



TAX INCREMENT REINVESTMENT ZONE NO. 1 & NO. 2 BOARD REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Monday, February 08, 2021 at 4:00 PM

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 acunningham@cityofdrippingsprings.com 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/81316705214?pwd=TIISUkpEOEpYeEd5ODh4VENFQktXQT09>

Meeting ID: 813 1670 5214

Passcode: 183408

Dial Toll Free:

877 853 5257 US Toll-free

888 475 4499 US Toll-free

Find your local number: <https://us02web.zoom.us/j/81316705214>

Join by Skype for Business: <https://us02web.zoom.us/skype/81316705214>

CALL TO ORDER AND ROLL CALL

Board Members

Dave Edwards, Chair

Taline Manassian, Vice Chair

Missy Atwood

John McIntosh

Dan O'Brien

Walt Smith

Shannon O'Connor (Advisory Board Member)
Bob Richardson (Advisory Board Member)

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer
City Attorney Laura Mueller
City Secretary Andrea Cunningham
TIRZ Project Manager Keenan Smith

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 law no action may be taken during Presentation of Citizens.

MINUTES

- 1. Discuss and consider approval of the December 14, 2020 TIRZ No. 1 & No. 2 Board corrected regular meeting minutes.**
- 2. Discuss and consider approval of the January 11, 2021 TIRZ No. 1 & No. 2 regular meeting minutes.**

BUSINESS

- 3. Discuss and consider possible action regarding the Town Center Project Interlocal Agreements related to tasks, deliverables and deadlines.**
 - a) Real Estate Agreements
 - b) Infrastructure Cost Sharing Agreements
 - c) Plan of Finance
- 4. Update and discussion regarding TIRZ Collections and Revenues.**
- 5. Discuss and consider recommendation regarding Professional Services Agreement and Proposal between the City of Dripping Springs and TJKM for Grant Writing Services related to the TIRZ Old Fitzhugh Road Project.**
- 6. Update and discussion regarding TIRZ Priority Projects.**
 - a) Town Center
 - b) Old Fitzhugh Road

- c) Downtown Parking
- d) Triangle

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

March 8, 2021 at 4:00 p.m.

April 12, 2021 at 4:00 p.m.

May 10, 2021 at 4:00 p.m.

City Council Meetings

February 9, 2021 at 6:00 p.m.

February 16, 2021 at 6:00 p.m.

March 9, 2021 at 6:00 p.m.

March 16, 2021 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 **February 5, 2021 at 1:00 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, December 14, 2020 at 4:00 PM

MINUTES

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting

<https://us02web.zoom.us/j/82817607944?pwd=SXlGWtN4VkY3REJKZDVndkdwQ0t2UT09>

Meeting ID: 828 1760 7944

Passcode: 249174

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Find your local number: <https://us02web.zoom.us/u/kh807k2QV>

Join by Skype for Business: <https://us02web.zoom.us/skype/82817607944>

CALL TO ORDER AND ROLL CALL

Board Members present were:

Dave Edwards, Chair

Mim James, Vice Chair

Missy Atwood

John McIntosh

Dan O'Brien

Walt Smith

Advisory Board Member Shannon O'Connor (arrived at 4:09 p.m.)

Advisory Board Member Bob Richardson

Staff, Consultants & Appointed/Elected Officials present were:

City Administrator Michelle Fischer

City Attorney Laura Mueller

City Secretary Andrea Cunningham

Communications Director Lisa Sullivan

TIRZ Project Manager Keenan Smith

Mayor Pro Tem Taline Manassian

TIRZ P3 Consultant Darin Smith (EPS, Inc.)

TIRZ Administrator Jon Snyder (P3 Works, LLC)

With a quorum of the Board present, Chair Edwards called the meeting to order at 4:04 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 law no action may be taken during Presentation of Citizens.

No one spoke during Presentation of Citizens.

MINUTES

1. Discuss and consider approval of the TIRZ No. 1 & No 2 Board November 9, 2020 regular meeting minutes.

A motion was made by Vice Chair James to approve the TIRZ No. 1 & No 2 Board November 9, 2020 regular meeting minutes. Board Member McIntosh seconded the motion which carried unanimously 6 to 0.

BUSINESS

2. Update and possible action regarding TIRZ Town Center Project Interlocal Agreements related to tasks and deliverables.

- a) Real Estate Agreements*
- b) Infrastructure Cost Sharing Agreements*
- c) Plan of Finance*

Mayor Pro Tem Manassian presented the update and discussed the status of the real estate agreement and that negotiations with the school district are no closer than they were last month. The main issues that have been discussed are the amount of land, the method or formula by which the price would be determined and when the closing would occur, with the biggest issue being the method or formula by which a price would be determined. As the city interprets the current ILA, the real estate agreement would bind the city and parties to the sale and purchase of the land. The district is willing to identify the land that is to be sold; however, they would like to defer negotiations of price to a later date, rather than to commit to a method or formula by which price would be determined. Mayor Pro Tem Manassian does not recommend the city moving forward without certainty that we have the land, and that she believes the board agrees. The district has asked if there is anything short of a formula that could be agreed upon to keep the project moving forward. The city has reached out to consultants and they are working on any possible solutions.

The School Board is meeting tonight and will discuss the agreement with the new formula and we should get some feedback this week on options.

Mayor Pro Tem Manassian proposed a December workshop between representatives of the city, county, library and school district to agree on basic terms that could be taken back to their respective boards in January.

