



# CITY COUNCIL REGULAR MEETING - AMENDED AGENDA

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, May 18, 2021 at 6:00 PM

## AGENDA

*(Amended at 4:15 p.m.)*

### 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 4 April Harris Allison  
Council Member Place 5 Travis Crow  
Council Member Elect Place 3 Geoffrey Tahuahua  
Council Member Elect Place 5 Sherrie Parks

#### Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer  
Deputy City Administrator Ginger Faught  
City Attorney Laura Mueller  
City Secretary Andrea Cunningham  
Finance Director Shawn Cox  
Communications Director Lisa Sullivan  
Parks & Community Services Director Kelly Schmidt  
Municipal Court Judge Marilyn Miller  
Hays County Precinct 4 Justice of the Peace John Burns

### PLEDGE OF ALLEGIANCE

### ELECTIONS

- 1. Administration of Oath of Office and Statement of Officer, and issuance of Certificate of Election for Council Member Place 1, Place 3 and Place 5.**
  1. Council Member Elect Place 1, Taline Manassian
  2. Council Member Elect Place 3, Geoffrey Tahuahua
  3. Council Member Elect Place 5, Sherrie Parks
- 2. Discuss and consider the Appointment of a City Council Member to serve as Mayor Pro Tem for a term ending May 7, 2022.**

### 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.*

## **PROCLAMATIONS & PRESENTATIONS**

- 3. Approval of a Proclamation proclaiming the month of June 2021 as "Pride Month" in the City of Dripping Springs. Sponsor: Mayor Pro Tem Manassian**

## **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.*

- 4. Approval of the April 28, 2021 City Council special meeting minutes.**

## **BUSINESS AGENDA**

- 5. Discuss and Consider Approval of a PSA for Transportation Engineering Services with HDR Engineering.**
- 6. Discuss and consider approval of a Resolution of the City Council of the City of Dripping Springs Texas, authorizing the submission of a nomination for funding from the Texas Department of Transportation's 2021 Transportation Alternatives Program; and authorizing the Mayor to act as the City's authorized representative in all matters pertaining to the City's participation in the 2021 Transportation Alternatives Program.**
- 7. Discuss and consider approval of a Resolution of the City Council of the City of Dripping Springs Texas, authorizing the submission of a nomination for funding from the Texas Department of Transportation's 2021 Transportation Alternatives Program; and authorizing the Mayor to act as the City's authorized representative in all matters pertaining to the City's participation in the 2021 Transportation Alternatives Program.**
- 8. Discuss and consider possible action on TIRZ projects. Sponsor: Mayor Pro Tem Manassian**

## REPORTS

*Reports of Staff, Boards, Commissions, Committees, Boards and Agencies are on file and available for review upon request. The City Council may provide staff direction; however, no action may be taken.*

**9. April 2021 Parks & Community Services Director's Report**  
*Kelly Schmidt, PCS Director*

## 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.*

- 10. Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
- 11. Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders.** *Consultation with City Attorney, 551.071*
- 12. Consultation with City Attorney regarding legal issues related to Municipal Utility District financing options and proposals for the proposed Wild Ridge development.** *Consultation with City Attorney, 551.071*
- 13. Consultation with City Attorney regarding legal issues related to the South Regional Water Reclamation Expansion Project Easement Acquisition and operation of the Lazy W WCID in the Extraterritorial Jurisdiction of the City of Dripping Springs.** *Consultation with City Attorney, 551.071; Deliberation regarding Real Property, 551.072*
- 14. Consultation with City Attorney and Deliberation of Real Property regarding the extension of Roger Hanks Parkway including related agreements.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.071.*
- 15. Consultation with City Attorney related to legislative program and matters regarding water, wastewater, and other utility issues.** *Consultation with City Attorney, 551.071*
- 16. Consultation with City Attorney regarding legal issues related to Rob Shelton Improvements and Texas Department of Transportation and other sources of funding related to improvements and the provision of wastewater to PDD 11.** *Consultation with City Attorney, 551.071*

## UPCOMING MEETINGS

**City Council Meetings**

June 8, 2021 at 6:00 p.m.

June 15, 2021 at 6:00 p.m.

**Board, Commission & Committee Meetings**

May 20, 2021 at 10:00 a.m. Farmers Market Association Board

May 20, 2021 at 12:00 p.m. Emergency Management Commission

May 24, 2021 at 3:30 p.m. Transportation Committee

May 24, 2021 at 6:30 p.m. Founders Day Commission

May 25, 2021 at 6:00 p.m. Planning & Zoning Commission

May 26, 2021 at 4:00 p.m. Economic Development Committee

June 2, 2021 at 12:00 p.m. DSRP Board

June 4, 2021 at 4:00 p.m. Historic Preservation Commission

June 7, 2021 at 6:00 p.m. Parks & Recreation Commission

**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](http://www.cityofdrippingsprings.com), on **May 14, 2021 at 2:30 p.m.***

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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.*

Form #2204 Rev 9/2017  
Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
FAX 512-463-5569  
Filing Fee: None

This space reserved for office use



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, Taline Manassian, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of City of Dripping Springs Council Member Place 1 of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

\_\_\_\_\_  
Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Hays

Sworn to and subscribed before me on this 18th day of May, 2021.

\_\_\_\_\_  
Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

Marilyn G. Miller, JD, LLM, CELA

\_\_\_\_\_  
Printed or Typed Name

**Print**

**Reset**

Form #2201 Rev. 05/2020  
Submit to:  
SECRETARY OF STATE  
Government Filings  
Section P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
512-463-5569 - Fax  
Filing Fee: None



**STATEMENT OF OFFICER**

**Statement**

I, Taline Manassian, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: City of Dripping Springs Council Member Place 1

**Execution**

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Officer



In the name and by the authority of

The State of Texas

THIS IS TO CERTIFY, that a general election held on

Saturday May 1, 2021

TALINE MANASSIAN was

Duly elected

COUNCIL MEMBER PLACE 1

In testimony whereof, I have hereunto signed my name and caused the Seal of Dripping Springs to be affixed at the City of Dripping Springs, this the 11<sup>th</sup> day of May 2021.

---

Bill Foulds, Jr., Mayor  
Presiding Officer of Canvass Authority

Form #2204 Rev 9/2017

This space reserved for office use

Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
FAX 512-463-5569  
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, Geoffrey Tahuahua, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of City of Dripping Springs Council Member Place 3 of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

\_\_\_\_\_  
Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Hays

Sworn to and subscribed before me on this 18th day of May, 2021.

\_\_\_\_\_  
Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

Marilyn G. Miller, JD, LLM, CELA

\_\_\_\_\_  
Printed or Typed Name

**Print**

**Reset**





In the name and by the authority of

The State of Texas

THIS IS TO CERTIFY, that a general election held on

Saturday May 1, 2021

**GEOFFREY TAHUAHUA** was

Duly elected

**COUNCIL MEMBER PLACE 3**

In testimony whereof, I have hereunto signed my name and caused the Seal of Dripping Springs to be affixed at the City of Dripping Springs, this the 11<sup>th</sup> day of May 2021.

---

Bill Foulds, Jr., Mayor  
Presiding Officer of Canvass Authority

Form #2204 Rev 9/2017

This space reserved for office use

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Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
FAX 512-463-5569  
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, Sherrie Parks, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of City of Dripping Springs Council Member Place 5 of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

\_\_\_\_\_  
Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Hays

Sworn to and subscribed before me on this 18th day of May, 2021.

\_\_\_\_\_  
Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

John Burns, Hays County Precinct 4 Justice of the Peace

\_\_\_\_\_  
Printed or Typed Name

**Print**

**Reset**

Form #2201 Rev. 05/2020  
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SECRETARY OF STATE  
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Section P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
512-463-5569 - Fax  
Filing Fee: None



**STATEMENT OF OFFICER**

**Statement**

I, Geoffrey Tahuahua, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: City of Dripping Springs City Council Member Place 3

**Execution**

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Officer

Form #2201 Rev. 05/2020  
Submit to:  
SECRETARY OF STATE  
Government Filings  
Section P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
512-463-5569 - Fax  
Filing Fee: None



**STATEMENT OF OFFICER**

**Statement**

I, Sherrie Parks, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: City of Dripping Springs City Council Member Place 5

**Execution**

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Officer



In the name and by the authority of

The State of Texas

THIS IS TO CERTIFY, that a general election held on

Saturday May 1, 2021

**SHERRIE PARKS** was

Duly elected

**COUNCIL MEMBER PLACE 5**

In testimony whereof, I have hereunto signed my name and caused the Seal of Dripping Springs to be affixed at the City of Dripping Springs, this the 11<sup>th</sup> day of May 2021.

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Bill Foulds, Jr., Mayor  
Presiding Officer of Canvass Authority



**PROCLAMATION  
OF THE CITY OF DRIPPING SPRINGS  
PROCLAIMING JUNE 2021 AS**

**“Pride Month”**

**WHEREAS,** lesbian, gay, bisexual, transgender, queer/questioning, plus other sexual orientations or gender identity (LGBTQ+) citizens within Dripping Springs are a vital part of many fields and professions that contribute to our vibrant community; and

**WHEREAS,** all people are born free and equal in dignity and fundamental human rights, and no one should live in fear of persecution or violence arising from sexual orientation or gender identity; and

**WHEREAS,** while the tireless dedication of advocates and allies has led to increased support of LGBTQ+ rights by most Americans and the passage of the Matthew Shepard and James Byrd Jr. Hate Crimes Prevention Act of 2009, the need for community education and awareness remains vital to eradicate ongoing discrimination and prejudice; and

**WHEREAS,** Texan LGBTQ+ advocates like Phyllis Randolph Frye, who became the country’s first openly transgender judge in 2010, have been recognized as national leaders in overturning hateful ordinances at a time when anti-transgender hostility was openly aggressive; and

**WHEREAS,** according to the American Psychological Association, “attempts to force people to conform with rigid gender identities can be harmful to their mental health and well-being”; and

**WHEREAS,** according to the Centers for Disease Control and Prevention, LGBTQ teens in Texas are at significantly higher risk of considering suicide, and research shows that being accepted by family and friends can protect LGBTQ youth from suicidal thoughts and behaviors; and

**WHEREAS,** the success of our community as a whole is largely measured by how we teach and nurture our children, and it is imperative that young people, regardless of sexual orientation or gender identity, feel valued, safe, empowered, and supported by their peers, educators, and community leaders; and

**WHEREAS,** in 2016, parents and students in Dripping Springs ISD created the “Many Stripes, One Tiger” community resource to help answer questions and correct misinformation regarding transgender issues in our public schools; and

**WHEREAS,** celebrating Pride Month creates an opportunity to engage in dialogue and ultimately build alliances and understanding; and

**WHEREAS,** the City of Dripping Springs acknowledges that inclusion is vital to achieve true unity, and we are thus committed to promoting visibility, dignity, and equality for all LGBTQ+ people in our community.

**NOW THEREFORE, BE IT PROCLAIMED BY THE CITY OF DRIPPING SPRINGS COUNCIL THAT:**

1. The month of June shall be celebrated as “Pride Month”; and
2. The City Council invites everyone to reflect on ways we all can live and work together with a commitment to cultivate respect, compassion, and understanding within our beloved community.

\_\_\_\_\_  
Bill Foulds, Jr., Mayor



## CITY COUNCIL SPECIAL MEETING

### City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Wednesday, April 28, 2021 at 6:00 PM

## MINUTES

### MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

***Join Zoom Meeting***

<https://us02web.zoom.us/j/82278501336?pwd=dVpyYXZxWTIUMGtzUFhhSmRMbHdadz09>

***Meeting ID:*** 822 7850 1336

***Passcode:*** 777828

***Dial Toll Free:***

877 853 5257 US Toll-free

888 475 4499 US Toll-free

***Find your local number:*** <https://us02web.zoom.us/u/kxJBV36K9>

***Join by Skype for Business:*** <https://us02web.zoom.us/skype/82278501336>

### 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 4 April Harris Allison

Council Member Place 5 Travis Crow

***Staff, Consultants & Appointed/Elected Officials***

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

City Attorney Laura Mueller

City Secretary Andrea Cunningham

City Treasurer Gina Gillis

Finance Director Shawn Cox

Communications Director Lisa Sullivan

TIRZ No. 1 & No. 2 Board Chair Dave Edwards

TIRZ Project Manager Keenan Smith

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

## PLEDGE OF ALLEGIANCE

Mayor Pro Tem Manassian led the Pledge of Allegiance to the Flag.

## 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.*

No one spoke during Presentation of Citizens.

## BUSINESS AGENDA

- 1. Discuss and consider possible action regarding a Real Property Sales Agreement with the Dripping Springs Independent School District for Property at 510 Mercer Street and related exhibits.**

Laura Mueller presented the staff report which is on file.

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Secretary, and 551.072, Deliberation of Real Property and regarding Business Agenda Item 1 and Executive Session Agenda Item 2. Council Member King seconded the motion which carried unanimously 4 to 0.

## 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.*

- 2. Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses, real property in the Triangle and Veterans Memorial Park, MUD and related financing options, and real property related to Roger Hanks Parkway. Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072**



*(Business Agenda)*

- 1. Discuss and consider possible action regarding a Real Property Sales Agreement with the Dripping Springs Independent School District for Property at 510 Mercer Street and related exhibits.**

The City Council met in Executive Session from 6:15 p.m. – 7:13 p.m.

No vote or action was taken during Executive Session. Mayor Foulds returned the meeting to Open Session at 7:13 p.m.

**OPEN SESSION**

*(Business Agenda)*

- 1. Discuss and consider possible action regarding a Real Property Sales Agreement with the Dripping Springs Independent School District for Property at 510 Mercer Street and related exhibits.**

The City Council discussed the item.

A motion was made by Mayor Pro Tem Manassian to decline the Real Property Sales Agreement with the Dripping Springs Independent School District for Property at 510 Mercer Street and related exhibits. Council Member King seconded the motion which carried unanimously via roll call vote:

Mayor Pro Tem Manassian	Yes
Council Member Wade King	Yes
Council Member April Harris Allison	Yes
Council Member Travis Crow	Yes

**ADJOURN**

A motion was made by Mayor Pro Tem Manassian to adjourn the meeting. Council Member April Harris Allison seconded the motion which carried unanimously 4 to 0.

This special meeting adjourned at 7:35 p.m.

**APPROVED ON:** May 11, 2021

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Bill Foulds, Jr., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary

HDR05112021

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement, made and entered into this, the \_\_\_\_ day of May 2021, by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and HDR Engineering, Inc., (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

**1. Master Agreement:**

- (a) This Agreement shall apply to as many projects as City and Contractor agree will be performed under this terms and conditions of this Agreement. Each project Contractor performs for City hereunder shall be designated by a “Task Order”. A sample Task Order is attached. No Task Order shall be binding or enforceable unless and until it has been properly executed by the City through its City Administrator or Deputy City Administrator and Contractor. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- (b) In resolving potential conflicts between this Agreement and a Task Order pertaining to a specific project, the terms of this Agreement shall control.
- (c) Contractor will provide the Scope of Services as set forth in Part 2 of each Task Order.
- (d) Further terms are attached as Attachment “A”. If terms in Attachment “A” and this Agreement conflict, this Agreement controls.

**2. Scope of Work:** Contractor will perform work as described in each Task Order as approved by the City.

**3. Description of Services:** The Contractor shall perform the below duties as needed by the City:

- (a) Contractor shall deliver written reports to City Hall via mail, in person, facsimile, or other electronic means as appropriate.
- (b) If the City’s assignment of duties for a specific project is declined by Contractor, then the City may assign said duties to another employee or Contractor at the City’s discretion. Contractor does not have the authority to unilaterally select another contractor to perform the work the Contractor was assigned except as allowed in Attachment “A” as Additional Services. Contractor shall assist the City in the selection of additional contractors when requested by the City.
- (c) Contractor may from time to time be called upon to perform the following services:
  - (1) Attend meetings of the City Council, when requested by the Mayor, City Administrator, or Deputy City Administrator; and/or

- (2) Attend other public or private meetings involving review of engineering matters related to the duties performed under this Agreement.
- (d) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City. Contractor agrees to abide by the Texas Engineering Practice Act and Rules as established by the Texas Board of Professional Engineers when professional engineering is used in performance of Contractor's duties and responsibilities.
- (e) Contractor will report to the Deputy City Administrator, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
- (f) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City's public information policies.
- (g) Performs other related duties as needed.
- 4. Payment for Services:** The City will compensate Contractor in accordance with the fee structure contained in Contractor's proposal attached as Attachment "A". Contractor shall invoice City in accordance with Contractor's attached proposal. Invoices will be submitted monthly and payment is due within 30 days of City's receipt and approval of the invoice. If payment is not received by the 45th day after the invoice is received by the City, then Contractor may suspend services under the Agreement until all invoice amounts due are paid in full. The work schedule shall be extended the total amount of time after Contractor suspends services to the time payments are received. The total amount of this contract including all Task Orders will not exceed two hundred twenty-five thousand dollars (\$225,000.00). Additional services and payment for additional services as relates to Attachment "A" must be approved in writing by the City prior to provision of such services.
- 5. Duration:** This Agreement shall be in effect until September 30, 2022 unless terminated as provided below or if all work associated with Agreement is completed. Contractor shall start work immediately after the execution of this Agreement.
- 6. Termination:** Either party may terminate this Agreement by a seven (7) day written notice.
- 7. Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for engineering services.

- 8. Limitations:** During the period the Consultant is covered by this agreement, the Consultant shall comply with all city ordinances including Section 2.02.002 Standards of conduct and disclosure of interest.
- 9. Employees:** Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor’s employees.
- 10. 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) and, by signing this Agreement, the Contractor affirms compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contractor must also 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/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
- 11. Injuries/Insurance:** Contractor acknowledges the Contractor’s obligation to obtain appropriate insurance coverage for the benefit of Contractor’s employees, if any. Contractor waives the rights to recovery from City for any injuries that Contractor and/or Contractor’s employees may sustain while performing services under this Agreement. Contractor is to provide a copy of proof of insurance coverage to City at least ten (10) days prior to end of any existing coverage period if Contractor uses the services of any of Contractor’s employees for the provision of services to the City. The Contractor agrees to procure insurance as outlined in Section 2 of the HDR Engineering, Inc. Terms and Conditions for Professional Services attached as Attachment “A” and shall name the City as an “additional named insured”.
- 12. Indemnification:** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including reasonable attorney’s fees, costs, and judgments that may be asserted against City to the extent caused by or resulting from acts of negligence, intentional tort, or intellectual property infringement of Contractor, Contractor’s employees, if any, and Contractor’s agents as outlined in Section 2 of the HDR Engineering, Inc. Terms and Conditions for Professional Services attached as Attachment “A”
- 13. Assignment:** Contractor’s obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
- 14. Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

**For the City:**  
City of Dripping Springs  
Attn: City Administrator  
PO Box 384  
Dripping Springs, TX 78620

**For the Contractor:**  
HDR Engineering, Inc.  
Attn: Justin Word, P.E.  
504 Lavaca Street, Suite 900  
Austin, TX 78701

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

**15. Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties. If a conflict exists between this Agreement and Attachment "A", this Agreement shall prevail.

**16. Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

**17. Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**18. Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

**19. Applicable Law:** The laws of the State of Texas shall govern this Agreement.

**20. Venue:** The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.

**CITY OF DRIPPING SPRINGS:**

**CONTRACTOR:**

\_\_\_\_\_  
Todd Purcell, Mayor

\_\_\_\_\_  
Justin Word, P.E.  
HDR Engineering, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary

**ATTACHMENT "A"**  
**CONTRACTOR'S PROPOSAL**

AMENDMENT TO AGREEMENT  
FOR  
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on September 4<sup>th</sup>, 2020, to perform engineering services for the City of Dripping Springs ("OWNER");

HDR ENGINEERING, INC. desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and the City of Dripping Springs do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

The City of Dripping Springs requested that HDR modify the Transportation Master Plan following the first Virtual Open House and requested that an updated Transportation Master Plan be presented at a second Virtual Open House. The updates and public involvement required additional coordination and meetings between City administration, City committees and Council, and Hays County.

Part 2.0 of Exhibit A originally included the following scope of services:

**Virtual Open House #1 - \$9,930**

- Host a Virtual Open House through a GIS platform for three (3) weeks.
- Create a "Story Board" and/or "Story Map" to display boards and a variety of maps developed as part of the TMP.
- Develop an online survey and/or feedback capture method through the GIS platform.
- Monitor traffic on the website.
- Consolidate feedback captured through the "Story Board."

Part 2.0 of Exhibit A shall be amended to add the following tasks required to finalize the project:

**Project Meetings - \$1,350**

- Attend two (2) virtual meetings with City staff.
- Attend three (2) virtual meetings with Hays County.
- Attend one (1) virtual meeting with Dripping Springs Economic Development Committee
- Attend one (1) virtual meeting with the City of Dripping Springs Transportation Committee.



**Virtual Open House #2 - \$4,030**

- Prepare presentation for a second virtual open house.
- Conduct a virtual open house live with the City of Dripping Springs to present an updated Transportation Master Plan to the public.

**Transportation Master Plan - \$4,675**

- Update GIS data, maps, graphics, and report following the feedback received from the second virtual open house.

Part 4.0 of Exhibit A shall be replaced with the following:


HDR will perform the above scope of work for Task 11 for an additional \$10,055 for a total hourly not to exceed amount of \$19,985.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

City of Dripping Springs ("OWNER")

HDR ENGINEERING, INC. ("HDR")

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Justin Word, P.E.

Title: \_\_\_\_\_

Title: Vice President

Date: \_\_\_\_\_

Date: 05/06/2021

PRIME PROVIDER NAME: HDR ENGINEERING, INC.

TASK	TASK DESCRIPTION	PROJECT MANAGER	PUBLIC INVOLVEMENT MANAGER	GIS ANALYST	EIT	GRAPHIC DESIGNER I	ADMIN	TOTAL LABOR HRS	TOTAL LABOR COST
11	<b>AMENDMENT</b>								
	<b>Project Meetings</b>								
	City Staff Meetings	2						2	\$450.00
	Hays County Meetings	2						2	\$450.00
	City Committee Meetings	2						2	\$450.00
	<b>TMP Update - Virtual Open House #2</b>								
	Open House #2 Preparation	2			8	16		26	\$3,130.00
	Open House Presentation	4						4	\$900.00
	<b>Finalize TMP</b>	4			16	16	1	37	\$4,675.00
	HOOURS SUB-TOTALS	16	0	0	24	32	1	73	\$10,055.00
	DIRECT LABOR	\$225.00	\$175.00	\$130.00	\$125.00	\$105.00	\$95.00		
	TOTAL LABOR COSTS	\$3,600.00	\$0.00	\$0.00	\$3,000.00	\$3,360.00	\$95.00		\$10,055.00
	SUB-TOTAL								\$10,055.00

TASK	DIRECT COSTS	UNIT	QUANTITY	AMOUNT					
11	8 1/2x11 B/W Paper Copies	Sheet		\$0.00					
	8 1/2x11 Color Paper Copies	Sheet		\$0.00					
	11x17 B/W Paper Copies	Sheet		\$0.00					
	11x17 Color Paper Copies	Sheet		\$0.00					
	24x36 Color Plots	Sheet		\$0.00					
	Turning Movement Counts	hour		\$0.00					
	Roadway Tube (per counter/24 Hours)	each/day		\$0.00					
	Travel Time Runs	hour		\$0.00					
	Mileage	Per Mile		\$0.00					
									\$0.00
	<b>SUB-TOTAL DIRECT COST</b>								\$0.00
	<b>SUB-TOTAL LABOR COSTS</b>								\$10,055.00
	<b>TOTAL COST</b>							<b>TOTAL HNTE</b>	\$10,055

## EXHIBIT A

### TASK ORDER 1

This Task Order pertains to an Agreement by and between the City of Dripping Springs, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated April 27, 2021 (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 1

PROJECT NAME: Bunker Ranch TIA Review

PART 1.0 PROJECT DESCRIPTION:

HDR will assist the City of Dripping Springs in the TIA review of the proposed Bunker Ranch development, located south of the intersection of US 290 and Bunker Ranch Boulevard, in the City of Dripping Springs ETJ.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

#### **Project Management and Coordination - \$1,840**

- Coordinate with the City of Dripping Springs, Development Team, and TxDOT to verify scope of work for the study and discuss project status.
- Coordinate with the City of Dripping Springs and Development Team to obtain available information.

#### **Project Meetings - \$3,840**

- Attend two (2) virtual project planning meetings.
- Attend two (2) virtual Transportation Committee Meetings to discuss the proposed Bunker Ranch development.
- Attend one (1) virtual Planning Commission Meeting.

#### **TIA Review - \$9,130**

- Review the Bunker Ranch TIA and provide comments to the City of Dripping Springs.
- Review response to comments and updated Bunker Ranch TIA.

- Close out TIA Comments.
- Prepare a memorandum summarizing TIA results and recommendations.

**Direct Expenses - \$97**

**PART 3.0 OWNER’S RESPONSIBILITIES:**

- City of Drippings Springs will review HDR comments.
- City of Dripping Springs will issue final TIA comments to Developer.
- Final TIA will be approved by City of Dripping Springs with guidance from HDR.

**PART 4.0 ENGINEER’S FEE:**

**HDR will perform the above scope of work for Task Order 1 for an hourly not to exceed fee of \$14,907.**

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.


City of Dripping Springs

HDR ENGINEERING, INC.

“OWNER”

“ENGINEER”

BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

BY:  \_\_\_\_\_  
 NAME: Justin Word, P.E.  
 TITLE: Vice President  
 ADDRESS: 504 Lavaca St. #900  
Austin, TX 78701

## HDR Engineering, Inc. Terms and Conditions for Consulting Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

### 2. INSURANCE/INDEMNITY

CONSULTANT agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which CONSULTANT is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. CONSULTANT agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by CONSULTANT's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

### 3. ESTIMATES

Any estimates of project cost, value or savings provided by CONSULTANT are intended to allow a comparative evaluation between alternatives and do not constitute a detailed evaluation or prediction of actual project costs, value or savings. Any such estimates are made on the basis of information available to CONSULTANT and on the basis of CONSULTANT's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since CONSULTANT has no control over the impact of various factors that impact the actual project cost, value or savings, CONSULTANT does not guarantee that the actual project cost, value or savings will not vary from CONSULTANT's estimates.

### 4. CONTROLLING LAW

This Agreement is to be governed by the law of the state where CONSULTANT's services are performed.

### 5. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor CONSULTANT will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design

objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by CONSULTANT. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering, consulting and related services hereunder, it is understood by OWNER that CONSULTANT is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by CONSULTANT, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by CONSULTANT.

### 7. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by CONSULTANT pursuant to this Agreement, are instruments of service with respect to the project. CONSULTANT retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, and OWNER will defend, indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

### 8. TERMINATION OF AGREEMENT

OWNER or CONSULTANT may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs CONSULTANT incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

### 9. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

### 10. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### 11. INVOICES

CONSULTANT will submit monthly invoices for services rendered and OWNER will make payments to CONSULTANT within thirty (30) days of OWNER's receipt of CONSULTANT's invoice.

CONSULTANT will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in CONSULTANT's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify CONSULTANT of the dispute and request clarification and/or correction. After any dispute has been settled, CONSULTANT will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for CONSULTANT. CONSULTANT retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives CONSULTANT's invoice. In the event undisputed portions of CONSULTANT's invoices are not paid when due, CONSULTANT also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by CONSULTANT are estimates to perform the services required to complete the project as CONSULTANT understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. CONSULTANT will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### 13. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, CONSULTANT agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other

employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

#### 14. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between CONSULTANT and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

#### 15. ALLOCATION OF RISK

**OWNER AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.**

#### 16. LITIGATION SUPPORT

In the event CONSULTANT is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which CONSULTANT is not a party, OWNER shall reimburse CONSULTANT for reasonable costs in responding and compensate CONSULTANT at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

#### 17. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the OWNER and CONSULTANT and has no third-party beneficiaries. All work product will be prepared for the sole and exclusive use of the OWNER and is not for the benefit of any third party and may not be distributed to, disclosed in any form to, used by, or relied upon by, any third party without the prior written consent of CONSULTANT, which consent may be withheld in its sole discretion. OWNER agrees to indemnify CONSULTANT and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including but not limited to litigation expenses and attorney's fees arising out of or related to the unauthorized disclosure, change, or alteration of such work product.

Use of any report or any information contained therein by any party other than OWNER shall be at the sole risk of such party and shall constitute a release and agreement by such party to defend and indemnify CONSULTANT and its affiliates, officers, employees and subcontractors from and against any liability for direct, indirect, incidental, consequential or special loss or damage or other liability of any nature arising from said party's use of such report or reliance upon any of its content. To the maximum extent permitted by law, such release from and indemnification against liability shall apply in contract, tort (including negligence), strict liability, or any other theory of liability.

#### 18. DISCLAIMER

In preparing reports, CONSULTANT relies, in whole or in part, on data and information provided by the OWNER and third parties, which information has not been independently verified by CONSULTANT and which CONSULTANT has assumed to be accurate, complete, reliable, and current. Therefore, while CONSULTANT has utilized the customary professional standard of care in preparing this report, CONSULTANT does not warrant or guarantee the conclusions set forth in reports which are dependent or based upon data, information or statements supplied by third parties or the OWNER.

#### **19 OPERATIONAL TECHNOLOGY SYSTEMS**

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by CONSULTANT are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by CONSULTANT are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, CONSULTANT does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against CONSULTANT resulting from any such incidents that relate to or affect OWNER's OT Systems.

#### **20. FORCE MAJEURE**

CONSULTANT shall not be responsible for delays caused by factors beyond CONSULTANT's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of CONSULTANT's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond CONSULTANT's reasonable control occur, the OWNER agrees that CONSULTANT shall not be responsible for damages, nor shall CONSULTANT be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to CONSULTANT's schedule and/or compensation if impacted by the force majeure event or condition.

**PRIME PROVIDER NAME: HDR ENGINEERING, INC.****TO 1 Bunker Ranch TIA Review**

TASK	TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	EIT	ADMIN	TOTAL LABOR HRS	TOTAL LABOR COST
<b>1</b>	<b>TIA Review</b>						
	Project Management and Coordination	6			4	10	\$1,840.00
	Transportation Committee Meetings	6				6	\$1,440.00
	Planning Commission Meeting	4				4	\$960.00
	Project Meetings	6				6	\$1,440.00
	TIA Review	2	6	18		26	\$3,690.00
	Prepare TIA Comments	4	8			12	\$2,240.00
	Review Response to Comments	2	8			10	\$1,760.00
	Review Final TIA	2	4			6	\$1,120.00
	Final Memorandum		2			2	\$320.00
							<b>\$14,810.00</b>
	HOURS SUB-TOTALS	32	28	18	4	82	\$14,810.00
	DIRECT LABOR	\$240.00	\$160.00	\$125.00	\$100.00		
	TOTAL LABOR COSTS	\$7,680.00	\$4,480.00	\$2,250.00	\$400.00		\$14,810.00
	SUB-TOTAL						<b>\$14,810.00</b>

TASK	DIRECT COSTS	CONTRACT RATE	UNIT	QUANTITY	AMOUNT		
<b>1</b>	8 1/2x11 B/W Paper Copies	0.1	Sheet	200	\$20.00		
	8 1/2x11 Color Paper Copies	1	Sheet	50	\$50.00		
	11x17 B/W Paper Copies	0.15	Sheet		\$0.00		
	11x17 Color Paper Copies	1.5	Sheet		\$0.00		
	Turning Movement Counts	50	hour		\$0.00		
	Roadway Tube (per counter/24 Hours)	110	each/day		\$0.00		
	Travel Time Runs	200	hour		\$0.00		
	Mileage	0.565	Per Mile	48	\$27.12		
							<b>\$97.00</b>
	<b>SUB-TOTAL DIRECT COST</b>						<b>\$97.00</b>
	<b>SUB-TOTAL LABOR COSTS</b>						<b>\$14,810.00</b>
	<b>TOTAL COST</b>					<b>TOTAL HNTE</b>	<b>\$14,907</b>





**HDR Labor Schedule**  
**Hourly Rates**  
**City of Dripping Springs**

Effective January 1, 2021

Project Principal	\$320.00
Senior Environmental Lead	\$270.00
Project Manager	\$240.00
QC Manager	\$240.00
Public Involvement Manager	\$180.00
Senior Utility Engineer	\$300.00
Senior Drainage Engineer	\$240.00
Senior Environmental Scientist	\$190.00
Senior Engineer	\$240.00
Project Engineer	\$160.00
EIT	\$125.00
Environmental Scientist	\$120.00
Public Involvement Coordinator	\$130.00
GIS Analyst	\$140.00
Graphic Designer I	\$110.00
Senior CADD Technician	\$160.00
CADD Technician	\$110.00
Archeology/Historian	\$100.00
Administrative Assistant	\$100.00
Expenses	100% of cost
Mileage	Current IRS Rate

## EXHIBIT A

### TASK ORDER 2

This Task Order pertains to an Agreement by and between the City of Dripping Springs, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated April 27, 2021 (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 2

PROJECT NAME: Rob Shelton Improvements

PART 1.0 PROJECT DESCRIPTION:

HDR will assist the City of Dripping Springs in the development and execution of the Rob Shelton TxDOT grant project through coordination with the project engineering team.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

#### **Project Management and Coordination - \$5,000**

- Coordinate with the City of Dripping Springs to discuss project status and provide project support.
- Attend two (2) virtual project team meetings.
- Attend one (1) virtual Transportation Committee Meeting to discuss the Rob Shelton project.

#### **Direct Expenses - \$0**

PART 3.0 OWNER'S RESPONSIBILITIES:

- City of Dripping Springs will help coordinate between HDR and the project engineering team.

PART 4.0 ENGINEER'S FEE:

HDR will perform the above scope of work for Task Order 2 for an hourly not to exceed fee of \$5,000.

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Dripping Springs

HDR ENGINEERING, INC.

\_\_\_\_\_  
"OWNER"

\_\_\_\_\_  
"ENGINEER"

BY:

BY:

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_



Justin Word, P.E.

Vice President

504 Lavaca St. #900

Austin, TX 78701

## HDR Engineering, Inc. Terms and Conditions for Consulting Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

### 2. INSURANCE/INDEMNITY

CONSULTANT agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which CONSULTANT is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. CONSULTANT agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by CONSULTANT's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

### 3. ESTIMATES

Any estimates of project cost, value or savings provided by CONSULTANT are intended to allow a comparative evaluation between alternatives and do not constitute a detailed evaluation or prediction of actual project costs, value or savings. Any such estimates are made on the basis of information available to CONSULTANT and on the basis of CONSULTANT's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since CONSULTANT has no control over the impact of various factors that impact the actual project cost, value or savings, CONSULTANT does not guarantee that the actual project cost, value or savings will not vary from CONSULTANT's estimates.

### 4. CONTROLLING LAW

This Agreement is to be governed by the law of the state where CONSULTANT's services are performed.

### 5. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor CONSULTANT will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

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OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design

objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by CONSULTANT. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering, consulting and related services hereunder, it is understood by OWNER that CONSULTANT is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by CONSULTANT, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by CONSULTANT.

### 7. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by CONSULTANT pursuant to this Agreement, are instruments of service with respect to the project. CONSULTANT retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, and OWNER will defend, indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

### 8. TERMINATION OF AGREEMENT

OWNER or CONSULTANT may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs CONSULTANT incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

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If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

### 10. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

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CONSULTANT will submit monthly invoices for services rendered and OWNER will make payments to CONSULTANT within thirty (30) days of OWNER's receipt of CONSULTANT's invoice.

