



DRIPPING SPRINGS
Texas

CITY COUNCIL WORKSHOP & REGULAR MEETING

City of Dripping Springs

Conference Room, 511 Mercer St, Dripping Springs, TX

Tuesday, August 23, 2022 at 5:30 PM

AGENDA

CALL TO ORDER AND 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
City Attorney Laura Mueller
City Treasurer Shawn Cox
City Secretary Andrea Cunningham
IT Director Jason Weinstock
People & Communications Director Lisa Sullivan
Parks & Recreation Director Andrew Binz
Community Events Coordinator Caylie Houchin
Maintenance Director Craig Rice

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

WORKSHOP

- 1. Presentation and discussion regarding the Proposed Filed Municipal Budget for Fiscal Year 2023.**

CONSENT AGENDA

The following items are anticipated to require little or no individualized discussion due to their nature being clerical, ministerial, mundane or routine. In an effort to enhance the efficiency of City Council meetings, it is intended that these items will be acted upon by the City Council with a single motion because no public hearing or determination is necessary. However, a City Council Member or citizen may request separate deliberation for a specific item, in which event those items will be removed from the consent agenda prior to the City Council voting on the consent agenda as a collective, singular item. Prior to voting on the consent agenda, the City Council may add additional items that are listed elsewhere on the same agenda.

- 2. Approval of a Raw Water Contract with the Lower Colorado River Authority. Sponsor: Mayor Foulds, Jr.**

BUSINESS AGENDA

- 3. Discuss and consider approval of a Special Event Permit Application for the Dripping Springs Pumpkin Festival to take place September 24 through October 31, 2022, at the Dr. Pound Farmstead and utilizing Founders Memorial Park for parking. Applicant: Dripping Springs Pumpkin Festival**
- 4. Discuss and consider approval of an Agreement with Brightly Software Inc. for Public Works Software.**

EXECUTIVE SESSION AGENDA

The City Council for the City of Dripping Springs has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development). The City Council for the City of Dripping Springs may act on any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.

- 5. Consultation with City Attorney related to the South Regional Water Reclamation Project and the litigation on the Wastewater Permits and related items. Consultation with City Attorney, 551.071**
- 6. Deliberation regarding the appointment, employment, evaluation, reassignment, compensation, and duties of Penny Appleman, Roman Baligad, Jim Bass, Andrew Binz, Kevin Campbell, Sherry Canady, Tory Carpenter, Sarah Cole, Shawn Cox, Andrea Cunningham, Brandon Elliott, Ginger Faught, Michelle Fischer, Sesario Garza, Johnathon Hill, Caylie Houchin, Alison Jamieson, Sheri Kapanka, Amy Kappler, Jesse Kennis, Howard Koontz, Johnna Krantz, Charles Gray Lahrman, Debbie Loesch, Heron Longoria, Laura Mueller, Emily Nelson, Shane Pevehouse, Dany Ramirez, Steve Rassette, Aaron Reed, Charles Reed, Craig Rice, Warlan Rivera, Jessica Selina Romero,**

Mackenzie Rusick, Teresa Sanders, Lily Sellers, Nick Spillar, William Stevens, Riley Sublett, and Lisa Sullivan, Andrew Thompson, Jason Weinstock. *Deliberation of Personnel Matters, 551.074*

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

August 30, 2022, at 5:30 p.m.

September 6, 2022, at 6:00 p.m. (CC & BOA)

September 13, 2022, at 5:30 p.m.

September 20, 2022, at 6:00 p.m.

Board, Commission & Committee Meetings

August 24, 2022, Economic Development Committee at 4:00 p.m.

September 1, 2022, Historic Preservation Commission at 4:00 p.m.

September 7, 2022, DSRP Board at 11:00 a.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

All agenda items listed above are eligible for discussion and action unless otherwise specifically noted. This notice of meeting is posted in accordance with Chapter 551, Government Code, Vernon's Texas Codes. Annotated. In addition, the City Council may consider a vote to excuse the absence of any City Council Member for absence from this meeting.

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **August 19, 2022, at 1:00 p.m.***

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 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed
CITY - GENERAL FUND					
Balance Forward	1,573,178.86	1,606,121.36	32,942.50	1,606,121.36	3,079,886.03
Revenue					
AD Valorem	1,983,491.97	1,983,491.97		2,059,557.64	2,559,204.88
AV P&I	4,000.00	4,000.00		12,060.25	4,000.00
Sales Tax	3,796,125.70	3,796,125.70		4,000,000.00	3,800,000.00
Mixed Beverage	60,000.00	60,000.00		85,000.00	75,000.00
Alcohol Permits	7,085.00	7,085.00		7,085.00	6,852.50
Fire Inspections	10,000.00	10,000.00		50,000.00	50,000.00
Bank Interest	40,000.00	40,000.00		90,000.00	50,000.00
Development Fees:					
- Subdivision	656,006.25	656,006.25		1,023,380.64	890,750.00
- Site Dev	239,108.41	239,108.41		753,049.69	400,000.00
- Zoning/Signs/Ord	65,000.00	65,000.00		107,000.00	65,000.00
Building Code	1,500,000.00	1,500,000.00		1,750,000.00	1,500,000.00
Transportation	-	-			
Solid Waste	40,000.00	40,000.00		45,563.40	45,000.00
Health Permits/Inspections	60,000.00	60,000.00		110,000.00	75,000.00
Municipal Court	250.00	250.00		250.00	1,000.00
Other Income	40,000.00	40,000.00		40,000.00	40,000.00
TXF from Capital Improvements	300,000.00	324,000.00	24,000.00	-	
TXF DSRP On Call	10,400.00	10,400.00		10,400.00	10,400.00
TXF from HOT	4,305.00	4,305.00		4,305.00	2,404.33
TXF from WWU					4,066.66
TXF from TIRZ				127,102.00	
FEMA	-	-		5,292.38	
CARES Act	-	-			
Coronavirus Local Fiscal Recovery Funds (CLFRF)	707,181.10	707,181.10		708,578.71	-
Total	11,096,132.29	11,153,074.79	56,942.50	12,594,746.07	12,658,564.40
Expense					
Supplies	25,000.00	25,000.00		25,000.00	30,000.00
Office IT Equipment and Support	70,890.00	70,890.00		80,000.00	105,890.00
Software Purchase, Agreements and Licenses	165,142.00	183,888.00	18,746.00	184,000.00	200,013.00
Website	6,625.00	6,625.00		6,625.00	6,625.00
Communications Network/Phone	31,000.00	31,000.00		31,000.00	36,830.84
Miscellaneous Office Equipment	6,000.00	6,000.00		6,000.00	6,000.00
Utilities:					
- Street Lights	20,000.00	20,000.00		20,000.00	20,000.00
- Streets Water	4,000.00	4,000.00		3,500.00	4,000.00
- Office Electric	4,500.00	4,500.00		5,500.00	5,500.00
- Office Water	650.00	650.00		650.00	650.00
- Stephenson Electric	1,500.00	1,500.00		1,200.00	1,500.00
- Stephenson Water	500.00	500.00		500.00	500.00
Transportation:					
- Improvement Projects	775,000.00	775,000.00		400,000.00	1,096,332.00
- Street & ROW Maintenance	184,250.00	184,250.00		184,250.00	204,050.00
- Street Improvements	592,087.25	592,087.25		592,087.25	400,000.00
Office Maintenance/Repairs	11,060.00	11,060.00		11,060.00	18,510.00
Stephenson Building & Lawn Maintenance	5,500.00	5,500.00		2,000.00	6,000.00
Maintenance Equipment	47,878.00	47,878.00		47,878.00	97,500.00
Equipment Maintenance	3,000.00	3,000.00		4,000.00	5,500.00
Maintenance Supplies	4,600.00	4,600.00		4,600.00	5,100.00
Fleet Acquisition	196,700.00	196,700.00		196,700.00	50,000.00
Fleet Maintenance	18,800.00	28,800.00	10,000.00	32,500.00	44,000.00
City Hall Improvements	5,000.00	5,000.00		5,000.00	300,000.00

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	Item 1. Proposed
Uniforms	7,760.00	7,760.00		7,760.00	12,320.00
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	10,000.00	10,000.00		10,000.00	5,000.00
- Records Management	1,220.00	1,220.00		720.00	1,220.00
- Government Affairs	-	-			60,000.00
- Stephenson Parking Lot Improvements	-	-			
- Stephenson Building Rehabilitation	14,000.00	14,000.00		14,000.00	10,000.00
- OFR Grant Writer	7,500.00	7,500.00		-	-
- Planning Consultant	175,000.00	175,000.00		175,000.00	250,000.00
- Land Acquisition	10,000.00	10,000.00			10,000.00
- Downtown Bathroom	100,000.00	100,000.00			200,000.00
- City Hall Planning					30,000.00
Public Safety:					
- Emergency Management Equipment	50,970.00	50,970.00		50,970.00	45,690.00
- Emergency Equipment Fire & Safety	2,118.00	2,118.00		1,500.00	611.00
- Emergency Mgt PR	2,000.00	2,000.00		2,000.00	2,000.00
- Emergency Equipment Maintenance & Service	5,860.00	5,860.00		5,860.00	11,702.00
- Emergency Management Other					30,000.00
- Animal Control	3,400.00	3,400.00		3,400.00	3,400.00
Public Relations	7,488.00	8,988.00	1,500.00	8,988.00	5,200.00
Postage	3,200.00	3,200.00		3,200.00	3,200.00
TML Insurance:					
- Liability	20,850.00	20,850.00		18,750.00	25,000.00
- Property	34,646.00	34,646.00		39,000.00	41,000.00
- Workers' Comp	25,000.00	25,000.00		22,000.00	25,000.00
Dues, Fees, Subscriptions	30,000.00	30,000.00		30,000.00	41,337.95
Public Notices	6,000.00	6,000.00		6,000.00	6,000.00
City Sponsored Events	5,000.00	5,000.00		5,000.00	5,000.00
Election	8,000.00	8,000.00		1,000.00	8,000.00
Salaries	2,249,643.70	2,263,243.70	13,600.00	2,065,000.00	2,624,223.34
Taxes	180,413.74	181,706.14	1,292.40	165,352.59	209,825.09
Benefits	238,768.10	238,768.10		217,278.97	278,376.89
Retirement	133,118.97	133,118.97		121,138.26	156,944.31
DSRP Salaries	376,654.59	376,654.59		350,000.00	485,020.13
DSRP Taxes	30,032.28	30,032.28		27,930.02	38,873.31
DSRP Benefits	54,436.25	54,436.25		50,625.71	73,071.07
DSRP Retirement	19,323.28	19,323.28		19,000.00	27,399.78
Professional Services:					
- Financial Services	115,000.00	115,000.00		28,000.00	35,000.00
- Engineering	70,000.00	94,000.00	24,000.00	94,000.00	70,000.00
- Special Counsel and Consultants	59,000.00	44,107.60	(14,892.40)	44,107.60	55,800.00
- Muni Court	15,500.00	15,500.00		15,500.00	15,500.00
- Bldg. Inspector	750,000.00	750,000.00		1,400,000.00	750,000.00
- Fire Inspector				40,000.00	40,000.00
- Health Inspector	50,000.00	50,000.00		70,000.00	50,000.00
- Architectural and Landscape Consultants	5,000.00	5,000.00		4,000.00	5,000.00
- Historic District Consultant	3,500.00	3,500.00		3,500.00	3,500.00
- Lighting Consultant	1,000.00	1,000.00		1,000.00	1,000.00
- Human Resource Consultant	10,000.00	10,000.00		15,000.00	15,000.00
Training/CE	83,623.90	83,623.90		83,623.90	92,892.04
Code Publication	5,350.00	5,350.00		7,500.00	8,000.00
Mileage	2,000.00	2,000.00		1,500.00	2,000.00
Miscellaneous Office Expense	10,000.00	10,000.00		10,000.00	10,000.00
Bad Debt Expense	5,000.00	5,000.00		-	

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	Item 1. Proposed
Contingencies/Emergency Fund	50,000.00	50,000.00		35,000.00	50,000.00
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	56,146.39	56,146.39	60,000.00	
TXF to Reserve Fund	200,000.00	200,000.00		300,000.00	300,000.00
TXF AV to TIF	200,244.23	200,244.23		207,911.50	355,961.65
TXF to TIRZ	250,000.00	250,000.00		250,000.00	-
Sales Tax TXF to WWU	759,225.14	759,225.14		800,000.00	760,000.00
SPA & ECO D TXF	218,656.84	218,656.84		230,400.00	218,880.00
TXF to DSRP	75,000.00	178,000.00	103,000.00	178,000.00	275,884.04
TXF to Capital Improvement Fund	-	-			
TXF to Vehicle Replacement Fund	25,462.00	25,462.00		25,462.00	70,326.00
TXF to WWU	-	155,721.00	155,721.00	155,721.00	
TXF to Founders Day	-	13,000.00	13,000.00	13,000.00	
TXF to Farmers Market				3,657.83	15,249.56
Total	8,964,647.27	9,346,760.66	382,113.39	9,351,407.63	10,579,089.00
PARKS - GENERAL FUND					
Revenue					
Sponsorships and Donations	7,800.00	10,496.00	2,696.00	8,155.97	2,000.00
City Sponsored Events	1,227.00	1,227.00		3,240.00	3,000.00
Programs and Events	5,000.00	18,800.00	13,800.00	27,420.00	8,000.00
Community Service Permit Fees	4,400.00	4,400.00		2,835.00	1,800.00
Aquatics Program Income	85,800.00	85,800.00		27,000.00	29,400.00
Pool and Pavilion Rental	16,800.00	16,800.00		16,800.00	16,950.00
Park Rental Fees	5,350.00	5,350.00		5,750.00	5,950.00
Reimbursement of Utility Costs	8,000.00	8,000.00		2,014.95	-
TXF from HOT Fund	2,000.00	2,000.00		-	167,000.00
TXF from Parkland Dedication	113,462.80	113,462.80		111,462.80	107,000.00
TXF from Parkland Development	111,731.40	121,731.40	10,000.00	5,832.00	
TXF from Landscaping Fund	4,000.00	4,000.00		4,000.00	1,000.00
TXF from Contingency Funds	-	-			
TXF from DSRP	-	-			
TXF from CLFRF	-	-		-	160,570.49
Total Revenue	365,571.20	392,067.20	26,496.00	214,510.72	502,670.49
Expense					
Other	11,500.00	11,500.00		11,500.00	11,500.00
Park Consultants	-	10,000.00	10,000.00	11,012.00	10,000.00
Dues Fees and Subscriptions	1,337.50	1,337.50		2,275.00	1,464.50
Advertising & Marketing	6,500.00	6,500.00		7,000.00	11,250.00
DS Ranch House Furniture & Equipment	-	-			-
Total Other	19,337.50	29,337.50	10,000.00	31,787.00	34,214.50
Public Improvements					
All Parks	-	32,942.50	32,942.50	32,942.50	6,500.00
Triangle Improvement	2,000.00	2,000.00		-	17,000.00
Rathgeber Improvements	-	-			110,000.00
Founders Park	67,731.40	67,731.40		67,731.40	144,410.00
Founders Pool					1,500.00
Skate Park					75,000.00
S & R Park	-	-		100.00	150,000.00
Charro Ranch Park	1,800.00	1,800.00		1,800.00	1,000.00
DS Ranch Park	-	-			
Total Improvements	71,531.40	104,473.90	32,942.50	102,573.90	505,410.00
Utilities					
Portable Toilets	5,000.00	5,000.00		7,800.00	7,800.00

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed
Triangle Electric	500.00	500.00		500.00	500.00
Triangle Water	500.00	500.00		500.00	1,000.00
S&R Park Water	14,500.00	14,500.00		13,000.00	13,000.00
SRP Electric	1,200.00	2,500.00	1,300.00	3,250.00	2,500.00
FMP Pool/ Pavilion Water	6,000.00	6,000.00		6,000.00	6,000.00
FMP Pool//Electricity	4,500.00	4,500.00		7,250.00	7,250.00
Pool Phone/Network	1,500.00	1,500.00		1,675.00	1,650.00
FMP Pool Propane	20,000.00	20,000.00		15,000.00	20,000.00
DS Ranch Park Electricity	500.00	500.00		-	-
DS Ranch Park Phone/Network	500.00	500.00		-	-
DS Ranch Park Septic	-	-		-	-
Total Utilities	54,700.00	56,000.00	1,300.00	54,975.00	59,150.00
Maintenance					
General Maintenance (All Parks)	1,000.00	1,000.00		1,000.00	1,000.00
Trail Washout repairs	-	-		-	-
Equipment Rental	1,000.00	1,000.00		1,000.00	1,000.00
Founders Pool	28,240.00	28,240.00		6,000.00	16,000.00
Founders Park	-	-		22,240.00	50,740.00
Skate Park Maintenance	-	-		-	500.00
S&R	51,920.00	56,519.00	4,599.00	56,519.00	31,420.00
Charro Ranch Park	7,700.00	7,700.00		7,700.00	7,250.00
Triangle/ Veteran's Memorial Park	700.00	700.00		700.00	700.00
DSRP	-	-		-	-
Rathgeber Maintenance	-	-		-	900.00
Total Maintenance	90,560.00	95,159.00	4,599.00	95,159.00	109,510.00
Supplies					
General Parks	3,000.00	3,000.00		3,000.00	8,550.00
Charro Ranch Supplies	-	1,500.00		1,500.00	1,500.00
Founders Park Supplies	43,375.00	43,375.00		43,375.00	-
Founders Pool Supplies	-	-		-	24,705.00
Program and Events	1,500.00	13,740.00	12,240.00	5,690.00	20,050.00
DSRP & Ranch House Supplies	-	-		-	-
S&R Supplies	400.00	400.00		400.00	400.00
Total Supplies	48,275.00	62,015.00	12,240.00	53,965.00	55,205.00
Program Staff					
Camp Staff	-	-		-	-
Program Event Staff	2,500.00	2,500.00		2,500.00	13,400.00
Aquatics Staff	70,591.24	70,591.24		70,591.24	77,043.15
Total Staff Expense	73,091.24	73,091.24		73,091.24	90,443.15
Total Parks Expenditures	357,495.14	420,076.64	61,081.50	411,551.14	853,932.65
FOUNDERS DAY - GENERAL FUND					
Balance Fwd.	19,313.52	19,313.52		19,313.52	33,588.01
Revenue					
Craft booths/Business Booths	6,500.00	6,500.00		6,255.81	6,250.00
Food booths	1,100.00	1,100.00		1,312.50	1,100.00
BBQ cookers	4,600.00	4,600.00		4,837.50	4,600.00
Carnival	9,500.00	9,500.00		13,585.46	10,000.00
Parade	3,750.00	3,750.00		3,975.00	3,750.00
Sponsorship	70,000.00	70,000.00		85,750.00	82,500.00
Parking concession	1,700.00	1,700.00		3,299.22	1,700.00
Electric	2,400.00	2,400.00		3,100.00	3,000.00

Item 1.

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed
Misc.	-	-			
TXF from General Fund	-	13,000.00	13,000.00	13,000.00	
Total	118,863.52	131,863.52	13,000.00	154,429.01	146,488.01
Expense					
Publicity	8,500.00	8,500.00		9,551.14	9,500.00
Porta-Potties	7,150.00	7,150.00		10,019.00	12,000.00
Security	20,000.00	33,000.00	13,000.00	41,967.98	32,500.00
Health, Safety & Lighting					15,500.00
Transportation					4,500.00
Barricades/Traffic Plan	19,874.00	19,874.00		14,819.72	19,000.00
Bands/Music/Sound	15,000.00	15,000.00		13,950.00	22,500.00
Clean Up	5,060.00	5,060.00		5,500.00	5,500.00
FD Event Supplies	7,000.00	7,000.00		4,538.38	5,000.00
Sponsorship	5,000.00	5,000.00		5,551.97	6,000.00
Parade	650.00	650.00		815.12	650.00
Tent, Tables & Chairs	4,500.00	4,500.00		6,671.08	4,000.00
Electricity	1,800.00	1,800.00		1,843.34	1,800.00
FD Electrical Setup	4,600.00	4,600.00		-	4,600.00
Contingencies	416.00	416.00		5,613.27	3,438.01
Total expenses	99,550.00	112,550.00	13,000.00	120,841.00	146,488.01
Balance Fwd.	19,313.52	19,313.52	-	33,588.01	-

CONSOLIDATED GENERAL FUND

Revenue					
City	11,096,132.29	11,153,074.79	56,942.50	12,594,746.07	12,658,564.40
Parks	365,571.20	392,067.20	26,496.00	214,510.72	502,670.49
Founders	118,863.52	131,863.52	13,000.00	154,429.01	146,488.01
Total	11,580,567.01	11,677,005.51	96,438.50	12,963,685.80	13,307,722.90
Expense					
City	8,964,647.27	9,346,760.66	382,113.39	9,351,407.63	10,579,089.00
Parks	357,495.14	420,076.64	61,081.50	411,551.14	853,932.65
Founders	99,550.00	112,550.00	13,000.00	120,841.00	146,488.01
Total Expense	9,421,692.41	9,879,387.30	456,194.89	9,883,799.77	11,579,509.66
Balance Fwd.	2,158,874.60	1,797,618.21	(359,756.39)	3,079,886.03	1,728,213.24

DRIPPING SPRINGS FARMERS MARKET

Balance Forward	21,835.14	57,773.34	35,938.20	57,773.34	45,760.56
Revenue					
FM Sponsor	1,000.00	5,000.00	4,000.00	3,445.00	5,000.00
Grant Income	1,000.00	1,000.00		1,000.00	1,000.00
Booth Space	42,000.00	42,000.00		42,000.00	54,600.00
Applications	2,650.00	1,000.00	(1,650.00)	1,000.00	750.00
Membership Fee	-	1,650.00	1,650.00	1,282.50	2,600.00
Interest Income	500.00	500.00		85.00	200.00
Market Event/Merch.	500.00	1,000.00	500.00	1,000.00	1,000.00
Transfer from General Fund				3,657.83	15,300.59
Total	69,485.14	109,923.34	40,438.20	111,243.67	126,211.15
Expense					
Advertising	2,600.00	2,600.00		2,600.00	3,000.00
Market Manager	36,884.80	36,884.80		39,195.64	52,679.65
Market Specialist	-	-		1,672.65	
Payroll Tax Expense	3,073.69	3,073.69		3,265.77	4,281.09
DSFM Benefits	7,608.13	7,608.13		8,602.54	8,884.44

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	Item 1. Proposed
Retirement	2,213.09	2,213.09		2,373.59	3,173.95
Entertainment& Activities	1,000.00	1,000.00		1,300.00	3,000.00
Dues Fees & Subscriptions	200.00	200.00		250.00	200.00
Market Event	500.00	500.00		-	500.00
Training	200.00	200.00		-	200.00
Office Expense	100.00	100.00		50.00	300.00
Supplies Expense	400.00	3,845.00	3,445.00	4,500.00	4,000.00
Network & Phone				247.92	252.00
Other Expense	200.00	200.00		1,425.00	2,600.00
Capital Fund	-	-			-
Contingency Fund	500.00	500.00			500.00
Transfer to Reserve Fund					35,000.00
Total Expense	55,479.71	58,924.71	3,445.00	65,483.11	117,812.63
Balance Forward	14,005.43	50,998.63	36,993.20	45,760.56	8,398.52
PARKLAND DEDICATION FUND					
Balance Forward	113,774.72	113,774.72		113,774.72	155,253.81
Revenue					
Parkland Fees	-	-		107,210.49	-
Total Revenue	113,774.72	113,774.72		220,985.21	155,253.81
Expense					
Park Improvements	113,462.80	113,462.80		65,731.40	107,000.00
TXF to AG Facility	-	-			
Master Naturalists	-	-			
Total Expenses	113,462.80	113,462.80		65,731.40	107,000.00
Balance Forward	311.92	311.92		155,253.81	48,253.81
PARKLAND DEVELOPMENT FUND					
Balance Forward	-	-		-	-
Revenue					
Parkland Development Fees	161,000.00	161,000.00		5,832.00	
Total Revenue	161,000.00	161,000.00		5,832.00	-
Expense					
Transfer to Parks	111,731.40	121,731.40	10,000.00	5,832.00	
Total Expenses	111,731.40	121,731.40	10,000.00	5,832.00	-
Balance Forward	49,268.60	39,268.60		-	-
AG FACILITY FUND					
Balance Fwd.	-	-		-	-
Revenue					
Ag Facility Fees	37,065.00	37,065.00		875.00	47,495.00
Total Revenues	37,065.00	37,065.00		875.00	47,495.00
Expense					
TXF to DSRP	37,065.00	37,065.00		875.00	47,495.00
Total Expense	37,065.00	37,065.00		875.00	47,495.00
Balance Fwd.	-	-		-	-
LANDSCAPING FUND					
Balance Fwd.	108,260.55	108,260.55		108,260.55	468,342.55
Revenue					
Tree Replacement Fees	-	-		371,340.00	
Total Revenues	108,260.55	108,260.55		479,600.55	468,342.55

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed
Expense					
Sports and Rec Park	2,000.00	2,000.00		2,000.00	-
DSRP	-	-			
FMP	2,000.00	2,000.00		2,000.00	-
Charro	1,000.00	1,000.00		1,000.00	1,000.00
Historic Districts	3,850.00	3,958.00	108.00	3,958.00	25,000.00
Professional Services	2,000.00	2,000.00		-	-
City Hall Lawn and Tree Maintenance	1,300.00	1,300.00	2,300.00	2,300.00	2,300.00
Total Expense	12,150.00	12,258.00	2,408.00	11,258.00	28,300.00
Balance Fwd.	96,110.55	96,002.55	(2,408.00)	468,342.55	440,042.55

SIDEWALK FUND

Balance Fwd.	16,056.00	16,056.00		16,056.00	102,536.00
Revenue					
Fees	-	-		86,480.00	-
Total Revenues	16,056.00	16,056.00		102,536.00	102,536.00
Expense					
Expense	16,056.00	16,056.00		-	-
Total Expense	16,056.00	16,056.00		-	-
Balance Fwd.	-	-		102,536.00	102,536.00

DRIPPING SPRINGS RANCH PARK OPERATING FUND

Balance Forward	2,101.84	2,101.84		63,118.23	109,170.35
Revenue					
Stall Rentals	39,200.00	39,200.00		41,000.00	37,200.00
RV/Camping Site Rentals	19,000.00	19,000.00		28,000.00	19,000.00
Facility Rentals	135,500.00	135,500.00		135,000.00	113,500.00
Equipment Rental	5,000.00	5,000.00		2,500.00	6,000.00
Sponsorships & Donations	136,275.00	52,275.00	(84,000.00)	16,250.00	52,275.00
Merchandise Sales	21,300.00	21,300.00		17,162.00	21,065.20
Riding Permits	10,000.00	10,000.00		10,000.00	9,500.00
Staff & Misc. Fees	4,000.00	4,000.00		5,500.00	4,000.00
Cleaning Fees	25,000.00	25,000.00		25,000.00	25,000.00
General Program and Events:	84,275.00	-	(84,275.00)		
- Riding Series	-	84,000.00	84,000.00	65,000.00	82,000.00
- Coyote Camp	-	74,925.00	74,925.00	80,000.00	137,100.00
- Misc. Events	-	9,350.00	9,350.00	9,350.00	2,000.00
- Programing					15,100.00
- Concert Series					
Other Income	4,000.00	4,000.00		765.00	500.00
Interest	600.00	600.00		1,300.00	600.00
TXF from Ag Facility	37,065.00	37,065.00		875.00	47,495.00
TXF from HOT	253,501.87	335,701.87	82,200.00	335,701.87	395,000.00
TXF for RV/ Parking Lot HOT	-	47,800.00	47,800.00	47,800.00	
TXF from General Fund	75,000.00	178,000.00	103,000.00	75,000.00	
TXF from Landscape Fund	-	-			
TXF from General Fund CLFRF	-	-	-	103,000.00	275,884.04
Total Revenue	851,818.71	1,084,818.71	233,000.00	1,062,322.10	1,352,389.59
Expense					
Advertising	-	-			17,750.00
Office Supplies	10,000.00	10,000.00		7,500.00	10,000.00

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed	Item 1.
Postage	100.00	100.00		30.00	-	
DSRP On Call	10,400.00	10,400.00		10,400.00	10,400.00	
Camp Staff	64,054.20	64,054.20		64,054.20	108,246.48	
Network and Communications	56,304.00	56,304.00		61,500.00	11,316.40	
Co-Sponsored Events	34,800.00	5,050.00	(29,750.00)	5,050.00	7,900.00	
Sponsorship Expenses	-	2,050.00	2,050.00	750.00	2,100.00	
Supplies and Materials	21,000.00	21,000.00		21,000.00	25,500.00	
Ranch House Supplies	1,000.00	1,000.00		2,000.00	1,000.00	
Dues, Fees and Subscriptions	9,561.94	9,561.94		20,000.00	5,127.50	
Mileage	500.00	500.00		500.00	500.00	
Equipment	26,922.00	26,922.00		3,000.00	267,250.00	
House Equipment	-	-				
Equipment Rental	2,000.00	2,000.00		1,000.00	2,000.00	
Equipment Maintenance	16,000.00	16,000.00		20,000.00	25,000.00	
Portable Toilets	5,953.40	5,953.40		1,000.00	2,500.00	
Electric	60,000.00	60,000.00		82,000.00	60,000.00	
Water	7,000.00	7,000.00		10,250.00	7,000.00	
Septic	750.00	750.00		750.00	750.00	
Lift Station Maintenance	-	-		-	12,000.00	
Propane/Natural Gas	2,500.00	2,500.00		7,205.00	2,500.00	
On Call Phone	2,060.00	2,060.00		2,060.00	501.60	
Alarm	1,112.40	1,112.40		3,000.00	6,660.00	
Stall Cleaning & Repair	2,000.00	2,000.00		1,200.00	4,000.00	
Training and Education	400.00	400.00		400.00	9,500.00	
General Program and Events:	13,950.00	-	(13,950.00)			
- Riding Series	-	32,000.00	32,000.00	32,000.00	32,000.00	
- Coyote Camp	-	8,250.00	8,250.00	13,250.00	16,000.00	
- Misc. Events	-	6,400.00	6,400.00	6,400.00	700.00	
- Programing					8,000.00	
- Concert Series						
Other Expense	20,000.00	20,000.00		20,000.00	20,000.00	
Improvements	151,500.00	316,700.00	165,200.00	316,700.00	345,000.00	
Tree Planting	-	-				
Contingencies	50,000.00	50,000.00		30,000.00	50,000.00	
Fleet Acquisition	15,000.00	15,000.00		15,000.00	60,000.00	
Fleet Maintenance	2,500.00	2,500.00		2,500.00	5,500.00	
General Maintenance and Repair	96,828.92	111,828.92	15,000.00	86,828.92	184,800.00	
Grounds and General Maintenance	21,690.00	21,690.00		21,690.00	21,690.00	
House Maintenance	1,000.00	1,000.00		6,000.00	10,000.00	
HCLE	13,200.00	13,200.00		13,200.00	13,200.00	
Merchandise	11,402.63	11,402.63		11,402.63	10,500.00	
RV/Parking Lot	-	47,800.00	47,800.00	47,800.00		
TXF to Vehicle Replacement Fund	5,731.00	5,731.00		5,731.00	29,595.00	
Total Expenses	737,220.49	970,220.49	233,000.00	953,151.75	1,406,486.98	
Total Bal Fwd.	114,598.22	114,598.22	-	109,170.35	(54,097.39)	
HOTEL OCCUPANCY TAX FUND						
Balance Fwd.	119,311.87	182,111.87	62,800.00	261,319.95	399,238.89	
Revenues						
Hotel Occupancy Tax	500,000.00	600,000.00	100,000.00	885,286.81	700,000.00	
Interest	1,500.00	1,500.00		120.00	240.00	
Total	620,811.87	783,611.87	162,800.00	1,146,726.76	1,099,478.89	
Expenses						
Advertising	3,505.00	3,505.00		3,505.00	2,100.00	
Christmas Lighting Displays	15,000.00	15,000.00		12,176.00	45,000.00	

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	Item 1. Proposed
City Sponsored Events	-	-			
Historic Districts Marketing	2,800.00	2,800.00		2,800.00	2,800.00
Signage	28,800.00	28,800.00		28,800.00	19,560.00
Arts					20,000.00
Lighting					150,000.00
Dues and Fees	8,000.00	8,000.00		7,500.00	8,000.00
TXF to Debt Service	89,505.00	89,505.00		89,505.00	91,600.00
RV/ Parking Lot	-	47,800.00	47,800.00	47,800.00	
TXF to General Fund	-	-			2,404.33
TXF to Event Center	253,501.87	335,701.87	82,200.00	335,701.87	395,000.00
Grants	219,700.00	219,700.00		219,700.00	291,198.00
Total expenses	620,811.87	750,811.87	130,000.00	747,487.87	1,027,662.33
Balance Fwd.	-	32,800.00	32,800.00	399,238.89	71,816.56
UTILITY FUND					
Balance Fwd.	7,626,168.13	7,651,168.13	25,000.00	6,295,794.18	6,448,663.87
Wastewater					
Revenue					
TXF from TWDB	6,520,000.00	6,520,000.00		289,000.00	4,420,000.00
Wastewater Service	945,095.04	945,095.04		1,202,123.09	1,285,365.12
Late Fees/Rtn check fees	9,480.00	9,480.00		17,481.99	9,600.00
Portion of Sales Tax	759,225.14	759,225.14		800,000.00	760,000.00
Delayed Connection Fees	157,850.00	157,850.00		34,628.57	5,000.00
Line Extensions	-	-			
Solid Waste	-	-			
PEC	130,000.00	130,000.00		150,000.00	
ROW Fees	6,000.00	6,000.00		6,000.00	
Cable	130,000.00	130,000.00		150,000.00	
TX Gas Franchise Fees	3,000.00	3,000.00		3,609.11	
Transfer fees	9,600.00	9,600.00		9,205.71	9,000.00
Overuse fees	134,550.60	134,550.60		109,058.62	150,000.00
Reuse Fees	-	-			
FM 150 WWU Line Reimbursement	60,000.00	60,000.00		2,000.00	60,000.00
Interest	50,000.00	50,000.00		70,000.00	
Other Income	35,000.00	35,000.00		35,000.00	35,000.00
Water Income	-	-			
Developer Reimbursed Costs				402,565.00	2,175,000.00
TXF from General Fund	-	155,721.00	155,721.00	155,721.00	
Total Revenues	8,949,800.78	9,105,521.78	155,721.00	3,436,393.09	8,908,965.12
Expense					
Administrative and General Expense:					
- Administrative/Billing Expense	47,000.00	47,000.00		67,000.00	
- Legal Fees	35,000.00	35,000.00		50,000.00	
- Auditing	10,000.00	10,000.00		10,000.00	
- Regulatory Expense	3,500.00	3,500.00		4,125.00	4,250.00
- Planning and Permitting	50,000.00	50,000.00		60,000.00	7,500.00
- Software	-	34,221.00	34,221.00	34,221.00	
- IT Equipment & Support					
Engineering:					
- Engineering & Surveying	-	-			
- Construction Phase Services HR TEFS 1873-001	30,000.00	30,000.00		-	35,000.00
- Misc. Planning/Consulting 1431-001	20,000.00	20,000.00		41,500.00	20,000.00
- 2nd Amendment CIP 1881-001	12,500.00	17,000.00	4,500.00	10,230.00	30,000.00

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	Item 1. Proposed
- Sewer Planning CAD 1971-001	15,000.00	15,000.00		2,000.00	15,000.00
- Water Planning 1982-001	15,000.00	15,000.00		2,100.00	15,000.00
- FM 150 WWU Line 1989-001	60,000.00	60,000.00		2,000.00	60,000.00
- Parallel West Interceptor Design& Cost	-	-			
- Caliterra Plan Review & construction Phase Services 19	35,000.00	35,000.00		11,919.00	35,000.00
- HR Treated Effluent Fill Station 1873-001	30,000.00	30,000.00			
- TLAP Renewal application 1732-001	-	-		36,477.00	50,000.00
- Arrowhead PR & Const. Phase Services - 1967-001				4,255.00	10,000.00
- Heritage PID PR & Cons. Phase Services - 1734-001				55,965.00	75,000.00
- Double L Planning & Const. Phase Services - 1743-001				17,788.00	50,000.00
- Cannon Tract - 1842-001				21,798.00	40,000.00
- Driftwood 522 PR & Const. Phase Services - 1900-001				73,097.00	60,000.00
- Big Sky PR & Const Phase Services - 1913-001				24,834.00	60,000.00
- Driftwood Creek PR & Const Phase Services - 1917-001				55,327.00	45,000.00
- Cannon/Cynosure/Double L Water CCN App. - 2007-001				7,498.00	5,000.00
- Cynosure-Wild Ridge - 2009-001				11,400.00	20,000.00
- TLAP Renewal application					
Dues, Fees and Subscriptions	-	-		-	-
TXF to Water Fund	12,000.00	12,000.00		-	-
TXF to Vehicle Replacement Fund	-	-			
System Operations and Maintenance:					
- Routine Operations	70,000.00	70,000.00		70,000.00	73,600.00
- Non-Routine Operations	65,000.00	90,000.00	25,000.00	90,000.00	78,000.00
- System Maintenance & Repair	20,000.00	137,500.00	117,500.00	137,500.00	24,000.00
- Chlorinator Maintenance	2,500.00	2,500.00		2,500.00	3,000.00
- Chlorinator Alarm	1,000.00	1,000.00		1,000.00	1,000.00
- Odor Control	16,500.00	16,500.00		6,000.00	20,000.00
- Meter Calibrations	2,100.00	2,100.00		2,100.00	2,100.00
- Lift Station Cleaning	12,600.00	12,600.00		30,000.00	21,000.00
- Jet Cleaning Collection lines	19,000.00	19,000.00		19,000.00	22,800.00
- Drip Field Lawn Maintenance	10,000.00	10,000.00		5,000.00	10,000.00
- Drip Field Maint & Repairs	15,000.00	15,000.00		15,000.00	20,000.00
- Drip Field Meter Box Replacement				-	5,000.00
- Lift Station repairs	28,000.00	28,000.00		35,000.00	21,000.00
- Autodialer Replacement				-	17,500.00
- Lift Station Preventative Maintenance				-	7,000.00
- WWTP Repairs/Pump Repairs	41,000.00	41,000.00		41,000.00	45,000.00
- Chemicals	9,600.00	9,600.00		9,600.00	12,000.00
- Electricity	73,500.00	73,500.00		78,000.00	80,000.00
- Laboratory Testing	25,000.00	25,000.00		20,000.00	25,000.00
- Sludge Hauling	80,000.00	80,000.00		115,000.00	130,000.00
- Phone/Network	8,904.00	8,904.00		8,904.00	9,000.00
- Supplies	10,000.00	45,000.00	35,000.00	45,000.00	20,000.00
- Equipment	123,240.00	123,240.00		125,000.00	
- Equipment Maintenance	-	-		2,000.00	
- Fleet Acquisition	46,400.00	46,400.00		46,133.45	
- Fleet Maintenance	1,200.00	1,200.00		1,000.00	
- Fuel	5,000.00	5,000.00		5,000.00	
- Wastewater Flow Measurement	9,000.00	9,000.00		9,000.00	9,000.00
- Backwash Flow Meter & Check valve				-	22,000.00
- Arrowhead Plant Operations					148,225.00
- Big Sky Plant Operations					69,948.00
Other Expense	52,000.00	56,000.00	4,000.00	56,000.00	52,000.00
Uniforms	2,800.00	2,800.00		2,800.00	
Training	8,000.00	8,000.00		8,000.00	
Dispatch	3,000.00	3,000.00		3,000.00	