Board Member Smith spoke regarding the agreement, and believes that the city has worked diligently to ensure an agreement that is understandable by all four entities in the TIRZ. The county has worked diligently to ensure there is a funding mechanism that works for all parties involved. The library does not have a lot of funds, and the county is working with the library to make sure that the funding is there for them. Without the real estate agreement in place, the county will have a hard time justifying funding of the project.

Board Member Atwood spoke regarding the library's position in relation to fund raising. The real estate agreement needs to be in place soon and the land agreed upon so that the library can start fundraising – it is not tenable to wait.

Board Member Smith will set up a meeting with representatives from each party to discuss issues with the agreement and possible solutions.

No action was taken on these items.

d) Interlocal Agreement Deadlines

Laura Mueller presented the item and discussed options for default cure.

A motion was made by Board Member Atwood to provide notice of default and cure to start the 30-day timeframe; if the party's are not able to get to an agreement, the interlocal agreement needs to be terminated so the library can invoke the bilateral agreement with the school to get negotiations going. Board Member Smith seconded the motion which carried unanimously 6 to 0.

3. Discuss and consider possible action related to TIRZ Collections & Revenues.

a) Hays County 2020 TIF Contribution

Board Member Smith presented the item and provided the Board with an update on technical corrections related to the contribution.

b) Library District Cost Sharing

Board Member Atwood presented the item and will be working on the Library's budget next week and will know more once the budget is approved.

4. Discuss and consider recommendation regarding the selection for Grant Writer for City's Request for Qualifications/Statement of Qualifications related to the Old Fitzhugh Road Project.

Keenan Smith presented the staff report which is on file. Staff recommends the selection of TJKM for Grant Writer for the Old Fitzhugh Road Project.

A motion was made by Board Member Smith to recommend City Council selection of TJKM for Grant Writer for the Old Fitzhugh Road Project. Board Member O'Brien seconded the motion which carried unanimously 6 to 0.

5. Update and discussion regarding TIRZ Priority Projects.

a) Town Center – no update at this time.

b) Old Fitzhugh Road – no update at this time.

c) Downtown Parking

Keenan Smith presented the staff report. The notice to proceed on the Stephenson Building parking lot has been issued and the project is moving forward.

d) Triangle – no update at this time.

6. Discuss and consider possible action regarding recommendation of Appointments to the TIRZ No. 1 & No. 2 Board.

Laura Mueller presented the staff report and updated the Board on appointments for the Dripping Springs ISD and Hays County.

Vice Chair James spoke regarding his resignation and tenure. He thanked the Board, Consultants and Staff for their support of the TIRZ.

No action was taken on this item.

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

TIRZ No. 1 & No. 2 Board Meetings

January 11, 2020 at 4:00 p.m.

February 8, 2020 at 4:00 p.m.

March 8, 2020 at 4:00 p.m.

City Council Meetings

December 15, 2020 at 6:00 p.m.

January 12, 2020 at 6:00 p.m.

January 19, 2020 at 6:00 p.m.

ADJOURN

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

This regular meeting adjourned at 5:41 p.m.



TAX INCREMENT REINVESTMENT ZONE NO. 1 & NO. 2 BOARD REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Monday, January 11, 2021 at 4:00 PM

MINUTES

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting

<https://us02web.zoom.us/j/82200050380?pwd=cU1iK3hMOXlmVmhmSSVBaeGZyRTdZUT09>

Meeting ID: 822 0005 0380

Passcode: 849668

Dial Toll Free:

877 853 5257 US Toll-free

888 475 4499 US Toll-free

Find your local number: <https://us02web.zoom.us/j/82200050380>

Join by Skype for Business: <https://us02web.zoom.us/j/82200050380>

CALL TO ORDER AND ROLL CALL

Board Members present were:

Dave Edwards, Chair

Missy Atwood

Taline Manassian

John McIntosh

Dan O'Brien

Walt Smith

Shannon O'Connor (Advisory Board Member)

Bob Richardson (Advisory Board Member)

Staff, Consultants & Appointed/Elected Officials present were:

City Administrator Michelle Fischer

City Attorney Laura Mueller

City Secretary Andrea Cunningham

Communications Director Lisa Sullivan

Finance Director Shawn Cox

TIRZ Project Manager Keenan Smith

TIRZ Administrator Jon Snyder (P3 Works, LLC)

TIRZ P3 Consultant Darin Smith (EPS, Inc.)

With a quorum of the Board present, Chair Edwards called the meeting to order at 4:00 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 December 14, 2020 TIRZ No. 1 & No. 2 Board regular meeting minutes.**

A motion was made by Board Smith to approve the minutes with corrections. Board McIntosh seconded the motion. Upon further discussion, the Board directed the City Secretary to correct the minutes and bring the back for approval at February 8, 2021 regular meeting. Board Member Smith withdrew his motion, and Board Member McIntosh withdrew his second.

BUSINESS

- 2. Discuss and consider possible recommendation regarding the Interlocal Agreement between the City of Dripping Springs, Dripping Springs Independent School District, Hays County, and Dripping Springs Community Library related to the Town Center Project and real estate at 510 Mercer Street.**

Laura Mueller presented the staff report which is on file. There will be a mediation meeting January 19, 2021 with the parties and the Center for Dispute Resolution.

- 3. Update and discussion regarding TIRZ Collections and Revenues.**

Board Member Smith provided the update on Hays County fiscal year 2020 funding. In the next two weeks he should have the updated dollar figures and totals.

- 4. Presentation and discussion regarding the TIRZ Administrator Quarterly Report. TIRZ Administrator, Jon Snyder (P3 Works, LLC)**

Jon Snyder and Mim James presented the report which is on file.

5. Discuss and consider approval of the Appointment of one individual from the TIRZ No. 1 & No. 2 Board to serve as Vice Chair for a term of two (2) years.