CONSULTANT will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in CONSULTANT's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify CONSULTANT of the dispute and request clarification and/or correction. After any dispute has been settled, CONSULTANT will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for CONSULTANT. CONSULTANT retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives CONSULTANT's invoice. In the event undisputed portions of CONSULTANT's invoices are not paid when due, CONSULTANT also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by CONSULTANT are estimates to perform the services required to complete the project as CONSULTANT understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. CONSULTANT will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### 13. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, CONSULTANT agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other

employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

#### 14. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between CONSULTANT and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

#### 15. ALLOCATION OF RISK

**OWNER AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.**

#### 16. LITIGATION SUPPORT

In the event CONSULTANT is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which CONSULTANT is not a party, OWNER shall reimburse CONSULTANT for reasonable costs in responding and compensate CONSULTANT at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

#### 17. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the OWNER and CONSULTANT and has no third-party beneficiaries. All work product will be prepared for the sole and exclusive use of the OWNER and is not for the benefit of any third party and may not be distributed to, disclosed in any form to, used by, or relied upon by, any third party without the prior written consent of CONSULTANT, which consent may be withheld in its sole discretion. OWNER agrees to indemnify CONSULTANT and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including but not limited to litigation expenses and attorney's fees arising out of or related to the unauthorized disclosure, change, or alteration of such work product.

Use of any report or any information contained therein by any party other than OWNER shall be at the sole risk of such party and shall constitute a release and agreement by such party to defend and indemnify CONSULTANT and its affiliates, officers, employees and subcontractors from and against any liability for direct, indirect, incidental, consequential or special loss or damage or other liability of any nature arising from said party's use of such report or reliance upon any of its content. To the maximum extent permitted by law, such release from and indemnification against liability shall apply in contract, tort (including negligence), strict liability, or any other theory of liability.

#### 18. DISCLAIMER

In preparing reports, CONSULTANT relies, in whole or in part, on data and information provided by the OWNER and third parties, which information has not been independently verified by CONSULTANT and which CONSULTANT has assumed to be accurate, complete, reliable, and current. Therefore, while CONSULTANT has utilized the customary professional standard of care in preparing this report, CONSULTANT does not warrant or guarantee the conclusions set forth in reports which are dependent or based upon data, information or statements supplied by third parties or the OWNER.

#### **19 OPERATIONAL TECHNOLOGY SYSTEMS**

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by CONSULTANT are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by CONSULTANT are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, CONSULTANT does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against CONSULTANT resulting from any such incidents that relate to or affect OWNER's OT Systems.

#### **20. FORCE MAJEURE**

CONSULTANT shall not be responsible for delays caused by factors beyond CONSULTANT's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of CONSULTANT's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond CONSULTANT's reasonable control occur, the OWNER agrees that CONSULTANT shall not be responsible for damages, nor shall CONSULTANT be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to CONSULTANT's schedule and/or compensation if impacted by the force majeure event or condition.

**PRIME PROVIDER NAME: HDR ENGINEERING, INC.****TO 2 Rob Shelton Improvements**

TASK	TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ADMIN	TOTAL LABOR HRS	TOTAL LABOR COST
<b>2</b>	<b>Project Management and Coordination</b>					
	Project Coordination	8	6		14	\$2,880.00
	Project Administration	2		2		\$680.00
	Transportation Committee Meetings	2			2	\$480.00
	Project Team Meetings	4			4	\$960.00
						<b>\$5,000.00</b>
	HOURS SUB-TOTALS	16	6	2	20	\$5,000.00
	DIRECT LABOR	\$240.00	\$160.00	\$100.00		
	TOTAL LABOR COSTS	\$3,840.00	\$960.00	\$200.00		\$5,000.00
	SUB-TOTAL					<b>\$5,000.00</b>

TASK	DIRECT COSTS	CONTRACT RATE	UNIT	QUANTITY	AMOUNT	
<b>2</b>	8 1/2x11 B/W Paper Copies	0.1	Sheet		\$0.00	
	8 1/2x11 Color Paper Copies	1	Sheet		\$0.00	
	11x17 B/W Paper Copies	0.15	Sheet		\$0.00	
	11x17 Color Paper Copies	1.5	Sheet		\$0.00	
	Turning Movement Counts	50	hour		\$0.00	
	Roadway Tube (per counter/24 Hours)	110	each/day		\$0.00	
	Travel Time Runs	200	hour		\$0.00	
	Mileage	0.58	Per Mile		\$0.00	
						<b>\$0.00</b>
	<b>SUB-TOTAL DIRECT COST</b>					<b>\$0.00</b>
	<b>SUB-TOTAL LABOR COSTS</b>					<b>\$5,000.00</b>
	<b>TOTAL COST</b>				<b>TOTAL HNTE</b>	<b>\$5,000</b>



**HDR Labor Schedule**  
**Hourly Rates**  
**City of Dripping Springs**

Effective January 1, 2021

Project Principal	\$320.00
Senior Environmental Lead	\$270.00
Project Manager	\$240.00
QC Manager	\$240.00
Public Involvement Manager	\$180.00
Senior Utility Engineer	\$300.00
Senior Drainage Engineer	\$240.00
Senior Environmental Scientist	\$190.00
Senior Engineer	\$240.00
Project Engineer	\$160.00
EIT	\$125.00
Environmental Scientist	\$120.00
Public Involvement Coordinator	\$130.00
GIS Analyst	\$140.00
Graphic Designer I	\$110.00
Senior CADD Technician	\$160.00
CADD Technician	\$110.00
Archeology/Historian	\$100.00
Administrative Assistant	\$100.00
Expenses	100% of cost
Mileage	Current IRS Rate



## EXHIBIT A

### TASK ORDER 3

This Task Order pertains to an Agreement by and between the City of Dripping Springs, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated April 27, 2021 (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 3

PROJECT NAME: 2021 TxDOT Grants

PART 1.0 PROJECT DESCRIPTION:

HDR will assist the City of Dripping Springs in the development of two (2) detailed applications for TxDOT Transportation Alternatives grants.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

#### **Project Management and Coordination - \$5,360**

- Coordinate with the City of Dripping Springs to verify scope of work for the study and discuss project status.
- Coordinate with the City of Dripping Springs to obtain available information and complete required documentation.
- Provide updates on project progress and complete invoicing.

#### **Project Meetings - \$2,640**

- Attend one (1) virtual Transportation Committee Meeting to discuss the TxDOT call for projects.
- Attend one (1) virtual City Council Meeting to discuss the TxDOT call for projects.
- Attend two (2) virtual meetings with the project team and/or City staff to facilitate development of the detailed applications.
- Attend one (1) virtual meeting with the TxDOT Area office to discuss the proposed projects.

**Grant Detailed Applications - \$42,535**

- Develop detailed applications for the following two (2) projects:
  - Sidewalks along US 290 and Mercer Street near the Triangle
  - Sidewalks along RM 12, near Dripping Springs Elementary School and Dripping Springs Ranch Park
- Conduct a field visit to evaluate and document existing conditions.
- Develop detailed cost estimates for the proposed project.
- Create project layout figures to be presented to the public during outreach efforts and help coordinate public involvement events. It is assumed that the City of Dripping Springs will host events, schedule venues, and/or provide a platform for public input on the City's website.
- Present project layouts and applicable cost and improvement information to City Council for approval. One (1) City Council meeting is assumed, as listed in the previous section.
- Complete the TxDOT application form and compile submittal package, including:
  - Develop Attachment A ("Project Location Information"), outlining the project limits and length.
  - Develop Attachment B ("Project Details"), including a project location map, project layout map, site photographs, illustrative typical section figures, bridge details, and write-ups.
  - Develop Attachment C ("Safety Hazards and Countermeasures"), including a Safety Hazard map, Countermeasure map, and additional safety details, and write-ups
  - Develop Attachment D ("Connectivity"), including a Connectivity map and a Gap/Barrier Elimination Map.
  - Attachment E ("Long Distance Bicycle Routes") will not be necessary for either project based on location.
  - Draft Attachment F ("Project Sponsor Resolution"), to obtain signed resolutions by City Council, Planning and Zoning Commission, Transportation Committee, Emergency Management Commission, and Parks and Recreation Commission. The City of Dripping Springs will review and finalize the resolutions and coordinate with the various City officials and commissions to obtain approvals.
  - Compile Attachment G ("Public Outreach and Support"), which will provide documentation of public involvement and property owner outreach related to the pro-

ject as well as letters of support from stakeholders for the project. The City of Dripping Springs will provide a public involvement platform and notice of project details to City residents. The City will identify adjacent property owners and coordinate project details with property owners. The City will obtain letters of support for the project from stakeholders.

- Develop Attachment H (“Maintenance Documentation”), confirming maintenance of the completed project by the City or identifying the party responsible for maintenance.
- Develop Attachment I (“Local Planning”), identifying any local transportation plans or DSISD hazardous routes that coincide with the proposed project, if applicable.
- Develop Attachment J (“MPO TIP Letter”), providing support for the project and an agreement to integrate the project into the agency’s overall plan from both Capital Area Metropolitan Planning Organization (CAMPO) and Capital Area Council of Governments (CAPCOG). The City will help coordinate between CAMPO and CAPCOG.
- Develop Attachment K (“Environmental Documentation”), including a completed Work Plan Development form and supporting documentation.
- Develop Attachment L (“Property/Ownership/Acquisition”), documenting property ownership (from HaysCAD), encroachments, and/or a letter of consent signed by the TxDOT District Engineer (if project is within TxDOT Right-of-Way). The City will verify property ownership information.
- Develop Attachment M (“Signal, Beacons, and School Zones”), documenting the need and application of signals, beacons, and school zones, if applicable.
- Attachment N (“RR Right-of-Entry/Support Letter”) will not be necessary for either proposed project based on location.
- Develop Attachment O (“Project Timeline”), estimating the number of months it will take to complete the project from application through construction.
- Develop Attachment P (“Preliminary Engineering Costs”), estimating the Plans, Specifications, and Estimate (PS&E) costs in addition to Environmental Costs. The City will review and approve the PS&E and Environmental Costs

### **30% Design Plans- \$26,640**

- Develop 30% plans for the following two (2) projects:
  - Sidewalks along US 290 and Mercer Street near the Triangle
  - Sidewalks along RM 12, near Dripping Springs Elementary School and Dripping Springs Ranch Park

- 30% plans developed for the detailed application will include a cover sheet, layout sheets with annotations, typical section sheets, and technical detail sheets.

**Direct Expenses - \$200**

**PART 3.0 OWNER’S RESPONSIBILITIES:**

- City will schedule and attend meeting with TxDOT.
- City will finalize project resolutions and obtain approvals from City Council, Planning and Zoning Commission, Transportation Committee, Emergency Management Commission, and Parks and Recreation Commission.
- City will provide a public involvement platform and notice of project details to City residents.
- The City will identify adjacent property owners and coordinate project details with property owners. The City will obtain letters of support for the project from stakeholders.
- City of Dripping Springs will help review and approve the application.

**PART 4.0 ENGINEER’S FEE:**

**HDR will perform the above scope of work for Task Order 3 for an hourly not to exceed fee of \$77,375.**

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Dripping Springs

HDR ENGINEERING, INC.

“OWNER”

“ENGINEER”

BY:

BY:

NAME:

NAME:

TITLE:

TITLE:

ADDRESS:

ADDRESS:



Justin Word, P.E.

Vice President

504 Lavaca St. #900

Austin, TX 78701

## HDR Engineering, Inc. Terms and Conditions for Consulting Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

### 2. INSURANCE/INDEMNITY

CONSULTANT agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which CONSULTANT is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. CONSULTANT agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by CONSULTANT's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

### 3. ESTIMATES

Any estimates of project cost, value or savings provided by CONSULTANT are intended to allow a comparative evaluation between alternatives and do not constitute a detailed evaluation or prediction of actual project costs, value or savings. Any such estimates are made on the basis of information available to CONSULTANT and on the basis of CONSULTANT's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since CONSULTANT has no control over the impact of various factors that impact the actual project cost, value or savings, CONSULTANT does not guarantee that the actual project cost, value or savings will not vary from CONSULTANT's estimates.

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In performing professional engineering, consulting and related services hereunder, it is understood by OWNER that CONSULTANT is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by CONSULTANT, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by CONSULTANT.

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OWNER recognizes that late payment of invoices results in extra expenses for CONSULTANT. CONSULTANT retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives CONSULTANT's invoice. In the event undisputed portions of CONSULTANT's invoices are not paid when due, CONSULTANT also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

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The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by CONSULTANT are estimates to perform the services required to complete the project as CONSULTANT understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. CONSULTANT will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

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In connection with the services under this Agreement, CONSULTANT agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other

employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

#### 14. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between CONSULTANT and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

#### 15. ALLOCATION OF RISK

**OWNER AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.**

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This Agreement gives no rights or benefits to anyone other than the OWNER and CONSULTANT and has no third-party beneficiaries. All work product will be prepared for the sole and exclusive use of the OWNER and is not for the benefit of any third party and may not be distributed to, disclosed in any form to, used by, or relied upon by, any third party without the prior written consent of CONSULTANT, which consent may be withheld in its sole discretion. OWNER agrees to indemnify CONSULTANT and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including but not limited to litigation expenses and attorney's fees arising out of or related to the unauthorized disclosure, change, or alteration of such work product.

Use of any report or any information contained therein by any party other than OWNER shall be at the sole risk of such party and shall constitute a release and agreement by such party to defend and indemnify CONSULTANT and its affiliates, officers, employees and subcontractors from and against any liability for direct, indirect, incidental, consequential or special loss or damage or other liability of any nature arising from said party's use of such report or reliance upon any of its content. To the maximum extent permitted by law, such release from and indemnification against liability shall apply in contract, tort (including negligence), strict liability, or any other theory of liability.

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In preparing reports, CONSULTANT relies, in whole or in part, on data and information provided by the OWNER and third parties, which information has not been independently verified by CONSULTANT and which CONSULTANT has assumed to be accurate, complete, reliable, and current. Therefore, while CONSULTANT has utilized the customary professional standard of care in preparing this report, CONSULTANT does not warrant or guarantee the conclusions set forth in reports which are dependent or based upon data, information or statements supplied by third parties or the OWNER.

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PRIME PROVIDER NAME: HDR ENGINEERING, INC.

TO 3 2021 TxDOT Grants

TASK	TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD TECHNICIAN	PUBLIC INVOLVEMENT MANAGER	GRAPHIC DESIGNER I	SENIOR ENVIRONMENTAL SCIENTIST	ENVIRONMENTAL SCIENTIST	ADMIN	TOTAL LABOR HRS	TOTAL LABOR COST
3	<b>Project Management and Coordination</b>	18		4							4	26	\$5,360.00
	<b>Project Meetings</b>												
	Transportation Committee Meeting (1)	3										3	\$720.00
	City Council Meeting (1)	3										3	\$720.00
	Team Meetings (2)	2		2								4	\$800.00
	TxDOT Meeting (1)	1		1								2	\$400.00
	<b>Detailed Applications</b>												
	Field Visit			4	4							8	\$1,140.00
	Cost Estimates			64								64	\$10,240.00
	Public Involvement Graphics & Coordination	4		5			2	10				21	\$3,220.00
	Attachment A ("Project Location Information")			1								1	\$160.00
	Attachment B ("Project Details")			10	10		1	16				37	\$4,790.00
	Attachment C ("Safety Hazards and Countermeasures")			2	16							18	\$2,320.00
	Attachment D ("Connectivity")			2	16							18	\$2,320.00
	Attachment F ("Project Sponsor Resolution")	1		2	2							5	\$810.00
	Attachment G ("Public Outreach and Support")	4		2	2							8	\$1,530.00
	Attachment H ("Maintenance Documentation")			1								1	\$160.00
	Attachment I ("Local Planning")			2	2							4	\$570.00
	Attachment J ("MPO TIP Letter")			1								1	\$160.00
	Attachment K ("Environmental Documentation")								4	32		36	\$4,600.00
	Attachment L ("Property/Ownership/Acquisition")	2		2	1							5	\$925.00
	Attachment M ("Signal, Beacons, and School Zones")			1								1	\$160.00
	Attachment O ("Project Timeline")		4									4	\$960.00
	Attachment P ("Preliminary Engineering Costs")			4								4	\$640.00
	QC		4	4	4							12	\$2,100.00
	Application Form			8	8							16	\$2,280.00
	Application Compiling and Review	8		8	2							18	\$3,450.00
	<b>30% Design Plans</b>												
	Layout Sheets	1		40		80						121	\$15,440.00
	Detail Sheets	1		8		16						25	\$3,280.00
	Typical Sections	1		16		16						33	\$4,560.00
	QC		4	4		16						24	\$3,360.00
													<b>\$77,175.00</b>
	<b>HOURS SUB-TOTALS</b>	49	12	198	67	128	3	26	4	32	4	523	\$77,175.00
	<b>DIRECT LABOR</b>	\$240.00	\$240.00	\$160.00	\$125.00	\$110.00	\$180.00	\$110.00	\$190.00	\$120.00	\$100.00		
	<b>TOTAL LABOR COSTS</b>	\$11,760.00	\$2,880.00	\$31,680.00	\$8,375.00	\$14,080.00	\$540.00	\$2,860.00	\$760.00	\$3,840.00	\$400.00		\$77,175.00
	<b>SUB-TOTAL</b>												<b>\$77,175.00</b>

TASK	DIRECT COSTS	CONTRACT RATE	UNIT	QUANTITY	AMOUNT
3	8 1/2x11 B/W Paper Copies	0.1	Sheet	205	\$20.50
	8 1/2x11 Color Paper Copies	1	Sheet	40	\$40.00
	11x17 B/W Paper Copies	0.15	Sheet		\$0.00
	11x17 Color Paper Copies	1.5	Sheet		\$0.00
	Turning Movement Counts	50	hour		\$0.00
	Roadway Tube (per counter/24 Hours)	110	each/day		\$0.00
	Travel Time Runs	200	hour		\$0.00
	Mileage	0.58	Per Mile	240	\$139.20
					<b>\$200.00</b>
	<b>SUB-TOTAL DIRECT COST</b>				<b>\$200.00</b>
	<b>SUB-TOTAL LABOR COSTS</b>				<b>\$77,175.00</b>
	<b>TOTAL COST</b>				<b>TOTAL HNTB \$77,375</b>





**HDR Labor Schedule**  
**Hourly Rates**  
**City of Dripping Springs**

Effective January 1, 2021

Project Principal	\$320.00
Senior Environmental Lead	\$270.00
Project Manager	\$240.00
QC Manager	\$240.00
Public Involvement Manager	\$180.00
Senior Utility Engineer	\$300.00
Senior Drainage Engineer	\$240.00
Senior Environmental Scientist	\$190.00
Senior Engineer	\$240.00
Project Engineer	\$160.00
EIT	\$125.00
Environmental Scientist	\$120.00
Public Involvement Coordinator	\$130.00
GIS Analyst	\$140.00
Graphic Designer I	\$110.00
Senior CADD Technician	\$160.00
CADD Technician	\$110.00
Archeology/Historian	\$100.00
Administrative Assistant	\$100.00
Expenses	100% of cost
Mileage	Current IRS Rate

## EXHIBIT A

### TASK ORDER 4

This Task Order pertains to an Agreement by and between the City of Dripping Springs, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated April 27, 2021 (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 4

PROJECT NAME: Arrowhead C-Store TIA Review

PART 1.0 PROJECT DESCRIPTION:

HDR will assist the City of Dripping Springs in the TIA review of the proposed Convenience Store development, located on the southwest corner of US 290 and Arrowhead Ranch Boulevard, in the City of Dripping Springs.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

#### **Project Management and Coordination - \$2,480**

- Coordinate with the City of Dripping Springs, Development Team, and TxDOT to verify scope of work for the study and discuss project status.
- Coordinate with the City of Dripping Springs and Development Team to obtain available information.

#### **Project Meetings - \$3,840**

- Attend two (2) virtual project planning meetings.
- Attend two (2) virtual Transportation Committee Meetings to discuss the proposed Convenience Store development.
- Attend one (1) virtual Planning Commission Meeting.

#### **TIA Review - \$7,600**

- Review the Arrowhead C-Store TIA and provide comments to the City of Dripping Springs.
- Review response to comments and updated Arrowhead C-Store TIA.

- Close out TIA Comments.
- Prepare a memorandum summarizing TIA results and recommendations.

**Direct Expenses - \$97**

**PART 3.0 OWNER'S RESPONSIBILITIES:**

- City of Drippings Springs will review HDR comments.
- City of Dripping Springs will issue final TIA comments to Developer.
- Final TIA will be approved by City of Dripping Springs with guidance from HDR.

**PART 4.0 ENGINEER'S FEE:**

**HDR will perform the above scope of work for Task Order 4 for an hourly not to exceed fee of \$14,017.**

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Dripping Springs

HDR ENGINEERING, INC.

\_\_\_\_\_  
"OWNER"

\_\_\_\_\_  
"ENGINEER"

BY:

BY:

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_



Justin Word, P.E.

Vice President

504 Lavaca St. #900

Austin, TX 78701

## HDR Engineering, Inc. Terms and Conditions for Consulting Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

### 2. INSURANCE/INDEMNITY

CONSULTANT agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which CONSULTANT is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. CONSULTANT agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by CONSULTANT's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

### 3. ESTIMATES

Any estimates of project cost, value or savings provided by CONSULTANT are intended to allow a comparative evaluation between alternatives and do not constitute a detailed evaluation or prediction of actual project costs, value or savings. Any such estimates are made on the basis of information available to CONSULTANT and on the basis of CONSULTANT's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since CONSULTANT has no control over the impact of various factors that impact the actual project cost, value or savings, CONSULTANT does not guarantee that the actual project cost, value or savings will not vary from CONSULTANT's estimates.

### 4. CONTROLLING LAW

This Agreement is to be governed by the law of the state where CONSULTANT's services are performed.

### 5. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor CONSULTANT will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design

objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by CONSULTANT. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering, consulting and related services hereunder, it is understood by OWNER that CONSULTANT is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by CONSULTANT, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by CONSULTANT.

### 7. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by CONSULTANT pursuant to this Agreement, are instruments of service with respect to the project. CONSULTANT retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, and OWNER will defend, indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

### 8. TERMINATION OF AGREEMENT

OWNER or CONSULTANT may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs CONSULTANT incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

### 9. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

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These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### 11. INVOICES

CONSULTANT will submit monthly invoices for services rendered and OWNER will make payments to CONSULTANT within thirty (30) days of OWNER's receipt of CONSULTANT's invoice.

CONSULTANT will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in CONSULTANT's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify CONSULTANT of the dispute and request clarification and/or correction. After any dispute has been settled, CONSULTANT will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for CONSULTANT. CONSULTANT retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives CONSULTANT's invoice. In the event undisputed portions of CONSULTANT's invoices are not paid when due, CONSULTANT also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

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**PRIME PROVIDER NAME: HDR ENGINEERING, INC.****TO 4 Arrowhead C-Store TIA Review**

TASK	TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	EIT	ADMIN	TOTAL LABOR HRS	TOTAL LABOR COST
<b>4</b>	<b>TIA Review</b>						
	Project Management and Coordination	6	4		4	14	\$2,480.00
	Transportation Committee Meetings	6				6	\$1,440.00
	Planning Commission Meeting	4				4	\$960.00
	Project Meetings	6				6	\$1,440.00
	TIA Review	2	6	16		24	\$3,440.00
	Prepare TIA Comments	4	4			8	\$1,600.00
	Review Response to Comments	2	4			6	\$1,120.00
	Review Final TIA	2	4			6	\$1,120.00
	Final Memorandum		2			2	\$320.00
							<b>\$13,920.00</b>
	HOURS SUB-TOTALS	32	24	16	4	76	\$13,920.00
	DIRECT LABOR	\$240.00	\$160.00	\$125.00	\$100.00		
	TOTAL LABOR COSTS	\$7,680.00	\$3,840.00	\$2,000.00	\$400.00		\$13,920.00
	SUB-TOTAL						<b>\$13,920.00</b>

TASK	DIRECT COSTS	CONTRACT RATE	UNIT	QUANTITY	AMOUNT		
<b>4</b>	8 1/2x11 B/W Paper Copies	0.1	Sheet	200	\$20.00		
	8 1/2x11 Color Paper Copies	1	Sheet	50	\$50.00		
	11x17 B/W Paper Copies	0.15	Sheet		\$0.00		
	11x17 Color Paper Copies	1.5	Sheet		\$0.00		
	Turning Movement Counts	50	hour		\$0.00		
	Roadway Tube (per counter/24 Hours)	110	each/day		\$0.00		
	Travel Time Runs	200	hour		\$0.00		
	Mileage	0.565	Per Mile	48	\$27.12		
							<b>\$97.00</b>
	<b>SUB-TOTAL DIRECT COST</b>						<b>\$97.00</b>
	<b>SUB-TOTAL LABOR COSTS</b>						<b>\$13,920.00</b>
	<b>TOTAL COST</b>					<b>TOTAL HNTE</b>	<b>\$14,017</b>



**HDR Labor Schedule**  
**Hourly Rates**  
**City of Dripping Springs**

Effective January 1, 2021

Project Principal	\$320.00
Senior Environmental Lead	\$270.00
Project Manager	\$240.00
QC Manager	\$240.00
Public Involvement Manager	\$180.00
Senior Utility Engineer	\$300.00
Senior Drainage Engineer	\$240.00
Senior Environmental Scientist	\$190.00
Senior Engineer	\$240.00
Project Engineer	\$160.00
EIT	\$125.00
Environmental Scientist	\$120.00
Public Involvement Coordinator	\$130.00
GIS Analyst	\$140.00
Graphic Designer I	\$110.00
Senior CADD Technician	\$160.00
CADD Technician	\$110.00
Archeology/Historian	\$100.00
Administrative Assistant	\$100.00
Expenses	100% of cost
Mileage	Current IRS Rate



## EXHIBIT A

### TASK ORDER 5

This Task Order pertains to an Agreement by and between the City of Dripping Springs, (“OWNER”), and HDR Engineering, Inc. (“ENGINEER”), dated April 27, 2021 (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 5

PROJECT NAME: Newgrowth MF TIA Review

PART 1.0 PROJECT DESCRIPTION:

HDR will assist the City of Dripping Springs in the TIA review of the proposed Newgrowth Multi-family development, located southwest of the intersection of US 290 and Roger Hanks Parkway, in the City of Dripping Springs.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

#### **Project Management and Coordination - \$2,000**

- Coordinate with the City of Dripping Springs, Development Team, and TxDOT to verify scope of work for the study and discuss project status.
- Coordinate with the City of Dripping Springs and Development Team to obtain available information.

#### **Project Meetings - \$3,840**

- Attend two (2) virtual project planning meetings.
- Attend two (2) virtual Transportation Committee Meetings to discuss the proposed Newgrowth Multifamily development.
- Attend one (1) virtual Planning Commission Meeting.

#### **TIA Review - \$10,200**

- Review the Newgrowth Multifamily TIA and provide comments to the City of Dripping Springs.
- Review response to comments and updated Newgrowth Multifamily TIA.

- Close out TIA Comments.
- Prepare a memorandum summarizing TIA results and recommendations.

**Direct Expenses - \$97**

**PART 3.0 OWNER’S RESPONSIBILITIES:**

- City of Drippings Springs will review HDR comments.
- City of Dripping Springs will issue final TIA comments to Developer.
- Final TIA will be approved by City of Dripping Springs with guidance from HDR.

**PART 4.0 ENGINEER’S FEE:**

**HDR will perform the above scope of work for Task Order 5 for an hourly not to exceed fee of \$16,137.**

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.


City of Dripping Springs

HDR ENGINEERING, INC.

“OWNER”

“ENGINEER”

BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

BY:   
 NAME: Justin Word, P.E.  
 TITLE: Vice President  
 ADDRESS: 504 Lavaca St. #900  
Austin, TX 78701

## HDR Engineering, Inc. Terms and Conditions for Consulting Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

### 2. INSURANCE/INDEMNITY

CONSULTANT agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which CONSULTANT is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. CONSULTANT agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by CONSULTANT's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

### 3. ESTIMATES

Any estimates of project cost, value or savings provided by CONSULTANT are intended to allow a comparative evaluation between alternatives and do not constitute a detailed evaluation or prediction of actual project costs, value or savings. Any such estimates are made on the basis of information available to CONSULTANT and on the basis of CONSULTANT's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since CONSULTANT has no control over the impact of various factors that impact the actual project cost, value or savings, CONSULTANT does not guarantee that the actual project cost, value or savings will not vary from CONSULTANT's estimates.

### 4. CONTROLLING LAW

This Agreement is to be governed by the law of the state where CONSULTANT's services are performed.

### 5. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor CONSULTANT will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design

objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by CONSULTANT. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering, consulting and related services hereunder, it is understood by OWNER that CONSULTANT is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by CONSULTANT, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by CONSULTANT.

### 7. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by CONSULTANT pursuant to this Agreement, are instruments of service with respect to the project. CONSULTANT retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, and OWNER will defend, indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

### 8. TERMINATION OF AGREEMENT

OWNER or CONSULTANT may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs CONSULTANT incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

### 9. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

### 10. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### 11. INVOICES

CONSULTANT will submit monthly invoices for services rendered and OWNER will make payments to CONSULTANT within thirty (30) days of OWNER's receipt of CONSULTANT's invoice.

CONSULTANT will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in CONSULTANT's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify CONSULTANT of the dispute and request clarification and/or correction. After any dispute has been settled, CONSULTANT will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for CONSULTANT. CONSULTANT retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives CONSULTANT's invoice. In the event undisputed portions of CONSULTANT's invoices are not paid when due, CONSULTANT also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by CONSULTANT are estimates to perform the services required to complete the project as CONSULTANT understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. CONSULTANT will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### 13. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, CONSULTANT agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other

employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

#### 14. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between CONSULTANT and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

#### 15. ALLOCATION OF RISK

**OWNER AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.**

#### 16. LITIGATION SUPPORT

In the event CONSULTANT is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which CONSULTANT is not a party, OWNER shall reimburse CONSULTANT for reasonable costs in responding and compensate CONSULTANT at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

#### 17. NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the OWNER and CONSULTANT and has no third-party beneficiaries. All work product will be prepared for the sole and exclusive use of the OWNER and is not for the benefit of any third party and may not be distributed to, disclosed in any form to, used by, or relied upon by, any third party without the prior written consent of CONSULTANT, which consent may be withheld in its sole discretion. OWNER agrees to indemnify CONSULTANT and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including but not limited to litigation expenses and attorney's fees arising out of or related to the unauthorized disclosure, change, or alteration of such work product.

Use of any report or any information contained therein by any party other than OWNER shall be at the sole risk of such party and shall constitute a release and agreement by such party to defend and indemnify CONSULTANT and its affiliates, officers, employees and subcontractors from and against any liability for direct, indirect, incidental, consequential or special loss or damage or other liability of any nature arising from said party's use of such report or reliance upon any of its content. To the maximum extent permitted by law, such release from and indemnification against liability shall apply in contract, tort (including negligence), strict liability, or any other theory of liability.

#### 18. DISCLAIMER

In preparing reports, CONSULTANT relies, in whole or in part, on data and information provided by the OWNER and third parties, which information has not been independently verified by CONSULTANT and which CONSULTANT has assumed to be accurate, complete, reliable, and current. Therefore, while CONSULTANT has utilized the customary professional standard of care in preparing this report, CONSULTANT does not warrant or guarantee the conclusions set forth in reports which are dependent or based upon data, information or statements supplied by third parties or the OWNER.

#### **19 OPERATIONAL TECHNOLOGY SYSTEMS**

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by CONSULTANT are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by CONSULTANT are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, CONSULTANT does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against CONSULTANT resulting from any such incidents that relate to or affect OWNER's OT Systems.

#### **20. FORCE MAJEURE**

CONSULTANT shall not be responsible for delays caused by factors beyond CONSULTANT's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of CONSULTANT's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond CONSULTANT's reasonable control occur, the OWNER agrees that CONSULTANT shall not be responsible for damages, nor shall CONSULTANT be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to CONSULTANT's schedule and/or compensation if impacted by the force majeure event or condition.

**PRIME PROVIDER NAME: HDR ENGINEERING, INC.****TO 5 Newgrowth MF TIA Review**

TASK	TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	EIT	ADMIN	TOTAL LABOR HRS	TOTAL LABOR COST
<b>5</b>	<b>TIA Review</b>						
	Project Management and Coordination	4	4		4	12	\$2,000.00
	Transportation Committee Meetings	6				6	\$1,440.00
	Planning Commission Meeting	4				4	\$960.00
	Project Meetings	6				6	\$1,440.00
	TIA Review	2	8	24		34	\$4,760.00
	Prepare TIA Comments	4	8			12	\$2,240.00
	Review Response to Comments	2	8			10	\$1,760.00
	Review Final TIA	2	4			6	\$1,120.00
	Final Memorandum		2			2	\$320.00
							<b>\$16,040.00</b>
	HOURS SUB-TOTALS	30	34	24	4	92	\$16,040.00
	DIRECT LABOR	\$240.00	\$160.00	\$125.00	\$100.00		
	TOTAL LABOR COSTS	\$7,200.00	\$5,440.00	\$3,000.00	\$400.00		\$16,040.00
	SUB-TOTAL						<b>\$16,040.00</b>

TASK	DIRECT COSTS	CONTRACT RATE	UNIT	QUANTITY	AMOUNT		
<b>5</b>	8 1/2x11 B/W Paper Copies	0.1	Sheet	200	\$20.00		
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	Turning Movement Counts	50	hour		\$0.00		
	Roadway Tube (per counter/24 Hours)	110	each/day		\$0.00		
	Travel Time Runs	200	hour		\$0.00		
	Mileage	0.565	Per Mile	48	\$27.12		
							<b>\$97.00</b>
	<b>SUB-TOTAL DIRECT COST</b>						<b>\$97.00</b>
	<b>SUB-TOTAL LABOR COSTS</b>						<b>\$16,040.00</b>
	<b>TOTAL COST</b>					<b>TOTAL HNTE</b>	<b>\$16,137</b>



**HDR Labor Schedule**  
**Hourly Rates**  
**City of Dripping Springs**

Effective January 1, 2021

Project Principal	\$320.00
Senior Environmental Lead	\$270.00
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Senior Engineer	\$240.00
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EIT	\$125.00
Environmental Scientist	\$120.00
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Graphic Designer I	\$110.00
Senior CADD Technician	\$160.00
CADD Technician	\$110.00
Archeology/Historian	\$100.00
Administrative Assistant	\$100.00
Expenses	100% of cost
Mileage	Current IRS Rate



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

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**Submitted By:** Aaron Reed, Public Works Coordinator

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**Council Meeting Date:** 05/18/2021

**Agenda Item Wording:** Discuss and Consider Approval of a PSA for Transportation Engineering Services with HDR Engineering.

**Agenda Item Requestor:**

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**Summary/Background:** City staff has worked with HDR Engineering to create Task Orders for the proposed projects to be completed in the remainder of FY21. At this time the funds for these task orders are available in the Transportation Improvement Budget due to cost savings on other line items and staff does not anticipate needing a budget amendment. Task orders 1,4, and 5 are reimbursable by developers and should not impact the budget.

**Commission  
Recommendations:**

**Recommended  
Council Actions:** City staff recommends approval.

**Attachments:**

**Next Steps/Schedule:** Send to City Secretary for execution.





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

**Submitted By:** Aaron Reed, Public Works Coordinator

**Council Meeting Date:** 05/18/2021

**Agenda Item Wording:** Discuss and consider approval of a Resolution of the City Council of the City of Dripping Springs Texas, authorizing the submission of a nomination for funding from the Texas Department of Transportation's 2021 Transportation Alternatives Program; and authorizing the Mayor to act as the City's authorized representative in all matters pertaining to the City's participation in the 2021 Transportation Alternatives Program.