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	Item 1. Proposed
Salaries	246,000.00	246,000.00		191,000.00	
Taxes	20,622.60	20,622.60		16,085.63	
Benefits	30,738.21	30,738.21		23,975.80	
Retirement	15,384.00	15,384.00		11,999.52	
On Call	10,400.00	10,400.00		10,400.00	
Capital Projects:					
- Road Reconstruction	10,000.00	10,000.00		5,000.00	
- HRTreated Effluent Fill Station	125,000.00	125,000.00		-	200,000.00
- Parallel West Interceptor	1,600,000.00	1,600,000.00		-	-
- Arrowhead Drain Field					1,800,000.00
Other:					
- Reimbursement to Caliterra Oversize of West Intercepto	500,000.00	500,000.00		500,000.00	-
TWDB Engineering:					
- West Interceptor, SC, LS, FM and TE line 1950-001	215,000.00	215,000.00		53,724.00	250,000.00
- East Interceptor 1951-001	300,000.00	300,000.00		100,907.00	400,000.00
- Effluent HP 1952-001	150,000.00	150,000.00		60,125.00	200,000.00
- Reclaimed Water Facility 1953-001	15,000.00	15,000.00		2,000.00	15,000.00
- WWTP Design Assistance	37,500.00	37,500.00			
- So Regional WW System Exp P&M 1923-001	30,000.00	30,000.00		20,785.00	30,000.00
Miscellaneous:					
- Consultants and Legal	760,000.00	760,000.00		760,000.00	175,000.00
TWDB Capital Projects:					
- West Interceptor, So Collector and LS and FM	3,500,000.00	3,500,000.00		-	3,500,000.00
- East Interceptor	25,000.00	25,000.00		-	25,000.00
- Effluent Holding Pond	1,500,000.00	1,500,000.00		-	1,500,000.00
- WWTP	25,000.00	25,000.00		-	25,000.00
Transfer to General Fund					4,066.66
Transfer to Vehicle Replacement Fund					29,911.00
Total Expense	10,250,988.81	10,471,209.81	220,221.00	3,348,073.40	9,738,900.66

WATER

Revenue

Fees:

- Tap Fees
- Impact Fees
- Temporary Meter Set Fees
- Disconnect Fees

Rates:

- Base Rate
- Usage
- Penalties

TXF from Wastewater Fund

	12,000.00	12,000.00		-	-
Total Revenue	12,000.00	12,000.00	-	64,550.00	157,800.00

Expense

Administrative and General Expense:

- Regulatory Expense
- Planning and Permitting

System Operations and Maintenance:

- Routine Operations
- Non Routine Operations
- System Maintenance & Repair
- Laboratory Testing
- Supplies

Operating and Maintenance

	12,000.00	12,000.00		-	-
Total Expense	12,000.00	12,000.00	-	-	140,140.00

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	Item 1. Proposed
OPERATIONS					
Revenues					
PEC					130,000.00
ROW Fees					6,000.00
Cable					130,000.00
TX Gas Franchise Fees					3,000.00
Interest					
TXF from General Fund					50,000.00
Total Revenue	-	-	-	-	319,000.00
Expense					
Administrative and General Expense:					
- Administrative/Billing Expense					66,000.00
- Legal Fees					50,000.00
- Auditing					10,000.00
- Software					3,046.00
- IT Equipment & Support					5,640.00
Systems Operations and Maintenance:					
- Phone/Network					
- Equipment					50,000.00
- Equipment Maintenance					10,000.00
- Fleet Acquisition					45,000.00
- Fleet Maintenance					10,000.00
- Fuel					15,000.00
Other Expense					
Uniforms					5,000.00
Training					9,254.00
Dispatch					3,000.00
Salaries					398,740.00
Taxes					33,063.21
Benefits					56,988.71
Retirement					24,650.69
On Call					10,400.00
Total Expense	-	-	-	-	805,782.61
CONSOLIDATED UTILITY FUND					
Revenue					
Balance Foreward	7,626,168.13	7,651,168.13	25,000.00	6,295,794.18	6,448,663.87
Wastewater	8,949,800.78	9,105,521.78	155,721.00	3,436,393.09	8,908,965.12
Water	12,000.00	12,000.00	-	64,550.00	157,800.00
Operations	-	-	-	-	319,000.00
Total	16,587,968.91	16,768,689.91	180,721.00	9,796,737.27	15,834,428.99
Expense					
Wastewater	10,250,988.81	10,471,209.81	220,221.00	3,348,073.40	9,738,900.66
Water	12,000.00	12,000.00	-	-	140,000.00
Operations	-	-	-	-	805,782.61
Total Expense	10,262,988.81	10,483,209.81	220,221.00	3,348,073.40	10,684,683.27
Balance Fwd.	6,324,980.10	6,285,480.10	(39,500.00)	6,448,663.87	5,149,745.72
TWDB FUND					
Balance Forward	493.27	493.27	-	502.34	208.34
Revenues	6,490,000.00	6,490,000.00		289,000.00	4,420,000.00
Interest	6.00	6.00		6.00	
Total revenue	6,490,499.27	6,490,499.27		289,508.34	4,420,208.34

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	Item 1. Proposed
Expenses					
Escrow Fees	300.00	300.00		300.00	
Expenses	6,490,000.00	6,490,000.00		289,000.00	4,420,000.00
Total Expenses	6,490,300.00	6,490,300.00		289,300.00	4,420,000.00
Balance Forward	199.27	199.27		208.34	208.34
IMPACT FUND					
Bal Fwd.	2,637,434.76	2,637,434.76		2,486,508.70	4,353,863.94
Revenue					
Impact Fees	2,079,320.00	2,079,320.00		3,517,120.00	1,670,000.00
Impact Fee Deposits	-	-			
Interest Income	25,000.00	25,000.00		45,000.00	30,000.00
Total	4,741,754.76	4,741,754.76		6,048,628.70	6,053,863.94
Expense					
TXF to Debt Service 2015	711,231.76	711,231.76		711,231.76	698,498.56
TXF to Debt Service 2019	983,533.00	983,533.00		983,533.00	1,013,533.00
TXF to Debt Service 2022					2,431,563.06
Total expense	1,694,764.76	1,694,764.76		1,694,764.76	4,143,594.62
Total Bal Fwd.	3,046,990.00	3,046,990.00		4,353,863.94	1,910,269.32
DEBT SERVICE FUND 2015					
Bal Fwd.	861,673.04	861,673.04		862,629.54	849,573.10
Revenue					
TXF from Impact Fund	711,231.76	711,231.76		711,231.76	698,498.56
Interest	8,000.00	8,000.00		9,000.00	8,000.00
Total Revenue	1,580,904.80	1,580,904.80		1,582,861.30	1,556,071.66
Expenses					
Debt Payment 2015	733,288.20	733,288.20		733,288.20	711,231.76
Total Expense	733,288.20	733,288.20		733,288.20	711,231.76
Balance Fwd.	847,616.60	847,616.60		849,573.10	844,839.90
DEBT SERVICE FUND 2013					
Bal Fwd.	100,180.42	100,180.42		100,190.00	98,685.00
Revenue					
TXF from HOT	89,505.00	89,505.00		89,505.00	91,600.00
Interest	1,200.00	1,200.00		1,400.00	1,200.00
Total	190,885.42	190,885.42		191,095.00	191,485.00
Expense					
Tax Series 2013	92,410.00	92,410.00		92,410.00	89,505.00
Total Expenses	92,410.00	92,410.00		92,410.00	89,505.00
Balance Fwd.	98,475.42	98,475.42		98,685.00	101,980.00
DEBT SERVICE FUND 2019					
Bal Fwd.	976,303.11	976,303.11		978,695.96	1,015,695.96
Revenue					
TXF from Impact Fees	983,553.00	983,553.00		983,553.00	1,013,533.00
Interest	12,000.00	12,000.00		12,000.00	12,000.00
Total	1,971,856.11	1,971,856.11		1,974,248.96	2,041,228.96

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	Item 1. Proposed
Expense					
Tax Series 2019	958,553.00	958,553.00		958,553.00	983,553.00
Total Expenses	958,553.00	958,553.00		958,553.00	983,553.00
Balance Fwd.	1,013,303.11	1,013,303.11		1,015,695.96	1,057,675.96
DEBT SERVICE FUND 2022					
Bal Fwd.	-	-		-	-
Revenue					
TXF from Impact Fees	-	-		-	2,431,563.06
Interest	-	-		-	-
Total	-	-		-	2,431,563.06
Expense					
Tax Series 2022	-	-		-	1,215,163.06
Total Expenses	-	-		-	1,215,163.06
Balance Fwd.	-	-		-	1,216,400.00
PEG FUND					
Balance Fwd.	142,224.71	142,224.71		142,458.18	174,158.18
Revenues					
TWC	27,000.00	27,000.00		30,000.00	27,000.00
Interest Income	1,400.00	1,400.00		1,700.00	1,700.00
Total Revenues	170,624.71	170,624.71		174,158.18	202,858.18
Expense	-	-		-	-
Balance Fwd.	170,624.71	170,624.71		174,158.18	202,858.18
RESERVE FUND					
Balance Fwd.	1,526,195.16	1,526,195.16		1,527,374.05	1,745,374.05
Revenue					
TXF from General Fund	200,000.00	200,000.00		200,000.00	200,000.00
Interest	16,000.00	16,000.00		18,000.00	18,000.00
Total	1,742,195.16	1,742,195.16		1,745,374.05	1,963,374.05
Expense	-	-		-	-
Total Expense	-	-		-	-
Balance Fwd.	1,742,195.16	1,742,195.16		1,745,374.05	1,963,374.05
TIRZ 1					
Balance Forward	463,027.86	463,027.86		384,645.69	195,487.56
Revenues					
City AV	89,118.46	89,118.46		93,641.57	115,297.54
County AV	218,599.49	218,599.49		191,901.06	215,354.00
City for GAP Escrow	250,000.00	250,000.00		250,000.00	-
Interest Income	3,000.00	3,000.00		9,000.00	3,000.00
EPS Reimbursements	-	-		-	-
Total Revenue	1,023,745.81	1,023,745.81		929,188.32	529,139.10
Expense					
TIRZ Expense					
Project Management/Misc. Costs	48,000.00	48,000.00		20,000.00	32,000.00
Project Administration P3 Works	35,000.00	35,000.00		15,000.00	16,000.00

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	Item 1. Proposed
Legal Fees	20,000.00	20,000.00		20,000.00	12,000.00
EPS	-	-			
MAS	62,500.00	62,500.00		25,000.00	30,000.00
HDR	227,500.00	227,500.00		240,000.00	478,000.00
TJKM - Grant Writing	7,500.00	7,500.00		7,500.00	-
Buie - PR	8,500.00	8,500.00		-	-
Misc. Consulting	25,000.00	25,000.00		-	5,000.00
Creation Cost Reimbursements	-	-			
TXF to GAP Escrow	250,000.00	250,000.00		250,000.00	-
Stakeholder Reimbursement	-	156,200.76	156,200.76	156,200.76	
Total Expense	684,000.00	840,200.76	156,200.76	733,700.76	573,000.00
Balance Forward	339,745.81	183,545.05	(156,200.76)	195,487.56	(43,860.90)
TIRZ 2					
Balance Forward	244,199.12	244,199.12		346,638.50	653,178.27
Revenue					
Interest Income	400.00	400.00		3,500.00	2,000.00
City AV	111,125.78	111,125.78		114,269.93	240,664.11
County AV	254,043.81	254,043.81		232,569.38	437,211.00
Total Revenue	609,768.71	609,768.71		696,977.81	1,333,053.38
Expense					
Creation Cost Reimbursements	-	-			
Stakeholder Reimbursement	-	43,799.24	43,799.24	43,799.54	
Total Expense	-	43,799.24	43,799.24	43,799.54	-
Balance Forward	609,768.71	565,969.47	(43,799.24)	653,178.27	1,333,053.38
VEHICLE REPLACEMENT FUND					
Revenue					
Balance Forward				-	31,193.00
TXF from General Fund	25,462.00	25,462.00		25,462.00	70,326.00
TXF from DSRP	5,731.00	5,731.00		5,731.00	29,595.00
TXF from WWU	-	-		-	29,911.00
Total Revenue	31,193.00	31,193.00		31,193.00	161,025.00
Expense					
Vehicle Replacement	-	-			
Total Expense	-	-		-	-
Balance Forward	31,193.00	31,193.00		31,193.00	161,025.00

City of Dripping Springs

JUL 01 2022

Rec'd by City Secretary



City of Dripping Springs Proposed Municipal Budget Fiscal Year 2022-2023

This budget will raise more total property taxes than last year's budget by \$71,645.31, which is 3.5%, and of that amount \$369,281.03 is tax revenue to be raised from new property added to the tax roll this year.

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY Proposed Item 1.
CITY - GENERAL FUND					
Balance Forward	1,573,178.86	1,606,121.36	32,942.50	1,606,121.36	2,675,226.48
Revenue					
AD Valorem	1,983,491.97	1,983,491.97		2,047,008.72	2,118,654.02
AV P&I	4,000.00	4,000.00		8,049.50	4,000.00
Sales Tax	3,796,125.70	3,796,125.70		4,000,000.00	3,800,000.00
Mixed Beverage	60,000.00	60,000.00		85,000.00	75,000.00
Alcohol Permits	7,085.00	7,085.00		7,085.00	6,852.50
Fire Inspections	10,000.00	10,000.00		50,000.00	50,000.00
Bank Interest	40,000.00	40,000.00		85,000.00	50,000.00
Development Fees:					
- Subdivision	656,006.25	656,006.25		1,000,000.00	890,750.00
- Site Dev	239,108.41	239,108.41		367,986.99	400,000.00
- Zoning/Signs/Ord	65,000.00	65,000.00		98,000.00	65,000.00
Building Code	1,500,000.00	1,500,000.00		2,150,000.00	1,500,000.00
Transportation	-	-			
Solid Waste	40,000.00	40,000.00		40,000.00	45,000.00
Health Permits/Inspections	60,000.00	60,000.00		95,000.00	75,000.00
Municipal Court	250.00	250.00		250.00	1,000.00
Other Income	40,000.00	40,000.00		40,000.00	40,000.00
TXF from Capital Improvements	300,000.00	324,000.00	24,000.00	-	
TXF DSRP On Call	10,400.00	10,400.00		10,400.00	10,400.00
TXF from HOT	4,305.00	4,305.00		4,305.00	2,404.33
TXF from WWU					4,066.66
TXF from TIRZ				127,102.00	
FEMA	-	-		5,292.38	
CARES Act	-	-			
Coronavirus Local Fiscal Recovery Funds (CLFRF)	707,181.10	707,181.10		708,578.71	-
Total	11,096,132.29	11,153,074.79	56,942.50	12,535,179.66	11,813,354.00
Expense					
Supplies	25,000.00	25,000.00		25,000.00	30,000.00
Office IT Equipment and Support	70,890.00	70,890.00		70,890.00	101,090.00
Software Purchase, Agreements and Licenses	165,142.00	183,888.00	18,746.00	184,000.00	200,013.00
Website	6,625.00	6,625.00		6,625.00	6,625.00
Communications Network/Phone	31,000.00	31,000.00		31,000.00	36,830.84
Miscellaneous Office Equipment	6,000.00	6,000.00		6,000.00	6,000.00
Utilities:					
- Street Lights	20,000.00	20,000.00		20,000.00	20,000.00
- Streets Water	4,000.00	4,000.00		3,500.00	4,000.00
- Office Electric	4,500.00	4,500.00		5,000.00	5,500.00
- Office Water	650.00	650.00		650.00	650.00
- Stephenson Electric	1,500.00	1,500.00		1,200.00	1,500.00
- Stephenson Water	500.00	500.00		500.00	500.00
Transportation:					
- Improvement Projects	775,000.00	775,000.00		400,000.00	1,096,332.00
- Street & ROW Maintenance	184,250.00	184,250.00		184,250.00	204,050.00
- Street Improvements	592,087.25	592,087.25		592,087.25	400,000.00
Office Maintenance/Repairs	11,060.00	11,060.00		11,060.00	18,510.00
Stephenson Building & Lawn Maintenance	5,500.00	5,500.00		2,000.00	6,000.00
Maintenance Equipment	47,878.00	47,878.00		47,878.00	97,500.00
Equipment Maintenance	3,000.00	3,000.00		3,000.00	5,500.00
Maintenance Supplies	4,600.00	4,600.00		4,600.00	5,100.00
Fleet Acquisition	196,700.00	196,700.00		196,700.00	110,000.00
Fleet Maintenance	18,800.00	28,800.00	10,000.00	28,800.00	44,180.00
City Hall Improvements	5,000.00	5,000.00		5,000.00	300,000.00
Uniforms	7,760.00	7,760.00		7,760.00	12,310.00

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY Proposed	Item 1.
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	10,000.00	10,000.00		10,000.00	5,000.00	
- Records Management	1,220.00	1,220.00		720.00	1,220.00	
- Government Affairs	-	-			60,000.00	
- Stephenson Parking Lot Improvements	-	-				
- Stephenson Building Rehabilitation	14,000.00	14,000.00		14,000.00	10,000.00	
- OFR Grant Writer	7,500.00	7,500.00		-	-	
- Planning Consultant	175,000.00	175,000.00		175,000.00	250,000.00	
- Land Acquisition	10,000.00	10,000.00			10,000.00	
- Downtown Bathroom	100,000.00	100,000.00			200,000.00	
- City Hall Planning					30,000.00	
Public Safety:						
- Emergency Management Equipment	50,970.00	50,970.00		50,970.00	42,690.00	
- Emergency Equipment Fire & Safety	2,118.00	2,118.00		1,500.00	611.00	
- Emergency Mgt PR	2,000.00	2,000.00		2,000.00	2,000.00	
- Emergency Equipment Maintenance & Service	5,860.00	5,860.00		5,860.00	11,702.00	
- Emergency Management Other					30,000.00	
- Animal Control	3,400.00	3,400.00		3,400.00	3,400.00	
Public Relations	7,488.00	8,988.00	1,500.00	8,988.00	5,200.00	
Postage	3,200.00	3,200.00		3,200.00	3,200.00	
TML Insurance:						
- Liability	20,850.00	20,850.00		20,850.00	25,000.00	
- Property	34,646.00	34,646.00		39,000.00	41,000.00	
- Workers' Comp	25,000.00	25,000.00		25,000.00	25,000.00	
Dues, Fees, Subscriptions	30,000.00	30,000.00		30,000.00	41,337.95	
Public Notices	6,000.00	6,000.00		6,000.00	6,000.00	
City Sponsored Events	5,000.00	5,000.00		5,000.00	5,000.00	
Election	8,000.00	8,000.00		1,000.00	8,000.00	
Salaries	2,249,643.70	2,263,243.70	13,600.00	2,065,000.00	2,644,355.85	
Taxes	180,413.74	181,706.14	1,292.40	165,352.59	211,365.22	
Benefits	238,768.10	238,768.10		217,278.97	278,432.53	
Retirement	133,118.97	133,118.97		121,138.26	158,168.37	
DSRP Salaries	376,654.59	376,654.59		350,000.00	515,070.52	
DSRP Taxes	30,032.28	30,032.28		27,930.02	41,172.17	
DSRP Benefits	54,436.25	54,436.25		50,625.71	73,155.45	
DSRP Retirement	19,323.28	19,323.28		19,000.00	29,210.32	
Professional Services:						
- Financial Services	115,000.00	115,000.00		28,000.00	35,000.00	
- Engineering	70,000.00	94,000.00	24,000.00	94,000.00	70,000.00	
- Special Counsel and Consultants	59,000.00	44,107.60	(14,892.40)	44,107.60	55,800.00	
- Muni Court	15,500.00	15,500.00		15,500.00	15,500.00	
- Bldg. Inspector	750,000.00	750,000.00		1,720,000.00	750,000.00	
- Fire Inspector				40,000.00	40,000.00	
- Health Inspector	50,000.00	50,000.00		70,000.00	50,000.00	
- Architectural and Landscape Consultants	5,000.00	5,000.00		4,000.00	5,000.00	
- Historic District Consultant	3,500.00	3,500.00		3,500.00	3,500.00	
- Lighting Consultant	1,000.00	1,000.00		1,000.00	1,000.00	
- Human Resource Consultant	10,000.00	10,000.00		12,500.00	15,000.00	
Training/CE	83,623.90	83,623.90		83,623.90	92,892.04	
Code Publication	5,350.00	5,350.00		7,500.00	8,000.00	
Mileage	2,000.00	2,000.00		1,500.00	2,000.00	
Miscellaneous Office Expense	10,000.00	10,000.00		10,000.00	10,000.00	
Bad Debt Expense	5,000.00	5,000.00		-	-	
Contingencies/Emergency Fund	50,000.00	50,000.00		35,000.00	50,000.00	
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	56,146.39	56,146.39	60,000.00		

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY Proposed Item 1.
TXF to Reserve Fund	200,000.00	200,000.00		300,000.00	300,000.00
TXF AV to TIF	200,244.23	200,244.23		207,963.66	437,849.40
TXF to TIRZ	250,000.00	250,000.00		250,000.00	-
Sales Tax TXF to WWU	759,225.14	759,225.14		800,000.00	760,000.00
SPA & ECO D TXF	218,656.84	218,656.84		230,400.00	218,880.00
TXF to DSRP	75,000.00	178,000.00	103,000.00	178,000.00	275,884.04
TXF to Capital Improvement Fund	-	-			
TXF to Vehicle Replacement Fund	25,462.00	25,462.00		25,462.00	32,725.00
TXF to WWU	-	155,721.00	155,721.00	155,721.00	
TXF to Founders Day	-	13,000.00	13,000.00	13,000.00	
TXF to Farmers Market				3,657.83	15,249.56
Total	8,964,647.27	9,346,760.66	382,113.39	9,659,749.79	10,732,772.26

PARKS - GENERAL FUND

Revenue

Sponsorships and Donations	7,800.00	10,496.00	2,696.00	5,000.00	2,000.00
City Sponsored Events	1,227.00	1,227.00		-	3,000.00
Programs and Events	5,000.00	18,800.00	13,800.00	12,500.00	8,000.00
Community Service Permit Fees	4,400.00	4,400.00		1,500.00	1,800.00
Aquatics Program Income	85,800.00	85,800.00		27,000.00	29,400.00
Pool and Pavilion Rental	16,800.00	16,800.00		2,500.00	16,950.00
Park Rental Fees	5,350.00	5,350.00		5,350.00	5,950.00
Reimbursement of Utility Costs	8,000.00	8,000.00		2,014.95	-
TXF from HOT Fund	2,000.00	2,000.00		-	159,000.00
TXF from Parkland Dedication	113,462.80	113,462.80		111,462.80	107,000.00
TXF from Parkland Development	111,731.40	121,731.40	10,000.00	5,832.00	
TXF from Landscaping Fund	4,000.00	4,000.00		4,000.00	1,000.00
TXF from Contingency Funds	-	-			
TXF from DSRP	-	-			
TXF from CLFRF	-	-		-	160,570.49
Total Revenue	365,571.20	392,067.20	26,496.00	177,159.75	494,670.49

Expense

Other	11,500.00	11,500.00		11,500.00	11,500.00
Park Consultants	-	10,000.00	10,000.00	11,012.00	10,000.00
Dues Fees and Subscriptions	1,337.50	1,337.50		2,275.00	1,464.50
Advertising & Marketing	6,500.00	6,500.00		7,000.00	11,250.00
DS Ranch House Furniture & Equipment	-	-			-
Total Other	19,337.50	29,337.50	10,000.00	31,787.00	34,214.50

Public Improvements

All Parks	-	32,942.50	32,942.50	32,942.50	6,500.00
Triangle Improvement	2,000.00	2,000.00		-	9,000.00
Rathgeber Improvements	-	-			100,000.00
Founders Park	67,731.40	67,731.40		67,731.40	144,410.00
Founders Pool					1,500.00
Skate Park					75,000.00
S & R Park	-	-			150,000.00
Charro Ranch Park	1,800.00	1,800.00		1,800.00	1,000.00
DS Ranch Park	-	-			
Total Improvements	71,531.40	104,473.90	32,942.50	102,473.90	487,410.00

Utilities

Portable Toilets	5,000.00	5,000.00		7,800.00	7,250.00
Triangle Electric	500.00	500.00		500.00	500.00
Triangle Water	500.00	500.00		500.00	1,000.00
S&R Park Water	14,500.00	14,500.00		13,000.00	13,000.00

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY Proposed	<i>Item 1.</i>
SRP Electric	1,200.00	2,500.00	1,300.00	3,250.00	2,500.00	
FMP Pool/ Pavilion Water	6,000.00	6,000.00		6,000.00	6,000.00	
FMP Pool//Electricity	4,500.00	4,500.00		7,250.00	7,250.00	
Pool Phone/Network	1,500.00	1,500.00		1,675.00	1,650.00	
FMP Pool Propane	20,000.00	20,000.00		15,000.00	20,000.00	
DS Ranch Park Electricity	500.00	500.00		-	-	
DS Ranch Park Phone/Network	500.00	500.00		-	-	
DS Ranch Park Septic	-	-		-	-	
Total Utilities	54,700.00	56,000.00	1,300.00	54,975.00	59,150.00	
Maintenance						
General Maintenance (All Parks)	1,000.00	1,000.00		1,000.00	1,000.00	
Trail Washout repairs	-	-		-	-	
Equipment Rental	1,000.00	1,000.00		1,000.00	1,000.00	
Founders Pool	28,240.00	28,240.00		6,000.00	16,000.00	
Founders Park	-	-		22,240.00	50,740.00	
Skate Park Maintenance					500.00	
S&R	51,920.00	56,519.00	4,599.00	56,519.00	31,420.00	
Charro Ranch Park	7,700.00	7,700.00		7,700.00	7,250.00	
Triangle/ Veteran's Memorial Park	700.00	700.00		700.00	700.00	
DSRP	-	-		-	-	
Rathgeber Maintenance	-	-		-	900.00	
Total Maintenance	90,560.00	95,159.00	4,599.00	95,159.00	109,510.00	
Supplies						
General Parks	3,000.00	3,000.00		3,000.00	8,550.00	
Charro Ranch Supplies		1,500.00		1,500.00	1,500.00	
Founders Park Supplies	43,375.00	43,375.00		43,375.00		
Founders Pool Supplies	-	-		-	24,705.00	
Program and Events	1,500.00	13,740.00	12,240.00	5,190.00	20,050.00	
DSRP & Ranch House Supplies	-	-		-	-	
S&R Supplies	400.00	400.00		400.00	400.00	
Total Supplies	48,275.00	62,015.00	12,240.00	53,465.00	55,205.00	
Program Staff						
Camp Staff	-	-		-	-	
Program Event Staff	2,500.00	2,500.00		2,500.00	13,400.00	
Aquatics Staff	70,591.24	70,591.24		70,591.24	77,043.15	
Total Staff Expense	73,091.24	73,091.24		73,091.24	90,443.15	
Total Parks Expenditures	357,495.14	420,076.64	61,081.50	410,951.14	835,932.65	
FOUNDERS DAY - GENERAL FUND						
Balance Fwd.	19,313.52	19,313.52		19,313.52	33,588.01	
Revenue						
Craft booths/Business Booths	6,500.00	6,500.00		6,255.81	6,250.00	
Food booths	1,100.00	1,100.00		1,312.50	1,100.00	
BBQ cookers	4,600.00	4,600.00		4,837.50	4,600.00	
Carnival	9,500.00	9,500.00		13,585.46	10,000.00	
Parade	3,750.00	3,750.00		3,975.00	3,750.00	
Sponsorship	70,000.00	70,000.00		85,750.00	82,500.00	
Parking concession	1,700.00	1,700.00		3,299.22	1,700.00	
Electric	2,400.00	2,400.00		3,100.00	3,000.00	
Misc.	-	-		-	-	
TXF from General Fund	-	13,000.00	13,000.00	13,000.00		
Total	118,863.52	131,863.52	13,000.00	154,429.01	146,488.01	

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY Proposed	Item 1.
Expense						
Publicity	8,500.00	8,500.00		9,551.14	9,500.00	
Porta-Potties	7,150.00	7,150.00		10,019.00	12,000.00	
Security	20,000.00	33,000.00	13,000.00	41,967.98	32,500.00	
Health, Safety & Lighting					15,500.00	
Transportation					4,500.00	
Barricades/Traffic Plan	19,874.00	19,874.00		14,819.72	19,000.00	
Bands/Music/Sound	15,000.00	15,000.00		13,950.00	22,500.00	
Clean Up	5,060.00	5,060.00		5,500.00	5,500.00	
FD Event Supplies	7,000.00	7,000.00		4,538.38	5,000.00	
Sponsorship	5,000.00	5,000.00		5,551.97	6,000.00	
Parade	650.00	650.00		815.12	650.00	
Tent, Tables & Chairs	4,500.00	4,500.00		6,671.08	4,000.00	
Electricity	1,800.00	1,800.00		1,843.34	1,800.00	
FD Electrical Setup	4,600.00	4,600.00		-	4,600.00	
Contingencies	416.00	416.00		5,613.27	3,438.01	
Total expenses	99,550.00	112,550.00	13,000.00	120,841.00	146,488.01	
Balance Fwd.	19,313.52	19,313.52	-	33,588.01	-	

CONSOLIDATED GENERAL FUND

Revenue						
City	11,096,132.29	11,153,074.79	56,942.50	12,535,179.66	11,813,354.00	
Parks	365,571.20	392,067.20	26,496.00	177,159.75	494,670.49	
Founders	118,863.52	131,863.52	13,000.00	154,429.01	146,488.01	
Total	11,580,567.01	11,677,005.51	96,438.50	12,866,768.42	12,454,512.50	
Expense						
City	8,964,647.27	9,346,760.66	382,113.39	9,659,749.79	10,732,772.26	
Parks	357,495.14	420,076.64	61,081.50	410,951.14	835,932.65	
Founders	99,550.00	112,550.00	13,000.00	120,841.00	146,488.01	
Total Expense	9,421,692.41	9,879,387.30	456,194.89	10,191,541.93	11,715,192.92	
Balance Fwd.	2,158,874.60	1,797,618.21	(359,756.39)	2,675,226.48	739,319.58	

DRIPPING SPRINGS FARMERS MARKET

Balance Forward	21,835.14	57,773.34	35,938.20	57,773.34	44,678.06	
Revenue						
FM Sponsor	1,000.00	5,000.00	4,000.00	3,445.00	5,000.00	
Grant Income	1,000.00	1,000.00		1,000.00	1,000.00	
Booth Space	42,000.00	42,000.00		42,000.00	54,600.00	
Applications	2,650.00	1,000.00	(1,650.00)	1,000.00	750.00	
Membership Fee	-	1,650.00	1,650.00	-	2,600.00	
Interest Income	500.00	500.00		85.00	200.00	
Market Event/Merch.	500.00	1,000.00	500.00	1,000.00	1,000.00	
Transfer from General Fund				3,657.83	15,249.56	
Total	69,485.14	109,923.34	40,438.20	109,961.17	125,077.62	
Expense						
Advertising	2,600.00	2,600.00		2,600.00	3,000.00	
Market Manager	36,884.80	36,884.80		39,195.64	52,679.65	
Market Specialist	-	-		1,672.65		
Payroll Tax Expense	3,073.69	3,073.69		3,265.77	4,281.99	
DSFM Benefits	7,608.13	7,608.13		8,602.54	8,125.04	
Retirement	2,213.09	2,213.09		2,373.59	3,173.95	
Entertainment& Activities	1,000.00	1,000.00		1,300.00	3,000.00	
Dues Fees & Subscriptions	200.00	200.00		200.00	200.00	
Market Event	500.00	500.00		-	500.00	
Training	200.00	200.00		-	200.00	

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY Proposed	<i>Item 1.</i>
Office Expense	100.00	100.00		50.00	300.00	
Supplies Expense	400.00	3,845.00	3,445.00	4,350.00	4,000.00	
Network & Phone				247.92	252.00	
Other Expense	200.00	200.00		1,425.00	2,600.00	
Capital Fund	-	-			-	
Contingency Fund	500.00	500.00			500.00	
Transfer to Reserve Fund					35,000.00	
Total Expense	55,479.71	58,924.71	3,445.00	65,283.11	117,812.63	
Balance Forward	14,005.43	50,998.63	36,993.20	44,678.06	7,264.99	
PARKLAND DEDICATION FUND						
Balance Forward	113,774.72	113,774.72		113,774.72	109,522.41	
Revenue						
Parkland Fees	-	-		107,210.49	-	
Total Revenue	113,774.72	113,774.72		220,985.21	109,522.41	
Expense						
Park Improvements	113,462.80	113,462.80		111,462.80	107,000.00	
TXF to AG Facility	-	-				
Master Naturalists	-	-				
Total Expenses	113,462.80	113,462.80		111,462.80	107,000.00	
Balance Forward	311.92	311.92		109,522.41	2,522.41	
PARKLAND DEVELOPMENT FUND						
Balance Forward	-	-		-	-	
Revenue						
Parkland Development Fees	161,000.00	161,000.00		5,832.00		
Total Revenue	161,000.00	161,000.00		5,832.00	-	
Expense						
Transfer to Parks	111,731.40	121,731.40	10,000.00	5,832.00		
Total Expenses	111,731.40	121,731.40	10,000.00	5,832.00	-	
Balance Forward	49,268.60	39,268.60		-	-	
AG FACILITY FUND						
Balance Fwd.	-	-		-	-	
Revenue						
Ag Facility Fees	37,065.00	37,065.00		875.00	47,495.00	
Total Revenues	37,065.00	37,065.00		875.00	47,495.00	
Expense						
TXF to DSRP	37,065.00	37,065.00		875.00	47,495.00	
Total Expense	37,065.00	37,065.00		875.00	47,495.00	
Balance Fwd.	-	-		-	-	
LANDSCAPING FUND						
Balance Fwd.	108,260.55	108,260.55		108,260.55	468,342.55	
Revenue						
Tree Replacement Fees	-	-		371,340.00		
Total Revenues	108,260.55	108,260.55		479,600.55	468,342.55	
Expense						
Sports and Rec Park	2,000.00	2,000.00		2,000.00	-	
DSRP	-	-				
FMP	2,000.00	2,000.00		2,000.00	-	
Charro	1,000.00	1,000.00		1,000.00	1,000.00	

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY Proposed	Item 1.
Historic Districts	3,850.00	3,958.00	108.00	3,958.00	25,000.00	
Professional Services	2,000.00	2,000.00		-	-	
City Hall Lawn and Tree Maintenance	1,300.00	1,300.00	2,300.00	2,300.00	2,300.00	
Total Expense	12,150.00	12,258.00	2,408.00	11,258.00	28,300.00	
Balance Fwd.	96,110.55	96,002.55	(2,408.00)	468,342.55	440,042.55	

SIDEWALK FUND

Balance Fwd.	16,056.00	16,056.00		16,056.00	16,056.00	
Revenue						
Fees	-	-		-	-	
Total Revenues	16,056.00	16,056.00		16,056.00	16,056.00	
Expense						
Expense	16,056.00	16,056.00		-	-	
Total Expense	16,056.00	16,056.00		-	-	
Balance Fwd.	-	-		16,056.00	16,056.00	

DRIPPING SPRINGS RANCH PARK OPERATING FUND

Balance Forward	2,101.84	2,101.84		63,118.23	107,863.54	
Revenue						
Stall Rentals	39,200.00	39,200.00		40,103.19	37,200.00	
RV/Camping Site Rentals	19,000.00	19,000.00		28,000.00	19,000.00	
Facility Rentals	135,500.00	135,500.00		135,000.00	113,500.00	
Equipment Rental	5,000.00	5,000.00		2,500.00	6,000.00	
Sponsorships & Donations	136,275.00	52,275.00	(84,000.00)	16,250.00	52,275.00	
Merchandise Sales	21,300.00	21,300.00		17,162.00	21,065.20	
Riding Permits	10,000.00	10,000.00		10,000.00	9,500.00	
Staff & Misc. Fees	4,000.00	4,000.00		4,000.00	4,000.00	
Cleaning Fees	25,000.00	25,000.00		25,000.00	25,000.00	
General Program and Events:	84,275.00	-	(84,275.00)			
- Riding Series	-	84,000.00	84,000.00	65,000.00	82,000.00	
- Coyote Camp	-	74,925.00	74,925.00	80,000.00	137,000.00	
- Misc. Events	-	9,350.00	9,350.00	9,350.00	2,000.00	
- Programing					15,100.00	
- Concert Series						
Other Income	4,000.00	4,000.00		625.00	500.00	
Interest	600.00	600.00		1,000.00	600.00	
TXF from Ag Facility	37,065.00	37,065.00		875.00	47,495.00	
TXF from HOT	253,501.87	335,701.87	82,200.00	335,701.87	395,000.00	
TXF for RV/ Parking Lot HOT	-	47,800.00	47,800.00	47,800.00		
TXF from General Fund	75,000.00	178,000.00	103,000.00	178,000.00		
TXF from Landscape Fund	-	-				
TXF from General Fund CLFRF	-	-			275,884.04	
Total Revenue	851,818.71	1,084,818.71	233,000.00	1,059,485.29	1,350,982.78	
Expense						
Advertising	-	-			17,750.00	
Office Supplies	10,000.00	10,000.00		7,500.00	10,000.00	
Postage	100.00	100.00		30.00	-	
DSRP On Call	10,400.00	10,400.00		10,400.00	10,400.00	
Camp Staff	64,054.20	64,054.20		64,054.20	108,246.48	
Network and Communications	56,304.00	56,304.00		61,500.00	11,316.40	
Co-Sponsored Events	34,800.00	5,050.00	(29,750.00)	5,050.00	7,900.00	
Sponsorship Expenses	-	2,050.00	2,050.00	750.00	2,100.00	
Supplies and Materials	21,000.00	21,000.00		21,000.00	25,500.00	

