



## **TIRZ No. 1 & No. 2 Board of Directors Regular Meeting**

*City of Dripping Springs Council Chambers*

*511 Mercer Street – Dripping Springs, Texas*

*Monday, March 18, 2024, at 4:00 PM*

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## **AGENDA**

### **CALL TO ORDER AND ROLL CALL**

#### **Board Members**

Place 2 Craig Starcher, Chair

Place 3 Taline Manassian, Vice Chair

Place 1 Dave Edwards

Place 4 Miles Mathews

Place 5 Missy Atwood

Place 6 Susan Kimball

Place 7 Walt Smith

Advisory Member Bob Richardson

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

City Administrator Michelle Fischer

Deputy City Administrator Shawn Cox

City Attorney Laura Mueller

Deputy City Secretary Cathy Gieselman

TIRZ Project Manager Keenan Smith, AIA

TIRZ Administrator Jon Snyder

### **PRESENTATION OF CITIZENS**

*A member of the public that wishes to address the Board on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the Board that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the Board must present the documents to the City Secretary or City Attorney providing at least eight (8) copies; if eight (8) copies are not provided, the Board will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Chair may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.*

### **PRESENTATIONS**

*Presentations are for discussion only and no action shall be taken.*

## MINUTES

- 1. Discuss and consider approval of the February 12, 2024, TIRZ No. 1 & No. 2 Board regular meeting minutes.**

## BUSINESS AGENDA

- 2. Presentation of the Fiscal Year 2025 Budget Calendar and consideration of the appointment of a Budget Committee.**
- 3. Discuss and consider possible action regarding TIRZ Priority Project Subcommittee member appointments and meetings.**
- 4. Update and consider possible approval of TIRZ Priority Projects. *TIRZ Project Manager, Keenan Smith***
- 5. Update and discussion regarding Old Fitzhugh Road Project.**
- 6. Discuss and consider approval of a Professional Services Agreement between the City of Dripping Springs and Co'design, LLC for Landscape Architectural Services for the parking lot area adjacent to the Stephenson School Building; approval of using available funds from the "Miscellaneous Consulting" TIRZ FY 2024 expense line item for the Agreement; and approval for the City Administrator to finalize and execute the Agreement and issue a Notice to Proceed.**

## CLOSED SESSION

*The Board has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.*

- 7. Consultation with Attorney and Deliberation Regarding Real Property related to TIRZ Priority Projects. (551.071, Consultation with Attorney; 551.072, Deliberation Regarding Real Property)**

## UPCOMING MEETINGS

### **TIRZ No. 1 & No. 2 Board Meetings**

April 15, 2024, at 4:00 p.m.

May 13, 2024, at 4:00 p.m.

June 10, 2024, at 4:00 p.m.

**City Council Meetings**

March 19, 2024, at 6:00 p.m.

April 2, 2024, at 6:00 p.m.

April 16, 2024, at 6:00 p.m.

May 7, 2024, at 6:00 p.m.

**ADJOURN**

**TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING**

*I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com), on **March 15, 2024 at 4:20 PM.***

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*Cathy Gieselman, Deputy 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 of Directors Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street – Dripping Springs, Texas

Monday, February 12, 2024, at 4:00 PM

### MINUTES

#### CALL TO ORDER AND ROLL CALL

With a quorum of the Board present, Chair Starcher called the meeting to order at 4:00 p.m.

**Board Members present were:**

Place 2 Craig Starcher, Chair  
 Place 3 Taline Manassian, Vice Chair  
 Place 1 Dave Edwards  
 Place 4 Miles Mathews  
 Place 6 Susan Kimball  
 Place 7 Walt Smith (*arrived @ 4:27 p.m.*)  
 Advisory Member Bob Richardson

**Board Members absent were:**

Place 5 Missy Atwood

**Staff, Consultants & Appointed/Elected Officials present were:**

Deputy City Administrator Shawn Cox  
 City Attorney Laura Mueller  
 Planning Director Tory Carpenter  
 Deputy City Secretary Cathy Gieselman  
 TIRZ Project Manager Keenan Smith, AIA

#### INTRODUCTION OF NEW MEMBERS AND NEW CHAIR

Chair Starcher welcomed new Board member, Miles Mathews, who introduced himself. Board member Edwards acknowledged and thanked Chair Starcher for his new role as Chair.

#### PRESENTATION OF CITIZENS

*A member of the public that wishes to address the Board on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the Board that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the Board must present the documents to the City Secretary or City Attorney providing at least eight (8) copies; if eight (8) copies are not provided, the Board will receive the documents the following day. Audio Video*

*presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Chair may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.*

No one spoke during Presentation of Citizens.

## **PRESENTATIONS**

*Presentations are for discussion only and no action shall be taken.*

## **MINUTES**

- 1. Discuss and consider approval of the January 8, 2024, TIRZ No. 1 & No. 2 Board regular meeting minutes.**

A motion was made by Board Member Edwards to approve the January 8, 2024, TIRZ No. 1 & No. 2 Board regular meeting minutes. Board Member Kimball seconded the motion which carried unanimously 5 to 0.

## **BUSINESS AGENDA**

- 2. Discuss and consider recommendation regarding Amendment No. 2 to the Professional Services Agreement between the City of Dripping Springs and HDR Engineering related to the Old Fitzhugh Road Project and Project Update.**
- 3. Discuss and consider recommendation regarding an Amendment to the FY'24 Budget regarding project funding.**

Items number 2 and 3 were considered together. Keenan Smith presented the staff report and provided the presentation that was shown at the January 8, 2024, TIRZ No. 1 & No. 2 regular meeting both of which are on file.

A motion was made by Vice Chair Manassian to recommend approval to City Council of items number 2 and number 3 together regarding Amendment No. 2 to the Professional Services Agreement between the City of Dripping Springs and HDR Engineering related to the Old Fitzhugh Road Project and regarding an Amendment to the FY'24 Budget regarding project funding. Board Member Kimball seconded the motion which carried 6 to 0.