A motion was made by Board Member Smith to appoint Taline Manassian as TIRZ No. 1 & No. 2 Board Vice Chair for a term of two (2) years. Board Member O'Brien seconded the motion which carried unanimously 6 to 0.

6. Discuss and consider approval of Amendments to the Tax Increment Reinvestment Zones No. 1 & No. 2 Bylaws to reflect approved Ordinance No. 2020-54 for staggered terms and to address the use of videoconferencing.

A motion was made by Board Member Atwood to approve Amendments to the Tax Increment Reinvestment Zones No. 1 & No. 2 Bylaws to reflect approved Ordinance No. 2020-54 for staggered terms and to address the use of videoconferencing. Board member Smith seconded the motion which carried unanimously 6 to 0.

7. Update and discussion regarding TIRZ Priority Projects.

Keenan Smith presented the item.

a) Town Center

The Board directed Keenan and the project team to look at alternate parcels after January 19th.

b) Old Fitzhugh Road

Grant Writer TJKM, as recommended by the board, will be up for approval by the City Council at their February 16th meeting.

c) Downtown Parking

The team has begun work on the concept sketches with McCann Adams Studio. There will be a meeting this week with the project team, and then in February the team will meet with the city to discuss feasibility and issues.

d) Triangle – No update at this time.

EXECUTIVE SESSION

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The Board did not meet in Executive Session.

UPCOMING MEETINGS**TIRZ No. 1 & No. 2 Board Meetings**

February 8, 2021 at 4:00 p.m.

March 8, 2021 at 4:00 p.m.

April 12, 2021 at 4:00 p.m.

City Council Meetings

January 12, 2021 at 6:00 p.m.

January 19, 2021 at 6:00 p.m.

February 9, 2021 at 6:00 p.m.

ADJOURN

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

This regular meeting adjourned at 5:37 p.m.

INTERLOCAL AGREEMENT

This Interlocal Agreement (the “Agreement”) is made and entered into as of the 14th day of April 2020, by and between the **City of Dripping Springs**, a general law city in Hays County, Texas (hereinafter the “City”), **Dripping Springs Independent School District** (hereinafter the “DSISD”), **Dripping Springs Community Library District** (the “Library”), and **Hays County** (“County”); (collectively the “Parties”), in connection with the development and construction of the Town Center Project.

WHEREAS, Dripping Springs was one of the five cities in Central Texas chosen to participate in the Sustainable Places Project, an ambitious regional planning initiative aimed at helping communities create the conditions for livable places; and

WHEREAS, Dripping Springs finalized its Sustainable Places Project (the “Project”) on December 10, 2013; and

WHEREAS, the Project suggested a catalyst project which focuses on enhancing the existing town center and expanding it to the northwest; and

WHEREAS, the Project recognized that the City and the DSISD currently own, occupy, or control approximately fourteen point one (14.1) acres of land and ROW within the area proposed for the Town Center and adjacent space suitable for potential commercial development; and

WHEREAS, to continue with the Town Center Project, the City, the DSISD, the County, the Library, and TIRZ seek to complete the real estate and other transactions that are necessary to complete the project; and

WHEREAS, the concept to co-locate the City, DSISD, County, and Library is supported by the parties because shared facilities is a cost-effective way to design civic services; and

WHEREAS, the Parties desire to pursue joint planning and construction of the Town Center Project; and

WHEREAS, the City Council of the City of Dripping Springs and the Board of Trustees for the Dripping Springs Independent School District find that the appropriate real estate transactions related to completion of the Town Center Project provides a public benefit to the constituencies served by each of the entities and to the taxpayers of each entity; and

WHEREAS, this Interlocal Agreement is intended to facilitate completion of the planning and construction of infrastructure and related improvements of the Town Center Project; and

WHEREAS, the Parties entered into a Memorandum of Understanding to facilitate timely planning and assessment of the viability of the Town Center in September 2017; and

WHEREAS, timely commitments on the transfer of the City and DSISD properties is desired to plan for the Town Center, but both the City and DSISD desire additional time before vacating their current properties; and

WHEREAS, the Parties plan to acquire and sell or exchange real property, build, occupy, and share a building and complex on a single tract of land.

NOW, THEREFORE, the City, DSISD, Library, and County, in consideration of the terms, conditions, and covenants contained herein, hereby agree as follows:

ARTICLE I TERM OF AGREEMENT

1.1 Term. The term of this Agreement (“Term”) shall commence on the Effective Date and shall expire April 1, 2025.

ARTICLE II AGREEMENTS

2.1 Conditions. The Parties recognize that certain conditions must be met for the development of Town Center. The City, DSISD, County, or Library, may end its involvement with the development of Town Center and its participation in this Agreement if the City, DSISD, Library, County, or TIRZ are unable to agree upon a site or obtain financing to fund the Town Center Project or replacement facilities related to the Project.

2.2 City Agreement. The City shall:

To advance and implement the development of the Dripping Springs Town Center, the City of Dripping Springs (City) shall:

- (a) In accordance with Chapter 272, Texas Local Government Code, to commit to making the current City Hall Property and right of way located on the corner of Highway 290 and Mercer Street available for future purchase or transfer for the Town Center project and negotiate in good faith and enter into an agreement for the purchase of all or part of the City property within the Town Center Site with or without existing improvements, as agreed, on all or a part of the property located at 511 Mercer Street, Dripping Springs, Texas, including the right of way located on the corner of Highway 290 and Mercer Street to the extent allowed by law, that is required for development of Phases 1 and 1A, including property required for new City, Library, and County facilities, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval by the governing boards of each entity involved in the sale or exchange within six months from the date of

execution of this Agreement. The agreement shall include the part(ies) who will purchase or otherwise obtain the City property, the method(s) of transfer, and the date(s) on or around which the properties will be transferred. The final price or land exchange may be determined by the applicable parties at a time mutually agreeable to the parties who are purchasing and selling the property.

