

September 3, 2026

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

Re: Dripping Springs
Consultant Services Agreement Task Authorization No. 2
Community Impact Fee Program And Capital Improvements Plan Update

Dear Mayor Foulds:

Burgess and Niple (Consultant), proposes to render Impact Fee Consulting Services to the City of Dripping Springs (CITY) in connection with the development of its Community Impact Fee (CIF) Program and Capital Improvements Plan Update (CIP) Update (PROJECT). Work will include assisting City Staff with reconstitution of CIF Advisory Committee, Advisory Committee update, Existing conditions assessment, Land Use Assumption update, Development of updated CIP, Public Hearing support, Advisory Committee communications support, Ordinance update and adoption support. The CITY is expected to furnish CONSULTANT with full information as to the requirements for the PROJECT, and to make available all pertinent existing data. CONSULTANT shall be able to rely upon the accuracy of all information provided by the CITY.

SCOPE OF WORK

The following assumptions and general understanding pertain to the provisions of the Services and form the basis of this Task Authorization:

1. Provide support to City Staff for reconstitution of Advisory Committee and conduct project kickoff meeting;
2. Assess current development conditions against existing Land Use Assumptions (LUAs) and update LUAs as necessary in conjunction with City-adopted population projections, employment housing and service unit projections, including:
 - a. Update the wastewater service area map;
 - b. Update the projected wastewater demand.
3. Develop updated CIP, including costs and utilization within the 10-year planning window, including the construction costs for the following facilities:
 - a. New TPDES South Regional WRF (SRWRF) of 500,000 Gallons Per Day (GPD), including sludge thickening equipment;
 - b. Proposed SRWRF Ph 2 BNR Expansion of additional 500,000 GPD;
 - c. Additional SRWRF Plant Expansion beyond Ph 2, per treatment capacity needs;

- d. Existing TLAP SRWRF Improvements;
- e. 15 million gallon (MG) effluent storage pond;
- f. Additional remote reclaimed water storage and pump stations, as necessary;
- g. Reclaimed water pump station at WRF site;
- h. Reclaimed water distribution system;
- i. Reclaimed water valve vault at Driftwood;
- j. Reclaimed water irrigation disposal systems;
- k. Howard Ranch reclaimed water fill line;
- l. 12"-24" West wastewater interceptor, Segment 2;
- m. 24" West wastewater interceptor, Segment 3;
- n. 12" West wastewater interceptor, Segment 4;
- o. 24"-30" East wastewater interceptor, Segment 1;
- p. 30"-36" East wastewater interceptor, Segment 2;
- q. East wastewater interceptor, Segment 2 fencing;
- r. Recent Arrowhead WRF and storage tank expansion;
- s. Expansion of Arrowhead WWTP;
- t. Expansion of subsurface irrigation at Arrowhead WRF;
- u. 36" South wastewater collector;
- v. West wastewater interceptor lift station upgrades, 12-inch reclaimed water line, 20-inch force main and 24-inch gravity main;
- w. Cannon wastewater lift station and force main (cost sharing);
- x. Heritage wastewater lift station and force main (cost sharing);
- y. TPDES Permit Amendment;
- z. Hays Street wastewater lift station diversion.

Updated costs for capital projects to include actual easement costs, projected easement costs and soft costs including Consultanting, surveying, environmental, geotechnical, testing and contingency.

- 4. Conduct meeting with CIF Advisory Committee to review LUAs and CIP;
- 5. Revise LUA and CIP per Advisory Committee recommendations;
- 6. Generate Advisory Committee report to City Council;
- 7. Attend City Council meeting on adoption of LUA and CIP updates;
- 8. Assist City Staff with Notice publication and Public Hearing support for LUA and CIP;
- 9. Prepare CIF calculations based upon CIP, including the non-construction and financing costs associated with the following TWDB CWSRF loan commitments:
 - a. \$2,916,303 2027 LF1002419;
 - b. \$35,000 2027 L1002418;
 - c. \$48,545,000 2027 L1002417;
 - d. \$10,395,000 2022 LM21993;

- e. \$9,500,000 2022 LM20933;
 - f. \$23,500,000 2019 LM19993;
 - g. \$1,000,000 2019 LF1000993.
10. Review CIP calculations with Advisory Committee;
 11. Assist City Staff with Notice publication and Public Hearing support for CIF Fee;
 12. Attend City Council meeting on adoption of CIF.