## **CLOSED SESSION**

*The Board has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.*

The Board did not meet in Executive Session.

## UPCOMING MEETINGS

### TIRZ No. 1 & No. 2 Board Meetings

March 18, 2024, at 4:00 p.m.

April 15, 2024, at 4:00 p.m.

May 13, 2024, at 4:00 p.m.

### City Council Meetings

February 20, 2024, at 6:00 p.m.

March 5, 2024, at 6:00 p.m.

March 19, 2024, at 6:00 p.m.

April 2, 2024, at 6:00 p.m.

## ADJOURN

A motion was made by Board Member Mathews to adjourn the meeting. Board Member Edwards seconded the motion which carried unanimously 6 to 0.

This regular meeting adjourned at 4:50 p.m.



# DRIPPING SPRINGS Texas

## City of Dripping Springs FY 2025 Tax Rate & Budget Adoption Important Dates & Deadlines

Approved by Council: March 5, 2024

The attached Budget Calendar outlines the statutory dates and planning activities for City Staff, B Commissions, Committees and City Council as they relate to the Budget Process for Fiscal Year 2025. Calendar activities in RED note deadlines for staff & City Council, and Public Notifications. The Finance Director will coordinate with City Administration, the City Attorney and City Secretary regarding all notices, ordinances and resolutions as adopted, to include filing the proper documents with County and State Entities. The City Council will hold the following meetings regarding the Tax Rate and Budget Adoption:

- June 04, 2024: Budget Workshop
- June 18, 2024: Budget Workshop
- July 02, 2024: Budget Workshop
- July 16, 2024: Budget Workshop
- August 06, 2024: Budget Workshop, Set Proposed Tax Rate, and Discussion
- August 20, 2024: Budget Workshop
- September 03, 2024: Budget Workshop, Public Hearings on Tax Rate and Budget, and Possible Adoption of the Budget\*
- September 17, 2024: Adoption of Approved Budget and Tax Rate, and Ratification of Tax Rate\*\*

*\*The Council may choose to either adopt the budget or postpone adoption to the following meeting on September 17, 2024.*

*\*\*If the total property tax revenue is raised, the Council will need to Ratify the Tax Rate with a resolution.*

All other calendar dates are related to the budget planning process for City staff to include recommendations from boards, commissions, and committees. Budget process activities are listed below each calendar for reference. The following boards, commissions and committees will submit budget recommendations:

- DSRP Board of Directors
- Economic Development Committee
- Emergency Management Committee
- Farmers Market Committee
- Founders Day Commission
- Historic Preservation Commission
- Parks & Recreation Commission
- TIRZ No. 1 & No. 2 Board
- Transportation Committee

The Finance Director will provide staff with the proper forms and budget planning materials related to individual requests and department requests. Staff will work with their supervisor and the Finance Director to draft and submit their requests, and Staff Liaisons to Boards, Commissions and Committees will hold meetings to discuss and provide recommendations for requests. The City Secretary will make sure that each meeting following approval of the Budget Calendar has a budget review/recommendation added to the abovementioned board and commission agendas. The City Secretary does not draft committee agendas but is available to staff for assistance. Please make sure you attach, or forward for attachment documents for agenda discussion items.



**City of Dripping Springs**  
**FY 2025 Tax Rate & Budget Adoption**  
**Important Dates & Deadlines**

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<b>March 5, 2024</b>	<b>City Council Approval of Budget Calendar and Presentation on Legislative Changes to the Budget Process</b>
<b>May 17, 2024</b>	<b>City Staff Department Budget Requests Due to Administration (includes individual staff member requests submitted to supervisors and IT related requests)</b>
<b>May 31, 2024</b>	<b>Board, Commission and Committee Budget Recommendations Due; City Staff Employee Pay Recommendations Due from Department Heads</b>
<b>June 4, 2024</b>	<b>City Council Budget Workshop</b>
<b>June 18, 2024</b>	<b>City Council Budget Workshop</b>
<b>June 28, 2024</b>	<b>Finance files Proposed Budget with City Secretary</b>
<b>July 2, 2024</b>	<b>City Council Budget Workshop</b>
<b>July 16, 2024</b>	<b>City Council Budget Workshop</b>
<b>August 6, 2024</b>	<b>City Council Budget Workshop, Set Proposed Tax Rate, and Discussion</b>
<b>August 15, 2024</b>	<b>Publication of Notice of Proposed Tax Rate, and Tax Rate and Budget Public Hearings (Submit for publication August 8, 2024)</b>
<b>August 15, 2024</b>	<b>Begin Continuous Notice of Proposed Tax Rate on City Website with Public Hearing Dates for Budget and Tax Rate Hearing, and Notice of Tax Rate</b>
<b>August 20, 2024</b>	<b>City Council Budget Workshop</b>
<b>September 3, 2024</b>	<b>City Council Budget Workshop – Public Hearings on Tax Rate and Budget (Must take action to either adopt or postpone adoption of the Budget to the September 17, 2024, City Council meeting)</b>
<b>September 17, 2024</b>	<b>City Council Meeting – Adoption of Budget, Ratification of the Tax Rate (if total property tax revenue is raised) and Adoption of the Tax Rate</b>
<b>September 18, 2024</b>	<b>Publication of Tax Rate and Budget on City Website, File Tax Rate and Budget with County and State Entities</b>
<b>September 26, 2024</b>	<b>Publication of Notice of Approved Tax Rate and Budget (Submit for publication on September 19, 2024)</b>