**Agenda Item Requestor:**

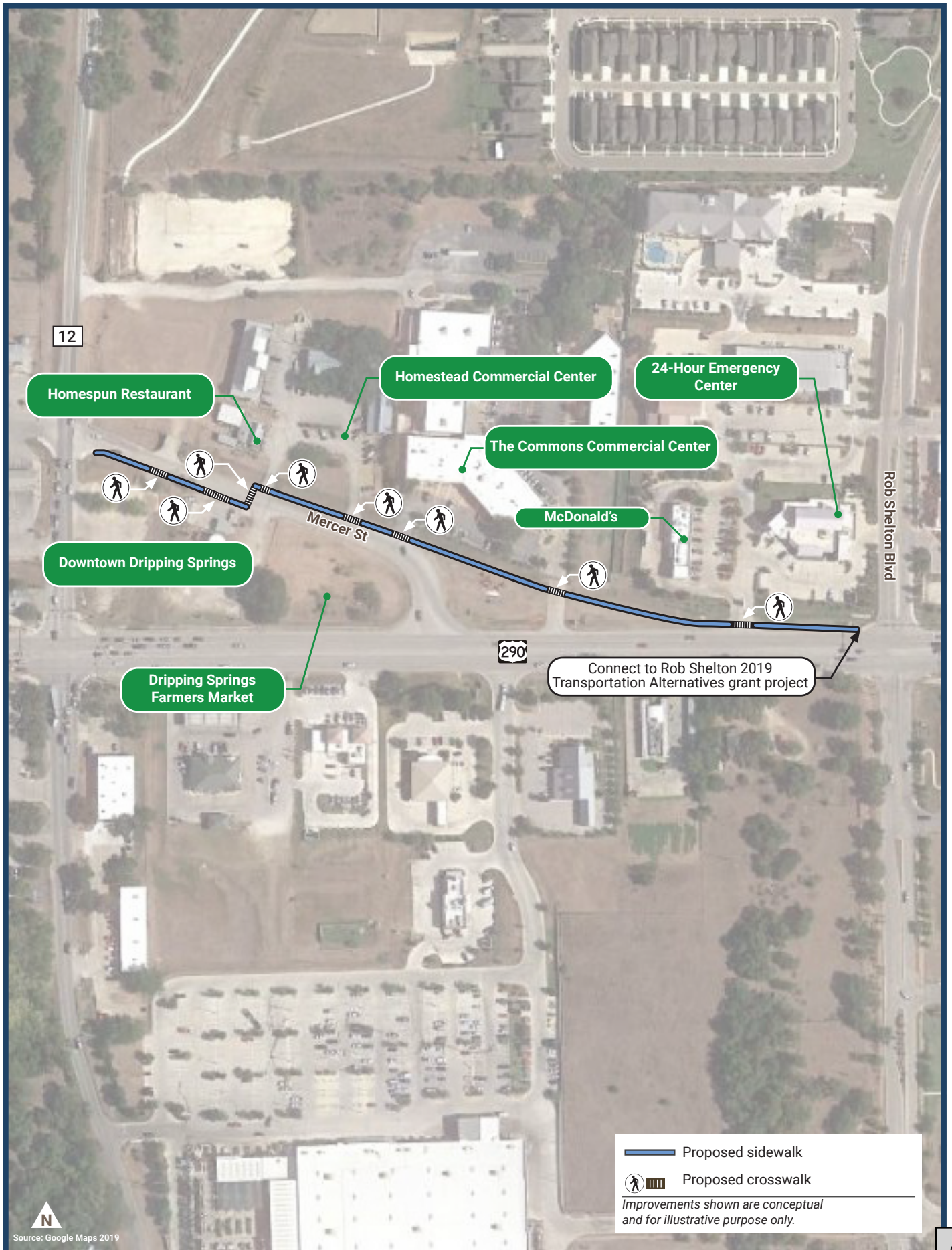
**Summary/Background:** In February 2021, City staff prepared a preliminary application for the 2021 Transportation Alternatives Program to construct pedestrian improvements along Mercer St. and US Hwy 290 from RR-12 to Rob Shelton Blvd. These improvements would offer access to the Historic District, numerous businesses, and Veteran's Memorial Park. The improvements would connect the Mercer St. pedestrian improvements from the 2015 TA program to the Rob Shelton improvements from the 2019 TA program. The improvements are shown on the City Wide Trail. The preliminary application was deemed eligible for federal funding with a 20% local match. The estimated cost for this project from the preliminary application is \$441,178.53. The City's obligation would be \$88,235.71. This cost could potentially change as the detailed application and cost estimate are completed. There is a significant cost savings in the application process since City staff is working directly with our transportation engineer eliminating the need for a consultant grant writer.

**Commission  
 Recommendations:**

**Recommended  
 Council Actions:** City staff recommends approval.

**Attachments:**

**Next Steps/Schedule:** Send to City Secretary for execution. Submit detailed application to TxDOT on June 14, 2021.



**CITY OF DRIPPING SPRINGS**

**RESOLUTION No. 2021-**

OFFICIAL PROJECT SPONSOR LOCAL COMMITMENT RESOLUTION  
MERCER ST PEDESTRIAN SIDEWALK PROJECT FROM RR-12 TO ROB  
SHELTON BLVD  
PROJECT ID #: 0\_AUS\_DRIPPING SPRINGS02\_MERCER ST

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, AUTHORIZING THE SUBMISSION OF A NOMINATION FOR FUNDING FROM TEXAS DEPARTMENT OF TRANSPORTATION'S 2021 TRANSPORTATION ALTERNATIVES PROGRAM; AND AUTHORIZING THE MAYOR TO ACT AS THE CITY'S AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN 2021 TRANSPORTATION ALTERNATIVES PROGRAM.**

**WHEREAS,** the Texas Department of Transportation (Department) issued a call for nominations in February 2021 for communities to apply for federal highway funding assistance made available through the TxDOT TA Program; and

**WHEREAS,** the City of Dripping Springs' Citywide Trails Plan and Citywide Transportation Plan calls for the construction of sidewalks and bicycle routes along Mercer St. and US 290 from RR-12 to Rob Shelton Blvd; and

**WHEREAS,** the City desires to construct accessible and welcoming pathways connecting the Historic District to Rob Shelton Blvd and the Veteran’s Memorial Park; and

**WHEREAS,** these adopted City goals have received broad-based support from the community; and

**WHEREAS,** the proposed construction of the Dripping Springs Mercer St. Pedestrian Sidewalk Project from RR-12 to Rob Shelton Blvd. ( ID #: 0\_AUS\_Dripping Springs02\_Mercer St) will:

- improve safety by providing pedestrians with a safe alternative to walking in the roadway with cars, buses and trucks; and
- increase connectivity for both pedestrians and bicyclists
- increase multi modal connectivity by completing a safe route to Park and Ride lots, and
- provide an economic benefit promoting patronage of local businesses, health and medical offices with the construction of ADA accessible linkages.

**WHEREAS,** the City of Dripping Springs supports funding this project with 20% non-federal matching funds, plus 100% of overruns.

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

1. That the City of Dripping Springs here supports funding the FY2022 Dripping Springs Mercer St. Connectivity Project as described in the TASA Nomination for Funding to be submitted to TxDOT.
2. That the City of Dripping Springs adopts Resolution 2021- [REDACTED] approving the submission of the TASA project nomination to the department.
3. The City of Dripping Springs supports funding this FY2022 project as described in the 20121 TA Set-Aside Nomination form (including the construction budget, the department's 15% administrative cost, the required local match) and is willing to commit to the project's development, implementation, construction, maintenance, management and financing.
4. That the City is willing and able to enter into an Advanced Funding Agreement with the department by resolution or ordinance, should the project be selected for funding.
5. That the Mayor is authorized to execute an Advanced Funding Agreement with the department agreement should the project be selected for funding.
6. That the City, if selected, commits to developing, implementing, constructing, maintaining, managing, and financing the project (where applicable).
7. That the City funding support includes:
  - a. Non-federal matching funds for payment of 20% of all costs;
  - b. Non-federal matching funds for the 20% applicant TxDOT Administrative Fee; and
  - c. City is responsible for 100% of any cost overruns
8. That the City Council directs and designates the Mayor as the City's Authorized Representative to act in all matters in connection with this nomination for funding and the City's participation in the TASA.
9. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**PASSED & APPROVED this, the 18<sup>th</sup> day of May 2021, by a vote of (ayes) to (nays) to (abstentions) of the City Council of Dripping Springs, Texas.**

**CITY OF DRIPPING SPRINGS:**

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Bill Foulds Jr., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary

City of Dripping Springs Mercer Street Sidewalk Connectivity Project - Estimated Design Cost

Construction Cost Estimate = \$336,777.50

Item	% of Construction	Cost
Engineering Design	15.00%	\$50,516.63
Surveying	3.00%	\$10,103.33
Geotechnical	3.00%	\$10,103.33
Construction Phase Services	2.00%	\$6,735.55
<b>Subtotal PS&amp;E</b>		<b>\$77,458.83</b>
Environmental	8.00%	\$26,942.20
<b>Subtotal Env</b>		<b>\$26,942.20</b>
<b>Total Design Cost</b>		<b>\$104,401.03</b>

**City of Dripping Springs Mercer Street Sidewalk Connectivity Project - Estimated Construction Cost**

<b>Item</b>	<b>Unit Cost</b>	<b>Quantity</b>	<b>Unit</b>	<b>Total</b>
Preparing ROW	\$1,000.00	14	STA	\$14,000.00
Demolition	\$10,000.00	1	EA	\$10,000.00
Conc Sidewalks (5 IN)(5 FT Wide)	\$60.00	720	SY	\$43,200.00
Embankment	\$30.00	300	CY	\$9,000.00
Furnishing & Placing Topsoil (4 IN)	\$3.00	900	SY	\$2,700.00
Broadcast Seed & Water	\$1.00	900	SY	\$900.00
Drill Shaft (30 IN)	\$285.00	60	LF	\$17,100.00
Bridge Reinf Conc Slab	\$20.00	720	SF	\$14,400.00
Bridge Foundation & Rip Rap	\$20,000.00	1	EA	\$20,000.00
Sidewalk Culvert Crossing	\$2,000.00	3	EA	\$6,000.00
Erosion Control Logs (install)	\$5.00	1,300	LF	\$6,500.00
Erosion control Logs (remove)	\$1.00	1,300	LF	\$1,300.00
Curb Ramps	\$2,000.00	10	EA	\$20,000.00
Aluminum Signs	\$750.00	2	EA	\$1,500.00
Bike Rack	\$3,500.00	2	EA	\$7,000.00
Bench	\$5,000.00	2	EA	\$10,000.00
Prefab Ped Stl Truss Bridge	\$100,000.00	1	EA	\$100,000.00
Crosswalk Striping	\$50.00	65	LF	\$3,250.00
Barricades, Signs & Traffic Handling	\$6,000.00	1	EA	\$6,000.00
			<b>Subtotal</b>	\$292,850.00
			<b>Mobilization</b>	10% \$29,285.00
			<b>Contingency</b>	5% \$14,642.50
			<b>Total Construction Cost</b>	<b>\$336,777.50</b>





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

**Submitted By:** Aaron Reed, Public Works Coordinator

**Council Meeting Date:** 05/18/2021

**Agenda Item Wording:** **Discuss and consider approval of a Resolution of the City Council of the City of Dripping Springs Texas, authorizing the submission of a nomination for funding from the Texas Department of Transportation's 2021 Transportation Alternatives Program; and authorizing the Mayor to act as the City's authorized representative in all matters pertaining to the City's participation in the 2021 Transportation Alternatives Program.**

**Agenda Item Requestor:**

**Summary/Background:** In February 2021, City staff prepared a preliminary application for the 2021 Transportation Alternatives Program to construct pedestrian improvements along RR-12 and Event Center Drive from the Founders Ridge subdivision to the DSISD Elementary School, Dripping Springs Ranch Park and the Harrison Hills subdivision. These improvements would offer access to the elementary school, residential subdivisions, and Ranch Park. The improvements are shown on the City Wide Trail. The preliminary application was deemed eligible for federal funding with a 20% local match. The estimated cost for this project from the preliminary application is \$517,000.67. The City's obligation would be \$103,400.13. This cost could potentially change as the detailed application and cost estimate are completed. There is a significant cost savings in the application process since City staff is working directly with our transportation engineer eliminating the need for a consultant grant writer.

**Commission  
 Recommendations:**

**Recommended  
 Council Actions:** City staff recommends approval.

**Attachments:**

**Next Steps/Schedule:** Send to City Secretary for execution. Submit detailed application to TxDOT on June 14, 2021.



**CITY OF DRIPPING SPRINGS**

**RESOLUTION No. 2021- [REDACTED]**

OFFICIAL PROJECT SPONSOR LOCAL COMMITMENT RESOLUTION  
ELEMENTARY SCHOOL PEDESTRIAN SIDEWALK PROJECT FROM  
FOUNDERS RIDGE TO DSISD ELEMENTARY SCHOOL AND DRIPPING  
SPRINGS RANCH PARK  
PROJECT ID #: 0\_AUS\_DRIPPING SPRINGS01\_ELEM SCHOOL  
SIDEWALKS

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, AUTHORIZING THE SUBMISSION OF A NOMINATION FOR FUNDING FROM TEXAS DEPARTMENT OF TRANSPORTATION'S 2021 TRANSPORTATION ALTERNATIVES PROGRAM; AND AUTHORIZING THE MAYOR TO ACT AS THE CITY'S AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN 2021 TRANSPORTATION ALTERNATIVES PROGRAM.**

**WHEREAS,** the Texas Department of Transportation (Department) issued a call for nominations in February 2021 for communities to apply for federal highway funding assistance made available through the TxDOT TA Program; and

**WHEREAS,** the City of Dripping Springs' Citywide Trails Plan and Citywide Transportation Plan calls for the construction of sidewalks and bicycle routes along RR-12 from Founders Ridge Subdivision to DSISD Elementary School; and

**WHEREAS,** the City desires to construct accessible and welcoming pathways connecting neighboring subdivisions to the DSISD Elementary School and Dripping Springs Ranch Park; and

**WHEREAS,** these adopted City goals have received broad-based support from the community; and

**WHEREAS,** the proposed construction of the Dripping Springs Elementary School Pedestrian Sidewalk Project from Founders Ridge to Dripping Springs Ranch Park. ( ID #: 0\_AUS\_Dripping Springs01\_Elem School Sidewalks) will:

- improve safety by providing pedestrians with a safe alternative to walking in the roadway with cars, buses and trucks; and
- increase connectivity for both pedestrians and bicyclists
- increase multi modal connectivity by completing a safe route to Schools.

**WHEREAS,** the City of Dripping Springs supports funding this project with 20% non-federal matching funds, plus 100% of overruns.

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

1. That the City of Dripping Springs here supports funding the FY2022 Dripping Springs Elementary School Connectivity Project as described in the TASA Nomination for Funding to be submitted to TxDOT.
2. That the City of Dripping Springs adopts Resolution 2021- [REDACTED] approving the submission of the TASA project nomination to the department.
3. The City of Dripping Springs supports funding this FY2022 project as described in the 20121 TA Set-Aside Nomination form (including the construction budget, the department's 15% administrative cost, the required local match) and is willing to commit to the project's development, implementation, construction, maintenance, management and financing.
4. That the City is willing and able to enter into an Advanced Funding Agreement with the department by resolution or ordinance, should the project be selected for funding.
5. That the Mayor is authorized to execute an Advanced Funding Agreement with the department agreement should the project be selected for funding.
6. That the City, if selected, commits to developing, implementing, constructing, maintaining, managing, and financing the project (where applicable).
7. That the City funding support includes:
  - a. Non-federal matching funds for payment of 20% of all costs;
  - b. Non-federal matching funds for the 20% applicant TxDOT Administrative Fee; and
  - c. City is responsible for 100% of any cost overruns
8. That the City Council directs and designates the Mayor as the City's Authorized Representative to act in all matters in connection with this nomination for funding and the City's participation in the TASA.
9. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**PASSED & APPROVED this, the 18<sup>th</sup> day of May 2021, by a vote of (ayes) to (nays) to (abstentions) of the City Council of Dripping Springs, Texas.**

**CITY OF DRIPPING SPRINGS:**

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Bill Foulds Jr., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary

## City of Dripping Springs Elementary School Sidewalk Connectivity Project - Estimated Construction Cost

Item	Price	Quantity	Unit	Total
Preparing ROW	\$1,000.00	22	STA	\$22,000.00
Demolition	\$6,000.00	1	EA	\$6,000.00
Conc Sidewalks (5 IN)(5 FT Wide)	\$60.00	1,083	SY	\$64,980.00
Embankment	\$30.00	500	CY	\$15,000.00
Furnishing & Placing Topsoil (4 IN)	\$3.00	1,300	SY	\$3,900.00
Broadcast Seed & Water	\$1.00	1,300	SY	\$1,300.00
Drill Shaft (30 IN)	\$285.00	60	LF	\$17,100.00
Bridge Reinf Conc Slab	\$20.00	720	SF	\$14,400.00
Bridge Foundation & Rip Rap	\$20,000.00	1	EA	\$20,000.00
Sidewalk Culvert Crossing	\$2,000.00	3	EA	\$6,000.00
Erosion Control Logs (install)	\$5.00	2,000	LF	\$10,000.00
Erosion control Logs (remove)	\$1.00	2,000	LF	\$2,000.00
Curb Ramps	\$2,000.00	12	EA	\$24,000.00
Aluminum Signs	\$750.00	5	EA	\$3,750.00
Bike Rack	\$3,500.00	2	EA	\$7,000.00
Bench	\$5,000.00	2	EA	\$10,000.00
Prefab Ped Stl Truss Bridge	\$100,000.00	1	EA	\$100,000.00
Crosswalk Striping	\$50.00	195	LF	\$9,750.00
Barricades, Signs & Traffic Handling	\$6,000.00	1	EA	\$6,000.00
		<b>Subtotal</b>		\$343,180.00
		<b>Mobilization</b>	10%	\$34,318.00
		<b>Contingency</b>	5%	\$17,159.00
		<b>Total Construction Cost</b>		<b>\$394,657.00</b>

City of Dripping Springs Elementary School Sidewalk Connectivity Project - Estimated Design Cost

Construction Cost Estimate = \$394,657.00

Item	% of Construction	Cost
Engineering Design	15.00%	\$59,198.55
Surveying	3.00%	\$11,839.71
Geotechnical	3.00%	\$11,839.71
Construction Phase Services	2.00%	\$7,893.14
<b>Subtotal PS&amp;E</b>		<b>\$90,771.11</b>
Environmental	8.00%	\$31,572.56
<b>Subtotal Env</b>		<b>\$31,572.56</b>
<b>Total Design Cost</b>		<b>\$122,343.67</b>



# City of Dripping Springs TIRZ Projects



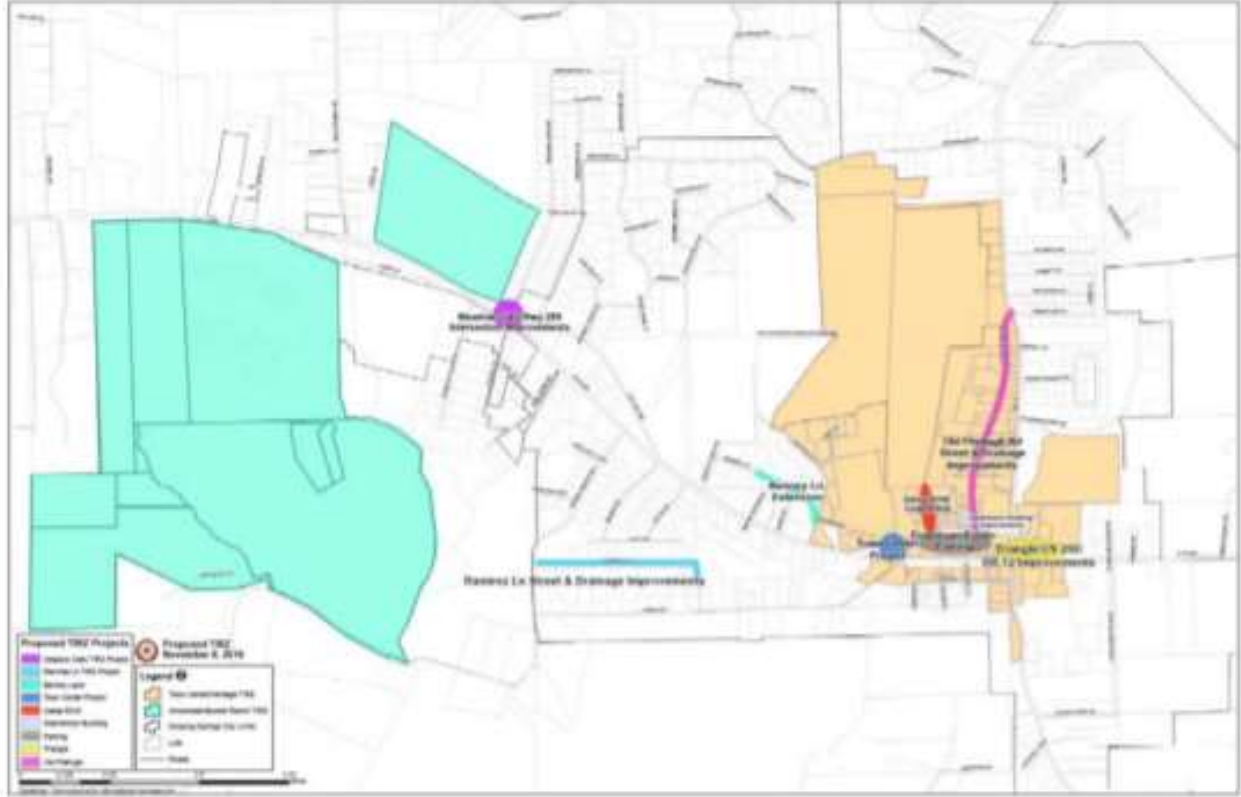
May 18, 2021

**Laura Mueller**  
**City Attorney**

# TWO TIRZs created in 2016

▶ TIRZ stands for “Tax Increment Reinvestment Zone.” A TIRZ is used to implement tax increment financing, an economic development tool that has been used by Texas cities for many years. The purpose of the TIRZ is to incentivize both development and redevelopment in areas identified by the city as integral to improving the economic base and, ultimately, the quality of life for local residents.

- ▶ Town Center
- ▶ Southwest TIRZ

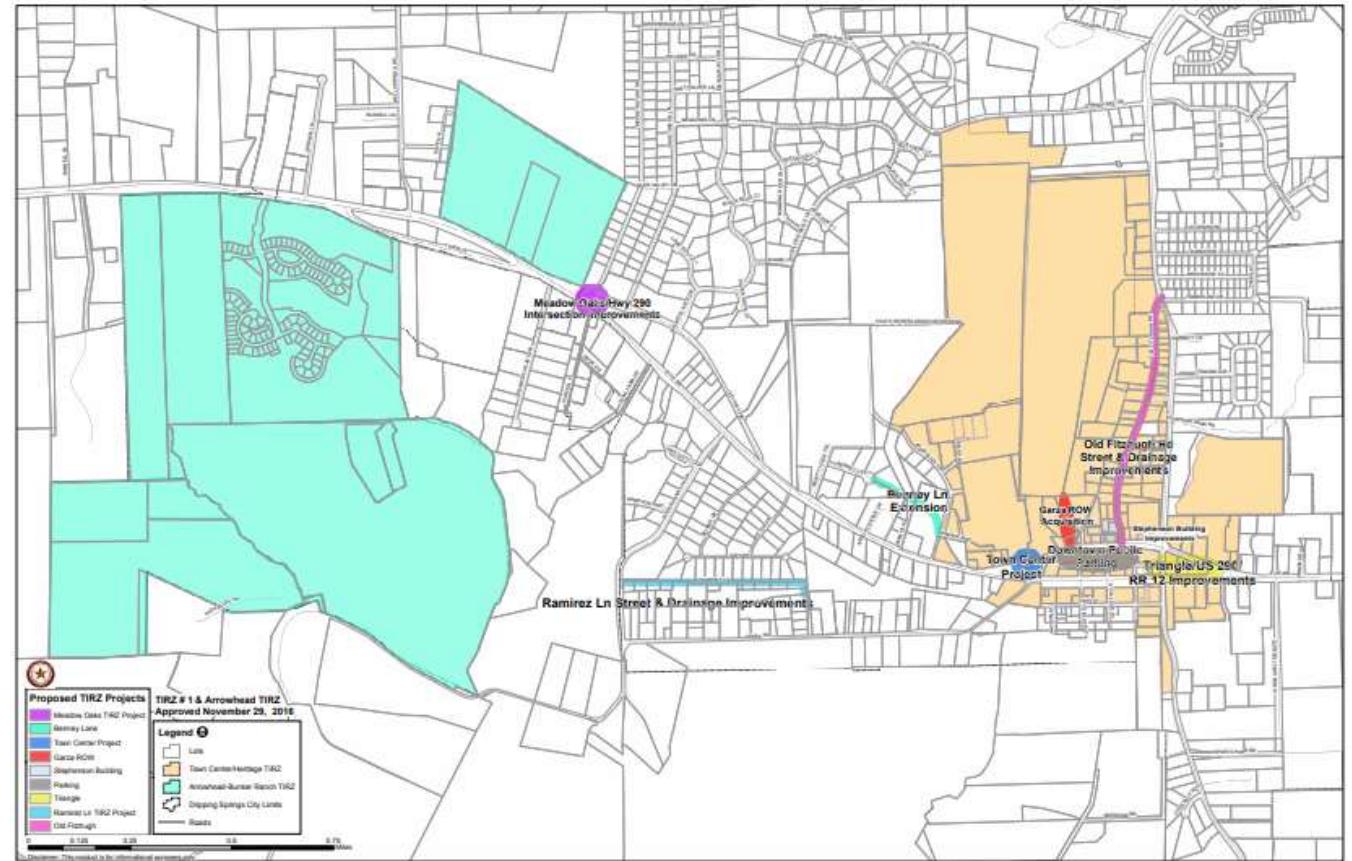


# TIRZ Math

- ▶ A percentage of City and County property taxes collected in the two TIRZs (as shown in the maps) are placed in Tax Increment Funds to fund the projects chosen by Council in the Final Project Plans.
- ▶ 50% of tax increment (taxes collected above what the property was worth in 2016) for both the City and County are placed in their respective Tax Increment Funds.
- ▶ Prior to collecting these funds the City, County, School, and Library have funded some of the projects.
- ▶ The Funds collected in each TIRZ are earmarked for projects that benefit each area.

# Why a TIRZ?

- ▶ Uses funding from a specific area to benefit that area
- ▶ Provides infrastructure to promote growth
- ▶ Board focused on growth of areas and city
- ▶ Opportunity to obtain County funding for infrastructure projects in area



# TIRZ Board and Staff

- ▶ Board: Chair David Edwards
  - ▶ Members: *Taline Manassian, Missy Atwood, John McIntosh, Dan O'Brien, Walt Smith,*
  - ▶ Has one vacancy
  - ▶ Advisory Board Member: Bob Richardson
- ▶ City Attorney is TIRZ Counsel
- ▶ Keenan Smith, City Architect, TIRZ Project Manager
- ▶ Michelle Fischer, City Administrator, Staff Support

# TIRZ Agreements

- ▶ County agreed to giving 50% of its increment to the TIRZs.
  - ▶ subject to a non-appropriation clause.
  - ▶ County gets two members of the 7 member TIRZ Boards (the same individuals are on both boards).
- ▶ There is an agreement that provides for reimbursement from the TIRZ to the City, County, School, and Library for the expended funds.
  - ▶ The County reimburses itself.
- ▶ There was an agreement for the School to sell property to the City and/or other stakeholders so that we could build the Town Center, but that agreement has been terminated



**Estimated Cost = \$1,850,000**

- 2. Town Center Improvements - Street, drainage, street trees, way finding signage, street lighting and sidewalk improvements in downtown.

Estimated Cost = \$5,400,000 TIRZ No. 2 Proportionate Share=\$1,350,000  
**TIRZ No. 1 Estimated Share: \$4,050,000**

- 3. Triangle/US 290/RR12 area road and drainage improvements to enhance development

Estimated Cost = \$500,000 TIRZ No. 2 Proportionate Share=\$125,000  
**TIRZ No. 1 Estimated Share: \$375,000**

- 4. Eastern extension of Benney Lane to Parade to enhance mobility and connectivity

**Estimated Cost = \$1,250,000**

- 5. City Hall site acquisition and building as portion of Town Center

Estimated Cost = \$2,500,000 TIRZ No. 2 Proportionate Share=\$625,000  
**TIRZ No. 1 Estimated Share: \$1,875,000**

- 6. Garza Road ROW (North Street) acquisition and improvements to connect Mercer to Heritage Subdivision

**Estimated Cost = \$300,000 (does not include utilities nor ROW acquisition)**

- 7. Public Parking in downtown area to enhance economic development

Priority Projects at Time of Creation for Both TIRZs-cost estimates from 2016

# Town Center Project

- ▶ Central hub of government offices
  - ▶ Library, City, County, and School
- ▶ Private development
- ▶ Infrastructure
  - ▶ Roads and utility lines
- ▶ Park that was the subject of a potential County grant from bond funds



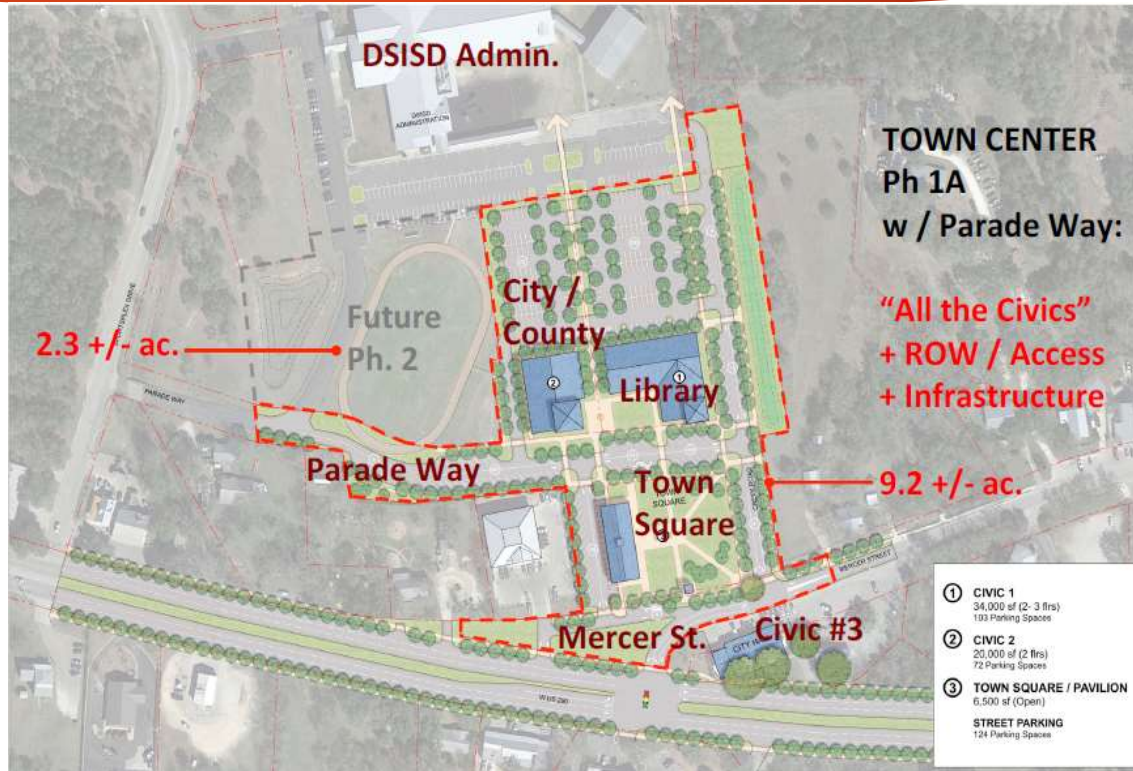


# Attempted Agreement on Administration Property

## City and TIRZ:

- ▶ Primary uses are for Library and City Hall with possibility of County.
- ▶ Park area that could be partially funded by County grant.
- ▶ Plus, possible retail and related commercial uses as proposed in the concept plans.

**Proposed:** Require that the Administration Property be used for Town Center, list of possible Town Center projects, do not require specific Town Center projects to be on the Administration Property



## School District:

- No percentage limitation on commercial use
- Requires that primary city offices, council chambers, and .9 acres of parkland be placed on the Parcel

# TIRZ Board Action – May 10, 2021

- ▶ Agreed to continue with Town Center 2.0 as a primary priority project and to include the Library
- ▶ Ask the City Council to move forward with what it can to relocate the Town Center
- ▶ Old Fitzhugh as secondary priority project
- ▶ Maintain the remainder of the priority projects as listed

# Next Steps

- ▶ Re-evaluate priority projects
- ▶ Budget Discussion
- ▶ Find new location for Town Center Project
- ▶ Modify Final Project Plans to adopt new priorities and potentially new projects



# Questions





**City of Dripping Springs**  
**Dripping Springs Tax Increment Reinvestment Zone No. 2**  
**Arrowhead TIRZ**  
**BYLAWS**

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**ARTICLE I**

**POWERS AND PURPOSE**

**Section 1. Financing Development or Redevelopment in the Zone.** In order to implement the purposes for which Tax Increment Reinvestment Zone No. 2, Arrowhead TIRZ, City of Dripping Springs, Texas (the “Zone”) was formed, as set forth in **Ordinance No. 1110.16** approved on November 29, 2016, creating the Zone, the City of Dripping Springs, Texas (the “City”) may issue obligations to finance all or part of the cost of implementing the “project plan” for the Zone as defined in the Tax Increment Financing Act of the Tax Code, Chapter 311, Vernon's Texas Codes Annotated (the “Act”).

**Section 2. Books and Records: Approval of Programs and Financial Statements.** The Board of Directors shall keep correct and complete books and records of account and shall also keep minutes of its proceedings and the proceedings of committees having any of the authority of the Board of Directors. All books and records of the Zone may be inspected by any director or his agent or attorney for any proper purpose at any reasonable time; and at all times the City Council and the City Auditor will have access to the books and records of the Zone. The City Council must approve all programs and expenditures for the Zone and annually review any financial statements of the Zone.

**ARTICLE II**

**BOARD OF DIRECTORS**

**Section 1. Powers, Number, and Term of Office.** The property and affairs of the Zone shall be managed and controlled by the City Council based on the recommendations of the Board of Directors of the Zone (“Board of Directors” or “Board”), subject to the restrictions imposed by law, the ordinances creating the Zone, and these Bylaws. It is the intention of the City Council that the Board of Directors shall function only in an advisory capacity with respect to the Zone and shall exercise only those powers which are either granted to the Board pursuant to the Act or delegated to the Board by the City Council.

The Board of Directors shall consist of seven (7) directors appointed by the City Council of the City, however should the County participate in the TIRZ, the City Council shall appoint five (5) directors

and two (2) directors shall be appointed by the County Commissioners Court of Hays County. Provided however, that if a taxing unit (other than the City) waives its right to appoint a member to the Board, as evidenced by written resolution duly adopted by the governing body of such taxing unit, the City may appoint such Board member in its stead.

The first Board of Directors shall serve for an initial term ending December 31, 2018 or until his or her successor is appointed. Subsequent directors shall be appointed by the governing bodies of the City and County, and shall serve for two (2) year terms beginning January 1, 2019 or until their successors are appointed by the respective governing bodies.

Any director may be removed from office by the City Council for cause deemed by the City Council as sufficient for their removal in the interest of the public.

In the event of a vacancy caused by the resignation, death, or removal for any reason, of a director, the governing body of the respective taxing unit which made such Board appointment shall be responsible for filling the vacancy.

**Section 2. Meetings of Directors.** The directors shall hold their meetings once a month pursuant to the city code of ordinances at City Hall. Additional special meetings may be called as deemed necessary by the Board of Directors or the City Council. Monthly meetings may be cancelled if the board has no business to discuss.

**Section 3. Regular and Special Meetings.** Regular Meetings shall be held on the first Monday of every month at 4 p.m. Special Meetings of the Board of Directors shall be held at such times and places as shall be designated, from time to time, by the Board of Directors. All monthly, regular meetings of the Board shall be of a public nature unless pertaining to matters of land purchase, security, personnel, matters where such meetings would be allowed by the Open Meetings Act, or strictly legal matters. Special meetings may be held in person at City Hall or by teleconference or e-mail. Special meetings held by teleconference or e-mail shall be for discussion purposes only. Notice of all regular and special meetings of the Board held at City Hall shall be posted in accordance with the provisions of Chapter 551, Texas Government Code. There shall be at least one Regular Meeting held each year.