- (b) Negotiate in good faith with the Library and County the terms of a cost-sharing agreement for eligible shared infrastructure improvements, including each entity's pro rata share of right-of-way, utility, and drainage improvements within six months of the execution of this Agreement based on service demands and to the extent these may be supported by each party's available financing resources, as well as any reimbursement agreements for costs the City may be able to incur that exceed its pro rata share (e.g., initially covering a portion of the Library or County pro-rata share subject to future funding allocations from those entities or the TIRZ);
- (c) To the extent allowed by law, adopt a Plan of Finance for the Phase 1 and 1A infrastructure in cooperation with the TIRZ Board, DSISD, Library, and Hays County within twelve months of the execution of this Agreement and will engage a contractor for design of the improvements within six months after the adoption of the Plan of Finance by applicable parties;
- (d) Within six months after approval of the Plan of Finance associated with this agreement is finalized as to the terms listed above and property dedicated to each entity by the DSISD and City as negotiated, initiate an application for Planned Development District zoning and promote its approval and provide for the entitlement process for the Town Center, including any required public outreach and engagement;
- (e) Conduct space planning and design for the construction of a new City Hall and associated parking and utilities, with the express intent to restrict the land area required to the 1.2-acre site identified as "Civic Site 2" in the Town Center Plan as attached on Exhibit "A" (Fall 2019 version); and
- (f) Within three months of adoption of the Plan of Finance by the City, the City shall present a cost reimbursement agreement to the TIRZ Board for recommendation whereby City-issued debt and other financing can provide initial funding for any Phase 1 and 1A infrastructure not otherwise funded by the Library or County, to reimburse the City on a pay-as-you-go basis and/or issue debt supported by TIRZ revenues to pay down the City's initial financing; and
- (g) In addition, the City may, at its sole discretion:
 - (1) Engage the DSISD, Library, and/or Hays County to explore the potential for shared use of portions of the planned new City Hall building, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable;
 - (2) Execute the acquisition of the new City Hall site through a transaction with DSISD;

- (3) Negotiate in good faith for the disposition of the City's current City Hall property to an eventual end purchaser related to the Town Center Project;
- (4) Complete fundraising for and construction of the new City Hall and associated on-site improvements; and
- (5) Pursue funding for Town Center infrastructure and other improvements through other potential resources, including proceeds from cash-in-lieu fees, contributions from development agreements, disposition of public assets, State, County, or regional funding, or any other viable sources.

2.3 DSISD Agreement. DSISD shall:

- (a) The DSISD shall permit the Parties in this Agreement to purchase and/or agree to the exchange of property, at an agreed value, sufficient land within the boundaries of the District Property, as more described below, to construct the Town Center project. The sale and/or exchange of property and purchase is subject to Chapter 272 of the Texas Local Government Code, Section 11.154 of the Texas Education Code, and subparagraph 2.3(b).
- (b) The Parties agree to negotiate in good faith and enter into an agreement for the future sale of the property with the City of Dripping Springs, Library, and/or Hays County, with or without improvements, on approximately eleven point seven (11.7) acres generally located at 510 Mercer Street, Dripping Spring, Texas, excluding the Walnut Springs Elementary School track and field, as required for development of Phases 1 and 1A, but including property required for new City, Library, and County facilities, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval of the governing boards of each entity within six months from the date of execution of this Agreement. The agreement shall include the part(ies) who will purchase or acquire the DSISD property, the method(s) of transfer, and the date(s) on or around which the property will be sold or transferred but not later than July 1, 2022 or on the date agreed to by the DSISD and the buyer(s) of the property in the agreement referenced herein. The final price or land exchange may be determined by the applicable parties at a time in the future, as mutually agreeable to the parties who are purchasing and selling the property; and
- (c) The responsibility for the demolition of the existing improvements at 510 Mercer Street shall be determined by the Board of Trustees during the real estate negotiations; and
- (d) If the Town Center project is terminated and paragraph 2.3(a) and (b) is not exercised, then in accordance with the requirements of Chapter 272, Texas Local Government Code, DSISD will negotiate in good faith and enter into a real estate sales contract with the Library for property in the amount of acreage sufficient to build a 35,000 square foot building and additional acreage to support the infrastructure as set forth in the interlocal agreement between the Library and District.
- (e) In addition, DSISD may, at its sole discretion:

- (1) Engage the City, Library, and/or Hays County to explore the potential for shared use of portions of the planned new City Hall building or other Town Center facilities, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable; and
- (2) Engage the City in discussions regarding the potential swap of the current City Hall site and building or other City property, with or without improvements, for portions of the current DSISD property required for Phases 1 and 1A of the Town Center Plan, with each property owner receiving fair market value in such an exchange.