# March 2024

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
				1
4	5	6	7	8
	<b>CC Meeting: Budget Presentation &amp; Budget Calendar Approval</b>		<b>Historic Preservation Commission Budget Discussion</b>	<b>**Staff obtain proper budget request forms from Finance Director</b>
11	12	13	14	15
<b>Founders Day Commission Budget Discussion</b>		<b>DSRP Board Budget Discussion</b>		
18	19	20	21	22
<b>TIRZ Board Budget Discussion</b>		<b>Parks &amp; Recreation Commission Budget Discussion</b>	<b>Farmers Market Committee Discussion  Emergency Management Commission Budget Discussion</b>	
25	26	27	28	29
<b>Transportation Committee Budget Discussion  Founders Day Commission Budget Discussion</b>		<b>Economic Development Committee Budget Discussion</b>		<b>Departmental IT budget requests due to City Administrator</b>

## ***Budget Activities***

- Finance provides necessary budget information and request forms to develop individual and department budget requests.
- Staff begins meeting with boards, commissions, committees, and council members to discuss budget recommendations and form budget planning committees, if that is usual practice.
- Staff department heads review IT related software and equipment requests with Administration, Finance & IT and determine any additional costs related to infrastructure. Requests due to Administration & Finance by March 29<sup>th</sup>.

# April 2024

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1	2	3	4	5
			Historic Preservation Commission Budget Discussion	HOT Grant Application Available
← <i>Staff review draft budget requests with supervisors and Finance Director</i> →				
8	9	10	11	12
		DSRP Board Budget Discussion		
← <i>Staff review draft budget requests with supervisors and Finance Director</i> →				
15	16	17	18	19
TIRZ Board Budget Discussion  Founders Day Commission Budget Discussion		Parks & Recreation Commission Budget Discussion	Farmers Market Committee Budget Discussion  Emergency Management Committee Budget Discussion	
22	23	24	25	26
Transportation Committee Budget Discussion		Economic Development Committee Budget Discussion		
29	30			

*\*\*Dates may vary according to progress*

## ***Budget Activities***

- Staff continues meeting with boards, commissions, committees, and council members to discuss budget recommendations and form budget planning committees, if that is usual practice.
- Staff reviews draft budget requests with supervisors and Finance.

# May 2024

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
		1	2	3
			Historic Preservation Commission Approve Recommendation	HOT Grant Applications Due
6	7	8	9	10
		DSRP Board Approve Recommendation		
13	14	15	16	17
TIRZ Board Budget Approve Recommendation  Founders Day Commission		Parks & Recreation Commission Approve Recommendation	Farmers Market Committee Approve Recommendation  Emergency Management Committee Approve Recommendation	City Staff Department Budget Requests Due (Includes individual staff requests)
20	21	22	23	24
Transportation Committee Approve Recommendation		Economic Development Committee Approve Recommendation		
← City Administration Budget Development →				
27	28	29	30	31
← City Administration Budget Development →				Board, Commission, Committee, & Council Member Budget Recommendations Due

## Budget Activities

- City Staff continues meeting with boards, commissions, committees, and council members to review and approve budget requests and recommendations.
- City Staff continues to develop individual and department budget requests and updates them with feedback provided by Administration & Finance. Staff/Departmental requests due by May 17<sup>th</sup>.
- Administration, Finance & IT work with vendors and staff on options and costs for IT related expenses.
- Administration & Finance draft proposed budget and review with staff and council members as necessary.
- All board, commission, committee, and council member recommendations due to Administration & Finance by May 31<sup>st</sup>.

# June 2024

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
3	4	5	6	7
	CC Meeting: Budget Workshop			HOT Grant Program Recommendation Due
← Budget Review w/Mayor →				
10	11	12	13	14
Founders Day Commission Approve Recommendation				
← Budget Review w/Mayor →				
17	18	19	20	21
	CC Meeting: Budget Workshop			
← Budget Review w/Mayor →				
24	25	26	27	28
				Proposed Budget Filed with City Secretary & Post to Website

## ***Budget Activities***

- Administration & Finance begin budget review with the Mayor.
- City Council holds 1<sup>st</sup> budget workshop to review and discuss proposed budget on June 4<sup>th</sup>.
  - Review of Budget Process – Review of Assumptions
- City Council holds 2<sup>nd</sup> budget workshop to review and discuss proposed budget on June 18<sup>th</sup>.
  - Review of General, Agriculture, Landscaping, Sidewalk, & PEG Funds
- Finance files proposed budget with City Secretary on June 28<sup>th</sup>.
- City Secretary posts proposed budget on city website and copy given to reception for public inspection.

# July 2024

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1	2	3	4	5
	CC Meeting: Budget Workshop			
8	9	10	11	12
15	16	17	18	19
	CC Meeting: Budget Workshop			
22	23	24	25	26
			Certified Tax Rolls Due	
29	30	31		

## Budget Activities

- City Staff continues to meet with council members assigned to discuss recommendations.
- City Council holds 3<sup>rd</sup> Budget Workshop on July 2<sup>nd</sup>.
  - Review of Utilities, Impact Fees & TWDB project.
- City Council holds 4<sup>th</sup> Budget Workshop on July 16<sup>th</sup>
  - Review of Parks (General Fund), DSRP, Parkland Dedication & Development & HOT

# August 2024

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
			1	2
5	6	7	8	9
	<b>CC Meeting: Budget Workshop</b>  <b>**Set Proposed Tax Rate</b>			
12	13	14	15	16
			<b>**Publication of Proposed Tax Rate &amp; Budget Public Hearings</b>  <b>Begin Continuous Notice on City website</b>	
19	20	21	22	23
	<b>CC Meeting: Budget Workshop</b>			
26	27	28	29	30

## ***Budget Activities***

- City Staff continues to meet with council members assigned to discuss recommendations.
- City Council holds 5<sup>th</sup> Budget Workshop on August 6<sup>th</sup>.
  - Review of outstanding or requested items.
- Council sets Proposed Tax Rate on August 6<sup>th</sup>.
- City Secretary submits notice to Century News and Hays Free Press regarding Public Hearing dates for proposed Tax Rate and Budget on August 8<sup>th</sup> for publication on August 15<sup>th</sup>.
- City Secretary & Communications begin continuous notification of public hearing on city website on August 15<sup>th</sup>.
- City Council holds 6<sup>th</sup> Budget Workshop on August 20<sup>th</sup>.
  - Review of outstanding or requested items.

