

VIDEOCONFERENCE MEETING

This meeting will be held via videoconference and the public is encouraged and welcome to participate. Public comment may be given during the videoconference by joining the meeting using the information below. Public comment for this meeting may also be submitted to the City Secretary at <u>acunningham@cityofdrippingsprings.com</u> no later than 4:00 PM on the day the meeting will be held.

The TIRZ No. 1 & No. 2 Board respectfully requests that all microphones and webcams be disabled unless you are a member of the Board. City staff, consultants and presenters, please enable your microphone and webcam when presenting to the Commission.

Agenda

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting: https://us02web.zoom.us/j/83833695343?pwd=b0JpTnpnY0tRQUl4K0ptUU9WWkxxQT09

Meeting ID: 838 3369 5343 *Passcode:* 170920

Dial Toll Free: 888 475 4499 US Toll-free 877 853 5257 US Toll-free

Find your local number: https://us02web.zoom.us/u/k3rOJ5sxT

Join by Skype for Business: https://us02web.zoom.us/skype/83833695343

CALL TO ORDER AND ROLL CALL

Board Members Dave Edwards, Chair Mim James, Vice Chair Missy Atwood John McIntosh Dan O'Brien Walt Smith Todd Washburn Shannon O'Connor (Advisory Board Member) Bob Richardson (Advisory Board Member)

Staff, Consultants and Appointed/Elected Officials:

City Administrator Michelle Fischer City Attorney Laura Mueller Communications Director Lisa Sullivan City Secretary Andrea Cunningham TIRZ Project Manager Keenan Smith TIRZ Communications Consultant Jed Buie Mayor Pro Tem Taline Manassian

PRESENTATION OF CITIZENS

A member of the public who desires to address the Board 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 Board's consideration of that item. Citizens wishing to discuss matters not contained with in 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 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 Board. It is the request of the Board 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. Speaker are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens for the City Secretary. By low no action may be taken during Presentation of Citizens.

MINUTES

<u>1.</u> Discuss and consider approval of the August 10, 2020 TIRZ No. 1 & No. 2 Board regular meeting minutes.

BUSINESS

- 2. Update and discussion regarding TIRZ Project Interlocal Agreement Tasks and Deliverables.
 - a) Real Estate Agreements
 - b) Infrastructure Cost Sharing Agreements
 - c) Plan of Finance
- **3.** Update and possible action regarding the Town Center Communication Plan and the TIRZ Website.
- 4. Update and discussion regarding TIRZ Priority Projects.
 - a) Town Centerb) Old Fitzhugh Roadc) Downtown Parkingd) Triangle
- **5.** Update regarding Amendment No. 4 to the Professional Services Agreement between the City of Dripping Springs and Keenan Smith (City Lights Design Alliance) regarding TIRZ Project Management Services.

EXECUTIVE SESSION

The TIRZ No. 1 & No. 2 Board 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 TIRZ No. 1 & No. 2 Board for the City of Drippings Springs may act upon any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.

UPCOMING MEETINGS

TIRZ No. 1 & No. 2 Board Meetings

October 5, 2020 at 4:00 p.m. November 9, 2020 at 4:00 p.m. December 14, 2020 at 4:00 p.m.

City Council Meetings

September 15, 2020 at 6:00 p.m. October 13, 2020 at 6:00 p.m. (Workshop 6:00 / Regular Meeting 6:30 p.m.) October 20, 2020 at 6:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

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

Due to the Texas Governor Order, Hays County Order, City of Dripping Springs Disaster Declaration, and Center for Disease Control guidelines related to COVID-19, a quorum of this body could not be gathered in one place, and this meeting will be conducted through videoconferencing. Texas Government Code Sections 551.045; 551.125; and 551.127.

I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on September 11, 2020 at 1:30 p.m.

City Secretary

This facility is wheelchair accessible. Accessible parking spaces are available. Requests for auxiliary aids and services must be made 48 hours prior to this meeting by calling (512) 858-4725.



TIRZ NO. 1 & NO. 2 BOARD REGULAR MEETING City of Dripping Springs Council Chambers, 511 Mercer St, Dripping Springs, TX Monday, August 10, 2020 at 4:00 PM

MINUTES

VIDEOCONFERENCE MEETING INFORMATION

Join Zoom Meeting

https://us02web.zoom.us/j/88919547129?pwd=ZmovZkwxTUJ6UDJGY0lvVy9EdmtnUT09

Meeting ID: 889 1954 7129 **Passcode:** 574892

Dial Toll Free: 888 475 4499 877 853 5257

Find your local number: https://us02web.zoom.us/u/kbt8vxA0Kk

Join by Skype for Business: https://us02web.zoom.us/skype/88919547129

CALL TO ORDER AND ROLL CALL

<u>Board Members present were:</u> Dave Edwards, Chair Mim James, Vice Chair Missy Atwood (arrived 4:19 p.m.) Todd Washburn John McIntosh Walt Smith Shannon O'Connor (Advisory Board Member) Bob Richardson (Advisory Board Member)

Board Members absent were: Mike Figer

Staff, Consultants and Appointed/Elected Officials:

City Administrator Michelle Fischer City Attorney Laura Mueller Communications Director Lisa Sullivan City Secretary Andrea Cunningham TIRZ Project Manager Keenan Smith TIRZ Administrator Jon Snyder (P3Works, LLC) Town Center P3 Consultant, Darin Smith (EPS, Inc.) TIRZ Communications Consultants, Jed Buie and Tori Robertson (Buie & Co.)