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY Proposed	<i>Item 1.</i>
Ranch House Supplies	1,000.00	1,000.00		2,000.00	1,000.00	
Dues, Fees and Subscriptions	9,561.94	9,561.94		20,000.00	5,127.50	
Mileage	500.00	500.00		500.00	500.00	
Equipment	26,922.00	26,922.00		3,000.00	294,250.00	
House Equipment	-	-				
Equipment Rental	2,000.00	2,000.00		1,000.00		
Equipment Maintenance	16,000.00	16,000.00		20,000.00		
Portable Toilets	5,953.40	5,953.40		1,000.00	2,500.00	
Electric	60,000.00	60,000.00		82,000.00	60,000.00	
Water	7,000.00	7,000.00		10,250.00	7,000.00	
Septic	750.00	750.00		750.00	750.00	
Propane/Natural Gas	2,500.00	2,500.00		6,500.00	2,500.00	
On Call Phone	2,060.00	2,060.00		2,060.00	501.60	
Alarm	1,112.40	1,112.40		2,175.00	6,660.00	
Stall Cleaning & Repair	2,000.00	2,000.00		1,200.00	4,000.00	
Training and Education	400.00	400.00		400.00	9,500.00	
General Program and Events:	13,950.00	-	(13,950.00)			
- Riding Series	-	32,000.00	32,000.00	32,000.00	32,000.00	
- Coyote Camp	-	8,250.00	8,250.00	13,250.00	16,000.00	
- Misc. Events	-	6,400.00	6,400.00	6,400.00	700.00	
- Programing					8,000.00	
- Concert Series						
Other Expense	20,000.00	20,000.00		20,000.00	20,000.00	
Improvements	151,500.00	316,700.00	165,200.00	316,700.00	345,000.00	
Tree Planting	-	-				
Contingencies	50,000.00	50,000.00		30,000.00	50,000.00	
Fleet Acquisition	15,000.00	15,000.00		15,000.00	-	
Fleet Maintenance	2,500.00	2,500.00		2,500.00	5,500.00	
General Maintenance and Repair	96,828.92	111,828.92	15,000.00	86,828.92	184,800.00	
Grounds and General Maintenance	21,690.00	21,690.00		21,690.00	21,690.00	
House Maintenance	1,000.00	1,000.00		6,000.00	10,000.00	
HCLE	13,200.00	13,200.00		13,200.00	13,200.00	
Merchandise	11,402.63	11,402.63		11,402.63	10,500.00	
RV/Parking Lot	-	47,800.00	47,800.00	47,800.00		
TXF to Vehicle Replacement Fund	5,731.00	5,731.00		5,731.00	5,962.00	
Total Expenses	737,220.49	970,220.49	233,000.00	951,621.75	1,310,853.98	
Total Bal Fwd.	114,598.22	114,598.22	-	107,863.54	40,128.80	

HOTEL OCCUPANCY TAX FUND

Balance Fwd.	119,311.87	182,111.87	62,800.00	261,319.95	213,952.08	
Revenues						
Hotel Occupancy Tax	500,000.00	600,000.00	100,000.00	700,000.00	700,000.00	
Interest	1,500.00	1,500.00		120.00	240.00	
Total	620,811.87	783,611.87	162,800.00	961,439.95	914,192.08	

Expenses						
Advertising	3,505.00	3,505.00		3,505.00	2,100.00	
Christmas Lighting Displays	15,000.00	15,000.00		12,176.00	45,000.00	
City Sponsored Events	-	-				
Historic Districts Marketing	2,800.00	2,800.00		2,800.00	2,800.00	
Signage	28,800.00	28,800.00		28,800.00	11,560.00	
Arts					20,000.00	
Lighting					150,000.00	
Dues and Fees	8,000.00	8,000.00		7,500.00	8,000.00	
TXF to Debt Service	89,505.00	89,505.00		89,505.00	91,600.00	
RV/ Parking Lot	-	47,800.00	47,800.00	47,800.00		
TXF to General Fund	-	-			2,400.00	

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY Proposed Item 1.
TXF to Event Center	253,501.87	335,701.87	82,200.00	335,701.87	395,000.00
Grants	219,700.00	219,700.00		219,700.00	291,198.00
Total expenses	620,811.87	750,811.87	130,000.00	747,487.87	1,019,662.33
Balance Fwd.	-	32,800.00	32,800.00	213,952.08	(105,470.25)

WASTEWATER UTILITY FUND

Balance Fwd.	7,626,168.13	7,651,168.13	25,000.00	6,295,794.18	6,524,007.32
Revenue					
TXF from TWDB	6,520,000.00	6,520,000.00		289,000.00	4,420,000.00
Wastewater Service	945,095.04	945,095.04		1,202,123.09	1,285,365.12
Late Fees/Rtn check fees	9,480.00	9,480.00		17,481.99	9,600.00
Portion of Sales Tax	759,225.14	759,225.14		800,000.00	760,000.00
Delayed Connection Fees	157,850.00	157,850.00		34,628.57	5,000.00
Line Extensions	-	-			
Solid Waste	-	-			
PEC	130,000.00	130,000.00		150,000.00	130,000.00
ROW Fees	6,000.00	6,000.00		6,000.00	6,000.00
Cable	130,000.00	130,000.00		150,000.00	130,000.00
TX Gas Franchise Fees	3,000.00	3,000.00		3,609.11	3,000.00
Transfer fees	9,600.00	9,600.00		9,205.71	9,000.00
Over use fees	134,550.60	134,550.60		109,058.62	150,000.00
Reuse Fees	-	-			
FM 150 WWU Line Reimbursement	60,000.00	60,000.00		2,000.00	60,000.00
Interest	50,000.00	50,000.00		70,000.00	50,000.00
Other Income	35,000.00	35,000.00		35,000.00	35,000.00
Water Income	-	-			
Developer Reimbursed Costs				402,565.00	2,175,000.00
TXF from General Fund	-	155,721.00	155,721.00	155,721.00	
Total Revenues	16,575,968.91	16,756,689.91	180,721.00	9,732,187.27	15,751,972.44

Expense

Administrative and General Expense:

- Administrative/Billing Expense	47,000.00	47,000.00		67,000.00	66,000.00
- Legal Fees	35,000.00	35,000.00		50,000.00	50,000.00
- Auditing	10,000.00	10,000.00		10,000.00	10,000.00
- Regulatory Expense	3,500.00	3,500.00		4,125.00	4,250.00
- Planning and Permitting	50,000.00	50,000.00		60,000.00	7,500.00
- Software	-	34,221.00	34,221.00	34,221.00	3,046.00
- IT Equipment & Support					5,640.00
Engineering:					
- Engineering & Surveying	-	-			
- Construction Phase Services HR TEFS 1873-001	30,000.00	30,000.00		-	35,000.00
- Misc. Planning/Consulting 1431-001	20,000.00	20,000.00		41,500.00	20,000.00
- 2nd Amendment CIP 1881-001	12,500.00	17,000.00	4,500.00	10,230.00	30,000.00
- Sewer Planning CAD 1971-001	15,000.00	15,000.00		2,000.00	15,000.00
- Water Planning 1982-001	15,000.00	15,000.00		2,100.00	15,000.00
- FM 150 WWU Line 1989-001	60,000.00	60,000.00		2,000.00	60,000.00
- Parallel West Interceptor Design& Cost	-	-			
- Caliterra Plan Review & construction Phase Services 1'	35,000.00	35,000.00		11,919.00	35,000.00
- HR Treated Effluent Fill Station 1873-001	30,000.00	30,000.00			
- TLAP Renewal application 1732-001	-	-		36,477.00	50,000.00
- Arrowhead PR & Const. Phase Services - 1967-001				4,255.00	10,000.00
- Heritage PID PR & Cons. Phase Services - 1734-001				55,965.00	75,000.00
- Double L Planning & Const. Phase Services - 1743-001				17,788.00	50,000.00
- Cannon Tract - 1842-001				21,798.00	40,000.00

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY Proposed	Item 1.
- Driftwood 522 PR & Const. Phase Services - 1900-001				73,097.00	60,000.00	
- Big Sky PR & Const Phase Services - 1913-001				24,834.00	60,000.00	
- Driftwood Creek PR & Const Phase Services - 1917-001				55,327.00	45,000.00	
- Cannon/Cynosure/Double L Water CCN App. - 2007-001				7,498.00	5,000.00	
- Cynosure-Wild Ridge - 2009-001				11,400.00	20,000.00	
- TLAP Renewal application						
Dues, Fees and Subscriptions	-	-		-	-	
TXF to Water Fund	12,000.00	12,000.00		-	-	
TXF to Vehicle Replacement Fund	-	-				
Operations and Maintenance:						
- Routine Operations	70,000.00	70,000.00		70,000.00	70,000.00	
- Non Routine Operations	65,000.00	90,000.00	25,000.00	90,000.00	78,000.00	
- System Maintenance & Repair	20,000.00	137,500.00	117,500.00	137,500.00	24,000.00	
- Chlorinator Maintenance	2,500.00	2,500.00		2,500.00	3,000.00	
- Chlorinator Alarm	1,000.00	1,000.00		1,000.00	1,000.00	
- Odor Control	16,500.00	16,500.00		6,000.00	20,000.00	
- Meter Calibrations	2,100.00	2,100.00		2,100.00	2,100.00	
- Lift Station Cleaning	12,600.00	12,600.00		20,000.00	21,000.00	
- Jet Cleaning Collection lines	19,000.00	19,000.00		19,000.00	22,800.00	
- Drip Field Lawn Maintenance	10,000.00	10,000.00		5,000.00	10,000.00	
- Drip Field Maint & Repairs	15,000.00	15,000.00		15,000.00	20,000.00	
- Drip Field Meter Box Replacement				-	5,000.00	
- Lift Station repairs	28,000.00	28,000.00		28,000.00	21,000.00	
- Autodialer Replacement				-	15,000.00	
- Lift Station Preventative Maintenance				-	7,000.00	
- WWTP Repairs/Pump Repairs	41,000.00	41,000.00		41,000.00	45,000.00	
- Chemicals	9,600.00	9,600.00		9,600.00	12,000.00	
- Electricity	73,500.00	73,500.00		78,000.00	80,000.00	
- Laboratory Testing	25,000.00	25,000.00		20,000.00	25,000.00	
- Sludge Hauling	80,000.00	80,000.00		100,000.00	130,000.00	
- Phone/Network	8,904.00	8,904.00		8,904.00	9,000.00	
- Supplies	10,000.00	45,000.00	35,000.00	45,000.00	20,000.00	
- Equipment	123,240.00	123,240.00		23,240.00	50,000.00	
- Equipment Maintenance	-	-		2,000.00	5,000.00	
- Fleet Acquisition	46,400.00	46,400.00		40,000.00	200,000.00	
- Fleet Maintenance	1,200.00	1,200.00		1,000.00	5,000.00	
- Fuel	5,000.00	5,000.00		5,000.00	15,000.00	
- Wastewater Flow Measurement	9,000.00	9,000.00		9,000.00	9,000.00	
- Backwash Flow Meter & Check valve				-	22,000.00	
- Arrowhead Plant Operations					148,225.00	
- Big Sky Plant Operations					69,948.00	
Other Expense	52,000.00	56,000.00	4,000.00	56,000.00	17,000.00	
Uniforms	2,800.00	2,800.00		2,800.00	5,000.00	
Training	8,000.00	8,000.00		8,000.00	9,254.00	
Dispatch	3,000.00	3,000.00		3,000.00	3,000.00	
Salaries	246,000.00	246,000.00		191,000.00	398,740.00	
Taxes	20,622.60	20,622.60		16,085.63	33,063.21	
Benefits	30,738.21	30,738.21		23,975.80	56,988.71	
Retirement	15,384.00	15,384.00		11,999.52	24,650.69	
On Call	10,400.00	10,400.00		10,400.00	10,400.00	
Capital Projects:						
- Road Reconstruction	10,000.00	10,000.00		5,000.00		
- HRTreated Effluent Fill Station	125,000.00	125,000.00		-	200,000.00	
- Parallel West Interceptor	1,600,000.00	1,600,000.00		-	-	
- Arrowhead Drain Field					1,800,000.00	
Other:						
- Reimbursement to Caliterra Oversize of West Intercept	500,000.00	500,000.00		500,000.00		

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY Proposed Item 1.
TWDB Engineering:					
- West Interceptor, SC, LS, FM and TE line 1950-001	215,000.00	215,000.00		53,724.00	250,000.00
- East Interceptor 1951-001	300,000.00	300,000.00		100,907.00	400,000.00
- Effluent HP 1952-001	150,000.00	150,000.00		60,125.00	200,000.00
- Reclaimed Water Facility 1953-001	15,000.00	15,000.00		2,000.00	15,000.00
- WWTP Design Assistance	37,500.00	37,500.00			
- So Regional WW System Exp P&M 1923-001	30,000.00	30,000.00		20,785.00	30,000.00
Miscellaneous:					
- Consultants and Legal	760,000.00	760,000.00		760,000.00	175,000.00
TWDB Capital Projects:					
- West Interceptor, So Collector and LS and FM	3,500,000.00	3,500,000.00		-	3,500,000.00
- East Interceptor	25,000.00	25,000.00		-	25,000.00
- Effluent Holding Pond	1,500,000.00	1,500,000.00		-	1,500,000.00
- WWTP	25,000.00	25,000.00		-	25,000.00
Transfer to General Fund					4,066.66
Transfer to Vehicle Replacement Fund					15,432.00
Total Expense	10,250,988.81	10,471,209.81	220,221.00	3,208,179.95	10,634,104.27
Balance Forward	6,324,980.10	6,285,480.10	(39,500.00)	6,524,007.32	5,117,868.17
WATER					
Revenue					
TXF from Wastewater Fund	12,000.00	12,000.00		12,000.00	
Total Revenue	12,000.00	12,000.00		12,000.00	
Expense					
Operating and Maintenance	12,000.00	12,000.00		12,000.00	
Total Expense	12,000.00	12,000.00		12,000.00	-
Balance Forward	-	-		-	-
TWDB FUND					
Balance Forward	493.27	493.27	-	502.34	208.34
Revenues	6,490,000.00	6,490,000.00			
Interest	6.00	6.00		6.00	
Total revenue	6,490,499.27	6,490,499.27		508.34	208.34
Expenses					
Escrow Fees	300.00	300.00		300.00	
Expenses	6,490,000.00	6,490,000.00			
Total Expenses	6,490,300.00	6,490,300.00		300.00	-
Balance Forward	199.27	199.27		208.34	208.34
IMPACT FUND					
Bal Fwd.	2,637,434.76	2,637,434.76		2,486,508.70	4,336,743.94
Revenue					
Impact Fees	2,079,320.00	2,079,320.00		3,500,000.00	1,670,000.00
Impact Fee Deposits	-	-			
Interest Income	25,000.00	25,000.00		45,000.00	30,000.00
Total	4,741,754.76	4,741,754.76		6,031,508.70	6,036,743.94
Expense					
TXF to Debt Service 2015	711,231.76	711,231.76		711,231.76	698,498.56
TXF to Debt Service 2019	983,533.00	983,533.00		983,533.00	1,013,533.00
TXF to Debt Service 2022					2,431,563.06
Total expense	1,694,764.76	1,694,764.76		1,694,764.76	4,143,594.62
Total Bal Fwd.	3,046,990.00	3,046,990.00		4,336,743.94	1,893,144.66

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY Proposed Item 1.
DEBT SERVICE FUND 2015					
Bal Fwd.	861,673.04	861,673.04		862,629.54	849,573.10
Revenue					
TXF from Impact Fund	711,231.76	711,231.76		711,231.76	698,498.56
Interest	8,000.00	8,000.00		9,000.00	8,000.00
Total Revenue	1,580,904.80	1,580,904.80		1,582,861.30	1,556,071.66
Expenses					
Debt Payment 2015	733,288.20	733,288.20		733,288.20	711,231.76
Total Expense	733,288.20	733,288.20		733,288.20	711,231.76
Balance Fwd.	847,616.60	847,616.60		849,573.10	844,839.90
DEBT SERVICE FUND 2013					
Bal Fwd.	100,180.42	100,180.42		100,190.00	98,685.00
Revenue					
TXF from HOT	89,505.00	89,505.00		89,505.00	91,600.00
Interest	1,200.00	1,200.00		1,400.00	1,200.00
Total	190,885.42	190,885.42		191,095.00	191,485.00
Expense					
Tax Series 2013	92,410.00	92,410.00		92,410.00	89,505.00
Total Expenses	92,410.00	92,410.00		92,410.00	89,505.00
Balance Fwd.	98,475.42	98,475.42		98,685.00	101,980.00
DEBT SERVICE FUND 2019					
Bal Fwd.	976,303.11	976,303.11		978,695.96	1,015,695.96
Revenue					
TXF from Impact Fees	983,553.00	983,553.00		983,553.00	1,013,533.00
Interest	12,000.00	12,000.00		12,000.00	12,000.00
Total	1,971,856.11	1,971,856.11		1,974,248.96	2,041,228.96
Expense					
Tax Series 2019	958,553.00	958,553.00		958,553.00	983,553.00
Total Expenses	958,553.00	958,553.00		958,553.00	983,553.00
Balance Fwd.	1,013,303.11	1,013,303.11		1,015,695.96	1,057,675.96
DEBT SERVICE FUND 2022					
Bal Fwd.	-	-		-	-
Revenue					
TXF from Impact Fees	-	-		-	2,431,563.06
Interest	-	-		-	-
Total	-	-		-	2,431,563.06
Expense					
Tax Series 2022	-	-		-	1,215,163.06
Total Expenses	-	-		-	1,215,163.06
Balance Fwd.	-	-		-	1,216,400.00
PEG FUND					
Balance Fwd.	142,224.71	142,224.71		142,458.18	174,158.18
Revenues					
TWC	27,000.00	27,000.00		30,000.00	27,000.00

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY Proposed Item 1.
Interest Income	1,400.00	1,400.00		1,700.00	1,700.00
Total Revenues	170,624.71	170,624.71		174,158.18	202,858.18
Expense	-	-		-	-
Balance Fwd.	170,624.71	170,624.71		174,158.18	202,858.18
RESERVE FUND					
Balance Fwd.	1,526,195.16	1,526,195.16		1,527,374.05	1,745,374.05
Revenue					
TXF from General Fund	200,000.00	200,000.00		200,000.00	200,000.00
Interest	16,000.00	16,000.00		18,000.00	18,000.00
Total	1,742,195.16	1,742,195.16		1,745,374.05	1,963,374.05
Expense					
Expense	-	-		-	-
Total Expense	-	-		-	-
Balance Fwd.	1,742,195.16	1,742,195.16		1,745,374.05	1,963,374.05
TIRZ 1					
Balance Forward	463,027.86	463,027.86		384,645.69	139,738.15
Revenues					
City AV	89,118.46	89,118.46		93,693.73	144,441.91
County AV	218,599.49	218,599.49		218,599.49	321,638.11
City for GAP Escrow	250,000.00	250,000.00		250,000.00	-
Interest Income	3,000.00	3,000.00		9,000.00	
EPS Reimbursements	-	-		-	-
Total Revenue	1,023,745.81	1,023,745.81		955,938.91	605,818.17
Expense					
TIRZ Expense					
Project Management/Misc. Costs	48,000.00	48,000.00		30,000.00	32,000.00
Project Administration P3 Works	35,000.00	35,000.00		20,000.00	16,000.00
Legal Fees	20,000.00	20,000.00		20,000.00	12,000.00
EPS	-	-		-	-
MAS	62,500.00	62,500.00		25,000.00	30,000.00
HDR	227,500.00	227,500.00		240,000.00	478,000.00
TJKM - Grant Writing	7,500.00	7,500.00		75,000.00	-
Buie - PR	8,500.00	8,500.00		-	-
Misc. Consulting	25,000.00	25,000.00		-	5,000.00
Creation Cost Reimbursements	-	-		-	-
TXF to GAP Escrow	250,000.00	250,000.00		250,000.00	-
Stakeholder Reimbursement	-	156,200.76	156,200.76	156,200.76	
Total Expense	684,000.00	840,200.76	156,200.76	816,200.76	573,000.00
Balance Forward	339,745.81	183,545.05	(156,200.76)	139,738.15	32,818.17
TIRZ 2					
Balance Forward	244,199.12	244,199.12		346,638.50	674,652.70
Revenue					
Interest Income	400.00	400.00		3,500.00	
City AV	111,125.78	111,125.78		114,269.93	293,407.49
County AV	254,043.81	254,043.81		254,043.81	650,438.08
Total Revenue	609,768.71	609,768.71		718,452.24	1,618,498.27
Expense					
Creation Cost Reimbursements	-	-		-	-

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY Proposed	Item 1.
Stakeholder Reimbursement	-	43,799.24	43,799.24	43,799.54		
Total Expense	-	43,799.24	43,799.24	43,799.54	-	
Balance Forward	609,768.71	565,969.47	(43,799.24)	674,652.70	1,618,498.27	

VEHICLE REPLACEMENT FUND

Revenue						
Balance Forward				-		31,193.00
TXF from General Fund	25,462.00	25,462.00		25,462.00		32,725.00
TXF from DSRP	5,731.00	5,731.00		5,731.00		5,962.00
TXF from WWU	-	-		-		15,432.00
Total Revenue	31,193.00	31,193.00		31,193.00		85,312.00
Expense						
Vehicle Replacement	-	-		-		-
Total Expense	-	-		-		-
Balance Forward	31,193.00	31,193.00		31,193.00		85,312.00



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

Submitted By: Aaron Reed, Public Works Director

Council Meeting Date: 08/23/2022

Agenda Item Wording: **Approval of a Raw Water Contract with the Lower Colorado River Authority.** *Sponsor: Mayor Foulds, Jr.*

Agenda Item Requestor: Mayor Bill Foulds Jr.

Summary/Background: The City of Dripping Springs has a wholesale wastewater contract with the West Travis County Public Utility Agency (which was assigned from the LCRA to the WTCPUA). The City also has an agreement with the Dripping Springs Water Supply Corporation that divides the area into retail water service areas as between DSWSC and the City.

The City already provides retail water service to Blue Blazes and Driftwood pursuant to specific amendments to that wholesale contract.

The City has agreed to provide retail water service to the Anarene, Cynosure, and Cannon developments. Although the existing Wholesale Agreement with the WTCPUA provides for the use of facilities and service areas, it does not directly address raw water. The WTCPUA has required the City obtain a raw water contract with the LCRA to assure the availability of raw water. The City, therefore, applied for a 40-year raw water contract with the LCRA for 2,425 acre-feet per annum of raw or untreated water to serve Anarene, Cynosure, and Cannon developments.

The LCRA Raw Water Contract incorporates LCRA's standard terms and conditions for raw water contracts. The contract is authorized for municipal use.

The City has retail water contracts with the developers of the Anarene, Cynosure, and Cannon developments such that all fees charges by the LCRA for this raw water will be passed along to those developers. Once houses are constructed, the LCRA fees will be built into the retail water rate.

**Commission
Recommendations:**

**Recommended
Council Actions:** City Staff Recommends

Attachments:

Next Steps/Schedule:

FIRM WATER CONTRACT

By and Between

LOWER COLORADO RIVER AUTHORITY

And

THE CITY OF DRIPPING SPRINGS, TEXAS

FIRM WATER CONTRACT

This Contract is entered by and between the LOWER COLORADO RIVER AUTHORITY (hereinafter, together with its successors and assigns, "LCRA") and THE CITY OF DRIPPING SPRINGS, TEXAS, (hereinafter, together with its successors and assigns as provided herein, "PURCHASER"), who, in mutual consideration of the provisions herein contained, agree as follows:

CONTRACT

- 1. STANDARD TERMS AND CONDITIONS 1
- 2. GENERAL TERMS, EXCEPTIONS & SPECIAL CONDITIONS 1
 - 2.1 INCORPORATION OF EXHIBITS..... 1
 - 2.2 MAXIMUM ANNUAL QUANTITY 2
 - 2.3 LOSS FACTOR 2
 - 2.4 POINTS OF AVAILABILITY 2
 - 2.5 MAXIMUM DIVERSION RATE..... 2
 - 2.6 TYPE OF USE. 2
 - 2.7 SERVICE AREA. 2
 - 2.8 SEWAGE REGULATIONS. 2
 - 2.9 WATER CONSERVATION PLAN UPDATE. 2
 - 2.10 INDEMNIFICATION. 3
 - 2.11 TERM OF CONTRACT. 3
 - 2.12 PREVIOUS CONTRACT. 3
 - 2.13 NOTICE. 3

1. STANDARD TERMS AND CONDITIONS

Except as expressly provided in Section 2 of this Contract, the Parties agree to the standard terms and conditions attached hereto as Exhibit A.

2. GENERAL TERMS, EXCEPTIONS & SPECIAL CONDITIONS

2.1 Incorporation of Exhibits.

All Exhibits attached to this Contract are incorporated herein by this reference in their entirety and made a part hereof for all purposes.

2.2 Maximum Annual Quantity

The MAQ is 2,438 acre-feet per year from the Effective Date. Of this amount, no more than 2,425 acre-feet per annum of raw or untreated water may be diverted by or on behalf of PURCHASER at the Point of Availability.

2.3 Loss Factor

The Loss Factor for this Contract shall be 0.55% of the amount made available at the Point of Availability. PURCHASER acknowledges that this Loss Factor reflects estimated conveyance, delivery, and system losses from Lake Travis to the Point of Availability.

2.4 Points of Availability.

The Point of Availability is Lake Austin in Travis County, Texas as described and depicted in Exhibit B.

2.5 Maximum Diversion Rate.

The maximum diversion rate authorized under this Contract, in combination with other diversions at the Point of Availability, is 62 cubic feet per second.

2.6 Type of Use.

This Contract is authorized for Municipal use consistent with Section 1.F. of Exhibit A.

2.7 Service Area.

Water supplied under this Contract shall only be used within that certain area in Hays County as described in Exhibit C and depicted in Exhibit D, together hereinafter called the "Service Area."

2.8 Sewage Regulations.

PURCHASER and LCRA are parties to a 2017 settlement agreement related to PURCHASER's application to obtain a Texas Pollutant Discharge Elimination System permit with the intent that effluent be put to beneficial reuse, rather than discharged (the "Settlement Agreement"). This Contract is not intended to alter the terms of the Settlement Agreement. PURCHASER further agrees to make reasonable efforts to develop, and to require its wholesale users make reasonable efforts to develop, projects for the beneficial reuse of all unused water or effluent resulting from this Contract. Additionally, PURCHASER agrees to use its best efforts to avoid any discharge into Walnut Creek or other watercourses of the state of unused water or treated effluent resulting from this Contract.

2.9 Water Conservation Plan Update.

PURCHASER agrees to update its Water Conservation Plan and/or Drought Contingency Plan within ninety (90) days of execution of this Contract. The update plan(s) shall include a year-round mandatory watering schedule limiting landscape irrigation to no more than twice per week.

Pursuant to stages of PURCHASER's Drought Contingency Plan, a more restrictive watering schedule may apply.

2.10 Indemnification.

PURCHASER's obligations under Section IV.C of Exhibit A, Indemnification, are to the extent allowed by law.

2.11 Term of Contract.

The term of this Contract is 40 years unless terminated earlier by either party consistent with Exhibit A.

2.12 Previous Contract.

There is no contractual relationship between the parties prior to the Effective Date related to the raw water supply for the Service Area of this Contract. This contract is separate and apart from the contract between LCRA and PURCHASER related to Headwaters MUD.

2.13 Notice.

All notices and invoices to PURCHASER shall be addressed to:

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

All payments to LCRA shall be made to the address on the invoices received by PURCHASER. All notices to LCRA shall be addressed to:

Lower Colorado River Authority
Attn: Raw Water Sales
P.O. Box 220
Austin, Texas 78767
(512) 473-3551 for facsimile transmission

and

Lower Colorado River Authority
Attn: River Operations
P.O. Box 220
Austin, Texas 78767
(512) 473-3551 for facsimile transmission

SIGNED BY:

Lower Colorado River Authority

By: _____
Monica Masters, P.E.
Vice President, Water Resources

Date: _____

City of Dripping Springs, Texas

By: _____

Name: _____

Title: _____

Date: _____

EXHIBITS

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- C. Description of Service Area
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Exhibit A
Standard Contract Terms and Conditions

Exhibit A

STANDARD CONTRACT TERMS AND CONDITIONS

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I. WATER SUPPLY

A. PERMIT(S) MAY BE REQUIRED

PURCHASER may not impound, divert, or use water under this Contract unless PURCHASER, in accordance with the substantive rules of the Texas Commission on Environmental Quality (“TCEQ”), U.S. Corps of Engineers, or any other local, state, or federal regulatory authority, obtains and maintains any water rights permit, wastewater discharge permit, dredge and fill permits, or any other similar permit, that is necessary to authorize PURCHASER’S impoundment, diversion and/or consumptive use, and subsequent discharge, of water consistent with this Contract.

B. MAXIMUM ANNUAL QUANTITY & LOSS FACTOR

From and after the Effective Date hereof, PURCHASER shall have the right to a Maximum Annual Quantity (MAQ) of raw or untreated water per annum made available by LCRA as set forth in the terms of the Contract. For purposes of this Contract, the term “made available” refers to the greatest of: (i) the amount of water released from LCRA firm supplies to allow for diversions by or on behalf of PURCHASER; or (ii) the amount of water diverted by or on behalf of PURCHASER at the Point(s) of Availability plus, if applicable, the Loss Factor (defined below) times the amount of water diverted.

Notwithstanding the foregoing, in the event that PURCHASER's Point(s) of Availability are located downstream of Lake Travis, PURCHASER and LCRA agree that calculations of Maximum Annual Quantity and the amount of water made available under this Contract will be based on the amount of water which LCRA makes available for diversion by or on behalf of PURCHASER at the Point(s) of Availability plus the Loss Factor as set forth in this Contract.

In the event that PURCHASER'S Point(s) of Availability are located downstream of Lake Travis, the Contract will specify a Loss Factor. The Loss Factor represents LCRA's best available estimate of the conveyance, delivery, or system loss incurred to provide water under this Contract. LCRA hereby reserves the right to modify the Loss Factor and make any associated changes to the MAQ, at any time, based on any revised estimates of conveyance, delivery, or system loss associated with the delivery of water to PURCHASER, including but not limited to changes in the source of supply LCRA uses to make water available to PURCHASER or updated and substantiated information related to river or canal losses.

PURCHASER may, at its option, conduct its own investigation of conveyance, delivery, or system losses, associated with the delivery of water by LCRA under this Contract. If PURCHASER conducts such study in accordance with LCRA's then-current Water Contract Rules, it shall provide to LCRA in a written report the results of any such investigation within sixty (60) calendar days of completion and LCRA agrees to consider whether any adjustment to the Loss Factor is appropriate under this Contract. If LCRA determines that an adjustment to the Loss Factor is appropriate, it shall provide PURCHASER written notice, by certified mail, of any change to the Loss Factor and resulting change to the Contract MAQ, within fifteen (15) business days of adopting such change. A change to the Loss Factor that results in an increase in the MAQ of 500 acre-feet per year or more shall not take effect until approved by the LCRA Board as an amendment to this Contract. Notwithstanding the foregoing or any provision in LCRA's raw water contract rules, LCRA will not require PURCHASER to obtain a new contract on the most current standard form water contract where the change to the MAQ is based solely on a change to the Loss Factor.

PURCHASER shall designate a point or points of availability for such water as described and depicted in Exhibit "B" attached hereto (the "Point(s) of Availability"), said Exhibit depicting the location by reference to a corner of an original land survey and/or other survey point, giving course and distance and providing the latitude and longitude. Such Points of Availability may be located on the Colorado River or a LCRA-operated canal. In the event that the Point(s) of Availability are located on a LCRA operated-canal, PURCHASER shall also identify a point or points of diversion for such water on the Colorado River ("Point(s) of Diversion"). Such Point(s) of Diversion, if any, shall be described and depicted in Exhibit "B" in the same manner described for Point(s) of Availability.

C. EXCEEDANCE OF MAXIMUM ANNUAL QUANTITY.

If the amount of water made available to PURCHASER for any reason exceeds the Maximum Annual Quantity stated in PURCHASER's Contract during two (2) consecutive years, or two (2) out of any four (4) consecutive years, PURCHASER shall submit an application (including the application fee) for a new standard form water contract for an adjusted MAQ, the reasonableness of which shall be determined consistent with LCRA's then effective Water Contract Rules, to the extent LCRA has water supplies available.

D. MAXIMUM DIVERSION RATE

PURCHASER may not divert water made available by LCRA under this Contract at a rate greater than as set forth in this Contract ("Maximum Diversion Rate").

E. SOURCE OF WATER SUPPLY.

1. The water made available for impoundment, diversion and/or use under this Contract will be water provided from any source available to LCRA at the time PURCHASER uses water under this Contract.

2. LCRA may make water available under this Contract in accordance with LCRA's Water Management Plan, as may be amended in accordance with state law from time to time, from storage in Lakes Buchanan and/or Travis in accordance with water rights held by LCRA as set forth in Certificates of Adjudication No. 14-5478, as amended, and 14-5482, as amended.
3. LCRA may make water available under this Contract from water rights owned by LCRA based on that certain water right previously owned by the Garwood Irrigation Company and identified as Certificate of Adjudication No. 14-5434 issued by the Texas Water Commission on June 28, 1989, as amended (herein, "Garwood's Right"). That portion of Garwood's Right that is owned by LCRA (and for which reference is made to Certificate of Adjudication No. 14-5434C issued by the Texas Natural Resource Conservation Commission) is referred to herein as "Garwood's Remaining Right."
 - a) PURCHASER acknowledges and agrees that LCRA may make water available for impoundment, diversion and/or use under this Contract from Garwood's Remaining Right only following approval by the Texas Commission on Environmental Quality or its successors (hereafter, "TCEQ"), of amendments to allow use of Garwood's Remaining Right for the type of use authorized by this Contract at the Point of Diversion and/or Point of Availability.
 - b) In this event, this Contract is subject to the commitments and conditions set forth in Section 7.08 of that certain Purchase Agreement, dated July 20, 1998, between Garwood Irrigation Company, as seller, and the Lower Colorado River Authority, as buyer (the "LCRA-Garwood Purchase Agreement"), and is further subject to all terms, provisions and special conditions contained within Garwood's Remaining Right, as amended. Copies of the LCRA-Garwood Purchase Agreement and Garwood's Remaining Right, as amended, are available at the following internet web-site address:

<http://www.lcra.org/water/contracts.html>

PURCHASER also may obtain copies of the LCRA Purchase Agreement and Garwood's Remaining Right, as amended, by request to LCRA's address for notices herein. By executing this Contract, PURCHASER hereby acknowledges receipt of copies of the LCRA Purchase Agreement and Garwood's Remaining Right, as amended.

F. TYPE OF USE.

PURCHASER represents to LCRA and LCRA relies on such representation that all water made available under this Contract will be impounded, diverted, and/or used by PURCHASER for the type of use as described in this Contract, as such use is defined by the substantive rules for water rights of the TCEQ. In accordance with state law, any part of the water that PURCHASER impounds or diverts but does not use or consume for such use in accordance with this Contract shall be returned to the Colorado River or a tributary of the Colorado River.

G. SERVICE AREA.

Water made available under this Contract shall only be used within that certain area, as described in Exhibit "C" attached hereto and depicted in Exhibit "D," attached hereto, together hereinafter called the "Service Area."

H. WATER CONSERVATION AND DROUGHT CONTINGENCY MEASURES.

1. PURCHASER agrees to implement the water conservation program contained in the water conservation plan (the "Water Conservation Plan") described in Exhibit "E" attached hereto. PURCHASER further agrees that the water impounded and/or diverted by PURCHASER pursuant to this Contract will be used in accordance with such Water Conservation Plan. LCRA, in accordance with applicable law, may from time to time adopt reasonable rules and regulations relating to water conservation measures. PURCHASER shall update its Water Conservation Plan every five years, or on such schedule as may be required by LCRA or other state law. PURCHASER further agrees to amend its Water Conservation Plan, as necessary, to reflect amendments in state law, regulations or LCRA's water conservation rules and regulations. PURCHASER further agrees to do so within 180 days of the effective date of such amendments, provided that, if the amendments are adopted by LCRA (rather than, for example, TCEQ), the deadline for PURCHASER to make corresponding amendments to its Water Conservation Plan shall run from the date LCRA provides written notice of the amendments to PURCHASER. PURCHASER further agrees to submit its amended Water Conservation Plan to LCRA within 30 days after its adoption. Revisions to PURCHASER's Water Conservation Plan are not required under this section if PURCHASER has not initiated diversions; however, PURCHASER shall update its Water Conservation Plan to be consistent with LCRA's rules and regulations related to water conservation at least sixty (60) days prior to initiating diversions under this Contract. In the event that PURCHASER agrees to furnish water or water services to a third party, who in turn will furnish the water or water services to an ultimate consumer, PURCHASER agrees to include in its agreement with the third party provisions that obligate the third party to: a) develop and implement a water conservation program consistent with PURCHASER's Water Conservation Plan; and, b) amend its water conservation program to reflect amendments in state law, regulations or LCRA's water conservation rules and regulations within the same timelines that apply to PURCHASER.