**Section 4. Emergency Meetings.** Emergency Meetings of the Board of Directors shall be held whenever called by the chair or the majority of the directors then in office or upon advice or request by the City Council. The secretary shall give notice to each director of each Emergency Meeting. Emergency meetings may be held at City Hall, or may be held by teleconference or e-mail. Minutes of emergency meetings where decisions are made will be kept.

**Section 5. Quorum.** A majority four (4) of the seven (7) directors holding current appointments shall constitute a quorum for the consideration of matters pertaining to the purposes of the Zone. The act of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, unless the act of a greater number is required by law.

**Section 6. Conduct of Business.** At the meetings of the Board of Directors, matters pertaining to the purposes of the Zone shall be considered in such order as from time to time the Board of Directors may determine. At all meetings of the Board of Directors, the chair shall preside and in the absence of the chair, the vice chair shall exercise the power of the chair.

The City Secretary or their designee shall act as secretary of all meetings of the Board of Directors, but in the absence of the City Secretary or their designee, the presiding officer may appoint any person to act as secretary of the meeting. City staff shall provide notice of meetings and prepare

meeting agendas.

Within five (5) days of approval of minutes for each Regular Meeting, Special, and Emergency meeting, a copy of the approved minutes shall be submitted to the City Secretary of the City.

**Section 7. Compensation of Directors.** Directors as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual reasonable expenses incurred in the performance of their duties hereunder.

**Section 8. Attendance.** Board members shall make every effort to attend all Regular, Special and Emergency meetings of the Board and/or Committees. The City Council may replace a City appointee of the Board or request replacement of an appointee from other taxing jurisdictions for non-attendance at three consecutive meetings.

**ARTICLE III  
OFFICERS**

**Section 1. Titles and Term of Office.** The officers of the Zone shall consist of a chair, a vice chair, and such other officers as the Board of Directors may from time to time elect or appoint; provided however that the City Council shall, on an annual basis, appoint the chair whose term shall end on December 31 of each year. Terms of office for officers, other than the chair, shall not exceed two (2) years.

A vacancy in the office of any officer, other than the chair, shall be filled by a vote of a majority of the directors.

**Section 2. Powers and Duties of the Chair.** The chair shall be the chief executive officer of the Board of Directors and, subject to the approval of the City Council, they shall be in general charge of the properties and affairs of the Zone and shall preside at all meetings of the Board of Directors.

**Section 3. Vice Chair.** The vice chair shall be a member of the Board of Directors, shall have such powers and duties as may be assigned to him by the Board of Directors and shall exercise the powers of the chair during that officer's absence or inability to act. Any action taken by the vice chair in the performance of the duties of the chair shall be conclusive evidence of the absence or inability to act of the chair at the time such action was taken.

**Section 4. Secretary.** The City Secretary or their designee shall keep the minutes of all meetings of the Board of Directors in books provided for the purpose, they shall have charge of such books, records, documents and instruments as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection, and they shall in general perform all duties incident to the office of secretary subject to the control of the City Council and the Board of Directors.

**Section 5. Compensation.** Officers as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual reasonable expenses incurred in the performance of their duties hereunder.

**Section 6. Staff.** Staff functions for the Board of Directors may be performed by the City Administrator or their designees.

## ARTICLE IV

### PROVISIONS REGARDING BYLAWS

**Section 1. Effective Date.** These Bylaws shall become effective only upon the adoption of these Bylaws by the Board of Directors. The Board of Directors shall submit its Bylaws to the City Council who may approve or disapprove of the Bylaws.

**Section 2. Amendments to Bylaws.** These Bylaws may be amended by majority vote of the Board of Directors, provided that the Board of Directors files with the City Council a written application requesting that the City Council approve such amendment to the Bylaws, specifying in such application, the amendment or amendments proposed to be made. If the City Council finds and determines that it is advisable that the proposed amendment be made, authorizes the same to be made and approves the form of the proposed amendment, the Board of Directors shall proceed to amend the Bylaws.

After consultation with the Board of Directors, the Bylaws may also be amended at any time by the City Council by adopting an amendment to the Bylaws by the City Council and delivering the Bylaws to the secretary of the Board of Directors.

**Section 3. Interpretation of Bylaws.** These Bylaws and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

## ARTICLE V

### GENERAL PROVISIONS

**Section 1. Notice and Waiver of Notice.** Unless otherwise required by state law, whenever any notice whatsoever is required to be given under the provision of these Bylaws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled hereto at his post office address, as it appears on the books of the Zone, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting. A waiver of notice in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**Section 2. Resignations.** Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the City Council. The acceptance of a resignation shall not be



necessary to make it effective, unless expressly so provided in the resignation.

**Section 3. Approval or Delegation of Power by the City Council.** To the extent that these Bylaws refer to any approval by the City, such approval of delegation shall be evidenced by a certified copy of an ordinance, or resolution (if permissible), duly adopted by the City Council.

Approved by the TIRZ Board of Directors on the 5th day of December, 2016.

Approved by the Dripping Springs City Council on the 13th day of December, 2016.



**City of Dripping Springs**  
**Dripping Springs Tax Increment Reinvestment Zone No. 1**  
**Town Center TIRZ**  
**BYLAWS**

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**ARTICLE I**

**POWERS AND PURPOSE**

**Section 1. Financing Development or Redevelopment in the Zone.** In order to implement the purposes for which Tax Increment Reinvestment Zone No.1, Town Center TIRZ, City of Dripping Springs, Texas (the “Zone”) was formed, as set forth in **Ordinance No. 1110.15** approved on November 29, 2016, creating the Zone, the City of Dripping Springs, Texas (the “City”) may issue obligations to finance all or part of the cost of implementing the “project plan” for the Zone as defined in the Tax Increment Financing Act of the Tax Code, Chapter 311, Vernon's Texas Codes Annotated (the “Act”).

**Section 2. Books and Records: Approval of Programs and Financial Statements.** The Board of Directors shall keep correct and complete books and records of account and shall also keep minutes of its proceedings and the proceedings of committees having any of the authority of the Board of Directors. All books and records of the Zone may be inspected by any director or his agent or attorney for any proper purpose at any reasonable time; and at all times the City Council and the City Auditor will have access to the books and records of the Zone. The City Council must approve all programs and expenditures for the Zone and annually review any financial statements of the Zone.

**ARTICLE II**

**BOARD OF DIRECTORS**

**Section 1. Powers, Number, and Term of Office.** The property and affairs of the Zone shall be managed and controlled by the City Council based on the recommendations of the Board of Directors of the Zone (“Board of Directors” or “Board”), subject to the restrictions imposed by law, the ordinances creating the Zone, and these Bylaws. It is the intention of the City Council that the Board of Directors shall function only in an advisory capacity with respect to the Zone and shall exercise only those powers which are either granted to the Board pursuant to the Act or delegated to the Board by the City Council.

The Board of Directors shall consist of seven (7) directors appointed by the City Council of the City, however should the County participate in the TIRZ, the City Council shall appoint five (5) directors

and two (2) directors shall be appointed by the County Commissioners Court of Hays County. Provided however, that if a taxing unit (other than the City) waives its right to appoint a member to the Board, as evidenced by written resolution duly adopted by the governing body of such taxing unit, the City may appoint such Board member in its stead.

The first Board of Directors shall serve for an initial term ending December 31, 2018 or until his or her successor is appointed. Subsequent directors shall be appointed by the governing bodies of the City and County, and shall serve for two (2) year terms beginning January 1, 2019 or until their successors are appointed by the respective governing bodies.

Any director may be removed from office by the City Council for cause deemed by the City Council as sufficient for their removal in the interest of the public.

In the event of a vacancy caused by the resignation, death, or removal for any reason, of a director, the governing body of the respective taxing unit which made such Board appointment shall be responsible for filling the vacancy.

**Section 2. Meetings of Directors.** The directors shall hold their meetings once a month pursuant to the city code of ordinances at City Hall. Additional special meetings may be called as deemed necessary by the Board of Directors or the City Council. Monthly meetings may be cancelled if the board has no business to discuss.

**Section 3. Regular and Special Meetings.** Regular Meetings shall be held on the first Monday of every month at 4 p.m. Special Meetings of the Board of Directors shall be held at such times and places as shall be designated, from time to time, by the Board of Directors. All monthly, regular meetings of the Board shall be of a public nature unless pertaining to matters of land purchase, security, personnel, matters where such meetings would be allowed by the Open Meetings Act, or strictly legal matters. Special meetings may be held in person at City Hall or by teleconference or e-mail. Special meetings held by teleconference or e-mail shall be for discussion purposes only. Notice of all regular and special meetings of the Board held at City Hall shall be posted in accordance with the provisions of Chapter 551, Texas Government Code. There shall be at least one Regular Meeting held each year.

**Section 4. Emergency Meetings.** Emergency Meetings of the Board of Directors shall be held whenever called by the chair or the majority of the directors then in office or upon advice or request by the City Council. The secretary shall give notice to each director of each Emergency Meeting. Emergency meetings may be held at City Hall, or may be held by teleconference or e-mail. Minutes of emergency meetings where decisions are made will be kept.

**Section 5. Quorum.** A majority four (4) of the seven (7) directors holding current appointments shall constitute a quorum for the consideration of matters pertaining to the purposes of the Zone. The act of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, unless the act of a greater number is required by law.

**Section 6. Conduct of Business.** At the meetings of the Board of Directors, matters pertaining to the purposes of the Zone shall be considered in such order as from time to time the Board of Directors may determine. At all meetings of the Board of Directors, the chair shall preside and in the absence of the chair, the vice chair shall exercise the power of the chair.

The City Secretary or their designee shall act as secretary of all meetings of the Board of Directors, but in the absence of the City Secretary or their designee, the presiding officer may appoint any person to act as secretary of the meeting. City staff shall provide notice of meetings and prepare

meeting agendas.

Within five (5) days of approval of minutes for each Regular Meeting, Special, and Emergency meeting, a copy of the approved minutes shall be submitted to the City Secretary of the City.

**Section 7. Compensation of Directors.** Directors as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual reasonable expenses incurred in the performance of their duties hereunder.

**Section 8. Attendance.** Board members shall make every effort to attend all Regular, Special and Emergency meetings of the Board and/or Committees. The City Council may replace a City appointee of the Board or request replacement of an appointee from other taxing jurisdictions for non-attendance at three consecutive meetings.

**ARTICLE III  
OFFICERS**

**Section 1. Titles and Term of Office.** The officers of the Zone shall consist of a chair, a vice chair, and such other officers as the Board of Directors may from time to time elect or appoint; provided however that the City Council shall, on an annual basis, appoint the chair whose term shall end on December 31 of each year. Terms of office for officers, other than the chair, shall not exceed two (2) years.

A vacancy in the office of any officer, other than the chair, shall be filled by a vote of a majority of the directors.

**Section 2. Powers and Duties of the Chair.** The chair shall be the chief executive officer of the Board of Directors and, subject to the approval of the City Council, they shall be in general charge of the properties and affairs of the Zone and shall preside at all meetings of the Board of Directors.

**Section 3. Vice Chair.** The vice chair shall be a member of the Board of Directors, shall have such powers and duties as may be assigned to him by the Board of Directors and shall exercise the powers of the chair during that officer's absence or inability to act. Any action taken by the vice chair in the performance of the duties of the chair shall be conclusive evidence of the absence or inability to act of the chair at the time such action was taken.

**Section 4. Secretary.** The City Secretary or their designee shall keep the minutes of all meetings of the Board of Directors in books provided for the purpose, they shall have charge of such books, records, documents and instruments as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection, and they shall in general perform all duties incident to the office of secretary subject to the control of the City Council and the Board of Directors.

**Section 5. Compensation.** Officers as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual reasonable expenses incurred in the performance of their duties hereunder.

**Section 6. Staff.** Staff functions for the Board of Directors may be performed by the City Administrator or their designees.

## ARTICLE IV

### PROVISIONS REGARDING BYLAWS

**Section 1. Effective Date.** These Bylaws shall become effective only upon the adoption of these Bylaws by the Board of Directors. The Board of Directors shall submit its Bylaws to the City Council who may approve or disapprove of the Bylaws.

**Section 2. Amendments to Bylaws.** These Bylaws may be amended by majority vote of the Board of Directors, provided that the Board of Directors files with the City Council a written application requesting that the City Council approve such amendment to the Bylaws, specifying in such application, the amendment or amendments proposed to be made. If the City Council finds and determines that it is advisable that the proposed amendment be made, authorizes the same to be made and approves the form of the proposed amendment, the Board of Directors shall proceed to amend the Bylaws.

After consultation with the Board of Directors, the Bylaws may also be amended at any time by the City Council by adopting an amendment to the Bylaws by the City Council and delivering the Bylaws to the secretary of the Board of Directors.

**Section 3. Interpretation of Bylaws.** These Bylaws and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

## ARTICLE V

### GENERAL PROVISIONS

**Section 1. Notice and Waiver of Notice.** Unless otherwise required by state law, whenever any notice whatsoever is required to be given under the provision of these Bylaws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled hereto at his post office address, as it appears on the books of the Zone, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting. A waiver of notice in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**Section 2. Resignations.** Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the City Council. The acceptance of a resignation shall not be

necessary to make it effective, unless expressly so provided in the resignation.

**Section 3. Approval or Delegation of Power by the City Council.** To the extent that these Bylaws refer to any approval by the City, such approval of delegation shall be evidenced by a certified copy of an ordinance, or resolution (if permissible), duly adopted by the City Council.

Approved by the TIRZ Board of Directors on the 5th day of December, 2016.

Approved by the Dripping Springs City Council on the 13th day of December, 2016.



FINAL PROJECT PLAN AND  
REINVESTMENT ZONE FINANCING  
PLAN FOR PROPOSED TAX  
INCREMENT REINVESTMENT ZONE  
NO. 1, TOWN CENTER TIRZ, CITY  
OF DRIPPING SPRINGS

DECEMBER 13, 2016

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*Dripping Springs TIRZ No. 1*  
*Final Project Plan & Reinvestment Zone Financing Plan*

## 1. OVERVIEW

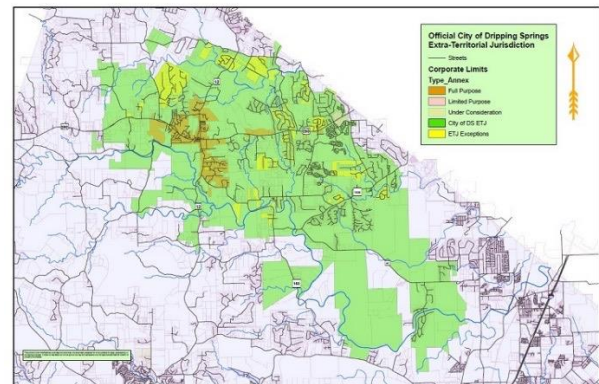
### 1.1 Background

The City of Dripping Springs (the "City") is a Texas general law municipality incorporated in 1981, located 25 miles west of Austin, Texas. Dripping Springs has an unusually large Extra-Territorial Jurisdiction; with nearly 75,000 square acres the area expands from the city limits of Buda to Travis County and west of Austin. The Dripping Spring ETJ encompasses a majority of the northwestern half of Hays County. The City Limits and the City's ETJ are shown below in *Map Figure 1*.

According to the City's Comprehensive Plan (the Comp Plan) adopted in 2016, the population within the city limits has grown relatively slowly in the previous 10 years. However, the ETJ and School District saw much more rapid growth. This pattern was expected to continue, although potential development in areas that would become part of the City may increase the population of the City of Dripping Springs faster than the projections indicate.

The Dripping Springs population, within its city limits, is about 1,900 although its extraterritorial jurisdiction (ETJ) is home to nearly 30,000 residents. The city offers an exceptional school system and proximity to Austin and San Antonio.

Map Figure 1- City Limit and ETJ



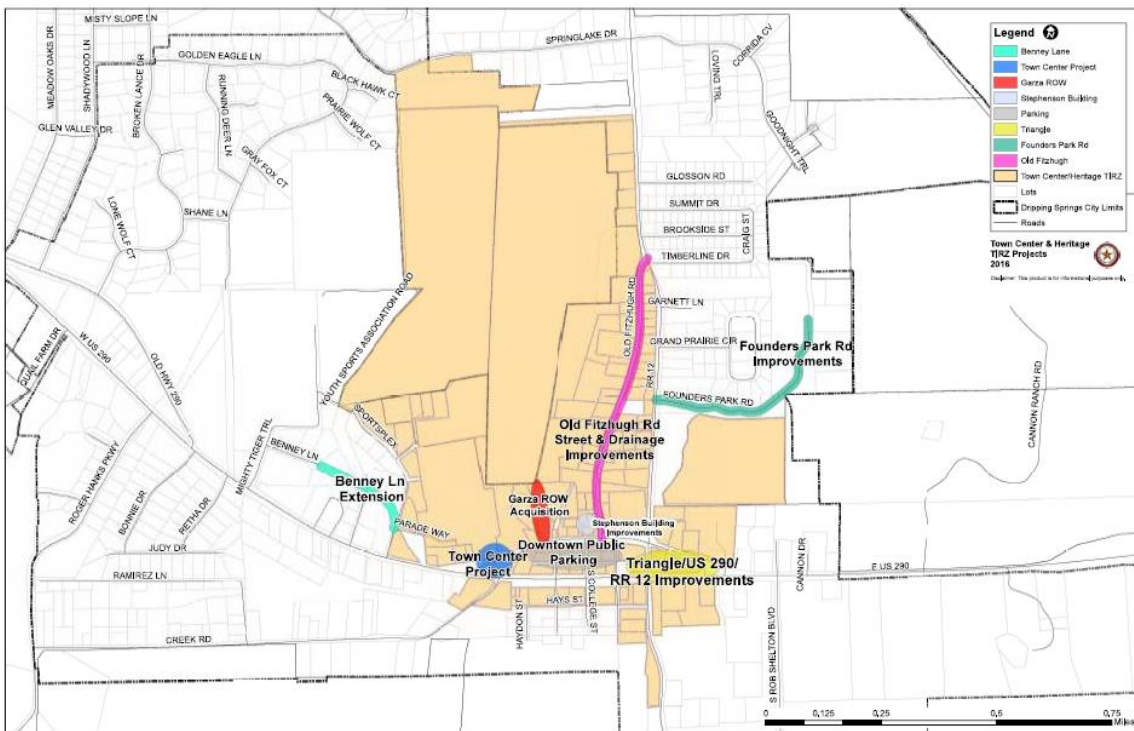
2. The Challenge

- a) Within the City Limits, the City has land available for development, in addition to areas of substandard development. The City needs additional means of planning and providing infrastructure to promote overall quality development in the area;
- b) The City’s ETJ is comprised of numerous ownerships and as the tracts petition for annexation in a piecemeal fashion, the City has no means of planning and providing infrastructure to promote overall quality development;
- c) The City’s downtown has dilapidated and unoccupied buildings that inhibit the City’s growth;
- d) The lack of sidewalks and the inadequacy of certain streets in Dripping Springs also inhibits the growth of the City;
- e) Low quality and/or sub-standard developments will be an ongoing obstacle to annexation and City growth if allowed to continue; and
- f) If the City's ETJ is left unincorporated, the burden of providing services to the area will remain with Hays County.

3. Responding to the Challenge

The City is requesting that the County participate in a Tax Increment Reinvestment Zone (“TIRZ” or “Zone”) to be created over certain commercial and some residential areas within the City. Map Figure 2 below depicts the TIRZ Boundary and the respective areas of in-City (approximately 215 acres) and ETJ (approximately 202 acres) included.

Map Figure 2: Proposed TIRZ boundary



The road and drainage improvements listed, especially those related to Old Fitzhugh Road and Mercer Street, will benefit every resident of Dripping Springs and its ETJ. Additionally, these road improvements will also benefit development in the area north of downtown by providing access to downtown and the greater Travis County area. These improvements are feasible and practical and will benefit the area within in the TIRZ boundary.

The proposed TIRZ would afford the opportunity for the City to plan and prepare for the provision of public infrastructure to areas within its City Limits, including Old Fitzhugh Road street and drainage improvements, Town Center improvements, Triangle/US 290/RR12 area road and drainage improvements, Public Parking downtown, and other road and drainage improvements.

The TIRZ is one layer of funding to help leverage additional funding sources for city improvements. Creating a TIRZ with identified projects is an effective method to communicate the city’s key areas for investment and targeted growth.

Town Center Concept Sketch Model



The City is experiencing and will continue to experience rapid growth. The City may need to update its land development code as it relates to the Town Center area in order to foster the development types that support the City’s future goals. A detailed look at natural attributes, infrastructure, development trends, targeted development areas and the comprehensive plan should be evaluated to determine the new code requirements.

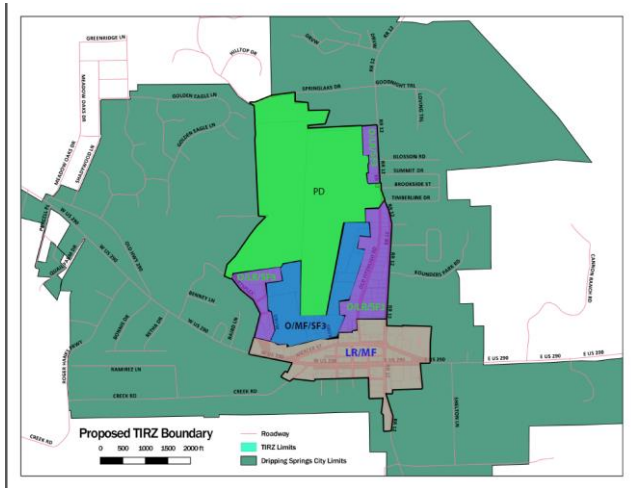
The City desires to maximize and preserve the taxable value of land and improvements in its ETJ and City Limits. Residents understand that maintaining their property values depends in no small part on high quality development within the City and the ETJ.

The need for this proposed TIRZ partnership is further compelling because neither the City nor County can address the development issues alone. The magnitude of infrastructure needed to ensure quality development is beyond the financial capability of the City to fund solely, and some

of the infrastructure needed for quality development is typically outside the purview of the County to provide.

If this opportunity is missed, the City will be unable to provide the full array of city services and roads to promote development inside and outside the City Limits. If the ETJ develops with lack of planning and substandard infrastructure, the City is unlikely to annex due to the prohibitive cost of retro-fitting and upgrading substandard infrastructure. But for the creation of the TIRZ and participation by both the City and County, this area is not likely to attract or maintain private investment sufficient or timely enough to provide the proposed public improvements.

Map Figure 3: Proposed Uses



**2. FINAL PROJECT PLAN**

This Project Plan and Reinvestment Zone Financing Plan (“The Plan”) has been prepared in accordance with the requirements of Chapter 311.011 of the Texas Tax Code and outlines the improvements to be funded and implemented by the proposed Tax Increment Reinvestment Zone Number 1, Dripping Springs, Texas.

There are several key projects identified to help the City reach its real development potential downtown. These projects involve the important aspects needed to create solid framework for a successful eighteen hour downtown.



**Town Center:**

The Town Center Concept is the foundation of the TIRZ creation. The Town Center is the catalyst project that would spur new development downtown. The timing of the Town Center is important to all of the parties involved in the project. Due to rapid population growth, the city, library, and DSISD are all looking for new facilities. The idea to co-locate the various entities into a shared facility is a cost effective way to design civic services. This project will include downtown parking, city hall site acquisition as a portion of the Town Center project and constructing a new civic

building.

When creating a new town center in an existing historic environment, it's important to understand and respect the town's existing characteristics. Most importantly, implementation of the projects must be sensitive to the area in the newly created district.

### **Transportation Improvements:**

#### **Mercer Street and Old Fitzhugh Road:**

The newly constructed benches and sidewalks on Mercer Street are a great start to creating a downtown sense of place. The next series of downtown investments identified in the TIRZ Project Plan are the redesign and construction of Mercer Street and Old Fitzhugh Road to create a Town Center. These two streets are the most important streets within the historic downtown. The street designs are critical to the success of the downtown. They must be designed in partnership with the targeted development patterns along these streets. In order to achieve the ideal street and development type, the City must update its development regulations within this Zone.



Photo Credit: Around Dripping Springs

Based on the existing street lay out and the disconnected street pattern in new developments, connectivity is a serious challenge for the city. Providing new and alternative connections are addressed in the TIRZ Project Plan. The following projects will help connect Mercer Street to the Heritage Subdivision and provide the much needed transportation infrastructure:

- (1) Eastern extension of Benney Lane to Parade;
- (2) Roger Hanks Parkway; and
- (3) Garza Road ROW (North Street).

### **Drainage:**

Stormwater upgrades are necessary on the corner of RR12 and HWY 290. This project is identified in the Project Plan to help spur development in this area and solve a regional stormwater issue.

### **Benefits to All Taxing Units**

The TIRZ as proposed will allow the City, County, and Library to partner with each other for public improvements each may have planned for the area. The City believes that a TIRZ is the best mechanism by which to partner with the County and also with private sector developers to plan, fund, and construct the needed improvements over the long-range time horizon such an ambitious undertaking might require. The City, County, and Library will be able to fund a large building site for a building complex with city services and a new 30,000 sq foot library building.

Through the TIRZ, the City, County, and Library can both maximize the value of the ETJ to the benefit of their respective voters and citizens, as well as contribute to the community cohesion

that comes with planned development. Developers seeking to partner with the TIRZ will be required to petition for annexation into the City if requested by the City. This performance driven structure will shift the cost and risk of construction to the private sector, with repayment coming out of new growth resulting from the infrastructure provided.

1. Changes to Municipal Ordinances Required 311.011(b)(2))

Some changes to the development code for the Town Center area could be needed to fully complete the projects. Other than these changes and the ordinance changes that will be required by the annexation and zoning of properties currently in the ETJ, there are no other contemplated changes to the City’s Code of Ordinances or the Comp Plan.

2. Non-Project Costs (311.011(b)(3))

Non-Project Costs will consist of unreimbursed costs of public rights-of way, utility upgrades, street relocation cost, technology investment, public open space improvements, and other private investment. The projects, which are expected to result from the TIRZ major infrastructure improvements, consist of private investment in various development projects which will include internal infrastructure such as internal roads, water, sewer, and drainage facilities, along with the private development. The total value of such projects can reasonably be projected to total more than thirty-two million dollars (\$32,000,000) at TIRZ end.

**3. REINVESTMENT ZONE FINANCING PLAN**

The TIRZ is intended to provide a funding and/or reimbursement mechanism for major public infrastructure to provide roadways and public utilities to un-served properties within the Zone, along with various landscape, beautification and urban design components. The comprehensive and long-term nature of the project will promote stability, and sustainable commercial, residential, retail and light industrial opportunities in an area that is currently underutilized and undervalued. The TIRZ may fund all or a portion of the eligible projects.



Photo Credit: DrippingSpringsLife.com

3.1 Estimated Project Cost Description (311.011(c)(1))

The project costs below comply with the categories established in Section 311.002 of the Texas Tax Code. The dollar amounts are approximate estimates based on assumptions of how

the land may develop and are expressed in year 2016 dollars. Project Costs may be adjusted to actual development plans, bid costs and/or for inflation. Projects will be undertaken and paid for as funds are available from increment or other sources. The intent is to complete as many of the projects as can be funded from tax increment revenues notwithstanding whether the costs or tax increments exceed the estimates herein, and costs may be moved among line items.

Project Description	Project Cost Estimate <sup>1</sup>	Proportionate Cost
Capital Projects Roads and Drainage	\$9,150,000	\$7,825,000
Civic Facilities City Hall as portion of Town Center Public Parking Downtown	\$2,500,000 \$150,000	\$1,875,000 \$112,500
Professional Fees for Creation of Zone	\$85,000	\$85,000
<b>Total Estimated Project Costs</b>	<b>\$11,885,000</b>	<b>\$9,897,500</b>

In addition to the projects described above, the following categories established in Section 311.002(1) of the Texas Tax Code as eligible project costs will be considered eligible project costs. The TIRZ will fund project costs at the discretion and approval of the Board of Directors of the TIRZ. And, when appropriate and practicable, the TIRZ will consider categories that are eligible for financing projects, such as:

- *Capital Projects* related to demolition, environmental abatement, and remediation including site work and fill, necessary to prepare sites and existing structures for new use.
- *Land Costs* associated with property formally conveyed to the public in conjunction with the implementation of projects otherwise eligible for reimbursement may also be eligible for reimbursement.
- *Matching Funds* may be contributed in support of local, state, federal or other capital improvements programs that benefit the project and the region.
- *Streetscape, Gateways, Parks, and Community Facilities* that enhance or serve the existing and future development. These may include, but are not limited to, lighting, walks, landscaping and related street furniture, greenbelts and paths, trails, parks, outdoor pavilions, non-profit community and arts space, and recreational/sports facilities.
- *Professional Services* incurred for architectural, planning, engineering, legal, landscape architecture, financial, marketing, public relations, management, leasing, bookkeeping, tax role verification, environmental, archaeological, and other services

<sup>1</sup> Projects that also benefit the area in TIRZ # 2 may also be funded by that TIRZ.

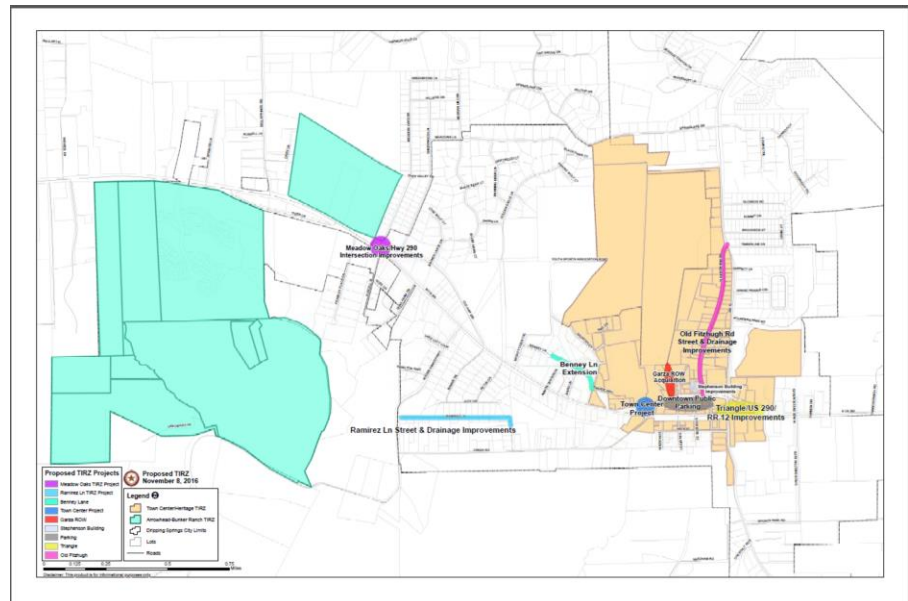
and advice necessary to a project.

- *Financing Costs* related to developer's interest, city interest, and financing interest, legal fees, underwriter's fees, brokerage charges, transfer or placement charges, premium and fees paid for loans, credit enhancement fees, notes, bonds or other instruments of credit issued to pay for project costs.
- *Operational Expenses* as may be necessary to provide for the proper administration of the Zone, operation of Zone facilities and services provided therein, over the life of the TIRZ.

### 3.2 Kind, Number and Location of Proposed Public Improvements (311.011(c)(2))

Proposed public improvements include drainage, roadways (including Old Fitzhugh Road), and various facilities. The majority of these improvements, including roadways, city hall as portion of Town Center, and parking, will be located in the City. Urban design components may also be within the City Limits. The map below indicates the probable location of the listed improvements; however, final alignments will be determined at the time of design. Public infrastructure improvements and civic facilities will be considered eligible projects anywhere within the Zone.

Map Figure 4-  
Location of  
Proposed Projects  
in TIRZ #1 and  
TIRZ #2.



### 3.3 Economic Feasibility (311.011(c)(3))

Currently, the projected cost estimates for the projects benefitting the Arrowhead TIRZ No. 1 are \$9,897,500. This estimate does not include the administrative expenses of running the TIRZ, but do include the expenses in creating the TIRZ. Using 50% of the incremental increase of the Tax Rate of \$.17, \$.085, after thirty (30) years, the expected amount in the Tax Increment Fund will be conservatively estimated at \$2,969,984. Thus, the TIRZ with a 50% of the increment, currently at \$.085, the TIRZ will be able to fund a quarter of the projected estimated costs. See Attachment "A". These numbers include a 2% tax delinquency consideration and are discounted at 5%. (If the County participates at 50% then the total projected revenue is \$9,993,763).



### 3.4 Estimate of Bonded Indebtedness To Be Incurred (311.011(c)(4))

Bonds, notes or other obligations may be issued to yield net proceeds sufficient to pay all or a portion of the eligible project costs and related professional fees that are currently estimated at, but are not limited to, \$2,969,984 unless the County participates. The City, at its sole discretion, may issue or cause to be issued bonds, notes, or other obligations secured by tax increment revenues, the proceeds of which could be used to pay for or reimburse Project Costs, including public improvements, capitalized interest, professional fees, developer interest and costs of issuance of the bonds.

### 3.5 Estimated Time When Monetary Obligations Are To Be Incurred (311.011(c)(S))

Since the buildout horizon for TIRZ improvements will be market driven, it is anticipated that the completion of the infrastructure will take a minimum of five years, although some projects may be started within the first two years in anticipation of the increase in TIRZ Funds. Bond issuance will occur at appropriate times as determined by the City and the City's Financial Advisor. Project Costs, administrative costs, and costs related to the creation and organization of the TIRZ may be paid from the issuance of bonds or directly from tax increment revenue.

### 3.6 Methods and Sources of Financing (311.011(c)(6))

The primary sources of revenue will be the ad valorem property taxes generated on the annual increment value above the base year value. The City has adopted an increment of 50% or \$.085 for a period of 30 years. This participation will create an estimated fund of \$2,969,984 in 30 years.

To ensure timely construction of public improvements, pay-as-you-go and other various methods of financing may be utilized. These include:

- *Tax Increment Bonds or Notes.* As allowed by annual incremental increases in Zone assessed value, tax-exempt tax increment bonds or notes may be issued to fund improvements.
- *Direct Reimbursements.* Projects that are closely related to particular private development projects or public infrastructure programs of public agencies, municipalities, and authorities may be financed through reimbursement agreements with a developer, public agency, municipality, or authority using a direct payment annually from the TIRZ increment fund.
- *Other private financing.* Some projects may be financed on a short-term basis through private financial institutions.
- *Grants/Other Public Funds.* To the extent permitted by law, efforts will be made to leverage TIRZ funds with other public funds and economic development tools.

### 3.7 Current Appraised Value of Taxable Real Property (311.011(c)(7))

Based upon the 2016 Hays County Appraisal District certified tax roll, the base year value of the proposed TIRZ will be \$37,340,446.

3.8 Estimated Captured Appraised Value By Year (311.011(c)(8))

The table on the following page shows the Captured Appraised Value and the resulting revenue from the City and County for the duration of the Zone.

3.9 Duration of Zone (311.011(c)(9))

The Zone is being proposed for a thirty (30) year period, with the final payment of increment being made on values and at rates for 2045, which revenue may be paid in 2046. Therefore, the Zone will terminate for purposes of collection on December 31, 2046.