# September 2024

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
2	3	4	5	6
	<b>CC Meeting: Budget Workshop</b>  <b>Public Hearing on Tax Rate &amp; Budget</b>			
9	10	11	12	13
16	17	18	19	20
	<b>CC Meeting: 2<sup>nd</sup> Public Hearing on Tax Rate &amp; Budget</b>  <b>Budget Adoption</b>  <b>Tax Rate Ratification &amp; Adoption</b>	<b>Publication of Tax Rate &amp; Budget on City website</b>  <b>File Tax Rate &amp; Budget with County and State Entities</b>		
23	24	25	26	27
			<b>Publication of Notice of Approved Tax Rate &amp; Budget</b>	
30				

## ***Budget Activities***

- City Staff continues to meet with council members assigned to discuss recommendations.
- City Council holds 7<sup>th</sup> Budget Workshop on September 3<sup>rd</sup>.
- Council holds public hearings for Proposed Tax Rate & Budget on September 3<sup>rd</sup>.
- City Council adopts Budget and Tax Rate on September 17<sup>th</sup>.
- Finance Director prepares Approved Budget for Fiscal Year 2025 with prescribed cover page.
- City Secretary submits notice to Century News and Hays Free Press regarding Approved Tax Rate and Budget on September 19<sup>th</sup> for publication on September 26<sup>th</sup>.
- City Secretary files Approved Tax Rate and Budget with Hays County and State Entities.

**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. 2022-40**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, AMENDING THE FINAL PROJECT PLAN FOR TIRZ NUMBER TWO, SOUTHWEST TIRZ, CITY OF DRIPPING SPRINGS, TEXAS; PROVIDING THAT THE ORDINANCE 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 amend and update the Final Project Plan for Tax Reinvestment Zone Number 2, Southwest TIRZ.

**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, Section 1.05.012 of the City of Dripping Springs Code of Ordinances is hereby amended to include the updated Final Project Plan as attached as 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**

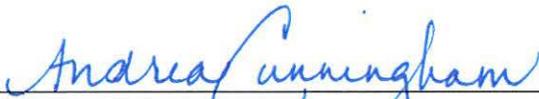
It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as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

**PASSED & APPROVED** this, the 18<sup>th</sup> day of October 2022, by a vote of 4 (ayes) to 0 (nays) 0 (abstentions) of the City Council of Dripping Springs, Texas.

**CITY OF DRIPPING SPRINGS:**

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

**ATTEST:**

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



***EXHIBIT "A"***

TIRZ No. 2 Update Project and Finance Plan



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

DECEMBER 13, 2016  
UPDATED October 18, 2022

Dripping Springs TIRZ  
Final Project Plan & Reinvestment Zone Financing Plan-  
Updated 2022

1. OVERVIEW

1.1 Background

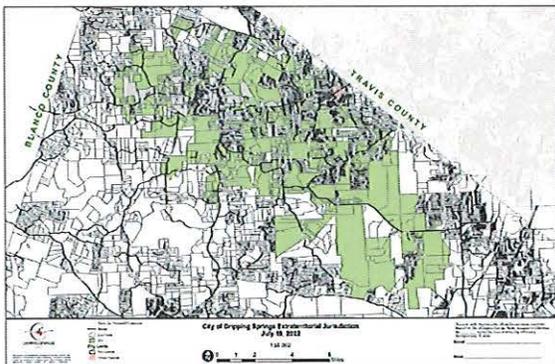
The City of Dripping Springs (the “City”) is a Texas general law municipality incorporated in 1981, located 25 miles west of Austin, Texas. Dripping Springs has an unusually large Extra-Territorial Jurisdiction; with nearly 75,000 square acres the area expands from the city limits of Buda to Travis County 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 latest Census numbers issued for 2020, the City has had a large increase in population in the last ten years within the city limits and an even large increase in the ETJ and School District. This pattern is expected to continue.

As of the 2020 census, the Dripping Springs population, within its city limits, is about 4,656 although its extraterritorial jurisdiction (ETJ) is home to over 40,000 residents. The city offers an exceptional school system and proximity to Austin and San Antonio.

The City created two Tax Increment Reinvestment Zones in 2016, including this Town Center TIRZ No. 1. This plan is an updated version of TIRZ No. 2 where the City, in coordination with the County, has identified additional projects and properties that would benefit the City and County’s residents.

Map Figure 1- City Limit and ETJ



1. 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;