2. PURCHASER agrees to implement the drought contingency program contained in the drought contingency plan (the "Drought Contingency Plan") described in Exhibit "F" attached hereto. PURCHASER further agrees that the water impounded and/or diverted by PURCHASER pursuant to this Contract will be used in accordance with such Drought Contingency Plan. PURCHASER shall review and update the Drought Contingency Plan not less than once every five (5) years or following written request by LCRA consistent with any other schedule required by LCRA's Water Contract Rules. PURCHASER further agrees to submit any amended Drought Contingency Plan to LCRA within 30 days after its adoption. LCRA, in accordance with applicable law, may from time to time adopt reasonable rules and regulations relating to drought contingency measures, including LCRA's Water Management Plan. PURCHASER agrees to amend its Drought Contingency Plan, as necessary, to reflect amendments in state law or regulations or LCRA's rules, regulations or Water Management Plan. PURCHASER further agrees to do so within 180 days of the effective date of such amendments, provided that, if the amendments are adopted by LCRA (rather than, for example, TCEQ), the deadline for PURCHASER to make corresponding amendments to its Drought Contingency Plan shall run from the date LCRA provides written notice of the amendments to PURCHASER. Revisions to PURCHASER's Drought Contingency Plan are not required under this section if PURCHASER has not initiated diversions; however, PURCHASER shall update its Drought Contingency Plan to be consistent with LCRA's rules and regulations related to water conservation at least sixty (60) days prior to initiating diversions under this Contract. In the event that PURCHASER agrees to furnish water or water services to a third party, who in turn will furnish the water or water services to an ultimate consumer, PURCHASER agrees to include in its agreement with the third party provisions that obligate the third party to: a) develop and implement a drought contingency program consistent with PURCHASER's Drought Contingency Plan; and b) amend its drought contingency program to reflect amendments in state law, regulations, or LCRA's rules, regulations, or Water

Management Plan within the same timelines that apply to PURCHASER.

I. AVAILABILITY OF WATER.

LCRA is committing to make available to PURCHASER under this Contract a portion of LCRA's firm water supply, as defined in LCRA's Water Contract Rules; provided, however, LCRA may interrupt or curtail the water supplied under this Contract as required by state law or in accordance with LCRA's Water Management Plan or Drought Contingency Plan, as such Plans and any amendments thereto have been approved and may be approved in the future by the TCEQ.

J. DELIVERY OF WATER.

LCRA is responsible for making water available under this Contract only up to the MAQ. LCRA makes no guarantee that the water made available under this Contract will be available at any particular time or place or that any LCRA owned/operated reservoir or the Colorado River will be maintained at any specific elevation or flow at any particular time. Furthermore, PURCHASER acknowledges and agrees that LCRA's obligations under this Contract shall not require LCRA to make additional releases of water from LCRA firm water supplies beyond the MAQ or to make releases to raise the water elevations or flows at the Point(s) of Availability at a particular time sufficient for PURCHASER's intake and/or diversion facilities to operate.

K. DEMAND SCHEDULE.

PURCHASER has provided a Demand Schedule (Exhibit G) that reflects PURCHASER's best estimate of the scheduled initiation of diversions, initial usage, annual water usage, and any increases of usage over time, of the water to be made available by LCRA under this Contract, consistent with LCRA's Water Contract Rules. PURCHASER shall review, update if needed, and provide to LCRA an updated Demand Schedule not less than once every five (5) years coincident with any updated Water Conservation Plans required by this Contract or LCRA's Water Contract Rules, or following written request by LCRA consistent with any other schedule that may be required by LCRA's Water Contract Rules.

L. REDUCTION IN MAQ FOR NON-USE.

Upon sixty (60) days' written notice to PURCHASER, LCRA may consider reducing the MAQ under this Contract at any time after ten year(s) after the Effective Date of this Contract if PURCHASER's maximum annual use has not been at least ten percent of the MAQ on an annual basis within the first ten years. Within thirty (30) days of LCRA's written notice that it is considering reduction of the MAQ, PURCHASER shall provide LCRA with a written assurance and updated Demand Schedule that demonstrates PURCHASER's intent to increase its diversions under this Contract within the next two (2) years to an amount that will be at least ten percent (10%) of the original MAQ secured by this Contract. If PURCHASER fails to or is unable provide such written assurance, or if at least ten percent (10%) of the MAQ is not put to use on an annual basis within the two year period, LCRA may thereafter, at its sole option, terminate the contract or reduce the MAQ to any amount LCRA deems appropriate and reasonable under LCRA's raw water contract rules in effect at the time. An adjustment to the MAQ of this Contract under this section does not require PURCHASER to obtain a new contract on the most current standard form contract.

M. STATE REGULATION OF LCRA WATER SUPPLIES.

PURCHASER acknowledges and agrees that the water LCRA makes available under this Contract may be regulated in whole or in part by the State of Texas or local regulatory authorities. PURCHASER further acknowledges and agrees that LCRA's water rights are subject to regulation by the State of Texas, including but not limited to periodic review and amendment of LCRA's Water Management Plan by the TCEQ. LCRA and PURCHASER acknowledge and agree that LCRA shall be obligated to exercise due diligence to manage its water supplies within such regulatory regimes to make water available to PURCHASER in accordance with the terms of this Contract. PURCHASER acknowledges and agrees, however, that LCRA's obligations under this Contract may be affected by orders of the State of Texas, its agencies or

local regulatory authorities. Orders of the State of Texas, its agencies or local regulatory authorities may constitute a “force majeure” event in accordance with this Contract.

N. OPERATIONS OF DAMS AND RESERVOIRS.

The right of LCRA to maintain and operate its several dams and their appurtenances on the Colorado River and its associated tributaries and at any and all times in the future to impound and release waters thereby in any lawful manner and to any lawful extent LCRA may see fit is recognized by PURCHASER; and, except as otherwise provided herein, there shall be no obligation upon LCRA to release or not to release any impounded waters at any time or to maintain any waters at any specified elevation or flow. PURCHASER acknowledges that the elevations of said reservoirs and the Colorado River will vary as a result of hydrologic events, or lack thereof, (e.g. floods or droughts) in the watershed and LCRA’s operations of its dams on the Colorado River.

PURCHASER acknowledges that Longhorn Dam, which is owned and operated by the City of Austin, may lie upstream of the Point(s) of Availability and/or Point(s) of Diversion, if any, and downstream of Lake Travis. PURCHASER agrees to hold LCRA harmless for any claims that PURCHASER has against LCRA for any action or inaction by the City of Austin relating to its ownership and operation of Longhorn Dam.

O. QUALITY OF WATER.

LCRA makes no representation as to the quality of the water made available under this Contract, and PURCHASER hereby releases LCRA and agrees to hold it harmless from any and all claims that PURCHASER or PURCHASER’s customers or users have or may have against LCRA for any diminution in or impairment of the quality of water made available under this Contract.

P. INTERBASIN TRANSFER.

Any surface water made available under this Contract may not be transferred or used outside of the Colorado River basin unless such transfer or use is within LCRA’s water service area or is otherwise in strict compliance with LCRA Board Policies, LCRA water rights and a final permit for interbasin transfer (“IBT”) issued by the TCEQ. In the event that PURCHASER intends to transfer or use surface water made available under this Contract outside of the Colorado River basin in accordance with this section, PURCHASER, by executing this Contract, authorizes LCRA to apply to the TCEQ for the necessary authorization pursuant to Texas Water Code § 11.085 and 11.122 within forty-five (45) days of the Effective Date of this Contract. LCRA shall diligently pursue such authorization after it is filed. PURCHASER shall pay for any filing and notice fees related to such application after LCRA bills PURCHASER for such fees in accordance with this Contract.

Q. REQUIRED NOTICES.

1. PURCHASER shall notify LCRA in writing of its intention to initiate diversions of water under this Contract not more than eight (8) weeks, nor less than four (4) weeks, prior to PURCHASER’s initiation of diversions. Such notice shall include PURCHASER’s anticipated diversion rate, not to exceed the Maximum Diversion Rate. If impoundments or diversions of water are being continued from a previous contract or other right to divert, and no change in diversion rate is anticipated, no notice is necessary.
2. PURCHASER shall notify LCRA in writing not more than two (2) weeks prior to making any change in its planned diversion rate, not to exceed the Maximum Diversion Rate specified in this Contract.
3. If PURCHASER’s Point(s) of Availability and/or Point(s) of Diversion, if any, are located downstream of Lake Travis or on a tributary which flows into the Colorado River downstream of Lake Travis, PURCHASER shall notify LCRA’s River Operations Center

(ROC) of its intent to impound and/or divert water under this Contract and shall either: (1) develop with the ROC a written process or mechanism for notifying the ROC of its intent to divert water under this Contract; or (2) notify the ROC prior to making any impoundment and/or diversion under this Contract in accordance with any requirements set forth in the Special Conditions in the Contract.

4. In the event the PURCHASER is required by state law to obtain a water right permit or water right permit amendment – including but not limited to contractual, term, or temporary water right permits – from TCEQ related to water that is reserved or purchased pursuant to an LCRA water contract, PURCHASER shall provide LCRA: (i) a copy of the application for the water right permit or water right permit amendment within five (5) business days of its filing with TCEQ; (ii) a copy of any proposed notice related to the application; and (iii) a copy of the water right permit or water right permit amendment promptly following the issuance of the water right permit or water right permit amendment. PURCHASER shall incorporate LCRA's reasonable comments into the application notice provided that: (i) LCRA provides its comments to PURCHASER within ten (10) business days of LCRA's receipt of the draft notice, unless a shorter response period is required by the TCEQ; and (ii) TCEQ accepts LCRA's comments in the final version of the notice. Applicant also shall provide LCRA two copies of any notice or action by TCEQ of a violation or termination of the water right permit or water right permit amendment within ten (10) days of Applicant receiving notice from TCEQ.
5. PURCHASER shall notify LCRA in writing not more than eight (8) weeks, nor less than four (4) weeks, prior to implementing a program for reuse of water that is reserved or purchased pursuant to this Contract and that falls within the type of use and Service Area provided in this Contract. PURCHASER will make available to LCRA non-privileged documents regarding PURCHASER's reuse program within a reasonable amount of time, not to exceed fifteen (15) business days, following a written request by LCRA staff. For all purposes of this Contract, the term "reuse" means the authorized use of water, which water was diverted and used pursuant to this Contract, but which water remains unconsumed and has yet to be either disposed of or discharged or otherwise allowed to flow into a watercourse, lake or other body of state-owned water.
6. PURCHASER shall notify LCRA in writing of its intentions to divert or deliver water for a Secondary Purchaser at least thirty (30) days prior to any diversions or deliveries from PURCHASER to the Secondary Purchaser.
7. Prior to the Effective Date of this Contract, PURCHASER shall provide to LCRA a demand or use schedule that estimates PURCHASER's annual usage, and any increases to it over time, of the water to be made available by LCRA under this Contract (the "Demand Schedule"). PURCHASER shall review, update if needed, and provide to LCRA the Demand Schedule not less than once every five (5) years or following written request by LCRA consistent with any other schedule required by LCRA's Water Contract Rules.

II. CONTRACT ADMINISTRATION

A. TERM OF CONTRACT.

This Contract shall be for the term of years as set forth in this Contract, which shall commence on the Effective Date and end on the anniversary of the Effective Date in the last year of the contract term as set forth in this Contract, unless terminated earlier by either party as provided below.

B. PAYMENT.

1. The "Water Rate" is the rate determined by the Board of Directors of LCRA to then be in

effect for all sales of firm water for the same use as provided in this Contract. The “Reservation Rate” is the rate determined by the Board of Directors of LCRA to then be in effect for the reservation of firm water for the same use as provided in this Contract. The “Inverted Block Rate” is the rate determined by the Board of Directors of LCRA to then be in effect for diversion or use of water in amounts in excess of the Maximum Annual Quantity.

2. The Water Rate presently in effect is \$155 per acre-foot (\$0.48 per 1,000 gallons) of water. The Reservation Rate presently in effect is \$77.50 per acre-foot. The Inverted Block Rate presently in effect is \$310 per acre-foot of water. LCRA reserves all rights that it may have under law to modify the Water Rate, the Reservation Rate, or the Inverted Block Rate. PURCHASER understands and acknowledges that the Water Rate, Reservation Rate, and the Inverted Block Rate set forth in this Contract have been approved by LCRA’s Board of Directors, and that the Board may change all rates, fees and charges under the Contract from time to time.
3. PURCHASER agrees and covenants to pay LCRA – on a monthly basis beginning with the first billing period after the Effective Date of this contract – an amount of money (the “Use Charge”) equal to the Water Rate less the Reservation Rate multiplied by the amount of water made available to PURCHASER during the previous billing period (“Monthly Use”).

In the event that PURCHASER’S Point(s) of Availability are located on Lake Buchanan, Inks Lake, Lake LBJ, Lake Marble Falls or Lake Travis, the Monthly Use shall be amount of water diverted by or on behalf of PURCHASER.

In the event that PURCHASER’S Point(s) of Availability are located downstream of Lake Travis the Monthly Use shall be the sum of i) the Monthly Diversion, plus ii) the Loss Factor, times the Monthly Diversion, as such Loss Factor is established under this Contract. In the event the amount diverted at the Point(s) of Availability is less than the amount LCRA made available (through releases from storage and/or pumping into LCRA canals) at the Point(s) of Availability at PURCHASER’S request, for purposes of this Section II.B, the Monthly Diversion shall be the amount of water made available at the Point(s) of Availability. Otherwise the Monthly Diversion shall be calculated from the actual amount diverted at the Point(s) of Availability.

4. PURCHASER agrees and covenants to pay – on a monthly basis beginning with the first billing period after the Effective Date of this Contract – the “Monthly Reservation Charge,” which shall be an amount equal to the Reservation Rate multiplied by one-twelfth (1/12) of the MAQ.
5. PURCHASER further agrees and covenants to pay LCRA – on a calendar year basis – an amount of money (the “Excess Use Charge”) equal to the Inverted Block Rate multiplied by any amount of water made available to PURCHASER in excess of the Maximum Annual Quantity during the previous calendar year, less any amount PURCHASER has previously paid for the same water through the Use Charge and/or Reservation Charge. In the event the amount of water made available to PURCHASER is limited because of a curtailment imposed by LCRA or state law in accordance with this Contract to an amount less than the MAQ, then PURCHASER shall pay a surcharge, in excess of any Use or Reservation Charges, to be set by LCRA’s Board of Directors, multiplied by any amount of water made available to PURCHASER in excess of the amount PURCHASER is authorized to have available during the curtailment (the “Curtailment Surcharge”).
6. The term “billing period,” as used for purposes of metering and billing in this Contract, shall refer to each period between readings of the Meter(s), which readings typically are performed on a monthly basis. All charges under this Contract shall be pro-rated as necessary to reflect the Effective Date or date of termination of this Contract; in other

words, LCRA may include in an invoice up to thirty (30) additional days in a billing period to account for water reserved, released, diverted or impounded during days following execution or prior to termination of this Contract. For purposes of metering and billing, the “calendar year” may be based upon the 12-month period from the December meter reading date to the next December reading date.

7. Each month, LCRA will mail an invoice to PURCHASER showing the Monthly Use. Such invoice shall also show the amount of money owed by PURCHASER to LCRA in accordance with the Monthly Reservation Charge and/or Use Charge and any late payment charges, as specified herein.
8. The invoice mailed by LCRA to PURCHASER in the month of January each year, in addition to showing the amount of money owed by PURCHASER to LCRA in accordance with the Monthly Reservation Charge, and/or Use Charge, shall also show any amount of water that PURCHASER had made available to it in excess of the Maximum Annual Quantity during the previous calendar year, as well as the corresponding Excess Use Charge.
9. PURCHASER shall pay LCRA for water provided under this Contract in the amount of each invoice submitted to PURCHASER by LCRA on or before thirty (30) days from the date of the invoice. PURCHASER shall mail checks for payments to the address indicated on the invoice. PURCHASER may pay by hand-delivery of checks or cash to LCRA’s headquarters in Austin, Travis County, Texas, or by bank-wire if PURCHASER obtains LCRA’s approval and makes arrangements for doing so prior to the due date. Payment must be received at the address provided on the invoice, or, if approved, at LCRA’s headquarters or bank, not later than thirty (30) days from the invoice date in order not to be considered past due or late. In the event PURCHASER fails to make payment of that invoice within thirty (30) days of the invoice date, PURCHASER shall then pay a late payment charge of five percent (5%) of the unpaid amount of the invoice. For each calendar month or fraction thereof that the invoice remains unpaid, PURCHASER shall pay interest at the rate of one and one-half percent (1.5%) per month on the unpaid portion of the invoice. In the event PURCHASER attempts to pay LCRA by check, draft, credit card or any other similar instrument and the instrument is returned or refused by the bank or other similar institution as insufficient or non-negotiable for any reason, PURCHASER shall be assessed and must pay to LCRA, per each returned instrument, the LCRA’s current returned instrument fee. If the invoice has not been paid within thirty (30) days of the invoice date, PURCHASER further agrees to pay all costs of collection and reasonable attorney’s fees, regardless of whether suit is filed, as authorized by Chapter 271, Texas Local Government Code.

C. MEASURING WATER.

1. To measure the amount of water diverted by PURCHASER hereunder, PURCHASER agrees at PURCHASER’s expense to install such measuring and recording devices or methods as are approved by LCRA (the “Meter”), such Meter to permit, within five percent (5%) accuracy, determination of quantities of raw water diverted from the reservoir or stream hereunder in units of 1,000 gallons. LCRA shall have the right to approve both the design of the meter as well as the location of its installation. PURCHASER must repair, replace or make necessary improvements to a meter that is not in compliance with this Contract or LCRA’s Water Contract Rules promptly after PURCHASER becomes aware of the deficiency that causes the meter to not comply with this Contract or LCRA’s Water Contract Rules.
 - a) PURCHASER agrees to read Meter and submit meter readings to LCRA via electronic mail, online portal or other format as specified by LCRA, on a monthly

basis, on or about the 15th day of each month or on such date as specified by LCRA.

- b) PURCHASER agrees to provide LCRA's representatives access across PURCHASER's property for inspection, testing and reading of the Meter. PURCHASER shall locate the meter in a manner that provides LCRA with reasonably safe access to the Meter for the purpose of making meter readings, testing, and/or periodic inspections.
- c) PURCHASER agrees that the Meter shall be tested for accuracy by qualified personnel as approved by LCRA and at the expense of PURCHASER once each calendar year at intervals of approximately twelve (12) months if the MAQ is greater than 20 acre-feet per year and at intervals of approximately (24) months if the MAQ is less than or equal to 20 acre-feet per year.
- d) PURCHASER shall furnish to LCRA a report of such test results. Readings within five percent (5%) of accuracy shall be considered correct.
- e) In the event PURCHASER fails to test the Meter for a period of fifteen (15) consecutive months for contracts with a MAQ greater than 20 acre-feet per year or fails to test the Meter for a period of 25 consecutive months for contracts with a MAQ of 20 acre-feet per year or less, PURCHASER agrees to pay LCRA for the actual cost of testing the Meter plus a fifty dollar (\$50) administrative fee. LCRA will provide PURCHASER a written invoice of the cost of testing the Meter, and said invoice will be subject to the payment terms provided in section II.B of this Contract.
- f) If, at any time, LCRA provides PURCHASER a written notice that questions the accuracy of the Meter, PURCHASER promptly shall test the Meter and, in this event, the expense of such test will be paid by LCRA if the Meter is found to be correct and by PURCHASER if it is found to be incorrect.
- g) Any party that tests the Meter shall provide written notice of the test to the other party at least five (5) business days in advance of the test and shall allow the other party to observe the test.
- h) PURCHASER shall be required to take necessary steps to correct any inaccuracy in the Meter discovered during any test. LCRA may install, at its expense, check meters in or to any of PURCHASER's Meters at any time and may leave such check meters installed for such periods as is reasonably necessary to determine the accuracy of PURCHASER's Meters.
- i) If, as a result of any test, the Meter is found to be registering inaccurately (i.e., in excess of five percent (5%) of accuracy), the readings of the Meter shall be corrected at the rate of its inaccuracy for any period which is definitely known and agreed upon or, if no such period is known and agreed upon, the shorter of the following periods shall be used as the basis for correction:
 - (1) a period extended back either sixty (60) days from the date of demand for the test or, if no demand for the test was made, sixty (60) days from the date of the test; or
 - (2) a period extending back half of the time elapsed since the last previous test; and the records of reading shall be adjusted accordingly.

2. In the event PURCHASER is charged based on water released from LCRA firm water supplies under this Contract rather than the actual amount withdrawn from the reservoir or stream by PURCHASER, LCRA shall include the amount of such releases in the monthly invoice provided to PURCHASER. LCRA shall make available information regarding its calculation of the amount of water released attributable to PURCHASER's actual diversions under this Contract within a reasonable period following PURCHASER's written request.

D. TERMINATION OF CONTRACT OR REDUCTION IN MAXIMUM ANNUAL QUANTITY.

This Contract may be terminated as follows:

1. If PURCHASER is current on all payments due to LCRA under this Contract and the MAQ is less than 500 acre-feet, PURCHASER may terminate this Contract or reduce the MAQ as set forth in this section at any time following the expiration of five (5) years, measured from the Effective Date, by providing at least one year's prior written notice to LCRA. If the MAQ is 500 acre-feet or more, Purchaser's ability to terminate or reduce the MAQ is limited as follows: beginning with the five-year anniversary of the Effective Date of the contract, Purchaser may: (a) reduce its MAQ by up to 25 percent of the original contract quantity once every five years; or (b) if LCRA's other firm, non-temporary commitments have increased in an amount greater than projected under LCRA's Water Supply Resource Plan, Purchaser may terminate the contract or reduce the MAQ by a quantity greater than 25 percent.
2. LCRA at its sole option, in accordance with the terms and conditions set forth in Section II.E, "Non-Payment," may terminate this Contract without recourse should PURCHASER fail to comply with the terms and conditions of this Contract for the payment of moneys owed to LCRA pursuant to Section II.B. "Payment."
3. If PURCHASER fails to comply with its Water Conservation Plan, its Drought Contingency Plan, or any applicable LCRA nonpoint source water pollution abatement ordinance, or if PURCHASER fails to amend its Water Conservation Plan or its Drought Contingency Plan to reflect changes in LCRA's Water Conservation Plan Rules, LCRA's Drought Contingency Plan Rules, or state law or rules, LCRA may terminate, at its sole option, this Contract without recourse unless such default is cured within thirty (30) days of the date LCRA provides written notice to PURCHASER (or, if the nature of such default is not susceptible of being cured within such thirty (30) day period, such longer period of time during which PURCHASER diligently prosecutes the cure of such default, not to exceed one hundred eighty (180) days of PURCHASER's receipt of written notice of such default.
4. If PURCHASER fails to comply with the requirements of Sections III.A, "Nonpoint Source Pollution Abatement," III.B, "Sewage Regulations," or III.C, "Documentation of Compliance; right of Entry," LCRA may, at its sole option, terminate this Contract without recourse unless such default is cured within thirty (30) days of the date LCRA provides written notice to PURCHASER (or if the nature of such default is not susceptible of being cured within such thirty (30) day period, such longer period of time during which PURCHASER diligently prosecutes the cure of such default, not to exceed one hundred eighty (180) days of PURCHASER's receipt of written notice of such default. For purposes of this section, LCRA shall not deem PURCHASER to be in default for so long as PURCHASER is in compliance with any remedial or enforcement agreement authorized by an agency of appropriate jurisdiction.
5. If PURCHASER fails to comply with other requirements of this Contract not specifically stated above, LCRA may, at its sole option, terminate this Contract without recourse unless such default is cured within thirty (30) days (or, if the nature of such default is not susceptible of being cured within such thirty (30) day period, such longer period of time

during which PURCHASER diligently prosecutes the cure of such default, not to exceed one hundred eighty (180) days of PURCHASER's receipt of written notice of such default.

6. Subject to the requirements of applicable bankruptcy laws, including the rights of a trustee to assume contracts under applicable bankruptcy laws, this Contract may be terminated immediately by LCRA upon the declaration of bankruptcy by PURCHASER.
7. In the event TCEQ or any other local, state, or federal regulatory agency denies to PURCHASER, or terminates for any reason, a permit required by this Contract, PURCHASER shall notify LCRA within three (3) business days and immediately cease diversions under this Contract. LCRA, at its sole option, may this Contract terminate on or after the denial or termination of any permit required by this Contract..

PURCHASER shall remain liable for all fees and charges, including any non-refundable Pre-paid Reservation Charges, accruing under the Contract through the date the Contract is terminated, including but not limited to a pro-rated Reservation Charge, which shall be calculated based upon the excess of the Maximum Annual Quantity, pro-rated to the date of termination, over the amount of water made available to PURCHASER through the date of termination. In the event LCRA terminates this Contract as provided herein, PURCHASER shall suspend immediately upon such termination all withdrawal of water from the Colorado River, or any tributaries thereof, under this Contract. LCRA may exercise any rights that it may have at law or in equity to prevent unauthorized withdrawals by PURCHASER or enforce the requirements of PURCHASER's Water Permit, if any. In the event that the contract is terminated based upon the denial or termination of a permit required by this Contract, PURCHASER shall be required to pay an early termination fee equal to the Reservation Rate times the MAQ.

E. NON-PAYMENT.

1. If LCRA determines that PURCHASER has not paid the full amount owed for any payment due under Section II.B, "Payment", hereof within the time provided therefore, LCRA shall give written notice to PURCHASER stating the amount LCRA has determined is due and unpaid. If LCRA gives notice as provided herein and PURCHASER fails to pay within thirty (30) days the amounts claimed in such notice to be due and unpaid, LCRA may, at its sole option: (1) upon giving ten (10) days written notice to PURCHASER terminate this Contract without recourse; and/or, (2) request injunctive relief from a court of competent jurisdiction to prevent PURCHASER from impounding and/or diverting additional water pursuant to this Contract.
2. If PURCHASER should dispute PURCHASER's obligation to pay all or any part of the amount stated in any invoice or notice, PURCHASER may, in addition to all other rights that PURCHASER may have under law, pay such amount under protest in which case such amount shall be deposited by LCRA in an interest bearing account mutually acceptable to both LCRA and PURCHASER pending final resolution of such dispute in accordance with Section IV.H, "Dispute Resolution." LCRA may not terminate this Contract, or request injunctive relief to prevent additional impoundments and/or diversions, for failure to pay the amount stated in any invoice or notice if PURCHASER pays such amount under protest and until there is a final resolution of such dispute in accordance with Section IV.H, "Dispute Resolution," favorable to LCRA.

F. EQUITABLE REMEDIES.

PURCHASER agrees that diversions or impoundments of water by PURCHASER without the authorization provided by this Contract will result in damages to LCRA that cannot be adequately compensated by money alone. As a result, PURCHASER agrees that LCRA shall have available to it equitable remedies, including injunctive relief against additional diversions or impoundments by PURCHASER unless PURCHASER demonstrates that it is otherwise authorized to divert or impound water. In addition, PURCHASER agrees that the provisions of Section IV.H, "DISPUTE RESOLUTION," will not apply to any legal action brought by

LCRA seeking equitable remedies under this Contract except as expressly provided by Section II.E.2 regarding "NON-PAYMENT."

G. NOTICE.

Any notice under this Contract may be delivered by facsimile transmission or by certified mail, return receipt requested. If delivered by facsimile transmission, notice shall be deemed effective as of the facsimile send date, provided that any notice sent by facsimile must also be sent the same date by first-class mail. If delivered by certified mail, return receipt requested, notice shall be deemed effective five (5) days after the date on which the notice is post-marked.

All notices and invoices to PURCHASER shall be addressed as set forth in the General Terms of this Contract.

All notices and payments to LCRA shall be addressed as set forth in the General Terms of this Contract.

Either party may change its address by giving written notice of such change to the other party. PURCHASER is required to provide notice of change in address or contact person within ten (10) days of such change. PURCHASER shall maintain a physical address on file with LCRA.

H. ASSIGNMENT OF CONTRACT.

PURCHASER shall have the right to assign this Contract provided that: i) there is no change to the MAQ, source, type of use or Service Area provided in this Contract; ii) prior to such assignment, this Contract is amended to be consistent with all terms of LCRA's then-current standard form contract for purchase of firm water from Lake Travis and LCRA's then-current Water Contract Rules as determined by LCRA; iii) the Water Conservation Plan and Drought Contingency Plan are updated as may be necessary in accordance with this Contract as determined by LCRA; iv) PURCHASER provides LCRA at least sixty (60) days prior written notice of such assignment; and, v) PURCHASER is not in default under this Contract at the time of such assignment.

I. COMPLIANCE WITH FILING REQUIREMENTS.

LCRA agrees to file a copy of this Contract with the Executive Director of the TCEQ, P.O. Box 13087, Capitol Station, Austin, Texas 78711, it being fully recognized by PURCHASER hereunder that the effectiveness of this Contract is dependent upon compliance with the substantive rules and procedural rules for water rights of the TCEQ.

III. ENVIRONMENTAL, PERMITTING AND OTHER ISSUES RELATED TO WATER SUPPLY

A. NONPOINT SOURCE WATER POLLUTION ABATEMENT.

If PURCHASER will use water under this Contract to serve areas located within the jurisdictional area of LCRA Lake Travis Nonpoint Source Pollution Control Ordinance, the Upper Highland Lakes Nonpoint Source Pollution Control Ordinance, or any other LCRA water quality ordinance that has been adopted by the LCRA Board, PURCHASER agrees to comply with and shall comply with the provisions of that respective ordinance, which ordinance may require a permit and compliance with other applicable local, state, and federal rules and regulations pertaining to water quality protection. If PURCHASER will use water under this Contract to serve areas wholly outside the jurisdiction of an LCRA water quality ordinance, PURCHASER agrees to comply with and shall comply with any applicable local, state, and federal rules and regulations pertaining to water quality protection. PURCHASER further agrees to distribute to its customers in its service area water quality protection educational materials that LCRA provides to PURCHASER.

B. SEWAGE REGULATIONS.

PURCHASER agrees to obtain, or cause to be obtained, all approvals required by all applicable local, state or federal agencies for any sanitary sewage system or systems that collect sewage derived from water diverted herein or any sanitary sewage system whose effluent is discharged within the boundaries of LCRA's statutory district. Failure of PURCHASER to meet any standards imposed by such agencies for sanitary sewage systems, including on-site systems, shall subject PURCHASER under this Contract to all remedies allowed by law including, without limitation, termination or suspension of this Contract by LCRA. PURCHASER further agrees that if a sewage treatment plant is located within the Service Area, LCRA shall have reasonable access to such plant for the purpose of taking samples of sewage effluent from such plant for testing by LCRA to determine whether PURCHASER is in compliance with regulatory standards imposed by such agencies.

C. DOCUMENTATION OF COMPLIANCE; RIGHT OF ENTRY.

1. In addition to notices required by Section I.Q of this Contract, PURCHASER shall provide LCRA copies of any approvals that PURCHASER has received from federal, state, or local agencies that relate to water reserved or purchased pursuant to PURCHASER's Contract or to facilities intended to impound, divert, transport, or use water provided under PURCHASER's Contract within a reasonable amount of time, not to exceed fifteen (15) business days, following a written request by LCRA staff.
2. PURCHASER agrees that LCRA employees and agents shall be entitled to enter any property where facilities impound or deliver water to the service area of PURCHASER at any reasonable time following a reasonable attempt at prior notification for the purpose of inspecting and investigating conditions relating to the quality of water; the compliance by PURCHASER with any rule, regulation, permit or other order of the state, its agencies, local regulatory authorities or LCRA; compliance by PURCHASER with the requirements of this Contract; or, inspection of any of PURCHASER's facilities related to the use, diversion or impoundment of water under this Contract. LCRA employees or agents acting under this Contract who enter PURCHASER's property shall observe rules and regulations concerning safety, internal security, and fire protection, and shall notify any occupant or management of their presence and shall exhibit proper credentials.

D. ANNUAL REPORTS OF DUE DILIGENCE; AS-BUILT PLANS.

1. PURCHASER shall report to LCRA, on a yearly basis, progress made toward obtaining any and all necessary authorizations (e.g. TCEQ permits, Army Corps of Engineers permits, etc.) as well as progress towards commencing and completing construction of facilities which will be used to divert, impound, and/or convey water under PURCHASER's Contract.
2. PURCHASER shall provide to LCRA "as-built" drawings and plans (including GPS coordinates of any intakes or impoundments) for facilities which will be used to divert, impound, and/or convey water under PURCHASER's Contract were actually built within thirty (30) days of completion of construction.

IV. GENERAL PROVISIONS**A. EFFECTIVE DATE.**

"Effective Date" means the last date of execution of this Contract by the Parties; provided all of the Parties must execute this Contract for it to be effective.

B. PREVIOUS CONTRACT.

In the event of a previous contract between the Parties related to the Service Area of this Contract prior to the Effective Date, this Contract replaces such prior contract unless specified otherwise hereunder.

C. INDEMNIFICATION.

PURCHASER will indemnify and hold LCRA harmless from any and all claims and demands whatsoever to which LCRA may be subjected by reason of any injury to any person or damage to any property resulting from any and all actions and activities (or failure to act) of PURCHASER under this Contract except to the extent caused by LCRA's gross negligence or willful misconduct. PURCHASER's pumping and related facilities shall be installed, operated and maintained by PURCHASER at PURCHASER's sole risk. Nothing in this Contract shall be construed as authorizing PURCHASER, or recognizing that PURCHASER has any right, to install any equipment or improvements on property owned by LCRA or third parties.

LCRA will hold PURCHASER harmless from any and all claims or demands whatsoever to which LCRA may be subjected by reason of any injury to any person or damage to any property resulting from or in any way connected with any and all actions and activities (or failure to act) of LCRA under this Contract.

D. FORCE MAJEURE.

The term "Force Majeure" as used herein, shall mean those situations or conditions that are beyond the control of LCRA or PURCHASER and that, after the exercise of due diligence to remedy such situation or condition, render LCRA or PURCHASER unable, wholly or in part, to carry out the covenants contained herein. Such force majeure includes, but is not limited to acts of God, strikes, lockouts, acts of the public enemy, orders of any kind of the government or agencies of the United States or of the State of Texas, excluding LCRA, or any civil or military authority, insurrections, riots epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or dams, partial or entire failure of water supply insofar as each of the foregoing are beyond the reasonable control of the party in question. LCRA shall not be held liable or responsible for any damage that may be caused by its inability, after the exercise of due diligence, to make the supply of water available to PURCHASER due to any force majeure. LCRA shall use reasonable and timely diligence to repair or recondition LCRA's machinery, canals, or dams in the event such machinery, canals or dams are damaged or made unserviceable from any force majeure.

E. NO THIRD-PARTY BENEFICIARY.

The Parties hereto are entering into this Contract solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the Parties hereto.

F. NO RIGHTS OR TITLE ACQUIRED.

PURCHASER agrees and acknowledges that it acquires by this Contract no rights or title to the water that is the subject of this Contract other than those rights explicitly set forth herein.

G. REPRESENTATIONS AND WARRANTIES.

Each of LCRA and PURCHASER represents and warrants to the other that this Contract has been duly executed by an authorized officer and constitutes a valid and binding Contract, enforceable against it in accordance with its terms (except as such enforceability may be limited by bankruptcy laws or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles).

H. DISPUTE RESOLUTION.

1. Settlement by Mutual Agreement.

In the event any dispute, controversy or claim between or among the Parties arises under this Contract or is connected with or related in any way to this Contract or any right, duty or obligation arising hereunder or the relationship of the Parties hereunder (a "Dispute or Controversy"), including, but not limited to, a Dispute or Controversy relating to the effectiveness, validity, interpretation, implementation, termination, cancellation, or enforcement of this Contract, the Parties shall first attempt in good faith to settle and resolve such Dispute or Controversy by mutual agreement in accordance with the terms of this subsection (1). In the event a Dispute or Controversy arises, any party shall have the right to notify the other party to such Dispute or Controversy that it has elected to implement the procedures set forth in this subsection (1). Within thirty (30) days after delivery of any such notice by one party to the other regarding a Dispute or Controversy, the designated representatives of the Parties shall meet at a mutually agreed time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Should a mutual resolution and settlement not be obtained at the meeting of the Parties' designated representatives for such purpose or should no such meeting take place within such thirty (30) day period, then any party may by notice to the other party, as the case may be, refer the Dispute or Controversy to senior management of the Parties for resolution. Within thirty (30) days after delivery of any such notice by one party to the other referring such Dispute or Controversy to senior management of the Parties for resolution, representatives of senior management of each of the Parties shall meet at a mutually agreed upon time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Should mutual resolution and settlement not be obtained at the meeting of representatives of senior management of each of the Parties for such purposes or should no such meeting take place within such thirty (30) day period (unless extended by mutual agreement), then any party may by notice to the other party, as the case may be, submit the Dispute or Controversy to binding arbitration in accordance with the provisions of subsection (2) and Exhibit H. Upon the receipt of notice of referral to arbitration hereunder, and except as otherwise expressly provided by this Contract, the Parties shall be compelled to arbitrate the Dispute or Controversy in accordance with the terms of this Section IV.H and Exhibit H without regard to the justiciable character or executory nature of such Dispute or Controversy.

2. Arbitration.

Except as otherwise expressly provided by this Contract, each party hereby agrees that any Dispute or Controversy that is not resolved pursuant to the provisions of subsection (1) may be submitted to binding arbitration hereunder and, if submitted timely according to this Contract, shall be resolved exclusively and finally through such binding arbitration. Except as otherwise expressly provided by this Contract, this Section IV.H and Exhibit H constitute a written agreement by the Parties to submit to arbitration any Dispute or Controversy arising under or in connection with this Contract within the meaning of Section 171.001 of the Texas Civil Practice and Remedies Code.

3. Emergency Relief.

Notwithstanding the Parties' agreement to arbitrate Dispute and Controversies, either party may seek injunctive relief or other form of emergency relief at any time from any state court of competent jurisdiction in Austin, Texas, the federal court for such district, or any state or federal regulatory agency of competent jurisdiction.

4. Survival.

The provisions of this Section IV.H shall survive expiration or earlier termination of this Contract.

I. ACTUAL DAMAGES.

NEITHER PARTY SHALL BE LIABLE OR HAVE ANY RESPONSIBILITY TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR DELAY-RELATED OR PERFORMANCE-RELATED DAMAGES INCLUDING, WITHOUT LIMITATION, LOST EARNINGS OR PROFITS. SUCH LIMITATION ON LIABILITY SHALL APPLY TO ANY CLAIM OR ACTION, WHETHER IT IS BASED IN WHOLE OR IN PART ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, STATUTE OR ANY OTHER THEORY OF LIABILITY. THE PROVISIONS OF THIS SECTION IV.I SHALL HAVE NO EFFECT ON THE PARTY'S INDEMNITY OBLIGATIONS UNDER SECTION IV.C.