**4. CAPTURED APPRAISED VALUE-CITY**

			<i>Projected</i>	
			Incremental	TOTAL
TIRZ #1			Tax Base	<i>Projected</i>
Increment	Tax	TIRZ #1	Subject	Assessed
Year	Year	Base	to Capture	Valuation
Base	2016	\$37,340,446	\$ -	\$ 37,340,446
1	2017	37,340,446	17,907,328	55,247,774
2	2018	37,340,446	44,899,668	82,240,114
3	2019	37,340,446	82,243,355	119,583,801
4	2020	37,340,446	112,137,888	149,478,334
5	2021	37,340,446	171,407,117	208,747,563
6	2022	37,340,446	243,546,812	280,887,258
7	2023	37,340,446	318,168,850	355,509,296
8	2024	37,340,446	338,211,137	375,551,583
9	2025	37,340,446	354,057,010	391,397,456
10	2026	37,340,446	354,057,010	391,397,456
11	2027	37,340,446	354,057,010	391,397,456
12	2028	37,340,446	354,057,010	391,397,456
13	2029	37,340,446	354,057,010	391,397,456
14	2030	37,340,446	354,057,010	391,397,456
15	2031	37,340,446	354,057,010	391,397,456
16	2032	37,340,446	354,057,010	391,397,456
17	2033	37,340,446	354,057,010	391,397,456
18	2034	37,340,446	354,057,010	391,397,456
19	2035	37,340,446	354,057,010	391,397,456
20	2036	37,340,446	354,057,010	391,397,456
21	2037	37,340,446	354,057,010	391,397,456
22	2038	37,340,446	354,057,010	391,397,456
23	2039	37,340,446	354,057,010	391,397,456
24	2040	37,340,446	354,057,010	391,397,456
25	2041	37,340,446	354,057,010	391,397,456
26	2042	37,340,446	354,057,010	391,397,456
27	2043	37,340,446	354,057,010	391,397,456
28	2044	37,340,446	354,057,010	391,397,456
29	2045	37,340,446	354,057,010	391,397,456
30	2046	37,340,446	354,057,010	391,397,456

## 5. COST ESTIMATES FOR POTENTIAL TIRZ PROJECTS IN TOWN CENTER TIRZ (TIRZ # 1)

(Note: These estimates are not based on plans and specifications nor a detailed scope of work; they represent rough orders of magnitude; Projects that also benefit the area in TIRZ # 2 may also be funded by that TIRZ)

1. Old Fitzhugh Road - Street and Drainage Improvements with improved streetscape including sidewalks and lighting

**Estimated Cost = \$1,850,000**

2. Town Center Improvements - Street, drainage, street trees, way finding signage, street lighting and sidewalk improvements in downtown.

Estimated Cost = \$5,400,000 TIRZ No. 2 Proportionate Share=\$1,350,000  
**TIRZ No. 1 Estimated Share: \$4,050,000**

3. Triangle/US 290/RR12 area road and drainage improvements to enhance development

Estimated Cost = \$500,000 TIRZ No. 2 Proportionate Share=\$125,000  
**TIRZ No. 1 Estimated Share: \$375,000**

4. Eastern extension of Benney Lane to Parade to enhance mobility and connectivity

**Estimated Cost = \$1,250,000**

5. City Hall site acquisition and building as portion of Town Center

Estimated Cost = \$2,500,000 TIRZ No. 2 Proportionate Share=\$625,000  
**TIRZ No. 1 Estimated Share: \$1,875,000**

6. Garza Road ROW (North Street) acquisition and improvements to connect Mercer to Heritage Subdivision

**Estimated Cost = \$300,000 (does not include utilities nor ROW acquisition)**

7. Public Parking in downtown area to enhance economic development

Estimated Cost = \$150,000 TIRZ No. 2 Proportionate Share=\$37,500  
**TIRZ No. 1 Estimated Share: \$112,500**

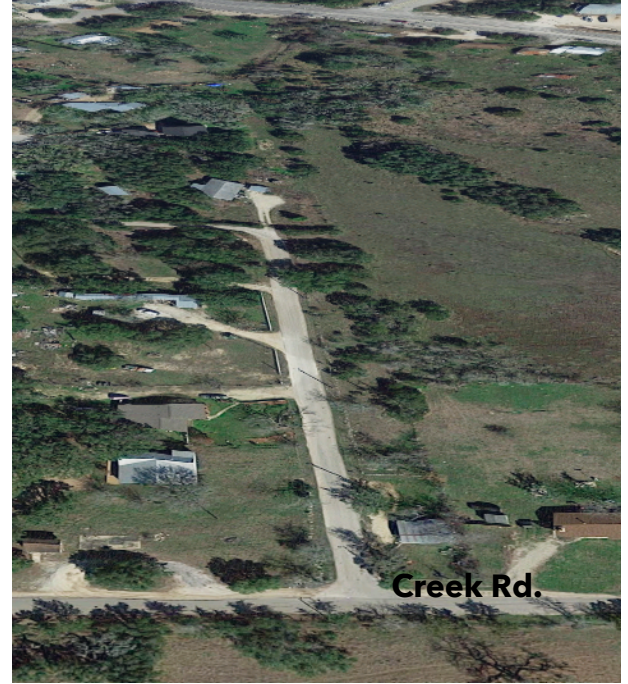
**Total Estimated \$9,812,500**

**ATTACHMENT “A”-ECONOMIC FEASIBILITY**

TIRZ #1 Increment Year	Tax Year	TIRZ #1 Base	Projected Incremental Tax Base Subject to Capture	TOTAL Projected Assessed Valuation	Tax Collection Delinquencies at 2%	Total Net Tax Collections	Tax Collections on Incremental Value	30 year			Projected Net TIRZ #1 Revenue	TIRZ #1 Revenue Discounted at 5%	City Retained Taxes (General Fund)
								City TIRZ #1 Participation at \$0.0850 Tax Rate	TIRZ Admin Expense	TIRZ Revenue			
Base	2016	\$ 37,340,446	\$ -	\$ 37,340,446	\$ 1,270	\$ 62,209	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	2017	37,340,446	17,907,328	55,247,774	1,878	92,043	29,834	14,917	25,000	(10,083)	(9,603)	14,917	
2	2018	37,340,446	44,899,668	82,240,114	2,796	137,012	74,803	37,401	25,500	11,901	10,795	37,401	
3	2019	37,340,446	82,243,355	119,583,801	4,066	199,227	137,017	68,509	26,010	42,499	36,712	68,509	
4	2020	37,340,446	112,137,888	149,478,334	5,082	249,031	186,822	93,411	26,530	66,881	55,023	93,411	
5	2021	37,340,446	171,407,117	208,747,563	7,097	347,773	285,564	142,782	27,061	115,721	90,671	142,782	
6	2022	37,340,446	243,546,812	280,887,258	9,550	467,958	405,749	202,874	27,602	175,272	130,791	202,874	
7	2023	37,340,446	318,168,850	355,509,296	12,087	592,278	530,069	265,035	28,154	236,881	168,347	265,035	
8	2024	37,340,446	338,211,137	375,551,583	12,769	625,669	563,460	281,730	28,717	253,013	171,249	281,730	
9	2025	37,340,446	354,057,010	391,397,456	13,308	652,068	589,859	294,929	29,291	265,638	171,233	294,929	
10	2026	37,340,446	354,057,010	391,397,456	13,308	652,068	589,859	294,929	29,877	265,052	162,719	294,929	
11	2027	37,340,446	354,057,010	391,397,456	13,308	652,068	589,859	294,929	30,475	264,455	154,621	294,929	
12	2028	37,340,446	354,057,010	391,397,456	13,308	652,068	589,859	294,929	31,084	263,845	146,919	294,929	
13	2029	37,340,446	354,057,010	391,397,456	13,308	652,068	589,859	294,929	31,706	263,223	139,593	294,929	
14	2030	37,340,446	354,057,010	391,397,456	13,308	652,068	589,859	294,929	32,340	262,589	132,625	294,929	
15	2031	37,340,446	354,057,010	391,397,456	13,308	652,068	589,859	294,929	32,987	261,943	125,999	294,929	
16	2032	37,340,446	354,057,010	391,397,456	13,308	652,068	589,859	294,929	33,647	261,283	119,697	294,929	
17	2033	37,340,446	354,057,010	391,397,456	13,308	652,068	589,859	294,929	34,320	260,610	113,703	294,929	
18	2034	37,340,446	354,057,010	391,397,456	13,308	652,068	589,859	294,929	35,006	259,923	108,004	294,929	
19	2035	37,340,446	354,057,010	391,397,456	13,308	652,068	589,859	294,929	35,706	259,223	102,583	294,929	
20	2036	37,340,446	354,057,010	391,397,456	13,308	652,068	589,859	294,929	36,420	258,509	97,429	294,929	
21	2037	37,340,446	354,057,010	391,397,456	13,308	652,068	589,859	294,929	37,149	257,781	92,528	294,929	
22	2038	37,340,446	354,057,010	391,397,456	13,308	652,068	589,859	294,929	37,892	257,038	87,868	294,929	
23	2039	37,340,446	354,057,010	391,397,456	13,308	652,068	589,859	294,929	38,649	256,280	83,437	294,929	
24	2040	37,340,446	354,057,010	391,397,456	13,308	652,068	589,859	294,929	39,422	255,507	79,225	294,929	
25	2041	37,340,446	354,057,010	391,397,456	13,308	652,068	589,859	294,929	40,211	254,719	75,219	294,929	
26	2042	37,340,446	354,057,010	391,397,456	13,308	652,068	589,859	294,929	41,015	253,914	71,411	294,929	
27	2043	37,340,446	354,057,010	391,397,456	13,308	652,068	589,859	294,929	41,835	253,094	67,791	294,929	
28	2044	37,340,446	354,057,010	391,397,456	13,308	652,068	589,859	294,929	42,672	252,257	64,349	294,929	
29	2045	37,340,446	354,057,010	391,397,456	13,308	652,068	589,859	294,929	43,526	251,404	61,078	294,929	
30	2046	37,340,446	354,057,010	391,397,456	13,308	652,068	589,859	294,929	44,396	250,533	57,968	294,929	
					<b>\$ 349,361</b>	<b>\$ 17,118,700</b>	<b>\$ 15,190,215</b>	<b>\$ 7,595,108</b>	<b>\$ 1,014,202</b>	<b>\$ 6,580,906</b>	<b>\$ 2,969,984</b>	<b>\$ 7,595,108</b>	



# Ramirez Street Project



## Ramirez Street and Drainage Improvements Project

Drainage issues are prevalent in this area of town. The Ramirez St. project includes street improvements and drainage improvements.

Improvements size and designs will be determined after further review of the intersection and stormwater issues.

## Project Description

Where: Ramirez Ln.

Timeline: TBD

Cost Estimate: \$350,000

Project cost includes:

- ▶ Street improvements
- ▶ Drainage improvements



# Old Fitzhugh Road Project



Courtsey Thomas Starinsky  
Historic Warehouse District Development Corporation

## Old Fitzhugh Rd. Project

Old Fitzhugh Road is the most important in road in Dripping Springs to determine the fate of downtown’s success. The Central Texas landscape can’t paint a better entry to a thriving Texas downtown.

The historic patterns of the community must be captured in the building street design to not disrupt the human scale of the environment. The street may consist of a more rural feel and include meandering sidewalks. A specific site designed infrastructure is necessary to achieve the desired and appropriate street for this project.

## Project Description

Where: Old Fitzhugh Road from RR 12to RR 12

Timeline: TBD

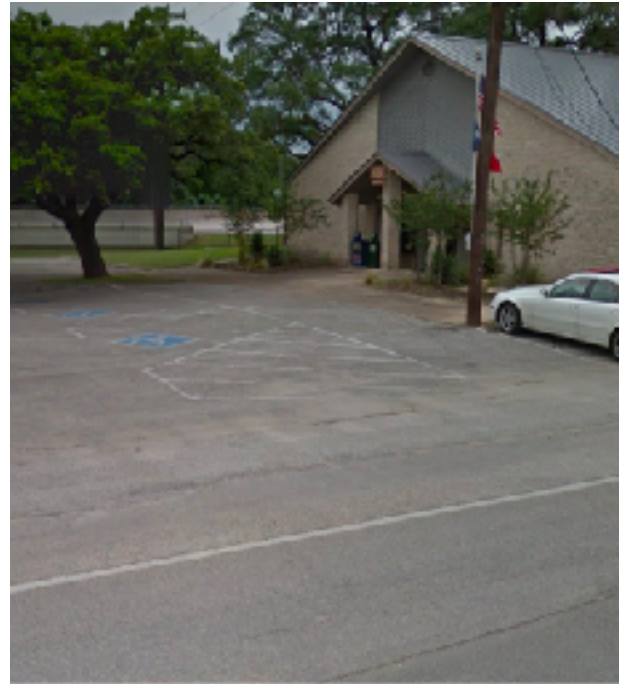
Cost Estimate: \$1,850,000

The project estimates include.

- ▶ Design and engineering
- ▶ Wide sidewalks for storefronts and outdoor cafes.
- ▶ Street Improvements
- ▶ Stormwater infrastructure improvements



# Town Center Project



## Town Center Project

The City of Dripping Springs Town Center concept is the most innovative project within the TIRZ. The Town Center project proposes a multi-jurisdictional public private partnership to bring the project to life. The Town Center partnership would provide the framework for resources, funding, land and facility space. The project would preserve the historic charm of the town and create new 21st century civic space for future generations. The Town Center concept has a critical timeline due to the space concerns from the Library District and the DSISD.

## Project Description

**Where:** Existing City Hall site and adjacent land.

**Timeline:** TBD

**Preliminary Cost Estimate :** \$2,500,000\*

The project construction includes:

- ▶ Right-of-way alignment and street improvements
- ▶ Water, wastewater, drainage and electric improvements.
- ▶ Facility planning
- ▶ Land purchase, sale or trade





# Meadow Oak Project



## Meadow Oak Dr. Safety Improvement Project

The Meadow Oak Dr. project will align Meadow Oak Dr. and Peabody St. The current alignment is slightly offset from the Tractor Supply store driveway. This realignment will remove the intersection offset ensuring safe turning movements for cross traffic and creates a typical four-way intersection across US 290.

## Project Description

Where: Meadow Oak Dr. and US 290

Timeline: TBD

Cost Estimate: \$450,000

Project cost includes:

- ▶ Street intersection improvements

CITY OF DRIPPING SPRINGS  
 ORDINANCE No. 1110.15  
**CREATING TAX INCREMENT REINVESTMENT ZONE NUMBER ONE,  
 TOWN CENTER TIRZ**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, DESIGNATING A GEOGRAPHIC AREA WITHIN THE CITY AS A REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER ONE, TOWN CENTER TIRZ, CITY OF DRIPPING SPRINGS, TEXAS; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Dripping Springs, Texas (the “City”), pursuant to the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code (hereinafter referred to as the “Act”), may designate a geographic area within the City as a tax increment reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

**WHEREAS**, the City Council desires to promote the development of a certain geographic area in the City, which is depicted in Exhibit “B” of this Ordinance, through the creation of a new reinvestment zone (hereinafter referred to as the “Zone No. 1”) as authorized by and in accordance with the Act; and

**WHEREAS**, pursuant to and as required by the Act, the City has prepared a Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number One, City of Dripping Springs, Texas dated November 8, 2016, attached as Exhibit “C” (hereinafter referred to as the “Preliminary Project and Finance Plan”) for the Zone; and

- WHEREAS**, the Zone No. 1 meets the criteria for the creation of a reinvestment zone because it is located in the city limits and extraterritorial jurisdiction of the City and meets the criteria in Section 311.005 of the Act; and
- WHEREAS**, the Zone No. 1 will be able to fund a significant portion of the proposed projects as listed in the attached Preliminary Project and Financing Plan; and
- WHEREAS**, the Zone No. 1 meets the other requirements of the Tax Increment Financing Act including: (a) 30 percent or less of the property in the Zone No. 1, excluding property dedicated to public use, is currently used for residential purposes; (b) the total appraised value of all taxable real property in the Zone No. 1 according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 50 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and
- WHEREAS**, the improvements in the Zone No. 1 will significantly enhance the value of all taxable real property in the Zone; and
- WHEREAS**, notice of the public hearing on the creation of the Zone was published in the official newspaper of the City on November 22, 2016, which was not later than the seventh day before the date of the public hearing, which was held on November 29, 2016; and
- WHEREAS**, at the public hearing interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; and the public hearing was held in full compliance with Section 311.003(c) of the Act; and
- WHEREAS**, evidence was received and presented at the public hearing; and
- WHEREAS**, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on November 29, 2016; and
- WHEREAS**, the City has taken all actions required to create the Zone including, but not limited to, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone.

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

**1. FINDINGS OF FACT**

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

**SECTION 2. ENACTMENT**

Title 1, Article 1.04 and Title 1, Article 2.04 of the City of Dripping Springs Code of Ordinances is hereby amended so to read in accordance with *Exhibit A*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

**SECTION 3. REPEALER**

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

**SECTION 4. SEVERABILITY**

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

**SECTION 5. CODIFICATION**

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

**SECTION 6. EFFECTIVE DATE**

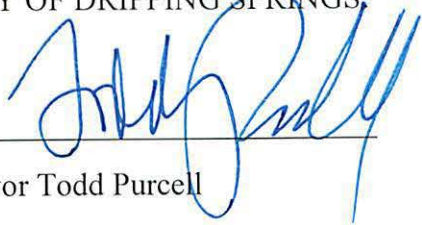
This Ordinance shall be effective immediately upon passage and publication.

**SECTION 7. PROPER NOTICE & MEETING**

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

**PASSED & APPROVED this, the 29<sup>th</sup> day of November, 2016, by a vote of 4 (ayes) to 0 (nays) to 1 (abstentions) of the City Council of Dripping Springs, Texas.**

CITY OF DRIPPING SPRINGS:

by:   
Mayor Todd Purcell

ATTEST:

  
Angelica Reyes, City Secretary

*EXHIBIT "A"*

**City of Dripping Springs**

**CODE OF ORDINANCES**

**TITLE 1: GENERAL ORDINANCES**

**CHAPTER 1: GENERAL PROVISIONS**

**ARTICLE 1.05: TAX INCREMENT FINANCING**

**DIVISION 5: TAX INCREMENT REINVESTMENT ZONE  
BOARD, TIRZ NO. 1**

**Sec. 1.05.001 Creation of Tax Increment Reinvestment Zone No. 1**

- (a) A Tax Increment Reinvestment Zone No. 1 is created in the area shown in a map designated as TIRZ No. 1 Map.
- (b) One original of TIRZ No. 1 Map shall be filed in the office of the City Secretary.
- (c) A copy of TIRZ No. 1 Map shall be filed at City Hall and available electronically on the city's website.

**Sec. 1.05.002 Designation and Name of the Zone**

(a) Pursuant to the authority of, and in accordance with the requirements of the Tax Increment Financing Act, Chapter 311 of the Tax Code, the area depicted in TIRZ No. 1 Map is designated as a tax increment reinvestment zone.

(b) The name assigned to the tax increment reinvestment zone for identification is Reinvestment Zone Number One, City of Dripping Springs, Texas, Town Center TIRZ (referred to herein as the "Zone No. 1").

**Sec. 1.05.003 Board of Directors**

A board of directors for the Zone No. 1 (hereinafter referred to as the "Board") is hereby created consisting of seven (7) members. The board of directors will be appointed pursuant to Chapter 2, Division 8 of this code.

### **Sec. 1.05.004 Duration of the Zone No. 1**

(a) The Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act.

(b) The Zone shall terminate on December 31, 2045, or at such time, subsequent to the issuance of tax increment bonds, certificates of obligation, notes or other obligations of the Zone No. 1 (hereinafter referred to as “Obligations”) if any, that all project costs, Obligations and the interest on the Obligations have been paid in full in accordance with Section 311.017 of the Act, whichever occurs earlier. The Zone No. 1 may also be terminated by ordinance at any time.

### **Sec. 1.05.005 Tax Increment Fund**

(a) That a tax increment fund for the Zone No. 1 (hereinafter referred to as the “TIF Fund No. 1”) is hereby established.

(b) The TIF Fund No. 1 may be divided into additional accounts and subaccounts authorized by resolution or ordinance of the City Council. The TIF Fund No. 1 shall consist of (i) the percentage of the tax increment, as defined by Section 311.012(a) of the Act, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the TIF Fund under an agreement with the City authorized by Section 311.013(f) of the Act, plus (ii) fifty percent (50%) of the City’s portion of the tax increment, as defined by Section 311.012(a) of the Act, subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment.

(c) The TIF Fund No. 1 shall be maintained in an account at the depository bank of the City and shall be secured in the manner prescribed by law for Texas cities. In addition, all revenues from the following sources shall be deposited into the TIF Fund No. 1: (i) the sale of any obligations hereafter issued by the City and secured in whole or in part from the tax increments; (ii) the sale of any property acquired as part of a tax increment financing plan adopted by the Board; (iii) other revenues dedicated to and used in the Zone No. 1.

(d) Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Act, for the Zone No. 1, to satisfy the claims of holders of Obligations for the Zone, or to pay Obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b) of the Act.

## **CHAPTER 2: GENERAL PROVISIONS**

### **ARTICLE 2.04: BOARDS, COMMISSIONS AND COMMITTEES**

#### **DIVISION 8: TAX INCREMENT REINVESTMENT ZONE**

#### **BOARD, TIRZ NO. 1**

**Sec. 2.06.001 Organization and procedure**

(a) There is hereby created within the city a tax increment reinvestment zone board that consists of seven (7) regular board members to be filled by nomination and appointment as follows:

(1) Five (5) board seats shall be appointed by city council;

(2) Two (2) board member seats shall be appointed by the county commissioners court;

(b) Board member seats appointed by the county commissioners court are contingent on the county's participation in the Tax Increment Reinvestment Zone. If the county does not participate, or ceases participation, in the Tax Increment Reinvestment Zone, the board member seats in 2.06.001(a)(2) shall be filled by city council.

**Sec. 2.06.002 Qualifications**

All regular board members shall be at least eighteen (18) years of age and a resident of the county. Any regular board member who ceases to possess such qualifications shall automatically be deemed to have vacated their membership on the board.

**Sec. 2.07.003 Terms**

(a) Initial board member appointments by city council and the county commissioners court after the effective date of this section shall be for a two (2) year term.

(b) All appointments for regular members made after the initial appointments shall be for a term of two (2) years, except vacancies for unexpired terms, which shall be filled for the remainder of the unexpired term.

**Sec. 2.07.004 Duties**

The TIRZ board shall act as an advisory board to the city council in the operation and administration of the TIRZ; all action by the board is subject to city council approval. The authority and responsibility of the board expressly includes:

(1) Make recommendations to the city council regarding the administration of this division.

(2) Make recommendations to the city council regarding agreements that are necessary or convenient to implement the project plan and reinvestment zone financing plan.

(3) Make recommendations to the city council regarding agreements with local governments or political subdivisions for management of the zone or implementing the project plan and reinvestment zone financing plan.

(4) Make recommendations to the city council regarding the expenditure of TIRZ funds related to development and redevelopment of land within the zone, in conformance with the following process.

(5) Acting as the lead entity in working with other boards and commissions regarding incentives, regulations, infrastructure and all other physical and economic development decisions related to the TIRZ district.

(8) Providing a progress report to the city council annually, or as requested by the city council.

**Sec. 2.07.005 Officers**



The city council shall appoint a chair, as established in section 311.009.f of the Local Government Code, for a term of one year, beginning in January. The board may appoint other officers as it may establish in its bylaws.

**Sec. 2.07.006 Quorum**

A simple majority of the duly appointed members of the board shall constitute a quorum. In the event that a regular or specially called meeting of the board occurs without appointment of a new member (if the vacancy is that of a member), a majority of the remaining members shall constitute a quorum.

**Sec. 2.07.007 Bylaws**

The board shall write its own bylaws establishing its own rules for its regulation. Said bylaws and amendments thereto shall be filed with the city secretary.

**Sec. 2.07.008 Meetings**

The board shall hold regular monthly meetings that shall be open to the public and at a time and place to be established in its bylaws. It may also hold such other meetings as may be necessary to accomplish the purpose of its creation and as established in its bylaws. All meetings shall be public and shall conform to law.

**Sec. 2.07.009 Minutes**

The board shall keep a record of its proceedings in a permanent book, and a signed copy of said minutes shall be given to the city secretary.

**Sec. 2.07.010 Severability**

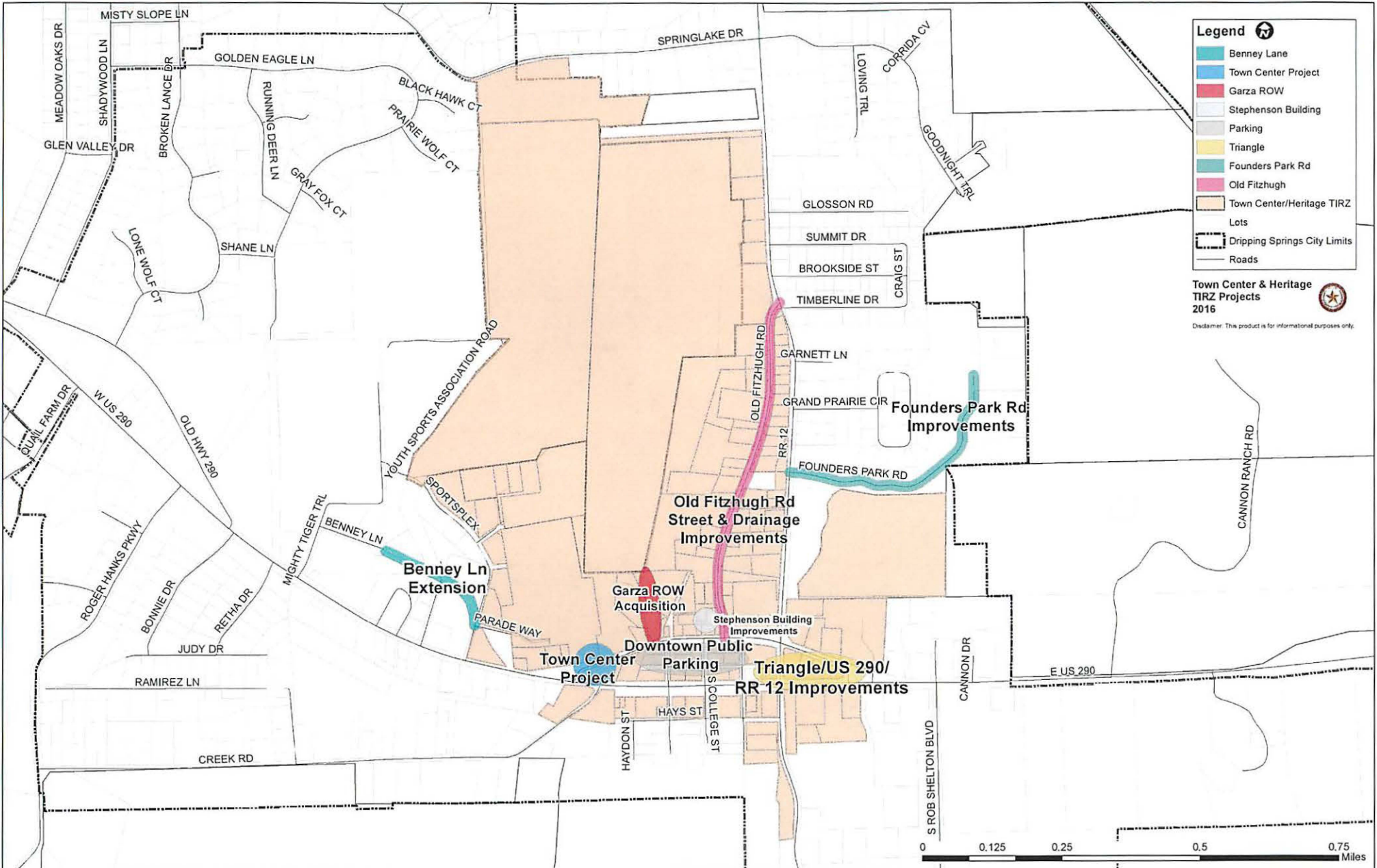
The terms and provisions of this division shall be deemed to be severable in that, if any portion of this division shall be declared to be invalid, the same shall not affect the validity of the other provisions of this division.

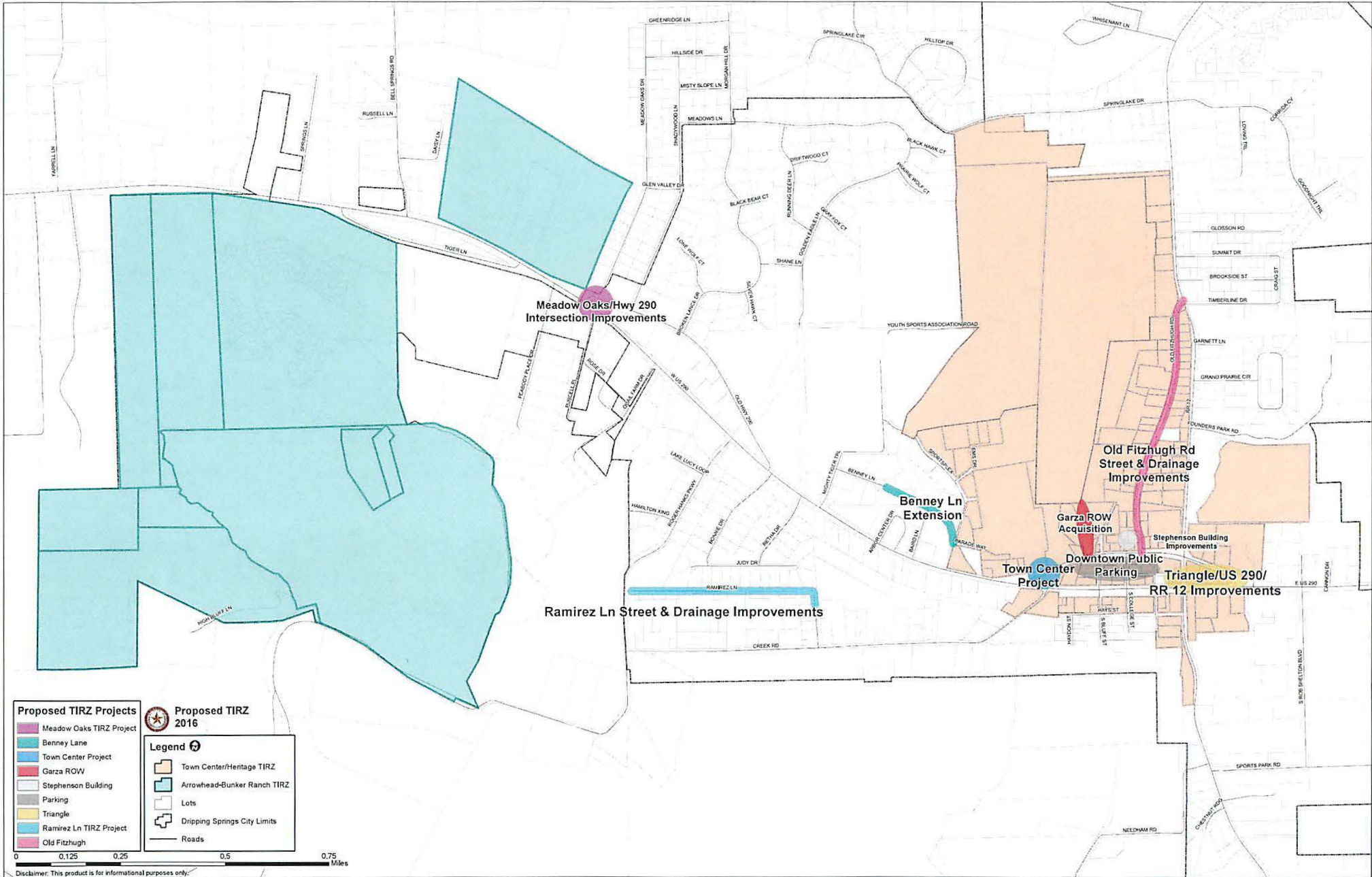
**Sec. 2.07.011 Conflicts of interest**

- (a) A member of the board is not a public official by virtue of this position.
- (b) No member of the city council or the planning and zoning commission shall be eligible for a grant or assistance from the board during their tenure or for six months thereafter.



EXHIBIT "B"





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PRELIMINARY PROJECT PLAN AND  
REINVESTMENT ZONE FINANCING  
PLAN FOR PROPOSED TAX  
INCREMENT REINVESTMENT ZONE  
NO. 1, TOWN CENTER TIRZ, CITY  
OF DRIPPING SPRINGS

NOVEMBER 8, 2016

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1. OVERVIEW

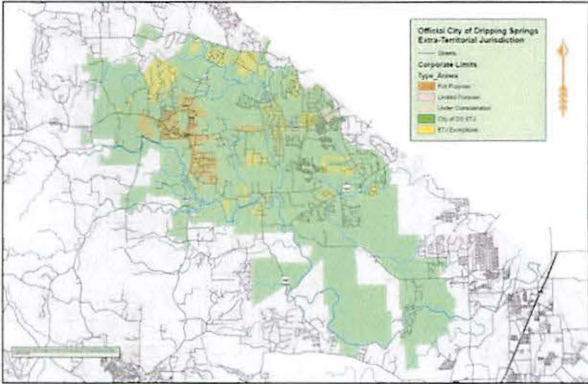
1.1 Background

The City of Dripping Springs (the "City") is a Texas general law municipality incorporated in 1981, located 25 miles west of Austin, Texas. Dripping Springs has an unusually large ETJ; with nearly 75,000 square acres the area expands from the city limits of Buda to the Travis County and west of Austin. The Dripping Spring ETJ encompasses a majority of the northwestern half of Hays County. The City limit and the City's Extra-Territorial Jurisdiction ("ETJ") are shown on the Map Figure 1.

According to the City's Comprehensive Plan (the Comp Plan) adopted in 2010, the population within the city limits has grown relatively slowly in the previous 10 years. However, the ETJ and School District saw much more rapid growth. This pattern was expected to continue, although potential development in areas that would become part of the City may increase the population of the City of Dripping Springs faster than the projections indicate.

The Dripping Springs population, within its city limits, is about 1,788 although its extraterritorial jurisdiction (ETJ) is home to nearly 30,000 residents. The city offers an exceptional school system, affordable living, and proximity to Austin and San Antonio.

Map Figure 1- City Limit and ETJ



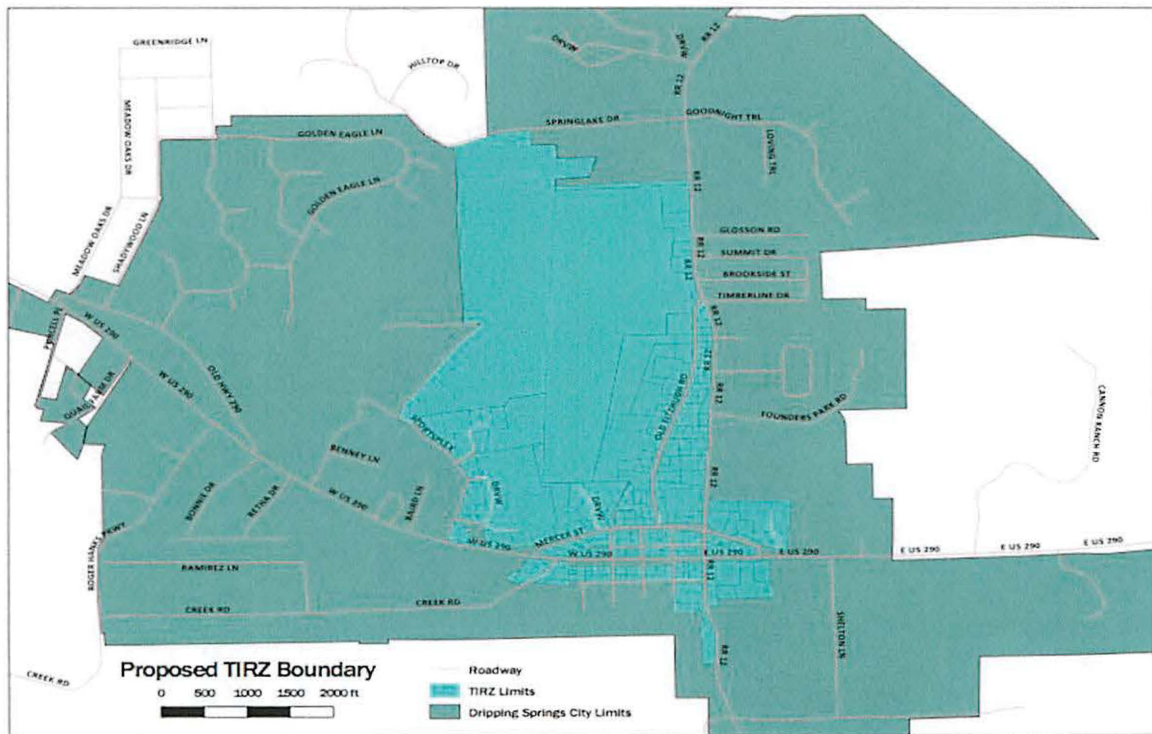
2. The Challenge

- a) Within the City limits, the City has land available for development, and some areas of substandard development, and the City needs additional means of planning and providing infrastructure to promote overall quality development in the area;
- b) The City's ETJ is comprised of numerous ownerships and as the tracts petition for annexation in a piecemeal fashion, the City has no means of planning and providing infrastructure to promote overall quality development in the area;
- c) The City's downtown area has some dilapidated and unoccupied buildings that inhibit the City's growth;
- d) The lack of sidewalks and the inadequacy of some streets in Dripping Springs also inhibits the growth of the City;
- e) Low quality and/or sub-standard developments will be an ongoing obstacle to annexation and City growth if allowed to continue; and
- f) If the City's ETJ is left unincorporated, the burden of providing services to the area will remain with the County.