SCHEDULE

CONSULTANT acknowledges the importance to the CITY of the PROJECT schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Task Authorization. The CITY understands, however, that the performance must be governed by sound professional practices. CONSULTANT will start work on the PROJECT immediately after execution of the Task Authorization.

Month	Milestone	Key Deliverable
1	Appoint/Confirm CIAC	Committee established per §395.058.
1	Project Kickoff	Scope, service areas, schedule, data requests
1-2	Existing Conditions Assessment	Existing facilities, development trends, capacities
2-3	Update Land Use Assumptions	Population, employment, housing, service-unit projections
3-4	Develop Draft CIP	Growth-related facilities and cost allocations
4	CIAC Meeting #1	Review LUA and CIP
4	Draft LUA/CIP Complete	Release documents for public review
6	Publish Hearing Notice #1	Must occur ≥30 days before Hearing #1.
7	Public Hearing #1	Hearing on LUA and CIP (§395.042).
7	Governing Body Adoption of LUA/CIP	Council approval under §395.045.
7-8	Prepare Impact Fee Calculations	Maximum assessable fee calculations
8	CIAC Meeting #2	Review fee calculations and submit recommendations.
8	Publish Hearing Notice #2	Must occur ≥30 days before Hearing #2.
9	Public Hearing #2	Impact Fee Hearing (§395.047).
9	Adoption of Impact Fee Ordinance	Governing body action under §395.051.
10	Effective Date & Implementation	Fee collection procedures, software updates, administration
Ongoing	CIAC Monitoring & Updates	Semiannual review and monitoring.

COMPENSATION

CONSULTANT will perform the work on a reimbursable time and expenses basis at the hourly rates included as Attachment A, plus expenses. Expenses will include direct expenses incurred by CONSULTANT plus 10%. Billing for professional services will be based upon the actual amount of time required to complete the work. Upon mutual agreement of CITY and CONSULTANT, rates included on Attachment A may be amended annually.

Invoices will be submitted monthly, and payment is due within 30 days of CITY's receipt of the invoice. If payment is not received by the 45th day after the invoice date, then CONSULTANT may suspend services under the Agreement until all invoice amounts due are paid in full. The PROJECT schedule shall be extended the total amount of time after CONSULTANT suspends services to the time payments are received.

BUDGET

CONSULTANT will perform the services on a reimbursable time and expenses basis at the hourly rates included as Attachment A, plus expenses. Expenses will include direct expenses incurred by

CONSULTANT, plus 10%. Such expenses will include reproduction costs, mileage, postage, and delivery, etc., as required to complete the PROJECT. Billing for professional services will be based upon the actual amount of time required to complete the work. The estimated budget for performing the services is \$98,900.00. The CONSULTANT will not exceed the budget without written approval of the CITY.

ADDITIONAL SERVICES

It is recognized that certain elements within the scope of Consultant's work cannot be accurately predetermined or controlled entirely by the CONSULTANT. Such Consultant's work will be performed as Additional Services. Such work may include but not be limited to:

- Changes in scope of work after receiving initial directions from the CITY.

Out of Scope and Additional Services will be reimbursable per hour based on the attached fee schedule Attachment A, plus expenses. Expenses for Out of Scope and Additional Services will include direct expenses incurred by CONSULTANT plus 10%. Such expenses will include subcontractors, reproduction costs, mileage, postage and delivery, etc., as required to complete the PROJECT. Billing for all additional professional services will be based upon the actual amount of time required to complete the additional work. Out of Scope services and Additional Services will only be performed with approval from CITY.

Please let us know if you have any questions or need additional information.

Sincerely,

Burgess and Niple, Inc.

A handwritten signature in cursive script, appearing to read "W.B. Ball".

William Ball, P.E.
Vice President

ATTACHMENT A
Billing Rates for Professional Services

Principal	\$310.00/hour
Project Consultant III (More than 15 years of experience)	\$285.00/hour
Project Consultant II (10-15 years of experience)	\$245.00/hour
Project Consultant I (4-10 years of experience)	\$215.00/hour
Assistant Consultant II (2-4 years of experience)	\$195.00/hour
Assistant Consultant I (Less than 2 years of experience)	\$175.00/hour
Senior Consultanting Technician	\$200.00/hour
Consultanting Technician/Planner I	\$145.00/hour
Field Construction Representative II	\$200.00/hour
Field Construction Representative I	\$145.00/hour
Administrative Assistant	\$110.00/hour
 B&N/personnel vehicle mileage	 IRS Rate