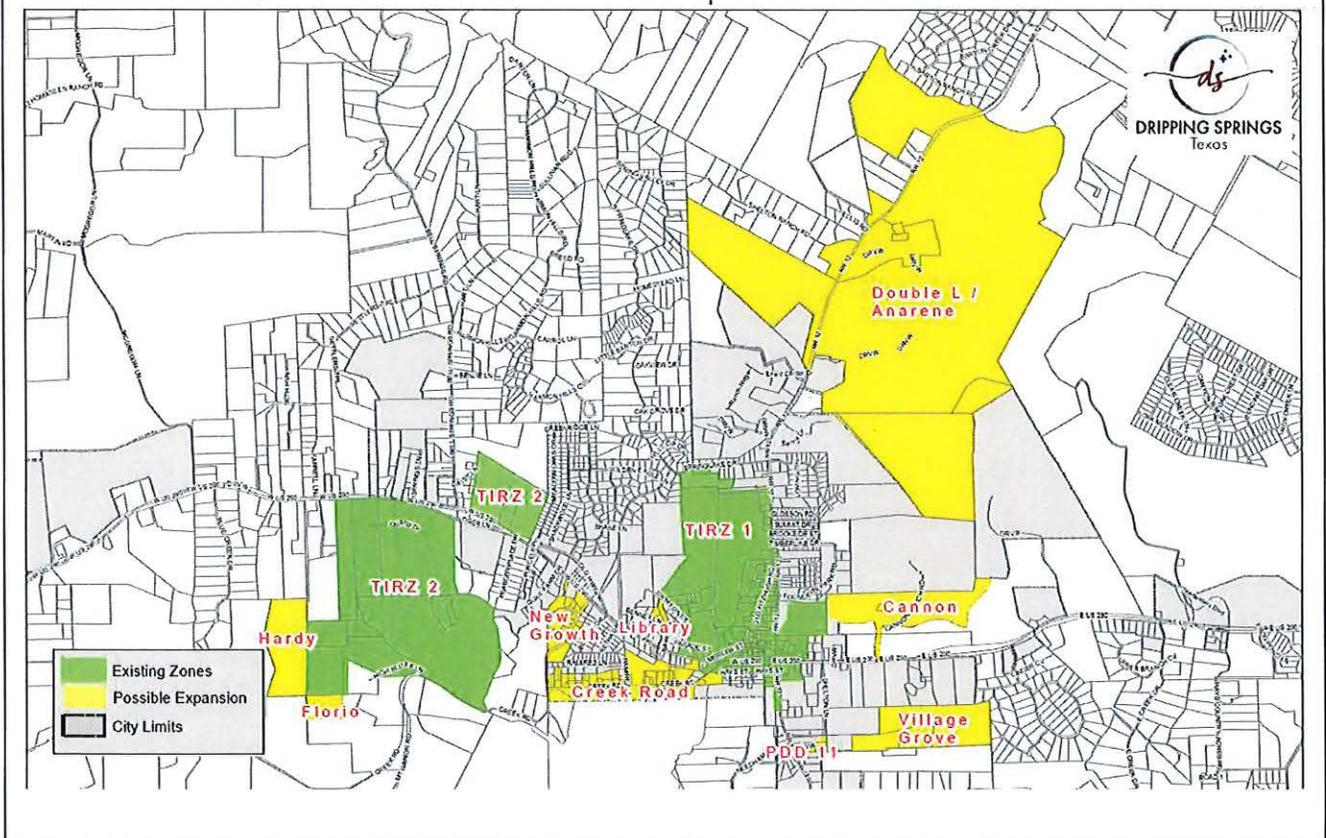
- c) The lack of sidewalks and the inadequacy of certain streets in Dripping Springs also inhibits the growth of the City; and
- d) Low quality and/or sub-standard developments will be an ongoing obstacle to annexation and City growth if allowed to continue.

## 2. Responding to the Challenge

In 2016, the City partnered with the County to 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, Old Fitzhugh Road, Mercer Street, Triangle, Creek Road, Stephenson Building, Downtown Road and Drainage Improvements, 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: Proposed TIRZ boundary



The road and drainage improvements listed, especially those related to Old Fitzhugh Road, Mercer Street, and Creek Road 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 street and drainage improvements, Town Center improvements, Triangle/US 290/RR12 area, road and drainage improvements, Public Parking downtown, Creek Road Improvements, Stephenson Building Improvements, and other road and drainage improvements.

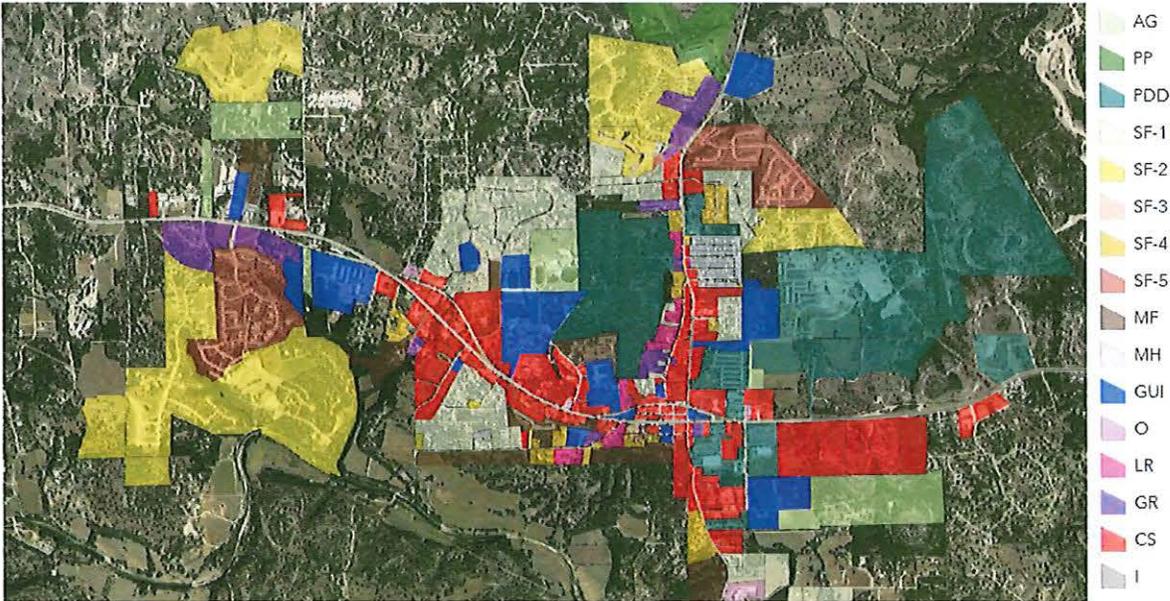
The TIRZ is one layer of funding to help leverage additional funding sources for city improvements. Creating a TIRZ with identified projects is an effective method to communicate to the public and the development community the city’s key areas for investment and targeted growth.

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.

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.

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.