2.4 Library. The Library shall:

To advance and implement the development of the Dripping Springs Town Center, the Dripping Springs Community Library (Library) shall:

- (a) In accordance with Chapter 272 Texas Local Government Code, negotiate in good faith and enter into an agreement to purchase all or part of the property from the DSISD for the property within the Town Center Site, with or without existing improvements, as agreed, on all or a part of approximately eleven point seven (11.7) acres generally located at 510 Mercer Street, Dripping Springs, Texas, excluding the Walnut Springs Elementary School track and field, that is required for development of Phases 1 and 1A, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval by the governing boards of each entity within six months from the date of execution of this Agreement. The agreement shall include the part(ies) who will purchase or obtain the DSISD property, the method(s) of transfer, and the date(s) on or around which the property will be sold or transferred but not later than July 1, 2022 or on the date agreed to by the DSISD and the buyer(s) of the property in the agreement referenced herein.. The final price or land exchange may be determined by the applicable parties at a time in the future, as mutually agreeable to the parties who are purchasing and selling the property; and
- (b) Negotiate in good faith with the City and County the terms of a cost-sharing agreement for eligible shared infrastructure improvements, including each entity's pro rata share of right-of-way, utility, and drainage improvements within six months of the execution of this Agreement based on service demands and to the extent these may be supported by each party's available financing resources, as well as any reimbursement agreements for costs the Library may be able to incur that exceed its pro rata share (e.g., initially covering a portion of the City or County pro-rata share subject to future funding allocations from those entities or the TIRZ) and assist the City in the preparation for its Plan of Finance; and
- (c) Conduct space planning, design, and site planning for the construction of a new Town Center Library and associated parking and utilities, with the express intent to restrict the land area required to the 1.8-acre site identified as "Civic Site 1" in the Town Center Plan as attached on Exhibit "A" (Fall 2019 version), accounting for Library parking that may be accommodated on-street in the public right-of-way.

(d) In addition, Library may, at its sole discretion:

- (1)** Engage the DSISD, City, and/or Hays County to explore the potential for shared use of portions of the planned Town Center Library building, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable; and
- (2)** To the extent allowed by law, complete fundraising for and construction of the new Town Center Library and associated on-site improvements as well as any shared infrastructure that the Library's financing resources may be able to support.
- (3)** Acquire land suitable for the new Library facility.

2.5 Conditions of the County.

To advance and implement the development of the Dripping Springs Town Center, Hays County shall:

- (a)** In accordance with Section 272.001(b)(5), Texas Local Government Code, negotiate in good faith and enter into an agreement for the purchase of all or part of the property from the DSISD and/or the City for the acquisition of real property with or without improvements, as agreed, on all or part of approximately eleven point seven (11.7) acres generally located at 510 Mercer Street, Dripping Springs, Texas, excluding the Walnut Springs Elementary School track and field and/or the property at 511 Mercer Street with or without existing improvements, that is required for development of Phases 1 and 1A, including property required for new City, County, and Library facilities, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval by the governing board of each entity, for a County facility within six months from the date of execution of this agreement. The agreement shall include the part(ies) who will purchase or obtain the DSISD and/or City property, the method(s) of transfer, and the date(s) on or around which the property will be transferred in 2022, for DSISD property not later than July 1, 2022 or on the date agreed to by the DSISD and the buyer(s) of the property in the agreement referenced herein.. The final price or land exchange may be determined by the applicable parties at a time in the future as mutually agreeable to the parties who are purchasing and selling the property; and
- (b)** Negotiate in good faith with the Library and City the terms of a cost-sharing agreement for eligible shared infrastructure improvements, including each entity's pro rata share of right-of-way, utility, and drainage improvements within six months of execution of this Agreement based on service demands and to the extent these may be supported by each party's available financing resources, as well as any reimbursement agreements for costs the County may be able to incur that exceed its pro rata share (e.g., initially covering a portion of the Library or City pro-rata share subject to future funding allocations from those entities or the TIRZ) and assist the City in preparation of its Plan of Finance; and

- (c) Conduct space planning and design for the construction of a new County facility by Spring 2022 and associated parking and utilities, with the express intent to restrict the land area required to a portion of the 1.2-acre site identified as “Civic Site 2” in the Town Center Plan as attached on Exhibit “A” (Fall 2019 version).
- (d) In addition, the County may, at its sole discretion:
- (1) Execute the acquisition of the new County site through a transaction with DSISD;
 - (2) Within three months of adoption of the Plan of Finance by the City, present to the TIRZ Board the terms of a cost reimbursement agreement whereby County resources can provide initial funding for any Phase 1 and IA infrastructure not otherwise funded by the Library or City to reimburse the County on a pay-as-you-go basis and/or issue debt supported by TIRZ revenues to pay down the County’s initial financing;.
 - (3) Engage the DSISD, City, and/or Library to explore the potential for shared use of portions of the planned new civic buildings instead of or in addition to constructing a new County facility, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable;
 - (4) Complete fundraising for and construction of the new County facility and associated on-site improvements; and
 - (5) Pursue funding for Town Center infrastructure and other improvements through other potential resources, including proceeds from County parks and transportation bonds, contributions from development agreements, disposition of public assets, State or regional funding, or any other viable sources.

ARTICLE III DEFAULT, REMEDIES, TERMINATION

3.1 Defaults, Generally. A default shall occur (“Default”) hereunder if either the City, DSISD, Library, or County shall fail or refuse to perform any of its respective obligations under this Agreement and such Default shall continue for thirty (30) days after written notice from the non-defaulting parties to the defaulting party designating such Default (or for such longer period as may be reasonably required to cure such Default in the exercise of all due diligence but not in excess of ninety (90) days).

3.2 Remedies after Default. If a Default occurs, the non-defaulting party shall have all the remedies available to the non-defaulting party at law or in equity, including the right to bring an action for specific performance against the defaulting party.

3.3 Notice of Default; Opportunity to Cure. If this Agreement is breached, the party alleging the default or breach shall give the breaching party not less than thirty (30) days written notice, measured from the date of the certified mailing, specifying the nature of the alleged default, and when appropriate, the manner in which the alleged default may be satisfactorily cured. If the

nature of the alleged default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within the period.

