

**TASK AUTHORIZATION NO. 2
COMMUNITY IMPACT FEE PROGRAM AND
CAPITAL IMPROVEMENTS PLAN UPDATE**

This **Task Authorization No. 2** (the “**Task Authorization**”) is issued under that certain Engineering Services Agreement effective August 18, 2026 (the “**Master Agreement**”), by and between the **City of Dripping Springs**, a Texas general law municipality (the “**City**”), and **Burgess & Niple, Inc.**, (the “**Consultant**”).

The Master Agreement is incorporated into and made part of this Task Authorization. Capitalized terms not defined in this Task Authorization have the meanings assigned in the Master Agreement.

1. Project

The Project is the City’s **Community Impact Fee Program and Capital Improvements Plan Update**, including the wastewater-system capital improvements, land-use assumptions, capital improvements plan, impact-fee calculations, advisory-committee support, and adoption support authorized by this Task Authorization.

2. Authorization to Proceed

Subject to the Master Agreement and this Task Authorization, the City authorizes Consultant to perform only the Services expressly identified here. Consultant shall not begin additional services, incur additional costs, or invoice the City beyond this authorization unless the City approves a written amendment or additional task authorization.

3. Order of Precedence

The Master Agreement controls this Task Authorization. If a conflict, inconsistency, ambiguity, or additional term exists among the Master Agreement, this Task Authorization, Exhibit A, or any Consultant transmittal, invoice, assumption, qualification, standard term, or other document, the Master Agreement controls, followed by this Task Authorization, and then Exhibit A solely to the extent expressly incorporated below.

4. Scope of Services and Deliverables

Exhibit A, entitled Consultant’s Proposal dated September 3, 2026, for the City of Dripping Springs Community Impact Fee Program and Capital Improvements Plan Update, is attached solely as a description of the approved project scope, technical assumptions, staffing, schedule, rates, and budget. The Services authorized by this Task Authorization consist of:

1. supporting City staff in reconstituting the Community Impact Fee Advisory Committee and conducting a project kickoff;
2. assessing existing development conditions and updating land-use assumptions, including wastewater service-area mapping and projected wastewater demand;

3. developing an updated capital improvements plan, including the wastewater and reclaimed-water facilities, interceptors, lift stations, force mains, capacity expansions, and other capital projects specifically identified in Exhibit A, together with appropriate cost and utilization information;
4. preparing impact-fee calculations based on the updated capital improvements plan, including the identified TWDB CWSRF loan commitments and applicable non-construction and financing costs;
5. supporting advisory-committee meetings, reports and communications; supporting required notices and public hearings; and attending the City Council meetings identified in Exhibit A for adoption of the land-use assumptions, capital improvements plan, and Community Impact Fee; and
6. preparing the deliverables and performing the milestones listed in Exhibit A, but only to the extent consistent with the authorized scope and compensation stated in this Task Authorization.

5. Scope Controls; City Decisions

Consultant shall provide professional analysis, calculations, recommendations, draft materials, and support within the authorized Services. The City retains sole authority over Advisory Committee appointments, policy choices, land-use assumptions, capital-improvement-plan content, fee methodology and amounts, notices, hearing materials, ordinances, and actions submitted to or taken by the City Council. Consultant shall not commit the City to a fee, capital project, funding obligation, ordinance, schedule, or legal position without appropriate City authorization.

6. Schedule and Milestones

Consultant shall perform the Services diligently in accordance with the indicative ten-month schedule and milestones in Exhibit A, as adjusted by the City in writing. Consultant shall promptly notify the City in writing of any material schedule risk, missing information, necessary City action, changed development condition, or issue affecting the accuracy or legal sufficiency of the proposed land-use assumptions, capital improvements plan, or impact-fee calculations. No schedule adjustment increases compensation or authorizes additional Services without prior written City approval.

7. Key Personnel; Subconsultants

Consultant's Project Manager is Frank Phelan, P.E. Consultant shall not materially change key personnel or use a subconsultant for this Project without the City's prior written approval as required by the Master Agreement. No subconsultant costs are authorized by this Task Authorization unless specifically approved in a written amendment or additional task authorization.

8. Compensation

Consultant shall be compensated on an hourly basis using the billing rates set forth in Exhibit A, subject to the Master Agreement's compensation, invoice, payment, and audit provisions. The aggregate compensation for all authorized Services under this Task Authorization, including authorized reimbursable expenses, shall not exceed **Ninety-Eight Thousand Nine Hundred and No/100 Dollars (\$98,900.00)** without a written amendment or additional task authorization approved by the City.

9. Reimbursable Expenses

Reimbursable expenses, including mileage, travel, printing, reproduction, postage, delivery, notice-publication costs, outside-vendor costs, or subconsultant costs, are authorized under this Task Authorization. Any reimbursable expense must comply with the Master Agreement and be actual, reasonable, necessary, and documented. Such costs incurred by Consultant will be considered Additional Services and will be actual cost plus 10% and are not included in the project budget.

10. Additional Services

The proposal's reference to out-of-scope or additional services does not authorize Consultant to perform or bill for such services. Any work resulting from a change in scope, added capital projects, changed City direction, additional meetings, additional public-hearing support, additional calculations, or other work outside the Services stated in this Task Authorization requires a written amendment or additional task authorization approved by the City before Consultant performs the work or incurs costs.

11. Invoices

Consultant shall submit invoices in the form and with the detail required by the Master Agreement. Each invoice must identify this Task Authorization, describe Services performed during the invoice period, identify personnel, hours, rates, deliverables completed, approved budget, prior billings, current charges, and remaining balance, and include supporting documentation for any approved reimbursable expense. The City may reject or dispute invoices as provided in the Master Agreement.

12. City Representative

The City's representative for day-to-day administration of this Task Authorization is the City Administrator or the City's designee in writing. Only a City representative authorized under the Master Agreement, City policy, or applicable law may approve changes to scope, schedule, compensation, reimbursables, subconsultants, or other material terms.

13. Funding and Special Conditions

This Task Authorization is subject to the City's budgeting, appropriation, and funding requirements under the Master Agreement. Consultant shall comply with all applicable state and federal requirements relevant to the authorized Services, including the requirements applicable to the City's impact-fee program and capital improvements planning.

14. Exhibit A; Excluded Proposal Terms

Exhibit A is incorporated only for the limited purpose stated in Section 4.

15. No Amendment of Master Agreement

This Task Authorization authorizes a discrete Project and does not amend, supersede, waive, or otherwise modify the Master Agreement except as expressly stated in a written amendment approved in the manner required by the Master Agreement and applicable law.

IN WITNESS WHEREOF, the parties have executed this Task Authorization through their authorized representatives.

CITY OF DRIPPING SPRINGS

BURGESS & NIPLE, INC.

EXHIBIT A
CONSULTANT’S PROPOSAL/SCOPE, SCHEDULE, RATES, AND BUDGET

Attach Burgess & Niple, Inc.’s September 3, 2006 proposal entitled “Dripping Springs Engineering Consulting Services Agreement—Community Impact Fee Program And Capital Improvements Plan Update.”

Exhibit A is incorporated only as limited by Sections 4 and 14 of the Task Authorization.