With a quorum of the Board present, Chair Edwards called the meeting to order at 4:01 p.m.

PRESENTATION OF CITIZENS

A member of the public who desires to address the Board 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 Board's consideration of that item. Citizens wishing to discuss matters not contained with in 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 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 Board. It is the request of the Board 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. Speaker are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens for the City Secretary. By low no action may be taken during Presentation of Citizens.

No one spoke during Presentation of Citizens.

MINUTES

1. Discuss and consider approval of the July 13, 2020 TIRZ No. 1 & No. 2 Board regular meeting minutes.

A motion was made by Vice Chair James to approve the July 13, 2020 TIRZ No. 1 & No. 2 Board regular meeting minutes with corrections to Business Agenda Item A regarding Plan of Finance to reflect that the Plan of Finance was not discussed, and that Laura Mueller reviewed the status of the ILA. Board Member Washburn seconded the motion which carried unanimously 5 to 0.

BUSINESS

2. Update and discussion regarding TIRZ Project Interlocal Agreements and Deliverables.

a) Real Estate Agreements

Mayor Pro Tem Manassian presented the item and gave an update on the Real Estate Agreement between the City and the DSISD. There will be a three-pronged approach to completing the agreement to include: 1) identifying the property for swap, 2) option to keep agreement open until a suitable property is identified for swap for both entities, and 3) if all attempts to make a swap fail, then the agreement would default to a purchase with specifics outlined in the agreement. In the next two-three weeks may be able to firm up first prong of agreement. Discussions with Library District and County are not as far along as with the School District, but working towards having those conversations in the near future.

John Kroll spoke and expressed the County's desire to own property rather than paying rent in perpetuity. Board Member Smith added that County will require a space to conduct voting.

b) Infrastructure Cost Sharing Agreements

Mayor Pro Tem Manassian presented the item. The initial group and outside experts have met regarding financing and we are currently waiting for feedback from those outside experts.

Vice Chair James added that Heather with AG|CM updating estimates and other factors involved with financing. Heather is working on the specifics of the hard costs of the project itself which will help to calculate each entity's share.

c) Plan of Finance

Mayor Pro Tem Manassian reported that there has not been much movement on this item and the she will have more to report at the next meeting.

3. Presentation, discussion and acceptance of the TIRZ Administrator Q2 Summary & Report.

Vice Chair James introduced the item.

Jon Snyder presented the report which is on file.

No action taken on this item.

4. Update and possible action regarding the Town Center Communication Plan.

Keenan Smith introduced the item.

Jed Buie presented the item and reviewed the status of the plan. Currently have packaged initial information and fact sheet, and working on material development. The City will work on getting the information out.

Lisa Sullivan is working with Jed and Tory to update the website, but is looking at creating an all new website that would be more robust. Additionally, it would be good to launch something relating to outreach material in September / October.

Board Member Smith expressed that outreach needs to be sooner rather than later in light of a possible bond election in November. Vice Chair James added that any outreach needs to drive home that there is no new tax and the project will be funded with a dedicated and existing tax base.

5. Update and discussion regarding TIRZ Priority Projects.

Keenan Smith presented the staff report.

Item 1.

a) Town Center Square & Pavilion

Hays County POSAC recommendations were made and this project was selected as a Tier 2 Project. The green open space is the area submitted for funding and is an element of the Town Center and not infrastructure.

b) Old Fitzhugh Road

Hays County POSAC recommendations were made and this project was selected as a Tier 2 Project. The trail and pedestrian portion of this project was submitted for funding and not the project in its entirety.

Board Member Smith spoke regarding funding from POSAC and expressed that projects may not be funded 100%. The County will decide August 17th on whether to hold a bond election which would fund projects. Additionally, projects will be added to the County's master parks plan and will be a part of planning in the area with respect to parks and open spaces.

c) Downtown Parking

Project is ready for sight surveying and Notice to Proceed for Stephenson Downtown parking lot will be issued this week.

d) Triangle

Still on hold due to TxDOT and FEMA Floodplain issues.

e) Project Manager's Cost Analysis & Summary

On file and available for review by request.