3. Responding to the Challenge

The City is requesting that the County and Library District participate in a Tax Increment Reinvestment Zone ("TIRZ" or "Zone") to be created over certain commercial and some residential areas within the City. Map Figure 2 below depicts the TIRZ Boundary and the respective areas of in-City (approximately 87 acres) and ETJ (approximately 2420 acres) included.

Map Figure 2: Proposed TIRZ boundary





The road and drainage improvements listed, especially those related to Old Fitzhugh and Mercer Street, will benefit every resident of Dripping Springs and its ETJ. Additionally, improvements will also benefit development in the area north of downtown by providing an area for residents of future development to participate in City activities and allow movement around the City itself and out into the greater Travis County area. These improvements are feasible and practical and will benefit the area included in the TIRZ.

The proposed TIRZ would afford the opportunity for the City to plan and prepare for the provision of public infrastructure to areas within its city, including Old Fitzhugh Road street and drainage improvements, Mercer Streetscape improvements, Triangle/US 290/RR12 area road and drainage improvements, Public Parking downtown, and other road and drainage improvements.

The TIRZ is one layer of funding to help leverage additional funding sources for city improvements. Creating a TIRZ with identified projects is an effective method to communicate the city’s key areas for investment and targeted growth.

Town Center Concept Sketch Model



The City is experiencing and will continue to experience rapid growth. The City may need to update its land development code as it relates to the Town Center area in order to foster the development types that support the City’s future goals. A detailed look at natural attributes, infrastructure, development trends, targeted development areas and the comprehensive plan should be evaluated to determine the new code requirements.

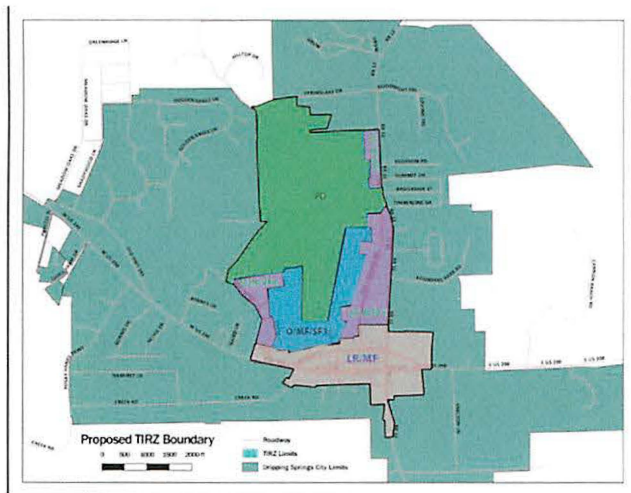
The City desires to maximize and preserve the taxable value of land and improvements in its ETJ and City limits. Residents understand that maintaining their property values depends in no small part on the areas inside the City and adjacent to the City developing to the highest standards.

The need for this proposed TIRZ partnership is further compelling because neither the City nor County can address the development issues alone. The magnitude of infrastructure needed to ensure quality development is beyond the financial capability of the City to fund solely, and some

of the infrastructure needed for quality development is typically outside the purview of the County to provide.

If this opportunity is missed, the City will continue to be hampered and will remain unable to provide the full array of city services and roads to areas to promote development inside and outside the City limits. If the ETJ is allowed to develop unplanned with ad hoc infrastructure, the City will likely never be able to annex due to the prohibitive cost of retro-fitting and upgrading substandard infrastructure. But for the creation of the TIRZ and participation by both the City and County, this area is not likely to attract or maintain private investment sufficient or timely enough to provide the public improvements proposed.

Map Figure 3: Proposed Uses



## 2. PRELIMINARY PROJECT PLAN

This Preliminary Project Plan and Reinvestment Zone Financing Plan (“The Plan”) has been prepared in accordance with the requirements of Chapter 311.011 of the Texas Tax Code and outlines the improvements to be funded and implemented by the proposed Tax Increment Reinvestment Zone Number 1, Dripping Springs, Texas.

Benefits to local taxing jurisdictions and tax payers and furtherance of the City's goals to be accomplished by the TIRZ include the following:

City of Dripping Springs	Hays County	Library District
--------------------------	-------------	------------------

<ul style="list-style-type: none"> <li><input type="checkbox"/> Provides ability to influence quality, timing, and type of development inside and outside the City.</li> <li><input type="checkbox"/> Affords ability for planned, interconnected, efficient design and construction of roads, drainage and infrastructure</li> <li><input type="checkbox"/> Enhances the City's tax base</li> <li><input type="checkbox"/> Provides cost-sharing opportunities with County participation for projects in the ETJ</li> <li><input type="checkbox"/> Provides tool to partner with private developers to construct improvements</li> </ul>		<ul style="list-style-type: none"> <li><input type="checkbox"/> Provides a site for a 30,000 sq feet building for a future library</li> <li><input type="checkbox"/> Provides interconnected roads and parking for access to the library building</li> </ul>
---	--	--

The TIRZ as proposed will allow the City, County, and Library to partner with each other for public improvements each may have planned for the area. The City believes that a TIRZ is the best mechanism by which to partner with the County and also with private sector developers to plan, fund, and construct the needed improvements over the long-range time horizon such an ambitious undertaking might require. The City, County, and Library will be able to fund a large building site for a building with city services and a new 30,000 sq foot library building.

Through the TIRZ, the City, County, and Library can both maximize the value of the ETJ to the benefit of their respective voters and citizens, as well as contribute to the community cohesion that comes with planned development. Developers seeking to partner with the TIRZ will be required to petition for annexation into the City if requested by the City. This performance driven structure will shift the cost and risk of construction to the private sector, with repayment coming out of new growth resulting from the infrastructure provided.

1. Changes to Municipal Ordinances Required 311.011(b)(2))

Some changes to the development code for the Town Center area could be needed to fully complete the needed projects. Other than these changes and the ordinance changes that will be required by the annexation and zoning of properties currently in the ETJ, there are no other contemplated changes to the City's Code of Ordinances or Master Plan.

2. Non-Project Costs (311.011(b)(3))

Non-Project Costs will consist of unreimbursed costs of public rights-of way, utility upgrades, street relocation cost, technology investment, public open space improvements, and other private investment. The projects which are expected to result from the TIRZ major infrastructure improvements consist of private investment in various development projects which will include internal infrastructure such as internal roads, water, sewer, and drainage

facilities, along with the private development. The total value of such projects can reasonably be projected to total more than thirty-two million dollars (\$32,000,000) at TIRZ end.

### 3. PRELIMINARY REINVESTMENT ZONE FINANCING PLAN

The TIRZ is intended to provide a funding and/or reimbursement mechanism for major public infrastructure to provide roadways and public utilities to un-served properties within the Zone, along with various landscape, beautification and urban design components. The comprehensive and long-term nature of the project will promote stable and sustainable commercial, residential, retail and light industrial opportunities in an area that is currently underutilized and undervalued. The TIRZ may fund all or a portion of the eligible projects.

#### 3.1 Estimated Project Cost Description (311.011(c)(1))

The project costs below comply with the categories established in Section 311.02 of the Texas Tax Code. The dollar amounts are approximate estimates based on assumptions of how the land may develop and are expressed in year 2016 dollars. Project Costs may be adjusted to actual development plans, bid costs and/or for inflation. Projects will be undertaken and paid for as funds are available from increment or other sources. The intent is to complete as many of the projects as can be funded from tax increment revenues notwithstanding whether the costs or tax increments exceed the estimates herein, and costs may be moved among line items.

Project Description	Project Cost Estimate <sup>1</sup>	Proportionate Cost
Capital Projects Roads and Drainage	\$9,150,000	\$7,825,000
Civic Facilities City Hall Public Parking Downtown	\$2,500,000 \$150,000	\$1,875,000 \$112,500
Professional Fees for Creation of Zone	\$85,000	\$85,000
<b>Total Estimated Project Costs</b>	<b>\$11,885,000</b>	<b>\$9,897,500</b>

In addition to the projects described above, the following categories established in Section 311.2(1) of the Texas Tax Code as eligible project costs will be considered eligible project costs. The TIRZ will fund project costs at the discretion and approval of the Board of Directors of the TIRZ. And, when appropriate and practicable, the TIRZ will consider categories that are eligible for financing projects, such as:

- *Capital Projects* related to demolition, environmental abatement, and remediation including site work and fill, necessary to prepare sites and existing structures for new use.
- *Land Costs* associated with property formally conveyed to the public in conjunction

<sup>1</sup> Projects that also benefit the area in TIRZ # 2 may also be funded by that TIRZ.

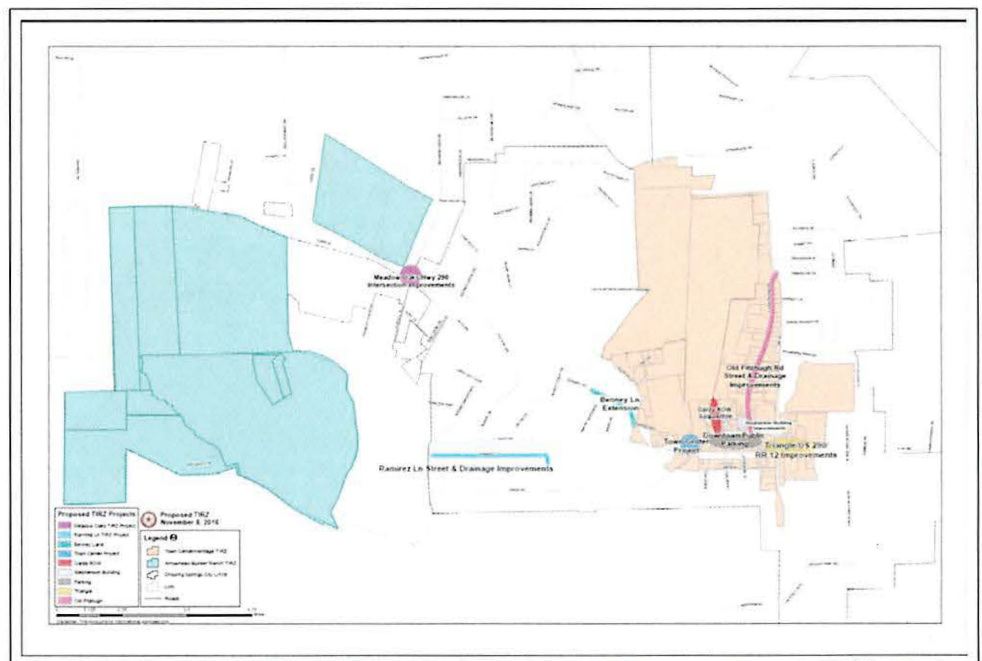
with the implementation of projects otherwise eligible for reimbursement may also be eligible for reimbursement.

- *Matching Funds* may be contributed in support of local, state, federal or other capital improvements programs that benefit the project and the region.
- *Streetscape, Gateways, Parks, and Community Facilities* that enhance or serve the existing and future development. These may include, but are not limited to, lighting, walks, landscaping and related street furniture, greenbelts and paths, trails, parks, outdoor pavilions, non-profit community and arts space, and recreational/sports facilities.
- *Professional Services* incurred for architectural, planning, engineering, legal, landscape architecture, financial, marketing, public relations, management, leasing, bookkeeping, tax role verification, environmental, archaeological, and other services and advice necessary to a project.
- *Financing Costs* related to developer's interest, city interest, and financing interest, legal fees, underwriter's fees, brokerage charges, transfer or placement charges, premium and fees paid for loans, credit enhancement fees, notes, bonds or other instruments of credit issued to pay for project costs.
- *Operational Expenses* as may be necessary to provide for the proper administration of the Zone, operation of Zone facilities and services provided therein, over the life of the TIRZ.

### 3.2 Kind, Number and Location of Proposed Public Improvements (311.011(c)(2))

Proposed public improvements include drainage, roadways (including Old Fitzhugh Road), and various facilities. The majority of the roadways and public facilities, including roadways, city hall, and parking, will be located in the City. Urban design components may also be within the City limits. The map below indicates the probable location of the listed improvements; however, final alignments will be determined at the time of design. Public infrastructure improvements and civic facilities will be considered eligible projects anywhere within the Zone.

Map Figure 4- Location of Proposed Projects in TIRZ #1 and TIRZ #2.



### **3. Economic Feasibility (311.011(c)(3))**

Currently, the projected cost estimates for the projects benefitting the Arrowhead TIRZ No. 1 are \$9,897,500. This estimate does not include the administrative expenses of running the TIRZ, but do include the expenses in creating the TIRZ. Using 59% of the incremental increase of the Tax Rate of \$.17, \$.10, after thirty (30) years, the expected amount in the Tax Increment Fund will be conservatively estimated at \$3,017,482. Thus, the TIRZ with a 59% of the increment, currently at \$.10, the TIRZ will be able to fund a quarter of the projected estimated costs. See Attachment "A".

### **4. Estimate of Bonded Indebtedness To Be Incurred (311.011(c)(4))**

Bonds, notes or other obligations may be issued to yield net proceeds sufficient to pay all or a portion of the eligible project costs and related professional fees that are currently estimated at, but are not limited to, \$3,017,482. The City, at its sole discretion, may issue or cause to be issued bonds, notes, or other obligations secured by tax increment revenues, the proceeds of which could be used to pay for or reimburse Project Costs, including public improvements, capitalized interest, professional fees, developer interest and costs of issuance of the bonds.

### **5. Estimated Time When Monetary Obligations Are To Be Incurred (311.011(c)(S))**

The TIRZ will initially incur monetary obligations only after the completion, inspection and acceptance by the City of the eligible public improvements or as detailed in Developer Reimbursement Agreements to be executed between the TIRZ and developers. Since the build-out horizon for TIRZ improvements will be market driven, it is anticipated that the completion of the infrastructure will take a minimum of ten years. Bond issuance will occur at appropriate times as determined by the City and the City's Financial Advisor. Project Costs, administrative costs, and costs related to the creation and organization of the TIRZ may be paid from the issuance of bonds or directly from tax increment revenue.

### **6. Methods and Sources of Financing (311.011(c)(6))**

The primary sources of revenue will be the ad valorem property taxes generated on the annual increment value above the base year value. The table below shows the expected participation rates of the City. The City has a preliminary increment of 59% or \$.10 for a period of 30 years. This participation will create an estimated fund of \$3,017,482 in 30 years.

To ensure timely construction of public improvements, pay-as-you-go and other various methods off financing may be utilized. These include:

- *Tax Increment Bonds or Notes.* As allowed by annual incremental increases in Zone assessed value, tax-exempt tax increment bonds or notes may be issued to fund improvements.
- *Direct Reimbursements.* Projects that are closely related to particular private development projects or public infrastructure programs of public agencies, municipalities, and authorities may be financed through reimbursement agreements with a developer, public agency, municipality, or authority using a direct payment annually from the TIRZ increment fund.
- *Other private financing.* Some projects may be financed on a short-term basis through private financial institutions.

- *Grants/Other Public Funds.* To the extent permitted by law, efforts will be made to leverage TIRZ funds with other public funds and economic development tools.

**7. Current Appraised Value of Taxable Real Property (311.011(c)(7))**

Based upon the 2016 Hays County Appraisal District certified tax roll, the base year value of the proposed TIRZ will be \$35,646,766.

**8. Estimated Captured Appraised Value By Year (311.011(c)(8))**

The table on the following page shows the Captured Appraised Value and the resulting revenue from the City and County for the duration of the Zone.

**9. Duration of Zone (311.011(c)(9))**

The Zone is being proposed for a thirty (30) year period, with the final payment of increment being made on values and at rates for 2045, which revenue may be paid in 2046. Therefore, the Zone will terminate for purposes of collection on December 31, 2046.

### Captured Appraised Value- City

TIRZ #1 Increment Year	Tax Year	TIRZ #1 Base	Projected Incremental Tax Base Subject to Capture	TOTAL Projected Assessed Valuation
Base	2016	\$35,646,766	\$ -	\$ 35,646,766
1	2017	35,646,766	4,029,000	39,675,766
2	2018	35,646,766	16,387,878	52,034,644
3	2019	35,646,766	42,680,459	78,327,225
4	2020	35,646,766	72,574,992	108,221,738
5	2021	35,646,766	131,844,222	167,490,968
6	2022	35,646,766	203,983,916	239,630,682
7	2023	35,646,766	278,609,595	314,252,721
8	2024	35,646,766	298,648,241	334,295,007
9	2025	35,646,766	314,494,114	350,140,880
10	2026	35,646,766	314,494,114	350,140,880
11	2027	35,646,766	314,494,114	350,140,880
12	2028	35,646,766	314,494,114	350,140,880
13	2029	35,646,766	314,494,114	350,140,880
14	2030	35,646,766	314,494,114	350,140,880
15	2031	35,646,766	314,494,114	350,140,880
16	2032	35,646,766	314,494,114	350,140,880
17	2033	35,646,766	314,494,114	350,140,880
18	2034	35,646,766	314,494,114	350,140,880
19	2035	35,646,766	314,494,114	350,140,880
20	2036	35,646,766	314,494,114	350,140,880
21	2037	35,646,766	314,494,114	350,140,880
22	2038	35,646,766	314,494,114	350,140,880
23	2039	35,646,766	314,494,114	350,140,880
24	2040	35,646,766	314,494,114	350,140,880
25	2041	35,646,766	314,494,114	350,140,880
26	2042	35,646,766	314,494,114	350,140,880
27	2043	35,646,766	314,494,114	350,140,880
28	2044	35,646,766	314,494,114	350,140,880
29	2045	35,646,766	314,494,114	350,140,880
30	2046	35,646,766	314,494,114	350,140,880



**COST ESTIMATES FOR POTENTIAL TIRZ PROJECTS IN TOWN CENTER TIRZ  
(TIRZ # 1)**

(Note: These estimates are not based on plans and specifications nor a detailed scope of work; they represent rough orders of magnitude; Projects that also benefit the area in TIRZ # 2 may also be funded by that TIRZ)

1. Old Fitzhugh Road - Street and Drainage Improvements with improved streetscape including sidewalks and lighting

**Estimated Cost = \$1,850,000**

2. Mercer Streetscape Improvements - Street, drainage, street trees, way finding signage, street lighting and sidewalk improvements.

Estimated Cost = \$5,400,000 TIRZ No. 2 Proportionate Share=\$1,350,000  
**TIRZ No. 1 Estimated Share: \$4,050,000**

3. Triangle/US 290/RR12 area road and drainage improvements to enhance development

Estimated Cost = \$500,000 TIRZ No. 2 Proportionate Share=\$125,000  
**TIRZ No. 1 Estimated Share: \$375,000**

4. Eastern extension of Benney Lane to Parade to enhance mobility and connectivity

**Estimated Cost = \$1,250,000**

5. City Hall site acquisition and building

Estimated Cost = \$2,500,000 TIRZ No. 2 Proportionate Share=\$625,000  
**TIRZ No. 1 Estimated Share: \$1,875,000**

6. Garza Road ROW (North Street) acquisition and improvements to connect Mercer to Heritage Subdivision

**Estimated Cost = \$300,000 (does not include utilities nor ROW acquisition)**

7. Public Parking in downtown area to enhance economic development

Estimated Cost = \$150,000 TIRZ No. 2 Proportionate Share=\$37,500  
**TIRZ No. 1 Estimated Share: \$112,500**

**Total Estimated \$9,812,500**

### ATTACHMENT "A"

City of Dripping Springs, Texas													DRAFT FOR DISCUSSION PURPOSES ONLY		
Tax Increment Reinvestment Zone No. 1 (Town Center)															
Incremental Revenue Analysis - City Only															
TIRZ #2	Year	TIRZ #2	Projected Incremental Tax Base Subject to Capture	TOTAL Projected Assessed Valuation	TOTAL Tax Levy at 2017 Tax Rate	Tax Collection Delinquencies %	Total Net Tax Collections	Tax Collections on Base Value	Tax Collections on Incremental Value	City TIRZ #2 Participation at 50/1000 Tax Rate	TIRZ Admin Expense	Projected Net Revenue	TIRZ #2 Revenue Discounted at 5%	City Retained Taxes (General Fund)	
Base	2016	14,625,030	\$ -	\$ 14,625,030	\$ 24,063	4.97	\$ 24,365	\$ 24,365	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
1	2017	14,625,030	4,029,000	18,654,030	31,712	6.34	31,078	24,365	6,712	3,948	25,400	(21,052)	(20,049)	2,764	
2	2018	14,625,030	16,587,878	31,242,908	51,062	10.61	52,001	24,365	27,635	16,256	25,500	(9,244)	(8,384)	11,379	
3	2019	14,625,030	42,620,459	57,305,459	97,419	17.94	95,471	24,365	71,106	41,827	26,012	15,817	13,663	29,279	
4	2020	14,625,030	72,574,992	87,200,022	148,240	23.65	145,275	24,365	120,910	71,123	26,530	44,599	36,687	49,786	
5	2021	14,625,030	131,844,222	146,469,252	248,998	4.950	244,018	24,365	219,652	129,207	27,061	102,147	80,034	90,445	
6	2022	14,625,030	203,983,916	218,608,946	371,635	7.433	364,203	24,365	339,837	199,904	27,602	172,302	128,575	139,933	
7	2023	14,625,030	278,605,955	293,230,985	498,493	9.970	488,523	24,365	464,158	273,034	28,154	244,830	174,031	191,124	
8	2024	14,625,030	298,648,241	313,273,271	532,565	10.651	521,913	24,365	497,548	292,675	28,717	263,958	178,657	204,873	
9	2025	14,625,030	314,494,114	329,119,144	559,503	11.190	548,312	24,365	523,947	303,204	29,291	278,913	179,790	215,743	
10	2026	14,625,030	314,494,114	329,119,144	559,503	11.190	548,312	24,365	523,947	303,204	29,297	278,327	170,869	215,743	
11	2027	14,625,030	314,494,114	329,119,144	559,503	11.190	548,312	24,365	523,947	303,204	30,475	277,729	162,383	215,743	
12	2028	14,625,030	314,494,114	329,119,144	559,503	11.190	548,312	24,365	523,947	303,204	31,064	277,120	154,311	215,743	
13	2029	14,625,030	314,494,114	329,119,144	559,503	11.190	548,312	24,365	523,947	303,204	31,706	276,490	146,633	215,743	
14	2030	14,625,030	314,494,114	329,119,144	559,503	11.190	548,312	24,365	523,947	303,204	32,340	275,864	139,330	215,743	
15	2031	14,625,030	314,494,114	329,119,144	559,503	11.190	548,312	24,365	523,947	303,204	32,987	275,217	132,384	215,743	
16	2032	14,625,030	314,494,114	329,119,144	559,503	11.190	548,312	24,365	523,947	303,204	33,647	274,558	125,778	215,743	
17	2033	14,625,030	314,494,114	329,119,144	559,503	11.190	548,312	24,365	523,947	303,204	34,320	273,885	119,495	215,743	
18	2034	14,625,030	314,494,114	329,119,144	559,503	11.190	548,312	24,365	523,947	303,204	35,006	273,198	113,519	215,743	
19	2035	14,625,030	314,494,114	329,119,144	559,503	11.190	548,312	24,365	523,947	303,204	35,706	272,498	107,837	215,743	
20	2036	14,625,030	314,494,114	329,119,144	559,503	11.190	548,312	24,365	523,947	303,204	36,420	271,784	102,433	215,743	
21	2037	14,625,030	314,494,114	329,119,144	559,503	11.190	548,312	24,365	523,947	303,204	37,144	271,056	97,293	215,743	
22	2038	14,625,030	314,494,114	329,119,144	559,503	11.190	548,312	24,365	523,947	303,204	37,881	270,313	92,406	215,743	
23	2039	14,625,030	314,494,114	329,119,144	559,503	11.190	548,312	24,365	523,947	303,204	38,649	269,555	87,759	215,743	
24	2040	14,625,030	314,494,114	329,119,144	559,503	11.190	548,312	24,365	523,947	303,204	39,442	268,782	83,341	215,743	
25	2041	14,625,030	314,494,114	329,119,144	559,503	11.190	548,312	24,365	523,947	303,204	40,211	267,993	79,139	215,743	
26	2042	14,625,030	314,494,114	329,119,144	559,503	11.190	548,312	24,365	523,947	303,204	41,015	267,189	75,144	215,743	
27	2043	14,625,030	314,494,114	329,119,144	559,503	11.190	548,312	24,365	523,947	303,204	41,835	266,369	71,346	215,743	
28	2044	14,625,030	314,494,114	329,119,144	559,503	11.190	548,312	24,365	523,947	303,204	42,672	265,532	67,736	215,743	
29	2045	14,625,030	314,494,114	329,119,144	559,503	11.190	548,312	24,365	523,947	303,204	43,526	264,679	64,303	215,743	
30	2046	14,625,030	314,494,114	329,119,144	559,503	11.190	548,312	24,365	523,947	303,204	44,396	263,808	61,039	215,743	
					\$ 14,916,042	\$ 186,321	\$ 14,029,721	\$ 755,324	\$ 13,274,397	\$ 7,809,469	\$ 1,014,702	\$ 6,794,267	\$ 3,017,482	\$ 5,465,928	

## CITY OF DRIPPING SPRINGS

ORDINANCE No. 1110.16

**CREATING TAX INCREMENT REINVESTMENT ZONE NUMBER TWO,  
ARROWHEAD TIRZ**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, DESIGNATING A GEOGRAPHIC AREA WITHIN THE CITY AS A REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER TWO, ARROWHEAD TIRZ, CITY OF DRIPPING SPRINGS, TEXAS; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Dripping Springs, Texas (the “City”), pursuant to the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code (hereinafter referred to as the “Act”), may designate a geographic area within the City as a tax increment reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

**WHEREAS**, the City Council desires to promote the development of a certain geographic area in the City, which is depicted in Exhibit “B” of this Ordinance, through the creation of a new reinvestment zone (hereinafter referred to as the “Zone No. 2”) as authorized by and in accordance with the Act; and

**WHEREAS**, pursuant to and as required by the Act, the City has prepared a Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number Two, City of Dripping Springs, Texas dated November 2016, attached as Exhibit “C” (hereinafter referred to as the “Preliminary Project and Finance Plan”) for the Zone; and

**WHEREAS**, notice of the public hearing on the creation of the Zone was published in the

official newspaper of the City on November 22, 2016, which was not later than the seventh day before the date of the public hearing, which was held on November 29, 2016; and

**WHEREAS**, the Zone No. 2 meets the criteria for the creation of a reinvestment zone because it is located in the city limits and extraterritorial jurisdiction of the City and meets the criteria in Section 311.005 of the Act; and

**WHEREAS**, the Zone No. 2 will be able to fund a significant portion of the proposed projects as listed in the attached Preliminary Project and Financing Plan; and

**WHEREAS**, the Zone No. 2 meets the other requirements of the Tax Increment Financing Act including: (a) 30 percent or less of the property in the Zone No. 2, excluding property dedicated to public use, is currently used for residential purposes; (b) the total appraised value of all taxable real property in the Zone No. 2 according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 50 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and

**WHEREAS**, the improvements in the Zone No. 2 will significantly enhance the value of all taxable real property in the Zone; and

**WHEREAS**, at the public hearing interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; and the public hearing was held in full compliance with Section 311.003(c) of the Act; and

**WHEREAS**, evidence was received and presented at the public hearing; and

**WHEREAS**, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on November 29, 2016; and

**WHEREAS**, the City has taken all actions required to create the Zone No. 2 including, but not limited to, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone.

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

#### **1. FINDINGS OF FACT**

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

## SECTION 2. ENACTMENT

Title 1, Article 1.05 and Title 1, Article 2.04 of the City of Dripping Springs Code of Ordinances is hereby added and amended so to read in accordance with Exhibit "A", which is attached hereto and incorporated into this Ordinance for all intents and purposes.

## SECTION 3. REPEALER

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

## SECTION 4. SEVERABILITY

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

## SECTION 5. CODIFICATION

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

## SECTION 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

## SECTION 7. PROPER NOTICE & MEETING

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

**PASSED & APPROVED this, the 29th day of November, 2016, by a vote of 5 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas.**

CITY OF DRIPPING SPRINGS:

by: 

Mayor Todd Purcell

Arrowhead TIRZ

TIRZ No. 2

ATTEST:

*Angelica Reyes*

Angelica Reyes, City Secretary

*EXHIBIT "A"***City of Dripping Springs****CODE OF ORDINANCES****TITLE 1: GENERAL ORDINANCES****CHAPTER 1: GENERAL PROVISIONS****ARTICLE 1.05: TAX INCREMENT FINANCING****DIVISION 2: TAX INCREMENT REINVESTMENT ZONE  
BOARD, TIRZ NO. 2****Sec. 1.05.011 Creation of Tax Increment Reinvestment Zone No. 2**

- (a) A Tax Increment Reinvestment Zone No. 2 is created in the area shown in a map designated as TIRZ No. 2 Map.
- (b) One original of TIRZ No. 2 Map shall be filed in the office of the City Secretary.
- (c) A copy of TIRZ No. 2 Map shall be filed at City Hall and available electronically on the city's website.

**Sec. 1.05.012 Designation and Name of the Zone**

- (a) Pursuant to the authority of, and in accordance with the requirements of the Tax Increment Financing Act, Chapter 311 of the Tax Code, the area depicted in TIRZ No. 2 Map is designated as a tax increment reinvestment zone.
- (b) The name assigned to the tax increment reinvestment zone for identification is Reinvestment Zone Number Two, City of Dripping Springs, Texas, Arrowhead TIRZ (referred to herein as the "Zone No. 2").

**Sec. 1.05.013 Board of Directors**

A board of directors for the Zone No. 2 (hereinafter referred to as the "Board") is hereby created consisting of seven (7) members. The board of directors will be appointed pursuant to Chapter 2, Division 8 of this code.

**Sec. 1.05.014 Duration of the Zone No. 2**

- (a) The Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act.

(b) The Zone shall terminate on December 31, 2045, or at such time, subsequent to the issuance of tax increment bonds, certificates of obligation, notes or other obligations of the Zone No. 2 (hereinafter referred to as “Obligations”) if any, that all project costs, Obligations and the interest on the Obligations have been paid in full in accordance with Section 311.017 of the Act, whichever occurs earlier. The Zone No. 2 may also be terminated by ordinance at any time.

#### **Sec. 1.05.015 Tax Increment Fund**

(a) That a tax increment fund for the Zone No. 2 (hereinafter referred to as the “TIF Fund No. 2”) is hereby established.

(b) The TIF Fund No. 2 may be divided into additional accounts and subaccounts authorized by resolution or ordinance of the City Council. The TIF Fund No. 2 shall consist of (i) the percentage of the tax increment, as defined by Section 311.012(a) of the Act, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the TIF Fund under an agreement with the City authorized by Section 311.013(f) of the Act, plus (ii) fifty percent (50%) of the City’s portion of the tax increment, as defined by Section 311.012(a) of the Act, subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment.

(c) The TIF Fund No. 2 shall be maintained in an account at the depository bank of the City and shall be secured in the manner prescribed by law for Texas cities. In addition, all revenues from the following sources shall be deposited into the TIF Fund No. 2: (i) the sale of any obligations hereafter issued by the City and secured in whole or in part from the tax increments; (ii) the sale of any property acquired as part of a tax increment financing plan adopted by the Board; (iii) other revenues dedicated to and used in the Zone No. 2.

(d) Prior to the termination of the Zone No. 2, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Act, for the Zone No. 2, to satisfy the claims of holders of Obligations for the Zone, or to pay Obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b) of the Act.

## **CHAPTER 2: GENERAL PROVISIONS**

### **ARTICLE 2.04: BOARDS, COMMISSIONS AND COMMITTEES**

#### **DIVISION 9: TAX INCREMENT REINVESTMENT ZONE BOARD, TIRZ NO. 2**

##### **Sec. 2.06.021 Organization and procedure**



(a) There is hereby created within the city a tax increment reinvestment zone board that consists of seven (7) regular board members to be filled by nomination and appointment as follows:

- (1) Five (5) board seats shall be appointed by city council;
- (2) Two (2) board member seats shall be appointed by the county commissioners court;

(b) Board member seats appointed by the county commissioners court are contingent on the county's participation in the Tax Increment Reinvestment Zone. If the county does not participate, or ceases participation, in the Tax Increment Reinvestment Zone, the board member seats in 2.06.001(a)(2) shall be filled by city council.

#### **Sec. 2.06.002 Qualifications**

All regular board members shall be at least eighteen (18) years of age and a resident of the county. Any regular board member who ceases to possess such qualifications shall automatically be deemed to have vacated their membership on the board.

#### **Sec. 2.07.003 Terms**

- (a) Initial board member appointments by city council and the county commissioners court after the effective date of this section shall be for a two (2) year term.
- (b) All appointments for regular members made after the initial appointments shall be for a term of two (2) years, except vacancies for unexpired terms, which shall be filled for the remainder of the unexpired term.

#### **Sec. 2.07.004 Duties**

The TIRZ board shall act as an advisory board to the city council in the operation and administration of the TIRZ; all action by the board is subject to city council approval. The authority and responsibility of the board expressly includes:

- (1) Make recommendations to the city council regarding the administration of this division.
- (2) Make recommendations to the city council regarding agreements that are necessary or convenient to implement the project plan and reinvestment zone financing plan.
- (3) Make recommendations to the city council regarding agreements with local governments or political subdivisions for management of the zone or implementing the project plan and reinvestment zone financing plan.
- (4) Make recommendations to the city council regarding the expenditure of TIRZ funds related to development and redevelopment of land within the zone, in conformance with the following process.
- (5) Acting as the lead entity in working with other boards and commissions regarding incentives, regulations, infrastructure and all other physical and economic development decisions related to the TIRZ district.
- (8) Providing a progress report to the city council annually, or as requested by the city council.

#### **Sec. 2.07.005 Officers**

The city council shall appoint a chair, as established in section 311.009.f of the Local Government Code, for a term of one year, beginning in January. The board may appoint other officers as it may establish in its bylaws.

**Sec. 2.07.006 Quorum**

A simple majority of the duly appointed members of the board shall constitute a quorum. In the event that a regular or specially called meeting of the board occurs without appointment of a new member (if the vacancy is that of a member), a majority of the remaining members shall constitute a quorum.

**Sec. 2.07.007 Bylaws**

The board shall write its own bylaws establishing its own rules for its regulation. Said bylaws and amendments thereto shall be filed with the city secretary.

**Sec. 2.07.008 Meetings**

The board shall hold regular monthly meetings that shall be open to the public and at a time and place to be established in its bylaws. It may also hold such other meetings as may be necessary to accomplish the purpose of its creation and as established in its bylaws. All meetings shall be public and shall conform to law.

