable approved shop drawings."

**SECTION 01300
SUBMITTALS**

Shop drawings and product data sheets 11" x 17" and smaller shall be bound together in an orderly fashion and bear the above Certification Statement on the cover sheet. The cover sheet shall fully describe the packaged data and include a listing of all items within the package. Provide to the Resident Project Representative a copy of each submittal transmittal sheet for shop drawings, product data and samples at the time of submittal of said drawings, product data and samples to the Engineer.

C. The CONTRACTOR shall utilize an 8-character submittal identification numbering system in the following manner:

1. The first five digits shall be the applicable Specification Section Number.
2. The next two digits shall be the numbers 01-99 to sequentially number each initial separate item or drawing submitted under each specific Section number.
3. The last character shall be a letter, A-Z, indicating the submission, or resubmission of the same Drawing (i.e. A=1st submission, B=2nd submission, C=3rd submission, etc.). A typical submittal number would be as follows:

03300-08-B

03300 = Specification Section for Concrete

08 = The eighth initial submittal under this specification section

B = The second submission (first resubmission) of that particular shop drawing

D. Notify the Engineer in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.

E. The review and approval of shop drawings, samples or product data by the Engineer shall not relieve the CONTRACTOR from his/her responsibility with regard to the fulfillment of the terms of the Contract. All risks of error and omission are assumed by the CONTRACTOR and the Engineer will have no responsibility therefor.

F. No portion of the work requiring a shop drawing, sample, or product data shall be started nor shall any materials be fabricated or installed prior to the approval or qualified approval of such item. Fabrication performed, materials purchased or on-site construction accomplished which does not conform to approved shop drawings and data shall be at the CONTRACTOR's risk. The OWNER or Engineer will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.

G. Project work, materials, fabrication, and installation shall conform to approved shop drawings, applicable samples, and product data.

SECTION 01300 SUBMITTALS

1.04 SUBMISSION REQUIREMENTS

A. Submittals shall be made promptly in accordance with approved schedule, and in such sequence as to cause no delay in the Work or in the work of any other contractor. All submittals shall be accompanied by a letter of transmittal, which shall be of the form supplied by or approved by the Engineer.

B. Number of submittals required:

1. Shop Drawings, Product Data, and Performance data for equipment:
The CONTRACTOR shall submit to the Engineer for his review, four (4) sets, plus the number of sets the CONTRACTOR desires to be returned to himself.
2. Samples: CONTRACTOR shall submit three (3) sets of all required samples.

C. Submittals shall contain:

1. The date of submission and the dates of any previous submissions.
2. The Project title and number.
3. CONTRACTOR identification.
4. The names of:
 - a. CONTRACTOR
 - b. Supplier
 - c. Manufacturer
5. Identification of the product, with the specification section number, page and paragraph(s).
6. Field dimensions, clearly identified as such.
7. Relation to adjacent or critical features of the Work or materials.
8. Applicable standards, such as ASTM or Federal Specification numbers.
9. Identification of deviations from Contract Documents.
10. Identification of revisions on resubmittals.
11. An 8"x 3" blank space for CONTRACTOR and Engineer stamps.

1.05 REVIEW OF SHOP DRAWINGS, PRODUCT DATA, WORKING DRAWINGS AND SAMPLES

A. The review of shop drawings, data, and samples will be for general conformance with the design concept and Contract Documents. They shall not be construed as:

1. Permitting any departure from the Contract requirements;
2. Relieving the CONTRACTOR of responsibility for any errors, including details, dimensions, and materials; and/or
3. Approving departures from details furnished by the Engineer, except as otherwise provided herein.

SECTION 01300 SUBMITTALS

B. The CONTRACTOR remains responsible for details and accuracy, for coordinating the work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.

C. If the shop drawings, data or samples as submitted describe variations and show a departure from the Contract requirements which Engineer finds to be in the interest of the OWNER and to be so minor as not to involve a change in Contract Price or time for performance, the Engineer may return the reviewed drawings without noting an exception.

D. Submittals will be returned to the CONTRACTOR under one of the following:

1. "APPROVED" is assigned when there are no notations or comments on the submittal. When returned under this code the CONTRACTOR may release the equipment and/or material for manufacture.

2. "APPROVED AS NOTED" is assigned when a confirmation of the notations and comments IS NOT required by the CONTRACTOR. The CONTRACTOR may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product.

3. "APPROVED AS NOTED/CONFIRM" is assigned when a confirmation of the notations and comments IS required by the CONTRACTOR. The CONTRACTOR may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product. This confirmation shall specifically address each omission and nonconforming item that was noted. Confirmation is to be received by the Engineer within 15 calendar days of the date of the Engineer's transmittal requiring the confirmation.

4. "REVISE AND RESUBMIT" is assigned when notations and comments are extensive enough to require a resubmittal of the package. Resubmittal is to be received by the Engineer within 15 calendar days of the date of the Engineer's transmittal requiring the resubmittal.

4. "NOT APPROVED" is assigned when the submittal does not meet the intent of the Contract Documents. The CONTRACTOR must resubmit the entire package revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the Contract Documents.

E. Resubmittals will be handled in the same manner as first submittals. On resubmittals the CONTRACTOR shall direct specific attention, in writing on the letter of transmittal and on resubmitted shop drawings by use of revision triangles or other similar methods, to revisions other than the corrections requested by the Engineer, on previous submissions. Any such revisions which are not clearly identified shall be made at the risk of the CONTRACTOR. The CONTRACTOR shall make corrections to any work done because of this type revision that is not in accordance to the Contract Documents as may be required by the Engineer.

SECTION 01300 SUBMITTALS

F. Partial submittals may not be reviewed. The Engineer will be the only judge as to the completeness of a submittal. Submittals not complete will be returned to the CONTRACTOR, and will be considered "Not Approved" until resubmitted. The Engineer at his/her option may provide a list or mark the submittal directing the CONTRACTOR to the areas that are incomplete.

G. If the CONTRACTOR considers any correction indicated on the shop drawings to constitute a change to the Contract Documents, the CONTRACTOR shall give written notice thereof to the Engineer at least seven working days prior to release for manufacture.

H. When the shop drawings have been completed to the satisfaction of the Engineer, the CONTRACTOR shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.

I. When submittals are returned to the CONTRACTOR, the number of prints the CONTRACTOR desires returned to him will be stamped or marked as described above and will be returned to the CONTRACTOR by letter.

1.06 DISTRIBUTION

A. Distribute reproductions of approved shop drawings and copies of approved product data and samples, where required, to the job site file and elsewhere as directed by the Engineer. Number of copies shall be as directed by the Engineer but shall not exceed the number specified in Paragraph 1.04B.

1.07 GENERAL PROCEDURES FOR SUBMITTALS

A. Coordination of Submittal Times: Prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, or within the time specified in the individual work sections of the Specifications, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery and similar sequenced activities. No extension of time will be authorized because of the CONTRACTOR's failure to transmit submittals sufficiently in advance of the Work.

B. The CONTRACTOR shall allow sufficient time for preliminary review, correction and resubmission, and final review of all working (shop) drawings. The CONTRACTOR should allow not more than fourteen (14) days for each preliminary review.

C. Each submittal, appropriately coded, will be returned no later than 30 calendar days following receipt of submittal by the Engineer. Drawings of items critical to job progress, when requested in writing by the CONTRACTOR, may be given priority review.

**SECTION 01300
SUBMITTALS**

Item 13.

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION (NOT USED)

END OF SECTION

01300-7

SECTION 01600
DELIVERY, STORAGE, AND HANDLING

PART 1: GENERAL

1.01 SCOPE OF WORK

A. Contractor shall be required to deliver all materials and equipment to the job site and shall be responsible for unloading and inspecting the equipment shipment, as well as storage and protection of the equipment upon delivery as specified herein. Equipment manufacturers' shall also perform an inspection of the equipment and provide written certification to the Engineer that the condition of the equipment has not been detrimentally affected by the equipment storage techniques and periods as specified herein.

B. This Section specifies the general requirements for the delivery handling, storage and protection for all items required in the construction of the work.

1.02 TRANSPORTATION AND DELIVERY

A. Transport and handle items in accordance with manufacturer's instructions.

B. Schedule delivery to reduce long-term on-site storage prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the Engineer.

C. Coordinate delivery with installation to ensure minimum holding time for items that are hazardous, flammable, easily damaged or sensitive to deterioration.

D. Deliver products to the site in manufacturer's original sealed containers or other packing systems, complete with instructions for handling, storing, unpacking, protecting and installing.

E. All items delivered to the site shall be unloaded and placed in a manner which will not hamper the normal construction operation or those of subcontractors and other contractors and will not interfere with the flow of necessary traffic.

F. Provide necessary equipment and personnel to unload all items delivered to the site.

G. Promptly inspect shipment to assure that products comply with requirements, quantities are correct, and items are undamaged. For items furnished by others (i.e. OWNER, other Contractors), perform inspection in the presence of the Engineer. Notify Engineer verbally, and in writing, of any problems.

1.03 STORAGE AND PROTECTION

A. Store and protect products in accordance with the manufacturer's instructions, with seals and labels intact and legible. Storage instructions shall be studied and understood by the CONTRACTOR and reviewed with the manufacturer and Engineer.

SECTION 01600
DELIVERY, STORAGE, AND HANDLING

Manufacturer's instructions shall be carefully followed and a written record of this kept by the CONTRACTOR. Arrange storage to permit access for inspection.

B. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

C. All structural and miscellaneous steel shall be stored off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting.

D. All mechanical and electrical equipment and instruments subject to corrosive damage by the atmosphere if stored outdoors (even though covered by canvas) shall be stored in a weather-tight building to prevent injury. Due to available space at the existing site, CONTRACTOR may have to provide a temporary structure (with approval from the City of Austin) on the site or storage offsite, but it must be satisfactory to the Engineer and/or OWNER. Any storage building used shall be placed within the Limits of Construction shown on the plans, and provided with adequate ventilation to prevent condensation. Maintain temperature and humidity within range required by manufacturer.

1. All equipment shall be stored fully lubricated with oil, grease and other lubricants unless otherwise instructed by the manufacturer.
2. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, the CONTRACTOR shall start the equipment, at least half load, once weekly for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.
3. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment at the time of acceptance.
4. Prior to acceptance of the equipment, the CONTRACTOR shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guaranty the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the CONTRACTOR's expense.

E. If a temporary onsite building is not or cannot be used for storage, CONTRACTOR shall store materials and equipment offsite and shall allow Engineer and

**SECTION 01600
DELIVERY, STORAGE, AND HANDLING**

OWNER access for inspections.

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION (NOT USED)

END OF SECTION

APPENDIX A

TO ALL PROPOSERS:**Documents to be turned in at the proposal opening include:**

1. Bid Form (EJCDC NO. C-410)
2. Bid Bond (EJCDC NO. C-430)
3. Qualification Statement (EJCDC No. C-451)
4. Bidder Certification (WRD-255)
5. Prime Contractor Affirmative Steps Certification and Goals (TWDB-0217)
6. Certification Regarding Debarment, Suspension, and other Responsibility Matters (SRF-404)
7. Certification Regarding Lobbying (WRD-213)
8. Standard Form LLL, Disclosure of Lobbying Activities (if Required)
9. Certification of Interested Parties (Form 1295)
10. A Tabulation of Subcontractors, Suppliers and other individuals and entities required to be identified in this Bid.
11. Proof of Worker's Compensation Coverage.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

CHANGE ORDER

Prepared By



Endorsed By



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CERTIFICATE OF SUBSTANTIAL COMPLETION

Prepared By



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American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Dripping Springs	Owner's Project No.:	73819
Engineer:	Burgess & Niple, Inc	Engineer's Project No.:	PR39677
Contractor:		Contractor's Project No.:	
Project:	City of Dripping Springs East Interceptor Segment 1		
Contract Name:	TWDB CW-SRF No. 73819		

This Preliminary Final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

Furnishing and installing instrumentation with SCADA monitoring and logging equipment at the water treatment plant, and PLC and equipment to provide for local and remote monitoring and operation of the water plant.

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: None As follows:

Amendments to Contractor's Responsibilities: None As follows:

The following documents are attached to and made a part of this Certificate:

[None]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

FOR OFFICE USE ONLY
Commitment# _____

**TWDB-0216
TEXAS WATER DEVELOPMENT BOARD
AFFIRMATIVE STEPS SOLICITATION REPORT**

I. PROJECT INFORMATION

TWDB Project Number	Applicant/Entity Name	Total TWDB Funding Request	Program Type (insert "X" for all that apply)	
			<input type="checkbox"/>	Drinking Water SRF (DWSRF)
			<input type="checkbox"/>	Clean Water SRF (CWSRF)

Project Name: _____

Solicitation By: Applicant/Entity OR Prime Contracted Business: _____

Project Phase: Prior to Closing Release of funding for PADs Construction Contract #_

II. SOLICITATION METHOD(S) UTILIZED

At least two methods of solicitation are required. Select the method(s) utilized for the solicitation. Copies of the actual postings, direct contact email/phone log, etc. must be attached to this form as support documentation for each method used. Failure to adequately follow these steps will result in the requirement to complete additional steps in order to become compliant.

- Newspaper Advertisements Meetings or Conferences Trade Association Publications
 Minority Media Internet & Web Postings Other Government Publications
 Direct Contact by Phone, Fax, USPS Mail, or Email*

If using direct contact, entities must solicit to a minimum of 3 businesses/firms (at least one being a DBE) for each category of contract sought (i.e., construction, supplies, equipment, or services) to demonstrate a Good Faith Effort. **DBE businesses/firms may be contacted to certify compliance.*

III. PROJECT BIDDERS LIST:

List on the following table, or provide on a separate list, only the business entities directly solicited for procurement or that submitted a bid for consideration.

Instructions for Columns 1 - 5	1 - List the actual date business was contacted 2 - Full business name (line one) & point of contact (line two) 3 - Business address 4 - Telephone number 5 - Email address for the business
Instructions for Column 6	Enter one of the following procurement or contract categories: Construction or Non-Construction (SUPPLIES – EQUIPMENT – SERVICES) <i>For detailed definitions, review guidance document, TWDB-0210.</i>
Instructions for Column 7	Enter the type of business: MBE - Minority Business Enterprise, WBE - Women-owned Business Enterprise, or OTHER - Company or firm is Non-MBE or WBE

Notice: Entities receiving State Revolving Fund financial assistance must create and maintain a Bidders List if the entity is subject to, or chooses to follow, competitive bidding. The Bidders List must include all firms that bid or quoted on contracts under EPA assisted projects, including both MBE/WBEs and non-MBE/WBEs. Entities must keep all Bidders Lists until project completion or the recipient is no longer receiving EPA funding under the loan, whichever is later. Entities with loans totaling less than \$250,000 during a state fiscal year are exempt from the Bidders List requirement but must still meet DBE program requirements. The Bidders List requirement also applies to all Prime Contracted Businesses/Firms that make subcontracting.

	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	Date of Contact Type of Contact	Business Name & Point of Contact name	Business Address	Telephone Number	E-Mail Address	Procurement Category Construction / Non-Construction	MBE/WBE/Other Status
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							

Use additional sheets if necessary

Signature – Authorized Representative	Title (print legibly)	Date

IV. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE requirements

DBE Coordinator	Approval Date

APPENDIX B

Other Documents and Forms Associated with this Contract:

1. Change Order (EJCDC No. C-941)
2. Contractor's Application for Payment (EJCDC No. C-620)
3. Certificate of Substantial Completion (EJCDC No. C-625)
4. Loan/Grant Participation Summary (TWDB-0373)
5. Affirmative Steps Solicitation Report (TWDB-0216)
6. Release of Lien Form
7. American Iron and Steel Requirements (TWDB-1106)

CITY OF DRIPPING SPRINGS EAST INTERCEPTOR SEGMENT 1 CHANGE ORDER NO. _____					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
BASE BID ITEMS					
CO1-1					\$0.00
CO1-2					\$0.00
CO1-3					\$0.00
TOTAL CHANGE ORDER NO. 1					\$0.00

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

APPLICATION FOR PAYMENT

Prepared By



Endorsed By



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.

Contractor's Application for Payment

Owner: <u>City of Dripping Springs</u>	Owner's Project No.: <u>73819</u>
Engineer: <u>Burgess & Niple, Inc.</u>	Engineer's Project No.: <u>PR39677</u>
Contractor: _____	Contractor's Project No.: _____
Project: <u>City of Dripping Springs East Interceptor</u>	
Contract: <u>TWDB CW-SRF No. 73819</u>	

Application No.: _____ **Application Date:** _____

Application Period: From _____ to _____

1. Original Contract Price	#REF!
2. Net change by Change Orders	#REF!
3. Current Contract Price (Line 1 + Line 2)	#REF!
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	#REF!
5. Retainage	
a. _____ X <u>#REF!</u> Work Completed	#REF!
b. _____ X <u>#REF!</u> Stored Materials	#REF!
c. Total Retainage (Line 5.a + Line 5.b)	#REF!
6. Amount eligible to date (Line 4 - Line 5.c)	#REF!
7. Less previous payments (Line 6 from prior application)	
8. Amount due this application	#REF!
9. Balance to finish, including retainage (Line 3 - Line 4)	#REF!

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: _____

Signature: _____ **Date:** _____

<p>Recommended by Engineer</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Approved by Funding Agency</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Approved by Owner</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--	---

FOR OFFICE USE ONLY
Commitment # _____

TWDB-0373
TEXAS WATER DEVELOPMENT BOARD
PARTICIPATION SUMMARY
PROJECT INFORMATION

TWDB Project Number	Applicant/Entity Name	Total TWDB Funding Request	Program Type (insert "X" for all that apply)
73819			<input type="checkbox"/> Drinking Water SRF (DWSRF) <input checked="" type="checkbox"/> Clean Water SRF (CWSRF)

Project Name: _____

Solicitation By: Applicant/Entity OR Prime Contracted Business: _____

Project Phase: Prior to Closing Release of funding for PADs Construction Contract # _____

Instructions	
Column 1	Enter the full name, street address, city/state/zip for each firm awarded a contract for the project.
Column 2	Enter one of the following procurement or contract categories: CONSTRUCTION / NON-CONSTRUCTION (Services; Equipment; Supplies)
Column 3	Enter the type of business: MBE (Minority Business Enterprise), WBE (Women-owned Business Enterprise), or OTHER (NOTE: OTHER = Company or firm is Non-MBE or WBE)
Column 4	Enter the exact amount of the awarded contract.
Column 5	Enter the exact date the contract was executed or the proposed date of contract execution.

If valid MBE/WBE firms are awarded contracts, a copy of their certification is required to be attached with this form for each MBE/WBE business listed.

Notice: Brokers may not be listed below as an MBE or WBE. A broker is a firm that does not perform, manage, or supervise the work of its sub/contract in a manner consistent with the normal business practices for sub/contractors in its line of business. For more specifics, review guidance document, TWDB-0210.

I. LIST OF ACTUAL CONTRACTS/PROCUREMENTS

	Column 1 Name & Address of Contracted Firm/Vendor	Column 2 Procurement Category Construction Or Non-Construction	Column 3 MBE/WBE Status	Column 4 Contract Amount (\$)	Column 5 Contract Execution Date
1.					
2.					
3.					
4.					
5.					
6.					

(Table continues on the next page)

	Column 1	Column 2	Column 3	Column 4	Column 5
	Name & Address of Contacted Firm/Vendor	Procurement Category Construction Or Non-Construction	MBE/WBE Status	Contract Amount (\$)	Contract Execution Date
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					

Use additional sheets if necessary

Signature – Authorized Representative	Title (print legibly)	Date

II. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE requirements.

DBE Coordinator	Approval Date

RELEASE OF LIEN FORM

CONTRACTOR'S AFFIDAVIT, WARRANTY, AND LIEN WAIVER

STATE OF TEXAS §
COUNTY OF _____ §

THAT I, the undersigned, being duly sworn, do depose and say that I was contracted to construct the pipeline and pump stations for the water system improvements identified in **PROPOSED CITY OF DRIPPING SPRINGS- WASTEWATER FACILITY IMPROVEMENTS - TWDB - CLEAN WATER SRF PROJECT NO. 73819**

THAT these improvements have been fully and satisfactorily completed in substantial conformity with the contracts.

THAT all the materials used in said improvement, all labor performed thereon, and all fees, insurance, and permits, in connection with the said improvements which might give rise to liens have been paid in full.

Listed below are all major subcontractors and suppliers included in this work. I have placed on file waivers of liens from all subcontractors listed below as substantiation of the above statement. These waivers of liens may be made available to the Owner at their request.

Name of Subcontractor and Address

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____

THAT I hereby waive any lien or right to lien which he/she may have against the described improvements and warrants to save harmless **THE CITY OF DRIPPING SPRINGS, TEXAS** from any liens which are now in existence, or may hereafter arise by reason of said improvements, and cause the same to be released of accord immediately.

THAT the foregoing waiver and these statements are an express warranty and representation to **THE CITY OF DRIPPING SPRINGS, TEXAS** of the facts herein sworn to and is made for valuable consideration, receipt whereof I acknowledged.

Signature

Title

Company/Firm

SUBSCRIBED AND SWORN to before me this day of _____.

Notary Public

My commission Expires: _____

Monthly American Iron and Steel Certificate

Compliance Submittal by Owner (Sub-Recipient)

TWDB Project No. _____

Loan No. _____

This executed certificate must be submitted with each Outlay report requesting funds associated with construction contracts for all iron and steel products, and/or materials included within the project's construction contracts.

I, _____, _____ of
(Name) (Title)

(Name of Entity)

hereby certify that all iron and steel products and/or materials incorporated into the construction, alteration, maintenance, or repair of the subject project are in full compliance with the American Iron and Steel requirements of Section 608 of the Federal Water Pollution Control Act (33 U.S.C. §1388) for the Clean Water State Revolving Fund or applicable federal law, including federal appropriation acts and Section 1452(a)(4) of the Safe Drinking Water Act (42 U.S.C. §300j-12(a)(4)), as applicable, for the Drinking Water State Revolving Fund, or comply with waivers granted by the U.S. Environmental Protection Agency.

I understand that a false statement herein may subject me to penalties under federal and state laws relating to filing false statements and other relevant statutes.

Signature

Date

American Iron and Steel
de minimis log

Owner Name: [City of Dripping Springs](#)
Project Name: [East Interceptor Segment 1](#)
TWDB SRF Number: [73819](#)
Contractor Name:

Total Project Cost: [\\$0.00](#)
Total Material Cost:

Item No.	Iron or Steel Product	Unit Cost	Quantity	Total Cost	% Material Cost (< 1%)	Cumulative Cost	% Material Cost (< 5%)
1				\$ -			
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							

Final American Iron and Steel Certificate

Compliance Submittal by Owner (Sub-Recipient)

TWDB Project No. _____

Loan No. _____

This executed certification must be submitted after the completion of the construction contract and prior to issuance of a Certificate of Approval by the TWDB, stating the project was completed in compliance with the AIS requirements.

I, _____ of
(Name) (Title)

(Name of Entity)

hereby certify that all iron and steel products and/or materials incorporated into the construction, alteration, maintenance, or repair of the subject project were in full compliance with the American Iron and Steel requirements of Section 608 of the Federal Water Pollution Control Act (33 U.S.C. §1388) for the Clean Water State Revolving Fund or federal law, including federal appropriation acts and Section 1452(a)(4) of the Safe Drinking Water Act (42 U.S.C. §300j-12(a)(4)), as applicable, for the Drinking Water State Revolving Fund, or comply with waivers granted by the U.S. Environmental Protection Agency.

I understand that a false statement herein may subject me to penalties under federal and state laws relating to filing false statements and other relevant statutes.

Signature

Date

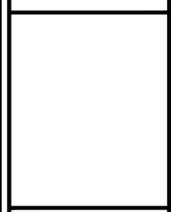
CONSTRUCTION PLANS FOR CITY OF DRIPPING SPRINGS EAST INTERCEPTOR SEGMENT 1

BURGESS & NIPLE INC.
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
PHONE: (512) 432-1000
PELS FRM REGISTRATION NO. 10834

CITY OF DRIPPING SPRINGS
EAST INTERCEPTOR SEGMENT 1
COVER

NO.	DESCRIPTION	DATE

JOB NO:	1951-001
DATE:	6/21/2024
DESIGNED BY:	JB, CC, DM
DRAWN BY:	JB, CC, DM
CHECKED BY:	WBB
APPROVED BY:	WBB

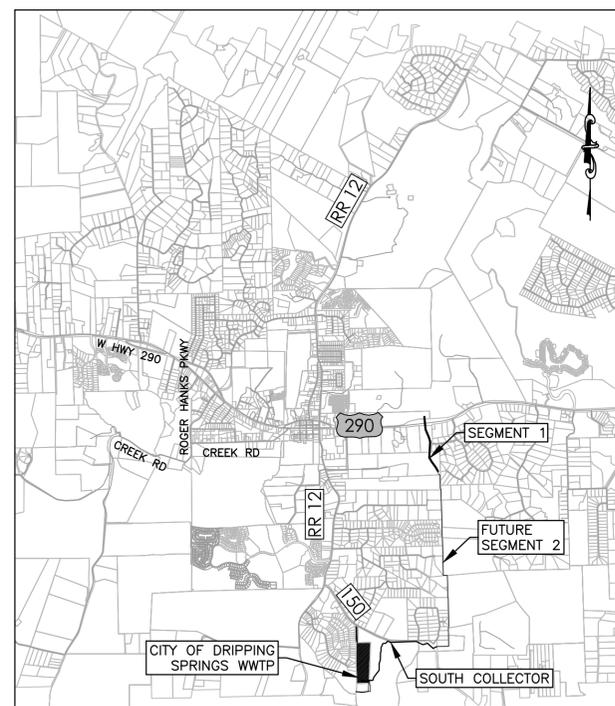


G-001

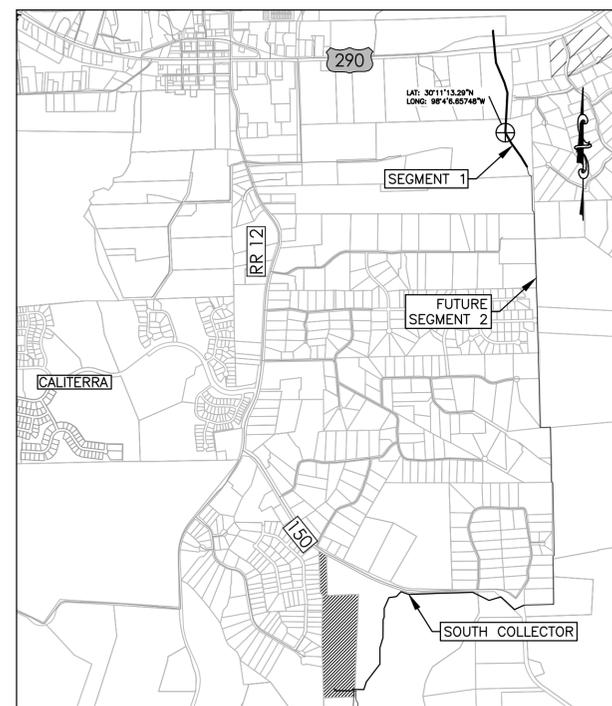
SHEET: 1 OF 16

OWNER: CITY OF DRIPPING SPRINGS
511 MERCER STREET
DRIPPING SPRINGS, TX 78620
512.858.4725

ENGINEER: BURGESS & NIPLE, INC.
235 LEDGE STONE DR.
AUSTIN, TEXAS 78737
william.ball@burgessniple.com
512.432.1000



LOCATION MAP
N.T.S.



VICINITY MAP
N.T.S.