Map Figure 3: Proposed Uses



## 2. FINAL PROJECT PLAN

This Updated Project Plan and Reinvestment Zone Financing Plan (“The Updated 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, Southwest 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 and increase the value of properties West of downtown who will often need to commute through central Dripping Springs to reach employment and recreational activities in 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 and County are both looking for new facilities. The idea to co-locate the entities into a shared facility is a cost-effective way to design civic services. This project will include 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.

### **Stephenson Building Project**

This project is for the preservation and renovation of the building at 101 Old Fitzhugh Road to serve as a community meeting, programs, and performance space, with some civic offices. The work includes hazardous materials abatement, cleaning the foundation, roof replacement, historic window restoration or replacement, gutter system replacement, restoration of the wood floor, ceiling restoration and installation of suspended acoustical ceiling in secondary spaces, TAS/ADA accessibility, mechanical, electrical, plumbing, thermal and moisture protection, carpentry, finishes, earthwork, grading, paving, and an addition for restrooms, storage, and a back stage area.

### **Downtown Bathrooms**

The City has looked at downtown bathrooms to serve the downtown Mercer and Old Fitzhugh Districts. These bathrooms would be in the downtown area and may be attached or near the Stephenson Building. The bathrooms would include an accessible bathroom.

**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

**Ramirez Lane**

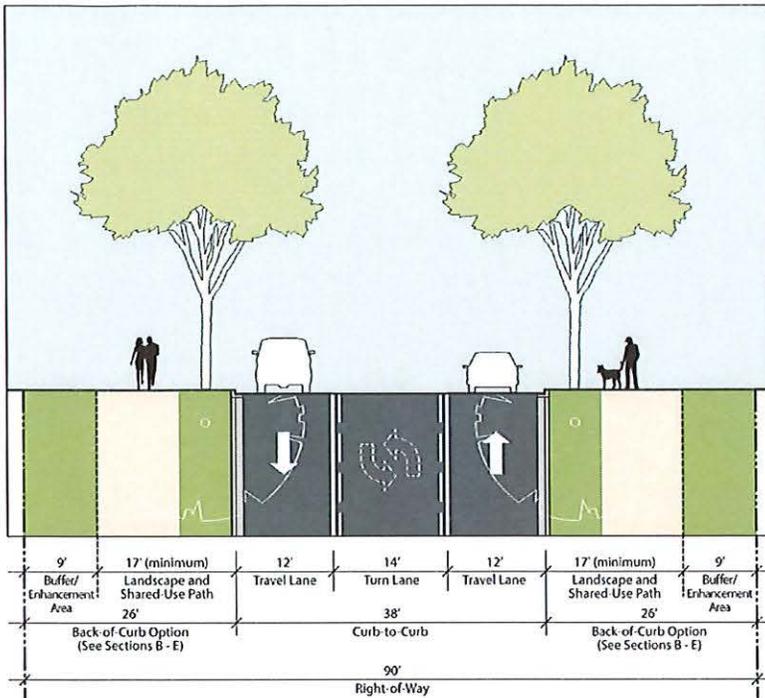
Upgrades to this road will assist developments west of downtown to be able to offer increased access to downtown and Austin.

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. Roger Hanks Parkway;
- 2. Garza Road ROW (North Street) connect Mercer to Heritage Subdivision;
- 3. Creek Road;
- 4. Wallace Street; and
- 5. Ramirez Lane.

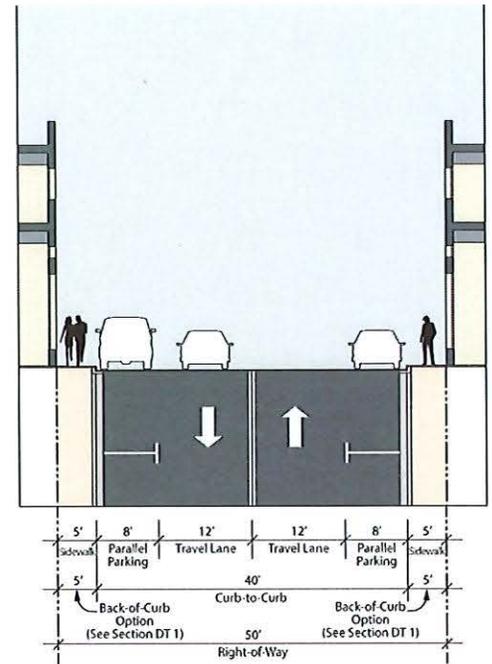
**Wallace Street Improvements:**

The City’s approved Transportation Master Plan (TMP) shows Wallace Street as a two-Lane Commercial Local Street (CLS2). This project proposes to improve Wallace Street to match the TMP for its entire length from Bluff Street to RR12, approximately 1,000 linear feet. It will remain a two-lane road but will establish much needed parallel parking, curb and gutter stormwater conveyance and pedestrian sidewalks on both sides of the street all within the existing 50-foot Right of Way.