J. AMENDMENT.

This Contract may not be modified or amended except by an instrument in writing signed by authorized representatives of the Parties.

K. BINDING EFFECT.

The terms of this Contract shall be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns.

L. COMPLETE CONTRACT.

This Contract, together with all Exhibits attached hereto, constitutes the entire agreement of the Parties relating to the subject matter of this Contract and supersedes all prior contracts, agreements or understandings with respect to the subject matter hereof, both oral or written.

Each party agrees that the other party (and its agents and representatives) has not made, and has not relied upon, any representation, warranty, covenant or agreement relating to the transactions contemplated hereunder other than those expressly set forth herein.

M. COUNTERPARTS.

This Contract may be executed by the Parties in any number of separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one and the same agreement. All signatures need not be on the same counterpart.

N. FURTHER ASSURANCES.

Each party agrees to do all acts and things and to execute and deliver such further written instruments, as may be from time to time reasonably required to carry out the terms and provisions of this Contract.

O. GOVERNING LAW.

This Contract and the rights and duties of the Parties arising out of this Contract shall be governed by, and construed in accordance with, the laws of the State of Texas, without reference to the conflict of laws rules thereof.

P. HEADINGS; TABLE OF CONTENTS.

The headings of the Articles and Sections of this Contract and the Table of Contents are included for convenience only and shall not be deemed to constitute a part of this Contract.

Q. INCORPORATION OF WATER CONTRACT RULES.

PURCHASER acknowledges receipt of LCRA's Water Contract Rules ("Rules"), and further acknowledges that, unless expressly stated otherwise in this Contract, such Rules, as may be amended by LCRA's Board of Directors from time to time, are incorporated herein by reference in their entirety and made a part hereof for all purposes.

R. INTERPRETATION AND RELIANCE.

No presumption will apply in favor of any party in the interpretation of this Contract or in the resolution of any ambiguity of any provisions thereof.

S. RELATIONSHIP OF PARTIES.

This Contract and the transactions contemplated hereunder are based upon the active participation of all Parties.

Neither the execution nor delivery of this Contract, nor the consummation of the transactions contemplated hereunder, shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement between the Parties, except for the contractual arrangements specifically set forth in this Contract. Except as is expressly agreed to in writing in this Contract, no party (or any of its agents, officers or employees) shall be an agent or employee of the other party, nor shall a party (or any of its agents, officers or employees) have any power to assume or create any obligation on behalf of the other party. Nothing contained in this Contract shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement among LCRA on the one hand and the PURCHASER on the other hand, except for the contractual arrangements specifically set forth herein.

T. SEVERABILITY.

In the event that any provision of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, the Parties shall negotiate an equitable adjustment to the provisions of this Contract with the view to effecting, to the extent possible, the original purpose and intent of this Contract, and the validity and enforceability of the remaining provisions shall not be affected thereby.

U. NO ADDITIONAL WAIVER IMPLIED.

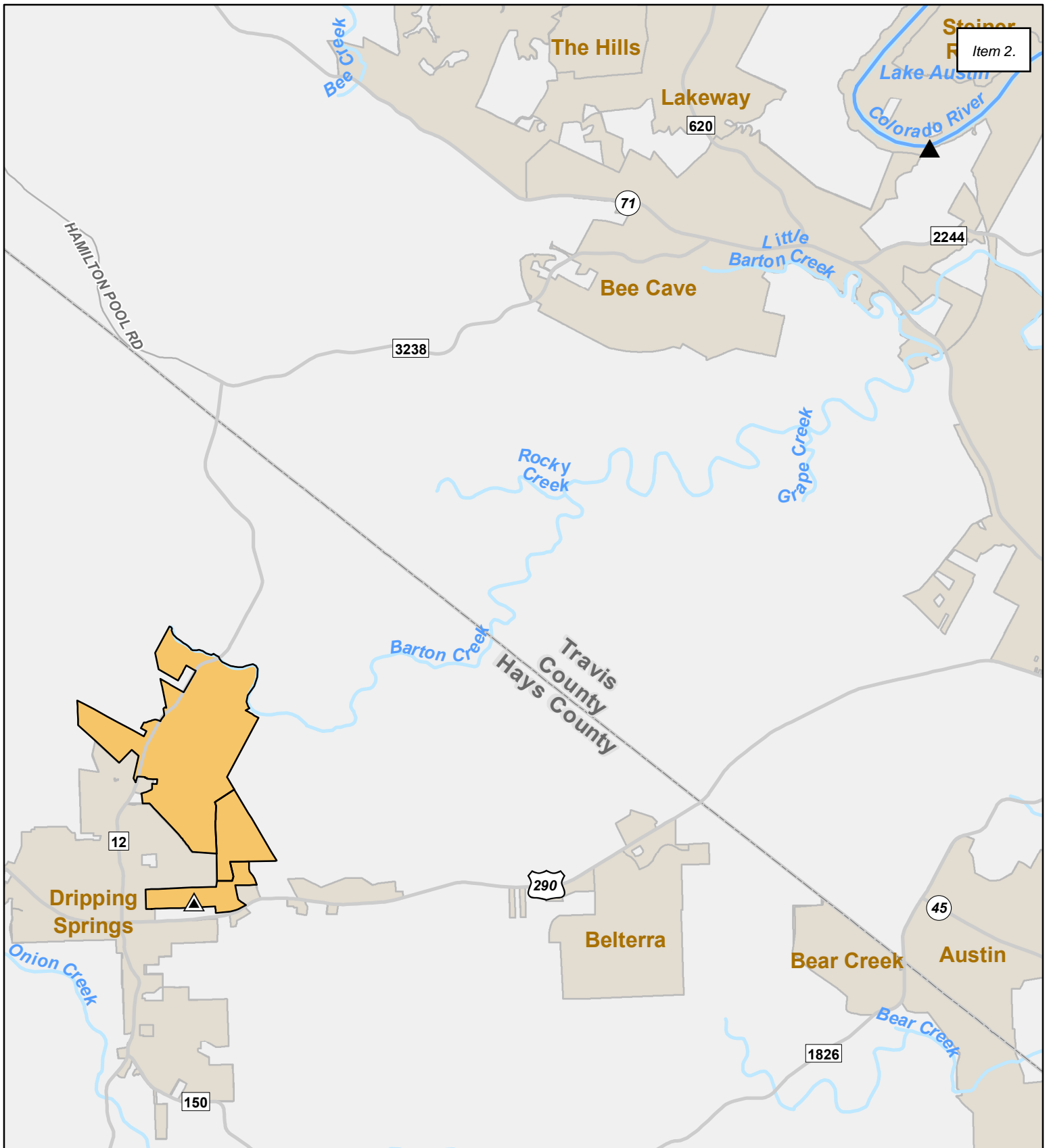
No waiver or waivers of any breach or default (or any breaches or defaults) of any term, covenant, condition or liability under this Contract, or of performance by the other party of any duty or obligation under this Contract, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

V. SHORT TERM SALES OF FIRM WATER TO THIRD PARTIES.

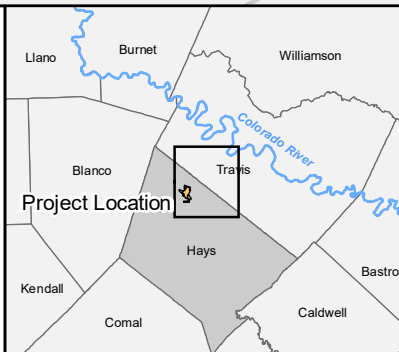
In accordance with LCRA Board Policy 501, Water Resources Management, LCRA and PURCHASER agree that LCRA may market and re-sell any portion of PURCHASER's Reserved Water to third parties on a limited term basis for a management fee and under terms mutually acceptable to LCRA and PURCHASER and in accordance with LCRA Board Policies.

Exhibit B

Description of Point(s) of Availability



- ▲ Proposed Interconnect
- ▲ WTCPUA Diversion Point
- Service Area



City of Dripping Springs
Cannon Ranch
Wildridge
Anarene

Water Contract

Project Location

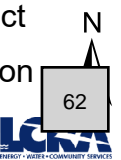
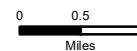


Exhibit C

Description of Service Area

ANARENE

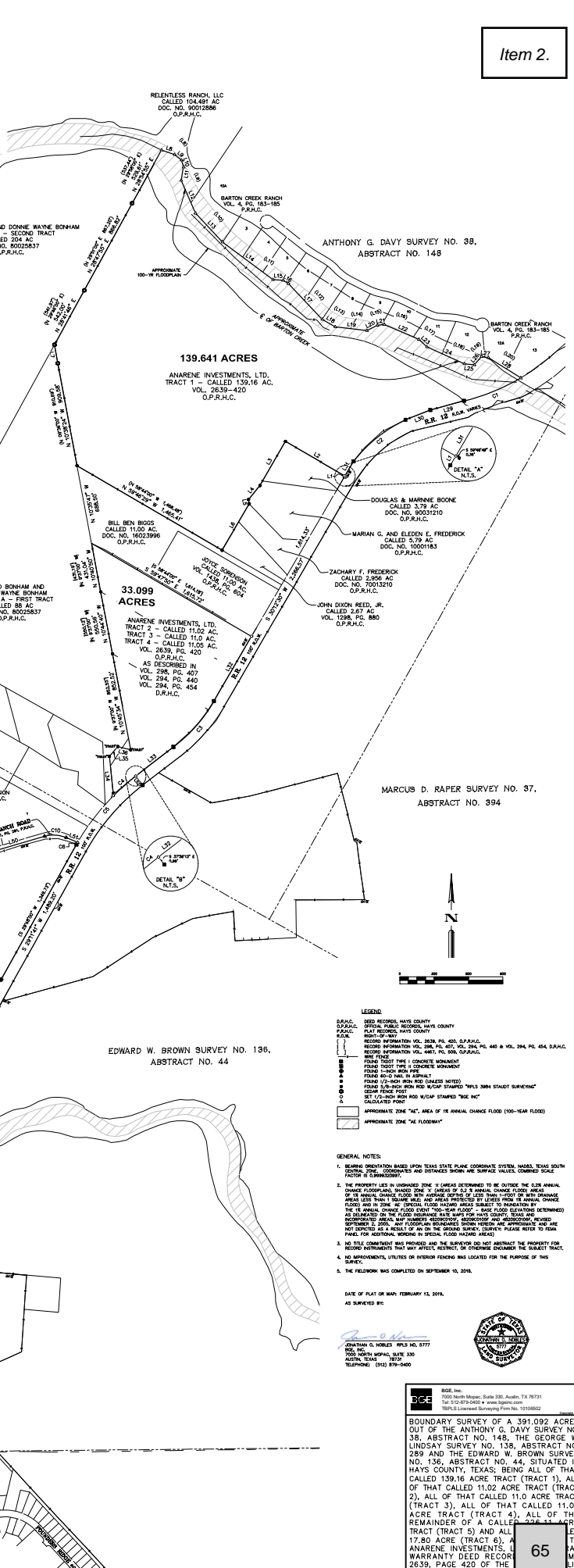
Item 2.

LINE TABLE with columns: NUMBER, BEARING, DISTANCE

RECORD LINE TABLE with columns: NUMBER, BEARING, DISTANCE

CURVE TABLE with columns: NUMBER, ARC LENGTH, RADIUS, DELTA, CHORD BEARING, CHORD DISTANCE

RECORD CURVE TABLE with columns: NUMBER, ARC LENGTH, RADIUS, DELTA, CHORD BEARING, CHORD DISTANCE



GEORGE W. LINDSAY SURVEY NO. 138, ABSTRACT NO. 289

GENEVEVE K. NOLAN & MICHAEL MITCHELL CALLED 2,016 AC. DOC. NO. 100277771 O.P.R.H.C.

MARC LAUREAUX CALLED 3,808 AC. DOC. NO. 14029899 O.P.R.H.C.

CARY L. & SHARRA L. MYERS TRACT 105-A CALLED 5,000 AC. VOL. 1006, PG. 313 O.P.R.H.C.

REPORT OF LEO D. & CLYDE W. BRIDGEMAN VOL. 13, PG. 388 O.P.R.H.C.

WILLIAM M. & PENNY A. FARNSWORTH TRACT 105-B CALLED 4,800 AC. VOL. 2989, PG. 516 O.P.R.H.C.

ANNE ELLIACE DAVISON & GLENN TRAVIS COODE, TRUSTEES, GOODE-DAVISON REVOCABLE TRUST CALLED 62.03 AC. DOC. NO. 17028564 O.P.R.H.C.

GEORGE W. LINDSAY SURVEY NO. 138, ABSTRACT NO. 289

CITY OF DRIPPING SPRINGS CALLED 84,244 ACRES DOC. NO. 090000071 O.P.R.H.C.

CITY OF DRIPPING SPRINGS CALLED 25,738 ACRES VOL. 1467-1509 O.P.R.H.C.

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CITY OF DRIPPING SPRINGS CALLED 25,738 ACRES VOL. 1467-1509 O.P.R.H.C.

PHILIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

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ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

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ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148

- LEGEND: D.P.R.H.C., PLAT RECORDS, HAYS COUNTY, RECORD INFORMATION, etc.

- GENERAL NOTES: 1. BEARING DETERMINED BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, etc.

DATE OF PLAT OR MAP, FEBRUARY 15, 2019. AS SURVEYED BY: [Signature]

ANTHONY G. MOILES, P.L.L.C., 7000 NORTH MOBILE, SUITE 300, AUSTIN, TEXAS 78753. TELEPHONE: (512) 879-0400



BOE Inc. logo and text: BOE Inc., 2000 North Moobile, Suite 300, Austin, TX 78751. BOUNDARY SURVEY OF A 391.092 ACRES OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148, THE GEORGE W. LINDSAY SURVEY NO. 138, ABSTRACT NO. 289 AND THE EDWARD W. BROWN SURVEY NO. 136, ABSTRACT NO. 44...

CANNON

EXHIBIT "A"



74018 Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601
Doucetengineers.com

**Cannon Ranch
Hays County, Texas**

**D&A Job No. 1298-003
June 25, 2021**

BEING A 100.58 ACRE TRACT OF LAND OUT OF THE PHILIP A. SMITH SURVEY NUMBER 26, ABSTRACT NUMBER 415, AND THE C.H. MALOTT SURVEY, ABSTRACT NUMBER 693, HAYS COUNTY, TEXAS, SAID TRACT BEING OUT OF THAT CALLED 209.697 ACRE TRACT CONVEYED IN A DEED TO CANNON FAMILY, LTD., AS RECORDED IN VOLUME 1619, PAGE 313 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], ALSO BEING OUT OF A CALLED 58.000 ACRE TRACT DESCRIBED IN A DEED TO ORYX CANNON 58 LLC., RECORDED IN DOCUMENT NUMBER 20023358 [O.P.R.H.C.T.], SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "DOUCET" on the north line of the said 209.697 acre tract, same being the southwest corner of a called 200.4 acre tract, recorded in Document Number 18036374 [O.P.R.H.C.T.], being further described as a called 200 acre tract, recorded in Volume 171, Page 279, of the Deed Records of Hays County, Texas [D.R.H.C.T.], and same being at the southeast corner of a called 1.978 acre tract, recorded in Volume 1714, Page 289 [O.P.R.H.C.T.];

THENCE with a common line between the said 209.697-acre tract and the said 200.4-acre tract, the following two (2) courses and distances:

- 1) N88°34'55"E, a distance of 3,774.04 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an interior ell corner of the said 209.697 acre tract, same being at the southeast corner of said 200 acre tract, and
- 2) N00°50'48"W, a distance of 365.62 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at the northern northwest corner of said 209.697 acre tract, same being in the south line of a called 13.585 acre tract, recorded in Document Number 20027264 [O.P.R.H.C.T.], and b;

THENCE N89°00'33"E, with the north line of said 209.697 acre tract, and also being the south line of the said 13.585-acre tract, and with the south line of a called 291-1/3 acre tract described in Volume 258, Page 123 [D.R.H.C.T.], a distance of 424.27 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at the northeast corner of the tract described herein;

CONTINUED ON NEXT PAGE

THENCE over and across the said 209.697-acre tract, the following twenty-one (21) courses and distances:

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.



- 1) S01°05'40"E, a distance of 69.82 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 2) S10°05'59"W, a distance of 106.90 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 3) S22°51'12"W, a distance of 151.89 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 4) S42°50'39"W, a distance of 368.76 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 5) S56°32'56"W, a distance of 68.53 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set found at an angle point,
- 6) S31°27'14"W, a distance of 77.76 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 7) S41°42'08"W, a distance of 288.31 feet to a Mag Nail with "DOUCET" found at an angle point,
- 8) S33°10'59"W, a distance of 82.38 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 9) S22°35'14"W, a distance of 106.02 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 10) S02°33'22"W, a distance of 379.88 feet passing a 1/2-inch iron rod with cap stamped "DOUCET" found on the north line of the said 58.000-acre tract, from which a spindle found at the northeast corner of the said 58.000-acre tract bears S68°04'00"E, a distance of 78.35 feet, and continuing over and across said 58.000-acre tract a total distance of 435.19 feet to a calculated point of curvature and for the southeast corner of the tract described herein and being within the said 58.000-acre tract,

THENCE continuing over and across said 58.000-acre tract the following eight (8) courses and distances:

- 1) With a curve to the right, having an arc length of 228.89 feet, a radius of 515.00 feet, a delta angle of 25°27'54", and a chord which bears N77°34'10"W, a distance of 227.01 feet to a calculated point of tangency,

CONTINUED ON THE NEXT PAGE



- 2) N64°50'13"W, a distance of 277.81 feet to calculated point of curvature,
- 3) With a curve to the left, having an arc length of 784.34 feet, a radius of 960.00 feet, a delta angle of 46°48'43", and a chord which bears N88°14'34"W, a distance of 762.71 feet to a calculated point of tangency,
- 4) S68°21'05"W, a distance of 330.60 feet to a calculated point of curvature,
- 5) With a curve to the right, having an arc length of 322.95 feet, a radius of 640.00 feet, a delta angle of 28°54'42", and a chord which bears S82°48'26"W, a distance of 319.53 feet to a calculated point of tangency,
- 6) N82°44'13"W, a distance of 352.20 feet for a calculated point of curvature,
- 7) With a curve to the left, having an arc length of 345.54 feet, a radius of 910.00 feet, a delta angle of 21°45'21", and a chord which bears S86°23'06"W, a distance of 343.47 feet to a calculated point,
- 8) S75°30'26"W, a distance of 81.96 feet to a calculated point on the east line of said 58.000-acre tract, same being a line common to the said 209.697-acre tract and the said 58.000-acre tract, from which a spindle found for the northwest corner of the said 58.000-acre tract bears N06°07'42"E, a distance of 52.15 feet,

THENCE S06°06'37"W with the common line of the said 58.000-acre tract and the said 209.697-acre tract, a distance of 33.36 feet to a calculated point of curvature,

THENCE over and across the said 209.697-acre tract, with a curve to the left, having an arc length of 29.31 feet, a radius of 25.00 feet, a delta angle of 67°10'08", and a chord which bears S23°55'04"W, a distance of 27.66 feet to a calculated point of reverse curvature within the said 209.697-acre tract,

THENCE over and across the said 209.697-acre tract, with a curve to the right, having an arc length of 33.59 feet, passing a calculated point at the line common to the said 209.697-acre tract and the said 58.000-acre tract, departing said common line and continuing over and across said 58.000-acre tract, a total arc length of 263.58 feet, a radius of 807.00 feet, a delta angle of 18°42'48", and a chord which bears S00°18'36"E, a distance of 262.41 feet to a calculated point within said 58.000-acre tract,

THENCE S09°02'49"W, a distance of 24.83 feet passing a calculated point on the line common to the said 58.000-acre tract and the said 209.697-acre tract, a total distance of 212.01 feet to a calculated point of curvature within the said 209.697-acre tract,

CONTINUED ON THE NEXT PAGE



THENCE continuing over and across the said 209.697-acre tract, with a curve to the left, having an arc length of 171.69 feet, a radius of 746.64 feet, a delta angle of $13^{\circ}10'32''$, and a chord which bears $S04^{\circ}35'52''W$, a distance of 171.32 feet calculated point of tangency,

THENCE $S02^{\circ}11'31''E$, continuing across the said 209.697-acre tract, a distance of 260.58 feet to a mag nail with shiner stamped "EECL RPLS" found at the southwest corner of the said 58.000-acre tract, and on the existing north Right-of-Way line of U.S. Highway 290 (Variable Width Right-of-Way, Deed of Record not found),

THENCE $S87^{\circ}48'29''W$ with the existing north Right-of-Way line of the said Highway 290, a distance of 114.00 feet to a calculated point on the south line of the said 209.697-acre tract,

THENCE over and across the said 209.697-acre tract the following seven (7) courses and distances:

- 1) $N01^{\circ}11'31''W$, a distance of 260.58 feet to a calculated point for a point of curvature,
- 2) With a curve to the right, having an arc length of 194.05 feet, a radius of 856.12 feet, a delta angle of $12^{\circ}59'13''$, and a chord which bears $N04^{\circ}27'47''E$, a distance of 193.64 feet to a calculated point of tangency,
- 3) $N09^{\circ}02'49''E$, a distance of 212.01 feet to a calculated point of curvature,
- 4) With a curve to the left, having an arc length of 284.72 feet, a radius of 693.00 feet, a delta angle of $23^{\circ}32'23''$, and a chord which bears $N02^{\circ}43'23''E$, a distance of 282.72 feet to a calculated point of a compound curve,
- 5) With a curve to the left, having an arc length of 245.55 feet, a radius of 693.00 feet, a delta angle of $20^{\circ}18'06''$, and a chord which bears $N24^{\circ}38'37''W$, a distance of 244.27 feet to a calculated point of non-tangency,
- 6) $S70^{\circ}59'50''W$, a distance of 295.38 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point, and
- 7) $S89^{\circ}21'11''W$, a distance of 715.61 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found on the west line of said 209.697 acre tract, same point being on the east line of a called 4.078 acre tract, described as Tract 2, conveyed to City of Dripping Springs, recorded in Volume 5200, Page 886 [O.P.R.H.C.T.], and for an angle point of the tract described herein;

THENCE with the common line of the said 209.697-acre tract and the said 4.078-acre tract, the following four (4) courses and distances:

- 1) $N00^{\circ}51'53''W$, a distance of 161.19 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner,

CONTINUED ON THE NEXT PAGE



- 2) S88°22'44"W, a distance of 299.63 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner,
- 3) N00°50'55"W, a distance of 517.61 feet to a 1/2-inch iron rod with cap stamped "CAPITOL", found at a point of curvature, and
- 4) With a curve to the left, having an arc length of 210.34 feet, a radius of 355.63 feet, a delta angle of 33°53'17" and a chord which bears N17°49'24"W, a distance of 207.29 feet to a 1/2-inch iron rod with cap stamped "DOUCET", found at the northwest corner of said 209.697 acre tract, same being in the south line of a called 11.61 acre tract, recorded in Volume 733, Page 101 of the Real Property Records of Hays County, Texas [R.P.R.H.C.T.], and for the northwest corner of the tract described herein;

THENCE with the lines common to said 209.697 acre tract and said 11.61 acre tract, the following three (3) courses and distances:

- 1) N84°18'45"E, a distance of 142.18 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner,
- 2) N79°26'34"E, a distance of 100.24 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner and
- 3) N88°45'18"E, a distance of 33.52 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner of the tract described herein and at the southwest corner of said 1.978 acre tract;

THENCE with the common line of said 209.697 acre tract and said 1.978 acre tract, the following two (2) courses and distances:

- 1) N87°41'40"E, a distance of 226.58 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point of the tract described herein, and

CONTINUED ON THE NEXT PAGE



- 2) N89°32'34"E, a distance of 270.93 feet to the **POINT OF BEGINNING** of the tract described herein, and containing 100.58 Acres.

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

This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

I, John Barnard, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground under my supervision.

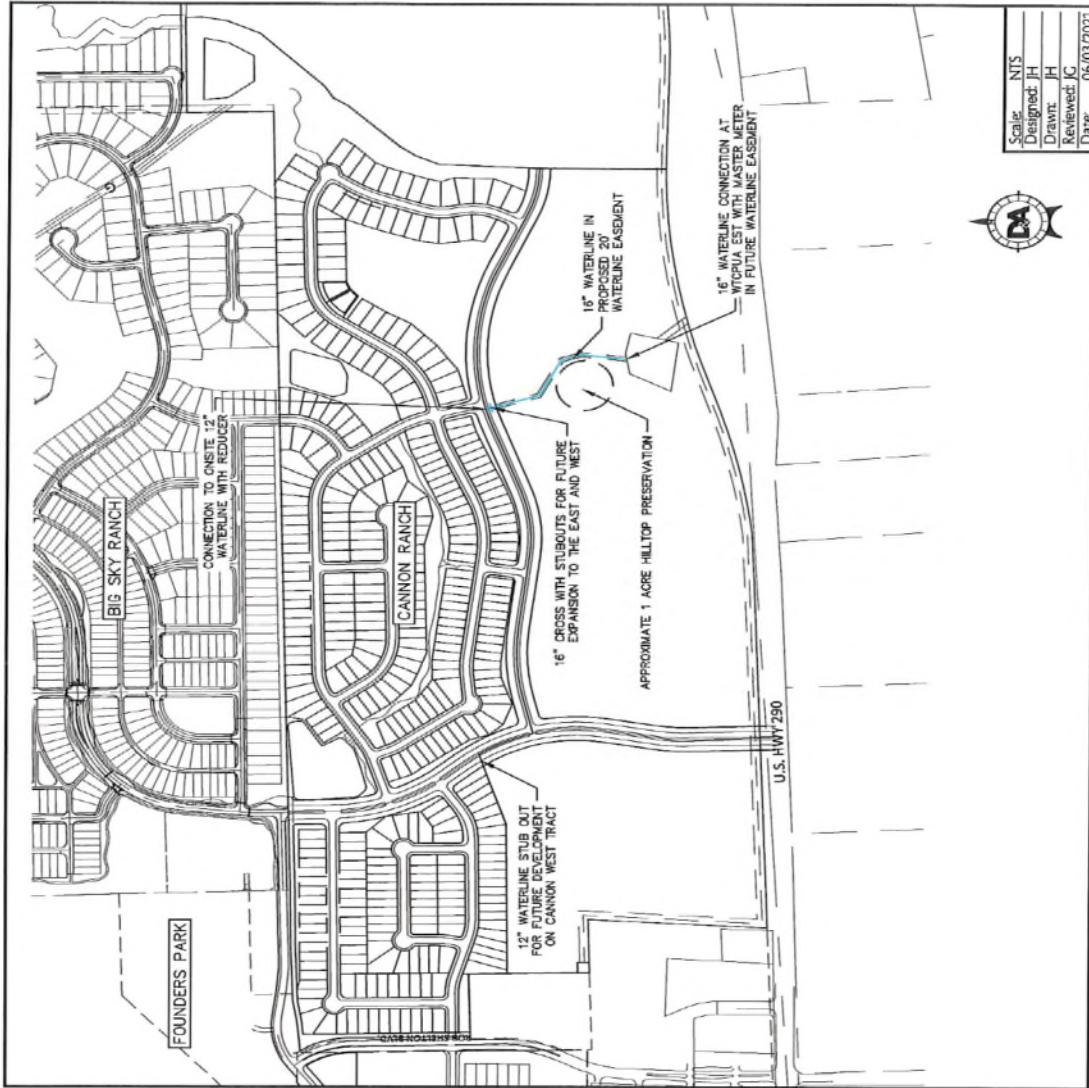
06/25/2021



 John Barnard
 Registered Professional Land Surveyor
 Texas Registration No. 5749
 Doucet & Associates
 JBarnard@DoucetEngineers.com
 TBPELS Firm Registration No. 10105800

Date

Exhibit B Point of Delivery



User: JHELMBURG
 Drawing: C:\pw_working\jokehelmburg\dms79303\1298-003 Water exhibit.dwg
 Plot Date/Time: Jun. 04, 21 - 10:35:06

Scale:	NTS
Designed:	JH
Drawn:	JH
Reviewed:	JC
Date:	06/03/2021

DA DOUCET & ASSOCIATES
 Civil Engineering - Easements - Surveying/Mapping
 7401 B, Highway 71 W, Suite 160
 Austin, Texas 78735, Phone: (512)-583-2600
 www.doucetengineers.com
 Firm Registration Number: 3937

OFFSITE WATERLINE
EXHIBIT

CANNON RANCH
DRIPPING SPRINGS, TX

SHEET
EXHIBIT
 1 of 1
 Project No.:
 1298-003

CYNOSURE



Exhibit "A"

Item 2.

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

Doucetengineers.com

Cynosure
Hays County, Texas

D&A Job No. 1691-004
August 18, 2020

METES & BOUNDS DESCRIPTION

BEING A 283.42 ACRE TRACT OF LAND OUT OF THE I.V. DAVIS, JR. PREEMPTION SURVEY, ABSTRACT NUMBER 673, AND THE EDWARD W. BROWN SURVEY NUMBER 136, ABSTRACT NUMBER 44, HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 291-1/3 ACRE TRACT, DESCRIBED TO CYNOSURE CORPORATION, AS RECORDED IN VOLUME 258, PAGE 123 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS [D.R.H.C.T.], SAID 291-1/3 ACRE TRACT BEING OUT OF A CALLED 599 ACRE TRACT DESCRIBED IN VOLUME 106, PAGE 31 [D.R.H.C.T.]; SAID 283.42 ACRETRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON PIPE IN THE REMAINS OF A ROCK MOUND, FOUND FOR THE NORTHEAST CORNER OF THE PHILIP A. SMITH SURVEY, NUMBER 26, ABSTRACT NUMBER 415, AND A CALLED 206.2 ACRE TRACT, DESCRIBED IN VOLUME 2639, PAGE 403 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], SAME BEING AN INTERNAL CORNER OF SAID ABSTRACT NUMBER 44, SAME BEING THE SOUTH CORNER OF A CALLED 29.78 ACRE TRACT DESCRIBED IN VOLUME 2486, PAGE 541 [O.P.R.H.C.T.], AND SAME BEING THE NORTHWEST CORNER OF SAID 291-1/3 ACRE TRACT;

THENCE N60°08'25"E, WITH THE SOUTHEAST LINE OF SAID 29.78 ACRE TRACT, A DISTANCE OF 1,550.74 FEET TO A 1/2-INCH IRON ROD FOUND AT THE EAST CORNER OF SAID 29.78 ACRE TRACT, SAME BEING ON THE SOUTHWEST LINE OF THE REMAINDER OF A CALLED 1,364.31 ACRE TRACT RECORDED IN DOCUMENT NUMBER 04015659 [O.P.R.H.C.T.], AND BEING THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S30°08'26"E, WITH THE SOUTHWEST LINE OF SAID REMAINDER TRACT AND THE SOUTHWEST LINE OF A CALLED 1,034.73 ACRE TRACT, DESCRIBED IN VOLUME 4832, PAGE 118 [O.P.R.H.C.T.], PASSING AT A DISTANCE OF 1,756.96 FEET A 1/2-INCH IRON ROD WITH A "DELTA" CAP FOUND AT THE SOUTH CORNER OF SAID REMAINDER TRACT, SAME BEING THE WEST CORNER OF SAID 1,034.73 ACRE TRACT, AND CONTINUING IN TOTAL 2,168.63 FEET TO A STONE MOUND WITH 60D NAIL FOUND FOR THE COMMON CORNERS OF SAID ABSTRACT NUMBER 44, THE W.R. WOOD SURVEY, ABSTRACT NUMBER 567, AND THE J.F. GILBERT SURVEY, ABSTRACT NUMBER 811, ALL IN HAYS COUNTY, TEXAS;

THENCE CONTINUING S30°08'26"E, WITH THE SOUTHEAST LINE OF SAID 599 ACRE TRACT, THE SOUTHWEST LINE OF SAID 1,034.73 ACRE TRACT, SAME BEING THE SOUTHWEST LINE OF SAID ABSTRACT NUMBER 811 AND THE SOUTHWEST LINE OF THE LEVI LEWIS SURVEY NUMBER 154, ABSTRACT NUMBER 639, HAYS COUNTY, TEXAS, PASSING AT A DISTANCE OF 1,854.96 FEET A 1/2-INCH IRON ROD WITH A "DELTA" CAP FOUND FOR REFERENCE, PASSING AT A DISTANCE OF

1,925.27 FEET A 1/2-INCH IRON ROD WITH A "DELTA" CAP FOUND FOR REFERENCE, AND CONTINUING IN TOTAL 3,113.19 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET AT THE EAST CORNER OF SAID 291-1/3 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF A CALLED 135.92 ACRE TRACT, RECORDED IN VOLUME 3553, PAGE 378 [O.P.R.H.C.T.] AND BEING DESCRIBED AS "SHARE NUMBER ONE" IN VOLUME 198, PAGE 151 IN THE DEED RECORDS OF HAYS COUNTY, TEXAS [D.R.H.C.T.], FOR THE EAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A STONE MOUND WITH A 60D NAIL FOUND ON THE NORTH LINE OF THE WILLIAM WALKER SURVEY NUMBER 130, ABSTRACT NUMBER 475, HAYS COUNTY, TEXAS, SAME BEING AT THE SOUTHEAST CORNER OF SAID ABSTRACT NUMBER 44, AND ALSO BEING AT THE SOUTHWEST CORNER OF SAID ABSTRACT NUMBER 639, BEARS S30°08'26"E, A DISTANCE OF 1,380.12 FEET;

THENCE S89°15'51"W, WITH A SOUTH LINE OF SAID 291-1/3 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 135.92 ACRE TRACT AND THE NORTH LINE OF A CALLED 277.23 ACRE TRACT, SHARE NUMBER TWO, DESCRIBED IN SAID VOLUME 198, PAGE 151 [D.R.H.C.T.], PASSING AT A DISTANCE OF 1,670.47 FEET A 1/2-INCH IRON PIPE FOUND FOR REFERENCE, AND CONTINUING IN TOTAL 3,043.33 FEET TO A 60D NAIL FOUND IN A 1/2-INCH IRON PIPE FOUND FOR AN INTERIOR ELL CORNER OF SAID 291-1/3 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 277.23 ACRE TRACT, FOR AN INTERIOR ELL CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH AN EAST LINE OF SAID 599 ACRE TRACT, AND THE EAST LINE OF SAID 291-1/3 ACRE TRACT, AND AN OLD WIRE FENCE FOUND FOR THE WEST LINE OF A CALLED 100 ACRE TRACT DESCRIBED IN VOLUME 46, PAGE 53 [D.R.H.C.T.], SAME BEING A WEST LINE OF SAID SHARE NUMBER TWO, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. S11°59'53"E, A DISTANCE OF 327.25 FEET TO A 1/2-INCH IRON PIPE FOUND FOR AN ANGLE POINT;
2. S14°46'26"E, A DISTANCE OF 324.06 FEET TO A FENCE POST FOUND FOR AN ANGLE POINT;
3. S20°28'59"E, A DISTANCE OF 204.36 FEET TO A FENCE POST FOUND FOR AN ANGLE POINT;
4. S09°17'53"W, A DISTANCE OF 327.10 FEET TO A FENCE POST FOUND FOR AN ANGLE POINT;
5. S21°13'11"W, A DISTANCE OF 64.75 FEET TO FENCE POST FOUND FOR AN ANGLE POINT;
6. S50°38'14"W, A DISTANCE OF 53.17 FEET TO A 1/2-INCH IRON PIPE FOUND FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID 291-1/3 ACRE TRACT, SAME BEING AN INTERIOR ELL CORNER OF SAID SHARE NUMBER TWO, ALSO BEING ON THE SOUTH LINE OF SAID ABSTRACT NUMBER 673, SAME BEING THE NORTH LINE OF THE C.H. MALOTT SURVEY, ABSTRACT NUMBER 693, HAYS COUNTY, TEXAS, FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S89°00'33"W, WITH THE MOST SOUTHERLY LINE OF SAID 291-1/3 ACRE TRACT, SAME BEING A NORTHERLY LINE OF SAID SHARE NUMBER TWO, ALSO BEING THE SOUTH LINE OF SAID ABSTRACT NUMBER 673, SAME BEING THE NORTH LINE OF SAID ABSTRACT NUMBER 693, PASSING AT A DISTANCE OF 446.98 FEET A 1/2-INCH IRON PIPE FOUND FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 566.43 FEET TO A 1/2-INCH IRON ROD WITH A "DOUCET" CAP SET AT THE SOUTHEAST CORNER OF A PROPOSED 13.585 ACRE TRACT, FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE OVER AND ACROSS SAID ABSTRACT NUMBER 673 AND SAID 291-1/3 ACRE TRACT, PARALLEL TO AND OFFSET WEST FROM THE CENTERLINE OF A DRY CREEK BED, THE FOLLOWING TWENTY-SIX (26) COURSES AND DISTANCES:

1. N02°04'33"W, PASSING AT A DISTANCE OF 18.92 FEET A 1/2-INCH IRON PIPE FOUND FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 94.44 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
2. N30°08'52"W, A DISTANCE OF 18.63 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
3. N04°12'41"E, A DISTANCE OF 29.46 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
4. N37°58'31"W, A DISTANCE OF 81.75 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
5. N03°03'30"E, A DISTANCE OF 77.47 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
6. N32°35'23"E, A DISTANCE OF 70.59 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
7. N45°11'02"W, A DISTANCE OF 97.26 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
8. N33°29'02"W, A DISTANCE OF 58.75 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
9. N21°39'42"E, A DISTANCE OF 31.90 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
10. N06°13'51"W, A DISTANCE OF 139.51 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
11. N00°23'49"E, A DISTANCE OF 75.11 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;

12. N17°52'08"W, A DISTANCE OF 67.64 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
13. N11°19'38"E, A DISTANCE OF 104.20 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
14. N17°34'19"W, A DISTANCE OF 110.33 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
15. N07°27'07"W, A DISTANCE OF 254.36 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
16. N05°34'05"E, A DISTANCE OF 96.36 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
17. N14°14'54"E, A DISTANCE OF 114.91 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
18. N10°23'00"W, A DISTANCE OF 154.36 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
19. N19°22'37"W, A DISTANCE OF 148.90 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
20. N17°43'46"W, A DISTANCE OF 120.76 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
21. N14°17'07"W, A DISTANCE OF 131.27 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
22. N03°58'38"E, A DISTANCE OF 43.46 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
23. N41°27'27"W, A DISTANCE OF 51.28 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
24. N35°39'02"W, A DISTANCE OF 159.05 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
25. N11°24'17"W, A DISTANCE OF 103.63 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET FOR AN ANGLE POINT;
26. N17°06'33"W, A DISTANCE OF 30.00 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP SET ON THE EAST LINE OF SAID 206.2 ACRE TRACT, SAME BEING THE EAST LINE OF SAID



ABSTRACT NUMBER 415, ALSO BEING THE WEST LINE OF SAID ABSTRACT NUMBER 673 AND SAID 599 ACRE TRACT, AND ALSO BEING THE NORTH CORNER OF SAID PROPOSED 13.585 ACRE TRACT, FROM WHICH A 1-INCH IRON PIPE FOUND FOR THE NORTHEAST CORNER OF A CALLED 200 ACRE TRACT RECORDED IN VOLUME 171, PAGE 229 [D.R.H.C.T.], SAME BEING THE SOUTHEAST CORNER OF SAID 206.2 ACRE TRACT, ALSO BEING ON THE NORTH LINE OF A CALLED 200.4 ACRE TRACT, RECORDED IN DOCUMENT NUMBER 18036374 [O.P.R.H.C.T.], BEARS S00°50'48"E, A DISTANCE OF 485.11 FEET;

THENCE N00°50'48"W, WITH THE EAST LINE OF SAID ABSTRACT NUMBER 415 AND SAID 206.2 ACRE TRACT, SAME BEING THE WEST LINE OF SAID ABSTRACT NUMBER 673, SAID 291-1/3 ACRE TRACT, AND SAID 599 ACRE TRACT, PASSING AT A DISTANCE OF 1,566.62 FEET, A POINT FROM WHICH A STONE MOUND, FOUND FOR THE NORTHEAST CORNER OF SAID ABSTRACT NUMBER 673, BEARS N89°09'19"E, A DISTANCE OF 1,423.11 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 2,777.38 FEET, BACK TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, CONTAINING 283.42 ACRES.