Sheet List Table

SEQ. NO.	SHEET NO.	SHEET TITLE
1	G-001	COVER
2	G-002	GENERAL NOTES
3	G-003	STORM WATER POLLUTION PERVENTION PLAN
4	C-001	EROSION AND SEDIMENTATION CONTROL PLAN
5	C-002	OVERALL SITE PLAN
6	C-003	EAST INTERCEPTOR SEGMENT 1 P&P STA. 171+00 TO 181+00
7	C-004	EAST INTERCEPTOR SEGMENT 1 P&P STA. 181+00 TO 191+50
8	C-005	EAST INTERCEPTOR SEGMENT 1 P&P STA. 191+50 TO END
9	C-006	EAST INTERCEPTOR SEGMENT 1 STUB-OUT 'A' P&P
10	C-007	EAST INTERCEPTOR SEGMENT 1 STUB-OUT 'B' AND 'C' P&P
11	C-008	EAST INTERCEPTOR SEGMENT 1 STUB-OUT 'D' AND 'E' P&P
12	C-009	EAST INTERCEPTOR SEGMENT 1 STUB-OUT 'F' AND 'G' P&P
13	C-010	TRAFFIC CONTROL PLAN
14	C-011	STANDARD DETAILS 1 OF 3
15	C-012	STANDARD DETAILS 2 OF 3
16	C-013	STANDARD DETAILS 3 OF 3

NOTE:
ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY MUST RELY UPON THE ADEQUACY OF WORK OF THE DESIGN ENGINEER.

NO PORTION OF THIS PROPERTY LIES IN THE FEMA DESIGNATED FLOODPLAIN PER FEMA PANEL NUMBER 48209C0101F DATED SEPTEMBER 2, 2005.

THIS PROPERTY LIES IN THE EDWARDS AQUIFER CONTRIBUTING ZONE.

REVIEWED BY:

MICHELLE FISCHER, CITY OF DRIPPING SPRINGS
CITY ADMINISTRATOR

SUBMITTED BY:

W.B. Ball

DATE

7/22/24

WILLIAM B. BALL, P.E.
BURGESS & NIPLE, INC.
235 LEDGE STONE DR.
AUSTIN, TEXAS 78737
512.432.1000

GENERAL NOTES:

THE CONTRACTOR SHALL COMPLY WITH ALL OF THE REQUIREMENTS SET FORTH IN THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (TCEQ) "TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM" (TPDES). INFORMATION ON THE TPDES CONSTRUCTION GENERAL PERMITS MAY BE OBTAINED BY CONTACTING THE TCEQ AT 512-339-2929. INFORMATION IS ALSO AVAILABLE THROUGH TCEQ WEB SITE AT "www.tnrc.state.tx.us/waterperm/wpermm/construct.html". DISCLAIMER: INFORMATION CONTAINED IN THIS PARAGRAPH IS BASED UPON THE BEST INFORMATION AVAILABLE AT THE TIME OF PLAN PREPARATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO SECURE ALL NECESSARY FORMS AND DOCUMENTATION AND COMPLY WITH THE PROVISIONS OF THE TPDES.

THE CONTRACTOR WILL BE REQUIRED TO FOLLOW BEST MANAGEMENT PRACTICES AND TO USE AND MAINTAIN SEDIMENTATION AND WATER POLLUTION CONTROL DEVICES AS REQUIRED.

THE CONTRACTOR SHALL PROVIDE THE OWNER 48 HOURS NOTICE PRIOR TO DISTURBING ANY VEGETATION OR BEGINNING ANY SITE PREPARATION IN ADVANCE OF THE EARTHWORK OPERATION. THE 48 HOUR NOTICE PROVIDES THE OWNER THE REQUIRED TIME TO FILE AND POST THE "NOTICE OF INTENT" (NOI) WITH THE TCEQ.

THE CONTRACTOR SHALL NOT RECEIVE FINAL PAYMENT FOR THE PROJECT UNTIL THE UNPAVED AREAS HAVE ACHIEVED 70% VEGETATIVE COVER WITH PERMANENT GRASSES, AND THE OWNER HAS FILED THE "NOTICE OF TERMINATION" (NOT) WITH THE TCEQ.

IN AREAS THAT HAVE ACHIEVED 70% VEGETATIVE COVER (WHEN COMPARED TO THE SURROUNDING, UNDISTURBED, VEGETATIVE COVER), THE CONTRACTOR MAY REMOVE AND REUSE ANY TEMPORARY EROSION CONTROL DEVICES (THAT ARE IN REASONABLE CONDITION) ON OTHER LOCATIONS IN THE DEVELOPMENT. ADDITIONAL SEEDING MAY BE REQUIRED TO VEGETATE THE AREAS WHERE THE STRUCTURAL CONTROLS WERE REMOVED.

PRIOR TO ACCEPTANCE AND FINAL PAYMENT, THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL DEVICES.

ALL TEMPORARY EROSION CONTROL DEVICES SHALL BE PLACED PRIOR TO CONSTRUCTION IN ANY AREA, OR AS SOON AS PRACTICAL.

THE CONTRACTOR SHALL PROVIDE FOR ALL INTERIM DRAINAGE ON THE PROJECT. THE INTERIM DRAINAGE SHALL ENSURE THAT ALL RUNOFF IS CHANNLED TO THE TEMPORARY CONTROL DEVICES.

THE CONTRACTOR SHALL TAKE THE STEPS NECESSARY TO ENSURE THAT ALL CONSTRUCTION TRAFFIC LEAVING THE PROJECT SHALL NOT TRACK MUD OR OTHER DEBRIS ONTO ANY ROADWAY, PUBLIC STREET OR ANY ROADWAY WITHIN THE DEVELOPMENT. SHOULD MUD OR OTHER DEBRIS BE TRACKED ONTO ANY ROADWAY, THE CONTRACTOR SHALL TAKE IMMEDIATE STEPS TO REMOVE IT TO THE SATISFACTION OF THE OWNER AND/OR ANY REGULATORY AUTHORITY.

TEMPORARY CONSTRUCTION ENTRANCES SHALL BE UTILIZED WHERE NECESSARY.

SPRINKLING OF ROADWAYS SHALL BE REQUIRED TO CONTROL DUST.

THE CONTRACTOR SHALL MODIFY, AS NECESSARY, ANY TEMPORARY EROSION CONTROL DEVICES SO THAT THEY SERVE THEIR INTENDED PURPOSE.

THE CONTRACTOR SHALL MAINTAIN ALL TEMPORARY EROSION DEVICES TO A CONDITION SIMILAR TO THAT OF WHEN IT WAS ORIGINALLY INSTALLED.

THE CONTRACTOR SHALL KEEP ALL TEMPORARY EROSION CONTROL DEVICES FREE OF SILT AND/OR ANY OTHER MATERIAL THAT MAY ACCUMULATE. REMOVAL SHALL OCCUR AS SOON AS PRACTICAL AFTER A RAINFALL. IN NO INSTANCE SHALL SILT BE PERMITTED TO ACCUMULATE TO A DEPTH ABOVE, OR IN EXCESS OF 50% OF THE DESIGN CAPACITY OF THE DEVICE.

AS REQUIRED BY THE OWNER, THE CONTRACTOR SHALL ACCOMPANY THE OWNER DURING THE INSPECTION OF THE EROSION CONTROL DEVICES TO DISCUSS MODIFICATIONS TO ENSURE THE DEVICES SERVE THEIR INTENDED PURPOSE.

THE CONTRACTOR SHALL PROTECT ALL AREAS (TREES AND MATURE VEGETATION), WHETHER WITHIN OR OUTSIDE OF THE ACTUAL LIMITS OF CONSTRUCTION. THE CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO A CONDITION AS GOOD AS, OR BETTER THAN, THAT PRESENT PRIOR TO THE CONSTRUCTION.

ALL CONSTRUCTION AND CONSTRUCTION EQUIPMENT SHALL REMAIN WITHIN THE ESTABLISHED STREET RIGHT OF WAY AND EASEMENTS UNLESS THE OWNER HAS GRANTED PRIOR AUTHORIZATION.

IN THE EVENT THE CONTRACTOR ESTABLISHES A YARD ON THE PROJECT. HE SHALL BE RESPONSIBLE FOR ESTABLISHING HIS OWN STORM WATER POLLUTION PREVENTION PLAN AND COMPLYING WITH THE REQUIREMENTS THEREOF.

THE CONTRACTOR SHALL KEEP THE DEVELOPMENT FREE FROM LITTER.

TEMPORARY AND PERMANENT EROSION CONTROL AND SEDIMENTATION CONTROL NOTES

1. ALL DISTURBED AREAS SHALL BE RESTORED AS NOTED BELOW (FOR SPECIFICS REFERENCE CITY OF AUSTIN STANDARD SPECIFICATIONS - SERIES 600, ENVIRONMENTAL ENHANCEMENT). A MINIMUM OF FOUR INCHES OF TOPSOIL SHALL BE PLACED IN ALL DISTURBED AREAS (EXCEPT ROCK) BETWEEN THE CURB AND THE R.O.W.

THE CONTRACTOR SHALL HYDROMULCH OR SOD ALL EXPOSED CUTS AND FILLS UPON COMPLETION OF CONSTRUCTION, EXCEPT WHERE CUTS ARE MADE IN SOLID ROCK. THE SEEDING OR EROSION CONTROL SHALL BE APPLIED AT THE SPECIFIC RATE OVER AREAS DISTURBED BY CONSTRUCTION AS FOLLOWS UNLESS AN ALTERNATIVE SEED MIX IS APPROVED BY THE OWNER:

FROM SEPTEMBER 15 TO MARCH 1, SEEDING SHALL BE WITH A COMBINATION OF 1 POUND PER 1000 SQUARE FEET OF UNHULLED BERMUDA AND 1 POUND PER 1000 SQUARE FEET OF WINTER RYE WITH A PURITY OF 95% GERMINATION.

FROM MARCH 1 TO SEPTEMBER 15, SEEDING SHALL BE WITH HULLED BERMUDA GRASS (CYNODEN DACTOLYN) AT A RATE OF 1 POUND PER 1000 SQUARE FEET WITH A PURITY OF 95% WITH 85% GERMINATION.

FERTILIZER SHALL HAVE AN ANALYSIS OF 15-15-15 AND SHALL BE APPLIED AT A RATE OF 1 LB. PER 1000 SQUARE FEET. MULCH TYPE TO BE STRAW OR HAY APPLIED AT A RATE OF 500 POUNDS PER ACRE. RESTORATION SHALL BE ACCEPTABLE WHEN THE GRASS HAS REACHED A HEIGHT OF AT LEAST 1-1/2" (95%) COVERAGE AND NO BARE SPOTS LARGER THEN 16 SQUARE FEET EXIST.

2. THE SEEDED OR PLANTED AREA IS TO BE IRRIGATED OR SPRINKLED IN A MANNER WHICH WILL NOT ERODE THE TOPSOIL BUT WILL SUFFICIENTLY SOAK THE SOIL TO A DEPTH OF SIX INCHES. THE IRRIGATION SHALL OCCUR AT TEN DAY INTERVALS FOR THE FIRST TWO MONTHS. RAINFALL OCCURRENCES OF AT LEAST 1/2 INCH SHALL POSTPONE THE WATERING OPERATIONS FOR ONE WEEK.

3. WHEN REQUIRED, NATIVE GRASS SEEDING SHALL COMPLY WITH SECTION 604.6 (NATIVE GRASS SEEDING) OF THE CITY OF AUSTIN STANDARD SPECIFICATIONS - SERIES 600, ENVIRONMENTAL ENHANCEMENT.

SITE DESCRIPTION

A) THE PROJECT SHALL CONSIST OF THE CONSTRUCTION OF UTILITY IMPROVEMENTS.

B) SEQUENCE OF MAJOR ACTIVITIES:
-INSTALLATION OF EROSION/ SEDIMENTATION CONTROLS.
-CONSTRUCTION OF TEMPORARY AND PERMANENT ACCESS ROADS.
-INSTALLATION OF UNDERGROUND WASTEWATER UTILITIES.
-REVEGETATION OF DISTURBED AREAS.
-REMOVAL AND PROPER DISPOSAL OF EROSION/SEDIMENTATION CONTROLS ONCE PERMANENT VEGETATION IS ESTABLISHED.

C) ESTIMATE OF SITE AREA:
TOTAL SIZE: 7.24 ACRES
TOTAL DISTURBED AREA: 7.24 ACRES

D) ESTIMATED RUNOFF COEFFICIENTS FOR THE 100 YEAR STORM AND DESCRIPTION OF RUNOFF: SHEETFLOW

THE SOIL IS MAINLY SUNEV CLAY LOAM AND REAL-COMFORT-DOSS COMPLEX. THE SUNEV CLAY LOAM HAS A SLOPE OF 1 TO 3 PERCENT. THE REAL-COMFORT-DOSS COMPLEX HAS A SLOPE RANGE OF 1 TO 8 PERCENT. THERE ARE SMALL AMOUNTS OF COMFORT-ROCK OUTCROP COMPLEX 1 TO 8 PERCENT SLOPE AND BRACKETT-ROCK OUTCROP-COMFORT COMPLEX 1 TO 8 PERCENT SLOPE.

E) LOCATION MAP (COVER SHEET)

F) THERE IS NO INDUSTRIAL ACTIVITY OTHER THAN CONSTRUCTION ACTIVITIES

G) RECEIVING WATERS:
RUNOFF FROM THE SITE DISCHARGES TO ONION CREEK, WHICH DISCHARGES TO THE COLORADO RIVER, FLOWING TO THE GULF OF MEXICO.

NOTE:
DISTURBED AREAS ON WHICH CONSTRUCTION ACTIVITY HAS CEASED (TEMPORARILY OR PERMANENTLY) SHALL BE STABILIZED WITHIN FOURTEEN (14) DAYS UNLESS ACTIVITIES ARE SCHEDULED TO RESUME AND DO SO WITHIN TWENTY-ONE (21) DAYS THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTATION OF ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES.

REQUIREMENTS

THE FOLLOWING RECORDS SHALL BE KEPT BY THE CONTRACTOR, WITH THE SWPPP:
-DATES WHEN MAJOR GRADING ACTIVITIES OCCUR
-DATES WHEN CONSTRUCTION ACTIVITIES TEMPORARILY CEASE
-DATES WHEN CONSTRUCTION ACTIVITIES PERMANENTLY CEASE
-DATES WHEN STABILIZATION MEASURES ARE INITIATED

THE SWPPP SHALL BE AMENDED WHEN:
-THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE SYSTEM OR SITE
-INSPECTIONS INDICATE THE PLAN IS NOT MEETING THE DESIRED OBJECTIVES

THE OWNER/OPERATOR SHALL POST A NOTICE NEAR THE MAIN ENTRANCES OF THE CONSTRUCTION SITE WITH THE FOLLOWING INFORMATION:
-TPDES PERMIT NUMBER OR A COPY OF THE NOI IF THE PERMIT NUMBER HAS NOT YET BEEN ASSIGNED
-THE NAME AND TELEPHONE NUMBER OF A LOCAL CONTACT PERSON
-A BRIEF DESCRIPTION OF THE PROJECT
-THE LOCATION OF THE SWPPP

STRUCTURAL PRACTICES

- X SILT FENCES
HAY BALES
ROCK BERMS
X DIVERSION, INTERCEPTOR, OR PERIMETER DIKES
DIVERSION, INTERCEPTOR, OR PERIMETER SWALES
DIVERSION DIKE AND SWALE COMBINATION
BRUSH BERMS
CONCRETE FLUMES
X STABILIZED (ROCK) CONSTRUCTION ENTRANCES
SEDIMENT TRAPS
SEDIMENT BASINS
STONE OUTLET STRUCTURES CURB AND GUTTERS
STORM SEWERS
VELOCITY CONTROL DEVICES

STABILIZATION PRACTICES

- X TEMPORARY VEGETATION
PERMANENT VEGETATION
CELLULOSE FIBER MULCHING
VEGETATIVE BUFFER STRIPS
X PROTECTION OF TREES
PROTECTION OF MATURE VEGETATION
GEOTEXTILES
SOD STABILIZATION

NOTES:

-MEASURES WILL BE REVISED AS NECESSARY TO PREVENT SEDIMENT FROM LEAVING THE PROJECT SITE
-ANY SEDIMENT THAT ESCAPES THE SITE WILL BE REMOVED IMMEDIATELY AND CORRECTIVE ACTION TAKEN TO PREVENT ITS RECURRENCE
-LITTER AND OTHER DEBRIS WILL BE COLLECTED FROM THE SITE ROUTINELY
-ALL ON-SITE AND OFF-SITE MATERIAL STORAGE AREAS SHALL BE PROTECTED

INSPECTIONS

QUALIFIED PERSONNEL SHALL INSPECT DISTURBED AREAS THAT HAVE NOT BEEN FINALLY STABILIZED, STORAGE AREAS, STRUCTURAL CONTROLS, AND AREAS WHERE CONSTRUCTION AND OTHER VEHICLES LEAVE THE SITE AT LEAST ONCE EVERY FOURTEEN (14) DAYS AND WITHIN TWENTY-FOUR (24) HOURS OF THE END OF A STORM EVENT OF 1/2 INCHES OR GREATER.

DISTURBED AREAS SHALL BE INSPECTED FOR EVIDENCE OF, OR POTENTIAL FOR, SEDIMENT ENTERING THE DRAINAGE SYSTEM.

AFTER THE INSPECTIONS, THE SWPPP SHALL BE MODIFIED AS NECESSARY TO INCLUDE ADDITIONAL BMP'S (BEST MANAGEMENT PRACTICES) DESIGNED TO CORRECT DEFICIENCIES IDENTIFIED.

REVISIONS (MODIFICATIONS) SHALL BE COMPLETED WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING THE INSPECTION, IF POSSIBLE IMPLEMENT BEFORE NEXT STORM EVENT.

IF EXISTING BMP'S NEED TO BE MODIFIED OR ADDITIONAL BMP'S ARE REQUIRED, IMPLEMENTATIONS SHALL BE COMPLETED PRIOR TO THE NEXT ANTICIPATED STORM EVENT OR AS SOON AS PRACTICAL.

A REPORT SUMMARIZING THE SCOPE OF THE INSPECTION, NAME(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION, THE DATE(S) OF THE INSPECTIONS, AND MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE SWPPP SHALL BE MADE AND RETAINED AS PART OF THE SWPPP FOR AT LEAST THREE (3) YEARS FROM THE DATE THE "NOTICE OF TERMINATION" (NOT) IS SUBMITTED.

THE OBSERVATIONS SHOULD INCLUDE:
-SEDIMENT DISCHARGES FROM THE SITE
-LOCATION OF BMP'S THAT SHOULD BE MAINTAINED
-LOCATION OF BMP'S THAT WERE INADEQUATE
-LOCATION WHERE ADDITIONAL BMP'S SHALL BE INSTALLED

WHERE AN INSPECTION DOES NOT INDICATE THAT MODIFICATIONS TO EXISTING BMP'S ARE NECESSARY OR ADDITIONAL BMP'S ARE REQUIRED, A REPORT SHALL BE PREPARED WITH A CERTIFICATION THAT THE FACILITY IS IN COMPLIANCE WITH THE SWPPP AND THE TPDES PERMIT.

STANDARD PERMIT CONDITIONS

1. THE PERMITTEE HAS A DUTY TO COMPLY WITH ALL PERMIT CONDITIONS. FAILURE TO COMPLY WITH ANY PERMIT CONDITION IS A VIOLATION OF THE PERMIT AND STATUTES UNDER WHICH IT WAS ISSUED, AND IS GROUNDS FOR ENFORCEMENT ACTION, FOR TERMINATING COVERAGE UNDER THIS GENERAL PERMIT, OR FOR REQUIRING A DISCHARGER TO APPLY FOR AND OBTAIN AN INDIVIDUAL TPDES PERMIT.

2. AUTHORIZATION UNDER THIS GENERAL PERMIT MAY BE SUSPENDED OR REVOKED FOR CAUSE. FILING A NOTICE OF PLANNED CHANGES OR ANTICIPATED NON-COMPLIANCE BY THE PERMITTEE DOES NOT STAY ANY PERMIT CONDITION. THE PERMITTEE MUST FURNISH TO THE EXECUTIVE DIRECTOR, UPON REQUEST AND WITHIN A REASONABLE TIME, ANY INFORMATION NECESSARY FOR THE EXECUTIVE DIRECTOR TO DETERMINE WHETHER CAUSE EXISTS FOR REVOKING, SUSPENDING, OR TERMINATING AUTHORIZATION UNDER THIS PERMIT. ADDITIONALLY, THE PERMITTEE MUST PROVIDE TO THE EXECUTIVE DIRECTOR, UPON REQUEST, COPIES OF ALL RECORDS THAT THE PERMITTEE IS REQUIRED TO MAINTAIN AS A CONDITION OF THIS GENERAL PERMIT.

3. IT IS NOT A DEFENSE FOR A DISCHARGER IN AN ENFORCEMENT ACTION THAT IT WOULD HAVE BEEN NECESSARY TO HALT OR REDUCE THE PERMITTED ACTIVITY TO MAINTAIN COMPLIANCE WITH THE PERMIT CONDITIONS.

4. INSPECTION AND ENTRY SHALL BE ALLOWED UNDER TEXAS WATER CODE CHAPTERS 26-28, HEALTH AND SAFETY CODE §§ 361.032-361.033 AND 361.037, AND 40 CODE OF FEDERAL REGULATIONS (CFR) § 122.41(i). THE STATEMENT IN TEXAS WATER CODE § 26.014 THAT COMMISSION ENTRY OF A FACILITY SHALL OCCUR ACCORDING TO AN ESTABLISHMENT'S RULES AND REGULATIONS CONCERNING SAFETY, INTERNAL SECURITY, AND FIRE PROTECTION IS NOT GROUNDS FOR DENIAL OR RESTRICTION OF ENTRY TO ANY PART OF THE FACILITY OR SITE, BUT MERELY DESCRIBES THE COMMISSION'S DUTY TO OBSERVE APPROPRIATE RULES AND REGULATIONS DURING AN INSPECTION.

5. THE DISCHARGER IS SUBJECT TO ADMINISTRATIVE, CIVIL, AND CRIMINAL PENALTIES, AS APPLICABLE, UNDER TEXAS WATER CODE §§ 26.136, 26.212, AND 26.213 FOR VIOLATIONS INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

a. NEGLIGENTLY OR KNOWINGLY VIOLATING CWA, §§ 301, 302, 306, 307, 308, 318, OR 405, OR ANY CONDITION OR LIMITATION IMPLEMENTING ANY SECTIONS IN A PERMIT ISSUED UNDER CWA § 402, OR ANY REQUIREMENT IMPOSED IN A PRETREATMENT PROGRAM APPROVED UNDER CWA, §§ 402(a)(3) OR 402(b)(8);

b. KNOWINGLY MAKING ANY FALSE STATEMENT, REPRESENTATION, OR CERTIFICATION IN ANY RECORD OR OTHER DOCUMENT SUBMITTED OR REQUIRED TO BE MAINTAINED UNDER A PERMIT, INCLUDING MONITORING REPORTS OR REPORTS OF COMPLIANCE OR NONCOMPLIANCE.

6. ALL REPORTS AND OTHER INFORMATION REQUESTED BY THE EXECUTIVE DIRECTOR MUST BE SIGNED BY THE PERSON AND IN THE MANNER REQUIRED BY 30TAC § 305.128 (RELATING TO SIGNATORIES TO REPORTS).

7. AUTHORIZATION UNDER THIS GENERAL PERMIT DOES NOT CONVEY PROPERTY OR WATER RIGHTS OF ANY SORT AND DOES NOT GRANT ANY EXCLUSIVE PRIVILEGE.

SPILL RESPONSE PLAN

1. ALL SPILLS MEETING THE FOLLOWING CRITERIA MUST BE IMMEDIATELY REPORTED TO THE TEXAS SPILL HOTLINE (1-800-832-8224), WHICH IS OPERATED 24 HRS A DAY.

Table with 3 columns: KIND OF SPILL, WHERE DISCHARGED, AMOUNT. Includes entries for PETROLEUM PRODUCTS, WATER, and CHEMICALS.

IF POSSIBLE, BE PREPARED TO ANSWER THE FOLLOWING QUESTIONS:

- DATE AND TIME OF SPILL.
- IDENTITY OF MATERIAL SPILLED.
- ESTIMATE OF THE QUANTITY OF MATERIAL SPILLED AND DURATION.
- THE EXACT LOCATION OF THE SPILL, INCLUDING THE NAME OF WATERS INVOLVED OR THREATENED (ONION CREEK/WALNUT SPRINGS)
- EXTENT OF ACTUAL AND POTENTIAL WATER POLLUTION.
- SOURCE OF THE SPILL.
- NAME, ADDRESS, AND PHONE NUMBER OF THE PARTY IN CHARGE OF, OR RESPONSIBLE FOR THE PROJECT OR ACTIVITY ASSOCIATED WITH THE SPILL.
- THE STEPS BEING TAKEN OR PROPOSED TO CONTAIN AND CLEAN UP THE SPILL AND ANY PRECAUTIONS TAKEN TO MINIMIZE IMPACTS, INCLUDING EVACUATION.
- THE EXTENT OF INJURIES, IF ANY.
- ANY KNOWN OR ANTICIPATED HEALTH RISKS.
- POSSIBLE HAZARDS TO THE ENVIRONMENT (AIR, SOIL, WATER, WILDLIFE, ETC.)
- THE IDENTITIES OF ANY RESPONDING AGENCIES.

2. IMMEDIATELY CONTAIN SPILLS OF ALL QUANTITIES AND MATERIALS. IF A LIQUID SPILL OCCURS ON PAVED SURFACES, ENCIRCLE THE SPILL WITH ABSORBENT MATERIALS. IF A LIQUID SPILL OCCURS IN DIRT AREAS, IMMEDIATELY CONTAIN THE SPILL BY CONSTRUCTING AN EARTHEN DIKE. PROMPTLY AND PROPERLY DISPOSE OF CONTAMINATED ABSORBENT MATERIAL AND DIRT. NEVER HOSE DOWN OR BURY DRY MATERIAL SPILLS.

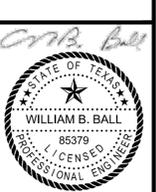
3. WHEN VEHICLE MAINTENANCE AND/OR FUELING OCCURS ONSITE, USE A DESIGNATED AREA LOCATED AWAY FROM DRAINAGE COURSES. REGULARLY INSPECT ONSITE VEHICLES AND EQUIPMENT FOR LEAKS. REPAIR IMMEDIATELY.

BURGESS & NIPLÉ INC.
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
PHONE: (512) 432-1000
PELS FIRM REGISTRATION NO. 10834

CITY OF DRIPPING SPRINGS
EAST INTERCEPTOR SEGMENT 1
STORM WATER POLLUTION PREVENTION PLAN

Table with 3 columns: NO., DESCRIPTION, DATE. Includes a REVISIONS column.