**2 Lane Minor Arterial Divided with Center Turn Lane  
City of Dripping Springs - Transportation Master Plan**

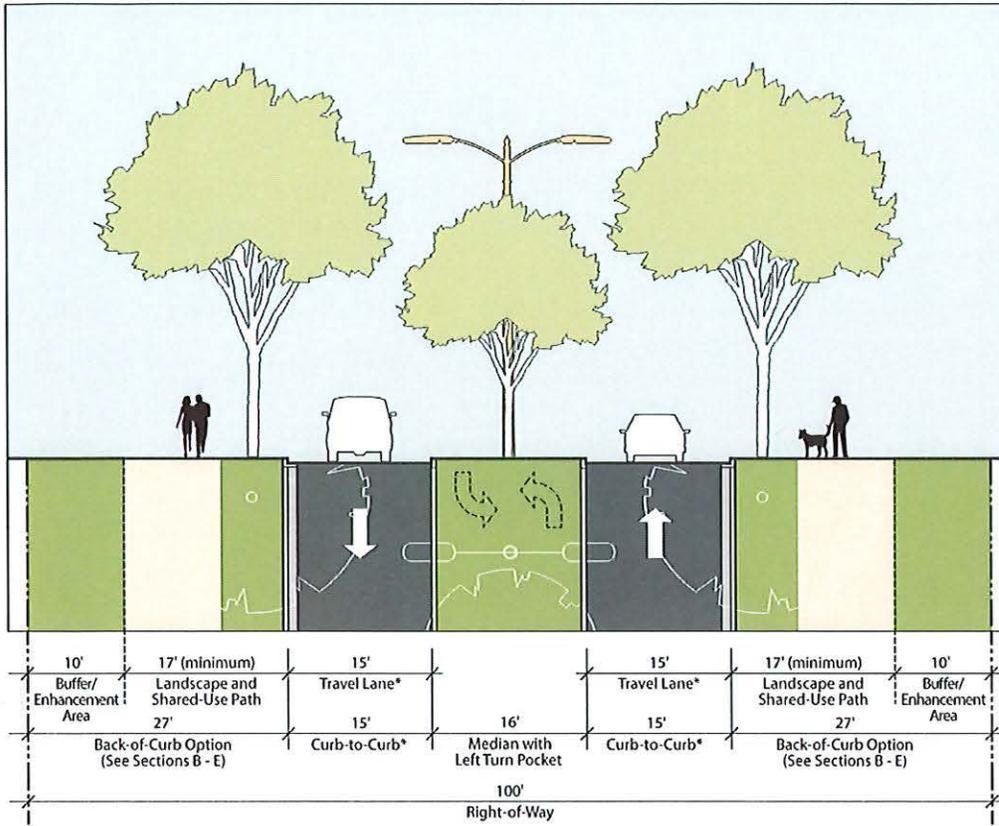
NOI  
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**2 Lane Downtown Commercial Street with Parallel Parking  
City of Dripping Springs - Transportation Master Plan**

**Creek Road Improvements:**

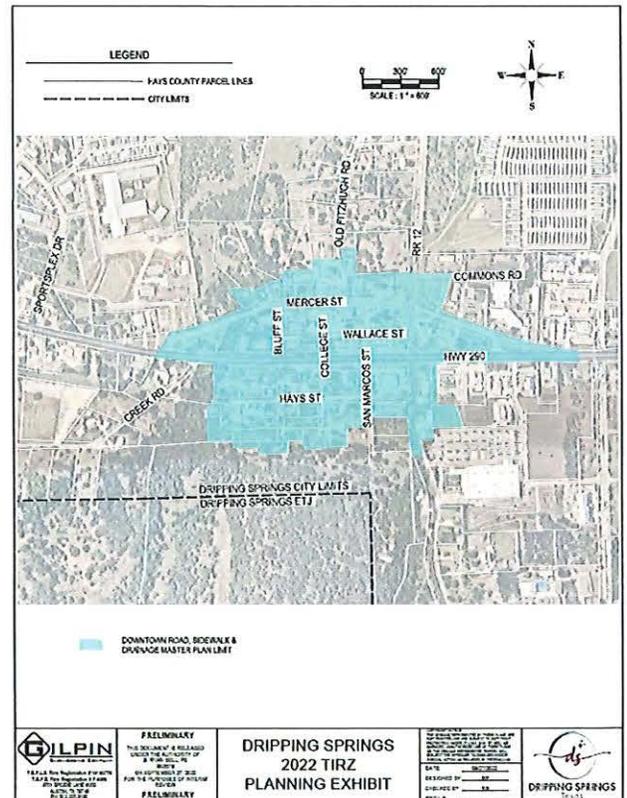
The City’s approved Transportation Master Plan shows Creek Road as a two-Lane Major Divided Arterial (MAD2). This street section improves traffic flow and safety while establishing pedestrian access facilities and improving drainage for this approximately 1-mile corridor. It will remain a two-lane road but will be divided either by a median or center turn lane. This section also includes shared use paths and curb and guttered stormwater conveyance. Right of Way (ROW) of 90 to 100 feet will be required to provide these improvements. Much of the existing ROW is as narrow as 50 feet. The project will provide much needed improvements to a heavily utilized east/west connector that is forecasted to see increased development. Prior to finalization of the street section additional study will be done.



**2 Lane Minor/Major Arterial Divided**  
**City of Dripping Springs - Transportation Master Plan**

**NOTES**  
 - Curb-to-curb  
 - For Back-of-Curb Option

**Downtown Road, Sidewalk & Drainage Master Plan**  
 This Downtown Road, Sidewalk and Drainage Master Plan will seek to develop a phased approach to source funding for the design and construction of improvements consistent with the City’s approved Transportation Master Plan. The plan will include core downtown streets Mercer, Wallace, Hays, Bluff, College, San Marcos and Old Fitzhugh. The plan will focus on improving downtown parking, pedestrian access and safety at the same time as improving the City’s downtown drainage conveyance facilities. Parking improvements will include options for angled parking or parallel parking along improved street sections. Pedestrian facilities will include combinations of 5-foot sidewalks and shared use paths as well as extension of the network of street lighting, benches and bike racks already implemented in Mercer Street and currently being planned for Old Fitzhugh Road. Storm conveyance will be improved to curb and gutter with underground pipes systems.



## 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 and County will be able to fund a large building site for a building complex with city and county services.