6. Discussion regarding TIRZ No. 1 & No. 2 Board Hays County Representative seat vacation.

Chair Edwards presented the item. Board Member Figer has resigned his seat as a representative of Hays County. Board Member Smith spoke, and the Commissioners Court should have an appointee for the City Council meeting on August 18th.

EXECUTIVE SESSION

The TIRZ No. 1 & No. 2 Board 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 TIRZ No. 1 & No. 2 Board for the City of Drippings Springs may act upon any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.

The Board did not meet in Executive Session.

UPCOMING MEETINGS

<u>*TIRZ No. 1 & No. 2 Board Meetings*</u> September 14, 2020 at 4:00 p.m. October 5, 2020 at 4:00 p.m. November 11, 2020 at 4:00 p.m.

<u>City Council Meetings</u> August 11, 2020 at 6:00 p.m. (Workshop 6:00 / Regular Meeting 6:30) August 18, 2020 at 6:00 p.m.

ADJOURN

A motion was made by Board Member Smith to adjourn the meeting. Vice Chair James seconded the motion which carried unanimously 6 to 0.

This regular meeting adjourned at 5:19 p.m.

CLD09172019

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this, the 17th day of September 2019, and between the City of Dripping Springs, Texas (hereinafter referred to as the "City") and Keenan E. Smith, AIA, dba: City Lights Design Alliance, (hereinafter referred to as "Consultant"), is understood and agreed to be as set forth herein:

1. Description of Services:

Project Management, Staff Support, and Coordination Services for TIRZ #1 & #2- "Project Management" Selected Projects. Consultant shall assist the Client by providing the described services for Project Management, Staff Support and Coordination Services for the Selected Projects proposed for TIRZ #1 & #2, Dripping Springs, TX 78620.

All services will be provided and performed at the Client's sole direction. Professional Fees will be invoiced per the Compensation Schedule, not to exceed budgeted caps without prior authorization.

Project Management / Staff Support & Coordination Services***

- A) **Project Management-** TIRZ #1 & #2: (***for selected projects- tasks may vary)
 - (1) Project Team(s): (Administer RFQ's; coordinate Team vetting & selection process; manage Team organization)
 - (2) Project Tasks, Studies & Plans: (Administer RFP's; coordinate proposal & award process; oversee tasks, studies & plans; ensure schedules & budgets; direct deliverable products, cost estimates, reports, etc.)
- B) Liaison & Staff Support- to TIRZ Entities, Partners & Stakeholders
 (1) TIRZ #1 & #2 Board of Directors (Staff Support; Board Meetings)
 - (2) City of Dripping Springs (Liaison; Representation)
 - (3) Hays County (Liaison; Representation)
 - (4) Dripping Springs Community Library (Liaison; Representation)
 - (5) Dripping Springs Independent School District (Liaison; Representation)
 - (6) TIRZ Land Owners & Developers (Liaison; Representation)
- C) Coordination Services- with TIRZ Team(s)
 - (1) TIRZ Administrator
 - (2) TIRZ Financial Advisor
 - (3) TIRZ of Counsel

TIRZ Board Project Management Page 1 of 4

2. Payment for Services:

The City will compensate Consultant at the rate of \$95 an hour for Project Coordination & Liaison Fees, on a Budgeted Average of 42 hrs./mo., with a capped annual amount of \$47,880/yr. Additional services or fees may be agreed to in writing by both parties. Payment terms: Net due on receipt of monthly invoice.

3. Schedule:

Begin Services	October 1, 2019 or upon contract execution
End Services	September 30, 2020 (end of Fiscal Year)
Renewal Option	Annually or as mutually agreed – rates to be negotiated

4. Conditions and Termination:

Fees and Expenses are estimates strictly for the scope of work outlined. Any Addenda to Scope of Work, if approved and directed by Client, are subject to billing at standard hourly fee schedule (above).

Either party may terminate this agreement at any time upon thirty (30) days written notice.

5. Exclusions:

Provision of construction documents; surveying, structural, electrical, civil, geotechnical or mechanical engineering services.

6. Limitations:

To the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, claims, losses, expenses damages or claim expenses arising out of the Consultant's performance under this agreement, other than what is insurable by Consultant's insurance policies, shall not exceed the amount of the total fees paid to the Consultant. Such causes include, but not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. The Consultant's liability does not extend to construction and design activities performed by third parties related to this Agreement.

7. Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant from any and all damages, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of any party connected with the design and construction of the above-named Project, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant. Consultant agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against City that result from acts or omissions of Consultant, Consultant's employees, if any, and Consultant's agents subject to the limitations listed in Section 6.

8. Relationship of Parties:

It is understood by the parties that Consultant 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 Consultant. The City may contract with other individuals or firms for project management services.