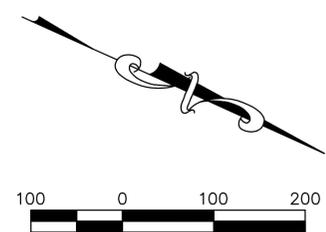
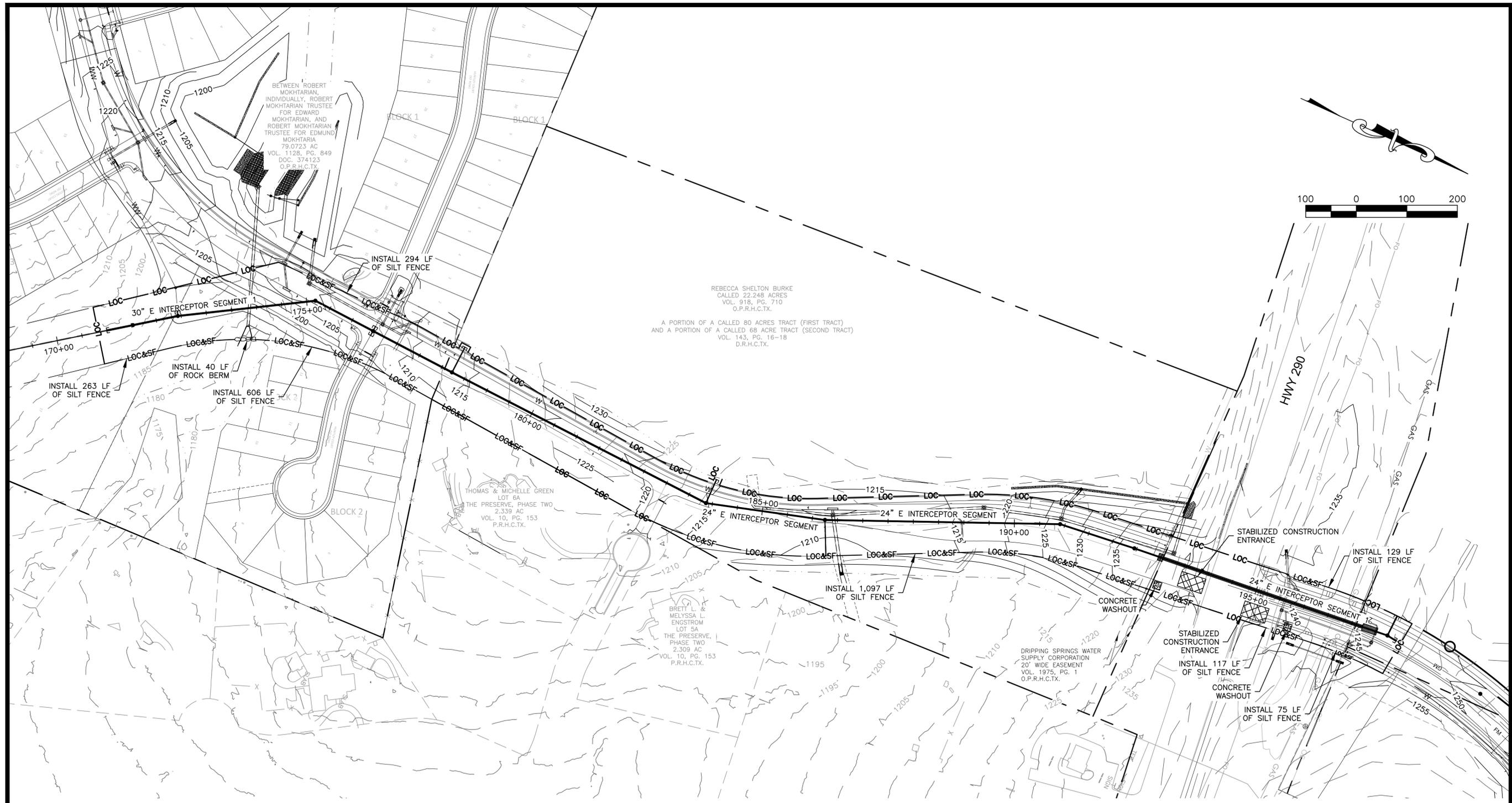
JOB NO: 1951-001
DATE: 6/21/2024
DESIGNED BY: JB, CC, DM
DRAWN BY: JB, CC, DM
CHECKED BY: WBB
APPROVED BY: WBB



7/22/24

G-003

SHEET: 3 OF 16



LEGEND

	PROPERTY BOUNDARY
	PROPOSED MAJOR CONTOURS (BY OTHERS)
	EXISTING MAJOR CONTOURS
	PROPOSED WASTEWATER LINE
	PROPOSED WASTEWATER MANHOLE
	LIMITS OF CONSTRUCTION
	LIMITS OF CONSTRUCTION & SILT FENCE
	TREE PROTECTION
	CONCRETE WASHOUT
	STABILIZED CONSTRUCTION ENTRANCE
	ROCK BERM

REBECCA SHELTON BURKE
CALLED 22.248 ACRES
VOL. 918, PG. 710
O.P.R.H.C.T.X.

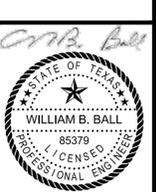
A PORTION OF A CALLED 80 ACRES TRACT (FIRST TRACT)
AND A PORTION OF A CALLED 68 ACRES TRACT (SECOND TRACT)
VOL. 143, PG. 16-18
D.R.H.C.T.X.

BURGESS & NIPLE INC.
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
PHONE: (512) 432-1000
PELS FIRM REGISTRATION NO. 10834

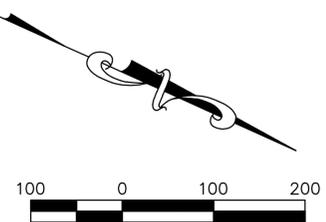
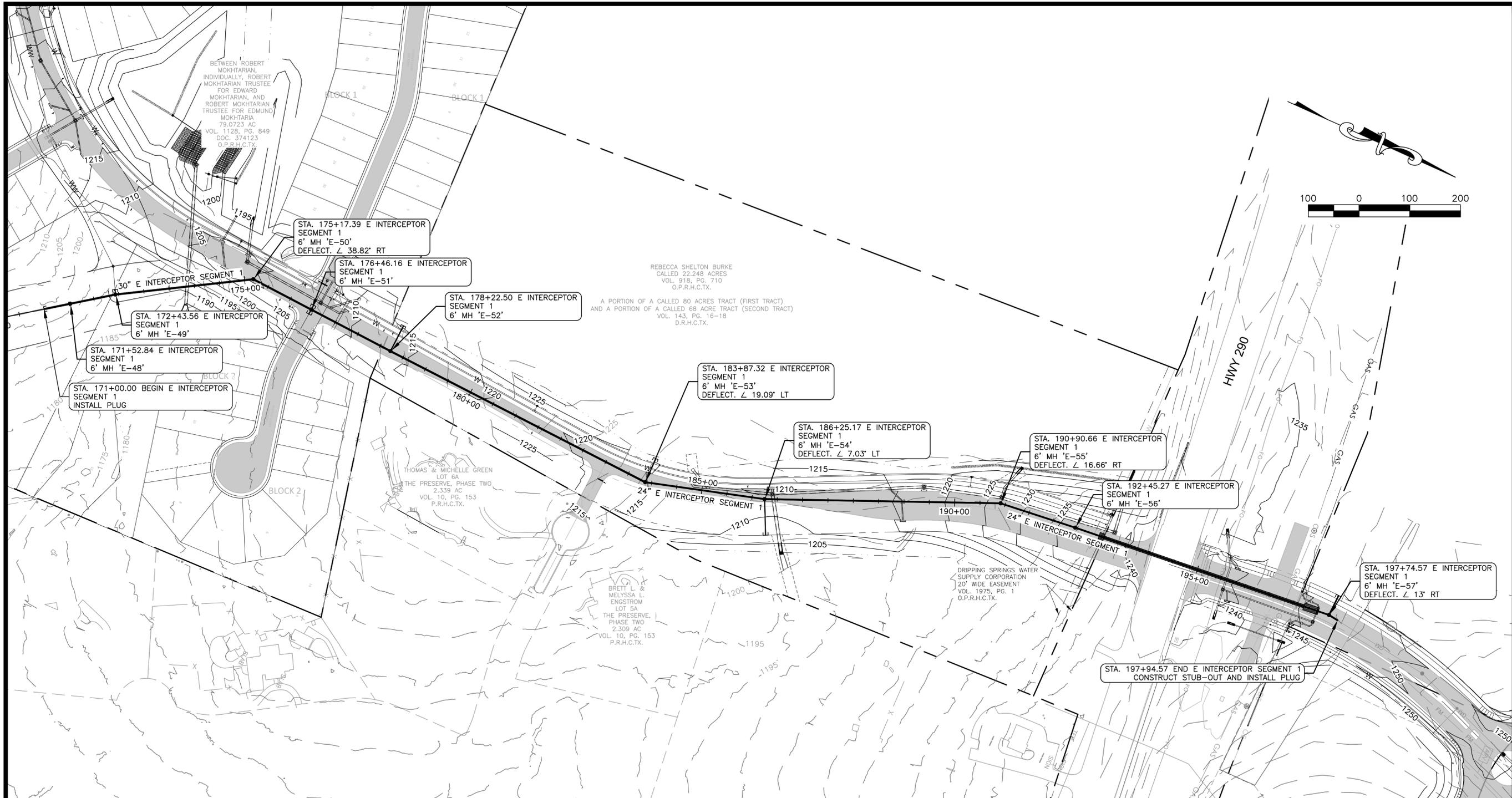
CITY OF DRIPPING SPRINGS
EAST INTERCEPTOR SEGMENT 1
EROSION AND SEDIMENTATION CONTROL
PLAN

NO.	DESCRIPTION	DATE

JOB NO: 1951-001
DATE: 6/21/2024
DESIGNED BY: JB, CC, DM
DRAWN BY: JB, CC, DM
CHECKED BY: WBB
APPROVED BY: WBB



7/22/24
C-001
SHEET: 4 OF 16



LEGEND

- PROPERTY BOUNDARY
- PROPOSED MAJOR CONTOURS (BY OTHERS)
- EXISTING MAJOR CONTOURS
- PROPOSED WASTEWATER LINE
- OVERHEAD ELECTRIC LINE
- EXISTING POWER POLE
- PROPOSED WASTEWATER MANHOLE

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CITY OF DRIPPING SPRINGS
 EAST INTERCEPTOR SEGMENT 1
 OVERALL SITE PLAN

NO.	DESCRIPTION	DATE

JOB NO: 1951-001
 DATE: 6/21/2024
 DESIGNED BY: JB, CC, DM
 DRAWN BY: JB, CC, DM
 CHECKED BY: WBB
 APPROVED BY: WBB



7/22/24

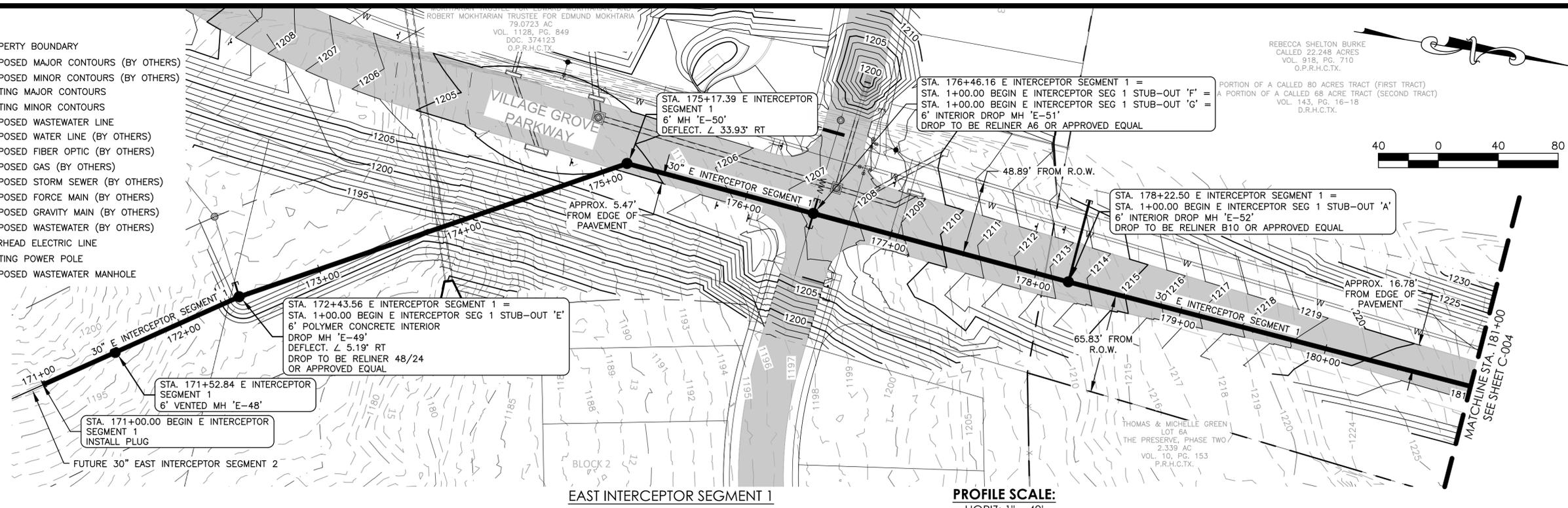
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SHEET: 5 OF 16

LEGEND

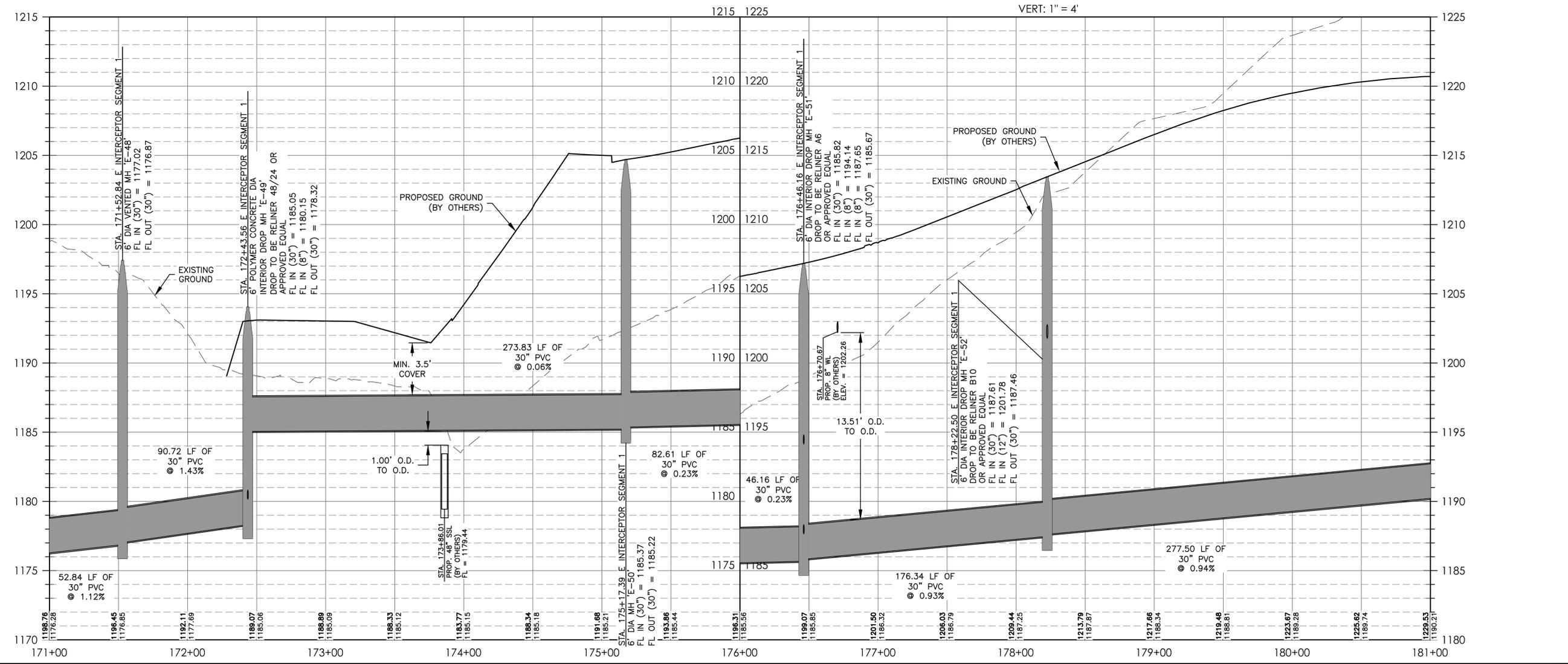
- PROPERTY BOUNDARY
- 1200 PROPOSED MAJOR CONTOURS (BY OTHERS)
- 1201 PROPOSED MINOR CONTOURS (BY OTHERS)
- 1200 EXISTING MAJOR CONTOURS
- 1201 EXISTING MINOR CONTOURS
- PROPOSED WASTEWATER LINE
- W PROPOSED WATER LINE (BY OTHERS)
- FO PROPOSED FIBER OPTIC (BY OTHERS)
- GAS PROPOSED GAS (BY OTHERS)
- SD PROPOSED STORM SEWER (BY OTHERS)
- FM PROPOSED FORCE MAIN (BY OTHERS)
- GM PROPOSED GRAVITY MAIN (BY OTHERS)
- WW PROPOSED WASTEWATER (BY OTHERS)
- OHE OVERHEAD ELECTRIC LINE
- EXISTING POWER POLE
- PROPOSED WASTEWATER MANHOLE

NOTE:
CONTRACTOR TO FIELD VERIFY ELEVATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.



EAST INTERCEPTOR SEGMENT 1

PROFILE SCALE:
HORIZ: 1" = 40'
VERT: 1" = 4'

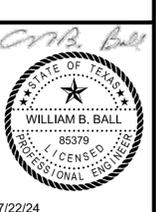


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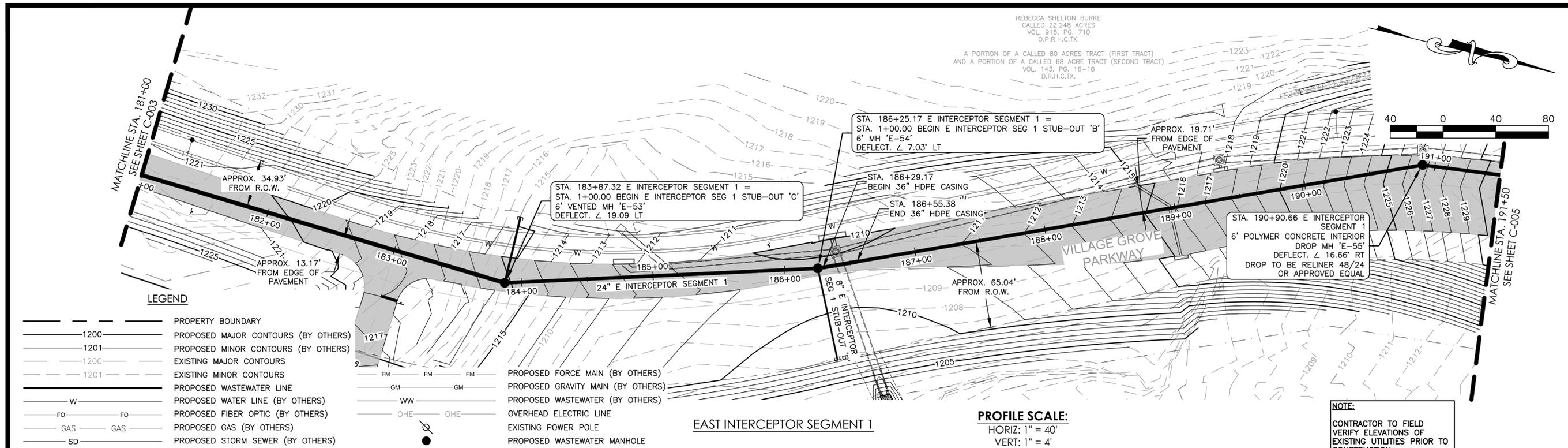
CITY OF DRIPPING SPRINGS
EAST INTERCEPTOR SEGMENT 1
EAST INTERCEPTOR SEGMENT 1 P & P STA.
171 +00 TO 181 +00

NO.	DESCRIPTION	DATE

JOB NO: 1951-001
DATE: 6/21/2024
DESIGNED BY: JB, CC, DM
DRAWN BY: JB, CC, DM
CHECKED BY: WBB
APPROVED BY: WBB



7/22/24
C-003
SHEET: 6 OF 16

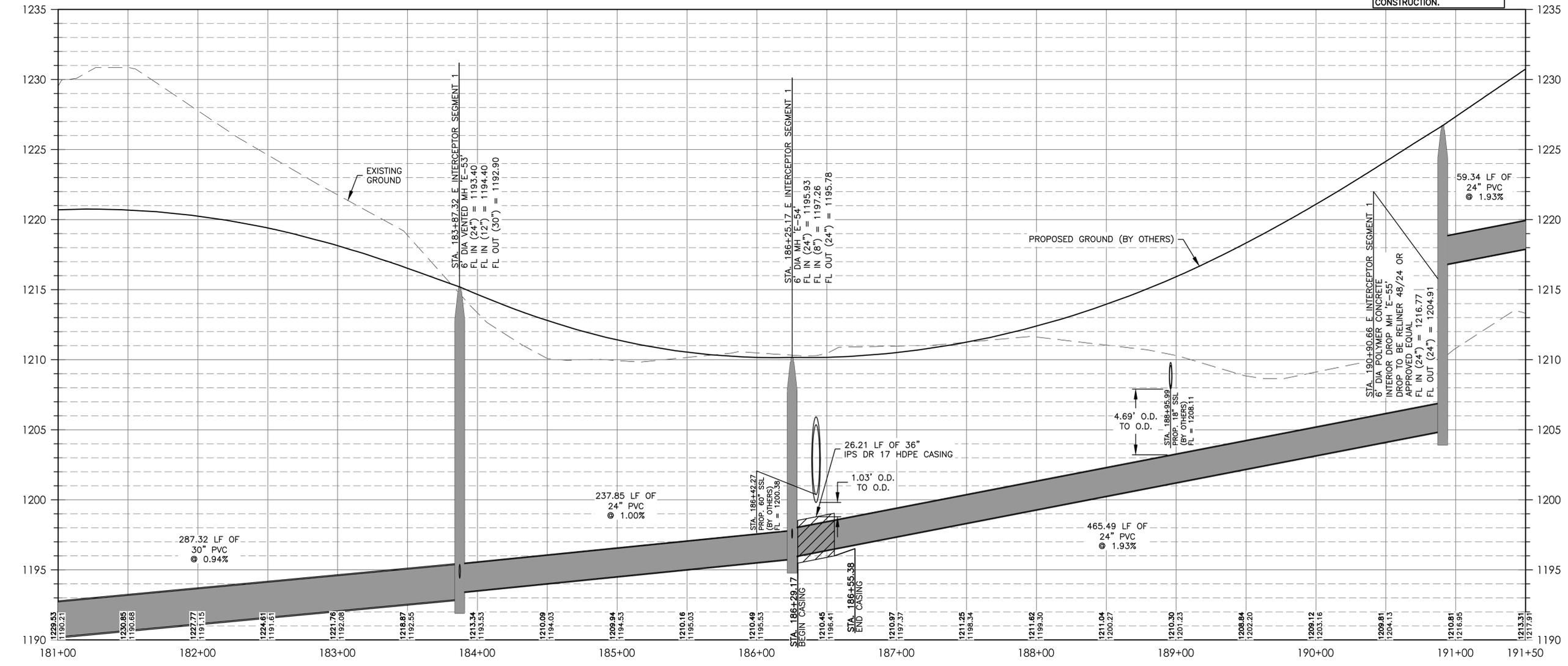


- LEGEND**
- PROPERTY BOUNDARY
 - - - PROPOSED MAJOR CONTOURS (BY OTHERS)
 - - - PROPOSED MINOR CONTOURS (BY OTHERS)
 - - - EXISTING MAJOR CONTOURS
 - - - EXISTING MINOR CONTOURS
 - FM --- PROPOSED FORCE MAIN (BY OTHERS)
 - GM --- PROPOSED GRAVITY MAIN (BY OTHERS)
 - W --- PROPOSED WASTEWATER LINE
 - WW --- PROPOSED WASTEWATER (BY OTHERS)
 - FO --- PROPOSED FIBER OPTIC (BY OTHERS)
 - OHE --- OVERHEAD ELECTRIC LINE
 - GAS --- PROPOSED GAS (BY OTHERS)
 - SD --- PROPOSED STORM SEWER (BY OTHERS)
 - PROPOSED WASTEWATER MANHOLE

EAST INTERCEPTOR SEGMENT 1

PROFILE SCALE:
HORIZ: 1" = 40'
VERT: 1" = 4'

NOTE:
CONTRACTOR TO FIELD
VERIFY ELEVATIONS OF
EXISTING UTILITIES PRIOR TO
CONSTRUCTION.



BURGESS & NIPLÉ INC.
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CITY OF DRIPPING SPRINGS
EAST INTERCEPTOR SEGMENT 1
EAST INTERCEPTOR SEGMENT 1 P&P STA.
181+00 TO 191+50

NO.	DESCRIPTION	DATE

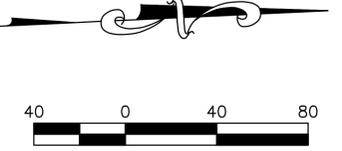
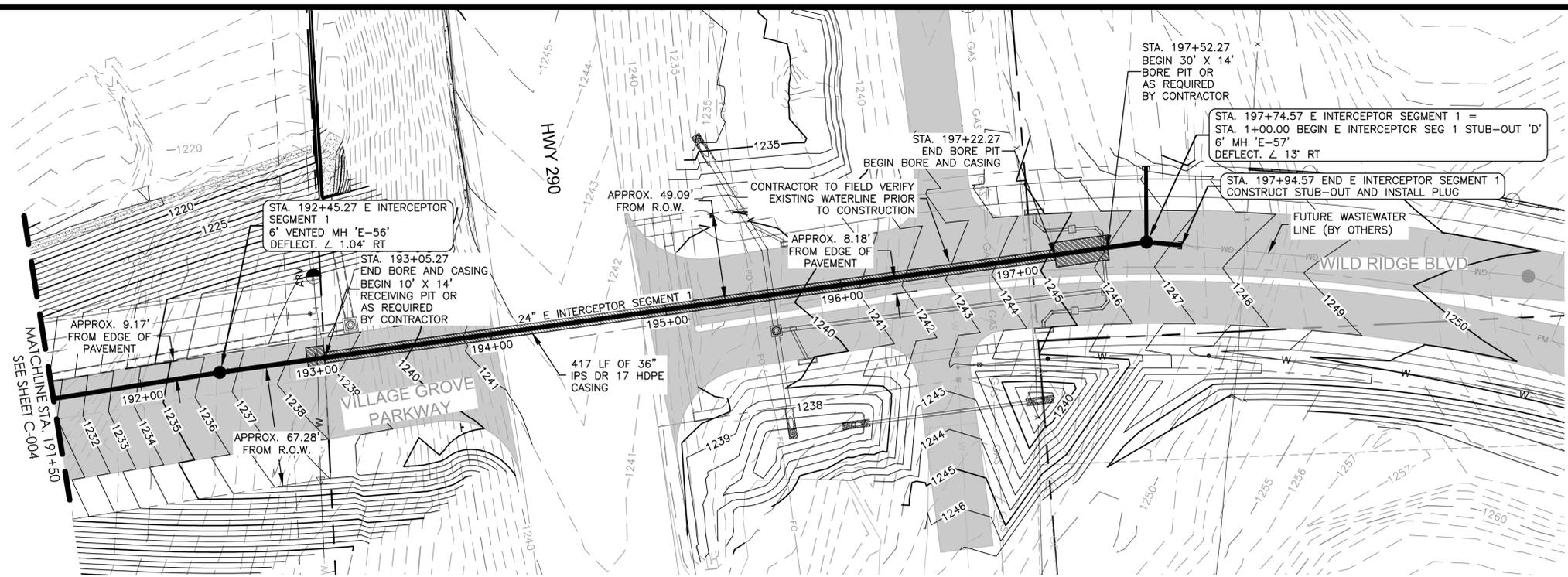
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DRAWN BY: JB, CC, DM
CHECKED BY: WBB
APPROVED BY: WBB



7/22/24

C-004

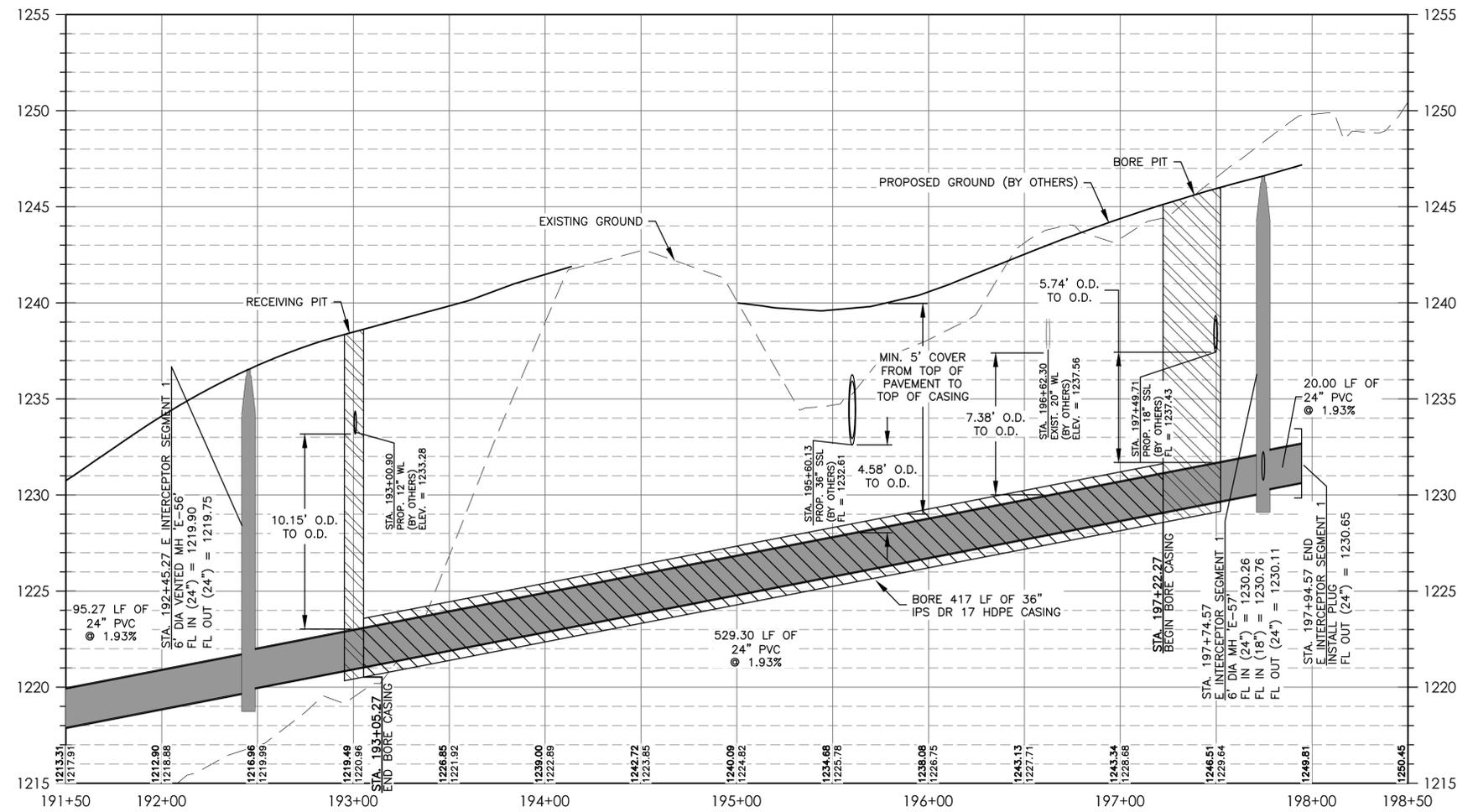
SHEET: 7 OF 16



NOTE:
 CONTRACTOR TO FIELD VERIFY ELEVATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.