**Sec. 2.07.009 Minutes**

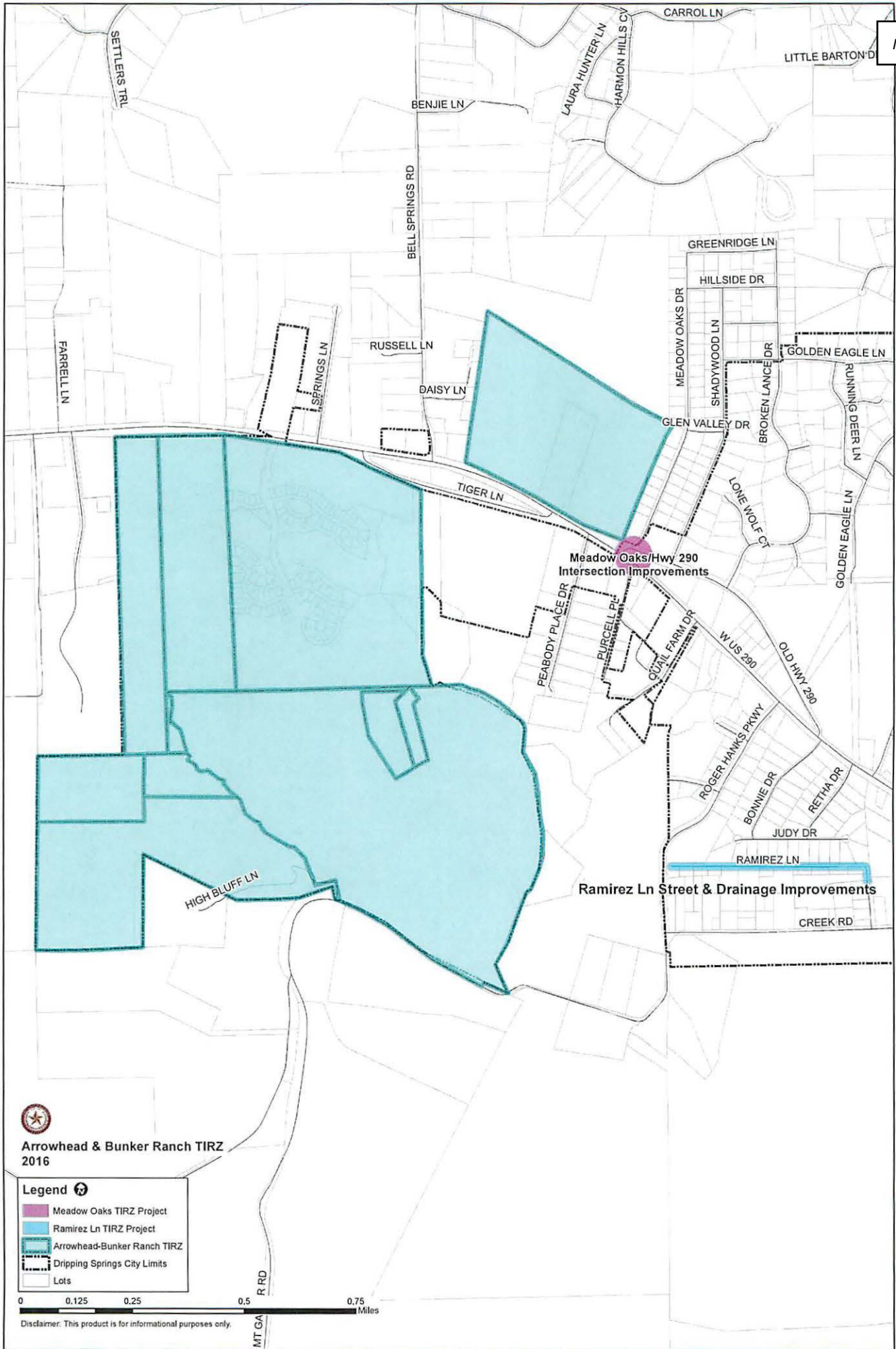
The board shall keep a record of its proceedings in a permanent book, and a signed copy of said minutes shall be given to the city secretary.

**Sec. 2.07.010 Severability**

The terms and provisions of this division shall be deemed to be severable in that, if any portion of this division shall be declared to be invalid, the same shall not affect the validity of the other provisions of this division.

**Sec. 2.07.011 Conflicts of interest**

- (a) A member of the board is not a public official by virtue of this position.
- (b) No member of the city council or the planning and zoning commission shall be eligible for a grant or assistance from the board during their tenure or for six months thereafter.



Arrowhead & Bunker Ranch TIRZ 2016

Legend

- Meadow Oaks TIRZ Project
- Ramirez Ln TIRZ Project
- Arrowhead-Bunker Ranch TIRZ
- Dripping Springs City Limits
- Lots



Disclaimer: This product is for informational purposes only.





PRELIMINARY PROJECT PLAN AND  
REINVESTMENT ZONE FINANCING  
PLAN FOR PROPOSED TAX  
INCREMENT REINVESTMENT ZONE  
NO. 2, ARROWHEAD TIRZ, CITY  
OF DRIPPING SPRINGS

NOVEMBER 8, 2016

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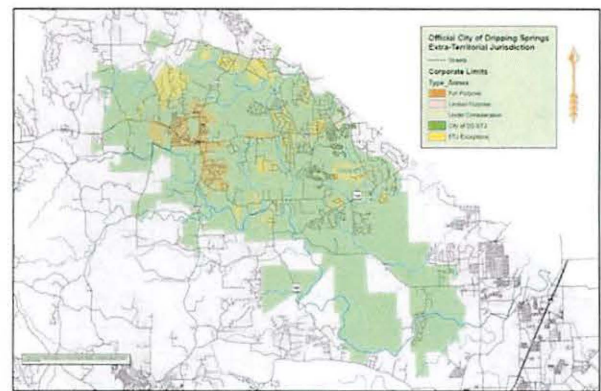
# 1. OVERVIEW

## 1.1 Background

The City of Dripping Springs (the "City") is a Texas general law municipality incorporated in 1981, located 25 miles west of Austin, Texas. Dripping Springs has an unusually large ETJ; with nearly 75,000 square acres the area expands from the city limits of Buda to the Travis County and west of Austin. The Dripping Spring ETJ encompasses a majority of the northwestern half of Hays County. The City limit and the City's Extra-Territorial Jurisdiction ("ETJ") are shown on the Map Figure 1.

According to the City's Comprehensive Plan (the "Comp Plan") adopted in 2010, the population within the city limits has grown relatively slowly in the previous 10 years. However, the ETJ and School District saw much more rapid growth. This pattern was expected to continue, although potential development in areas that would become part of the City may increase the population of the City of Dripping Springs faster than the projections indicate.

Map Figure 1- City Limit and ETJ



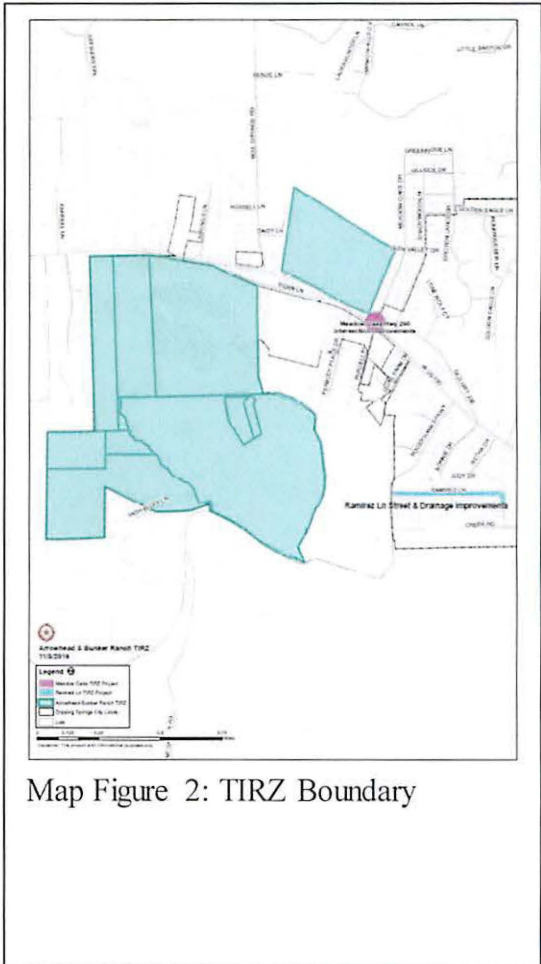
The Dripping Springs population, within its city limits, is about 1,788 although its extraterritorial jurisdiction (ETJ) is home to nearly 30,000 residents. The city offers an exceptional school system, affordable living, and proximity to Austin and San Antonio.

2. The Challenge
- a) Within the City limits, the City has land available for development, and some areas of substandard development, and the City needs additional means of planning and providing infrastructure to promote overall quality development in the area;
  - b) The City's downtown area has some dilapidated and unoccupied buildings that inhibit the City's growth;
  - c) The lack of sidewalks and the inadequacy of some streets in Dripping Springs also inhibits the growth of the City;
  - d) Low quality and/or sub-standard developments will be an ongoing
  - e) obstacle to annexation and City growth if allowed to continue

### 3. Responding to the Challenge

The City is requesting that the County and Library District participate in a Tax Increment Reinvestment Zone ("TIRZ" or "Zone") to be created over certain commercial and residential areas within the City. Map Figure 2 depicts the TIRZ Boundary and the respective areas of in-City included.

The road and drainage improvements listed, Mercer Street, Triangle, Meadow Oaks and Ramirez Lane and Mercer Street, will benefit every resident of Dripping Springs. Additionally, improvements will also benefit development in the area west of downtown by providing an area for residents of future development to participate in City activities and allow movement around the City itself and out into the greater Travis County area. These improvements are feasible and practical and will benefit the area included in the TIRZ.



The proposed TIRZ would afford the opportunity for the City to plan and prepare for the provision of public infrastructure to areas within its city, including street and drainage improvements, Mercer Streetscape improvements, Triangle/US 290/RR12 area road and drainage improvements, Public Parking downtown, and other road and drainage improvements.

The TIRZ is one layer of funding to help leverage additional funding sources for city improvements. Creating a TIRZ with identified projects is an effective method to communicate to the public and the development community the city's key areas for investment and targeted growth.



Town Center Concept Sketch Model



The City is experiencing and will continue to experience rapid growth. The City may need to update its land development code as it relates to the Town Center area in order to foster the development types that support the City's future goals. A detailed look at natural attributes, infrastructure, development trends, targeted development areas and the comprehensive plan should be evaluated to determine the new code requirements.

The City desires to maximize and preserve the taxable value of land and improvements in its City Limits. Residents understand that maintaining their property values depends in no small part on the areas inside the City and adjacent to the City developing to the highest standards.

If this opportunity is missed, the City will continue to be hampered and will remain unable to provide the full array of city services and roads to areas to promote development inside the City limits. But for the creation of the TIRZ this area is not likely to attract and maintain private investment sufficient or timely enough to provide the public improvements proposed.

## 2. PRELIMINARY PROJECT PLAN

This Preliminary Project Plan and Reinvestment Zone Financing Plan (“The Plan”) has been prepared in accordance with the requirements of Chapter 311.011 of the Texas Tax Code and outlines the improvements to be funded and implemented by the proposed Tax Increment Reinvestment Zone Number 2, Arrowhead TIRZ, Dripping Springs, Texas.

Benefits to local taxing jurisdictions and tax payers and furtherance of the City's goals to be accomplished by the TIRZ include the following:

City of Dripping Springs	Hays County	Library District
<ul style="list-style-type: none"> <li><input type="checkbox"/> Provides ability to influence quality, timing, and type of development inside the City.</li> <li><input type="checkbox"/> Affords ability for planned, interconnected, efficient design and construction of roads, drainage and infrastructure</li> <li><input type="checkbox"/> Enhances the City's tax base</li> <li><input type="checkbox"/> Provides cost-sharing opportunities with County participation for projects in the ETJ</li> <li><input type="checkbox"/> Provides tool to partner with private developers to construct improvements</li> </ul>		<ul style="list-style-type: none"> <li><input type="checkbox"/> Provides a site for a 30,000 sq feet building for a future library</li> <li><input type="checkbox"/> Provides interconnected roads and parking for access to the library building</li> </ul>

The TIRZ as proposed will allow the City, County, and Library to partner with each other for public improvements each may have planned for the area. The City believes that a TIRZ is the best mechanism by which to partner with the County and also with private sector developers to plan, fund, and construct the needed improvements over the long-range time horizon such an ambitious undertaking might require. The City, County, and Library will be able to fund a large building site for a building with city services and a new 30,000 sq foot library building.

Through the TIRZ, the City, County, and Library can both maximize the value of the ETJ to the benefit of their respective voters and citizens, as well as contribute to the community cohesion that comes with planned development. Developers seeking to partner with the TIRZ will be required to petition for annexation into the City if requested by the City. This performance driven structure will shift the cost and risk of construction to the private sector, with repayment coming out of new growth resulting from the infrastructure provided.

1. Changes to Municipal Ordinances Required 311.011(b)(2))

Some changes to the development code for the Town Center area could be needed to fully

complete the needed projects. Other than these changes and the ordinance changes that will be required by the annexation and zoning of properties currently in the ETJ, there are no other contemplated changes to the City's Code of Ordinances or Master Plan.

2. Non-Project Costs (311.011(b)(3))

Non-Project Costs will consist of unreimbursed costs of public rights-of way, utility upgrades, street relocation cost, technology investment, public open space improvements, and other private investment. The projects which are expected to result from the TIRZ major infrastructure improvements consist of private investment in various development projects which will include internal infrastructure such as internal roads, water, sewer, and drainage facilities, along with the private development. The total value of such projects can reasonably be projected to total more than ten million dollars (\$10,000,000) at TIRZ end based on the current development plans.

3. PRELIMINARY REINVESTMENT ZONE FINANCING PLAN

The TIRZ is intended to provide a funding and/or reimbursement mechanism for major public infrastructure to provide roadways and public utilities to un-served properties within the Zone, along with various landscape, beautification and urban design components. The comprehensive and long-term nature of the project will promote stability, and sustainable commercial, residential, retail and light industrial opportunities in an area that is currently underutilized and undervalued. The TIRZ may fund all or a portion of the eligible projects.

3.1 Estimated Project Cost Description (311.011(c)(1))

The project costs below comply with the categories established in Section 311.02 of the Texas Tax Code. The dollar amounts are approximate estimates based on assumptions of how the land may develop and are expressed in year 2016 dollars. Project Costs may be adjusted to actual development plans, bid costs and/or for inflation. Projects will be undertaken and paid for as funds are available from increment or other sources. The intent is to complete as many of the projects as can be funded from tax increment revenues notwithstanding whether the costs or tax increments exceed the estimates herein, and costs may be moved among line items.

Project Description	Project Cost Estimate <sup>1</sup>	Projected Proportionate Cost
Capital Projects Roads and Drainage	\$6,700,000	\$2,115,000
Civic Facilities City Hall	\$2,500,000	\$625,000
Public Parking Downtown	\$150,000	\$37,500
Professional Fees for Creation of Zone	\$65,000	\$65,000
<b>Total Estimated Project Costs</b>	<b>\$9,415,000</b>	<b>\$2,842,500</b>

<sup>1</sup> TIRZ # 1 will partially fund the projects listed above that also benefit that area.

In addition to the projects described above, the following categories established in Section 311.2(1) of the Texas Tax Code as eligible project costs will be considered eligible project costs. The TIRZ will fund project costs at the discretion and approval of the Board of Directors of the TIRZ. And, when appropriate and practicable, the TIRZ will consider which categories are eligible for financing projects, such as:

- *Capital Projects* related to demolition, environmental abatement, and remediation including site work and fill, necessary to prepare sites and existing structures for new use.
- *Land Costs* associated with property formally conveyed to the public in conjunction with the implementation of projects otherwise eligible for reimbursement may also be eligible for reimbursement.
- *Matching Funds* may be contributed in support of local, state, federal or other capital improvements programs that benefit the project and the region.
- *Streetscape, Gateways, Parks, and Community Facilities* that enhance or serve the existing and future development. These may include, but are not limited to, lighting, walks, landscaping and related street furniture, greenbelts and paths, trails, parks, outdoor pavilions, non-profit community and arts space, and recreational/sports facilities.
- *Professional Services* incurred for architectural, planning, engineering, legal, landscape architecture, financial, marketing, public relations, management, leasing, bookkeeping, tax role verification, environmental, archaeological, and other services and advice necessary to a project.
- *Financing Costs* related to developer's interest, city interest, and financing interest, legal fees, underwriter's fees, brokerage charges, transfer or placement charges, premium and fees paid for loans, credit enhancement fees, notes, bonds or other instruments of credit issued to pay for project costs.
- *Operational Expenses* as may be necessary to provide for the proper administration of the Zone, operation of Zone facilities and services provided therein, over the life of the TIRZ.

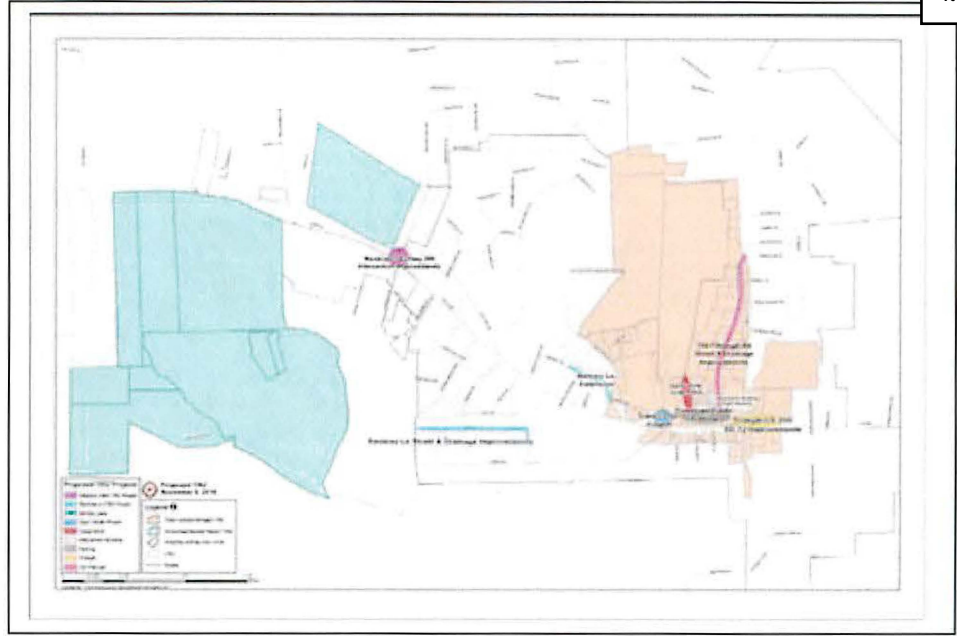
3.2 Kind, Number and Location of Proposed Public Improvements

(311.011(c)(2))Proposed public improvements include drainage, roadways , and various facilities. The majority of the roadways and public facilities, including roadways, city hall, and parking, will be located in the City. Urban design components may also be within the City limits. The map below indicates the probable location of the listed improvements; however, final alignments will be determined at the time of design. Public infrastructure improvements

and civic facilities will be considered eligible projects anywhere within the Zone.

**3. Economic Feasibility (311.011(c)(3))**

Currently, the projected cost estimates for the projects benefitting the Arrowhead TIRZ No. 2 are \$2,842,500. This estimate does not include the administrative expenses of running the TIRZ, but do include the expenses in creating the TIRZ. Using 50% of the



incremental increase of the Tax Rate of \$.17, \$.085, after thirty (30) years, the expected amount in the Tax Increment Fund will be conservatively estimated at \$2,806,735. Thus, the TIRZ with a 50% of the increment, currently at \$.085, the TIRZ will be able to fund a majority of the projected estimated costs. See Attachment "A".

**4. Estimate of Bonded Indebtedness To Be Incurred (311.011(c)(4))**

Bonds, notes or other obligations may be issued to yield net proceeds sufficient to pay all or a portion of the eligible project costs and related professional fees that are currently estimated at, but are not limited to, \$2,806,735. The City, at its sole discretion, may issue or cause to be issued bonds, notes, or other obligations secured by tax increment revenues, the proceeds of which could be used to pay for or reimburse Project Costs, including public improvements, capitalized interest, professional fees, developer interest and costs of issuance of the bonds.

**5. Estimated Time When Monetary Obligations Are To Be Incurred (311.011(c)(S))**

The TIRZ will initially incur monetary obligations only after the completion, inspection and acceptance by the City of the eligible public improvements or as detailed in Developer Reimbursement Agreements to be executed between the TIRZ and developers. Since the buildout horizon for TIRZ improvements will be market driven, it is anticipated that the completion of the infrastructure will take a minimum of ten years. Bond issuance will occur at appropriate times as determined by the City and the City's Financial Advisor. Project Costs, administrative costs, and costs related to the creation and organization of the TIRZ may be paid from the issuance of bonds or directly from tax increment revenue.

**6. Methods and Sources of Financing (311.011(c)(6))**

The primary sources of revenue will be the ad valorem property taxes generated on the annual increment value above the base year value. The table below shows the expected participation rates of the City and County.

TIRZ Length	\$.10	\$.085	\$.05
-------------	-------	--------	-------

20 years	\$2,468,219	\$2,042,991	\$1,050,792
25 years	\$2,986,508	\$2,474,092	\$1,278,452
30 years	\$3,387,467	\$2,806,735	\$1,451,695

To ensure timely construction of public improvements, pay-as-you-go and other various methods off financing may be utilized. These include:

- *Tax Increment Bonds or Notes.* As allowed by annual incremental increases in Zone assessed value, tax-exempt tax increment bonds or notes may be issued to fund improvements.
- *Direct Reimbursements.* Projects that are closely related to particular private development projects or public infrastructure programs of public agencies, municipalities, and authorities may be financed through reimbursement agreements with a developer, public agency, municipality, or authority using a direct payment annually from the TIRZ increment fund .
- *Other private financing.* Some projects may be financed on a short-term basis through private financial institutions.
- *Grants/Other Public Funds.* To the extent permitted by law, efforts will be made to leverage TIRZ funds with other public funds and economic development tools.

**7. Current Appraised Value of Taxable Real Property (311.011(c)(7))**

Based upon the 2016 Hays County Appraisal District certified tax roll, the base year value of the proposed TIRZ will be \$14,625,030.00.

**8. Estimated Captured Appraised Value By Year (311.011(c)(8))**

The table on the following page shows the Captured Appraised Value and the resulting revenue from the City and County for the duration of the Zone.

**9. Duration of Zone (311.011(c)(9))**

The Zone is being proposed for a twenty-five (25) year period, with the final payment of increment being made on values and at rates for 2039, which revenue may be paid in 2041. Therefore, the Zone will terminate for purposes of collection on December 31, 2041.

**Captured Appraised Value- City**

TIRZ #2 Increment	Tax Year	TIRZ #2 Base	Projected Incremental Tax Base Subject to Capture	TOTAL Projected Assessed Valuation
Base	2016	\$ 14,625,030	\$ -	\$ 14,625,030
1	2017	14,625,030	5,186,104	19,811,134
2	2018	14,625,030	22,386,888	37,011,918
3	2019	14,625,030	57,712,693	72,337,663
4	2020	14,625,030	101,223,166	115,848,196
5	2021	14,625,030	146,451,035	161,076,065
6	2022	14,625,030	199,447,530	208,072,560
7	2023	14,625,030	242,265,304	256,890,334
8	2024	14,625,030	276,077,187	290,702,217
9	2025	14,625,030	303,599,466	318,224,496
10	2026	14,625,030	332,158,298	346,783,328
11	2027	14,625,030	352,301,389	366,926,419
12	2028	14,625,030	363,491,031	378,116,061
13	2029	14,625,030	363,491,031	378,116,061
14	2030	14,625,030	363,491,031	378,116,061
15	2031	14,625,030	363,491,031	378,116,061
16	2032	14,625,030	363,491,031	378,116,061
17	2033	14,625,030	363,491,031	378,116,061
18	2034	14,625,030	363,491,031	378,116,061
19	2035	14,625,030	363,491,031	378,116,061
20	2036	14,625,030	363,491,031	378,116,061
21	2037	14,625,030	363,491,031	378,116,061
22	2038	14,625,030	363,491,031	378,116,061
23	2039	14,625,030	363,491,031	378,116,061
24	2040	14,625,030	363,491,031	378,116,061
25	2041	14,625,030	363,491,031	378,116,061
26	2042	14,625,030	363,491,031	378,116,061
27	2043	14,625,030	363,491,031	378,116,061
28	2044	14,625,030	363,491,031	378,116,061
29	2045	14,625,030	363,491,031	378,116,061
30	2046	14,625,030	363,491,031	378,116,061

**COST ESTIMATES FOR POTENTIAL TIRZ PROJECTS IN DOWNTOWN TIRZ**

(Note: These estimates are not based on plans and specifications nor a detailed scope of work; they represent rough orders of magnitude; Potential Proportionate Cost based on current and future development is also projected)

- 1. Mercer Streetscape Improvements - Street, drainage, street trees, way finding signage, street lighting and sidewalk improvements.

Estimated Cost = \$5,400,000                      Proportionate Cost: \$1,350,000

- 2. Triangle/US 290/RR12 area road and drainage improvements to enhance development

Estimated Cost = \$500,000                      Proportionate Cost: \$125,000

- 3. City Hall site acquisition and building

Estimated Cost = \$2,500,000                      Proportionate Cost: \$625,000

- 4. Public Parking in downtown area to enhance economic development

Estimated Cost = \$150,000                      Proportionate Cost: \$37,500

- 5. Ramirez Lane Street and Drainage Improvements to enhance property values

Estimated Cost = \$350,000                      Proportionate Cost: \$280,000

- 6. Meadow Oaks/US 290 intersection relocation and improvement to enhance traffic safety

Estimated Cost = \$450,000                      Proportionate Cost: \$360,000

**Total Estimated \$ 9,350,000                      Total Estimated Proportionate Cost: \$2,777,500**



## ATTACHMENT "A" ECONOMIC FEASIBILITY

City of Dripping Springs, Texas														DRAFT FOR DISCUSSION PURPOSES ONLY	
Tax Increment Reinvestment Zone No. 2 (Arrowhead/Bunker Ranch Area)															
Incremental Revenue Analysis - City Only															
TRZ #2 Increment Year	Tax Year	TRZ #2 Base	Projected Incremental Tax Base Subject to Capture	TOTAL Projected Assessed Valuation	TOTAL Tax Levy at 2016 Tax Rate	Tax Collections Delinquencies Other	Total Net Tax Collections	Tax Collections on Base Value	Tax Collections on Incremental Value	City TRZ #2 Participation at 50.18%	TRZ Admin Expense	Projected Net TRZ #2 Revenue	TRZ #2 Revenue Discounted at 5%	City Recoverd Taxes (General Fund)	
Base	2016	14,625,030	\$	14,625,030	\$ 24,863	\$ 24,863	\$ 24,365	\$ 24,365	\$	\$	\$	\$	\$	\$	
1	2017	14,625,030	5,106,104	19,811,134	33,679	674	33,005	24,365	8,640	5,082	25,000	(19,918)	(18,969)	3,558	
2	2018	14,625,030	22,386,888	37,011,918	62,920	1,258	61,662	24,365	37,297	21,939	25,500	(3,561)	(3,230)	15,357	
3	2019	14,625,030	57,712,633	72,337,663	122,974	2,459	120,515	24,365	96,149	56,554	26,010	30,540	26,389	39,591	
4	2020	14,625,030	101,223,166	115,848,196	196,942	3,939	193,003	24,365	168,638	99,199	26,530	72,649	59,785	69,439	
5	2021	14,625,030	146,451,035	161,076,065	273,829	5,477	268,353	24,365	243,987	143,522	27,061	116,461	91,250	100,465	
6	2022	14,625,030	193,447,530	208,072,560	353,723	7,074	346,649	24,365	322,284	189,579	27,602	161,977	120,869	132,703	
7	2023	14,625,030	242,265,304	256,890,334	436,714	8,734	427,979	24,365	403,614	237,420	28,254	209,264	148,721	166,194	
8	2024	14,625,030	276,077,187	290,702,217	494,194	9,884	484,310	24,365	459,945	270,556	29,717	241,839	163,686	189,389	
9	2025	14,625,030	303,599,466	318,224,496	540,882	10,810	530,072	24,365	505,707	297,527	29,791	268,236	172,907	202,269	
10	2026	14,625,030	332,158,298	346,783,328	589,532	11,791	577,741	24,365	553,376	325,515	29,677	295,638	181,496	227,861	
11	2027	14,625,030	352,301,389	366,926,419	623,775	12,475	611,299	24,365	586,934	345,255	30,475	314,781	184,046	241,679	
12	2028	14,625,030	363,491,031	378,116,061	642,797	12,856	629,941	24,365	605,576	356,221	31,084	325,137	181,048	249,355	
13	2029	14,625,030	363,491,031	378,116,061	642,797	12,856	629,941	24,365	605,576	356,221	31,706	324,515	172,097	249,355	
14	2030	14,625,030	363,491,031	378,116,061	642,797	12,856	629,941	24,365	605,576	356,221	32,340	323,881	163,582	249,355	
15	2031	14,625,030	363,491,031	378,116,061	642,797	12,856	629,941	24,365	605,576	356,221	32,987	323,234	155,481	249,355	
16	2032	14,625,030	363,491,031	378,116,061	642,797	12,856	629,941	24,365	605,576	356,221	33,647	322,575	147,775	249,355	
17	2033	14,625,030	363,491,031	378,116,061	642,797	12,856	629,941	24,365	605,576	356,221	34,320	321,902	140,445	249,355	
18	2034	14,625,030	363,491,031	378,116,061	642,797	12,856	629,941	24,365	605,576	356,221	35,006	321,215	133,472	249,355	
19	2035	14,625,030	363,491,031	378,116,061	642,797	12,856	629,941	24,365	605,576	356,221	35,706	320,515	126,839	249,355	
20	2036	14,625,030	363,491,031	378,116,061	642,797	12,856	629,941	24,365	605,576	356,221	36,420	319,801	120,530	249,355	
21	2037	14,625,030	363,491,031	378,116,061	642,797	12,856	629,941	24,365	605,576	356,221	37,149	319,073	114,529	249,355	
22	2038	14,625,030	363,491,031	378,116,061	642,797	12,856	629,941	24,365	605,576	356,221	37,892	318,330	108,821	249,355	
23	2039	14,625,030	363,491,031	378,116,061	642,797	12,856	629,941	24,365	605,576	356,221	38,649	317,572	103,392	249,355	
24	2040	14,625,030	363,491,031	378,116,061	642,797	12,856	629,941	24,365	605,576	356,221	39,422	316,799	98,229	249,355	
25	2041	14,625,030	363,491,031	378,116,061	642,797	12,856	629,941	24,365	605,576	356,221	40,211	316,010	93,319	249,355	
26	2042	14,625,030	363,491,031	378,116,061	642,797	12,856	629,941	24,365	605,576	356,221	41,015	315,206	88,649	249,355	
27	2043	14,625,030	363,491,031	378,116,061	642,797	12,856	629,941	24,365	605,576	356,221	41,835	314,386	84,208	249,355	
28	2044	14,625,030	363,491,031	378,116,061	642,797	12,856	629,941	24,365	605,576	356,221	42,671	313,549	79,984	249,355	
29	2045	14,625,030	363,491,031	378,116,061	642,797	12,856	629,941	24,365	605,576	356,221	43,526	312,696	75,968	249,355	
30	2046	14,625,030	363,491,031	378,116,061	642,797	12,856	629,941	24,365	605,576	356,221	44,396	311,825	72,169	249,355	
					\$ 15,967,275	\$ 119,345	\$ 15,647,929	\$ 755,324	\$ 14,892,605	\$ 8,760,354	\$ 1,014,202	\$ 7,746,154	\$ 3,387,467	\$ 6,132,249	



FINAL PROJECT PLAN AND  
REINVESTMENT ZONE FINANCING  
PLAN FOR PROPOSED TAX  
INCREMENT REINVESTMENT ZONE  
NO. 2, ARROWHEAD TIRZ, CITY  
OF DRIPPING SPRINGS

DECEMBER 13, 2016

## 1. OVERVIEW

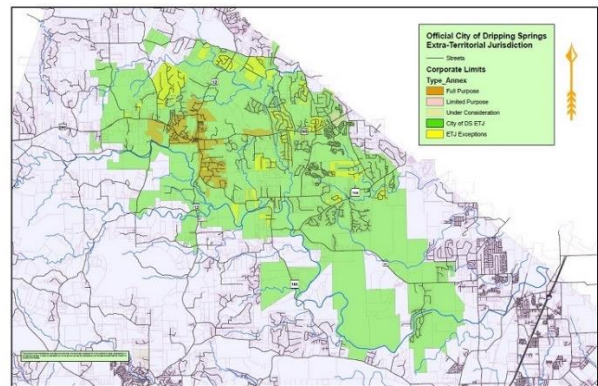
### 1.1 Background

The City of Dripping Springs (the “City”) is a Texas general law municipality incorporated in 1981, located 25 miles west of Austin, Texas. Dripping Springs has an unusually large Extra-Territorial Jurisdiction; with nearly 75,000 square acres the area expands from the city limits of Buda to Travis County and west of Austin. The Dripping Spring ETJ encompasses a majority of the northwestern half of Hays County. The City Limits and the City’s ETJ are below in the *Map Figure 1*.

According to the City's Comprehensive Plan (the “Comp Plan”) adopted in 2016, the population within the city limits has grown relatively slowly in the previous 10 years. However, the ETJ and School District saw much more rapid growth. This pattern was expected to continue, although potential development in areas that would become part of the City may increase the population of the City of Dripping Springs faster than the projections indicate.

The Dripping Springs population, within its city limits, is about 1,900 although its extraterritorial jurisdiction (ETJ) is home to nearly 30,000 residents. The city offers an exceptional school system and proximity to Austin and San Antonio.

Map Figure 1- City Limit and ETJ



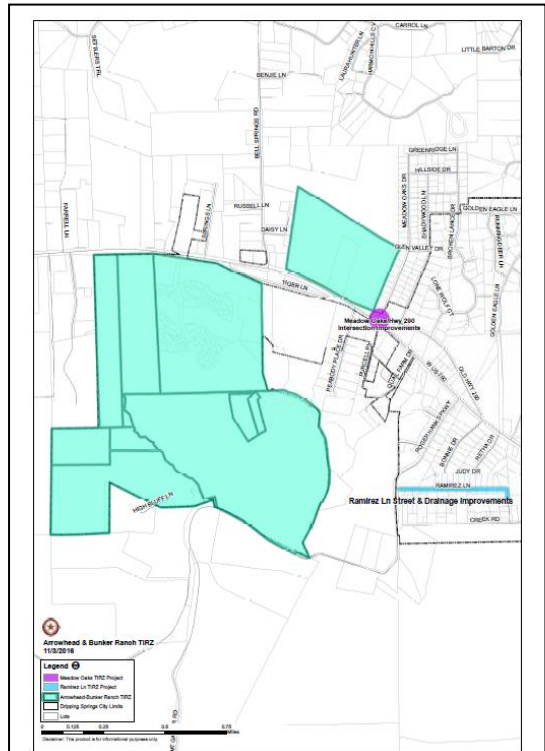
2. The Challenge

- a) Within the City Limits, the City has land available for development, in addition to areas of substandard development. The City needs additional means of planning and providing infrastructure to promote overall quality development in the area;
- b) The City’s downtown has dilapidated and unoccupied buildings that inhibit the City’s growth;
- c) The lack of sidewalks and the inadequacy of certain streets in Dripping Springs also inhibits the growth of the City; and
- d) Low quality and/or sub-standard developments will be an ongoing obstacle to annexation and City growth if allowed to continue.

3. Responding to the Challenge

The City is requesting that the County participate in a Tax Increment Reinvestment Zone (“TIRZ” or “Zone”) to be created over certain commercial and residential areas within the City. *Map Figure 2* depicts the TIRZ Boundary and the respective areas of in-City included.

The road and drainage improvements listed, Mercer Street, Triangle, Meadow Oaks and Ramirez Lane, will benefit every resident of Dripping Springs. Additionally, improvements will also benefit development in the area west of downtown by providing an area for residents of future development to participate in City activities and allow movement around the City itself and out into the greater Travis County area. These improvements are feasible and practical and will benefit the area within the TIRZ boundary.



Map Figure 2: TIRZ Boundary

The proposed TIRZ would afford the opportunity for the City to plan and prepare for the provision of public infrastructure to areas within its City Limits, including street and drainage improvements, Town Center improvements, Triangle/US 290/RR12 area road and drainage improvements, Public Parking downtown, and other road and drainage improvements.

The TIRZ is one layer of funding to help leverage additional funding sources for city improvements. Creating a TIRZ with identified projects is an effective method to communicate to the public and the development community the city's key areas for investment and targeted growth.