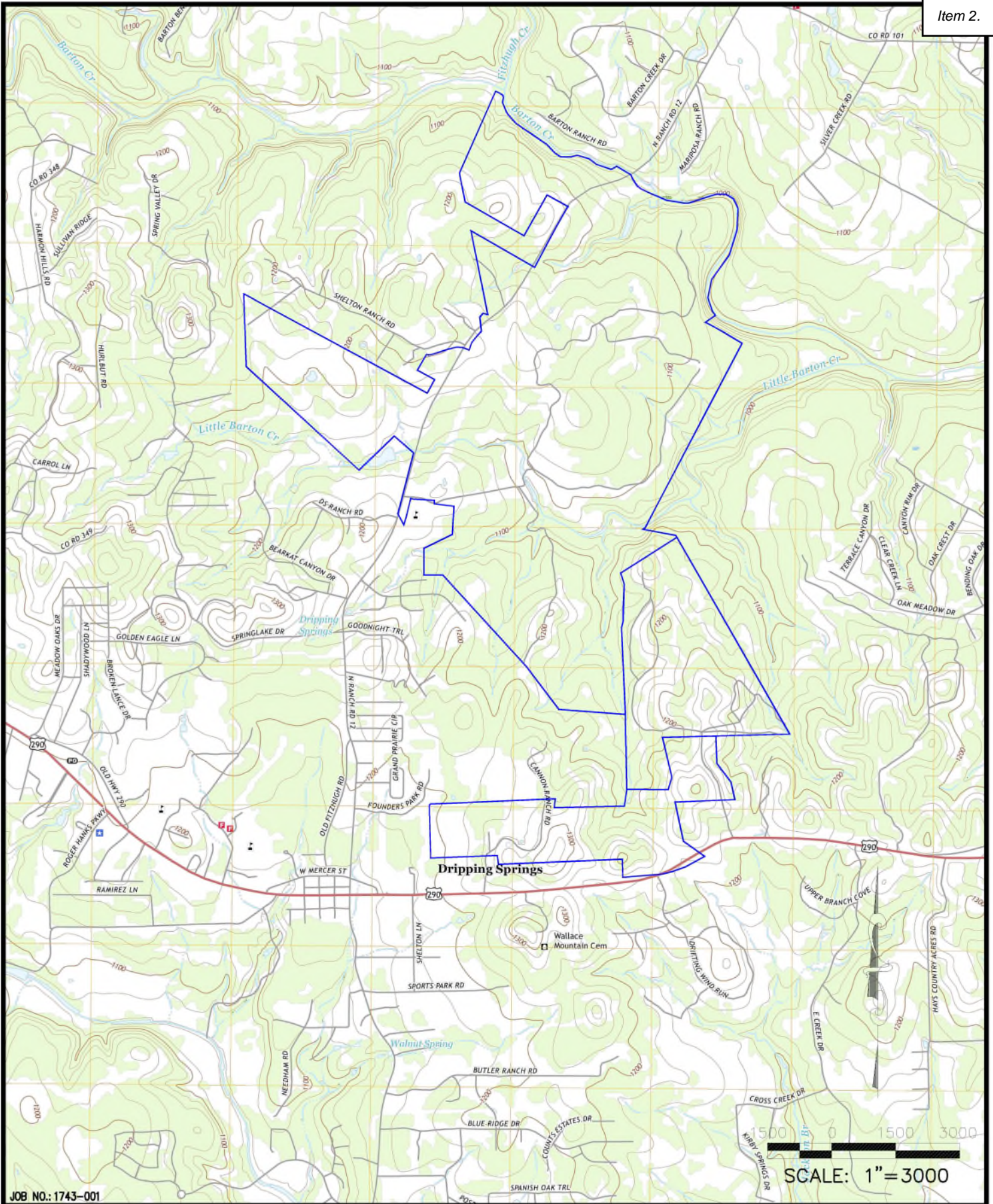
I, Garrett Cavaiuolo, Registered Professional Land Surveyor, hereby certify that this property description represents an actual survey performed on the ground under my supervision.

8/18/2020
Date

Garrett Cavaiuolo
Registered Professional Land Surveyor
Texas Registration No. 6714
Doucet & Associates
GCavaiuolo@DoucetEngineers.com
TBPELS Firm Registration No. 10105800



Exhibit D
Depiction of Service Area



JOB NO.: 1743-001

BURGESS & NIPLE, INC.
 235 LEDGE STONE DRIVE
 AUSTIN, TEXAS 78737
 (512) 432-1000 Fax: (512) 432-1015

SERVICE AREA MAP

EXHIBIT
D



U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

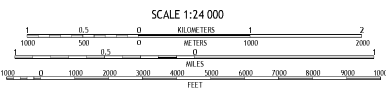


DRIPPING SPRINGS QUADRANGLE
TEXAS
7.5-MINUTE SERIES



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84), Projection and
1 000 meter geotiff/interpolated Transverse Mercator, Zone 14R
This map is a digital document. Boundaries may be
generalized for this map scale. Private lands with government
reservations may not be shown. Obtain permission before
entering private lands.

Source:NAP, September 2016, November 2016
.....U.S. Census Bureau, 2015
.....U.S. Census Bureau, 2018
Hydrography.....National Hydrography Dataset, 2002, 2018
Contours.....National Elevation Dataset, 2002, 2003
Boundaries.....Multiple sources; see metadata file 2016 - 2017
Wetlands.....FWS National Wetlands Inventory 1982 - 1983



1	2	3
4	5	6
7	8	9

1 Hammetts Crossing
2 Single Hills
3 Stone Cove
4 Henly
5 Spangill
6 Rough Hollow
7 Fortwood
8 Mountain City



CONTOUR INTERVAL 20 FEET
NORTH AMERICAN VERTICAL DATUM OF 1983
This map was produced to conform with the
National Geospatial Program of the U.S. Topographic Standard, 2011.
A metadata file associated with this product is draft version 0.6.18

DRIPPING SPRINGS, TX
2019

85

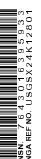


Exhibit E
Water Conservation Plan

The City of Dripping Springs Water Conservation Plan

Prepared by
The AL Law Group, PLLC
12400 West Hwy. 71
Suite 350-150
Bee Cave, TX 78738

March 2022

1. Introduction

The City of Dripping Springs' ("City") water conservation plan has been developed to meet the LCRA Water conservation rules in accordance with the LCRA Firm Water contract administrative rules. This Plan recognizes that conservation is a valuable tool in managing water utility systems. Benefits of water conservation include: extending available water supplies; reducing the risk of shortage during periods of extreme drought; reducing water utility operating cost; improving the reliability and quality of water utility service; reducing customer cost for water service; and enhancing water quality and the environment.

This Plan applies to all of City's retail water customers located with its water service area, as defined in its Water Supply Contract with LCRA.

2. Utility Profile Information

As of March 2022, there were no permanent connections in the City's water service area. The projected population at full build out is estimated to be approximately 16,933 persons, or 4838 additional connections.

The City has not yet begun providing retail water service as of March 2022. Therefore, it does not yet have 5 years of water use data. In 2027, this WCP will be revised to evaluate the 5 year average daily water use, the five year average water loss, the five year peak to average day water use, and per capita water use.

3. Water Conservation Goals

Water conservation five and ten year goals are required for overall water use, residential water use and water loss. The goals proposed by the City are as follows:

	5-year goals	10-year goals
Gallons per person per day (GPCD)	150	125
Residential gallons per person per day (rGPCD)	150	125
Water loss	5%	5%

4. Water Conservation Strategies

4.1 Water Loss

4.1.1 Universal Metering and Meter Replacement and Repair

The City requires all water meters to be accurate within plus or minus 5 percent of the indicated flow over the possible flow range. All utility customers will be metered. Water will be metered at all wholesale connections. A regularly scheduled maintenance program of meter repair, replacement and calibration will be performed in accordance

with recommended meter manufacturer guidelines following the minimum schedule by meter size:

Production (master) meters:	Test once a year
Meters larger than 1”:	Test per manufacturer’s recommendations
Meters 1” or smaller:	Test per manufacturer’s recommendations

Zero consumption accounts will be checked to see if water is actually being used or not recorded. In addition, the meters will be checked for proper sizing.

4.1.2 Distribution System Leak Detection and Repair

The City will conduct leak detection and water audits, making appropriate repairs, in order to meet the utility water loss goal. Water loss audits will be performed in accordance with Texas Water Development Board rules.

Measures to proactively reduce water loss will be considered as feasible, including strategies to reduce line flushing and identify/repair water line leaks quickly.

4.1.3 Additional Water Loss Best Management Practices (all that apply are checked):

Automated meter reading (AMR) or Automated meter infrastructure (AMI). All meters will be compatible with automatic reading capabilities AMR or AMI technology will be considered for new meters as meters are replaced and it becomes feasible to implement this technology.

Customer portal which allows end users to check their water use online

Dedicated irrigation meters will be required for all new commercial and industrial customers.

Strategies to minimize water loss on long dead-end main lines will be considered. Examples include adding meters along various line routes to collect more accurate data on water flowing through those routes and creating loops in the water distribution lines.

As feasible, chlorine injection stations will be placed strategically throughout the development to avoid the need for excessive flushing to keep chlorine residuals in compliance.

As feasible, a protective leak detection program will be developed to decrease water loss in the water distribution system.

As feasible, recycle backwash water used to keep sedimentation out of water treatment plant filters.

4.2 Water Rates and Records Management - required

Increasing Block Rates

The City’s retail rate is currently tied to the West Travis County’s wholesale rate. The West Travis County Regional Water System has a multi-tiered, increasing block water

rate that reflects the cost drivers for the water systems and sends a water conservation price signal to customers. The City's rate, therefore, will reflect that same multi-tiered, increasing block water rate that reflects the cost drivers for the water systems and sends a water conservation price signal to customers.

Water Monitoring and Records Management

The City's staff maintain records of water distribution and sales through a common monitoring and billing system to provide a central location for water billing information and a way to compile, present, and view water-use and billing information.

4.3 Water Reuse

The City operates a wastewater treatment plant.

Wastewater can be reused to supplement water supply needs for rights-of-ways and medians. The City has contracts and plans to expand its reuse capabilities for the water supply needs of Sports Rec Park (13.63 acres), Founders Park (2.64 acres), Driftwood Golf Course (130 acres), and Howard Ranch (100 acres).

4.4 Education and Outreach

4.4.1 Required measures

Throughout the year, water conservation literature will be made available to users regarding water conservation, native landscaping, and other related topics to garden clubs, homeowner associations, and various others interested groups. The City staff may attend such events or request a presentation from LCRA staff to promote water conservation.

4.4.2 Additional Best Management Practices (all that apply are checked).

Irrigation system evaluations will be offered to customers with large landscape irrigation needs (20,000 gal/month or over) in the utility service area. Irrigation evaluations consist of evaluating the irrigation system, checking for leaks and other performance problems, and customizing an irrigation schedule.

Financial rebates. Customers will be offered irrigation technology and other rebates from the LCRA. The City will assist LCRA with promoting water conservation programs to its customers.

Hotels will be strongly encouraged to adopt a hotel linen reuse option policy where linens are only changed out upon request during multi-night short stays.

4.5 Other Best Management Practices (all that apply are checked).

_____ Permanent landscape watering schedule for spray irrigation. This schedule limits outdoor spray irrigation for landscapes to the following days and times:

Residential addresses ending in odd numbers: Wednesdays and Saturdays

Residential addresses ending with even numbers: Thursdays and Sundays

Commercial customers: Tuesdays and Fridays

Watering times: Midnight to 10 a.m. and 7 p.m. to midnight

_____ Temporary landscape watering schedule variance for new landscapes. New landscapes can be watered according to the following schedule for the first 30 days after installation.

Days 1 through 10: spray irrigation allowed every day.

Days 11 through 20: spray irrigation allowed every other day.

Days 21 through 30: spray irrigation allowed every three days.

Watering times: Midnight to 10 a.m. and 7 p.m. to midnight.

5. Wholesale Water Conservation Plans - required

Wholesale treated water customers will be required to develop a drought contingency and a water conservation plan in accordance with LCRA Water Contract Rules. The plans must include a governing board resolution, ordinance, or other official document noting that the plan has been formally adopted by the utility. Wholesale treated water customers must include in their wholesale water supply contracts the requirement that each successive wholesale customer develop and implement a water conservation and drought contingency plan.

6. Coordination with Regional Water Planning Group - required

The service area of The City is located within the Lower Colorado River Water Planning Area (Region K) of the State of Texas and the District has provided or will provide a copy of this water conservation plan to the regional water planning group. The plan can be sent to the LCRA, c/o Water Contracts and Conservation, P.O. Box 220, Austin, Texas 78703.

7. Authorization and Implementation

The Deputy City Administrator, or his/her designee, of the City is hereby authorized and directed to implement the applicable provisions of the Plan. The Deputy City Administrator, or his/her designee, will act as Administrator of the Water Conservation Program. He/she will oversee the execution and implementation of the program and will be responsible for keeping adequate records for program verification. A signed and

dated copy of this plan by the Deputy City Administrator or his/her designee will be sufficient to meet this requirement.

7.1 Plan Implementation

The Deputy City Administrator has designated a water conservation coordinator, who will be responsible for the implementation of this water conservation plan. The current water conservation coordinator is Aaron Reed. The Deputy City Administrator, or his/her designee may re-appoint this position. At that time, the City will inform LCRA about this personnel change.

Approved by: Ginger Faught, Deputy City Administrator

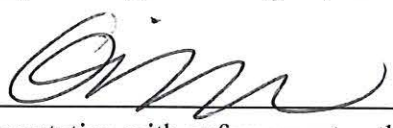
Signature:  Date: 3/15/22
(Customer representative with enforcement authority)

Exhibit F
Drought Contingency Plan

**Drought Contingency Plan
For Municipal Water Use**

For

The City of Dripping Springs, Texas

**Prepared By: The AL Law Group, PLLC
February 2022**

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The City of Dripping Springs, Texas

DROUGHT CONTINGENCY PLAN FOR MUNICIPAL WATER USE

1.0 Declaration of Policy, Purpose, and Intent

The Lower Colorado River Authority (LCRA) provides contracts to customers for water supply. In cases of extreme drought, periods of abnormally high usage, system contamination, or extended reduction in ability to supply water due to equipment failure, LCRA may require water customers to institute temporary restrictions to limit non-essential water usage. This Drought Contingency Plan (Plan) is designed to protect the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation and fire protection during the periods or other water supply emergencies.

Water uses regulated or prohibited under this Plan are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply conditions are deemed to constitute a waste of water.

2.0 Authorization

The designated manager or official of the City of Dripping Springs is hereby authorized and directed to implement the applicable provisions of this plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The designated manager or official of the City of Dripping Springs shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan. This authorization was designated as part of the plan's approval by the City Council of the City of Dripping Springs (*See Appendix G*).

3.0 Public Education

The designated manager or official of the City of Dripping Springs will periodically provide its employees, members, and the general public with information about this Plan, including the importance of the Plan, information about the conditions under which each stage of the Plan is to be initiated, processes used to reduce water use, and impending or current drought conditions.

4.0 Coordination with Regional Planning Groups

The City of Dripping Springs has provided a copy of this Plan to the Lower Colorado Regional Planning Group (Region K).

5.0 Notice Requirements

The City of Dripping Springs shall notify the executive director of the Texas Commission on Environmental Quality and LCRA General Manager in writing within five (5) business days of the implementation of any mandatory provisions of the Drought Contingency Plan.

6.0 Permanent Water Use Restrictions

The following restrictions apply to all the City of Dripping Springs water utility system(s) on a year-round basis, regardless of water supply or water treatment plant production conditions. According to the restrictions, a water user must not:

- 1) Fail to repair a controllable leak, including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet;
- 2) Operate an irrigation system:
 - with a broken head;
 - with a head that is out of adjustment and the arc of the spray head is over a street or parking area; or
 - with a head that is fogging or misting because of excessive water pressure.
 - Between the hours of 10 a.m. and 7 p.m.
- 3) During irrigation, allow water:
 - to run off a property and form a stream of water in a street for a distance of 50 feet or greater; or
 - to pool in a street or parking lot to a depth greater than one-quarter of an inch.
- 4) Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler more than twice per week or outside scheduled days and times as indicated in Appendix A.

7.0 Initiation and Termination of Response Stages

The City of Dripping Springs' designated manager or official shall monitor water supply and demand conditions on a regular basis and shall determine when conditions warrant initiation and termination of each stage of this Plan in accordance with LCRA's Water Management Plan. Water supply conditions will be determined by the source of supply, system capacity, and weather conditions. Water demand will be measured by the peak daily demands on the system.

Public notification of the initiation or termination of drought response stages shall be by a variety of ways, examples include: bill inserts, e-mail and automated telephone calls, signs posted at entry points to the service area or a combination of these methods.

The following triggering criteria shall apply to the City of Dripping Springs' water utility system(s) and customer service area:

7.1 Triggering Criteria for Initiation and Termination of Drought Response Stages

- **STAGE 1 - Mild Water Shortage Conditions (Voluntary Measures)**
 - A. **Requirements for initiation** - Customers shall be requested to adhere to the Stage 1 Drought Response Measures when one or a combination of such triggering criteria occurs:
 1. Treatment Capacity:
 - For surface water systems, when total daily water demand equals or exceeds 80 percent of the total operating system treatment capacity for three consecutive days, or 85 percent on a single day; or
 - For groundwater systems, when maximum daily usage equals or exceeds 70 percent of the pump's withdrawal capacity for three consecutive days.
 2. Water Supply:
 - Combined storage of Lakes Travis and Buchanan reaches 1.4 million acre-feet in accordance with the LCRA Drought Contingency Plan for Firm Water Customers (DCP).
 - B. **Requirements for termination** - Stage 1 of the plan may be rescinded when:
 1. Treatment Capacity:
 - The water treatment plant capacity condition listed above as a triggering event for Stage 1 has ceased to exist for five consecutive days; or
 - The groundwater pumpage amounts have fallen below the 70 percent threshold, and remained below that level for five consecutive days.
 2. Water Supply:
 - LCRA announces that voluntary restrictions by its firm raw water customers are no longer needed in accordance with the LCRA DCP.
- (2) **STAGE 2 - Moderate Water Shortage Conditions (Mandatory Measures)**
 - A. **Requirements for initiation** - Customers shall be required to adhere to the Stage 2 Drought Response Measures when one or a combination of such triggering criteria occurs:
 1. Treatment Capacity:
 - For surface water systems, when total daily water demand equals or exceeds 93 percent of the total operating system treatment capacity for three consecutive days, or 95 percent on a single day; or
 - For groundwater systems, when maximum daily usage equals or exceeds 85 percent of the pump's withdrawal capacity for three consecutive days.
 2. Water Supply:
 - Combined storage of Lakes Travis and Buchanan reaches 900,000 acre-feet in accordance with the LCRA DCP.

B. Requirements for termination - Stage 2 of the Plan may be rescinded when:

1. Treatment Capacity:

- The water treatment plant capacity condition listed above as a triggering event for Stage 2 has ceased to exist for five consecutive days; or
- The groundwater pumpage amounts have fallen below the 85 percent threshold, and remained below that level for five consecutive days.

2. Water Supply:

- LCRA announces that voluntary compliance to implement a utility's mandatory water restrictions are no longer needed in accordance with the LCRA DCP.

Upon termination of Stage 2, Stage 1 becomes operative.

(3) STAGE 3 - Severe Water Shortage Conditions (Mandatory Measures)

A. Requirements for initiation - Customers shall be required to adhere to the Stage 3 Drought Response Measures when one or a combination of such triggering criteria occurs:

1. Treatment Capacity:

- For surface water systems, when total daily water demand equals or exceeds 95 percent of the total operating system treatment capacity for three consecutive days, or 97 percent on a single day; or
- For groundwater systems, when maximum daily usage equals or exceeds 95 percent of the pump's withdrawal capacity for three consecutive days.

2. Water Supply:

- Combined storage of Lakes Travis and Buchanan reaches 600,000 acre-feet, in accordance with the LCRA DCP, or
- The LCRA Board declares a drought worse than the Drought of Record or other water supply emergency and orders the mandatory curtailment of firm water supplies.

B. Requirements for termination - Stage 3 of the Plan may be rescinded when:

1. Treatment Capacity:

- The water treatment plant capacity condition listed above as a triggering event for Stage 3 has ceased to exist for five consecutive days; or
- The groundwater pumpage levels have fallen below the 95 percent threshold and remained below that level for five consecutive days.

2. Water Supply:

- LCRA announces that mandatory water restrictions for firm water customers are no longer required in accordance with the LCRA DCP.

Upon termination of Stage 3, Stage 2 becomes operative.

(4) STAGE 4- Critical Water Conditions

A. **Requirements for initiation** - Customers shall be required to adhere to the Stage 4 Drought Response Measures when one or a combination of such triggering criteria occurs:

1. Treatment Capacity:
 - Major water line breaks, loss of distribution pressure, or pump system failures that cause substantial loss in its ability to provide water service.
2. Water Supply:
 - The LCRA Board declares a prolonged drought worse than the Drought of Record or other water supply emergency and orders the mandatory curtailment of firm water supplies at a level more severe than in Stage 3.

B. **Requirements for termination** - Stage 4 of the Plan may be rescinded when:

1. Treatment Capacity:
 - The water treatment plant capacity condition listed above as a triggering event for Stage 4 has ceased to exist for five consecutive days; or
2. Water Supply:
 - LCRA announces that mandatory water restrictions for firm water customers are no longer required in accordance with the LCRA DCP.

Upon termination of Stage 4, Stage 3 becomes operative.

(5) STAGE 5- Emergency Water Conditions

A. **Requirements for initiation** - Customers shall be required to adhere to the Stage 5 Drought Response Measures when one or a combination of such triggering criteria occurs:

1. Treatment Capacity:
 - Major water line breaks, loss of distribution pressure, or pump system failures that cause substantial loss in its ability to provide water service.
2. Water Supply:
 - Natural or man-made contamination of the water supply source; or
 - Any other emergency water supply or demand conditions that the LCRA general manager or the LCRA Board determines that either constitutes a water supply emergency or is associated with a prolonged drought worse than the Drought of Record requiring the mandatory curtailment of firm water supplies at a level more severe than in Stage 4.

B. **Requirements for termination** - Stage 5 of the Plan may be rescinded when:

1. Treatment Capacity:
 - The water treatment plant capacity condition listed above as a triggering event for Stage 5 has ceased to exist for five consecutive days; or

2. Water Supply:

- LCRA announces that mandatory water restrictions for firm water customers are no longer required in accordance with the LCRA DCP.

Upon termination of Stage 5, Stage 4 becomes operative.

8.0 Drought Response Measures

8.1 Targets for Water-Use Reductions

(1) **STAGE 1 - Mild Water Shortage Conditions (Voluntary Measures)**

System Capacity Reduction Target: Limit daily water demand to no more than 80% capacity for three days or 85% for one day.

Water Supply Reduction Target: Achieve a 5% reduction in water use.

(2) **STAGE 2 - Moderate Water Shortage Conditions (Mandatory Measures)**

System Capacity Reduction Target: Limit daily water demand to no more than 80% capacity for three days or 85% for one day.

Water Supply Reduction Target: Achieve a 10-20% reduction in water use.

(3) **STAGE 3 - Severe Water Shortage Conditions (Mandatory Measures)**

System Capacity Reduction Target: Limit daily water demand to no more than 80% capacity for three days or 85% for one day.

Water Supply Reduction Target: Achieve a minimum 20% reduction in water use.

(4) **STAGE 4 - Critical Water Shortage Conditions (Mandatory Measures)**

System Capacity Reduction Target: Limit daily water demand to no more than 80% capacity for three days or 85% for one day.

Water Supply Reduction Target: As determined by the LCRA Board.

(5) **STAGE 5 - Emergency Water Shortage Conditions (Mandatory Measures)**

System Capacity Reduction Target: Limit daily water demand to no more than 80% capacity for three days or 85% for one day.

Water Supply Reduction Target: As determined by the LCRA Board.

8.2 Retail Customers Measures

(1) **STAGE 1 - Mild Water Shortage Conditions (Voluntary Measures)**

- A. Supply Management Measures: The City of Dripping Springs will review system operations and identify ways to improve system efficiency and accountability.

B. Demand Management Measures:

1. Ask customers to voluntarily comply with the water-use restrictions outlined in Stage 2 of this plan;
2. Actively promote drought related issues and the need to conserve;
3. If appropriate for the utility system, explore ways to implement permanent water efficiency ordinances relating to uses such as vehicle washing facilities, pressure washing equipment, drought tolerant landscaping for all new landscapes, irrigation evaluations for large properties.

(2) **STAGE 2 - Moderate Water Shortage Conditions (Mandatory Measures)**

A. Supply Management Measures:

1. Apply all water-use restrictions prescribed for Stage 2 of the plan for the City of Dripping Springs' utility owned facilities and properties;
2. Explore ways to reduce system water loss by measures such as fixing leaks, replacing old meters, and recycling line flush water, as appropriate for the utility system.
3. Explore ways to increase use of recycled wastewater to reduce irrigation of public parks with potable water, as appropriate for the utility system.
4. The City of Dripping Springs will actively communicate drought-related issues, including the current and projected water supply conditions, water supply restrictions and the need to conserve to its retail customers.

B. Demand Management Measures:

Under threat of penalty, the following water-use restrictions shall apply to all retail water customers:

1. Irrigation of Landscaped Areas:
 - a. **If the combined water storage of lakes Buchanan and Travis are less than 900,000 AF but greater than 750,000 AF** - Irrigation of landscaped areas with hose-end sprinklers or in-ground irrigation systems shall be limited to a no more than a TWICE weekly watering schedule determined by The City of Dripping Springs. Irrigation of commercial landscapes and recreational areas may apply for a variance but must still develop a schedule where no part of the landscape is watered more than twice per week. *See Appendix A - The City of Dripping Springs Water System - Recommended Watering Schedule.*
 - b. **If the combined water storage of lakes Buchanan and Travis are less than or equal to 750,000 AF** - Irrigation of landscaped areas with hose-end sprinklers or in-ground irrigation systems shall be limited to a no more than a ONCE weekly watering schedule with a maximum **15 hour** irrigation window as determined by The City of Dripping Springs. Irrigation of commercial landscapes and recreational areas may apply for a variance but must still develop a schedule where no part of the landscape is watered more than once per week.

- c. Outdoor watering hours will be limited to between midnight and 10 a.m. and between 7 p.m. and midnight on designated days. This prohibition does not apply to irrigation of landscaped areas if it is by means of:
 - i. a hand-held hose with a positive shut off device; or
 - ii. a faucet-filled bucket or watering can of five gallons or less
 - iii. Drip irrigation
- d. New landscapes may be installed and re-vegetation seeding performed under these specific criteria:
 - i. A completed variance form for new landscapes has been submitted to the The City of Dripping Springs and has been approved prior to the installation of the landscape, or re-vegetation seed application
 - ii. Irrigation of the new landscape follows the schedule identified in the new landscape variance. The schedule will be developed to minimize water waste.
 - iii. Areas being re-vegetated for soil stabilization must also comply with the (i) and (ii) specific criteria above. Alternative options to re-vegetation such as mulch may be available in times of low water supply. Specific information regarding options is available in the LCRA Highland Lakes Watershed Ordinance Technical Manual.
 - iv. Variances for new landscapes may be issued for a period of no more than 30 days from the day of issuance. A variance is not an exemption from compliance with the permanent water use restrictions under Section 9.2 of this plan. Variances will not be granted for seasonal “color bed” or temporary grass installation (overseeding).

2. Vehicle Washing:

Use of water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on designated watering days between the hours of midnight and 10 a.m. and between 7 p.m. and midnight. Such activity, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. A vehicle may be washed any time at a commercial car wash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

3. Pools:

- a. Draining and re-filling is permitted only onto pervious surfaces or onto a surface where water will be transmitted directly to a pervious surface, and only if:
 - i. Draining excess water from pool due to rain in order to lower water to maintenance level;
 - ii. Repairing, maintaining or replacing pool components that have become hazardous; or
 - iii. Repair of a pool leak.

- b. Public/community swimming pools are allowed to fill or replenish water in order to maintain safe levels of water quality for human contact and for maintenance as outlined above.

4. Outside Water Features:

- a) Operation of outside water features except for, ornamental fountains with a 4 inch emission or fall of water¹ that are recirculating, is prohibited, except where such features are used for aeration necessary to sustain aquatic life or maintain water quality. (This provision includes recirculating fountains associated with aesthetic ponds and swimming pools unless required for filtration).
- b) Operation of outdoor misting systems at a commercial facility is prohibited, except between the hours of 4 p.m. and midnight,
- c) Splash pad type fountains must be recirculating and should have an automatic timer shut-off feature when not in use unless public health and safety is compromised by installing a shut-off feature.

5. Ponds:

Ponds used for aesthetic, amenity, and/or storm water purposes may maintain water levels only necessary to preserve the integrity of the liner and operating system. The City of Dripping Springs may request specific design documentation regarding a pond and the intended purpose.

6. Golf Courses:

Golf courses receiving any amount of treated water from a City of Dripping Springs utility must either develop a drought contingency plan that meets the minimum water reduction target set for Stage 2 or adopt the LCRA sample golf course drought contingency plan.

7. Events:

Events involving the use of water such as: car washes, festivals, parties, water slides, and other activities involving the use of water are permitted, if the water being used drains to a recirculating device, or onto a pervious surface to prevent water waste.

- a) A charity car wash may not be conducted unless it occurs at a commercial vehicle washing facility.

8. Restaurants:

Restaurants, bars, and other commercial food or beverage establishments are encouraged not to provide drinking water to customers unless a specific request is made by the customer for drinking water.

9. Hotels/motels:

¹ Adopted from the City of Austin's 2012 Drought Contingency Plan update, which went through an extensive public input process. This measure was proposed by the fountain industry through that process.

The owner or operator of a hotel, motel short term rental or other establishment that offers or provides lodging or rental accommodations for compensation are encouraged to offer a towel and linen reuse water conservation option to its lodgers, renters, or customers and maintain in each applicable guest room, suite, or property informational signage to communicate information relating to this requirement and to offer the opportunity for guest participation

10. Fire Hydrants:

Use of water from fire hydrants shall be prohibited for landscape irrigation, filling pools, operating fountains, car washing. Water should be transported only for the purposes of firefighting or providing minimal water needed for indoor use where auxiliary sources are inadequate and activities necessary to maintain public health, safety and welfare, or for construction use. Transport of water other than for firefighting requires a variance and a meter.

11. Recreational areas (includes public parks):

Watering must follow a no more than twice per week schedule for each irrigated area. A variance can be obtained if watering cannot be completed on the designated two day schedule

12. Athletic fields

Watering should follow a no more than twice per week schedule per irrigated area unless the athletic fields are used for organized sports practice, competition, or exhibition events when irrigation outside of the standard weekly schedule is necessary to protect the health and safety of the players, staff, or officials present for the athletic event.

- a) All ornamental landscape areas around facilities with athletic fields shall follow general landscape irrigation restrictions.

13. Water Waste

The following non-essential uses of water are prohibited at all times during periods in which restrictions have gone into effect:

- a. Washing sidewalks, walkways, driveways, parking lots, street, tennis courts, and other impervious surfaces is prohibited except for immediate health and safety;
- b. Use of water to wash buildings, houses or structures with a pressure washer is restricted to equipment that is fitted with a water recycling unit and a spray nozzle using no more than 3.5 gallons of water per minute and employing a working trigger shut-off with a protective weep mechanism. Use of water to wash buildings with a hand-held hose with a positive shut-off nozzle is allowed;

- c. Use of water to control dust is prohibited, unless there is a demonstrated need to do so for reasons of public health and safety, or as part of an approved construction plan.

(3) STAGE 3 - Severe Water Shortage Conditions (Mandatory Measures)

A. Supply Management Measures:

1. The City of Dripping Springs will aggressively reduce system water loss by measures such as fixing leaks, replacing old meters, and recycling line flush water, as appropriate for the utility system.
2. The City of Dripping Springs will actively communicate drought-related issues, including the current and projected water supply conditions, water supply restrictions and the need to conserve to its retail customers.
3. In addition to measures implemented in the preceding stages of the plan, The City of Dripping Springs will explore additional emergency water supply options.

B. Demand Management Measures: Under threat of penalty, all retail customers are required to further reduce non-essential water uses as follows. All requirements of Stage 2 shall remain in effect during Stage 3, with the following modifications and additions.

1. Irrigation of Landscaped Areas:

Irrigation of ornamental landscaped areas is limited to the following restrictions:

- a. Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems, except for drip irrigation, shall be limited to a no more than a ONCE weekly watering schedule as determined by the City of Dripping Springs.
- b. Outdoor watering hours for spray irrigation will be limited to **six hours** a day, before 10 a.m and after 7 p.m. on designated days as determined by the City of Dripping Springs (see recommended schedule in Appendix A). This prohibition does not apply to irrigation of landscaped areas if it is by means of:
 - i. a hand-held hose with a positive shut-off device ; or
 - ii. a faucet-filled bucket or watering can of five gallons or less.
- c. New Landscapes may only be installed if
 - i. a 30 day watering schedule variance has been applied for and accepted
 - ii. no more than 50% of the irrigated landscaped area is water conserving natural turf
 - iii. only drought tolerant or native plants are installed
 - iv. drip irrigation with an automatic timer is installed in all beds
- d. Revegetation of disturbed areas due to construction is allowed, if required by local, state or federal regulations. A temporary watering variance must be granted by the City of Dripping Springs.

2. Vehicle Washing:

Use of water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on designated watering days between the hours of 7 a.m. and 10 a.m. and between 7 p.m. and 10 p.m. Such activity, when allowed,

shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. A vehicle can be washed at any time at a commercial car wash facility or commercial service station that recycles its water. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

3. Pools:

Installation of swimming pools is prohibited except when equipped with an automatic pool cover. Public/community swimming pools may be exempt from this prohibition to maintain safe levels of water quality for human contact.

4. Outside Water Features:

- a) Operation of outside water features except for ornamental fountains with a 4 inch emission or fall of water² that are recirculating, is prohibited, except where such features are used for aeration necessary to sustain aquatic life or maintain water quality. (This provision includes fountains associated with aesthetic ponds and swimming pools).
- b) Operation of residential aesthetic or recreational devices, such as water slides, is prohibited.
- c) Operation of outdoor misting systems at a commercial facility is prohibited except between 4 p.m. and 8 p.m.

5. Ponds:

Ponds used for aesthetic, amenity, and/or storm water purposes may maintain water levels only necessary to preserve the integrity of the liner and operating system and meet the LCRA Highland Lakes Ordinance or other applicable non-point source pollution regulation. The City of Dripping Springs may request specific design documentation regarding a pond and the intended purpose.

6. Golf Course:

Golf courses receiving any amount of treated water from a City of Dripping Springs utility must either develop a drought contingency plan in accordance with the City of Dripping Springs Drought Contingency Plan and will implement its Stage 3 mandatory restrictions in conjunction with the water provider or adopt the LCRA sample golf course drought contingency plan.

7. Events:

Events involving the use of water such as: car washes; festivals; parties; water slides; and other activities involving the use of water are prohibited.

8. Recreational areas (includes municipal parks and common areas):

² Adopted from the City of Austin's 2012 Drought Contingency Plan update, which went through an extensive public input process. This measure was proposed by the fountain industry through that process.

Irrigation of recreational areas with potable water must follow the 6 hour weekly irrigation schedule outlined in section B1 and watering of recreational areas should be prioritized by frequency of use. Unnecessary foot traffic should be discouraged. Watering using an auxiliary source such as recycled water is exempt from these restrictions.

9. Athletic fields

The City of Dripping Springs must require a variance for irrigation of athletic fields if irrigation falls outside of the normal watering schedule. Fields should only be irrigated that are being actively used for organized sports practice, competition, or exhibition events when the irrigation is necessary to protect the health and safety of the players, staff, or officials present for the athletic event.

- a) All ornamental landscape areas around facilities with athletic fields shall follow general landscape irrigation restrictions.

10. Water Waste

The following additional non-essential uses of water are prohibited at all times during periods in which restrictions have gone into effect

- a) Pressure washing is prohibited but variances may be granted by the City of Dripping Springs on the designated watering day for health and safety purposes only. Pressure washing equipment must be fitted with a spray nozzle that does not use more than 3.5 gallons of water per minute and has a trigger shut-off.