EAST INTERCEPTOR SEGMENT 1

PROFILE SCALE:
 HORIZ: 1" = 40'
 VERT: 1" = 4'



LEGEND

---	PROPERTY BOUNDARY
---	PROPOSED MAJOR CONTOURS (BY OTHERS)
---	PROPOSED MINOR CONTOURS (BY OTHERS)
---	EXISTING MAJOR CONTOURS
---	EXISTING MINOR CONTOURS
---	PROPOSED WASTEWATER LINE
---	PROPOSED WATER LINE (BY OTHERS)
---	PROPOSED FIBER OPTIC (BY OTHERS)
---	PROPOSED GAS (BY OTHERS)
---	PROPOSED STORM SEWER (BY OTHERS)
---	PROPOSED FORCE MAIN (BY OTHERS)
---	PROPOSED GRAVITY MAIN (BY OTHERS)
---	PROPOSED WASTEWATER (BY OTHERS)
---	OVERHEAD ELECTRIC LINE
●	EXISTING POWER POLE
●	PROPOSED WASTEWATER MANHOLE

BURGESS & NIPLÉ INC.
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 PELS FIRM REGISTRATION NO. 10834

CITY OF DRIPPING SPRINGS
 EAST INTERCEPTOR SEGMENT 1
 EAST INTERCEPTOR SEGMENT 1 P&P STA.
 191+50 TO END

NO.	DESCRIPTION	DATE

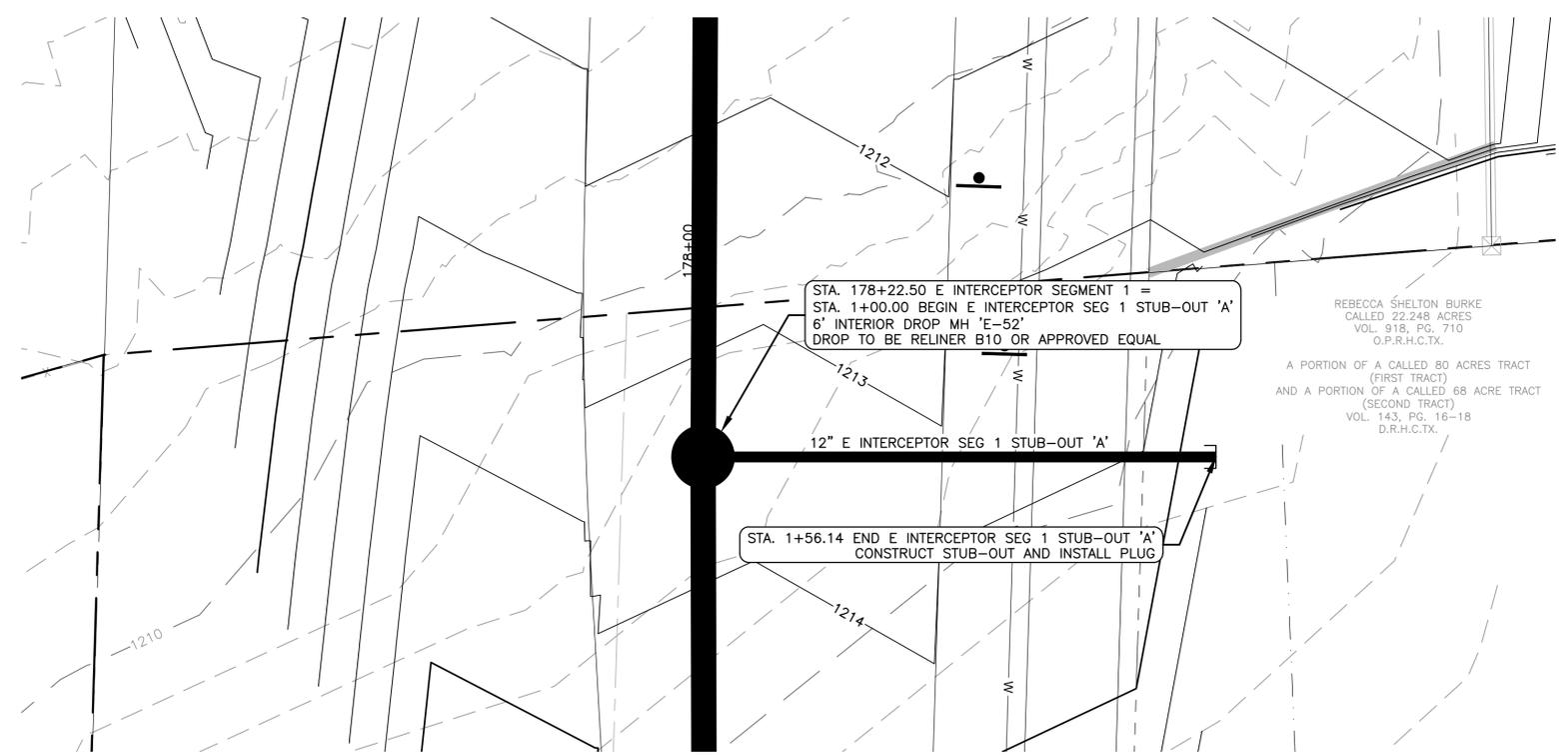
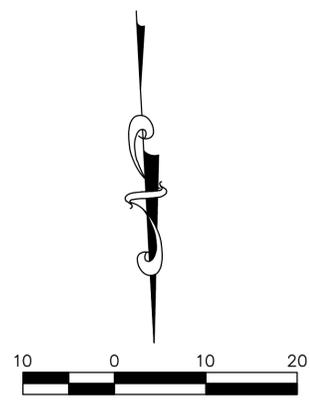
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 DATE: 6/21/2024
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 DRAWN BY: JB, CC, DM
 CHECKED BY: WBB
 APPROVED BY: WBB



7/22/24

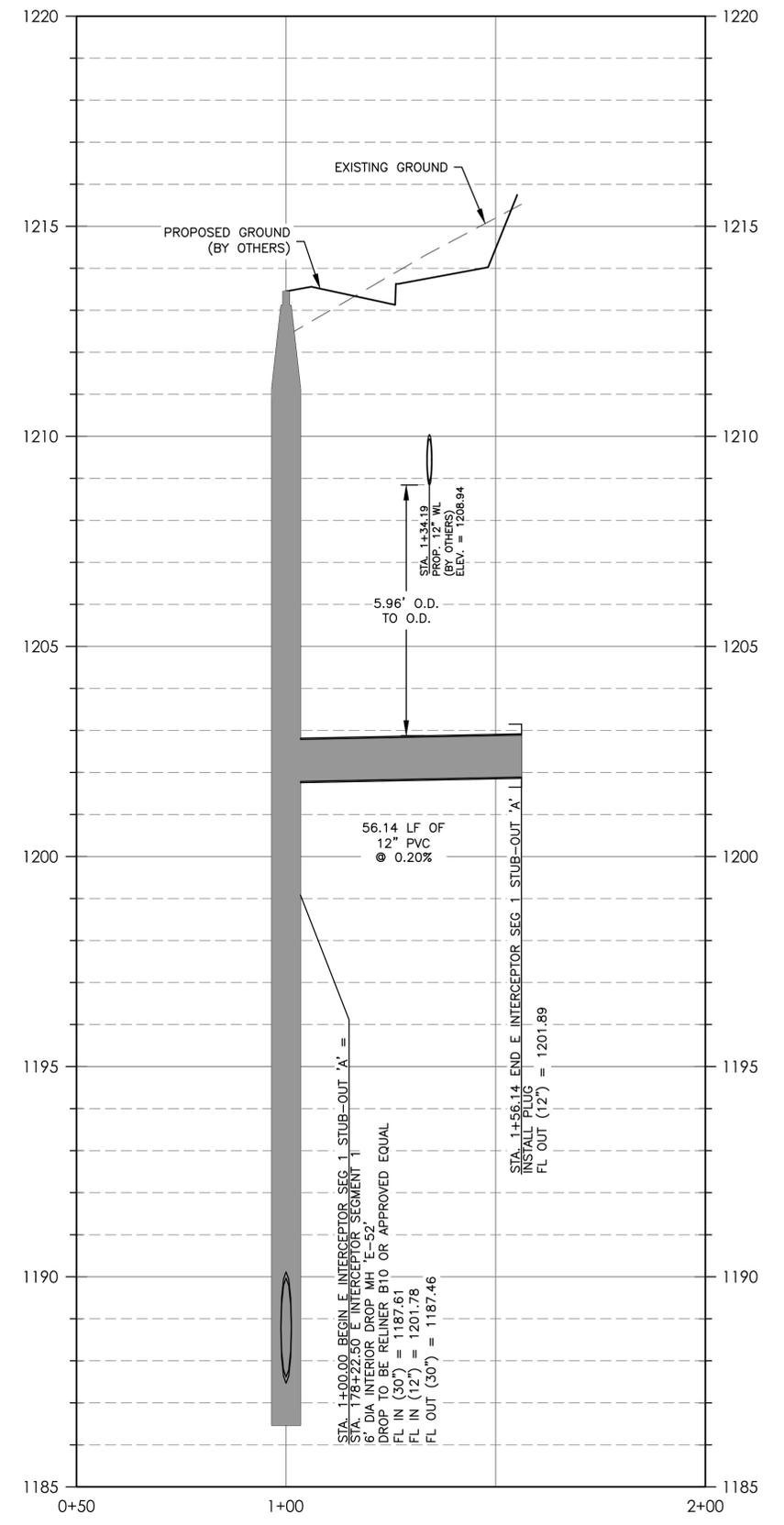
C-005

SHEET: 8 OF 16



E INTERCEPTOR SEG 1 STUB-OUT 'A'

PROFILE SCALE:
 HORIZ: 1" = 20'
 VERT: 1" = 2'



LEGEND

---	PROPERTY BOUNDARY
---1200---	PROPOSED MAJOR CONTOURS (BY OTHERS)
---1201---	PROPOSED MINOR CONTOURS (BY OTHERS)
---1200---	EXISTING MAJOR CONTOURS
---1201---	EXISTING MINOR CONTOURS
---	PROPOSED WASTEWATER LINE
W	PROPOSED WATER LINE (BY OTHERS)
FO	PROPOSED FIBER OPTIC (BY OTHERS)
GAS	PROPOSED GAS (BY OTHERS)
SD	PROPOSED STORM SEWER (BY OTHERS)
FM	PROPOSED FORCE MAIN (BY OTHERS)
GM	PROPOSED GRAVITY MAIN (BY OTHERS)
WW	PROPOSED WASTEWATER (BY OTHERS)
OHE	OVERHEAD ELECTRIC LINE
●	EXISTING POWER POLE
●	PROPOSED WASTEWATER MANHOLE

NOTE:
 CONTRACTOR TO FIELD VERIFY
 ELEVATIONS OF EXISTING UTILITIES
 PRIOR TO CONSTRUCTION.

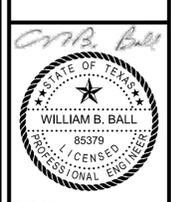
REBECCA SHELTON BURKE
 CALLED 22.248 ACRES
 VOL. 918, PG. 710
 O.P.R.H.C.TX.
 A PORTION OF A CALLED 80 ACRES TRACT
 (FIRST TRACT)
 AND A PORTION OF A CALLED 68 ACRE TRACT
 (SECOND TRACT)
 VOL. 143, PG. 16-18
 D.R.H.C.TX.

BURGESS & NIPLE INC.
 235 LEDGE STONE DRIVE
 AUSTIN, TEXAS 78737
 PHONE: (512) 432-1000
 PELS FRM REGISTRATION NO. 10834

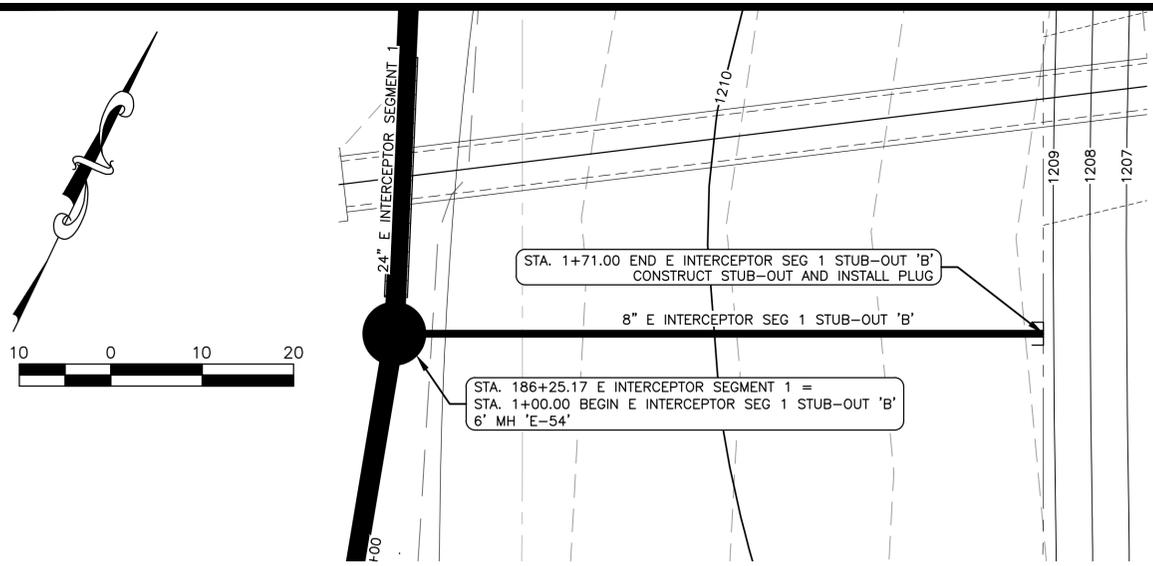
CITY OF DRIPPING SPRINGS
 EAST INTERCEPTOR SEGMENT 1
 EAST INTERCEPTOR SEGMENT 1 STUB-OUT 'A'
 P&P

NO.	DESCRIPTION	DATE

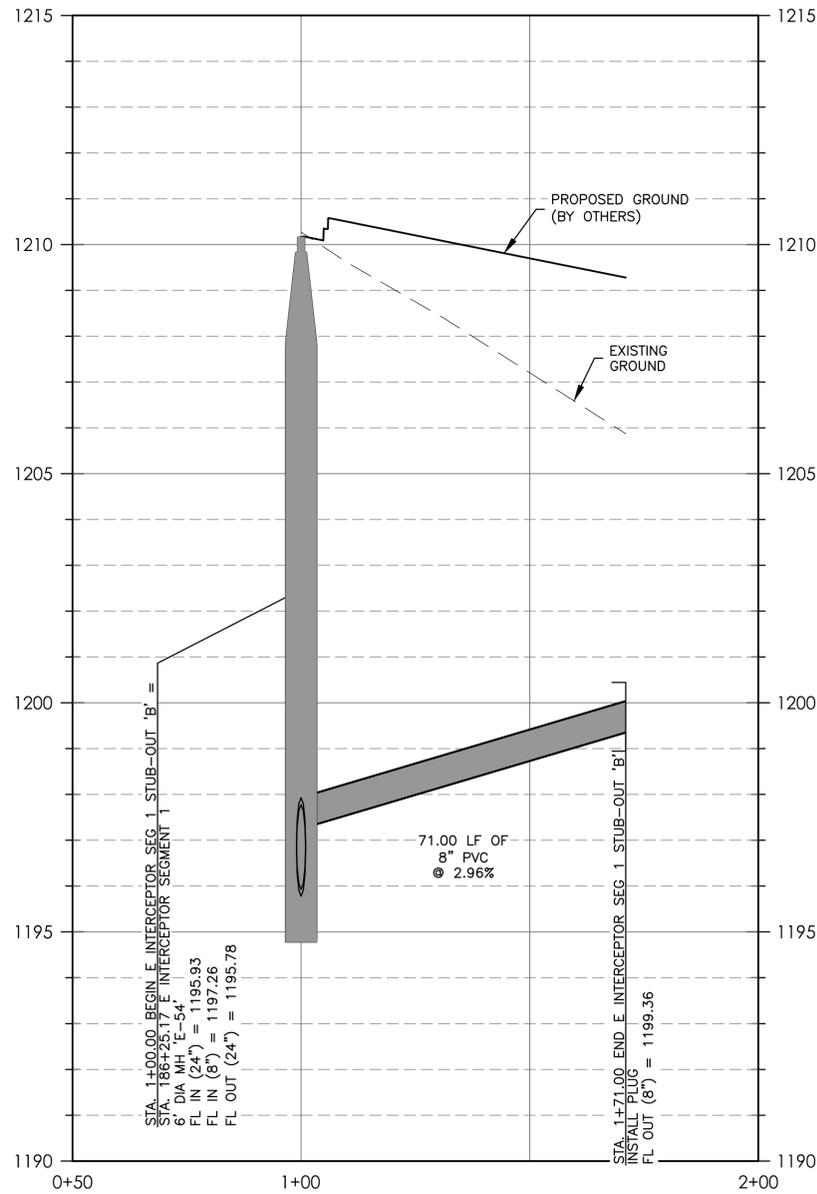
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 APPROVED BY: WBB



7/22/24
 C-006
 SHEET: 9 OF 16



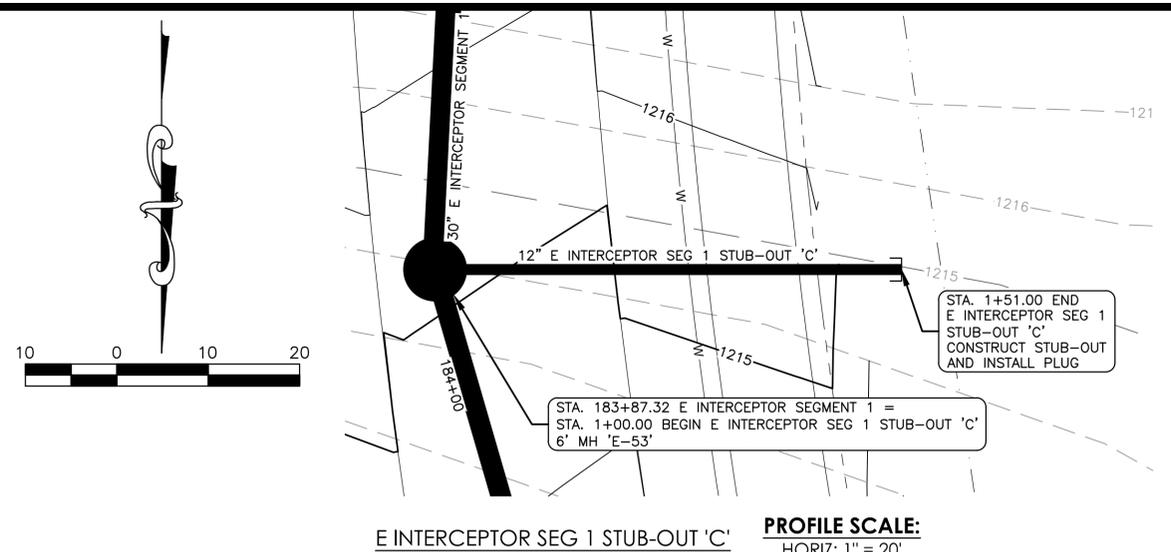
E INTERCEPTOR SEG 1 STUB-OUT 'B'
PROFILE SCALE:
 HORIZ: 1" = 20'
 VERT: 1" = 2'



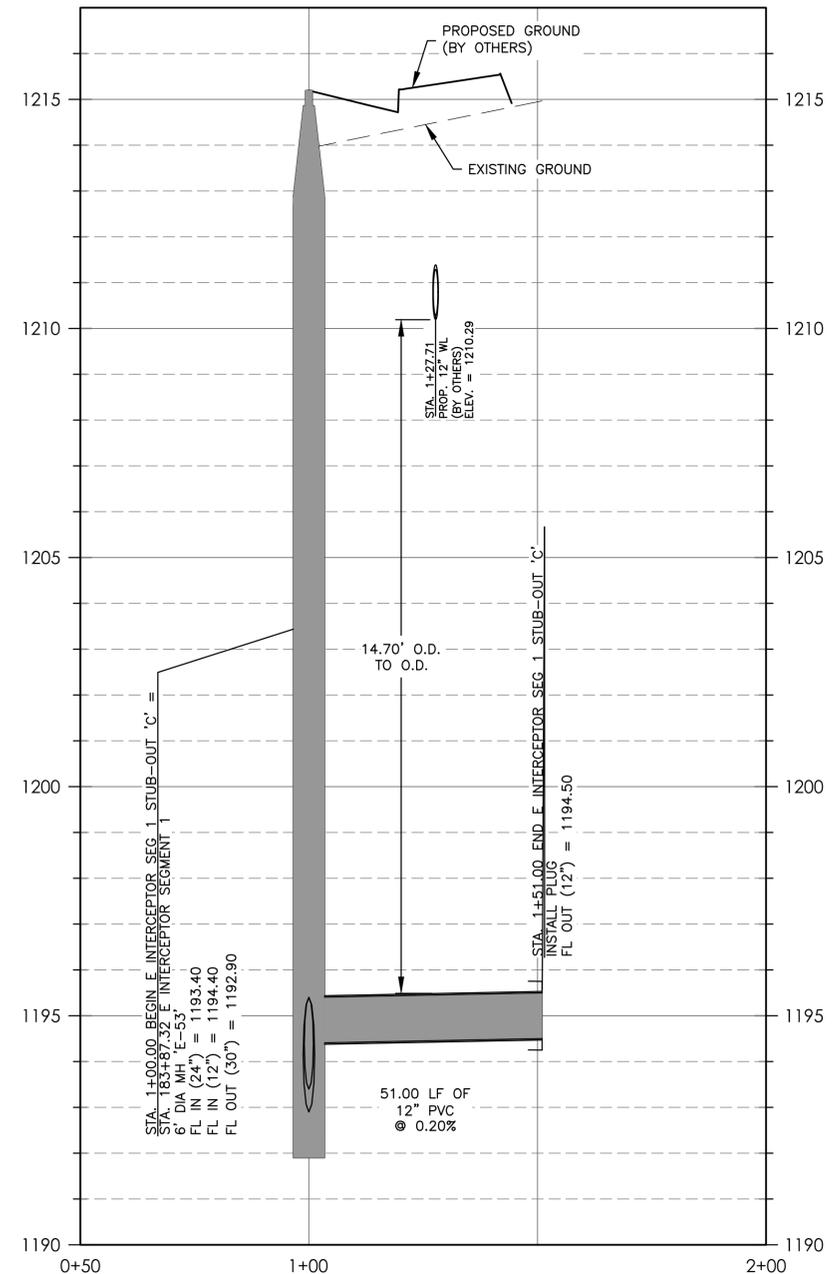
LEGEND

- PROPERTY BOUNDARY
- 1200 PROPOSED MAJOR CONTOURS (BY OTHERS)
- 1201 PROPOSED MINOR CONTOURS (BY OTHERS)
- 1200 EXISTING MAJOR CONTOURS
- 1201 EXISTING MINOR CONTOURS
- PROPOSED WASTEWATER LINE
- W --- PROPOSED WATER LINE (BY OTHERS)
- FO --- FO --- PROPOSED FIBER OPTIC (BY OTHERS)
- GAS --- GAS --- PROPOSED GAS (BY OTHERS)
- SD --- PROPOSED STORM SEWER (BY OTHERS)
- FM --- FM --- FM --- PROPOSED FORCE MAIN (BY OTHERS)
- GM --- GM --- PROPOSED GRAVITY MAIN (BY OTHERS)
- WW --- PROPOSED WASTEWATER (BY OTHERS)
- OHE --- OHE --- OVERHEAD ELECTRIC LINE
- EXISTING POWER POLE
- PROPOSED WASTEWATER MANHOLE

NOTE:
 CONTRACTOR TO FIELD VERIFY ELEVATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.