9. Conflicts of Interest:

During the period the Consultant is covered by this agreement, the Consultant will contact the City and TIRZ Board in writing if a potential conflict of interest with a third-party client may exist. If the TIRZ Board or the City Council finds that a project for a third-party client of the Consultant has a direct conflict with the TIRZs, the TIRZ Board or the City Council shall contact the Consultant in writing. If the conflict of interest cannot be resolved to either party's satisfaction, either the Consultant or the City Council may terminate this Agreement with seven (7) days' notice to the other party.

10. Injuries/Insurance:

Consultant acknowledges his obligation to obtain appropriate insurance coverage for the benefit of Consultant's employees, if any. Consultant waives the rights to recovery from City for any injuries that Consultant and/or Consultant's employees may sustain while performing services under this Agreement. Consultant is to provide a copy of insurance coverage to City at least ten (10) days prior to end of any existing coverage period if Consultant uses the services of any of Consultant's employees for the provision of services to the City.

11. Assignment:

Consultant's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.

12. 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 (512) 858-4725

For the Contractor:

City Lights Design Alliance Attn: Keenan Smith, AIA PO Box 1166 Dripping Springs, TX 78620 (512) 659-5062

13. 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.

ltem 5.

14. Amendment:

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

15. 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.

16. 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.

17. Applicable Law:

The laws of the State of Texas shall govern this Agreement.

18. Venue:

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

CITY OF DRIPPING SPRI

CITY LIGHTS DESIGN ALLIANCE:

Todd Purcell, Mayor

19 19

Date

Keenan Smith, AIA

Date

ATTEST:

Andrea Cunningham, City Secre



City of Dripping Springs PSA – City Lights Design Alliance Amendment No. 3 TIRZ Board Project Management Page 4 of 4

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The laws of the State of Texas shall govern this Agreement.

18. Venue:

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

CITY OF DRIPPING SPRINGS:

Todd Purcell, Mayor

Date

ATTEST:

Andrea Cunningham, City Secretary

CITY LIGHTS DESIGN ALLIANCE:

1 -----

Keenan Smith, AIA

September 18, 2019

Date

	CERTIFICATE OF INTERESTED PAR	TIES			FOR	1 Item 5.
						1 of 1
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			CEF	OFFICE USE	
1	Name of business entity filing form, and the city, state and count of business. City Lights Design Alliance	try of the business e	ntity's place		ficate Number: -541799	
	Dripping Springs, TX United States				Filed:	
2	Name of governmental entity or state agency that is a party to th being filed. City Of Dripping Springs	e contract for which	the form is	Date	3/2019 Acknowledged:	
3	Provide the identification number used by the governmental enti				D/2019	vide a
	description of the services, goods, or other property to be provid CLD09172019 Tax Increment Investment Zone Project Manager	aed under the contra	31.			
4	News of Interacted Darts	City State County			Nature of	
	Name of Interested Party	City, State, Country	(place of busin	ess)	(check ap Controlling	Intermediary
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5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION		<u> </u>			
	My name is		, and my date of	birth is	·	<u></u> .
	My address is		//	,		, <u></u> .
	(street)	(city)		ate)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correc	ct.				
	Executed inCount	y, State of	, on the _	(day of(month)	, 20 (year)
		Signature of author	ized agent of con (Declarant)	tracting	g business entity	14
Fo	rms provided by Texas Ethics Commission www.et	hics.state.tx.us			Version	V1.1.3a6

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIG
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	City of Dripping Springs
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	SEP 1 9 2019
Name of vendor who has a business relationship with local governmental entity.	Rec'd by City Secretary
Keenan E Smith, AIA - dba City Lights Design Alliance	
Check this box if you are filing an update to a previously filed questionnaire. (The law completed questionnaire with the appropriate filing authority not later than the 7th busine you became aware that the originally filed questionnaire was incomplete or inaccurate	ss day after the date on which
(None) Name of Officer	
Describe each employment or other business relationship with the local government of officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship w Complete subparts A and B for each employment or business relationship described. Atta CIQ as necessary. (None)	ith the local government officer
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officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship we Complete subparts A and B for each employment or business relationship described. Atta CIQ as necessary. (None) A. Is the local government officer or a family member of the officer receiving or other than investment income, from the vendor? Yes No N/A B. Is the vendor receiving or likely to receive taxable income, other than investme of the local government officer or a family member of the officer AND the taxable local governmental entity? Yes No Yes No Yes No Yes No Yes No Yes No N/A 5 Describe each employment or business relationship that the vendor named in Section 1 other business entity with respect to which the local government officer serves as an ownership interest of one percent or more. (N/A) 6 Check this box if the vendor has given the local government officer or a family membra as described in Section 176.003(a)(2)(B), excluding gifts described in Section 177	ith the local government officer ch additional pages to this Form likely to receive taxable income, nt income, from or at the direction e income is not received from the maintains with a corporation or officer or director, or holds an