(4) STAGE 4 – Critical Water Shortage Conditions

Under threat of penalty for violation, all retail customers are required to reduce nonessential water uses during an emergency. All requirements of Stages 1 through 3 are also in effect during stage 4, with the following modifications and additions:

1. Irrigation of ornamental landscaped areas with hose end sprinklers and automatic irrigation, except drip irrigation, is prohibited.
2. Irrigation is allowed with a hand-held hose with a working on/off nozzle, bucket, or drip irrigation only between the hours of 7 a.m. and 10 a.m. or 7 p.m. and 10 p.m. one day per week on the designated outdoor water use day as determined by the City of Dripping Springs.
3. New landscapes irrigated with spray irrigation are prohibited. New irrigated turf grass is prohibited. The City of Dripping Springs may issue new landscape variances for planting beds installed with drought tolerant or native plants specified in the Grown Green Plant Guide as having low or very low water needs (<http://austintexas.gov/department/grow-green/plant-guide>) and irrigated with point source drip irrigation or hand-held hose.
4. Use of water to operate outside water features, including fountains, outdoor misting

systems, and splash pads is prohibited.

5. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited, except as required for public health and safety purposes. Commercial car washing facilities may operate for health and safety purposes only except facilities which recycle water.
6. Golf courses receiving any amount of treated water from a City of Dripping Springs utility must either develop a drought contingency plan in accordance with the City of Dripping Springs Drought Contingency Plan and will implement its Stage 4 mandatory restrictions in conjunction with the water provider or adopt the LCRA sample golf course drought contingency plan.
7. The filling or replenishing of water to single-family residential swimming pools is only allowed if the pool is covered with a pool cover when not in use.
8. Public/community swimming pools are allowed to fill or replenish water in order to maintain safe levels of water quality for human contact.

Upon declaration of Stage 4 - Emergency Water Conditions, water use restrictions outlined in Stage 3 Critical Response Measures shall immediately apply.

(5) STAGE 5 – Emergency Water Shortage Conditions

Under threat of penalty for violation, all retail customers are required to reduce nonessential water uses during an emergency. All requirements of Stages 1 through 4 are also in effect during Stage 5, with the following modifications and additions:

1. Irrigation of landscaped areas is prohibited.
2. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited. This activity is only exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.
3. Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.
4. No applications for new, additional, expanded, or larger water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be allowed or approved.

Upon declaration of Stage 4 - Emergency Water Conditions, water use restrictions outlined in Stage 4 Emergency Response Measures shall immediately apply.

8.3 Wholesale Treated Customers

All the City of Dripping Springs wholesale treated water customers are required to develop and formally adopt drought contingency plans for their own systems in accordance with Title 30 Texas Administrative Code Sections 288.20 and 288.22. The water supply triggers and target reduction goals must be consistent with the LCRA DCP. In addition, the measures of this plan must be at least as stringent as the drought response measures required by the City of Dripping Springs for its retail customers. Wholesale treated water customers must include in their wholesale water supply contracts the requirement that each successive wholesale customer develop and formally adopt a drought contingency plan, consistent with the LCRA DCP.

(1) STAGE 1 - Mild Water Shortage Conditions (Voluntary Measures)

The City of Dripping Springs will contact wholesale treated water customers to discuss supply and demand conditions. The City of Dripping Springs will provide a limited supply of consumer information and materials on water conservation measures and practices to wholesale customers.

(2) STAGE 2 - Moderate Water Shortage Conditions (Mandatory Measures)

The City of Dripping Springs will keep wholesale treated water customers informed about demand and current and projected water supply conditions. The City of Dripping Springs will initiate discussions with wholesale treated water customers about potential curtailment and the implementation of mandatory measures to reduce all non-essential water uses.

(3) STAGE 3 - Severe Water Shortage Conditions (Mandatory Measures)

The City of Dripping Springs will contact its wholesale treated water customers to initiate mandatory measures to control water demand and to ensure capacity for emergency response requirements. Mandatory measures will include the curtailment of nonessential water uses in accordance with the wholesale treated water customer's own drought contingency plan.

In addition, if the Stage 3 triggering criteria is based on a water supply shortage, LCRA will initiate the curtailment of water provided to wholesale treated water customers on a pro rata basis. The wholesale treated water customer's monthly allocation of water shall be based on a percentage of the customer's baseline water use. The percentage will be determined by the LCRA Chief Operations Officer and may be adjusted as conditions warrant.

(4) STAGE 4 - Emergency Water Conditions

All requirements of Stage 3 shall remain in effect during Stage 4. Additional measures may be added as needed.

9.0 Enforcement

9.1 Enforcement Provisions

The following enforcement provisions shall apply to all the City of Dripping Springs water customers:

- Appendix B – Enforcement Provisions for Municipalities*
- Appendix C – Enforcement Provisions for Water Districts*
- Appendix D – Enforcement Provisions for Water Supply Corporations and Investor-Owned Utilities*

9.2 Variances

- (1) The City of Dripping Springs staff may grant variances:
 - A. Temporary watering schedule variances are allowed for new landscapes that use drought resistant landscaping or water conserving natural turf. Temporary watering schedule variances are also allowed for revegetation of disturbed areas due to construction, or if required by local, state or federal regulations. Temporary watering schedule variances shall include the following limitations:
 - A 30 day temporary watering schedule must be applied for and issued before the irrigation may begin
 - Days 1 thru 10 automatic irrigation or hose end sprinklers are allowed every day except between the hours of 10 a.m. and 7 p.m.
 - Days 11-20 automatic irrigation or hose end sprinklers are allowed every other day except between the hours of 10 a.m. and 7 p.m.
 - Days 21-30 automatic irrigation or hose end sprinklers are allowed every third day except between the hours of 10 a.m. and 7 p.m.
 - Day 31 must return back to the watering schedule as defined in Appendix A
 - Hand watering is allowed anytime with a hose equipped with a positive shut off nozzle
 - B. From specific applications of the outdoor water schedule, providing that the variances do not increase the time allowed for watering but rather alter the schedule for watering; and
 - C. Allowing the use of alternative water sources (i.e., ground water, reclaimed wastewater) that do not increase demand on potable water sources for outdoor use. Variance requests may be submitted to staff and need not meet the requirements of subsection below.
- (2) The general manager, or his designee, may grant in writing temporary variances for existing water uses otherwise prohibited under this plan if it is determined that failure to do so would cause an emergency adversely affecting the public health, sanitation, or fire protection, and if one or more of the following conditions are met:
 - A. Compliance with this plan cannot be accomplished during the duration of the time the plan is in effect; or

- B. Alternative methods can be implemented that will achieve the same level of reduction in water use.
- (3) Persons requesting a variance from the provisions of this plan shall file a petition for variance with the City of Dripping Springs water utility system any time the plan or a particular drought response stage is in effect. The general manager or his designee will review petitions for variances. The petitions shall include the following:
- Name and address of the petitioner
 - Purpose of water use
 - Specific provision of the plan from which the petitioner is requesting relief.
 - Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm the petitioner or others will sustain if petitioner complies with this plan
 - Description of the relief requested
 - Period of time for which the variance is sought
 - Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and the compliance date
 - Other pertinent information
- (4) Variances granted by a City of Dripping Springs water utility system shall be subject to the following conditions, unless waived or modified by the general manager, or his designee:
- A. Variances granted shall include a timetable for compliance.
- B. Variances granted shall expire when the plan, or its requirements, is no longer in effect, unless the petitioner has failed to meet specified requirements.
- (5) No variance shall be retroactive or otherwise excuse any violation occurring before the variance was issued.

9.3 Plan Updates

The plan will be reviewed and updated as needed to meet both TCEQ and LCRA drought contingency plan rules.

10 Appendices

Appendix A – Mandatory Watering Schedules

Permanent mandatory watering schedule

The City of Dripping Springs Water System

Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler no more than **TWICE per week** and only during scheduled days and times as indicated below:

Residential

Odd number addresses: Wednesdays and Saturdays

Even number addresses: Thursdays and Sundays

Commercial (including large landscapes such as HOA common areas)

Tuesdays and Fridays

Watering Hours:

Midnight to 10 a.m. and 7 p.m. to midnight

2nd mandatory watering schedule (750,000 AF combined storage)

The City of Dripping Springs Water System

Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler no more than **ONCE per week** for **15 hours** only during scheduled days and times as indicated below:

Residential- automatic irrigation systems

Odd number addresses: Wednesdays

Even number addresses: Thursdays

Residential- hose end irrigation systems

Odd number addresses: Saturdays

Even number addresses: Sundays

Commercial (including large landscapes such as HOA common areas)

Even number addresses: Tuesdays

Odd number addresses: Fridays

Public Schools- Mondays

Watering Hours:

Hose end irrigation systems: Midnight to 10 a.m. and 7 p.m. to midnight

Automatic irrigation systems: Midnight to 10 a.m. and 7 p.m. to midnight

3rd mandatory watering schedule (600,000 AF combined storage)

The City of Dripping Springs Water System

Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler no more than **ONCE per week** for **6 hours** only during scheduled days and times as indicated below:

Residential- automatic irrigation systems

Odd number addresses: Wednesdays

Even number addresses: Thursdays

Residential- hose end irrigation systems

Odd number addresses: Saturdays

Even number addresses: Sundays

Commercial (including large landscapes such as HOA common areas)

Even number addresses: Tuesdays

Odd number addresses: Fridays

Public Schools- Mondays

Watering Hours:

Hose end irrigation systems: 7 a.m. to 10 a.m. and 7 p.m. to 10 p.m.

Automatic irrigation systems: Midnight to 6 a.m.

Appendix B – Enforcement Provisions for Municipalities

Enforcement for Retail Customers

The following enforcement provisions shall apply to all the City of Dripping Springs retail water customers:

- (1) No person shall knowingly or intentionally use or allow the use of water from a City of Dripping Springs water utility system for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time.
- (2) Any person who violates this plan shall be subject to the following fines, penalties and/or conditions of service:
 - A. Following the first documented violation, the violator shall be given a notice specifying the type of violation and the date and time it was observed. Fines and restrictions on service that may result from additional violations;
 - B. Following the second documented violation, the violator shall:
 1. Be criminally responsible for the violation of this Plan, punishable by a fine of \$250; and
 2. Be subject to a civil penalty of \$500.
 - C. Following the third documented violation, the violator shall:
 1. Be criminally responsible for the violation of this Plan, punishable by a fine of \$500; and
 2. Be subject to a civil penalty of \$1000.
 - D. Following the fourth documented violation, the City of Dripping Springs shall, upon due notice to the customer, discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at \$100, and any outstanding charges including late payment fees or penalties. In addition, suitable assurance in the amount of a deposit of \$500 must be given to the City of Dripping Springs so that the same action shall not be repeated while the plan is in effect. The City of Dripping Springs may apply the deposit to any surcharges or penalties subsequently assessed under this plan against a customer. The deposit, if any, shall be returned to the customer at the time of the customer's voluntary disconnection from the utility system.
- (3) Each day that one or more of the provisions in this plan is violated shall constitute a separate violation. Any person, including one classified as a water customer of the City of Dripping Springs, in apparent control of the property where a violation occurs or originates, shall be presumed to be the violator. Any such person, however, shall have the right to show that he did not commit the violation. See enforcement process diagram in *Appendix E - Drought Response Retail Enforcement Process for Municipalities*.

- (4) The designated manager or official of the City of Dripping Springs shall have the power to enforce the provisions of this Plan.
- (5) The municipal court shall have the power to issue to the designated manager or official of the City of Dripping Springs administrative search warrants, or other process allowed by law, where necessary to aid in enforcing this Plan.
- (6) Judicial enforcement of fines and penalties issued pursuant to this Plan may be sought through a municipal court, district court or small claims court having jurisdiction over the matter.
- (7) Compliance with this Plan also may be sought through injunctive relief in state district court.

Enforcement for Wholesale Customers

Wholesale treated water customers shall provide the City of Dripping Springs with an order, ordinance, or resolution to demonstrate adequate enforcement provisions for the wholesale customer’s own drought contingency plan.

In addition, wholesale treated water customers who fail to comply with the drought contingency measures in the plan may be subject to the following civil penalties, in addition to any other remedies available to the City of Dripping Springs by law or under the terms of the wholesale water contracts:

Penalties for wholesale treated water customers:

First documented violation:	<u>Written notice of violation</u>
Second documented violation:	Penalty fee up to \$5,000
Third documented violation:	Penalty fee up to \$10,000

Legal Authority applicable to Municipalities in Regard to Drought Contingency Plan Enforcement

- Texas Local Government Code sec. 552.001
- Texas Local Government Code sec. 54.00 1
- Texas Local Government Code sec. 54.005
- Texas Local Government Code sec. 54.012 - 54.017
- Texas Government Code sec. 29.003

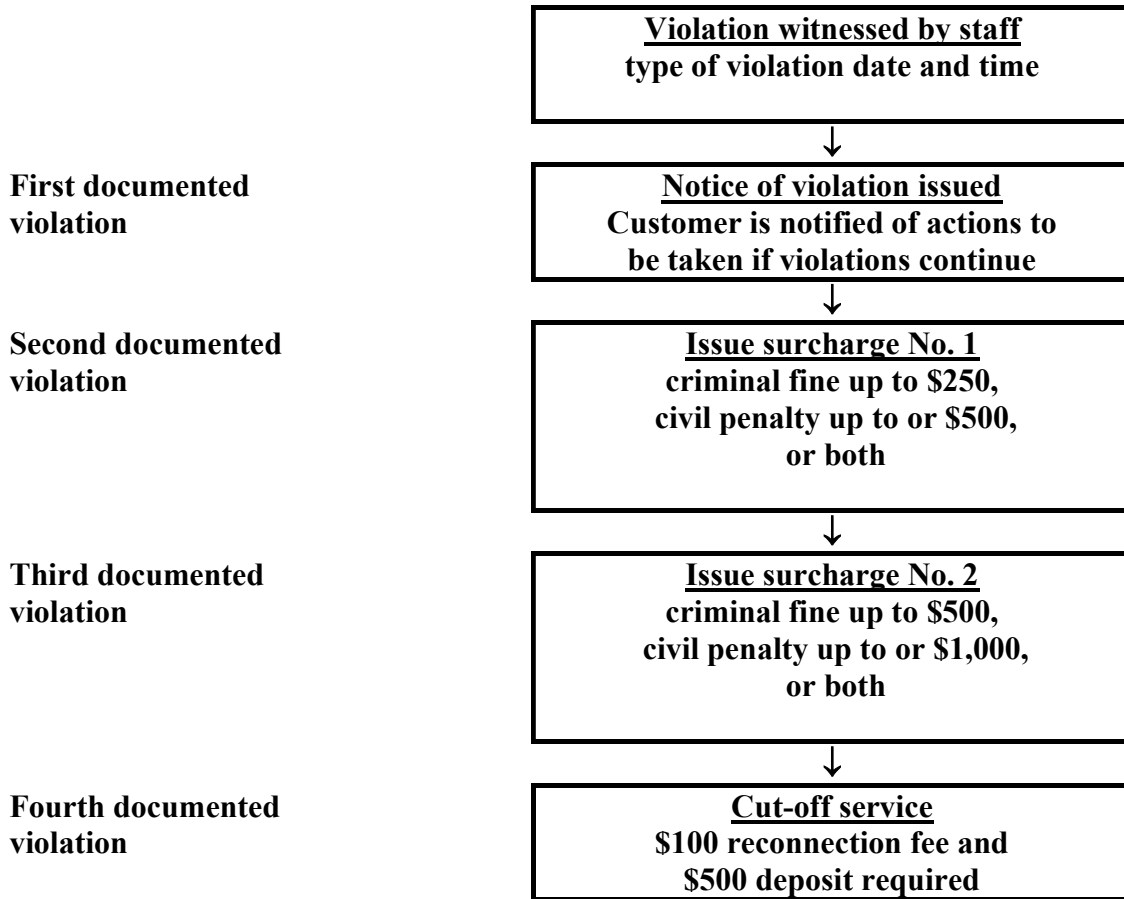
Appendix C – Enforcement Provisions for Water Districts

N/A

Appendix D – Enforcement Provisions for Water Supply Corporations and Investor-Owned Utilities

N/A

Appendix E – Drought Response Retail Enforcement Process for Municipalities



Appendix F – Drought Response Retail Enforcement Process for Water Districts and Investor-Owned Utilities

N/A

Appendix G – Example Authorization to Implement and Approve Drought Contingency Plans

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

I, John W. Rubottom, hereby certify that I am the General Counsel and Assistant Secretary of the Board of Directors (Board) of the Lower Colorado River Authority (LCRA), a conservation and reclamation district, duly organized and existing under and by virtue of the public laws of the State of Texas.

I further certify that the Board of Directors of LCRA, on March 25, 2009, in a meeting posted properly in accordance with the Texas Open Meetings Act and with a quorum present and voting, unanimously authorized the general manager and his staff to prepare and submit water conservation and drought contingency plans to the Texas Commission on Environmental Quality that are consistent with direction provided by the Board, as described in LCRA Board Agenda Item 8, a true and correct copy of which is attached hereto.

TO CERTIFY WHICH, witness my hand and official seal this the 7th day of April, 2009.



[Handwritten Signature]
John W. Rubottom, General Counsel
and Assistant Secretary of the
LCRA Board of Directors

Exhibit G
Demand Schedule

Year	Active LUEs	Annual Water Usage*
2022	0	0.0 acre-ft
2023	873	440.0 acre-ft
2024	1941	978.4 acre-ft
2025	3008	1516.2 acre-ft
2026	4838	2438.7 acre-ft

*Calculation is based on 450 gal/day/LUE

Exhibit H
Arbitration Procedures

EXHIBIT H

ARBITRATION PROCEDURES

Section 1. Arbitration.

1.1. Binding Arbitration. Binding arbitration shall be conducted in accordance with the following procedures:

- (a) The party seeking arbitration hereunder shall request such arbitration in writing, which writing shall be delivered to the opposing party or parties and include a clear statement of the matter(s) in dispute. If a legal proceeding relating to the matter(s) in dispute has previously been filed in a court of competent jurisdiction (other than a proceeding for injunctive or ancillary relief) then such notice of election under this section shall be delivered within ninety (90) days of the date the electing party receives service of process in such legal proceeding. Otherwise, the legal proceeding shall be allowed to continue and binding arbitration shall not apply to the matter(s) in dispute in that legal proceeding.
- (b) Except to the extent provided in this Exhibit, the arbitration shall be conducted in accordance with the commercial rules of the American Arbitration Association by a single arbitrator to be appointed as follows: (i) upon the issuance and receipt of a request for arbitration, the requesting and receiving party each shall designate a representative for the sole purpose of selecting, by mutual agreement with the other party's designee, the individual who shall arbitrate the Dispute or Controversy referred to arbitration hereunder; (ii) within twenty (20) days of their appointment, the two representatives shall designate a third individual who shall be the arbitrator to conduct the arbitration of the Dispute or Controversy; (iii) said individual shall be qualified to arbitrate the Dispute or Controversy referred to arbitration hereunder and have a schedule that permits him or her to serve as arbitrator within the time periods set forth herein. In order to facilitate any such appointment, the party seeking arbitration shall submit a brief description (no longer than two (2) pages) of the Dispute or Controversy to the opposing party. In the event the parties' two representatives are unable to agree on a single arbitrator of the Dispute or Controversy within the twenty (20) day period, then the arbitrator shall be appointed by the then-serving chief administrative district judge of Travis County, Texas, or any successor thereto within the next ten (10) day period. The party seeking arbitration shall make the parties' request for appointment of an arbitrator and furnish a copy of the aforesaid description of the Dispute or Controversy to said judge. Each party may, but shall not be required to, submit to said judge a list of up to three (3) qualified individuals as candidates for appointment as the arbitrator whose schedules permit their service as arbitrator within the time periods set forth herein. The arbitrator appointed by the judge need not be from such lists.
- (c) Within thirty (30) days of the date the arbitrator is appointed, the arbitrator shall notify the parties in writing of the date of the arbitration hearing, which hearing date shall be not less than one-hundred twenty (120) days from the date of the arbitrator's appointment. The arbitration hearing shall be held in Austin, Texas. Except as otherwise provided

herein, the proceedings shall be conducted in accordance with the procedures of the Texas General Arbitration Act, Tex. Civ. Prac. & Remedies Code § 171.001 et seq. (the "Texas General Arbitration Act"). Depositions may be taken and other discovery may be made in accordance with the Texas Rules of Civil Procedure, provided that (i) depositions and other discovery shall be completed within ninety (90) days of the appointment of the arbitrator, (ii) there shall be no evidence by affidavit allowed, and (iii) each party shall disclose a list of all documentary evidence to be used and a list of all witnesses and experts to be called by the party in the arbitration hearing at least twenty (20) days prior to the arbitration hearing. The arbitrator shall issue a final ruling within thirty (30) days after the arbitration hearing. Any decision of the arbitrator shall state the basis of the award and shall include both findings of fact and conclusions of law. Any award rendered pursuant to the foregoing, which may include an award or decree of specific performance hereunder, shall be final and binding on, and not appealable by, the parties, and judgment thereon may be entered or enforcement thereof sought by either party in a court of competent jurisdiction. The foregoing deadlines shall be tolled during the period that no arbitrator is serving until a replacement is appointed in accordance with this Exhibit.

- (d) Notwithstanding the foregoing, nothing contained herein shall be deemed to give the arbitrator appointed hereunder any authority, power or right to alter, change, amend, modify, waive, add to or delete from any of the provisions of the contract.

Section 2. Further Qualifications of Arbitrators; Conduct. All arbitrators shall be and remain at all times wholly impartial and, upon written request by any party, shall provide the parties with a statement that they can and shall decide any Dispute or Controversy referred to them impartially. No arbitrator shall be employed by any party, the State of Texas, or have any material financial dependence upon a party, the State of Texas, nor shall any arbitrator have any material financial interest in the Dispute or Controversy.

Section 3. Applicable Law and Arbitration Act. The agreement to arbitrate set forth in this Exhibit shall be enforceable in either federal or state court. The enforcement of such agreement and all procedural aspects thereof, including the construction and interpretation of this agreement to arbitrate, the scope of the arbitrable issues, allegations of waiver, delay or defenses as to arbitrability and the rules (except as otherwise expressly provided herein) governing the conduct of the arbitration, shall be governed by and construed pursuant to the Texas General Arbitration Act. In deciding the substance of any such Dispute or Controversy, the arbitrator shall apply the substantive laws of the State of Texas. The arbitrator shall have authority, power and right to award damages and provide for other remedies as are available at law or in equity in accordance with the laws of the State of Texas, except that the arbitrator shall have no authority to award incidental or punitive damages under any circumstances (whether they be exemplary damages, treble damages or any other penalty or punitive type of damages) regardless of whether such damages may be available under the laws of the State of Texas. The parties hereby waive their right, if any, to recover punitive damages in connection with any arbitrated Dispute or Controversy.

Section 4. Consolidation. If the parties initiate multiple arbitration proceedings, the subject matters of which are related by common questions of law or fact and which could result in conflicting awards or obligations, then the parties hereby agree that all such proceedings may be consolidated into a single arbitration proceeding.

Section 5. Pendency of Dispute; Interim Measures. The existence of any Dispute or Controversy eligible for referral or referred to arbitration hereunder, or the pendency of the dispute settlement or resolution procedures set forth herein, shall not in and of themselves relieve or excuse either party from its ongoing duties and obligations under the contract or any right, duty or obligation arising therefrom; provided, however, that during the pendency of arbitration proceedings and prior to a final award, upon written request by a party, the arbitrator may issue interim measures for preservation or protection of the status quo.

Section 6. Complete Defense. The parties agree that compliance by a party with the provisions of this Exhibit shall be a complete defense to any Action or Proceeding instituted in any federal or state court, or before any administrative tribunal by any other party with respect to any Dispute or Controversy that is subject to arbitration as set forth herein, other than a suit or action alleging non-compliance with a final and binding arbitration award rendered hereunder.

Section 7. Costs. Each party shall bear the costs of its appointed representative to select the arbitrator of the Dispute or Controversy and its own attorneys' fees, while the costs of the arbitrator of the Dispute or Controversy incurred in accordance with the foregoing shall be shared equally by the parties. Additional incidental costs of arbitration shall be paid for by the nonprevailing party in the arbitration; provided, however, that where the final decision of the arbitrator is not clearly in favor of either party, such incidental costs shall be shared equally by the parties.



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

Submitted By: Caylie Houchin; Community Events Coordinator

Council Meeting Date: 08.23.2022

Agenda Item Wording: Discuss and consider approval of a Special Event Permit Application for the Dripping Springs Pumpkin Festival to take place September 24 through October 31, 2022, at the Dr. Pound Farmstead and utilizing Founders Memorial Park for parking.

Agenda Item Requestor: Caylie Houchin; Dripping Springs Pumpkin Fest, LLC.

Summary/Background: The purpose of this event is to offer a family-friendly fundraiser for the Dr. Pound Farmstead and to increase awareness of the Farmstead. The event is titled the “Dripping Springs Pumpkin Fest” which will feature seasonal decorations, photo opportunities, face painting, balloon twisting, live music, pony rides, petting zoo, trackless train rides, games and activities, seasonal vendors, licensed food trucks, and other attractions commonly associated with fall festivals and/or pumpkin patches, as well as the sale of pumpkins, gourds, and concessions. The event is planned to be open from September 24 to October 31st with setup and teardown dates starting on September 17, 2022 and lasting until November 7, 2022.

The applicant has contacted DSYSA requesting shared use of the parking lot. An email from the DSYSA president, Michelle Ciacco has been received by staff documenting the understanding that there may be parking overlap during the event hours and of operations and peak field use by DSYSA.

The Dripping Springs Farmers Market Manager is aware they will need to move operations for the time the Pumpkin Festival is using the Pound House grounds. They will be utilizing the area around Founders Park Pavilion and Pool House during that time.

Emergency Management Coordinator, Roman Baligad reviewed the special event permit application and has no concerns.

Commission Recommendation: Approved by the Parks and Recreation Commission on Wednesday August 17th, 2022 with a vote of 7 to 0.

Staff Recommendation: Approve Dripping Springs Pumpkin Fest, LLC's request to utilize Founders Park parking lot for guest parking.

Attachments: Pumpkin Festival Special Event Permit Application including:

- Event Site Plan
- Sound Control Schedule
- Maintenance & Clean Up Plan
- Monitoring & Security Plan
- Neighborhood Notification Plan
- Correspondences to local EMS/Fire/Constables
- Traffic Plan
- Solaro Estate Winery TABC License
- DSYSA President Email
- Certificates of Insurance
- Dripping Springs Pumpkin Fest, LLC Certificate of Formation Limited Liability Company
- Event Location Agreement Between Dripping Springs Pumpkin Fest, LLC, and the Dr. Pound Farmstead

Next Steps/Schedule: Notify applicant of City Council decision.



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

Submitted By: Craig Rice, Maintenance Director

Council Meeting Date: August 23rd, 2022

Agenda Item Wording: **Discuss and consider approval of an agreement with Brightly Software Inc. for public works software.**

Agenda Item Requestor: Craig Rice, Maintenance Director

Summary/Background: City staff began researching work order management software early in Fiscal Year 2022 when the wastewater services were brought in house and the current work order system did not meet their needs for maintenance and operations. The Maintenance Department has been making do with the current provider but would benefit as much if a software program better fit both Public Works and Maintenance Department needs.

All of the features of the software will serve to meet one of our strategic planning initiatives – Create Operational Efficiency. Having the ability to generate a work orders while in the field will greatly increase the quality and accuracy of work orders. The completed work orders will then be tracked and staff will have the ability to generate reports and analyze more accurately where time is being spent, which will help us in the budgeting process as well as with staffing and equipment.

The initial startup and first-year support will cost \$19,273.48. That includes a Sourcewell discount as these services are included in the Sourcewell competitively negotiated contract. Going forward the City will continue to get a Sourcewell discount on the annual subscription fees. The proposal is a five-year contract with around 3% increases each year over the five years with year 2 services invoiced at \$10,312.54.

Commission Recommendations: N/A

Recommended Council Actions: Approval of the agreement and purchase for FY23 of the Work Order management software from Brightly Software Inc.

Attachments: Brightly Contract Cover Page.pdf
City of Dripping Springs. Asset Essentials Proposal.pdf
Brightly Subscription Agreement-revMar2022.pdf
Brightly Software Addendum_City of Dripping Springs_goc.docx
Conflict of Interest.pdf

Next Steps/Schedule: Attain required signatures and agreement.



Public Works Software Justification

BACKGROUND:

4 years ago, the City of Dripping Springs Maintenance Department was operating off of a paperwork order system. City staff began researching work order management software in 2018 and realized how effective it can be in helping to create a more efficient operation in the Maintenance Department. In that timeframe, the Building Department had begun utilizing MyPermitNow leading the Maintenance Department to work with the same contractor to help with standardization and ease of working with a familiar organization.

Currently, maintenance staff uses MyProjectNow, notes written on whiteboards, post-it notes, spreadsheets, and various other means to assign tasks and document work completed. Work order management software offers an opportunity to leverage the data attained and brings all of those methods of distributing and documenting work under one platform. The software allows anyone to generate a work order from a desk or out in the field while it is fresh in their mind. The work order can be assigned to specific people while keeping interested persons notified from beginning to end. The software can also schedule recurring routine maintenance tasks and track work completed. As staff gets more familiar with the software, there is an option of assigning costs to each project if desired so that we can better track our spending for future budgeting.

Staff has vetted products from three different contractors. The first and original contractor currently used by the City of Dripping Springs was eliminated due to the extra steps involved in work order management, data collections, and ability to adapt to the needs for the City of Dripping Springs. The ability to adjust the system to meet the needs of the department must go through the vendor and often times is time consuming and left with several errors for extended periods of time. The second contractor (iWorQ Systems) was originally the preferred contractor due to costs and user-friendly interfaces. Staff ultimately looked away from iWorQ Systems during agreement negotiations when the vendor would not sign the required conflict of interests and 1295 paperwork. The third contractor, Brightly Software, provided a similar public works software as iWorQ Systems but their Public Works system is more robust and contains additional modules the City of Dripping Springs would not utilize in the near future (Gas/Electrical Management and Waste Management). Both iWorQ Systems and Brightly Software have additional packages that include code enforcement, permitting, billing, GIS and more in case additional departments were to look at stepping away from MyPermitNow for any reason. After discussions with iWorQ Systems had concluded, staff continued discussions with Brightly Software and began working on an agreement and budget for City Council approval.

Brightly Software

All of the features of the Brightly Software will serve to meet one of our strategic planning initiatives – Create Operational Efficiency. Having the ability to generate a work order while in the field will greatly increase the quality and accuracy of work orders. The completed work orders will then be tracked providing staff the ability to generate reports and analyze more

accurately where time is being spent, which will help us in the budgeting process as well as with staffing and equipment.

Brightly also offers as part of its package vehicle/equipment maintenance tracking, which is something staff has long been seeking to get its maintenance record efficient. Staff does a great job with vehicle and equipment maintenance, but the record-keeping has always been on excel spreadsheets and lack of access from front-line maintenance staff. As we look to the future and employee growth it makes sense to have all of this maintenance tracked under one roof where everyone can go to see what has been done and what needs to be done on a piece of equipment.

Due to the current size of the City of Dripping Springs and its assets, there is not an apparent need for concern that additional cost will be added as the City continues to grow in the duration of the proposed agreement.

STAFF RECOMMENDATIONS:

Staff respectfully request and recommends approving the purchase of Asset Essentials management software from Brightly Software.



DRIPPING SPRINGS
Texas

**Public Works
Software**
FY2023

Contractor Tabulation

Public Works Software

Public Works Software

SCPCD (3-Year Term)	
Installation Cost	-
Work Order Module	\$4,200.00
*Project Assignment	
*Work Oder Assignment	
Facility Maintenance Module	\$ 2,400.00
*Facility Management Scheduling	
	\$ 6,600.00

Current provider

iWorQ Systems (3-Year Term)	
Installation Cost	\$ 7,250.00
Public Works Package	\$ 6,100.00
*Work Management	
*Sign Management	
*Pavement Management	
*Water Management	
*Sewer Management	
Facility Management Package	\$ 2,500.00
*Facility Management	
*Work Management	
*Internal Facility Request	
Added Insurance	\$ 1,000.00
	\$16,850.00

Preferred contractor - refuse to sign CIQ and 1295 Form leading staff to look at additional contractor

Brightly Software (5-Year Term)	
Installation Cost	\$ 9,177.83
Asset Essentials	\$10,095.65
*Facility Module	
*Parks and Rec Forestry Module	
*Waste Management, Recycling Module	
*Electric & Gas Utility Module	
*Streets, Sidewalks, Sign Module	
*Stormwater Management	
*Treatment Plants Management	
*Water/Wastewater Distribution Module	
*Fleet Module	
*Capital Forecasting	
	\$19,273.48



Annual Cost Comparison

Public Works Software

Public Works Software

SCPCD (3-Year Term)	
Year 1*	\$ 6,600.00
Year 2	\$ 6,600.00
Year 3	\$ 6,600.00
Total after 3 Years	\$ 19,800.00

iWorQ Systems (3-Year Term)	
Year 1*	\$ 9,600.00
Year 2	\$ 9,600.00
Year 3	\$ 9,600.00
Total after 3 Years	\$ 28,800.00

Brightly Software (5-Year Term)	
Year 1*	\$ 10,095.65
Year 2	\$ 10,312.54
Year 3	\$ 10,621.91
Year 4	\$ 10,940.57
Year 5	\$ 11,268.79
<i>Total after 3 Years</i>	\$ 31,030.10
Total after 5 Years	\$ 53,239.46

*Year 1 cost does not include installation costs





Contract Cover Sheet

Item 4.

Contract Number	BRI08162022
Contractor with Contact Information	Brightly Software Inc 11000 Regency Parkway, Suite 400 Cary, NC 27518
Effective Date	Upon execution. Septemeber 1, 2022
Termination Date	End of Contract October 1, 2026.
Renewal/ Termination Notice Date	Not less than Forty five (45) days written notice
Bid/Quotes/ Budgeted	Asset Essentials Package - \$19,273.48 Yr 1 and installation cost
Department	Maintenance Department
Council Meeting Date (if applicable)	8/16/2022

Number is first three letters of contractor with the date of approval. Ex: contract approved for HDR on Jan. 18, 2022 the number is HDR01182022. If administratively approved, use the date the contract is submitted to the city signator.



PREPARED FOR

City Of Dripping Springs ("Subscriber")

Craig Rice
Public Works Director
P.O. Box 384
Dripping Springs, TX 78620

PREPARED BY

Brightly Software Inc ("Company")
11000 Regency Parkway, Suite 400
Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

August 01, 2022



Q-306282

Service Term: 61 months (09/01/2022 - 09/30/2027)

Services			
Services Invoice - Year 1			
Item	Start Date	End Date	Investment
Asset Essentials Enterprise	9/1/2022	9/30/2023	9,177.83 USD
Subscription			9,177.83 USD
Year 1 Total:			

The Services invoice for Year 1 will be issued upon acceptance of the Order Form. Subsequent Services Invoices will be sent annually.

*2 months included at no charge on the first invoice.

Professional Services	
Asset Essentials Enterprise Implementation with Consulting	10,095.65 USD
Professional Services Year 1 Total:	10,095.65 USD
Total Year 1 Services & Professional Services	19,273.48 USD

Q-306282

Remaining Services Invoices

Item	Annual period Beginning	Investment
Year 2	10/1/2023	10,312.54 USD
Year 3	10/1/2024	10,621.91 USD
Year 4	10/1/2025	10,940.57 USD
Year 5	10/1/2026	11,268.79 USD





Asset Essentials – Assets, GIS, and PM Schedules Implementation Consulting Package

Statement of Work

Purpose

Brightly's (Company) Asset Essentials is designed to provide our clients with focused guidance by experienced consultants to ensure an effective and efficient implementation and a faster ROI. This includes - meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's current and future needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

Value

By partnering with Brightly, you are provided expert guidance in the best practice configuration and usage of Asset Essentials. The following are ways in which this value is realized:

- Faster time to value: clients who leverage our focused consulting services see implementation time frames that are up to four times faster than clients who do not utilize our services.
- Expert data management: we work with client data every day and provide guidance on creating good data for reporting. In partnership, we will help clean up and import data for you, allowing you more time to focus on your daily operations, and not the one-time activities necessary to get your account configured effectively.
- Dedicated professional services: the partnership between you and your consultant will align Asset Essentials best practices, configuration and workflows to best meet your business needs. Our team will bring their thousands of hours of expertise to the table, helping ensure a smooth transition to your new CMMS system.