E INTERCEPTOR SEG 1 STUB-OUT 'C'
PROFILE SCALE:
 HORIZ: 1" = 20'
 VERT: 1" = 2'

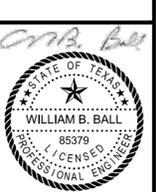


BURGESS & NIPLÉ INC.
 235 LEDGE STONE DRIVE
 AUSTIN, TEXAS 78737
 PHONE: (512) 432-1000
 PELS FIRM REGISTRATION NO. 10834

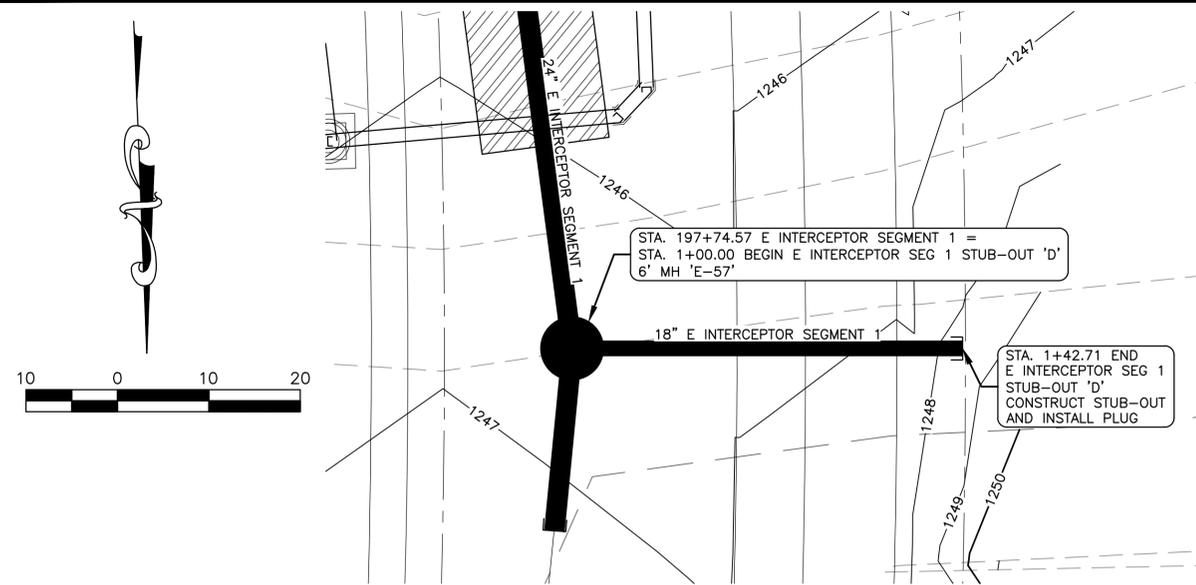
CITY OF DRIPPING SPRINGS
 EAST INTERCEPTOR SEGMENT 1
 EAST INTERCEPTOR SEGMENT 1 STUB-OUT 'B'
 AND 'C' P&P

NO.	DESCRIPTION	DATE

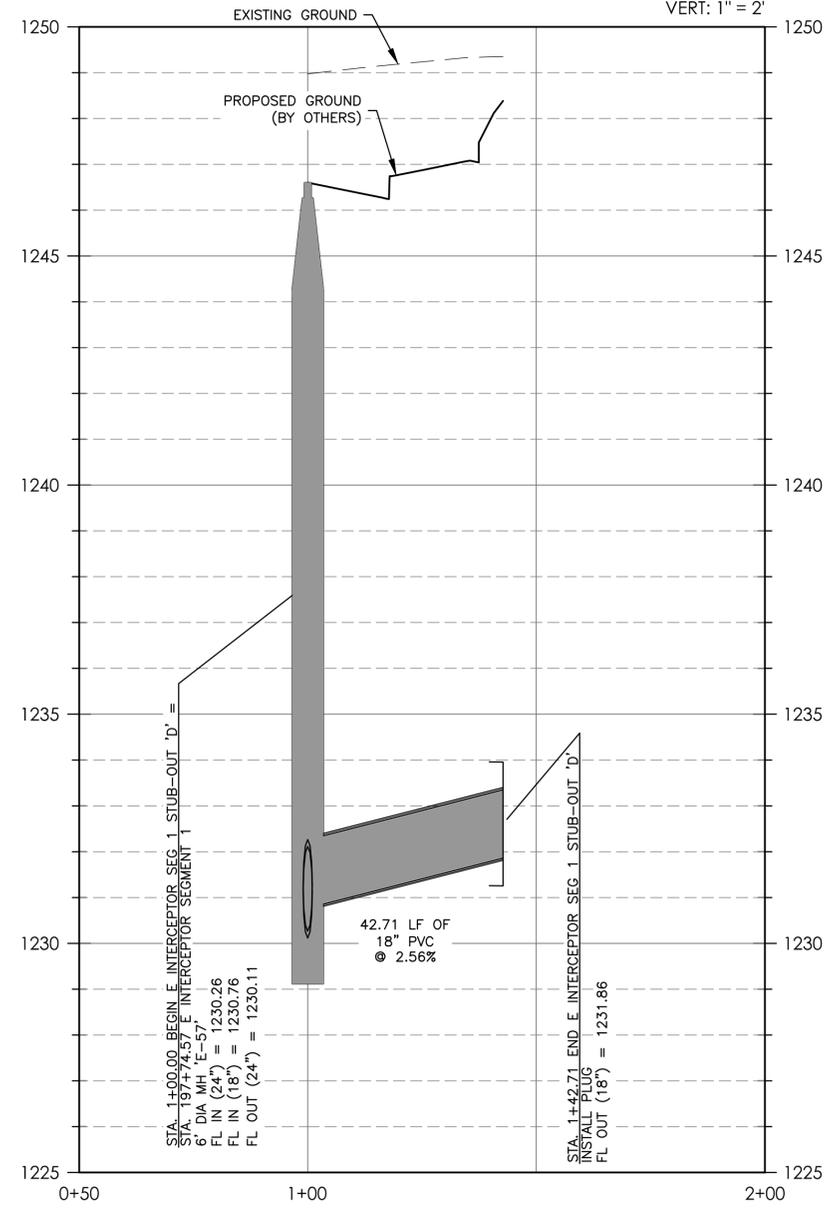
JOB NO: 1951-001
 DATE: 6/21/2024
 DESIGNED BY: JB, CC, DM
 DRAWN BY: JB, CC, DM
 CHECKED BY: WBB
 APPROVED BY: WBB



7/22/24
 C-007
 SHEET: 10 OF 16



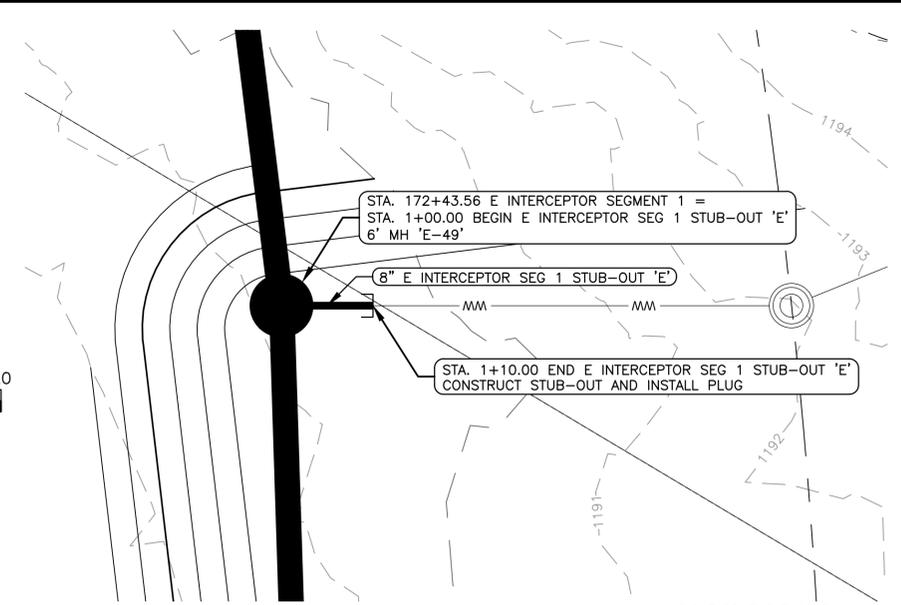
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PROFILE SCALE:
 HORIZ: 1" = 20'
 VERT: 1" = 2'



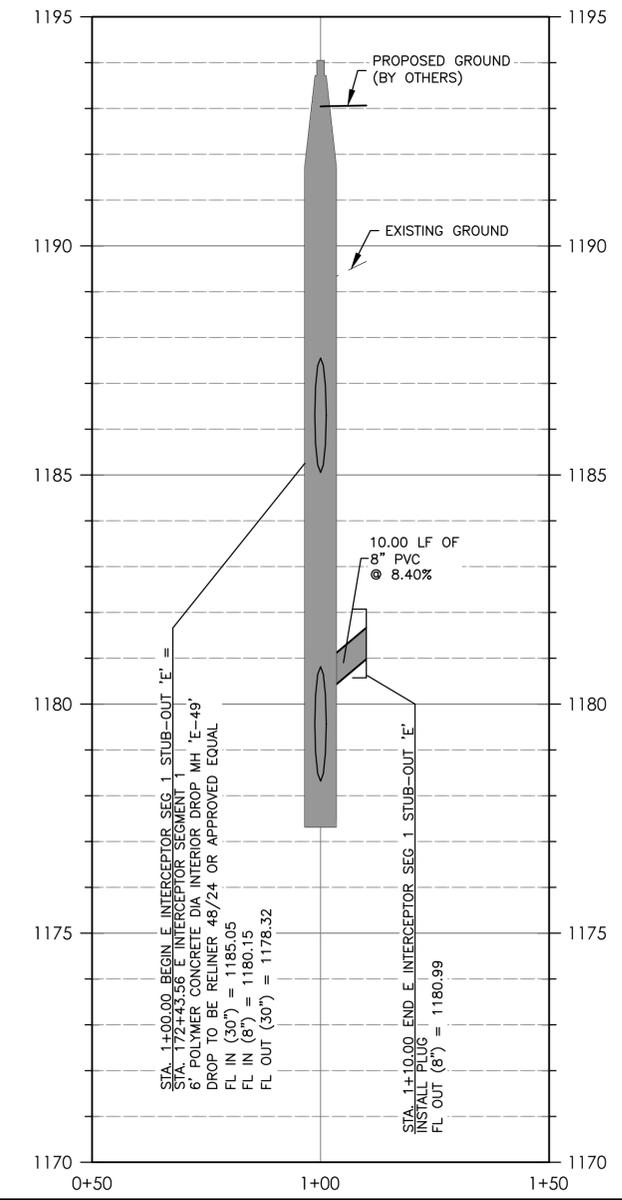
LEGEND

---	---	PROPERTY BOUNDARY
---	---	PROPOSED MAJOR CONTOURS (BY OTHERS)
---	---	PROPOSED MINOR CONTOURS (BY OTHERS)
---	---	EXISTING MAJOR CONTOURS
---	---	EXISTING MINOR CONTOURS
---	---	PROPOSED WASTEWATER LINE
W	---	PROPOSED WATER LINE (BY OTHERS)
FO	FO	PROPOSED FIBER OPTIC (BY OTHERS)
GAS	GAS	PROPOSED GAS (BY OTHERS)
SD	---	PROPOSED STORM SEWER (BY OTHERS)
FM	FM	PROPOSED FORCE MAIN (BY OTHERS)
GM	GM	PROPOSED GRAVITY MAIN (BY OTHERS)
WW	---	PROPOSED WASTEWATER (BY OTHERS)
OHE	OHE	OVERHEAD ELECTRIC LINE
●	○	EXISTING POWER POLE
●	○	PROPOSED WASTEWATER MANHOLE

NOTE:
 CONTRACTOR TO FIELD VERIFY ELEVATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.



E INTERCEPTOR SEG 1 STUB-OUT 'E'
PROFILE SCALE:
 HORIZ: 1" = 20'
 VERT: 1" = 2'



BURGESS & NIPLÉ INC.
 235 LEDGE STONE DRIVE
 AUSTIN, TEXAS 78737
 PHONE: (512) 432-1000
 PELS FRM REGISTRATION NO. 10834

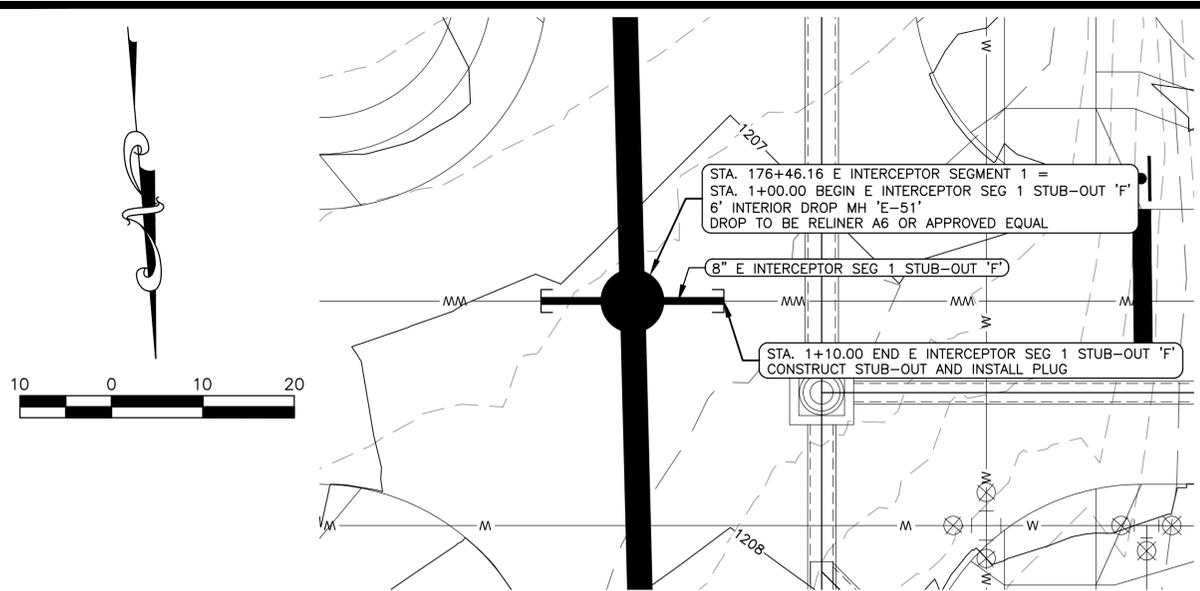
CITY OF DRIPPING SPRINGS
 EAST INTERCEPTOR SEGMENT 1
 EAST INTERCEPTOR SEGMENT 1 STUB-OUT 'D'
 AND 'E' P&P

NO.	DESCRIPTION	DATE

JOB NO: 1951-001
 DATE: 6/21/2024
 DESIGNED BY: WILLIAM B. BALL
 DRAWN BY: JB, CC, DM
 CHECKED BY: JB, CC, DM
 APPROVED BY: WBB

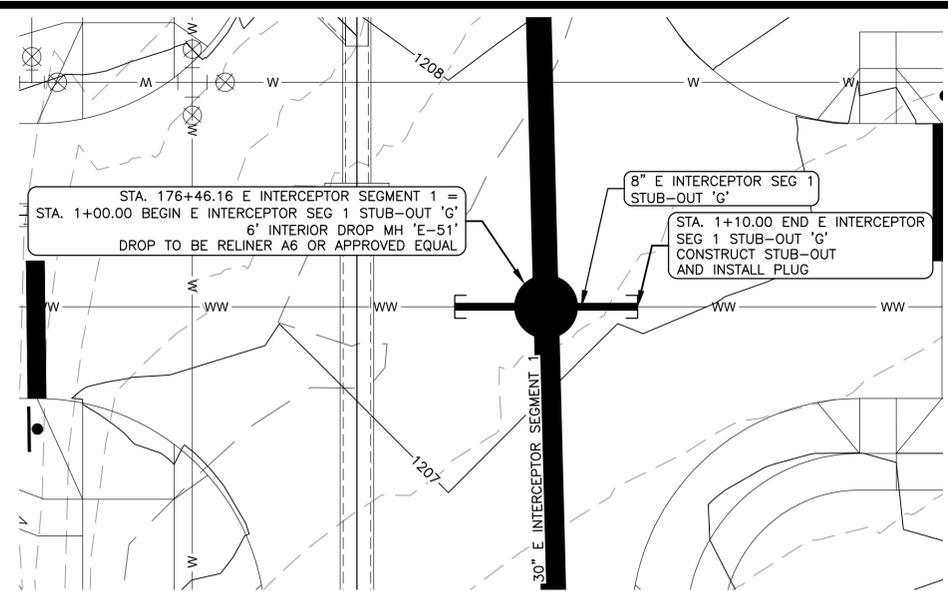


7/22/24
 C-008
 SHEET: 11 OF 16



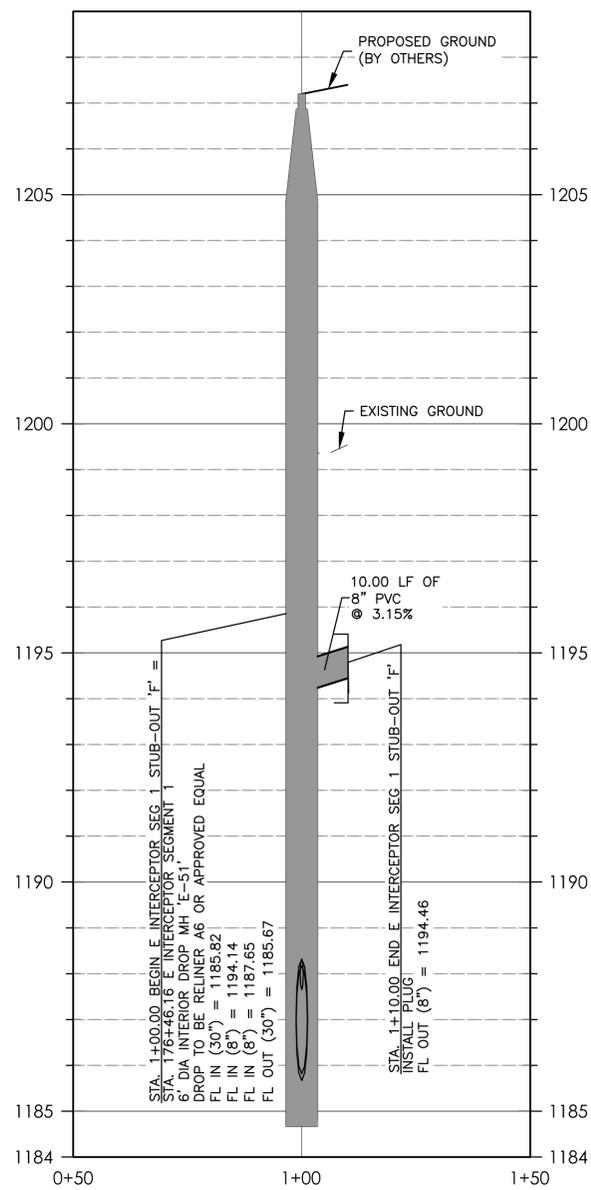
E INTERCEPTOR SEG 1 STUB-OUT 'F'

PROFILE SCALE:
HORIZ: 1" = 20'
VERT: 1" = 2'



E INTERCEPTOR SEG 1 STUB-OUT 'G'

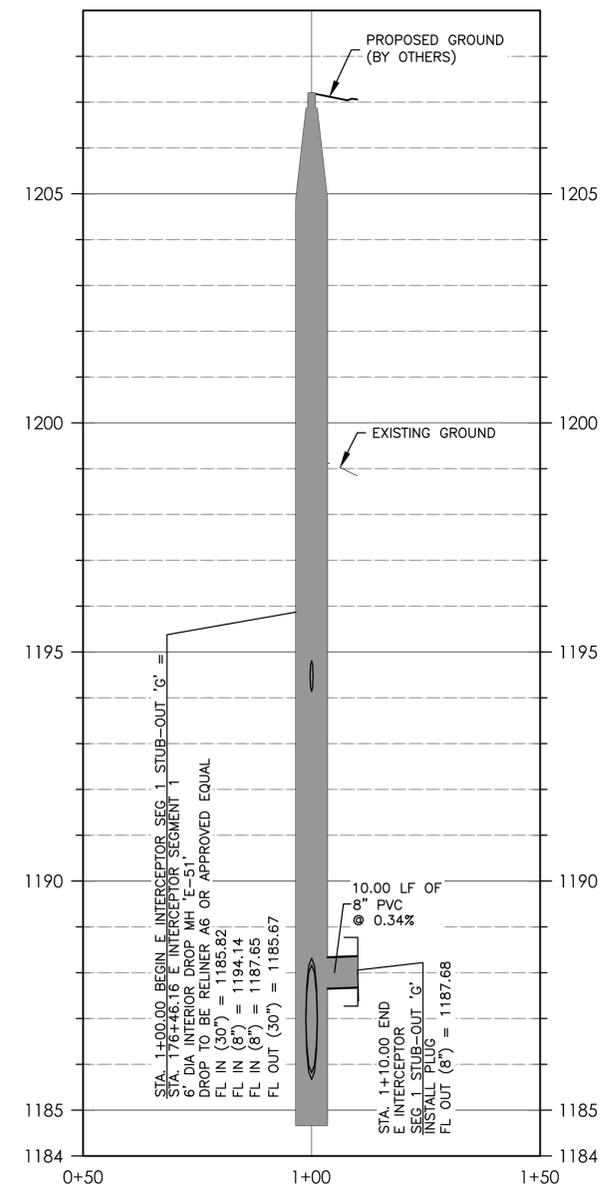
PROFILE SCALE:
HORIZ: 1" = 20'
VERT: 1" = 2'



LEGEND

---	PROPERTY BOUNDARY
---1200---	PROPOSED MAJOR CONTOURS (BY OTHERS)
---1201---	PROPOSED MINOR CONTOURS (BY OTHERS)
---	EXISTING MAJOR CONTOURS
---	EXISTING MINOR CONTOURS
---	PROPOSED WASTEWATER LINE
W	PROPOSED WATER LINE (BY OTHERS)
FO	PROPOSED FIBER OPTIC (BY OTHERS)
GAS	PROPOSED GAS (BY OTHERS)
SD	PROPOSED STORM SEWER (BY OTHERS)
FM	PROPOSED FORCE MAIN (BY OTHERS)
GM	PROPOSED GRAVITY MAIN (BY OTHERS)
WW	PROPOSED WASTEWATER (BY OTHERS)
OHE	OVERHEAD ELECTRIC LINE
●	EXISTING POWER POLE
●	PROPOSED WASTEWATER MANHOLE

NOTE:
CONTRACTOR TO FIELD VERIFY ELEVATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.



BURGESS & NIPLE INC.
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
PHONE: (512) 432-1000
PELS FRM REGISTRATION NO. 10834

CITY OF DRIPPING SPRINGS
EAST INTERCEPTOR SEGMENT 1
EAST INTERCEPTOR SEGMENT 1 STUB-OUT 'F'
AND 'G' P&P

NO.	DESCRIPTION	DATE

JOB NO: 1951-001
DATE: 6/21/2024
DESIGNED BY: WILLIAM B. BALL
DRAWN BY: JB, CC, DM
CHECKED BY: JB, CC, DM
APPROVED BY: WBB



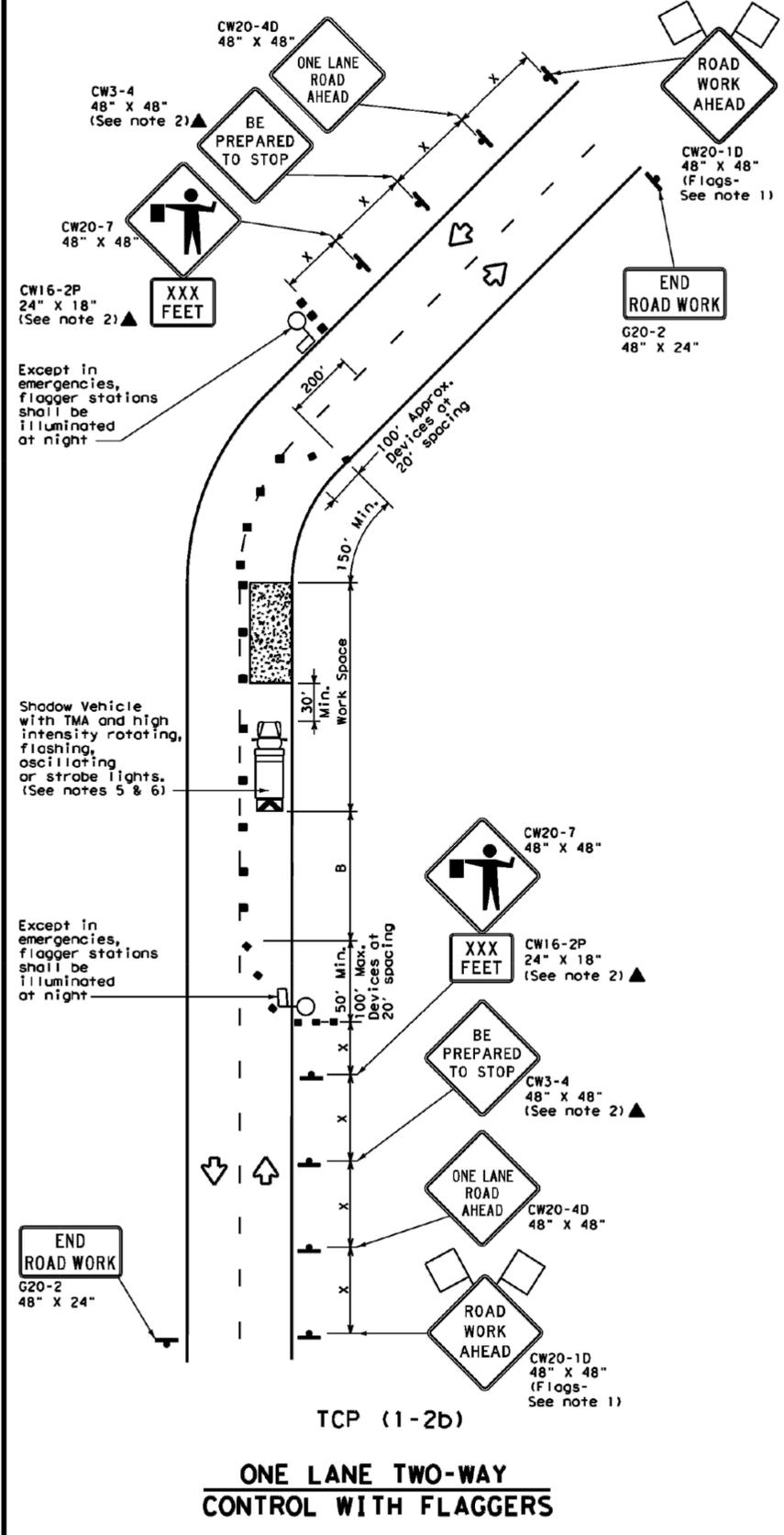
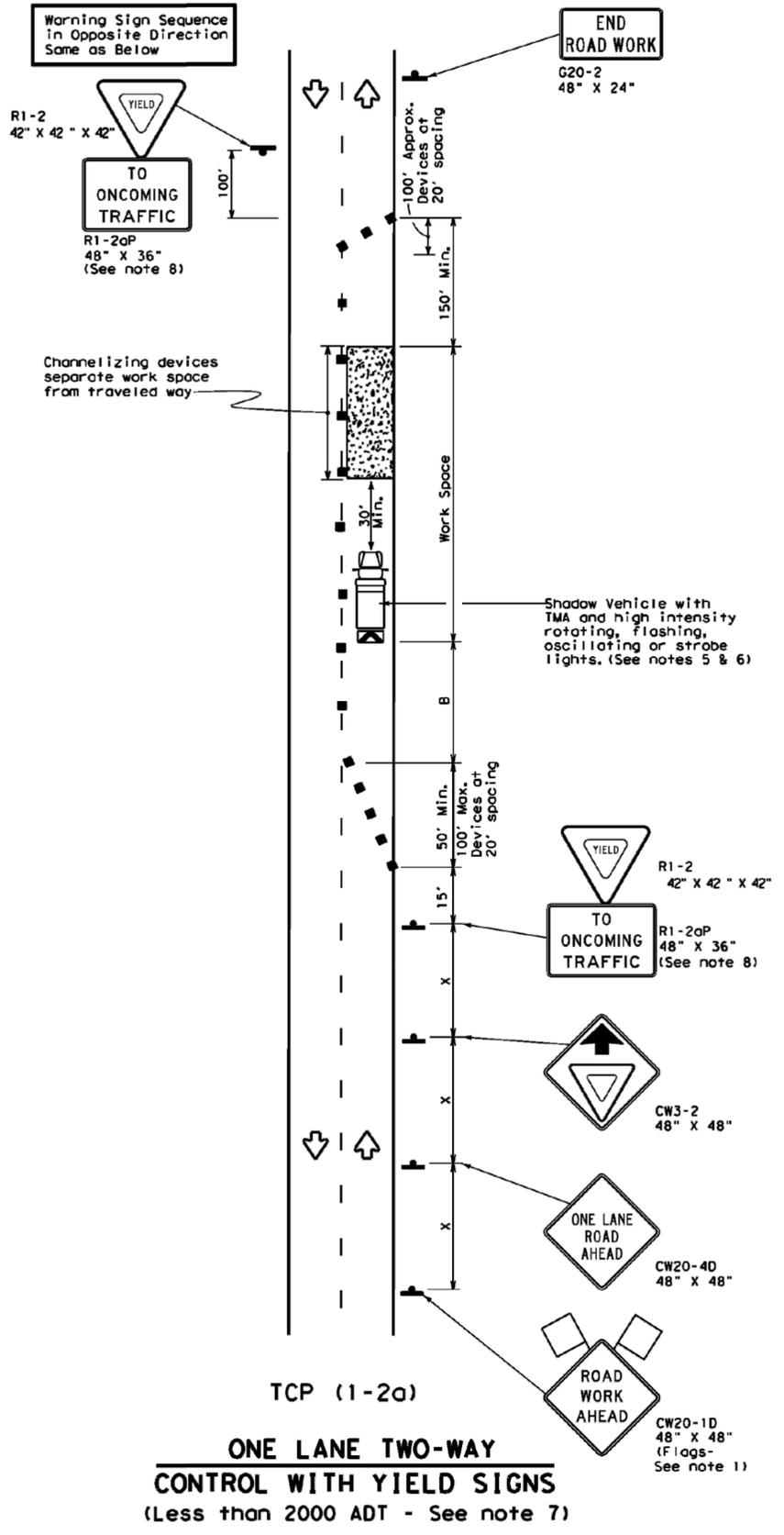
7/22/24