3.4 Notice of Intent to Terminate on Default. At any time following the thirty-day cure period, the complaining party may institute legal proceedings and/or give written notice of intent to terminate the Agreement by certified mail. The written notice of intent to terminate shall specify the nature of the alleged grounds for termination.

3.5 Termination of Agreement. Each party shall be able to terminate this Agreement by giving a thirty (30) day written notice to each other Party if the party terminating the Agreement: (1) no longer can obtain funding for the Town Center Project; (2) no longer can allocate funding for the construction of replacement facilities affected by the Town Center Project; (3) there is a legal or budgetary impediment to the DSISD; or (4) a legal impediment to the City.

3.6 Cancellation of Agreement. Except as otherwise permitted herein, this Agreement may be cancelled, in whole or in part, only by mutual written consent of all of the Parties.

3.7 Time of Essence to Agreement. The Parties agree that time is of the essence to this Agreement.

**ARTICLE IV
GENERAL PROVISIONS**

4.1 Notice. Any notice or statement required or permitted to be delivered by one of the Parties to this Agreement to the other shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the address shown below, or at such other address (or addressees) provided by the parties to each other:

District: Dripping Springs Independent School District
c/o Superintendent
510 Mercer Street
Dripping Springs, Texas 78720

With copy to: Oscar G. Trevino
Walsh, Gallegos, Trevino, Russo & Kyle P.C.
505 E. Huntland Dr. #600
Austin, Texas 78752

City: City of Dripping Springs
c/o Michelle Fischer
511 Mercer Street
Dripping Springs, Texas 786201

With copy to: Laura Mueller
City Attorney
511 Mercer Street
Dripping Springs, Texas 786201

Library: Dripping Springs Community Library District
c/o Missy Atwood
501 Sportsplex Drive
Dripping Springs, Texas 78620

With copy to: Kate Leverett
GERMER PLLC
550 Fannin, Suite 400
Beaumont, Texas 77701

County: Hays County
c/o Hays County Judge
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666

With copy to: Mark Kennedy
County General Counsel
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666

4.2 No Joint Venture; No Third-Party Beneficiaries. It is acknowledged and agreed to by the Parties to this Agreement that the terms hereof are not intended to and shall not constitute a partnership or joint venture between the parties. The Parties, their officials, officers, and agents, do not assume any responsibility or liability to any third parties in connection with the design, construction, operation or maintenance of any structures or improvements associated with Town Center.

4.3 Applicable Law and Venue. This Agreement is made and shall be construed and interpreted under the laws of the State of Texas, and venue to enforce or interpret any aspect of this Agreement shall lie in Hays County, Texas.

4.4 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated herein, and this instrument supersedes any prior agreements or understandings between the parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement.

EXECUTED on this the 15th day of April 2020 (“Effective Date”).

[signature pages follow]

CITY OF DRIPPING SPRINGS, TEXAS

Todd Purcell

Todd Purcell, Mayor

Attest:



Andrea Cunningham
Andrea Cunningham, City Secretary

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT

Dr. Mary Jane Hetrick
Vice-President, Board of Trustees

Attest:

Shannon O'Connor
Secretary, Board of Trustees

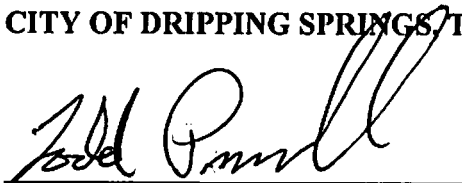
DRIPPING SPRINGS COMMUNITY LIBRARY DISTRICT

Missy Atwood, President

Attest:

Melva Codina, Treasurer

CITY OF DRIPPING SPRINGS, TEXAS



Todd Purcell, Mayor

Attest:

Andrea Cunningham, City Secretary

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT

Dr. Mary Jane Hetrick

**Dr. Mary Jane Hetrick
Vice-President, Board of Trustees**

Attest:

Shannon O'Connor

**Shannon O'Connor
Secretary, Board of Trustees**

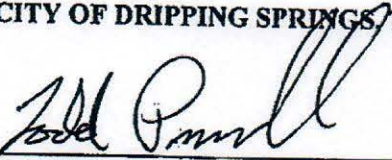
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Missy Atwood, President

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CITY OF DRIPPING SPRINGS, TEXAS



Todd Purcell, Mayor

Attest:

Andrea Cunningham, City Secretary

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT

Dr. Mary Jane Hetrick
Vice-President, Board of Trustees

Attest:

Shannon O'Connor
Secretary, Board of Trustees

DRIPPING SPRINGS COMMUNITY LIBRARY DISTRICT



Missy Atwood, President

Attest:



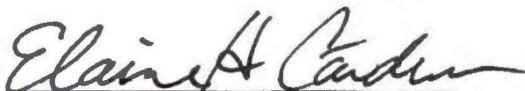
Melva Codina, Treasurer

HAYS COUNTY



Ruben Becerra, Hays County Judge

Attest:

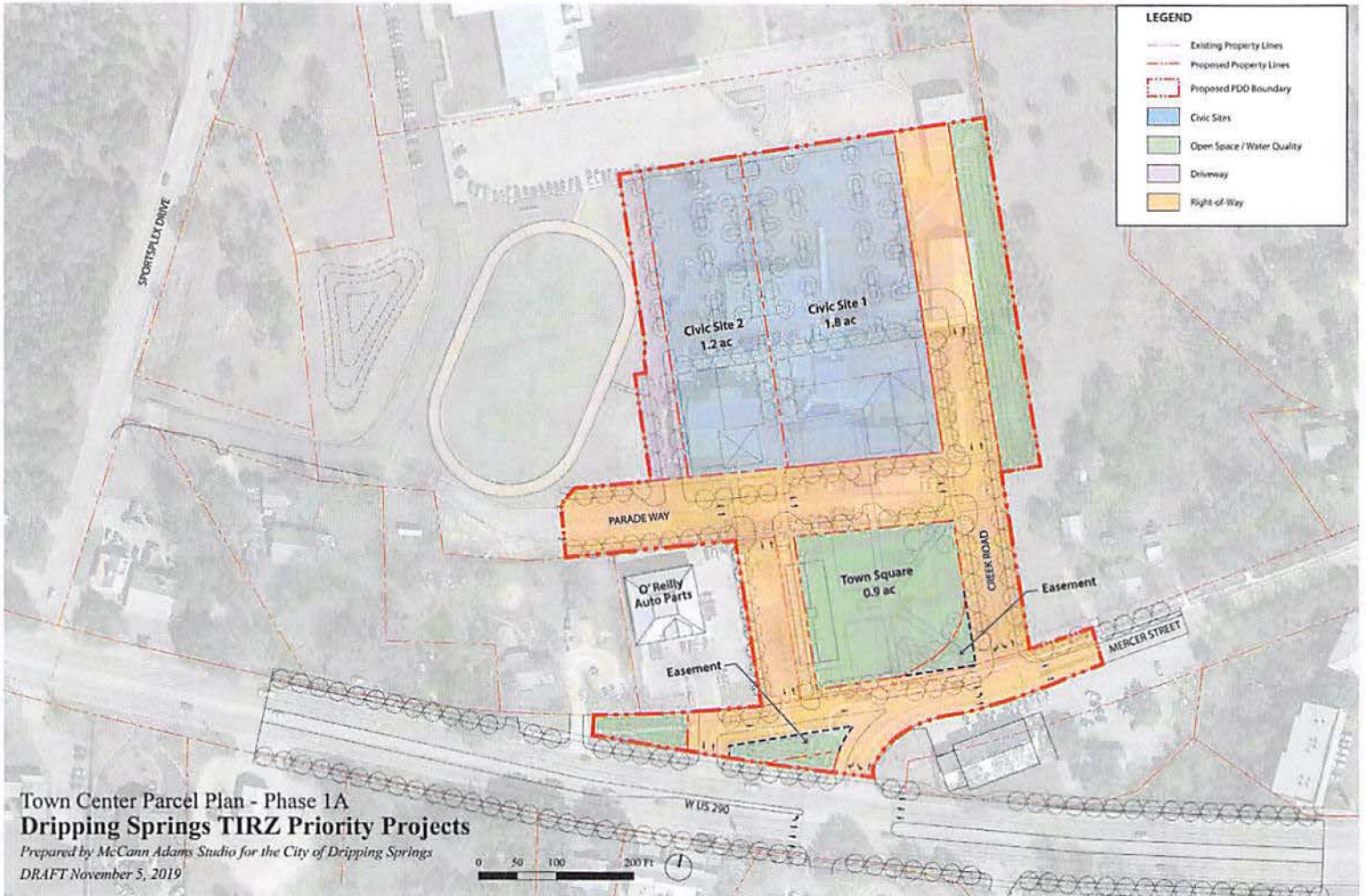


Elaine Cardenas, Hays County Clerk



Exhibit "A"

Town Center Plan "Civic Site 2"





City of Dripping Springs

Post Office Box 384
511 Mercer Street
Dripping Springs, Texas 78620

Agenda Item Report from: TIRZ Project Manager / Keenan Smith

TIRZ Board Meeting Date:	2/8/2021
Agenda Item Wording:	Old Fitzhugh Rd. "Grant Writer Services" TJKM Proposal & PSA
Agenda Item Requestor:	TIRZ Project Manager / Keenan Smith
Board Member Sponsor:	TIRZ Board Chair / Dave Edwards
Summary/Background:	<p>On January 19, 2021, the City Council approved the TIRZ Board recommendation to find the firm of TJKM as "most qualified" under the terms and requirements of the previously conducted Grant Writing and Management Services RFQ process for the Old Fitzhugh Road Project, and directed Staff to enter into Professional Services Agreement (PSA) negotiations.</p> <p>On January 22, 2021, the TIRZ Project Manager issued a Request for Proposals (RFP) to TJKM (see attached) based on the approach they presented in their Statement of Qualifications (SOQ), requesting a proposed "Task Order #1" Scope of Work (SOW) and Fee Proposal. A meeting with TJKM was then held to discuss and refine the proposed objectives, tasks and timeline.</p> <p>TJKM developed the attached "Proposal for Grant Writing and Management Services for Old Fitzhugh Road Project" dated January 26, 2021 (as revised w/file date: "1-28") which outlines their proposed Scope of Work, Tasks, Deliverables, along with prospective Schedule, Fees and Rate Schedule.</p> <p>Scope of Work: Project Approach & Scope of Work is per their SOQ w/some minor adjustments:</p> <ul style="list-style-type: none"> • Task 1: Kick Off Meeting • Task 2: Data Gathering & Analysis > Strategic Funding Plan with Potential Funding Sources • Task 3: Prepare Grant Applications (as selected- includes two (2) Grant Applications) <p>Proposed Fee: Not To Exceed \$15,000, billed on an Hourly Basis, to include some front-end "Strategic Funding Plan" work & analysis to understand the project & opportunities, plus writing (2) two selected grant proposals (to be identified in Task #2).</p> <p>Staff Notes: Grant Management services are Not Included in Contract (NIC), and would depend on the type of Grants available & a successful Grant award). If needed, this would be part of a future Task order and constitute a separate RFP and Fee Proposal.</p> <p>Project Schedule: Depending upon timing of available and applicable Grants, the proposal anticipates completion within a calendar year of Notice To Proceed (NTP).</p> <p>Staff Recommendation: "Approval of TJKM proposal for Grant Writing & Management Services for the TIRZ Old Fitzhugh Road Project, and recommendation for approval of the supporting PSA to City Council."</p> <p>Next Steps: City Council approval, PSA execution, Notice To Proceed (NTP) to follow immediately.</p> <p>Respectfully Submitted: Keenan E. Smith, AIA / TIRZ Project Manager- 2/03/21- 1615 hrs</p>