#### Town Center Concept Sketch Model



The City is experiencing and will continue to experience rapid growth. The City may need to update its land development code as it relates to the Town Center area in order to foster the development types that support the City's future goals. A detailed look at natural attributes, infrastructure, development trends, targeted development areas and the comprehensive plan should be evaluated to determine the new code requirements.

The City desires to maximize and preserve the taxable value of land and improvements in its City Limits. Residents understand that maintaining their property values depends in no small part on high quality development within the City Limits and ETJ.

If this opportunity is missed, the City will be unable to provide the full array of city services and roads to promote development inside the City Limits. But for the creation of the TIRZ this area is not likely to attract and maintain private investment sufficient or timely enough to provide the proposed public improvements.

## **2. FINAL PROJECT PLAN**

This Preliminary Project Plan and Reinvestment Zone Financing Plan ("The Plan") has been prepared in accordance with the requirements of Chapter 311.011 of the Texas Tax Code

and outlines the improvements to be funded and implemented by the proposed Tax Increment Reinvestment Zone Number 2, Arrowhead TIRZ, Dripping Springs, Texas.

There are several key projects identified to help the city reach its real development potential Downtown and getting to Downtown through transportation projects. These projects involve the important aspects needed to create solid framework for a successful eighteen hour downtown that is accessible to all residents.

**Town Center:**

The Town Center Concept is the foundation of the TIRZ creation. The town center is the catalyst project that would spur new development downtown and increase the value of properties West of downtown who will often need to commute through downtown to reach employment and recreational activities in downtown Dripping Springs or in Austin. The timing of the town center is important to all of the parties involved in the project. Due to rapid population growth, the City, Library, and DSISD are all looking for new facilities. The idea to co-locate the various entities into a shared facility is a cost effective way to design civic services. This project will include downtown parking, city hall site acquisition and building a new civic building as a portion of the Town Center.

When creating a new town center in an existing historic environment, it’s important to understand and respect the character of the town. Most importantly, we must be sensitive to the area being studied to house the newly created district.

**Transportation Improvements:**

**Mercer Street and Old Fitzhugh Road:**  
The newly constructed benches and sidewalks on Mercer Street are a great start to creating a downtown sense of place. The next series of downtown investments identified in the TIRZ Project Plan are the redesign and construction of Mercer Street and Old Fitzhugh Road to create the Town Center. These two streets are the most important streets within the historic downtown. The street designs for these streets are critical to the success of the downtown. They must be designed in partnership with the targeted development patterns along these streets. In order to achieve the ideal street and development type, the City must update its development regulations within this Zone.



Photo Credit: Around Dripping Springs

**Meadow Oaks and Ramirez Lane**  
Upgrades to these roads will assist developments west of downtown to be able to offer increased access to downtown and Austin. Meadow Oaks will improve the drive through 290, the major highway in Dripping Springs. Ramirez Lane improvements will also increase access to downtown from developments to the West.

Based on the existing street layout and the disconnected street pattern in new developments, connectivity is a serious challenge for the city. Providing new and alternative connections are addressed in the TIRZ Project Plan. The following projects will help connect neighborhoods:

1. Eastern extension of Benney Lane to Parade;
2. Roger Hanks Parkway;
3. Garza Road ROW (North Street) connect Mercer to Heritage Subdivision;
4. 290 at Meadow Oaks; and
5. Ramirez Lane.

**Drainage:**

Stormwater upgrades are necessary on the corner of RR12 and HWY 290 and at Ramirez Lane. This project is identified in the Project Plan to help spur development in this area and solve a regional stormwater issue.

**Benefits to All Taxing Units**

The TIRZ as proposed will allow the City, County, and Library to partner with each other for public improvements each may have planned for the area. The City believes that a TIRZ is the best mechanism by which to partner with the County and also with private sector developers to plan, fund, and construct the needed improvements over the long-range time horizon such an ambitious undertaking might require. The City, County, and Library will be able to fund a large building site for a building complex with city services and a new 30,000 sq foot library building.

Through the TIRZ, the City, County, and Library can both maximize the value of the ETJ to the benefit of their respective voters and citizens, as well as contribute to the community cohesion that comes with planned development. Developers seeking to partner with the TIRZ will be required to petition for annexation into the City if requested by the City. This performance driven structure will shift the cost and risk of construction to the private sector, with repayment coming out of new growth resulting from the infrastructure provided.

1. Changes to Municipal Ordinances Required 311.011(b)(2))

Some changes to the development code for the Town Center area could be needed to fully complete the projects. Other than these changes and the ordinance changes that will be required by the annexation and zoning of properties currently in the ETJ, there are no other contemplated changes to the City’s Code of Ordinances or Comp Plan.

2. Non-Project Costs (311.011(b)(3))

Non-Project Costs will consist of unreimbursed costs of public rights-of way, utility upgrades, street relocation cost, technology investment, public open space improvements, and other private investment. The projects, which are expected to result from the TIRZ major infrastructure improvements, consist of private investment in various development projects which will include internal infrastructure such as roads, water, sewer, and drainage facilities, along with the private development. The total value of such projects can reasonably be projected to total more than thirty-two million dollars (\$32,000,000) at TIRZ end.

**3. REINVESTMENT ZONE FINANCING PLAN**

The TIRZ is intended to provide a funding and/or reimbursement mechanism for major public infrastructure to provide roadways and public utilities to un-served properties within the Zone, along with various landscape, beautification and urban design components. The comprehensive and long-term nature of the project will promote stability, and sustainable commercial, residential, retail and light industrial opportunities in an area that is currently underutilized and undervalued. The TIRZ may fund all or a portion of the eligible projects.

3.1 Estimated Project Cost Description (311.011(c)(1))

The project costs below comply with the categories established in Section 311.002 of the Texas Tax Code. The dollar amounts are approximate estimates based on assumptions of how the land may develop and are expressed in year 2016 dollars. Project Costs may be adjusted to actual development plans, bid costs and/or for inflation. Projects will be undertaken and paid for as funds are available from increment or other sources. The intent is to complete as many of the projects as can be funded from tax increment revenues notwithstanding whether the costs or tax increments exceed the estimates herein, and costs may be moved among line items.

Project Description	Project Cost Estimate <sup>1</sup>	Projected Proportionate Cost
Capital Projects Roads and Drainage	\$6,700,000	\$2,115,000
Civic Facilities City Hall as portion of Town Center Public Parking Downtown	\$2,500,000  \$150,000	\$625,000 \$37,500
Professional Fees for Creation of Zone	\$65,000	\$65,000
<b>Total Estimated Project Costs</b>	<b>\$9,415,000</b>	<b>\$2,842,500</b>

In addition to the projects described above, the following categories established in Section 311.2(1) of the Texas Tax Code as eligible project costs will be considered eligible project costs. The TIRZ will fund project costs at the discretion and approval of the Board of Directors of the TIRZ. And, when appropriate and practicable, the TIRZ will consider which categories are eligible for financing projects, such as:

- *Capital Projects* related to demolition, environmental abatement, and remediation

<sup>1</sup> TIRZ # 1 will partially fund the projects listed above that also benefit that area.

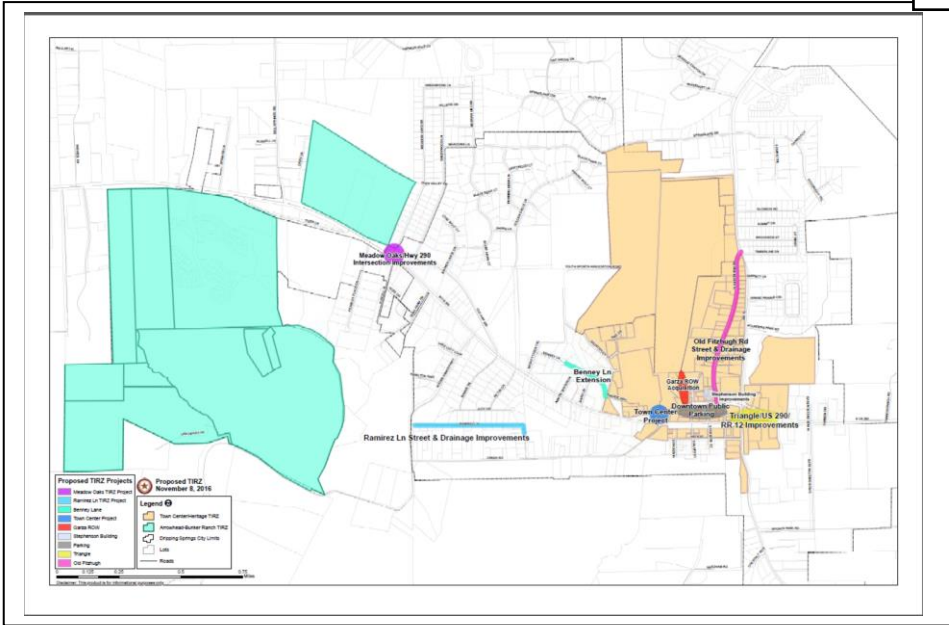


- including site work and fill, necessary to prepare sites and existing structures for new use.
- *Land Costs* associated with property formally conveyed to the public in conjunction with the implementation of projects otherwise eligible for reimbursement may also be eligible for reimbursement.
  - *Matching Funds* may be contributed in support of local, state, federal or other capital improvements programs that benefit the project and the region.
  - *Streetscape, Gateways, Parks, and Community Facilities* that enhance or serve the existing and future development. These may include, but are not limited to, lighting, sidewalks, landscaping and related street furniture, greenbelts and paths, trails, parks, outdoor pavilions, non-profit community and arts space, and recreational/sports facilities.
  - *Professional Services* incurred for architectural, planning, engineering, legal, landscape architecture, financial, marketing, public relations, management, leasing, bookkeeping, tax role verification, environmental, archaeological, and other services and advice necessary to a project.
  - *Financing Costs* related to developer's interest, city interest, and financing interest, legal fees, underwriter's fees, brokerage charges, transfer or placement charges, premium and fees paid for loans, credit enhancement fees, notes, bonds or other instruments of credit issued to pay for project costs.
  - *Operational Expenses* as may be necessary to provide for the proper administration of the Zone, operation of Zone facilities and services provided therein, over the life of the TIRZ.

### 3.2 Kind, Number and Location of Proposed Public Improvements (311.011(c)(2))

Proposed public improvements include drainage, roadways, and various facilities. The majority of these improvements, including roadways, city hall as portion of Town Center, and parking, will be located in the City. Urban design components may also be within the City Limits. The map below indicates the probable location of the listed improvements; however, final alignments will be determined at the time of design. Public infrastructure improvements and civic facilities will be considered eligible projects anywhere within the Zone.

Map Figure 3-  
Location of  
Proposed  
Projects in TIRZ  
#1 and TIRZ #2



**3. Economic Feasibility (311.011(c)(3))**

Currently, the projected cost estimates for the projects benefitting the Arrowhead TIRZ No. 2 are \$2,842,500. This estimate does not include the administrative expenses of running the TIRZ, but do include the expenses in creating the TIRZ. Using 50% of the incremental increase of the Tax Rate of \$.17, \$.085, after thirty (30) years, the expected amount in the Tax Increment Fund will be conservatively estimated at \$2,806,735. Thus, the TIRZ with a 50% of the increment, currently at \$.085, the TIRZ will be able to fund a majority of the projected estimated costs. See Attachment “A”.

**4. Estimate of Bonded Indebtedness To Be Incurred (311.011(c)(4))**

Bonds, notes or other obligations may be issued to yield net proceeds sufficient to pay all or a portion of the eligible project costs and related professional fees that are currently estimated at, but are not limited to, \$2,806,735. The City, at its sole discretion, may issue or cause to be issued bonds, notes, or other obligations secured by tax increment revenues, the proceeds of which could be used to pay for or reimburse Project Costs, including public improvements, capitalized interest, professional fees, developer interest and costs of issuance of the bonds.

**5. Estimated Time When Monetary Obligations Are To Be Incurred (311.011(c)(S))**

Since the build-out horizon for TIRZ improvements will be market driven, it is anticipated that the completion of the infrastructure will take a minimum of five years, although some projects may be started within the first two years in anticipation of the increase in TIRZ Funds. Bond issuance will occur at appropriate times as determined by the City and the City’s Financial Advisor. Project Costs, administrative costs, and costs related to the creation and organization of the TIRZ may be paid from the issuance of bonds or directly from tax increment revenue.

**6. Methods and Sources of Financing (311.011(c)(6))**

The primary sources of revenue will be the ad valorem property taxes generated on the annual increment value above the base year value. The City has adopted an increment of 50% or

\$.085 for a period of 30 years. This participation will create an estimated fund of \$2,806,735 in 30 years.

To ensure timely construction of public improvements, pay-as-you-go and other various methods of financing may be utilized. These include:

- *Tax Increment Bonds or Notes.* As allowed by annual incremental increases in Zone assessed value, tax-exempt tax increment bonds or notes may be issued to fund improvements.
- *Direct Reimbursements.* Projects that are closely related to particular private development projects or public infrastructure programs of public agencies, municipalities, and authorities may be financed through reimbursement agreements with a developer, public agency, municipality, or authority using a direct payment annually from the TIRZ increment fund.
- *Other private financing.* Some projects may be financed on a short-term basis through private financial institutions.
- *Grants/Other Public Funds.* To the extent permitted by law, efforts will be made to leverage TIRZ funds with other public funds and economic development tools.

#### **7. Current Appraised Value of Taxable Real Property (311.011(c)(7))**

Based upon the 2016 Hays County Appraisal District certified tax roll, the base year value of the proposed TIRZ will be \$14,625,030.00.

#### **8. Estimated Captured Appraised Value By Year (311.011(c)(8))**

The table on the following page shows the Captured Appraised Value and the resulting revenue from the City and County for the duration of the Zone.

#### **9. Duration of Zone (311.011(c)(9))**

The Zone is being proposed for a thirty (30) year period, with the final payment of increment being made on values and at rates for 2045, which revenue may be paid in 2046. Therefore, the Zone will terminate for purposes of collection on December 31, 2046.

**Captured Appraised Value- City**

Item 8.

			<i>Projected</i>	
			Incremental	TOTAL
TIRZ #2			Tax Base	<i>Projected</i>
Increment	Tax	TIRZ #2	Subject	Assessed
Year	Year	Base	to Capture	Valuation
Base	2016	\$14,625,030	\$ -	\$ 14,625,030
1	2017	14,625,030	5,186,104	19,811,134
2	2018	14,625,030	22,386,888	37,011,918
3	2019	14,625,030	57,712,633	72,337,663
4	2020	14,625,030	101,223,166	115,848,196
5	2021	14,625,030	146,451,035	161,076,065
6	2022	14,625,030	193,447,530	208,072,560
7	2023	14,625,030	242,265,304	256,890,334
8	2024	14,625,030	276,077,187	290,702,217
9	2025	14,625,030	303,599,466	318,224,496
10	2026	14,625,030	332,158,298	346,783,328
11	2027	14,625,030	352,301,389	366,926,419
12	2028	14,625,030	363,491,031	378,116,061
13	2029	14,625,030	363,491,031	378,116,061
14	2030	14,625,030	363,491,031	378,116,061
15	2031	14,625,030	363,491,031	378,116,061
16	2032	14,625,030	363,491,031	378,116,061
17	2033	14,625,030	363,491,031	378,116,061
18	2034	14,625,030	363,491,031	378,116,061
19	2035	14,625,030	363,491,031	378,116,061
20	2036	14,625,030	363,491,031	378,116,061
21	2037	14,625,030	363,491,031	378,116,061
22	2038	14,625,030	363,491,031	378,116,061
23	2039	14,625,030	363,491,031	378,116,061
24	2040	14,625,030	363,491,031	378,116,061
25	2041	14,625,030	363,491,031	378,116,061
26	2042	14,625,030	363,491,031	378,116,061
27	2043	14,625,030	363,491,031	378,116,061
28	2044	14,625,030	363,491,031	378,116,061
29	2045	14,625,030	363,491,031	378,116,061
30	2046	14,625,030	363,491,031	378,116,061

**COST ESTIMATES FOR POTENTIAL TIRZ PROJECTS IN DOWNTOWN TIRZ**

(Note: These estimates are not based on plans and specifications nor a detailed scope of work; they represent rough orders of magnitude; Potential Proportionate Cost based on current and future development is also projected)

1. Town Center Improvements - Street, drainage, street trees, way finding signage, street lighting and sidewalk improvements.

Estimated Cost = \$5,400,000                      Proportionate Cost: \$1,350,000

2. Triangle/US 290/RR12 area road and drainage improvements to enhance development

Estimated Cost = \$500,000                      Proportionate Cost: \$125,000

3. City Hall site acquisition and building of portion of Town Center

Estimated Cost = \$2,500,000                      Proportionate Cost: \$625,000

4. Public Parking in downtown area to enhance economic development

Estimated Cost = \$150,000                      Proportionate Cost: \$37,500

5. Ramirez Lane Street and Drainage Improvements to enhance property values

Estimated Cost = \$350,000                      Proportionate Cost: \$280,000

6. Meadow Oaks/US 290 intersection relocation and improvement to enhance traffic safety

Estimated Cost = \$450,000                      Proportionate Cost: \$360,000

**Total Estimated \$ 9,350,000                      Total Estimated Proportionate Cost: \$2,777,500**

## ATTACHMENT "A" ECONOMIC FEASIBILITY

TIRZ #2 Increment Year	Tax Year	TIRZ #2 Base	Tax Base Subject to Capture	Projected Assessed Valuation	Collection Delinquencies at 2%	Total Net Tax Collections	Tax Collections on Base Value	Collections on Incremental Value	Participation at \$0.0850 Tax Rate	TIRZ Admin Expense	Net TIRZ #2 Revenue	Revenue Discounted at 5%	Retained Taxes (General Fund)
Base	2016	\$14,625,030	\$ -	\$ 14,625,030	\$ 497	\$ 24,365	\$ 24,365	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1	2017	14,625,030	5,186,104	19,811,134	674	33,005	24,365	8,640	4,320	25,000	(20,680)	(19,695)	4,320
2	2018	14,625,030	22,386,888	37,011,918	1,258	61,662	24,365	37,297	18,648	25,500	(6,852)	(6,215)	18,648
3	2019	14,625,030	57,712,633	72,337,663	2,459	120,515	24,365	96,149	48,075	26,010	22,065	19,060	48,075
4	2020	14,625,030	101,223,166	115,848,196	3,939	193,003	24,365	168,638	84,319	26,530	57,789	47,543	84,319
5	2021	14,625,030	146,451,035	161,076,065	5,477	268,353	24,365	243,987	121,994	27,061	94,933	74,382	121,994
6	2022	14,625,030	193,447,530	208,072,560	7,074	346,649	24,365	322,284	161,142	27,602	133,540	99,649	161,142
7	2023	14,625,030	242,265,304	256,890,334	8,734	427,979	24,365	403,614	201,807	28,154	173,653	123,412	201,807
8	2024	14,625,030	276,077,187	290,702,217	9,884	484,310	24,365	459,945	229,972	28,717	201,255	136,217	229,972
9	2025	14,625,030	303,599,466	318,224,496	10,820	530,162	24,365	505,797	252,898	29,291	223,607	144,139	252,898
10	2026	14,625,030	332,158,298	346,783,328	11,791	577,741	24,365	553,376	276,688	29,877	246,811	151,520	276,688
11	2027	14,625,030	352,301,389	366,926,419	12,475	611,299	24,365	586,934	293,467	30,475	262,992	153,766	293,467
12	2028	14,625,030	363,491,031	378,116,061	12,856	629,941	24,365	605,576	302,788	31,084	271,704	151,295	302,788
13	2029	14,625,030	363,491,031	378,116,061	12,856	629,941	24,365	605,576	302,788	31,706	271,082	143,761	302,788
14	2030	14,625,030	363,491,031	378,116,061	12,856	629,941	24,365	605,576	302,788	32,340	270,448	136,595	302,788
15	2031	14,625,030	363,491,031	378,116,061	12,856	629,941	24,365	605,576	302,788	32,987	269,801	129,779	302,788
16	2032	14,625,030	363,491,031	378,116,061	12,856	629,941	24,365	605,576	302,788	33,647	269,141	123,297	302,788
17	2033	14,625,030	363,491,031	378,116,061	12,856	629,941	24,365	605,576	302,788	34,320	268,468	117,132	302,788
18	2034	14,625,030	363,491,031	378,116,061	12,856	629,941	24,365	605,576	302,788	35,006	267,782	111,269	302,788
19	2035	14,625,030	363,491,031	378,116,061	12,856	629,941	24,365	605,576	302,788	35,706	267,082	105,693	302,788
20	2036	14,625,030	363,491,031	378,116,061	12,856	629,941	24,365	605,576	302,788	36,420	266,368	100,391	302,788
21	2037	14,625,030	363,491,031	378,116,061	12,856	629,941	24,365	605,576	302,788	37,149	265,639	95,349	302,788
22	2038	14,625,030	363,491,031	378,116,061	12,856	629,941	24,365	605,576	302,788	37,892	264,896	90,555	302,788
23	2039	14,625,030	363,491,031	378,116,061	12,856	629,941	24,365	605,576	302,788	38,649	264,139	85,996	302,788
24	2040	14,625,030	363,491,031	378,116,061	12,856	629,941	24,365	605,576	302,788	39,422	263,366	81,661	302,788
25	2041	14,625,030	363,491,031	378,116,061	12,856	629,941	24,365	605,576	302,788	40,211	262,577	77,540	302,788
26	2042	14,625,030	363,491,031	378,116,061	12,856	629,941	24,365	605,576	302,788	41,015	261,773	73,621	302,788
27	2043	14,625,030	363,491,031	378,116,061	12,856	629,941	24,365	605,576	302,788	41,835	260,953	69,896	302,788
28	2044	14,625,030	363,491,031	378,116,061	12,856	629,941	24,365	605,576	302,788	42,672	260,116	66,354	302,788
29	2045	14,625,030	363,491,031	378,116,061	12,856	629,941	24,365	605,576	302,788	43,526	259,262	62,987	302,788
30	2046	14,625,030	363,491,031	378,116,061	12,856	629,941	24,365	605,576	302,788	44,396	258,392	59,786	302,788
					<b>\$ 319,345</b>	<b>\$ 15,647,929</b>	<b>\$ 755,324</b>	<b>\$ 14,892,605</b>	<b>\$ 7,446,302</b>	<b>\$ 1,014,202</b>	<b>\$ 6,432,100</b>	<b>\$ 2,806,735</b>	<b>\$ 7,446,302</b>

**PARKS**

**Charro Ranch Park: - Sue Harding – Hays County Master Naturalist and Charro Ranch Park Volunteer**

On April 10, the Charro Ranch Park work group had 20 volunteers working at Charro (9 master naturalists, 3 members of public, 7 scouts & parents, and 1 high school student). The work completed included the following:

- Non-slip tread was applied to ramps at the bridge
  - Weeding in demo garden
  - Sweeping pavilion & solstice circle
  - Watering native plants with water we hauled from our homes
  - Applied insecticidal soap to beaked yucca in demo garden
  - Blocked a new path with juniper cuttings that someone created at the bird blind
  - Picked up 2 large bags of trash along frontage road of RR 150
  - New juniper piles were created on the west side of the bridge to prevent soil erosion and to thin juniper thicket
- The maintenance crew has begun the process of replacing PVC pipe broken during the freeze in February.

**Dripping Springs Ranch Park & Event Center –**



Tina Adams has resigned from her position as DSRP Event Center Manager. Emily Nelson has been named as interim Manager to begin May 7 in the role. Emily has been working at the Event Center for just over a year in the capacity of Event Center Coordinator working hand in hand with Tina and developing great relationships with all the Park and Event Center's internal and external stakeholders.

Tina was in her role as Event Center Manager for a year and accomplished an incredible amount for such a short tenure. Some of her accomplishments include safely hosting several large-scale community events (such as the rodeo + Market Days) during the pandemic, elevating the aesthetic standards of the park and attention to safety standards. She has done an incredible job at bringing the Event Center up to compliance and best practices, improving many operational inefficiencies and adding a private sector flare to operations.

The DSRP Master Plan update process is wrapping up with the internal and external stakeholder input sessions and survey completed in the month of April.



April brought us the Good Ground Barrel Racing Clinic lead by world-renowned clinician, Dena Kirkpatrick. The participants gave rave reviews after the weekend. Kathy Slack hosted her 2<sup>nd</sup> Fences Over Bee Cave series show. Participation was even higher than her first. Both events were very happy with the DSRP team.



Have you looked at our amazing garden? The Master Naturalist have been hard at work repairing all the freeze damaged plants. We truly appreciate all their hard work and knowledge.



Several members of the Dripping Springs Birding Club have been utilizing the bird blind and posting pictures online. We have enjoyed seeing Dusty the Duck featured.

Let there be life! May is such an exciting month for DSRP. From two DSRP Riding Series shows to our new RetroMania Collections show, we will host a diverse month of events this May. We are also excited to host the Shorty Scott Memorial

Team Roping with Ag Boosters this month. Early RV and Stall reservations are pointing to a thrilling Roping weekend. It is an excellent opportunity for the entire DSRP team to stretch their muscles and conquer a busy month before the inevitable hot summer slowdown. We are excited for our new team members to experience a fully booked month because September begins our almost fully booked Fall run of events. Exciting times at the Ranch Park!



Dusty, the DSRP Duck!

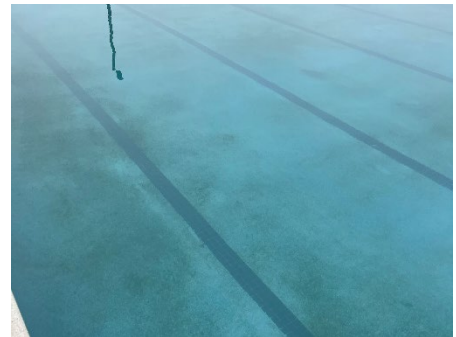
### Founders Memorial Park & Pool: - Submitted by Mack Rusick, Programs & Aquatics Manager



Founders Memorial Pool is off and running!

- **New Commerical Heater installed and will be hooked up by Friday, April 29, 2021.**
- **New thermal blankets and storage reel are being ordered.**
- **New UV sanitization has been installed to assist with providing the safest water for our swimmers!**
- **Chlorination system has been converted from liquid to dry.**

This last month has been busy getting the pool prepped and ready for the summer. Jim, Kelly, and I have been met with some challenges in getting plumbing repaired and the new heater up and running. We were able to hire outside help to turn the pond back into a pool but once the water cleared it revealed embedded algae on our new pool surface from sitting stagnant after the winter storm, yikes! We've been spending some extra time and effort to brush, filter, and vacuum the pool regularly to hopefully remedy the issue.



Additionally, were able to pull some volunteers together to wash down the deck, chairs, and bathrooms. Many hands make light work!

Arriving to the pool I got right into work reviewing applications for returning and new guards. Most of our hires were enrolled in the Red Cross Lifeguard Certification Course that was held this month which allowed me to spend many hours training and getting to know each of them. We have a great team this year with strong swimmers and I was really impressed by their willingness to learn and their ability to pick up new skills and help teach each other. I am confident that our guards will be prepared for whatever the season may bring and will help our community be safe in the water.



After taking last season off because of Covid, Tiger Splash swim team has returned and begun their swim season. I have enjoyed working with their coaches, board members, and swimmers on their pre-season trainings and evaluations. Everyone has been pleased to see the improvements that were made to the pool in the last year and are excited to see how those changes will help in their upcoming practices and meets!



I have had positive reactions regarding Adult Sports Programming in the Fall. One woman gasped and literally jumped for joy at the mention of this endeavor. So glad to hear that there is a desire and need for these programs within the community and looking forward to getting things started.

Things are coming together, and we hope to see many happy faces at Founders Pool this Summer!



### Sports & Recreation Park

Adult softball season has begun once more with 2 leagues playing for the spring season and 3 leagues slated for the summer. Leagues include the Monday night women’s league, the Tuesday night men’s League, and the Thursday night men’s League. The program is currently coordinated and comprised of community volunteers, but the PCS department will be taking over and formally offering the program to the Dripping Springs community in October, 2021.

### Rathgeber Natural Resource Park:

April 19, 2021 - Robert Ellis graciously once again served as our park guide when a site visit was requested by Hays County. We took the opportunity to introduce some of the PCS team and friends of the city to the future park as well. Construction of the arterial roads leading to the park appears to be ahead of schedule and there will be a need for more “hands on” management of the property very soon.



Veterans Memorial Park & Triangle  
Nothing to report.

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## COMMUNITY SERVICES



Community Services Coordinator, Melanie Blakely

### Bird City:

Festival of Flight (AKA World Migratory Bird Day) is being held at Charro Ranch Park and Twisted X on Saturday, May 8 from 7am-9:30pm. We will have a variety of educational birding guided walks. A kid’s craft at noon and a movie “Big Day” will be shown that evening at Twisted X just down the road from Charro Ranch Park in celebration of the momentous day.



For all age groups. Families and novice birders are encouraged to participate! We will have scheduled bird walks with a biologist and birding expert to ID and guide. To participate in Festival of Flight you must pre-register for your bird walk time slot that is limited to 10 people per walk. Registrations are available on the Dripping Springs Parks and Community Services page under events.

### Founders Day:

Nothing to report.

### Keep Dripping Springs Beautiful:

Keep Dripping Springs Beautiful event,



The Great American Clean Up, took place April 24 from 10am-2pm. We met volunteers at DSRP and handed out clean up tools such as; masks, gloves, pick up tool, and trash bags. Participants worked their way from DSRP to the intersection of Ranch Road 12 and Highway 290. Registrations were required for this event. The event was not well attended. Next time we will do a heavier push on social media and begin our marketing campaign for the event at least 12 weeks out.



**Hanna Gregory , Camp Director - Coyote Kids Day Camp:**

Registration for the Coyote Kids Nature Camp has officially opened, and the camp is a hit! To date we have 280 kids registered for summer camp. Max enrollment is 40 per camp right now at 440. If we expand our counselor team by one more counselor, we will be able to extend enrollment to 50 campers per session. We have 11 weeks of nature-packed educational sessions with a limit of 50 campers per session to maintain safety guidelines. Camp will run from 7:30am-6pm, Monday through Friday, beginning June 1- August 13<sup>th</sup>. Staff has been hired and is completing the finishing touches. Spread the word!

Name	Type	Number	Status	Open	Enr	W/L
Coyote Kids - Wk 1 - All Things Wings I	Youth Programs	X88.2020	Open	14	<u>26</u>	0
Coyote Kids - Wk 2 - Outdoor Survival I	Youth Programs	X89.2020	Open	0	<u>40</u>	5
Coyote Kids - Wk 3 - Big Sky Fun	Youth Programs	X90.2020	Open	7	<u>33</u>	0
Coyote Kids - Wk 4 - Ways of the Wild	Youth Programs	X91.2020	Open	8	<u>32</u>	0
Coyote Kids - Wk 5 - Outdoor Adventures	Youth Programs	X92.2020	Open	1	<u>39</u>	7
Coyote Kids - Wk 6 - Rock-N-Roll I	Youth Programs	X93.2020	Open	11	<u>29</u>	0
Coyote Kids - Wk 7 - All Things Wings II	Youth Programs	X94.2020	Open	23	<u>17</u>	0
Coyote Kids - Wk 8 - Wet-N-Wild	Youth Programs	X95.2020	Open	10	<u>30</u>	0
Coyote Kids - Wk 9 - Sun & Stars	Youth Programs	X96.2020	Open	10	<u>30</u>	0
Coyote Kids - Wk-10 Outdoor Survival II	Youth Programs	X97.2020	Open	0	<u>40</u>	0
Coyote Kids - Wk-11 - Rock-N-Roll II	Youth Programs	X98.2020	Open	9	<u>31</u>	0

## Farmers Market –



The Farmers Market continues to be extremely successful and new vendors reach out weekly to participate by submitting applications! The application process can be challenging and is in need of an overhaul but the new team is navigating it as is, at the moment. The Farmers Market has averaged 40 vendors per market for the month of April.



*Charlie Reed, Farmers Market Manager*



Johnna, has claimed the Market's Instagram account and is excited to bring it back to life. The last post to the account was many years ago. This effort will reach a whole new segment of future Friends of the Market, potential vendors and customers.

*Johnna Krantz, Farmers Market Specialist*

## Marketing, Website, Social Media, Branding & Communications

The PCS department continues to expand its website pages to encompass the resource as a tool to provide the full scope of services within the department's span of responsibility. Currently, the "Community Services" aspect of the department is lacking in web presence and ease of service access. Staff is in the process of creating an easier application process and information dissemination platform.

- Road closure requests
- Itinerant Vendor Permits
- Event Permit for events held on city property and events held within City Limits
- Co-Sponsorship applications that include banners at the triangle requests
- Filming Permits (which tend to be last minute in nature – less than 48hrs notice)

It is a goal of the department to streamline operations and scope of the Programs & Events Coordinator position through renaming the position to serve comprehensively in the coordination of all aspects of community services and not just events and programming. The title change will be to that of Community Services Coordinator and the scope will expand to include the coordination of all such services in addition to events and programs will fall under the Programs & Aquatics Manager's scope entirely.



☑ CHECKLIST FOR OFFICE-BASED EMPLOYERS

Employers may operate their offices with up to 75% of the total office occupancy, provided the individuals maintain appropriate social distancing. All employees and customers must wear a face covering (over the nose and mouth) wherever it is not feasible to maintain six feet of social distancing from another individual not in the same household.

The following are the minimum recommended health protocols for all office work employers choosing to operate in Texas. Office work employers may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees, contractors, and customers.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Office work employers should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Employers should also be mindful of federal and state employment and disability laws, workplace safety standards, and accessibility standards to address the needs of both workers and customers.

Health protocols for your employees and contractors:

- ☐ Train all employees and contractors on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
☐ Screen employees and contractors before coming into the office:
☐ Send home any employee or contractor who has any of the following new or worsening signs or symptoms of possible COVID-19:
- Cough
- Shortness of breath or difficulty breathing
- Chills
- Repeated shaking with chills
- Muscle pain
- Headache
- Sore throat
- Loss of taste or smell
- Diarrhea
- Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
- Known close contact with a person who is lab confirmed to have COVID-19



## OFFICE-BASED EMPLOYERS: Page 2 of 3

- Do not allow employees with new or worsening signs or symptoms listed above to return to work until:
  - In the case of an employee or contractor who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed *since recovery* (resolution of fever without the use of fever-reducing medications); and the individual has *improvement* in symptoms (e.g., cough, shortness of breath); and at least 10 days have passed *since symptoms first appeared*; or
  - In the case of an employee or contractor who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
  - If the employee or contractor has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional’s note clearing the individual for return based on an alternative diagnosis.
- Do not allow an employee or contractor with known close contact to a person who is lab-confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).
- Have employees and contractors wash or sanitize their hands upon entering the office.
- Have employees and contractors maintain at least 6 feet separation from other individuals. If such distancing is not feasible, other measures such as hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.
- Consider implementing a staggered workforce, such as alternating days or weeks for different groups of employees and/or contractors coming into the workplace.
- Continue to encourage individuals to work remotely if possible.
- If an employer provides a meal for employees and/or contractors, the employer is recommended to have the meal individually packed for each individual.

### Health protocols for your facilities:

- Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, chairs, and restrooms.



## OFFICE-BASED EMPLOYERS: Page 3 of 3

- Limit the use of standard-size elevators to four individuals at a time, each located at a different corner of the elevator to avoid close contact. Masks should be worn in elevators. Utilize touchpoint cleaning and nanoseptic button covers if appropriate. For individuals not wishing to ride an elevator, ensure stairways are available for use. As appropriate, individuals subject to the Americans with Disabilities Act may ride the elevator alone or accompanied by the individual's caregiver.
- Disinfect any items that come into contact with customers.
- Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available to employees, contractors, and customers.
- Consider placing [readily visible signage](#) at the office to remind everyone of best hygiene practices.
- For offices with more than 10 employees and/or contractors present at one time, consider having an individual wholly or partially dedicated to ensuring the health protocols adopted by the office are being successfully implemented and followed.