C-009

SHEET: 12 OF 16

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DATE: FILE:



LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
30	L = WS ² / 60	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L = WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
 ** Taper lengths have been rounded off.
 L=Length of Taper (FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE

	MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
		✓	✓		

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
 - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
 - The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
 - Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
 - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
 - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- TCP (1-2a)**
- R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
 - R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.
- TCP (1-2b)**
- Flaggers should use two-way radios or other methods of communication to control traffic.
 - Length of work space should be based on the ability of flaggers to communicate.
 - If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
 - Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
 - Flaggers should use 24" STOP/SLOW paddies to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN

ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP (1-2) - 18

FILE: tcp1-2-18.dgn DW: CK: DR: CK:

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REVISIONS

4-90	4-98			
2-94	2-12			
1-97	2-18			

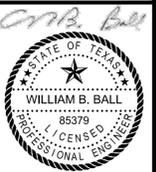
152

BURGESS & NIPLÉ INC.
 235 LEDGE STONE DRIVE
 AUSTIN, TEXAS 78737
 PHONE: (512) 432-1000
 PELS FIRM REGISTRATION NO. 10834

CITY OF DRIPPING SPRINGS
 EAST INTERCEPTOR SEGMENT 1
 TRAFFIC CONTROL PLAN

NO.	DESCRIPTION	DATE

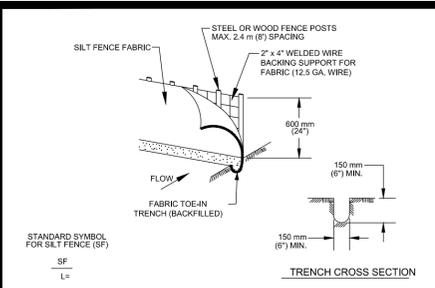
JOB NO: 1951-001
 DATE: 6/21/2024
 DESIGNED BY: JB, CC, DM
 DRAWN BY: JB, CC, DM
 CHECKED BY: WBB
 APPROVED BY: WBB



7/22/24

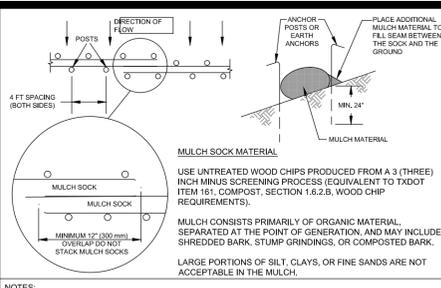
C-010

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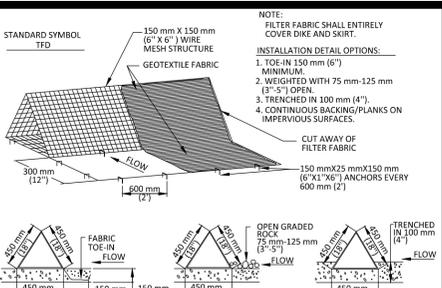
- STANDARD SYMBOL FOR SILT FENCE (SF)**
- SF —
L=
- STEEL OR WOOD POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 300 mm (12 INCHES). IF WOOD POSTS CANNOT ACHIEVE 300 mm (12 INCHES) DEPTH, USE STEEL POSTS.
 - THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW.
 - THE TRENCH MUST BE A MINIMUM OF 150 mm (6 INCHES) DEEP AND 150 mm (6 INCHES) WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
 - SILT FENCE FABRIC SHOULD BE SECURELY FASTENED TO EACH STEEL OR WOOD SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL OR WOOD SUPPORT POST.
 - INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
 - SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
 - ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 150 mm (6 INCHES). THE SILT SHALL BE DISPOSED OF ON AN APPROVED SITE AND IN SUCH A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.

CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT	SILT FENCE
RECORD COPY SIGNED BY MORGAN BYARS 08/01/2011 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
STANDARD NO. 642S-1	



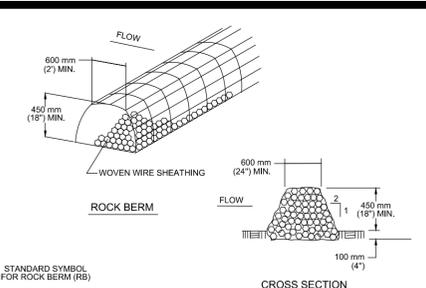
- STANDARD SYMBOL FOR MULCH SOCK**
- MS —
- STEEL OR WOOD POSTS WHICH SUPPORT THE MULCH SOCK SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 600 mm (24 INCHES). IF WOOD POSTS CANNOT ACHIEVE 600 mm (24 INCHES) DEPTH, USE STEEL POSTS. EARTH ANCHORS ARE ALSO ACCEPTABLE.
 - THE TOE OF THE MULCH SOCK SHALL BE PLACED SO THAT THE MULCH SOCK IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. IN ORDER TO PREVENT WATER FROM FLOWING BETWEEN THE JOINTS OF ADJACENT ENDS OF MULCH SOCKS, LAP THE ENDS OF ADJACENT MULCH SOCKS A MINIMUM OF 300 mm (12 INCHES).
 - MULCH MATERIAL MUST BE FREE OF REFUSE, PHYSICAL CONTAMINANTS, AND MATERIAL TOXIC TO PLANT GROWTH; IT IS NOT ACCEPTABLE FOR THE MULCH MATERIAL TO CONTAIN GROUND CONSTRUCTION DEBRIS, BIOSOLIDS, OR MANURE.
 - MULCH MATERIAL WILL BE 100% BIODEGRADABLE, PHOTODEGRADABLE, OR RECYCLABLE SUCH AS BURLAP, TWINE, UV PHOTODEGRADABLE PLASTIC, POLYESTER, OR ANY OTHER ACCEPTABLE MATERIAL.
 - MULCH SOCKS SHOULD BE USED AT THE BASE OF SLOPES NO STEEPER THAN 2:1 AND SHOULD NOT EXCEED THE MAXIMUM SPACING CRITERIA PROVIDED IN CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL, TABLE 1.4.5.F.1, FOR A GIVEN SLOPE CATEGORY.
 - ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 150 mm (6 INCHES). THE SILT SHALL BE DISPOSED OF ON AN APPROVED SITE AND IN SUCH A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.

CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT	MULCH SOCK
RECORD COPY SIGNED BY MORGAN BYARS 08/24/2010 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
STANDARD NO. 648S-1	



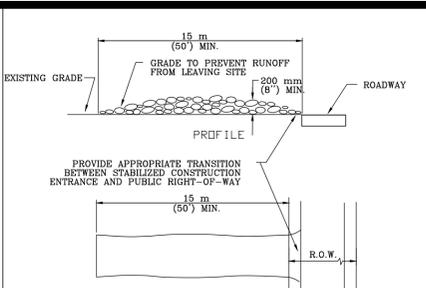
- STANDARD SYMBOL FOR TRIANGULAR SEDIMENT FILTER DIKE**
- TD —
- NOTE: FILTER FABRIC SHALL ENTIRELY COVER DIKE AND SKIRT.
- TOE IN 150 mm (6") MINIMUM.
 - WEIGHTED WITH 75 mm-125 mm (3"-5") OPEN.
 - TRENCHED IN 100 mm (4").
 - CONTINUOUS BACKING/PLANKS ON IMPERVIOUS SURFACES.
- CUT AWAY OF FILTER FABRIC
- GENERAL NOTES
- DIKES SHALL BE PLACED IN A ROW WITH ENDS TIGHTLY ABUTTING THE ADJACENT DIKE.
 - THE FABRIC COVER AND SKIRT SHALL BE A CONTINUOUS WRAPPING OF GEOTEXTILE. THE SKIRT SHALL BE A CONTINUOUS EXTENSION OF THE FABRIC ON THE UPSTREAM FACE.
 - THE SKIRT SHALL BE WEIGHTED WITH A CONTINUOUS LAYER OF 75-125 mm (3-5") OPEN GRADED ROCK OR TOED-IN 150 mm (6") WITH MECHANICALLY COMPACTED MATERIAL. OTHERWISE, THE ENTIRE STRUCTURE SHALL BE TRENCHED IN 100 mm (4").
 - DIKES AND SKIRT SHALL BE SECURELY ANCHORED IN PLACE USING 150 mm (6") WIRE STAPLES ON 600 mm (24") CENTERS ON BOTH EDGES AND SKIRT, OR STAKE USING 10M 1/8" DIAMETER REBAR WITH TIE ENDS.
 - FILTER MATERIAL SHALL BE LAPPED OVER ENDS 150 mm (6") TO COVER DIKE TO DIKE JOINTS. JOINTS SHALL BE FASTENED WITH GALVANIZED SHOOT RINGS.
 - THE DIKE STRUCTURE SHALL BE MW40-150 mm x 150 mm (6 GA. 6"x6") WIRE MESH, 450 mm (18") ON A SIDE.
 - INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED BY THE CONTRACTOR.
 - ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 150 mm (6") AND DISPOSED OF IN A MANNER WHICH WILL NOT CAUSE ADDITIONAL SILTATION.
 - AFTER THE DEVELOPMENT SITE IS COMPLETELY STABILIZED, THE DIKES AND ANY REMAINING SILT SHALL BE REMOVED. SILT SHALL BE DISPOSED OF AS INDICATED IN GENERAL NOTE 8 ABOVE.

CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT	TRIANGULAR SEDIMENT FILTER DIKE
RECORD COPY SIGNED BY PATRICK MURPHY 3/27/00 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
STANDARD NO. 628S	



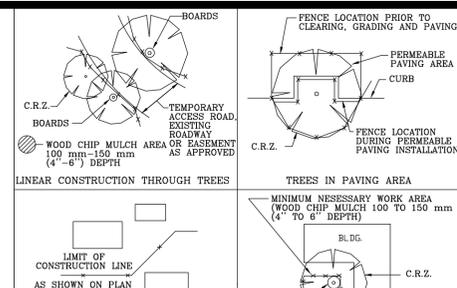
- STANDARD SYMBOL FOR ROCK BERM (RB)**
- RB —
- NOTES:
- USE ONLY OPEN GRADED ROCK 75 to 125 mm (3 to 5") DIAMETER FOR ALL CONDITIONS.
 - THE ROCK BERM SHALL BE SECURED WITH A WOVEN WIRE SHEATHING HAVING MAXIMUM 25 mm (1") OPENING AND MINIMUM WIRE DIAMETER OF 12.9 mm (20 GAUGE).
 - THE ROCK BERM SHALL BE INSPECTED DAILY OR AFTER EACH RAIN, AND THE STONE AND/OR FABRIC CORE-WOVEN SHEATHING SHALL BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED, DUE TO SEDIMENT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.
 - IF SEDIMENT REACHES A DEPTH EQUAL TO ONE-THIRD THE HEIGHT OF THE BERM OR 150 mm (6") WHICHEVER IS LESS, THE SEDIMENT SHALL BE REMOVED AND DISPOSED OF ON AN APPROVED SITE AND IN A MANNER THAT WILL NOT CREATE A SEDIMENTATION PROBLEM.
 - WHEN THE SITE IS COMPLETELY STABILIZED THE BERM AND ACCUMULATED SEDIMENT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.

CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT	ROCK BERM
RECORD COPY SIGNED BY MORGAN BYARS 8/24/2010 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
STANDARD NO. 639S-1	



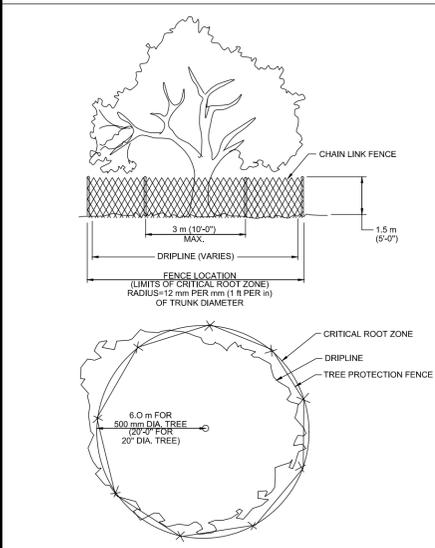
- STANDARD SYMBOL FOR STABILIZED CONSTRUCTION ENTRANCE**
- SE —
- NOTES:
- STONE SIZE: 75-125 mm (3-5") OPEN GRADED ROCK.
 - LENGTH: AS EFFECTIVE BUT NOT LESS THAN 15 m (50').
 - THICKNESS: NOT LESS THAN 200 mm (8").
 - WIDTH: NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS/EGRESS.
 - WASHING WHEN NECESSARY, VEHICLE WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE AND DRAINS INTO AN APPROVED TRAP OR SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
 - MAINTENANCE: THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND, AS WELL AS REPAIR AND CLEAN OUT OF ANY MEASURE DEVICES USED TO TRAP SEDIMENT. ALL SEDIMENTS THAT IS SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC ROADWAY MUST BE REMOVED IMMEDIATELY.
 - DRAINAGE: ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT	STABILIZED CONSTRUCTION ENTRANCE
RECORD COPY SIGNED BY PATRICK MURPHY 5/23/00 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
STANDARD NO. 641S-1	

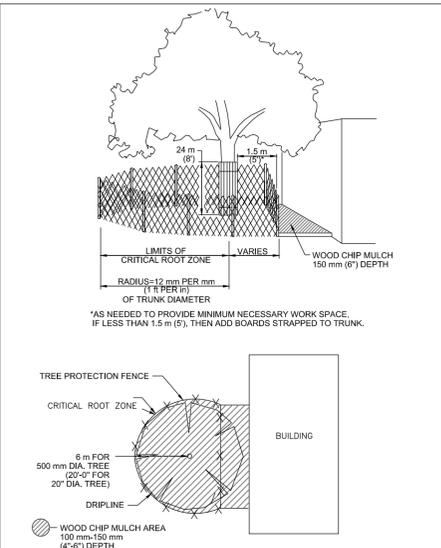


- STANDARD SYMBOL FOR TREE PROTECTION FENCE LOCATIONS**
- TPL —
- NOTES:
- CRITICAL ROOT ZONE (C.R.Z.) RADIUS = 12 mm PER mm (1 FT. PER INCH) OF TRUNK DIAMETER.
 - MINIMUM NECESSARY WORK AREA (WOOD CHIP MULCH 100 TO 150 mm (4" TO 6" DEPTH)).
 - ADD BOARDS STRAPPED TO TRUNK DUE TO CLOSENESS OF FENCE LESS THAN 1.5 m (5') FROM TRUNK.
 - TREES NEAR CONSTRUCTION ACTIVITY.

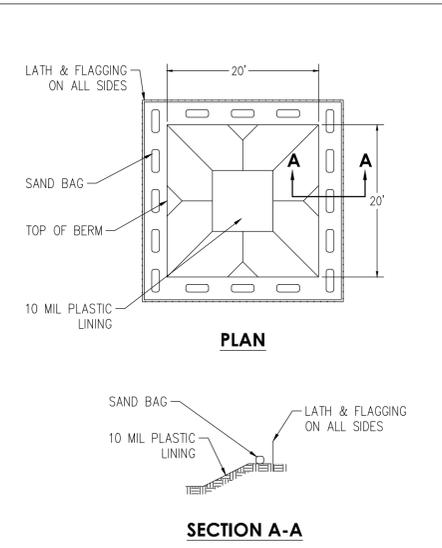
CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT	TREE PROTECTION FENCE LOCATIONS
RECORD COPY SIGNED BY PATRICK MURPHY 11/15/99 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
STANDARD NO. 610S-1	



CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT	TREE PROTECTION FENCE TYPE A - CHAIN LINK
RECORD COPY SIGNED BY PATRICK MURPHY 11/15/99 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
STANDARD NO. 610S-2	



CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT	TREE PROTECTION FENCE MODIFIED TYPE A - CHAIN LINK
RECORD COPY SIGNED BY PATRICK MURPHY 11/15/99 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
STANDARD NO. 610S-4	



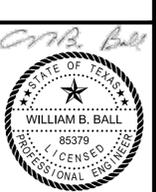
CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT	CONCRETE WASHOUT AREA
RECORD COPY SIGNED BY PATRICK MURPHY 11/15/99 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
STANDARD NO. 610S-4	

BURGESS & NIPILE INC.
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
PHONE: (512) 432-1000
PELS FRM REGISTRATION NO. 10834

CITY OF DRIPPING SPRINGS
EAST INTERCEPTOR SEGMENT 1
STANDARD DETAILS 1 OF 3

NO.	DESCRIPTION	DATE

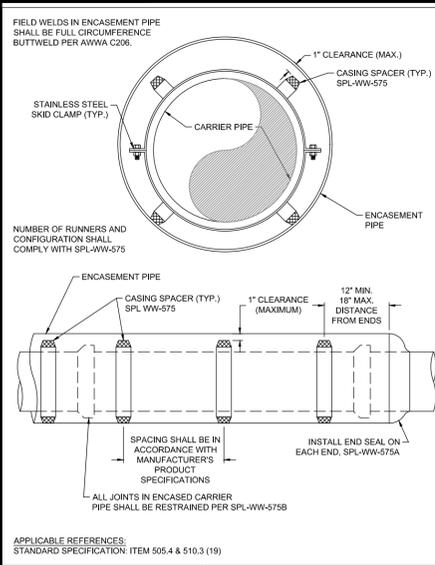
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DATE:	6/21/2024
DESIGNED BY:	JB, CC, DM
DRAWN BY:	JB, CC, DM
CHECKED BY:	WBB
APPROVED BY:	WBB



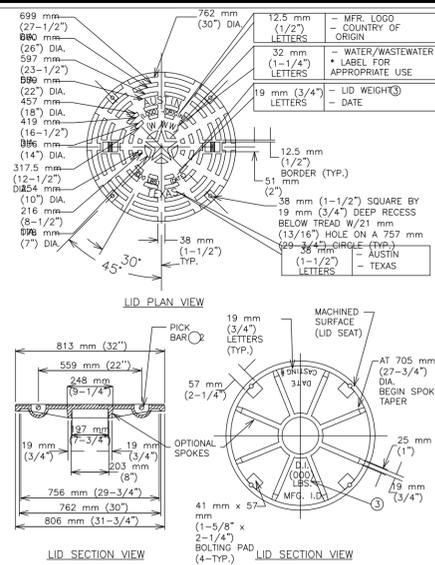
7/22/24

C-011

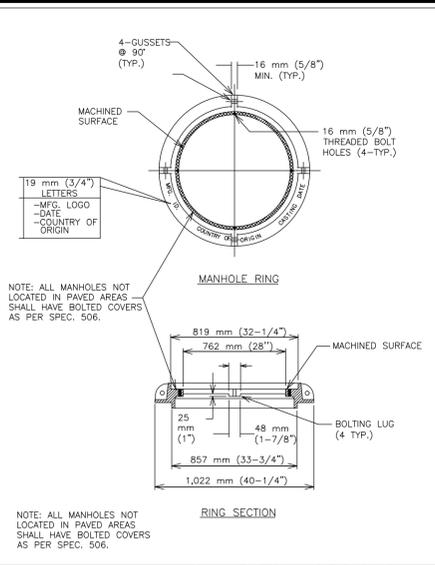
SHEET: 14 OF 16



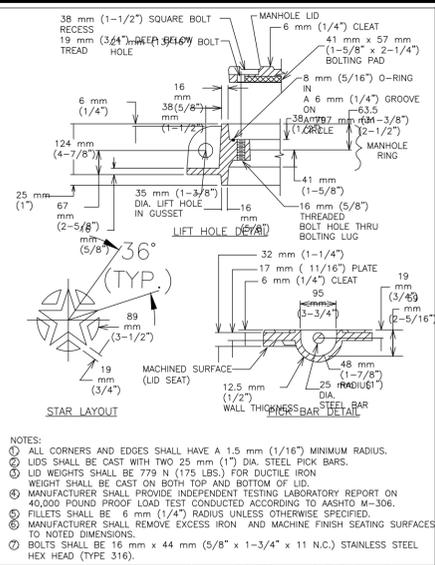
CITY OF AUSTIN AUSTIN WATER UTILITY	ENCASEMENT PIPE DETAIL WITH CASINGS SPACERS	STANDARD NO. 501-AW-01
RECORD COPY SIGNED BY JEFF A. KYLE	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 501-AW-01



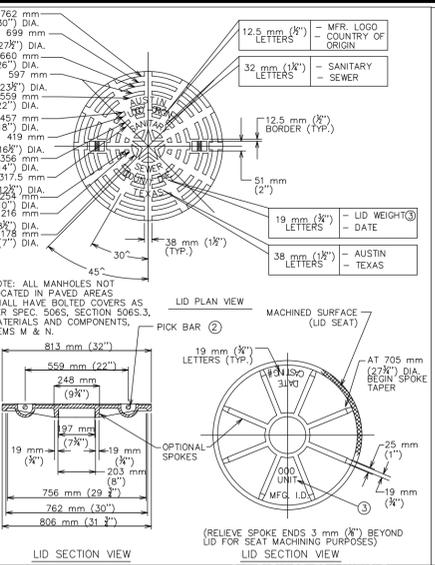
CITY OF AUSTIN AUSTIN WATER UTILITY	BOLTED MANHOLE RING AND 813 mm 32" COVER	STANDARD NO. 503S-5W
RECORD COPY SIGNED BY KATHI L. FLOWERS	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 503S-5W



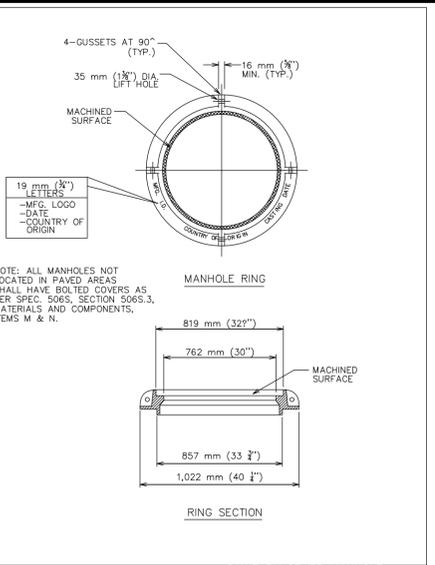
CITY OF AUSTIN AUSTIN WATER UTILITY	BOLTED MANHOLE RING AND 813 mm 32" COVER	STANDARD NO. 503S-5W
RECORD COPY SIGNED BY KATHI L. FLOWERS	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 503S-5W



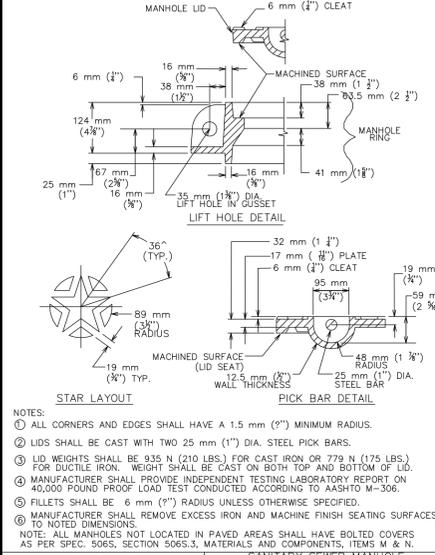
CITY OF AUSTIN AUSTIN WATER UTILITY	SANITARY SEWER MANHOLE RING AND 813 mm 32" COVER	STANDARD NO. 503S-4W
RECORD COPY SIGNED BY KATHI L. FLOWERS	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 503S-4W



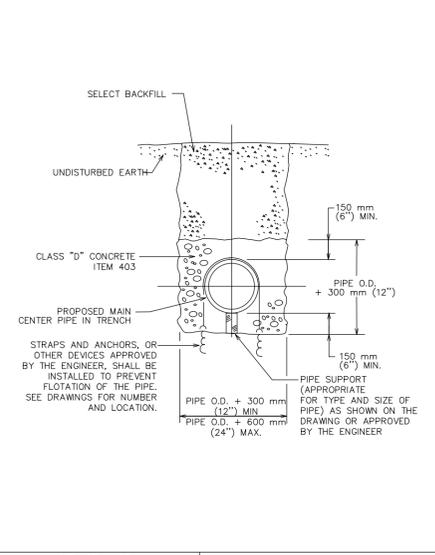
CITY OF AUSTIN AUSTIN WATER UTILITY	SANITARY SEWER MANHOLE RING AND 813 mm 32" COVER	STANDARD NO. 503S-4W
RECORD COPY SIGNED BY KATHI L. FLOWERS	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 503S-4W



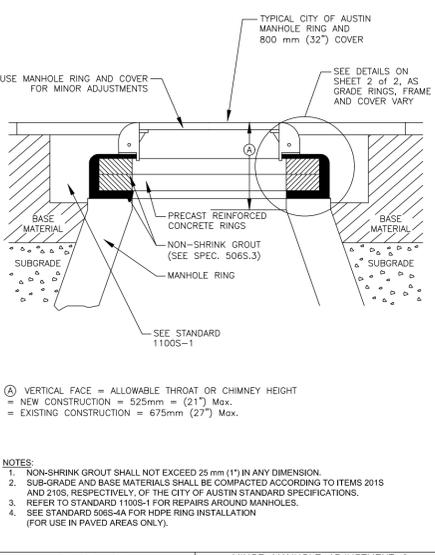
CITY OF AUSTIN AUSTIN WATER UTILITY	SANITARY SEWER MANHOLE RING AND 813 mm 32" COVER	STANDARD NO. 503S-4W
RECORD COPY SIGNED BY KATHI L. FLOWERS	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 503S-4W



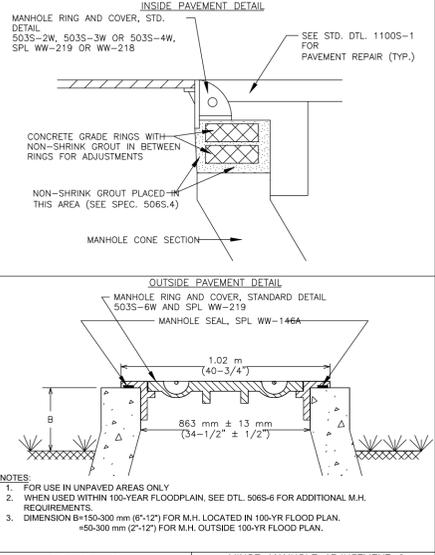
CITY OF AUSTIN AUSTIN WATER UTILITY	MANHOLE LID AND LIFT HOLE DETAIL	STANDARD NO. 503S-4W
RECORD COPY SIGNED BY KATHI L. FLOWERS	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 503S-4W



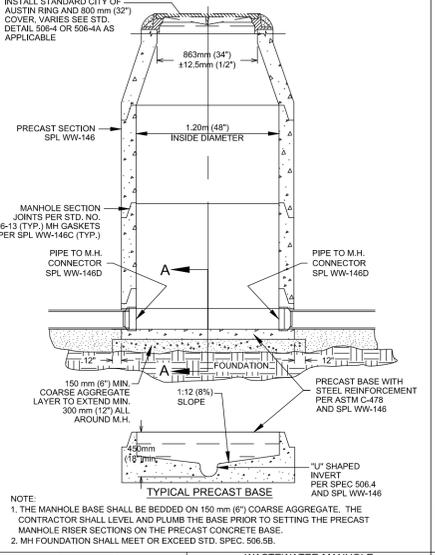
CITY OF AUSTIN AUSTIN WATER UTILITY	CONCRETE ENCASEMENT	STANDARD NO. 505S-1
RECORD COPY SIGNED BY LEON BARBA	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 505S-1