Deliverables

- Project kick-off call with a Company Project Coordinator
- Determine specific maintenance related goals and objectives to drive the most effective Asset Essentials configuration to meet the client's current and future needs
- Determine and set-up appropriate workflows and drop-down lists
- Review, cleanse and import available user, location, asset, and scheduled PM data
- Establish integration with client GIS system, configure up to 10 client GIS layer syncs
- Assets, PMs and Corrective Work Order Processes
- Training for Admins, Leads and Full Users
- Go-Live Support for additional assistance during roll-out
- Unlimited access to Help Site, Virtual Classroom Trainings, and Best Practice webinars – during and after implementation

Methodology and Approach



Brightly or a qualified Service Provider (Company Service Provider) will interview your key maintenance stakeholders to determine account configurations and settings. With over 12,000 clients successfully using our software, we understand the importance of understanding your goals, objectives, and current workflows, as well as the importance of getting to know your users. Your professional services implementation will begin with an Orientation Call with a dedicated Project Coordinator. Additional resources will help prepare you for your consulting time through access to a project collaboration tool (Financial Force Community) where a team of implementation specialists will help answer questions and provide access and recommendations for Virtual Classroom Training sessions. Once your data has been collected you will be ready to work with your assigned consultant to understand your workflow, cleanse and import your data, configure your account and offer user-role based software training sessions. Below are topics that will be discussed with your Company Service Provider:

- The primary reasons your organization began a CMMS search
- The ideal timeline for completion
- Business deadlines that drive this timeline
- Project team members who will be participating in the implementation, and their roles
- Internal champions for this project
- Sceptics that may require additional change management support
- Issues, barriers, or roadblocks that your organization experienced with previous software implementations
- Resolution of those issues for this implementation/conversion
- Aspects of AE planned for immediate use
- Aspects of AE planned for future use
- Aspects of AE planned not to be used

	Immediate use	Future use	Not planned
Mobile App			
Cost Centers/Budgets			
Connector Tool Integration			
Projects			
Parts and POs			
Capital Forecast/Predictor Core			
Citizen Portal			
Mobile profiles			
Map-based Work Orders			



GIS Asset Management			
PM scheduling and best practices			
AE Reporting			

Goals and Reporting

- Reports/information needed from Asset Essentials for who and how often
- Key maintenance metrics
- Overall goals of your maintenance department
- Goals/needs from Asset Essentials CMMS
- Measures of success for this implementation

Users

- Users who will use Asset Essentials
- Roles for each user
- Responsibilities of each role including unique responsibilities within common roles
- Permissions per role
- Requester access, usage and approval
- Specialized user needs
- Departments

Public Works Departments

- Multiple site(s)
- Facility layout –
- Parent-child Locations for Buildings and Rooms
- Identifying Building-type Locations
- Management/supervisory responsibilities by functional area
- Similarities/differences between facilities

Mapping:

- WO creation from Map
- Citizen Portal (requires OIDC in Gov, not available in Edu)
- Mobile Profiles (available to all clients in Gov, requires GIS in Edu)

GIS:

- Configure GIS Map Settings
- Review Map Layers
- GIS Layer Configuration and Syncing Assets

Assets

- Asset life cycle process within your operation



- Major types/categories of equipment
- Asset Parent-child relationships
- Meters used
- Key reporting needed to drive effective asset management

Maintenance Operations

- Maintenance department org chart/hierarchy
- Techs specialized or general or both
- Tech service areas (if applicable)
- Departments other than maintenance involved in Asset Essentials -
- What departments
- Type of involvement
- Contractors

Workflow

- WO workflow processes –
- Requests/Corrective WO's
- Determining factors for who gets assigned each corrective or PM WO
- Examples include Location, Work Category, Type, Status, Priority, etc.
- Steps in the process -
- Requester process
- Approval process, if required
- Assignment Process
- Completion requirements
- Mobile app usage
- PM's
- Assigned from PM to an individual or flow through a planner/supervisor
- Asset Essentials creates Location or Asset-based PMs
- Tasks Library
- Scheduling cycles and stacking groups
- Overall WO management
- Prioritization
- Daily/Weekly needs
- Cost Tracking
- Building Views
- WO Reporting

Go Live Support

- Begin using AE as your primary CMMS
- Provide internal support for basic usability questions
- Up to 4 weekly follow up sessions with your Implementation Specialist to review progress with rollout and user adoption.

Implementation Complete!



- Project Close
- Begin working with Company's Legendary Support Team (LST) for ongoing user questions

Sample consulting engagement

Our primary goal is to assist your team in their transition to a new solution. Through our interviews with key staff, we will identify your objectives to focus on during our stay. Below you'll find an example schedule of a typical consulting engagement. Time invested into each phase varies based on client need.

Discovery Phase

The discovery phase is typically a phone or web interview that typically lasts a couple of hours

- Interview maintenance and operations managers/supervisors, technicians, operators
- Overview of application with key stakeholders
- Define workflow and use-cases within the applications
- Discuss change management and strategy

Data Loading and Configuration

Preparing Data is a key component of the service and requires client input, but the consultant will take care of the rest!

- Data review of existing data from previous CMMS system or data sets
- Map current data into AE setup and format
- Configure GIS Map Settings
- Review Map Layers
- GIS Layer Configuration and Syncing Assets
- Determine priority of data load to meet use-cases
- Review data in AE and discuss data management

Use-case setup and PM training

Setup workflow to meet use-cases and begin PM training

- Refinements to configuration, workflow and data as needed
- Build workflow to meet agreed use-cases
- Refine Request/Work Order templates to capture required data
- Training on creating and maintaining PMs with application Admins and Supervisors

Hands-on User Training

User training sessions by user role or function and typically last up to 90 minutes for up to 10-15 users

- Train end users – supervisors, technicians and requestors
- Hands on training of reactive workflow with Supervisors
- Mobile or Desktop training available for most user roles

Evaluation



At the conclusion of the consulting service, the consultant will forward notes to your project coordinator capturing what was accomplished and any recommended next steps. The project coordinator will schedule a follow-up call within 2 weeks of the consulting service. Ongoing communication until the project is complete will be through your Financial Force Community project.

Post Enablement Support

After data is loaded, the account configured, and users are trained the system is ready to roll-out

- Support go-live – adjust configuration, provide additional training and data entry support
- Review aspects of AE planned for future use
- Define follow-up tasks and next steps
- Define Post Launch Support point of contact

Project Assumptions

Company has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Client to validate these assumptions and responsibilities before signing the Acceptance. Deviations from these assumptions may impact Company's ability to successfully complete the project. Any changes in scope, schedule, or costs will be documented by the Project Coordinator, whether there is a cost impact or not.

- Company is not responsible for delays caused by missing data or other configuration information that is required to be available prior to the consulting service. Having the requested data and configuration information available prior to the consulting service may minimize delays so progress can be made quickly.
- Company is not responsible for updating or making configuration changes to the client GIS data

Client Assumptions

- Configuration and data options may vary based on the version of Asset Essentials and the corresponding service level that was purchased.
- Client will have access to GIS system. *ArcGIS online Viewer licenses may be required.*
- Client will have access to personnel on their side to make changes to GIS.
- GIS layers should all have unique names and Global IDs for Asset-syncing to be successful.
- Client IT department is responsible for ensuring access to mobile devices, internet connections, email access and web link access to the application(s)
- The client will schedule time for the appropriate resources to be available to the consultant for all scheduled consulting activity. The success of this process is dependent on the attendance and full engagement of the key stakeholders. The client will also provide a dedicated room or area with adequate technology for a successful consulting service, including but not limited to monitor/projector, computers/tablets, quality phone connection, and wireless internet access.
- All key stakeholders who will take part in the goals and objectives and data portions of the consulting service have attended the recommended virtual classroom trainings prior to the service.
- Prior to the consulting service, the client will provide data for each record type in Excel or CSV format in one file and one sheet with one record and its associated information per row.
- If there is no existing Asset data, the consultant will guide the client to focus on safety and location-based PMs and inspections.



- Rescheduling or cancellation of the service within 2 weeks of the scheduled delivery date will result in a \$500 rescheduling fee.

Special Terms for Asset Essentials:

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee of \$200 per year per additional 200GB of storage.



Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Unless otherwise specified on this Order Form, Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of 6% or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.

Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information



Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).

Billing frequency other than annual is subject to additional processing fees.

Please reference Q-306282 on any applicable purchase order and email to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>)

Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.



Signature

Presented to:

Q-306282

August 01, 2022, 11:03:09 AM

Accepted by:

Printed Name

Signed Name

Title

Date

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (this “Agreement”) shall govern Subscriber’s (as defined below) access and use of the Services (as defined below) provided by Brightly Software (“Company”). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY RESELLER PURCHASE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY OTHERWISE ACCESSING AND USING THE SERVICES, SUBSCRIBER AGREES TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS “ACCOUNT” OR “SUBSCRIBER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

Section 1.0 Ordering and Use of the Service**1.1 Company Cloud Service; Subscriber-Hosted Software.**

(a) *Company Cloud Service.* Unless otherwise specified on an applicable Order Form, Company Service shall be provided as Company-hosted, cloud Service. Company grants Subscriber a non-exclusive and non-transferable right to access and use the Service for the Term.

(b) *Subscriber-Hosted Software.* Where an applicable Order Form sets forth Subscriber-Hosted Software, subject to the provisions of this Agreement, Company grants Subscriber a non-exclusive and non-transferable license (with no right to sublicense) to install and use the software for the Term. In respect of such Subscriber-Hosted Software:

(i) Subscriber is responsible for installing and implementing the Subscriber-Hosted Software and any updates, enhancements or modifications, except for any Professional Services set forth on an applicable Order Form (i.e., implementation).

(ii) Subscriber may create copies of the Subscriber-Hosted Software to the extent strictly necessary to install and operate the Subscriber-Hosted Software for use in accordance with this Agreement, and to create backup and archival copies to the extent reasonably required in the normal operation of Subscriber systems. All such copies must include a reproduction of all copyright, trademarks or other proprietary notices contained in the original copy of the Subscriber-Hosted Software.

(iii) Subscriber is responsible for providing the Environment and ensuring the Environment functions properly, and for implementing appropriate data backup and security measures. “Environment” means the systems, networks, servers, equipment, hardware, software and other material specified in Documentation or an Order Form on which, or in connection with which, the Subscriber-Hosted Service will be used.

1.2 Ordering.

(a) *Ordering.* For the Company Services purchased, Company shall grant Subscriber Account Users access or use of the Service(s) and Professional Service(s) during their associated Term, including access and use of all of the Content contained in or made available through the Service(s). Subscriber agrees that its purchase is not contingent on the delivery of any future functionality or features, or dependent upon any oral or written public comments regarding future functionality or features. Subscriber agrees that it shall use the Service(s) solely for internal business purposes, and access and use of the Service(s) shall be limited to Account Users. Affiliates of either party may conduct business under this Agreement by executing an Order Form or other document that references this Agreement’s terms.

(b) *Account Setup.* To subscribe to the Service, Subscriber must establish its Account, which may only be accessed and used by its Account Users. To setup an Account User, Subscriber agrees to provide true and accurate information for such Account Users. Each Account User must establish and maintain personal, non-transferable Access Credentials, which shall not be shared with, or used by, any other individual. Subscriber must not create Account User(s) in a manner that intends to or has the effect of avoiding Fees, circumvents thresholds with the Account, or intends to violate the Agreement.

(c) *Subscriber Responsibilities.* With full responsibility for its Account Users, Subscriber shall: (i) take appropriate action to ensure that non-Account Users do not access or use the Service; (ii) ensure that all Account Users comply with all of the terms and conditions of this Agreement; (iii) be solely responsible for the accuracy, and appropriateness of all Subscriber Data created by Account Users using the Service; (iv) access and use the Service solely in compliance with the Documentation and all applicable laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (v) allow e-mail notifications generated by the Service on behalf of Subscriber’s Account Users to be delivered to Subscriber’s Account Users; and (vi) promptly notify Company if Subscriber becomes aware of any unauthorized use of its Account.

(d) *Usage Restrictions.* Subscriber agrees that it shall not, and shall not permit any Third Party to, directly or indirectly: (i) modify, copy, create derivative works or attempt to derive the source code of the Service; (ii) assign, sublicense, distribute or otherwise make available the Service, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Access Credentials or otherwise allow access or use the Service to provide any service bureau services or any services on a similar basis; (iv) use the Service in a way not authorized in writing by Company or for any unlawful purpose; (v) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Service; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Service; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Service; (ix) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (x) access or use the Service in order to replicate applications, products or services offered by Company and/or otherwise build a competitive product or service, copy any features, functions or graphics of the Service or monitor the availability and/or functionality of the Service for any benchmarking or competitive purposes; (xi) under any circumstances, through a Third Party application, a Subscriber Application or otherwise, repackage or resell the Service, or any Company data; (xii) store, manipulate, analyze, reformat, print, and display the Content for personal use; and (xiii) upload or



code, scripts, batch files or any other form of scripting or coding into the Service. Notwithstanding the foregoing restrictions, in the event Subscriber has purchased a Subscription for Commercial Use (as such term is defined below), Subscriber shall be permitted to use the Service to provide Third Party services in cases where such Third Parties access the Subscriber provided applications or services, but where such Third Parties do not have the ability to install, configure, manage or have direct access to the Services. Company hereby agrees, subject to payment of the applicable fees, to permit such use and the terms of this Agreement, including references to “internal use” and/or “internal business operations” shall be deemed to include and permit such use (hereafter referred to as “Commercial Use”).

(e) **Additional Guidelines.** Company reserves the right to establish or modify its Service offerings, general practices and limits concerning use of the Service, and if applicable provide alternative Service offerings and practices, with approximately thirty (30) days’ prior notice. Company also reserves the right to block IP addresses originating a Denial of Service (DoS) attack. Company shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Service and the block may be removed once Company is satisfied corrective action has taken place to resolve the issue.

(f) **Links to Third Party Websites.** To the extent that the Service links to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber’s rights with respect to such website, application or service, unless otherwise expressly provided Company. Company shall have no obligations or liability arising from Subscriber’s access and use of such linked Third Party websites, applications and services.

(g) **Beta Service.** From time to time, Company may make Beta Service available to Subscribers at no charge. Subscriber may choose to try such Beta Service or not in its sole discretion. Use of Beta Service is at Subscriber’s sole risk and may contain bugs or errors. Subscriber may discontinue use of the Beta Service at any time, in its sole discretion. Further, Company may discontinue any and all Beta Service availability at any time in its sole discretion without notice. NOTWITHSTANDING THE REPRESENTATIONS, WARRANTIES AND DISCLAIMERS IN SECTION 6, BETA SERVICE AND DOCUMENTATION, ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COMPANY SHALL HAVE NO INDEMNIFICATION OBLIGATIONS AND NO LIABILITY OF ANY TYPE WITH RESPECT TO THE BETA SERVICE UNLESS SUCH EXCLUSION IS UNENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE COMPANY’S LIABILITY WITH RESPECT TO THE BETA SERVICE PROVIDED SHALL NOT EXCEED \$500.00.

1.3 **Proprietary Rights.**

(a) Subscriber acknowledges and agrees that Company retains all ownership right, title, and interest in and to the Service, the Documentation and the Content, including without limitation all corrections, enhancements, improvements to, or derivative works thereof (collectively, “Derivative Works”), and in all Intellectual Property Rights therein or thereto. To the extent any Derivative Work is developed by Company based upon ideas or suggestions submitted by Subscriber to Company, Subscriber hereby irrevocably assigns all rights to use and incorporate Subscriber’s feedback, including but not limited to suggestions, enhancement requests, recommendations and corrections (the “Feedback”) relating to the Service, together with all Intellectual Property Rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Intellectual Property Rights in or to the Service, the Documentation and the Content, other than the rights expressly set forth in this Agreement

(b) Company acknowledges and agrees that Subscriber retains all ownership right, title, and interest in and to the Subscriber Data, including all Intellectual Property Rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants Company and its Affiliates a non-exclusive, royalty-free license to: (i) access, display, copy, distribute, transmit, publish, disclose and otherwise use all or any portion of the Subscriber Data to fulfill its obligations under this Agreement. In addition, Subscriber hereby grants Company a non-exclusive, royalty-free right to use aggregated and de-identified data generated and/or derived by Company from the Subscriber Data (the “De-Identified Data”) in order to improve the Service and Company’s performance hereunder, including without limitation, submitting and sublicensing such De-Identified Data to Third Parties for analytical purposes, provided that Company shall take commercially reasonable efforts to conduct such de-identification in a manner that ensures that such De-Identification cannot be traced back to Subscriber or natural persons.

(c) Subscriber acknowledges the Services may utilize, embed or incorporate Third Party software and/or tools (each, a “Third-Party Tool”) under a license granted to Company by one or more applicable Third Parties (each, a “Third-Party Licensor”), which licenses Company the right to sublicense the use of the Third-Party Tool solely as part of the Services. Each such sublicense is nonexclusive and solely for Subscriber’s internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third-Party Licensor retains all right, title, and interest to its applicable Third-Party Tool and all documentation related to such Third-Party Tool. All confidential or proprietary information of each Third-Party Licensor is Confidential Information of Company under the terms of this Agreement and shall be protected in accordance with the terms of Section 7.

Section 2.0 **Company Responsibilities**

2.1 Professional Services. To the extent Professional Services are included in the applicable Order Form and/or described in one or more statements of work, Subscriber agrees to abide by Company’s Professional Services Addendum. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect to the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that will be developed pursuant to such statement of work, and (iii) if applicable, sets forth each party’s respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work.

2.2 Service Levels.

(a) Company shall use commercially reasonable efforts to make the Service available 99.9% of the time for each full calendar month during the Term, determined on a twenty-four (24) hours a day, seven (7) days a week basis (the “Service Standard”). Service availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber’s delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber’s or its Account User’s Internet connectivity; (d)



Force Majeure Event; (e) any failure, interruption, outage, or other problem with Internet service or Non-Company Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Service by Company pursuant to the terms of the Agreement. “Scheduled Downtime” means, with respect to any applicable Service, the total amount of time (measured in minutes) during an applicable calendar month when such Service is unavailable for the majority of Subscribers’ Account Users due to planned Service maintenance. To the extent reasonably practicable, Company shall use reasonable efforts to provide eight (8) hours prior electronic notice of Service maintenance events and schedule such Service maintenance events outside the applicable business hours.

2.3 Protection of Subscriber Data. Company shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, unauthorized access or disclosure of Subscriber Data. All data and information provided by Subscriber through its use of the Service is subject to Company’s Privacy Policy, which can be viewed by clicking the “Privacy” hypertext link located within the Service. By using the Service, Subscriber accepts and agrees to be bound and abide by such Privacy Policy. At all times during the Subscription term and upon written request of Subscriber within thirty (30) days after the effective date of termination or expiration of this Agreement, Subscriber data shall be available for Subscriber’s export and download. Following the thirty (30) days after termination or expiration, Company shall not be obligated to maintain Subscriber Data and may delete or destroy what remains in its possession or control unless prohibited by law.

(a) If applicable in the United States, if Subscriber is a “Covered Entity” under the Health Insurance Portability and Accountability Act of 1996 (as amended from time to time, “HIPAA”), and if Subscriber must reasonably provide protected health information as defined by HIPAA in order to use the Services, Company shall be Subscriber’s “Business Associate” under HIPAA, and Company and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to Company).

(b) If applicable in the United Kingdom, Switzerland or European Economic Area (EEA), both parties will comply with the applicable requirements of Data Protection Legislation. “Data Protection Legislation” means (i) the United Kingdom’s Data Protection Act 2018, and (ii) the General Data Protection Regulation (“GDPR”) and any national implementing laws, regulations or secondary legislation. Company and Subscriber agree that Company will not be processing any personal data on behalf of the Subscriber as “Data Controller” (defined in accordance with the Data Protection Legislation). Company will collect, use, disclose, transfer and store personal information when needed to administer this Agreement and for its operational and business purposes, in accordance with Data Protection Legislation. To the extent personal data from the UK, Switzerland or the EEA are processed by Company, the terms of a data processing addendum (“DPA”) must be signed by the parties. To the extent Company processes personal data, its binding corporate rules and the standard contract clauses shall apply, as set forth in the DPA. For standard contract clauses, Subscriber and Company agree that Subscriber is the data exporter and Subscriber’s acceptance of this Agreement or applicable Order Form shall be treated as its execution of the standard contract clauses.

Section 3.0 Third Party Interactions

3.1 Relationship to Third Parties. In connection with Subscriber’s use of the Service, at Subscriber’s discretion, Subscriber may: (i) participate in Third Party promotions through the Service; (ii) purchase Third Party goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber’s Account, the Service, its application programming interface (“API”) and a Third Party provider; (iv) receive additional functionality within the user interface of the Service through use of the API; and/or (v) receive content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such Third Party activity, shall be solely between Subscriber and the applicable Third Party. Company shall have no liability, obligation or responsibility for any such Third Party correspondence, purchase, promotion, data exchange, integration or interaction. Company does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by Company as “certified,” “validated,” “premier” and/or any other designation. Company does not endorse any sites on the Internet that are linked through the Service.

3.2 Ownership. Subscriber is the owner of all Third Party content and data loaded into the Subscriber Account. As the owner, it is Subscriber’s responsibility to make sure it meets its particular needs. Company shall not comment, edit or advise Subscriber with respect to such Third Party content and data in any manner.

Section 4.0 Fees and Payment.

4.1 Fees. Subscriber shall pay to Company all fees specified in Order Forms. Except as otherwise stated on the Order Form: (i) Subscription Fees are based on Services and subscriptions purchased, (ii) all Subscription Fee payment obligations are non-refundable and non-cancelable, and (iii) quantities purchased cannot be decreased during the relevant Services Term. The Subscription Fee for such Service subscription shall be invoiced upon commencement of the Services Term. Thereafter, Company shall make reasonable efforts to invoice Subscriber for each applicable Subscription Fee sixty (60) days prior to its commencement. Unless Subscriber provides written notice of termination in accordance with Section 5.1, Subscriber agrees to pay all fees no later than thirty (30) days after the receipt of Company’s applicable invoice. Subscriber is responsible for providing complete and accurate billing and contact information to Company and notifying Company promptly of any changes to such information.

4.2 Automatic Payments. If Subscriber is paying by credit card or Automated Clearing House (“ACH”), Subscriber shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the “Automatic Payment Method”). Upon establishment of such Automatic Payment Method, Company is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.

4.3 Overdue Charges. If any invoiced amount is not received by Company by the due date, without limiting Company’s rights or remedies, those overdue charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum amount permitted by law, whichever is lower. Company reserves the right to condition an overdue Account’s future subscription renewals and Order Forms on shorter payment terms than those stated herein.

4.4 Taxes. Company’s fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Subscriber is responsible under applicable law, Company shall



this Section 4.5, Company shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. Subscriber agrees to indemnify and hold Company harmless from any encumbrance, fine, penalty or other expense which Company may incur as a result of Subscriber's failure to pay any Taxes required hereunder. For clarity, Company is solely responsible for taxes assessable against Company based on its income, property and employees.

4.5 Purchases through Resellers. In the event Subscriber purchases the Services (including any renewals thereof) through an authorized reseller of Company, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or Taxes. Such terms and conditions shall be negotiated solely by and between Subscriber and such authorized reseller. In the event Subscriber ceases to pay the reseller, or terminates its agreement with the reseller, Company shall have the right to terminate Subscriber's access to the Service at any time upon thirty (30) days' prior written notice to Subscriber unless Subscriber and Company have agreed otherwise in writing.

Section 5.0 Services Term and Termination

5.1 Services Term. This Agreement will commence on the Effective Date set forth on the Order Form and continues until all Service subscriptions hereunder have expired or have been terminated (the "Services Term"). Thereafter, except as stated on an applicable Order Form, the Services Term shall automatically renew for additional periods equal to the expiring subscription term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Service subscription not less than forty-five (45) days prior to the expiration of the then-current Services Term applicable to the Service subscription.

5.2 Termination for Cause. Either party may terminate this Agreement (in whole or with respect to an Order Form or purchased from a reseller) by notice to the other party if (i) the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days (except in the case of a breach of Section 7 in which case no cure period will apply) or (ii) the other party becomes the subject of a petition in bankruptcy or other similar proceeding. Company may, at its option, and without limiting its other remedies, suspend (rather than terminate) any Services if Subscriber breaches the Agreement (including with respect to payment of Fees) until the breach is remedied.

5.3 Effect of Termination. Termination or suspension of an individual Order Form or reseller purchase, will not terminate or suspend any other Order Form, reseller purchase or the remainder of the Agreement unless specified in the notice of termination or suspension. If the Agreement is terminated in whole, all outstanding Order Form(s) and reseller purchases will terminate. If this Agreement, any Order Form or reseller purchase is terminated, Subscriber agrees to pay all Fees owed up to the effective date of termination.

5.4 Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 1, 2.3, 5.3, 6, 7 and 8.

Section 6.0 Representations, Warranties and Disclaimers

6.1 Representations. Each party represents that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

6.2 Warranties.

(a) Company represents and warrants that during the applicable Subscription Term that Service will perform materially in accordance with the applicable Documentation. For any breach of this warranty in Section 6.2(a), Subscriber's exclusive remedy and Company's entire liability shall be as described in Section 5.2.

(b) Company represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 6.2(b), Subscriber's exclusive remedy and Company's entire liability shall be the re-performance of the applicable Professional Services.

(c) SERVICE, CONTENT, DOCUMENTATION, STORED DATA AND BETA SERVICE ARE PROVIDED "AS-IS" AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY. EXCEPT AS EXPRESSLY STATED HEREIN, THE PARTIES MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT, DOCUMENTATION, STORED DATA OR BETA SERVICES. PARTIES SPECIFICALLY DISCLAIM ALL REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

(d) Company's Services have not been tested in all situations under which they may be used. Subscriber is solely responsible for determining the appropriate uses for the Services and the results of such use; Company will not be liable for the results obtained through Subscriber's use of the Services. Company's Services are not specifically designed or intended for use in (i) storage of sensitive, personal information, (ii) direct life support systems, (iii) nuclear facility operations, or (iv) any other similar hazardous environment.

6.3 Indemnification.

(a) *Indemnity by Company.* Company shall defend and indemnify Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "Claim") alleging that Subscriber's use of the Service as expressly permitted hereunder infringes upon any intellectual property rights, patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber (x) promptly gives Company written notice of the Claim; (y) gives Company sole control of the defense and settlement of the Claim; and (z) provides to Company all reasonable assistance, at Company's expense. If Company receives information about an infringement or misappropriation claim related to the Service, Company may in its sole discretion and at no cost to Subscriber: (i) modify the Service so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the Service, or (iii) terminate this Agreement (including Subscriber's Service subscriptions and Account) upon prior written notice and refund to Subscriber any prepaid Subscription Fee covering the remainder of the Term of the terminated Service subscriptions. Notwithstanding the foregoing, Company shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Service in combination with any software or hardware not expressly authorized by Company, (B) any modifications or configurations made to the Service by Subscriber without the prior written consent of Company, and/or (C) any action taken by Subscriber relating to use of the Service that is not permitted under the terms of this Agreement. This Section 6.3(a) states Subscriber's ex



remedy against Company for any Claim of infringement or misappropriation of a Third Party's Intellectual Property Rights related to or arising from Subscriber's use of the Service.

(b) To the extent permitted by law, Subscriber shall defend and indemnify Company from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Company, in connection with any Claim alleging that the Subscriber Data, or Subscriber's use of the Service in breach of this Agreement, infringes upon any patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; unless applicable laws prohibit public entities from such indemnification and provided that Company (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 6.3(b) states Company's exclusive remedy against Subscriber for any Claim of infringement or misappropriation of a Third Party's Intellectual Property Rights related to or arising from the Subscriber Data or Subscriber's use of the Service.

6.4 Limitation of Liability. IN NO EVENT SHALL COMPANY, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE AMOUNT OF SUBSCRIPTION FEES PAID BY SUBSCRIBER TO COMPANY PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE FIRST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL COMPANY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR PRODUCTS LIABILITY. NOTHING IN THIS SECTION SHALL LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS UNDER SECTION 4.

Section 7.0 Confidentiality

7.1 Definition of Confidential Information. "Confidential Information" means any non-public information and/or materials maintained in confidence and disclosed in any form or medium by a party under this Agreement (the "Disclosing Party") to the other party (the "Receiving Party"), that is identified as confidential, proprietary or that a reasonable person should have known, was the Confidential Information of the other party given the nature of the circumstances or disclosure, or as otherwise defined as Confidential Information, trade secrets, and proprietary business information as provided under applicable state law and exempted from disclosure by the applicable statute. Confidential Information may include without limitation: information about clients, services, products, software, data, technologies, formulas, processes, know-how, plans, operations, research, personnel, suppliers, finances, pricing, marketing, strategies, opportunities and all other aspects of business operations and any copies or derivatives thereof. Confidential Information includes information belonging to a Third Party that may be disclosed only under obligations of confidentiality. Notwithstanding the foregoing, Confidential Information shall not include information that Receiving Party can demonstrate: (a) is or becomes generally known to the public without breach of any obligation by Receiving Party; (b) is received from a Third Party without breach of any obligation owed to Disclosing Party; or (c) is or has been independently developed by Receiving Party without the benefit of Confidential Information.

7.2 Protection of Confidential Information. The Receiving Party agrees that it shall: (i) use the Confidential Information solely for a purpose permitted by this Agreement, (ii) use the same degree of care as Receiving Party uses with its own Confidential Information, but no less than reasonable care, to protect Confidential Information and to prevent any unauthorized access, reproduction, disclosure, or use of any of Confidential Information; and (iii) restrict access to the Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are prohibited from disclosing the information by a contractual, legal or fiduciary obligation no less restrictive than this Agreement. Receiving Party shall not use, reproduce, or directly or indirectly allow access to the Confidential Information except as herein provided or export Confidential Information to any country prohibited from obtaining such information under any applicable laws or regulations.

7.3 Compelled Disclosure. If Receiving Party is required to disclose any Confidential Information to comply with law, to the extent legally permitted, Receiving Party shall: (a) give the Disclosing Party reasonable prior written notice to permit Disclosing Party to challenge or limit any such legally required disclosure; (b) disclose only that portion of the Confidential Information as legally required to disclose; and (c) reasonably cooperate with Disclosing Party, at Disclosing Party's request and expense, to prevent or limit such disclosure.

7.4 Records Requests. To the extent permitted by law, Subscriber shall treat as exempt from treatment as a public record, and shall not unlawfully disclose in response to a request made pursuant to any applicable public records law, any of Company's Confidential Information. Upon receiving a request to produce records under any applicable public records or similar law, Subscriber shall immediately notify Company and provide such reasonable cooperation as requested by Company and permitted by law to oppose production or release of such Company Confidential Information.

7.5 Remedies. Receiving Party shall promptly notify Disclosing Party if it becomes aware of any unauthorized use or disclosure of Disclosing Party's Confidential Information and agrees to reasonably cooperate with Disclosing Party in its efforts to mitigate any resulting harm. Receiving Party acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 8.0 Miscellaneous

8.1 Compliance with Laws. Each party will comply with all laws and applicable government rules and regulations insofar as they apply to such party in its performance of this Agreement's rights and obligations.

8.2 Publicity. Company is permitted to: (i) include Subscriber's name and logo in accordance with Subscriber's trademark guidelines; and (ii) list the Services selected by Subscriber, in public statements and client lists. Subscriber agrees to participate in press releases, case studies and other collateral using quotes or requiring active participation, the specific details of which shall be subject to mutual consent.

8.3 Relationship of the Parties. Company is performing pursuant to this Agreement only as an independent contractor. Company has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent bet



Company and Subscriber. Company shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

8.4 Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

8.5 Assignment. Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. Company shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

8.6 Force Majeure. Subject to the limitations set forth below and except for fees due for Service rendered, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

8.7 Entity, Governing Law, Notices and Venue. All notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by business mail (upon written verification of receipt); or (d) except for notice of indemnification claims, via electronic mail to Subscriber at the e-mail address maintained on Subscriber's Account and to Company at notice@brightlysoftware.com. The Company entity entering into this Agreement, the address to which notices shall be directed under this Agreement and the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement shall depend upon where Subscriber is domiciled:

(a) In the United States and all other domiciles not otherwise mentioned, the Company entity is Brightly Software, Inc., a Delaware corporation, notices shall be addressed to 11000 Regency Parkway, Suite 400, Cary, NC 27518, Attn: General Counsel, governing law shall be Delaware and the courts with exclusive jurisdiction shall be Delaware without regard to the principles of conflicts of laws, unless Subscriber is a public entity in which case this Agreement shall be governed by the state law where it is domiciled.

(b) In Canada, the Company entity is Brightly Software Canada, Inc., an Ontario corporation, notices shall be addressed to Bay Adelaide Centre, 333 Bay Street, Suite 2400, PO Box 20, Toronto, ON, M5H 2T6 Attn: Brightly Software General Counsel, governing law shall be Ontario and the courts with exclusive jurisdiction shall be Toronto, Ontario, Canada without regard to the principles of conflicts of laws.

(c) In the United Kingdom or a country in Europe, the Company entity is Confirm Solutions Limited, a limited company in England, notices shall be addressed to Central House Unit C Compass Centre North, Chatham Maritime, Chatham, England, ME4 4YG, Attn: General Counsel, governing law shall be England and the courts with exclusive jurisdiction shall be London, England without regard to the principles of conflicts of laws.

(d) In Australia, New Zealand, a country in Asia or the Pacific region, the Company entity is Assetic Australia Pty Ltd, a proprietary limited company in Australia, notices shall be addressed to Level 9, 257 Collins Street, Melbourne, VIC 3000 Australia, Attn: General Counsel, governing law shall be Australia and the courts with exclusive jurisdiction shall be New South Wales, Australia without regard to the principles of conflicts of laws.

8.8 Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

8.9 No Third Party Beneficiaries. No person or entity not a party to the Agreement shall be deemed to be a Third Party beneficiary of this Agreement or any provision hereof.

8.10 Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

8.11 Entire Agreement. This Agreement, including any applicable Order Form, is the entire agreement between Subscriber and Company regarding Subscriber's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void. In the event of any conflict or inconsistency between the documents, the order of precedence shall be (1) the applicable Order Form, (2) any schedule or addendum to this Agreement, and (3) the content of this Agreement.

8.12 Export Compliance. The Service, Professional Service, Content or other technology Company may make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Subscriber shall not permit any Account User to access or use any Service, Content or other Company technology in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.

8.13 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify Company.

8.14 Cooperative Use. With Subscriber's approval, the market research conducted by Subscriber during its selection process for the Services may be extended for use by other jurisdictions, municipalities, and government agencies of Subscriber's state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.

8.15 Modifications. Company may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Subscriber's rights, Company shall notify Subscriber.



8.16 Exclusions/Suspensions. Company confirms that it has not been excluded, debarred or suspended from participation in any governmental program, including but not limited to Medicare, Medicaid, or Medi-Cal payor programs, and is not the subject of any investigation regarding participation in such programs, and has not been convicted of any crime relating to any governmental program. Company agrees to notify Subscriber immediately if Company becomes aware of any adverse action related to Company’s eligibility to participate in a governmental program.

8.17 USA Government Subscribers. The Service and its Documentation and Content are “Commercial Items,” “Commercial computer software” and “Computer software documentation” as defined in the Federal Acquisition Regulations (“FAR”) and Defense Federal Acquisition Regulations Supplement (“DFARS”). Pursuant to FAR 12.211, FAR 12.212, DFARS 227.7202, as revised, the U.S. Government acquires the Service and its Documentation and Content subject to the terms of this Agreement.

Section 9.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

9.1 “Access Credentials” means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the Service.

9.2 “Account” means Subscriber’s specific account where Subscriber subscribes to access and use Service(s).

9.3 “Account User” means each employee, consultant and contractor of Subscriber that has been granted Access Credentials.

9.4 “Affiliate” means, with respect to any legal entity, any other legal entity that (i) controls, (ii) is controlled by or (iii) is under common control of such legal entity. A legal entity shall be deemed to “control” another legal entity if it has the power to direct or cause the direction of the management or policies of such legal entity, whether through the ownership of voting securities, by contract, or otherwise.

9.5 “Beta Service” means Company Service or functionality that may be made available to Subscriber to try at its option at no additional charge that is clearly designated as beta, pilot, limited release, early adoption, non-production, sandbox, evaluation or a similar description.

9.6 “Content” means all of the Company audio and visual information, documents, content, materials, products and/or software contained in, or made available through, the Service.

9.7 “Documentation” means the user documentation relating to the Service provided to Subscriber by Company, including but not limited to descriptions of the functional, operational and design characteristics of the Service.

9.8 “Brightly Software” or “Company” means Brightly Software, Inc., Brightly Software Canada, Inc., Assetic Australia Pty Ltd, Confirm Solutions Limited, Facility Health, Inc. and Energy Profiles Limited together with their affiliates, successors and assigns.

9.9 “Company Data” means all data, information, Documentation and other Content provided by or on behalf of Company to any of the Company Services.

9.10 “Intellectual Property Rights” means all ideas, concepts, designs, drawings, packages, works of authorship, processes, methodologies, information, developments, materials, inventions, improvements, software, and all intellectual property rights worldwide arising under statutory or common law, including without limitation, all (i) patents and patent applications owned or licensable by a party hereto; (ii) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights related to protection of trade secrets and Confidential Information; (iv) trademarks, trade names, service marks and logos; (v) any right analogous to those set forth in clauses (i) through (iv); and (vi) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

9.11 “Order Form” means Company’s ordering document or online purchasing form used to order Company Services. By entering into an Order Form, Affiliate(s) agree to be bound by the terms of this Agreement as if an original party.

Company

9.12 “Professional Service” means the professional, technical, consulting and/or other services, excluding support services, to be performed by Company that are ordered by Subscriber on an Order Form or provided without charge (if applicable).

9.13 “Service” or “Services” means Company’s branded offerings of Software-as-a-Service (SaaS) applications, products and services made available by Company, as updated, enhanced or otherwise modified from time-to-time. Company

9.14 “Subscriber” means the legal entity identified on the Account, on behalf of itself and its Affiliates, employees and subcontractors.

9.15 “Subscriber Data” means all data, information and other content provided by or on behalf of Subscriber to the Service, including that which the Account Users input or upload to the Service.

9.16 “Subscriber-Hosted Software” means Company’s suite of Software-as-a-Service (SaaS) software applications, as updated, enhanced or otherwise modified from time-to-time that are: (i) ordered by Subscriber on an Order Form or provided without charge (if applicable) and made available by Company, including mobile components, and (ii) granted a non-exclusive and non-transferable license (with no right to sublicense) to install and use software for the Term.

9.17 “Subscription Fee” means the fee invoiced to Subscriber by Company prior to the Services Term, which is required to be paid in order for Subscriber to be permitted to access and use the Service.

9.18 “Third Party” means a party other than Subscriber or Company.

ADDENDUM TO MASTER SUBSCRIPTION AGREEMENT

This Addendum (“Addendum”) to the Master Subscription Agreement (“Agreement”), made and entered into this, the ____ day of _____ 2022, and between the City of Dripping Springs, Texas (hereinafter referred to as the “City” or “Subscriber”) and Brightly Software Inc. (hereinafter referred to as "Contractor" or “Company”), is understood and agreed to be as set forth herein:

1. Injuries/Insurance: Contractor shall provide proof of insurance as stated in the Statement of Work.
2. Assignment: Except that Contractor shall have the full ability to transfer or assign the Agreement to the surviving entity in a merger or consolidation or to a purchaser of substantially all of its assets without the written consent of the City, Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
3. Mandatory Disclosures: Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). Prior to the effective date of this Contract, the Contractor must fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: <https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php>
4. Incorporation of Addendum : This Addendum is incorporated into the Contractor’s Agreement by reference.

CITY OF DRIPPING SPRINGS

BRIGHTLY SOFTWARE, INC

Michelle Fischer, City Administrator

Brian Benfer, SVP Sale

ATTEST:

Andrea Cunningham, City Secretary

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.
 Brightly Software, Inc.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.
None
 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

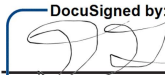
Yes No None

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No None

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.
 None

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7  CFO
 Signature of vendor doing business with the governmental entity

7/20/2022 | 5:04:57 PM EDT
 Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.