Staff Recommendations:	TIRZ Board Approval; forward recommendation to City Council;
Actions by Other Jurisdictions/Entities:	N/A
Previous Council Action:	N/A
Recommended Council Action:	Approval with TIRZ Board Recommendations.
Alternatives/Options:	Deny. Table Item to a Date Certain.
Budget/Financial Impact:	NTE \$15,000. Partial funding allocation of up to \$7,500 is available from TIRZ "Miscellaneous Consulting" Budget, with balance to be funded from other appropriate and available City Budget categories. Alternatively, this item may be fully funded from appropriate and available City Budget categories, at City Council's discretion.
Attachments:	City of Dripping Springs Proposal-1-28.pdf (TJKM Proposal)
Related Documents at City Hall:	TIRZ OFR Grant Writer RFQ. TIRZ OFR Grant Writer SOQ Responses (4) TIRZ OFR SOQ Evaluations_Final_201203
Public Notice Process:	N/A
Public Comments:	N/A
Enforcement Issues:	N/A
Comprehensive Plan Element:	N/A
Next Step/Schedule:	City Council Approval. Authorize Staff to execute PSA with recommended firm, and issue Notice To Proceed (NTP): (March 2021).

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the ___ day of _____, 2021 and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **TJKM**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

1. Description of Services: The City and Contractor agree to the following:

- (a) Contractor shall deliver written reports to City Hall via mail, in person, 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.
- (c) Contractor may from time to time be called upon to perform the following services as outlined in its scope:
 - (d) Attend meetings of the City Council, the Transportation Committee, and the Tax Increment Reinvestment Zone Boards when requested by the Mayor, City Administrator, or Deputy City Administrator; and/or
 - (e) Attend other public or private meetings involving review of grant applications related to the duties performed under this Agreement.
 - (f) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
 - (g) Contractor will report to the Deputy City Administrator Ginger Faught verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
 - (h) 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.
 - (i) Performs other related duties as needed.

2. Scope of Work. Contractor will assist the City’s grant application services for the Old Fitzhugh Road Project including grant application development and related services as listed in **Attachment “A”**. Additional Services may be agreed to in writing by both parties and billed at the rates listed in **Attachment “A”**.

3. Payment for Services: The City will compensate Contractor in accordance with the fee

structure contained in **Attachment “A”**. The cost shall not exceed fifteen thousand dollars (\$15,000) for the initial two grant applications. Contractor shall invoice City accordingly. Any charge that is in excess of the costs in the proposal shall not be paid by the City unless additional costs have been approved in writing by the City.

- 4. 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 legal services.
- 5. Limitations:** During the period the Contractor is covered by this agreement, the Contractor will not be permitted to perform any services for any agency, developer, contractor or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City.
- 6. Termination:** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. Contractor shall be paid for any completed work. In order to be paid for completed work, the Contractor shall submit an invoice for review and submit all documents and products for which payment is sought. Payment shall not be more than the amount listed in Section 3: Payment for Services unless additional services were requested in writing by the City and performed by the Contractor.
- 7. Injuries/Insurance:** Contractor acknowledges the contractor’s obligation to obtain appropriate insurance coverage as listed in **Attachment “B”**.
- 8. INDEMNIFICATION.** CONTRACTOR HEREBY RELEASES, AND SHALL CAUSE ITS INSURERS, ITS SUBCONTRACTORS, TO RELEASE CITY AND ITS AGENTS AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION WHICH CONTRACTOR, ITS INSURERS, ITS SUBCONTRACTORS MIGHT OTHERWISE POSSESS RESULTING IN OR FROM OR IN ANY WAY CONNECTED WITH ANY LOSS COVERED OR WHICH SHOULD HAVE BEEN COVERED BY INSURANCE MAINTAINED AND/OR REQUIRED TO BE MAINTAINED BY CONTRACTOR AND/OR ITS SUBCONTRACTORS PURSUANT TO THIS AGREEMENT, EVEN IF SUCH CLAIMS OR CAUSES OF ACTION ARISE FROM OR ARE ATTRIBUTED TO THE SOLE OR CONCURRENT NEGLIGENCE OF ANY CITY AGENT OR FROM STRICT LIABILITY.
- 9. 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.
- 10. 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:

ATTACHMENT “A”
PROPOSAL OF WORK

DRAFT

ATTACHMENT "B"

CITY OF DRIPPING SPRINGS INSURANCE REQUIREMENTS

Auditing Firm providing services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Dripping Springs as additional named insured as to all applicable coverage.
2. Provide for at least ten (10) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of Insurance: Certificates of insurance evidencing all of the required insurance coverages shall be submitted to the City. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is renewed or extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall also be provided to the City of Dripping Springs prior to the date the contract is renewed or extended.

Type of Contract Type and Amount of Insurance

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
- Professional Services Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$1 Million Dollars aggregate.