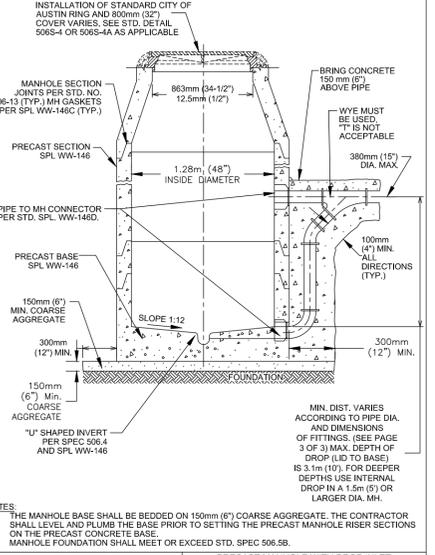
CITY OF AUSTIN AUSTIN WATER UTILITY	MINOR MANHOLE ADJUSTMENT & NEW MANHOLE CONSTRUCTION	STANDARD NO. 506S-4
RECORD COPY SIGNED BY KATHI L. FLOWERS	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 506S-4



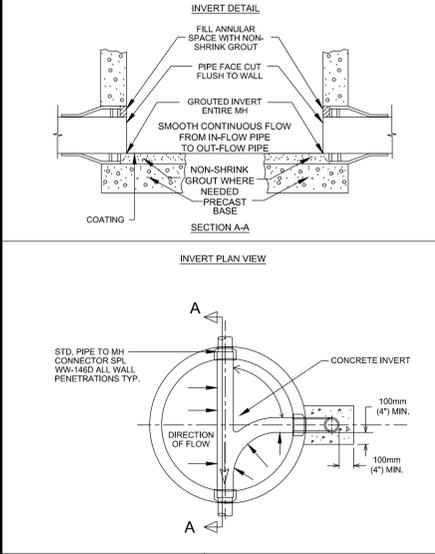
CITY OF AUSTIN AUSTIN WATER UTILITY	OUTSIDE PAVEMENT DETAIL	STANDARD NO. 506S-4
RECORD COPY SIGNED BY KATHI L. FLOWERS	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 506S-4



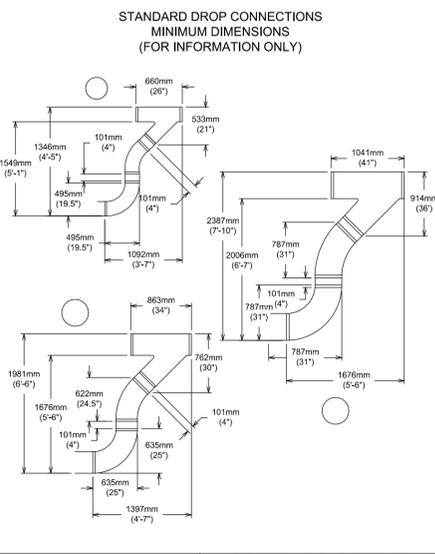
CITY OF AUSTIN AUSTIN WATER UTILITY	WASTEWATER MANHOLE ON PRECAST BASE	STANDARD NO. 506S-10
RECORD COPY SIGNED BY KATHI L. FLOWERS	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 506S-10



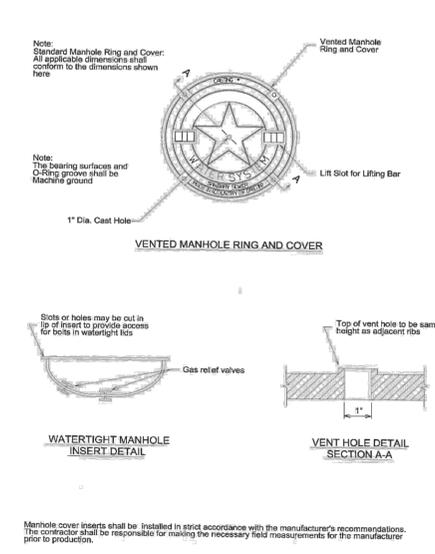
CITY OF AUSTIN AUSTIN WATER UTILITY	PRECAST MANHOLE WITH DROP INLET ON PRECAST BASE	STANDARD NO. 506S-8
RECORD COPY SIGNED BY KATHI L. FLOWERS	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 506S-8



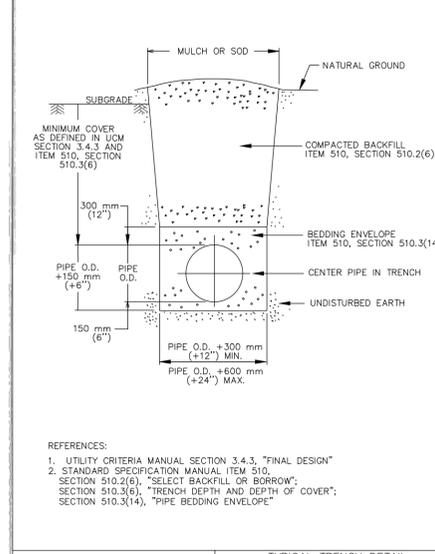
CITY OF AUSTIN AUSTIN WATER UTILITY	INVERT DETAIL	STANDARD NO. 506S-8
RECORD COPY SIGNED BY KATHI L. FLOWERS	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 506S-8



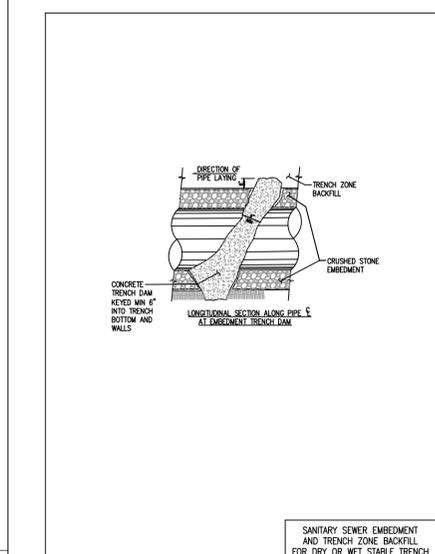
CITY OF AUSTIN AUSTIN WATER UTILITY	STANDARD DROP CONNECTIONS MINIMUM DIMENSIONS	STANDARD NO. 506S-8
RECORD COPY SIGNED BY KATHI L. FLOWERS	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 506S-8



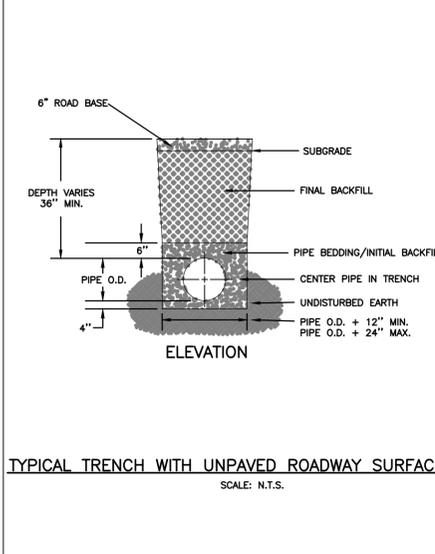
PROPERTY OF SAN ANTONIO WATER SYSTEM SAN ANTONIO, TEXAS	VENTED MANHOLE RING AND COVER DETAIL	APPROVED JANUARY 2008 REVISED AUG 2019
RECORD COPY SIGNED BY BY BILL GARDNER	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 510S-5



CITY OF AUSTIN AUSTIN WATER UTILITY	TYPICAL TRENCH DETAIL WITH UNFINISHED SURFACE	STANDARD NO. 510S-5
RECORD COPY SIGNED BY BY BILL GARDNER	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 510S-5



CITY OF AUSTIN AUSTIN WATER UTILITY	SANITARY SEWER EMBEDMENT AND TRENCH ZONE BACKFILL FOR DRY OR WET STABLE TRENCH	STANDARD NO. 510S-5
RECORD COPY SIGNED BY BY BILL GARDNER	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 510S-5



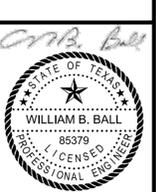
CITY OF AUSTIN AUSTIN WATER UTILITY	TYPICAL TRENCH WITH UNPAVED ROADWAY SURFACE	STANDARD NO. 510S-5
RECORD COPY SIGNED BY BY BILL GARDNER	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 510S-5

BURGESS & NIPILE INC.
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
PHONE: (512) 432-1000
PELS FIRM REGISTRATION NO. 10834

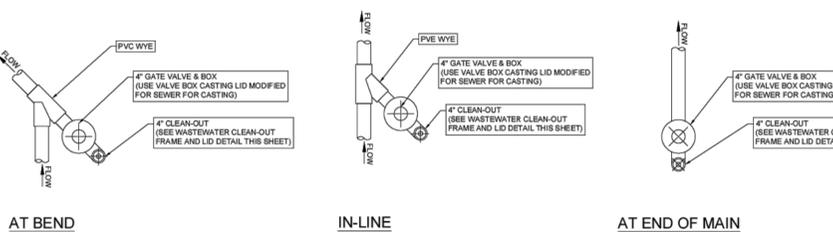
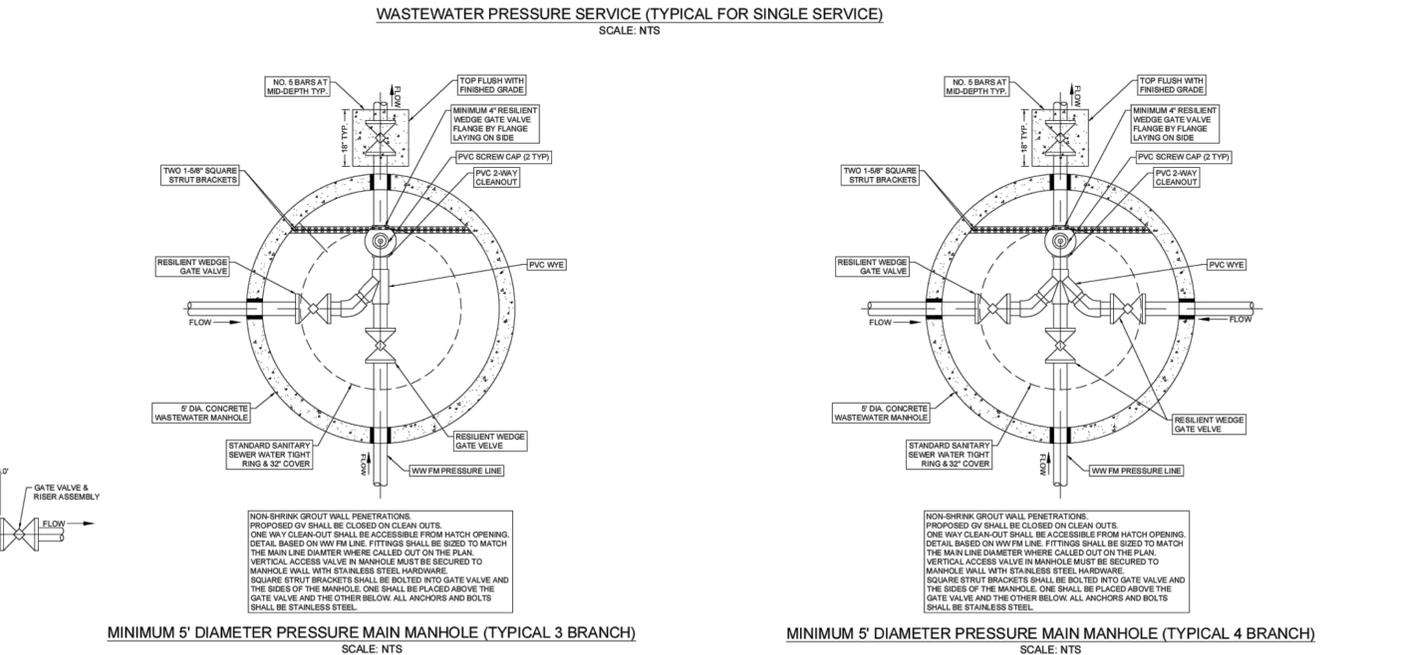
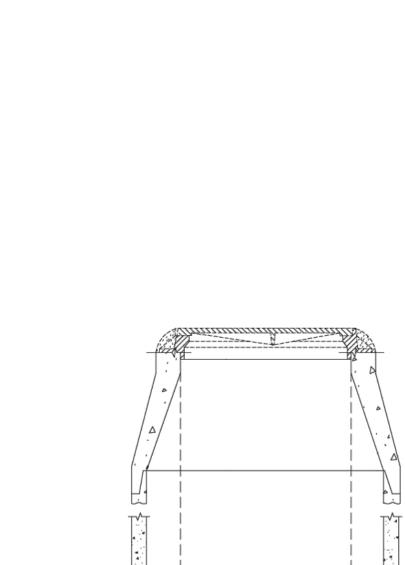
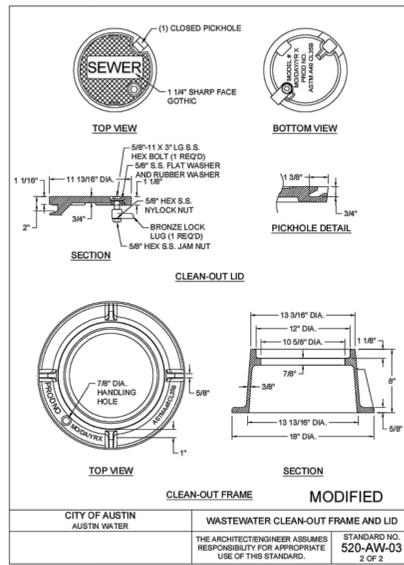
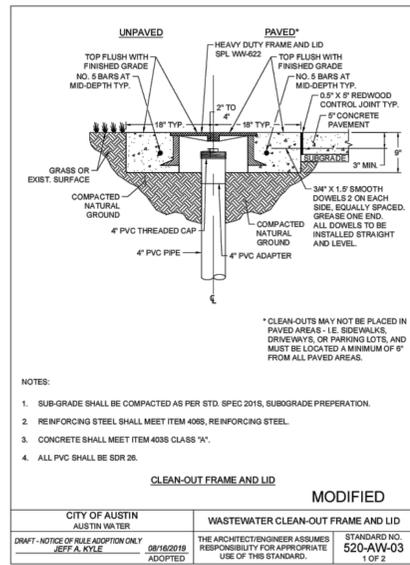
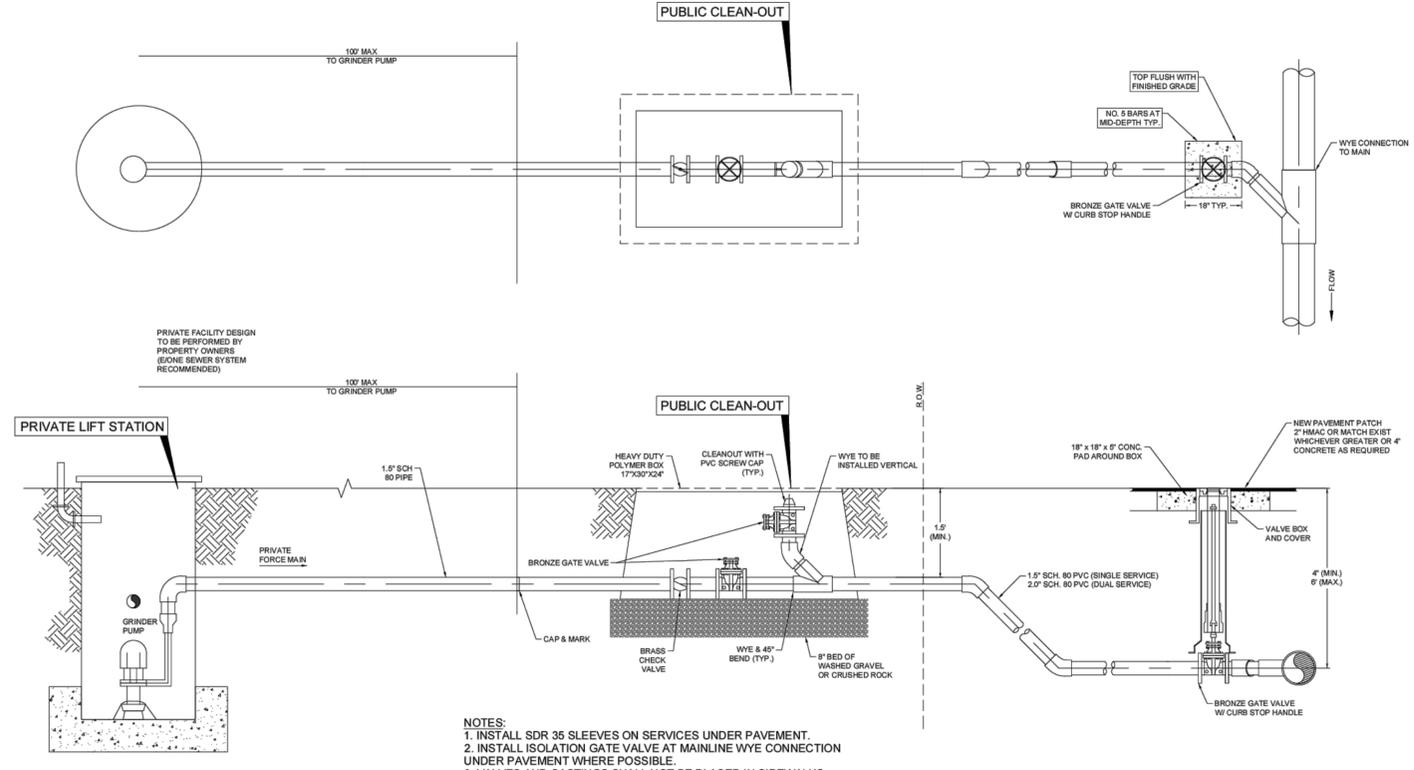
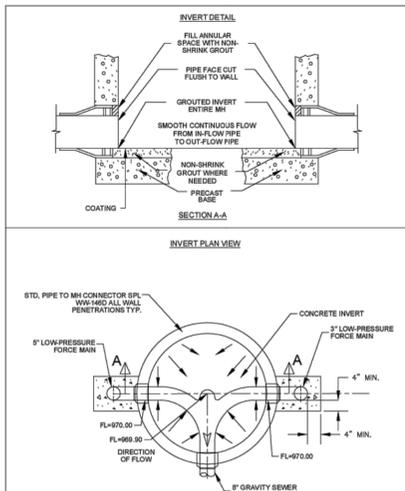
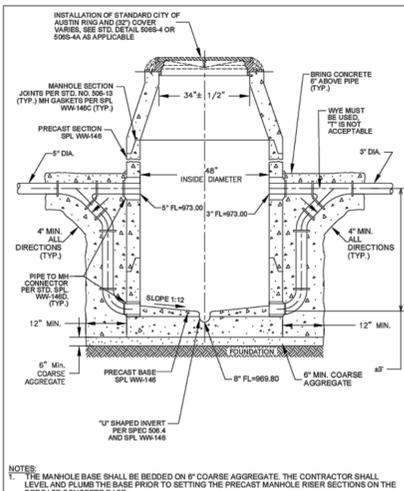
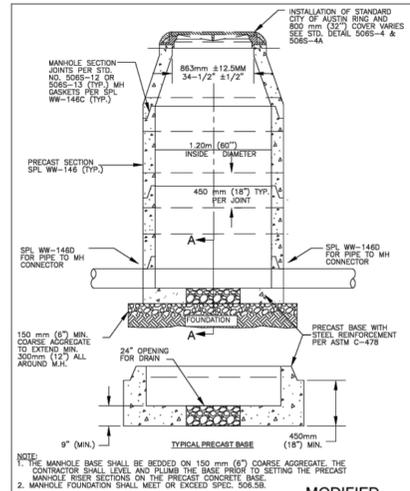
CITY OF DRIPPING SPRINGS
EAST INTERCEPTOR SEGMENT 1
STANDARD DETAILS 2 OF 3

NO.	DESCRIPTION	DATE	REVISIONS

JOB NO: 1951-001
DATE: 6/21/2024
DESIGNED BY: JB, CC, DM
DRAWN BY: JB, CC, DM
CHECKED BY: WBB
APPROVED BY: WBB



7/22/24
C-012



1-WAY CLEAN OUT (TYPICAL)
SCALE: NTS

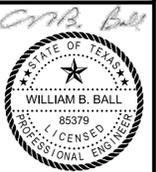
**CITY OF DRIPPING SPRINGS
LOW PRESSURE
WASTEWATER DETAILS
JUNE 2024**

BURGESS & NIPILE INC.
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737
PHONE: (512) 432-1000
PELS FRM REGISTRATION NO. 10834

CITY OF DRIPPING SPRINGS
EAST INTERCEPTOR SEGMENT 1
STANDARD DETAILS 3 OF 3

NO.	DESCRIPTION	DATE	REVISIONS

JOB NO: 1951-001
DATE: 6/21/2024
DESIGNED BY: JB, CC, DM
DRAWN BY: JB, CC, DM
CHECKED BY: WBB
APPROVED BY: WBB



7/22/24
C-013
SHEET: 16 OF 16

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2023-04

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS, ESTABLISHING PRIORITIES FOR THE 88TH LEGISLATIVE SESSION IN TEXAS, AND AUTHORIZING REPRESENTATION OF THE MUNICIPALITY IN ADVOCATING CERTAIN POSITIONS.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) finds it to be in the public interest, and necessary for the public health, safety and welfare, that the city take positions on certain issues that may or have come before the 88th Texas Legislature in the Spring of 2023; and

WHEREAS, the City Council finds legislative involvement to be a legitimate exercise of its elected duties as the governing body serving those who live, work, visit, and own property in the city limits and the extraterritorial jurisdiction; and

WHEREAS, the City Council understands that members of the Texas Senate and the Texas House of Representatives benefit from learning of the analysis performed and positions taken by locally-elected public officials; and

WHEREAS, the City Council has identified the following items as being worthy of voicing a position on behalf of the people of Dripping Springs; and

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

A. Support-

1. **Local Control:** The City Council hereby supports legislation that upholds the principle of local government and reinforces the lawful statutory authority of the elected leaders of Dripping Springs to respect the priorities of their citizenry and respond to local challenges and opportunities.
2. **Funding:** The City Council supports legislation that assists the City with additional tools for funding for transportation, parks, and other essential services.
3. **Infrastructure:** The City Council supports legislation that assists the City with the acquisition of property, permitting, and construction of infrastructure to serve development within the city limits and extraterritorial jurisdiction of the City.
4. **Land Use:** The City Council supports legislation that would make beneficial amendments to allow greater authority for regulation of exterior design and building materials, and to allow greater flexibility and predictability in processing plat and site plan applications, and to assist the City adequately prepare for its future planning needs.
5. **Lighting:** The City Council hereby supports legislation that would expand the City’s authority to regulate lighting and Dark Sky requirements.
6. **Property Tax:** The City Council supports legislation that would increase transparency in the ad valorem (property) tax and budget adoption by coordinating state, county, and

city timelines for review, notice, and approval of ad valorem tax. City Council supports legislation that would increase the accuracy of appraisals of all types of property.

7. **Sales Tax:** The City Council hereby supports legislation that would make beneficial amendments to district or other taxing district sales tax and areas to authorize cities to replace some or all sales taxes in an area with city sales taxes, provided a district or other taxing jurisdiction's existing sales tax debt is proportionately and reasonably provided for in some manner.
8. **Signs:** The City Council hereby supports legislation that would affirm State and City authority over off-premise and other commercial signs. The City Council supports legislation that supports Scenic Highways in the Hill Country.
9. **Transportation:** The City Council supports legislation that would provide direction and funding for future projects within the City Limits and Extraterritorial Jurisdiction of the City of Dripping Springs. The City Council also supports any effort that increases communications with the Texas Department of Transportation and other regional partners related to projects within the City Limits and Extraterritorial Jurisdiction of the City of Dripping Springs.

B. Opposition –

1. **Local Control:** The City Council hereby opposes legislation that erodes local control or weakens the ability of locally-elected leaders to respond to challenges or opportunities unique to the Dripping Springs community or Texas Hill Country region.
2. **Appraisal & Revenue Caps:** The City Council hereby opposes legislation that expands appraisal caps or imposes revenue caps on *ad valorem* (property) taxes.
3. **Elections:** The City Council opposes legislation that would require partisan elections for elected officers or otherwise limit municipal elections.
4. **ETJ:** The City Council hereby opposes legislation that lessens municipal authority to regulate in the extraterritorial jurisdiction (ETJ) or removes or abolishes the area of the City's ETJ.
5. **Impervious Cover:** The City Council hereby opposes legislation that limits the authority of municipalities to provide for water quality protection and pollution prevention by regulating impervious cover, lot sizes, drainage infrastructure, and other aspects of development that impact stormwater controls and watersheds.
6. **Infrastructure:** The City Council opposes legislation that would erode municipal authority related to the provision of utility, parks, street, or other infrastructure.
7. **Land Use:** The City Council hereby opposes legislation that lessens municipal authority to reasonably regulate land use, including short-term rentals. The City Council opposes legislation that limits the authority or the amount of time the City has to adequately review site plans and plats. The City Council opposes legislation that lessens the City's authority to engage in voluntary annexation.
8. **Lighting:** The City Council hereby opposes legislation that lessens municipal authority to regulate lighting, including Dark Sky requirements, or preempts municipal lighting regulations.
9. **Municipal Courts:** The City Council hereby opposes legislation that curtails the authority of a municipal court to enforce its judgments.
10. **Signs:** The City Council hereby opposes legislation that lessens municipal authority to

regulate signs or preempts municipal sign regulations.

- 11. **Trees:** The City Council hereby opposes legislation that restricts the ability of municipalities to preserve their scenic landscapes and protect trees.
- 12. **Vesting:** The City Council hereby opposes legislation that amends Texas Local Government Code Chapter 245 to restrict the application of current municipal regulations, thus expanding entitlements under which stagnant or dormant land development projects can build or operate under old or outdated regulations.

C. Administration-

- 1. **Legislators:** The City Council directs City staff to provide a copy of this Resolution to the State Senator for District 25, and the State Representatives for District 45 and District 73.
- 2. **Texas Municipal League:** The City Council directs City staff to provide a copy of this Resolution to the Texas Municipal League.
- 3. **Hays County:** The City Council directs City staff to provide a copy of this Resolution to the Hays County Commissioners Court.
- 4. **Advocacy:** City officials are hereby authorized to advocate and otherwise convey positions expressed herein in accordance with the city's Legislative Policy.
- 5. **Open Meetings:** The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED & APPROVED this, the 3rd day of January 2023, by a vote of 4 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:



Bill Foulds, Jr.

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham
Andrea Cunningham, City Secretary



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: August 20, 2024

Agenda Item Wording: **Discuss and consider approval of the appointment of Jeff Shindler as Interim Chair of the Founders Day Commission. Sponsor: Mayor Bill Foulds, Jr.**

Agenda Item Requestor: Michelle Fischer, City Administrator

Summary/Background: Brenda Medcalf, the Founders Day Commission Chair, recently passed away. Brenda was appointed by the City Council to the commission on July 12, 2005, appointed as Co-Chair on July 10, 2007, and appointed as the only Chair on June 10, 2014. She was a wonderful chair of the commission and will be dearly missed.

The commission currently has no chair or vice chair. A commission meeting is scheduled for September 9th and there are many new members of the commission. It would be helpful to have a chair as soon as possible to work on the meeting agendas with staff and conduct the meetings.

Pursuant to the Code of Ordinances, the City Council shall annually appoint a commissioner to serve as Chairperson. The commission may provide a recommendation to City Council regarding the appointment of a chairperson. The City Council may appoint co-chairpersons if it deems it appropriate. The commission appoints the vice chair.

The Chair has the following duties: conducts meetings, acts as liaison to the City Council, and presents a yearly wrap-up report to the City Council.

Based on previous discussion, City Staff expected Jeff to be appointed by the commission as vice chair at the next meeting. City Staff recommends appointing Jeff Schindler as Interim Chair to the commission. Jeff is willing to serve as Interim Chair.

The commission will consider a recommendation to City Council on the appointment of a chair at their September 9th meeting. City Council may appoint the recommended person, appoint a different person, or appoint co-chairs.

Jeff was appointed in January of 2020 as a Cook Off Club representative to fill an expired seat. His attached application to serve on the Commission says he was active in the Founders Day Festival Cook Off for over 15 years at the time. In August 2020 he was reappointed to the commission as a Cook Off Club representative and reappointed again in 2022. In May 2024 Jeff was appointed to an At Large position. In 2021 and 2022 Jeff served on the Site Plan Committee. In 2023 and 2024 he served on the Sanitation Committee and Site Plan Committee.

**Committee Chair
Recommendations:**

N/A at this time.

**Recommended
Council Actions:**

Staff recommends approval of the appointment of Jeff Shindler as Interim Chair.

Next Steps/Schedule:

1. Update roster and website
2. Email Commission regarding the Interim Chair appointment.
3. Commission to consider a recommendation on the appointment of a Chair at the Sept. 9th meeting.

- CODE OF ORDINANCES
Chapter 2 - ADMINISTRATION AND PERSONNEL
ARTICLE 2.04. - BOARDS, COMMISSIONS AND COMMITTEES
DIVISION 4. FOUNDERS DAY COMMISSION

DIVISION 4. FOUNDERS DAY COMMISSION

Sec. 2.04.091. Creation.

There is hereby created the City of Dripping Springs Founders Day Commission.

Sec. 2.04.092. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commission : The City of Dripping Springs Founders Day Commission.

District : The Drippings Springs Independent School District.

ETJ : The extraterritorial jurisdiction of the City of Dripping Springs, Texas.

Sec. 2.04.093. Members.

- (a) The commission shall be composed of 14 members, including a chairperson, who are known to be interested in the annual Founders Day celebration and who have contributed to its success in previous years. The members shall include members of the organizations and at-large members. The Lions Club shall include three members as representatives of the carnival and the food vendors; the Dripping Springs Cook-Off Club shall include three members as representatives of the cooks participating in the cook-offs; and the St. Martin de Porres Church shall include three members as representatives of the arts and crafts vendors. The city council shall appoint five members to serve as at-large members for a two-year term. The commission shall inform the city council in writing whenever a vacancy exists in an at-large or organization member position.
- (b) At the time new appointments for members who are organization representatives are needed, the city council or commission shall request nominations from the organizations. Upon request, the Lions Club; the Cook-Off Club; and St. Martin de Porres Church shall provide nominee applications from each of their respective organizations to the commission to serve as commissioners. Each nominee application shall be reviewed by the commission. The commission shall make recommendations for each nominee to the city council. The city council shall select members from each organization's nominees to serve two-year terms after review of the commission's recommendations but can reject any or all applications. The city council can request additional nominee applications from the organizations if all vacancies are not filled by the organization's nominations.
- (c) At the time new appointments for at-large members are needed, the city council shall request nominations from the members of the commission and the public for each vacancy. The city secretary shall post on the city website any time a vacancy occurs and shall forward any applications to the commission. The commission may also seek nominee applications and shall review each application for commission membership from applications received by the commission and applications received by the city secretary. The commission shall forward all applications received with recommendations for each at-large nominee to city council. The city council shall select members from the at-large nominations to serve two-year terms after review of the commission's recommendations but can reject any or all recommendations or

applications. The city council can request additional nominee applications from the commission and the public if all vacancies are not filled by the filed applications. Such nominations shall take into consideration all known parties interested in or participating in the Founders Day celebration at the time such nominations are made.

- (d) The city council shall annually appoint a commissioner, to serve as chairperson. The commission may provide a recommendation to city council regarding the appointment of chairperson. The city council may appoint co-chairpersons if it deems it appropriate. The commissioners shall annually appoint a vice-chairperson and a secretary.
 - (1) The secretary has the following duty: Recording of minutes.
 - (2) The vice chairperson has the following duties: Coordinating of subcommittee chairs; reports and serves the chairperson; substitutes for the chairperson in the event of their absence.
 - (3) The chairperson has the following duties: Conducts meetings; acts as liaison to the city council; presents yearly wrap-up report to the city council.
- (e) The commissioners shall serve staggered terms with the term of seven (7) members to expire on July 1st of each odd-numbered year, the term of seven (7) members to expire on July 1st of each even-numbered year, and the term of the chairperson to expire on July 1st of each year.
- (f) The commission shall recommend criteria for its members that shall be followed by its members and used to evaluate removal of its members. The commission's recommended criteria shall be sent to the city council for review. The city council shall review the commission's criteria recommendation and the city council shall approve criteria for the commission's members. The criteria approved by the city council shall be filed with the city secretary and provided to each member, nominee, and organization upon request.
- (g) Members of the commission may be removed from office by the city council at any time by a simple majority vote of the city council, either:
 - (1) Upon its own motion; or
 - (2) Upon recommendation of the Founders Day Commission chairperson and one other Founders Day Commission member.
- (h) Members of the commission may be removed from office by a vote of a simple majority of the total members of the commission if the commission finds that the member is not compliant with the criteria for its members as adopted as described above. If a member is removed by the commission, the commission shall notify the city council of the removal and provide city council with a written statement with the reasoning for removal within ten days of the vote of removal. The removed member may appeal the removal to city council in writing within ten days of removal. The city council shall review the appeal within 30 days at a city council meeting. The city council shall consider the approved criteria, the written statement of the commission, and any information provided by the removed member. The city council shall provide notice of the appeal to the chairperson of the commission. The city council's decision on removal is final. Vacancies created shall be filled as provided by this chapter.

Sec. 2.04.094. Organization and meetings.

- (a) The commission shall meet for organization immediately after appointment of its members and shall adopt such rules as it deems best to govern its actions subject to the general laws of this state, this division and other city ordinances.
- (b) A quorum shall consist of a simple majority of the members, including the chairperson. The chairperson shall have a vote only in the case of a tie vote by the commission members.

- (c) The meetings of the commission shall be held on a regular basis, but not less than once a month. Regardless of this requirement, the commission may vote to cancel or reschedule any meeting at an open meeting if deemed appropriate by the commission. Such meetings shall be open to the public as required by the laws of the state and comply with the Open Meetings Act as set forth in chapter 551 of the Texas Government Code, as amended.
- (d) Meetings may also be called by the chairperson, at the request of two or more of the commission's members, or at the request of the council.
- (e) Commission members unable to attend any meeting shall notify the chairperson as soon as possible, in order to assure a quorum will be present. Any member of the commission absent for three regular consecutive meetings or four regular meetings during the preceding twelve-month period of the commission, without having obtained leave of absence at a regular meeting, unless prevented by sickness, shall be deemed to have vacated his or her office.

Sec. 2.04.095. Functions and duties.

- (a) The commission shall act in an advisory capacity to the city council to plan, promote, arrange and organize Founders Day while complying with all applicable regulations.
- (b) It shall be the duty of the commission to make recommendations to the city council pertaining to:
 - (1) The maximum utilization of the city parks, streets, and rights-of-way to facilitate the safe and orderly operation of Founders Day;
 - (2) The proper and timely compliance with all applicable regulations, including but not limited to the regulations established by the state department of transportation, the county sheriff's department, and all city regulations;
 - (3) The coordination of Founders Day events with the District, the Dripping Springs Lions Club, city, and other local charitable entities;
 - (4) The establishment of a financial book and records which shall include a monthly report, an annual operating budget, and a year-end fiscal statement as of July 1st;
 - (5) The establishment of all fees and charges necessary to operate Founders Day;
 - (6) The preparation of all necessary applications for compliance with any necessary regulatory agencies, including but not limited to the state department of transportation, the county sheriff's department, and the city;
 - (7) The scheduling of events and entertainment associated with Founders Day; and
 - (8) The improvement and safe operation of the Founders Day celebration.
- (c) The commission shall at all times seek to promote the close cooperation between the city, the district, the state department of transportation, the county sheriff's department and all private citizens, institutions and agencies interested in the planning, promotion, arranging, and organization of Founders Day activities to the end that Founders Day may be coordinated to secure the greatest public welfare.

(Ordinance 2020-05, adopted 1/21/20)

Secs. 2.04.096—2.04.120. Reserved.

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2023-38

AN ORDINANCE OF THE CITY COUNCIL OF DRIPPING SPRINGS, AMENDING THE DRIPPING SPRINGS CODE OF ORDINANCES CHAPTER 2. – ADMINISTRATION AND PERSONNEL, ARTICLE 2.04. – BOARDS, COMMISSIONS, AND COMMITTEES, DIVISION 4. FOUNDERS DAY COMMISSION, SECTION 2.04.094(C) ORGANIZATION AND MEETINGS, ESTABLISHING A NEW MEETING FREQUENCY, AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; AMENDMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, Chapter 551 of the Texas Government Code (Open Government; Ethics; Open Meetings) provides that a municipality must make a good faith effort, whether on its website or by physical postings, to provide notice of meeting time to the general public at least 72 hours before the meeting; and

WHEREAS, the Founders Day Commission acts in an advisory capacity to the City Council to plan, promote, arrange, and organize the annual Dripping Springs Founders Day Event which takes place the last full weekend of April each year; and

WHEREAS, changing the meeting frequency of meetings will allow the Commission to better align planning activities for the Founders Day Event.

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

1. FINDINGS OF FACT

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

2. AMENDMENT

Section 2.04.094, Organization and Meetings, 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 is repealed; language that is underlined is added.

3. REPEALER

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

4. SEVERABILITY

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

5. CODIFICATION

The City Secretary is hereby directed to record 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

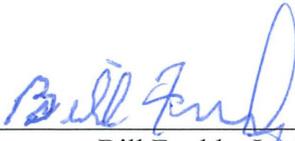
This Ordinance shall be effective immediately upon passage.

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 7th day of November 2023, by a vote of 4 (ayes) to 0 (nays) to 0 (abstentions/recusals) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:



Bill Foulds, Jr., Mayor

ATTEST:



Andrea Cunningham, City Secretary



Attachment "A"

CODE OF ORDINANCES
CHAPTER 2. – ADMINISTRATION AND PERSONNEL
ARTICLE 2.04. – BOARDS, COMMISSIONS, AND COMMITTEES
DIVISION 4. - FOUNDERS DAY COMMISSION

Sec. 2.04.091. Creation.

There is hereby created the City of Dripping Springs Founders Day Commission.

* * *

Sec. 2.04.094. Organization and meetings.

- (a) The commission shall meet for organization immediately after appointment of its members and shall adopt such rules as it deems best to govern its actions subject to the general laws of this state, this division and other city ordinances.
- (b) A quorum shall consist of a simple majority of the members, including the chairperson. The chairperson shall have a vote only in the case of a tie vote by the commission members. **If no quorum exists, the chairperson may cancel the meeting.**
- (c) ~~The meetings of the commission shall be held on a regular basis, but not less than once a month. Regardless of this requirement, the commission may vote to cancel or reschedule any meeting at an open meeting if deemed appropriate by the commission. Such meetings shall be open to the public as required by the laws of the state and comply with the Open Meetings Act as set forth in chapter 551 of the Texas Government Code, as amended.~~

Meetings of the commission shall be held as follows and may be rescheduled or cancelled by vote of the Commission:

- (1) **January – May: Second and Fourth Monday of each month; and**
- (2) **October – December: Second Monday of each month.**
- (d) Meetings may also be called by the chairperson, at the request of two or more of the commission's members, or at the request of the council.
- (e) Commission members unable to attend any meeting shall notify the chairperson as soon as possible, in order to assure a quorum will be present. Any member of the commission absent for three regular consecutive meetings or four regular meetings during the preceding twelve-month period of the commission, without having obtained leave of absence at a regular meeting, unless prevented by sickness, shall be deemed to have vacated his or her office.
- (f) **Meetings shall be open to the public as required by the laws of the state and comply with the Open Meetings Act as set forth in chapter 551 of the Texas Government Code, as amended. The commission may vote to cancel or reschedule any meeting at an open meeting if deemed appropriate by the commission.**

ADMINISTRATIVE APPROVAL PROJECTS				
Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2021-0005 Dripping Springs WWTP Expansion	CL	23127 FM 150 W	Expansion of the Wastewater treatment plant	HOLD
SD2021-0021 RR 12 Commercial Kitchen	CL	28707 RR 12	Commercial kitchen that will support a catering business, no on-site dining is proposed	Approved w/ Conditions
SD2021-0013 Dreamland	ETJ			Waiting for Resubmittal
SD2021-0033 Bell Springs Business Park, Sec 1&2 Rev	ETJ	4955 Bell Springs	A revision for minor adjustments on site layouts, rainwater, and overall drainage & water quality	Approved w/ Conditions
SD2022-0001 Julep Commercial Park	ETJ	Northeast corner of W US 290 and Trautwein Rd	11.27 acre site of mixed-use commercial buildings with supporting driveways, water quality and detention pond, rainwater harvesting, and other utilities	Waiting for Resubmittal
SD2022-0010 Wenty's Wine Bar	ETJ	5307 Bell Springs Rd	Wine bar and associated improvements	Waiting for Resubmittal
SD2022-0013 DS Flex Business Park	CL	28513 RR 12	Construction of two shell buildings with accompanying site improvements	Waiting for Resubmittal
SD2022-0011 Skybridge Academy	CL	519 Old Fitzhugh Road	Remodel/repurpose of existing historic structures, add new construction to tie together the house and garage with additional parking and revised driveway	Approved w/ Conditions
SD2022-0014 Bell Springs Site Plan (Travis Flake)	ETJ	5307 Bell Springs Rd	Office and Warehouse with drives, parking, waterline connection, and pond	Approved w/ Conditions
SD2022-0018 Office 49	ETJ	241 Frog Pond Lane	The construction of eleven office buildings of varying sizes along with the related paving, grading, drainage, and utility improvements.	Waiting for Resubmittal
SD2022-0019 Double L Ranch, Phase 1	ETJ	RR 12	Construction of water, wastewater, drainage and paving improvements for 244 single family lots.	Waiting for Resubmittal
SD2022-0020 Merigian Studios	ETJ	105 Daisy Lane	Art studio with driveway, parking, and external structures	Approved w/ Conditions
SD2022-0024 4400 US 290 SP	ETJ	4400 US 290	7 Commercial Buildings in the ETJ	Waiting for Resubmittal
SD2022-0025 Hardy Drive	ETJ	2901 US 290	Construction of a road for the Hardy and Bunker Ranch development to meet fire code	Approved w/ Conditions
SD2023-0004 Austin Ridge Bible Church Revision	ETJ	31330 Ranch Road 12	Removal of the existing old house, the addition of 3 portable buildings and pavilion; additional parking.	Waiting for Resubmittal
SD2023-0007 Phase 4A Drip Irrigation System Improvements	ETJ	2581 E Hwy 290	The project is Phase 4A of the drip disposal fields and consists of 14.76 acres of drip irrigation fields only.	Approved w/ Conditions
SD2023-0008 102 Rose Drive	CL	102 Rose Dr	Construction of two additional duplexes w/ accompanying site improvements	Waiting for Resubmittal
SD2023-0009 Paloma	CL	235 Sports Park Rd	Adding improvements to the site	Waiting for Resubmittal
SD2023-0010 Creek Road Horse Farms	CL/ETJ	1225 Creek Rd	Horse training facility with covered riding arena, barn, storage building and open-air riding.	Waiting for Resubmittal
SD2023-0011 Amazing Explorers Academy	ETJ	Ledgestone	Daycare facility, including driveways, parking areas; and water, wastewater, and stormwater facilities.	Waiting for Resubmittal
SD2023-0012 Ariza 290 West	ETJ	13900 W US Highway 290	Multifamily residential.	Waiting for Resubmittal
SD2023-0013 10 Federal	ETJ	3975 US 290	Enclosed storage facility	Approved w/ Conditions
SD2023-0014 BR Dripping Springs	CL	27010 RR 12	3 commercial buildings with parking, stormwater and water quality.	Waiting for Resubmittal
SD2023-0016 Ledgestone Daycare	ETJ	12400 US Hwy 290	Daycare building with parking and drives in Ledgestone Commercial Development	Approved w/ Conditions
SD2023-0017 OroBianco Mobile Food Unit - Driveways	CL	27713 RR 12	Driveway for gelato food truck.	Waiting for Resubmittal
SD2023-0018 Sunset Canyon Storage Facility	ETJ	950 S. Sunset Canyon Drive	Proposed storage facility with associated parking and drive.	Waiting for Resubmittal
SD2023-0019 3980 US 290 Warehouse	ETJ	3980 US 290	Construction of 4 - 5k sq ft Warehouse/office buildings	Waiting for Resubmittal
SD2023-0020 Graveyard Cellars	ETJ	24101 RR 12	2800 sq ft building and parking	Approved w/ Conditions
SD2024-001 Roxie's at Dripping Springs	CL	299 W. Mercer Street	Renovating and expanding site	Waiting for Resubmittal
SD2024-002 QuickTrip #4133	CL	HWY 290 and Sawyer Ranch Rd	Convenience store with fuel sales	Waiting for Resubmittal
SD2024-003 Julep Commercial Park West	ETJ	14131 Trautwein Rd	2.95 acres site of mixed use commercial buildings with driveway, water quality and detention pond.	Waiting for Resubmittal
SD2024-004 Glass Business Park, Phase 2	ETJ	2560 W Hwy 290	Construction of 6 additional warehouse buildings with associated site improvements	Waiting for Resubmittal
SD2024-005 Dripping Springs ES #6	ETJ	Mira Vista	55,000 sq ft new elementary school in Headwaters	Approved w/ Conditions
SD2024-007 New Growth at Roger Hanks	CL	US 290 at Roger Hanks Pkwy	Mix land use and 240 residential units with parkland and roadway connections.	Waiting for Resubmittal
SD2024-008 AutoZone 5807 Dripping Springs	CL	US Hwy 290	Retail parts store.	Waiting for Resubmittal
SD2024-010 Austin Ridge Bible Church	ETJ	3100 E Hwy 290	Church campus, with worship center, driveways, parking, detention, and park area.	Waiting for Resubmittal
SD2024-011 Patriot Erectors CZP	ETJ	3023 West Hwy 290	Detention pond.	Waiting for Resubmittal
SD2024-012 5285 Bell Springs Rd	ETJ	5285 Bell Springs Rd	Private religious educational facility and associated improvements.	Waiting for Resubmittal
SD2024-013 Cowboy Church of the Hill Country	ETJ	207 Darden Hill Road	Construction of a church building and accompanying site improvements.	Waiting for Resubmittal
SD2024-014 Pear Tree Commercial	ETJ	27322 RR 12	Existing commercial space. Pave the parking area and provide water quality treatment of that area.	Waiting for Resubmittal
SD2024-015 JWLP Parking Addition	CL	249 Sportplex Dr	Parking lot adjacent to existing commercial site.	Waiting for Resubmittal
SD2024-016 UG Storage	ETJ	31301 RR 12	Open air rv and boat storage.	Waiting for Resubmittal

<i>Ongoing Projects</i>	
Comprehensive Plan	Public Workshop September 25
Cannon Mixed-Use	Awaiting Resubmittal
PDD2023-0001 Madelynn Estates	Dormant
PDD2023-0002 Southern Land	Under Review
PDD2023-0003 ATX RR12 Apartments	Under Review

Subdivision Project Name	City Limits / ETJ	Location	Description	Status
SUB2022-0009 Driftwood Subdivision Phase 3 Preliminary Plat	ETJ	17901 FM 1826	Preliminary Plat for 14 lots: 12 Residential, 1 Commercial, 1 Industrial	Approved with conditions
SUB2021-0011 Double L Phase 1 Prelim Plat	ETJ	1.5 miles N of US 290 & RR 12	PP for 243 residential units and 1 amenity center	Approval with Conditions
SUB2022-0033 The Ranch at Caliterra	ETJ	Premier Park Loop	Preliminary plat of the Carter tract with 243 lots	Approved with conditions
SUB2022-0036 Driftwood Creek FM 150 12 Treated Effluent and 10 Raw Wastewater Forcemains Ph I and II	ETJ	FM 150	12 inch treated effluent line and 10 inch wastewater forcemains to connect with Dripping Springs WWTP	Approved with conditions
SUB2022-0043 Howard Ranch Sec 4 Lots 62 & 63 AP	ETJ	590 Cypress Creek Dr	An amending plat to remove a site parking area from the single family lot. This request is by the property owner.	Waiting for Resubmittal
SUB2022-0047 Ariza West 290	ETJ	13900 W US Highway 290	The Final Plat for an apartment complex	Approved
SUB2022-0048 Wild Ridge Phase 1 CP	CL	E US 290	Construction plans for phase 1 of Wild Ridge	Waiting for Resubmittal
SUB2022-0049 Serenity Hills	ETJ	1111 Hays Country Acres Rd	50 Lot subdivision in Dripping Springs ETJ	Approval with conditions
SUB2023-0001 Village Grove Phase 2B CP	CL	Sports Park Rd	Residential townhome infrastructure improvements. Construction of 16 Townhome lots and roadways.	Waiting for Resubmittal
SUB2023-0003 The Ranch at Caliterra CP	ETJ	Soaring Hill Rd at HC Carter Way	Construction Plans for the Carter tract.	Waiting for Resubmittal
SUB2023-0006 Wild Ridge Phase 1 FP	CL	E US 290	Approximately 62.1 acres to include 136 residential lots, roadways, and a commercial lot	Approved with conditions
SUB2023-0008 Silver Creek Subdivision Construction Plans	ETJ	Silver Creek Rd	29 Single family residential lots with access, paving, OSSF, water supply well, and open space	Approval with conditions
SUB2023-0016 520 Matzig Replat	ETJ	520 Matzig Cove	Modify drainage easement.	Approved
SUB2023-0018 Cannon Ranch Phase 2 Final Plat	CL	Rushmore Drive at Lone Peak Way	Subdivide into 100 lots.	Approval with conditions
SUB2023-0021 Driftwood Golf and Ranch Club Phase Four Subdivision CP	ETJ	Driftwood Ranch Drive	Paving, drainage, water, wastewater subdivision constructions plans.	Approved with conditions
SUB2023-0028 Arrowhead Commercial Final Plat	CL	US Hwy 290 W	Subdividing 6.6 acres as 1 lot.	Waiting for Resubmittal
SUB2023-0034 Lunaroya Subdivision Final Plat	ETJ	Silver Creek Rd	28 single family large residential lots with on site sewage for each lot	Waiting for Resubmittal
SUB2023-0035 Parten Ranch Phase 6 & 7 Final Plat	ETJ	600 Two Creeks Lane	122 single family lots and 4 drainage/open space lots	Approval with Conditions
SUB2023-0036 Caliterra Phase 5 Section 13 Final Plat	ETJ	Carentan Cove at Kelsey Lane	11 single family lots	Approval with conditions
SUB2023-0037 Amending Plat of Final Subdivision Plat of Roger Hanks Park	CL	US 290 at Roger Hanks Pkwy	Redesign to include north bound turn lane on Roger Hanks Pkwy, Improvements to Hamilton Crossing and Lake Lucy Loop	Waiting for Resubmittal
SUB2023-0038 The Ranch at Caliterra Final Plat	ETJ	HC Carter Way	234 single family lots on 200.024 acres	Approval with Conditions
SUB2023-0039 Wild Ridge Phase 2 Construction Plans	CL	Shadow Ridge Parkway	142 single family lots, minor arterial and local roadways, 2 water quality ponds, utilities, lift station, parkland and open space	Waiting for Resubmittal
SUB2023-0042 Hardy Construction Plans	CL	2901 West US 290	78.021 acres subdivided into 73 single family lots	Approval with Conditions
SUB2023-0048 Driftwood Falls Estates Subdivision	ETJ	609 S Creekwood Dr	Replat two lots in one.	Approval with Conditions
SUB2023-0049 Amended Plat of the Breed Hill Replat Subdivision	ETJ	3100 W US 290	Combining 3 lots into 1.	Approved with conditions
SUB2023-0050 Sanctuary Subdivision CP	ETJ	1111 Hays Country Acres Rd	48 residential lots ranging from 1.6 acres to 2	Under Review
SUB2023-0051 Gateway Village Phase 1 CP	CL	HWY 290	144 Single family lots.	Approved with conditions
SUB2024-004 Driftwood Subdivision, Phase Four, Block A, Lots 8 and 9 Amending Plat	ETJ	2236-2266 Thurman Roberts Way	Combine lots 8 and 9, Block A in one lot, 8-A	Waiting for Resubmittal
SUB2024-005 Roger Hanks Construction Plans	CL	US 290 at Roger Hanks Pkwy	Public improvements from southern boundary to intersection with 290.	Waiting for Resubmittal
SUB2024-006 Sanctuary Dripping Springs	ETJ	1111 Hays Country Acres Rd	57 lots subdivision	Approved with conditions
SUB2024-007 Plat Amendment - Esperanza Subdivision Phase Two, Block 4, Lot 22	CL	613 Yellow Bell Run	Amending single family lot	Approved with conditions
SUB2024-008 Skylight Hills Final Plat	ETJ	13001 and 13111 High Sierra	Subdivide into 5 lots.	Waiting for Resubmittal
SUB2024-009 Blue Creek Subdivision, Lots 16 & 17 Amending Plat	ETJ	500 Blue Creek Drive	Transferring 3.65 acres	Approved with conditions
SUB2024-010 Maddox Ranch	ETJ	500 Shelton Ranch Rd	2 lot minor plat.	Waiting for Resubmittal
SUB2024-011 Driftwood Golf and Ranch Club, Phase One, Block A, Lots 14, 15, and 16 Amending Plat	ETJ	Club Ranch Court	Combine three lots into two.	Waiting for Resubmittal
SUB2024-012 St. Martin's Subdivision, Lots 1 & 2 Amending Plat	CL/ETJ	230 Post Oak Drive	Combine two existing lots into one.	Waiting for Resubmittal
SUB2024-013 Richford Subdivison, Lot 2 Replat	ETJ	14331 Canonade	Divide existing lot into two.	Waiting for Resubmittal
SUB2024-015 Gateway Village Phase 1	CL	US 290	Final plat for 144 single family subdivision.	Waiting for Resubmittal
SUB2024-016 Replat of Dripping Springs Retail Center Subdivision	CL	598 E Hwy 290	Combine one platted lot and one unplatted lot to create 35.7 acres.	Waiting for Resubmittal
SUB2024-017 Wild Ridge Phase 2 Final Plat	CL	Shadow Ridge Parkway	152 single family residential lots.	Waiting for Resubmittal
SUB2024-018 Driftwood Golf and Ranch Club, Phase Two, Block K, Lots 6 and 7 Amending Plat	ETJ	121 and 111 Roble Loop	Combine lots 6 and 7.	Approved
SUB2024-019 Driftwood Subdivision, Phase 5, Preliminary Plat	ETJ	Thurman Roberts Way	13 lots. 10 residential, 2 open space, and 1 private.	Waiting for Resubmittal
SUB2024-020 JWLP Parking Addition Amending Plat	CL	249 Sportplex Drive	Combing two lots to allow additional parking lot for existing site plan.	Approved with conditions

In Administrative Completeness	Filing Date
ADMIN2024-047 WT Chapman, Lots 1A and 2 Amending Plat	21-Aug
SUB2024-020 JWLP Parking Addition Amending Plat	21-Aug
ADMIN2024-049 Driftwood Falls Estates, Lots 5A & 6A Amending Plat	21-Aug
SD2023-0014 BR Dripping Springs	21-Aug
ADMIN2024-050 Village Grove Phase 2A Subdivision	21-Aug
ADMIN2024-048 109 Bonnie Drive Zoning Amendment to Local Retail	30-Aug
ADMIN2024-051 Paloma Events Zoning Variance	30-Aug