Through the TIRZ, the City and County 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 forty-six million dollars (\$46,000,000) 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>	Proportionate Cost
Capital Projects Roads and Drainage	\$25,200,000	\$9,162,500
Civic Facilities City Hall as portion of Town Center	\$3,000,000	\$750,000
Public Parking Downtown	\$ 200,000	\$50,000
Stephenson Building	\$2,200,000	\$1,100,000
Downtown Bathrooms	\$300,000	\$150,000
<b>Total Estimated Project Costs</b>	<b>\$30,900,000</b>	<b>\$11,212,500</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 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,

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

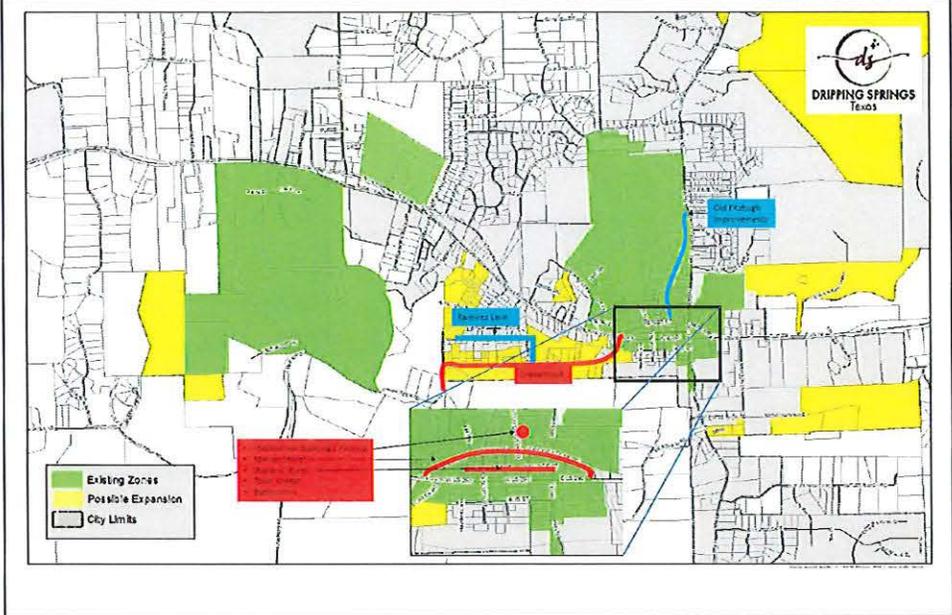
landscape architecture, financial, marketing, public relations, management, leasing, bookkeeping, tax role verification, environmental, archaeological, and other services and advice necessary to a project.

- *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 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 Southwest TIRZ No. 2 are \$11,212,500. 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 \$.1778, \$.089, after thirty (30) years, the expected amount in the Tax Increment Fund will be conservatively estimated at \$7,524,715. Thus, the TIRZ with a 50% of the increment, currently at \$.089, the TIRZ will be able to fund a majority of the projected estimated costs. The County participating at a 50% incremental value will be conservatively estimated at \$13,225,384 See Attachment "A".

**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, \$7,524,715. 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 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 from the date of the Updated Plans, 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 \$.089 for a period of 30 years. This participation will create an estimated fund of \$7,524,715 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 \$14,625,030.

### **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.

**Captured Appraised Value- City**

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

Estimated Cost = \$6,250,000 TIRZ No. 1 Estimated Share: \$4,687,500  
**TIRZ No. 2 Proportionate Share=\$1,562,500**

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

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

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

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

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

Estimated Cost = \$3,000,000 TIRZ No. 1 Proportionate Share=\$2,250,000  
**TIRZ No. 2 Estimated Share: \$750,000**

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

Estimated Cost = \$200,000 TIRZ No. 1 Proportionate Share=\$150,000  
**TIRZ No. 2 Estimated Share: \$50,000**

- 6. Ramirez Lane Street and Drainage Improvements to enhance property values

**TIRZ No. 2 Estimated Share: \$350,000**

- 7. Creek Road Project

Estimated Cost = \$10,000,000 TIRZ No. 1 Proportionate Share=\$5,000,000  
**TIRZ No. 2 Estimated Share: \$5,000,000**

8. Wallace Street Project

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

**TIRZ No. 2 Estimated Share: \$625,000**

9. Stephenson Building Project

Estimated Cost: \$2,200,000 TIRZ No. 1 Proportionate Share: \$1,100,000

**TIRZ No. 2 Estimated Share: \$1,100,000**

10. Downtown Road, Sidewalk & Drainage Master Plan

Estimated Cost: \$200,000 TIRZ No. 1 Proportionate Share=\$100,000

**TIRZ No. 2 Estimated Share: \$100,000**

11. Downtown Bathrooms

Estimated Cost: \$300,000 TIRZ No. 1 Proportionate Share=\$150,000

**TIRZ No. 1 Estimated Share: \$150,000**

**Total Estimated: \$ 30,900,000**

**Total Estimated Proportionate Cost: \$11,212,500**

## ATTACHMENT "A" ECONOMIC FEASIBILITY

TIRZ 2 Economic Feasibility - City

TIRZ #2 Increment	Year	Tax Year	TIRZ #2 Base	Projected Incremental Tax			Tax Collection Delinquencies at 2%	Total Net Tax Collections	Tax Collections on Incremental Value	City TIRZ #2		Projected Net TIRZ #2 Revenue	TIRZ #2 Revenue Discounted at 5%	City Retained Taxes (General Fund)									
				Base Subject to Capture	Total Projected Assessed Valuation	Total Projected				Participation at \$0.0889 Tax Rate	TIRZ Admin Expense												
6	2022	\$	5,836,710	\$	120,284,140	\$	126,120,850	\$	4,485	\$	219,758	\$	209,588	\$	104,794	\$	27,602	\$	77,192	\$	77,192	\$	104,794
7	2023	\$	5,836,710	\$	162,140,390	\$	167,977,100	\$	5,973	\$	292,690	\$	282,520	\$	141,260	\$	28,154	\$	113,106	\$	107,720	\$	141,260
8	2024	\$	5,836,710	\$	206,394,506	\$	212,231,216	\$	7,547	\$	369,800	\$	359,630	\$	179,815	\$	28,717	\$	151,098	\$	137,050	\$	179,815
9	2025	\$	5,836,710	\$	247,304,771	\$	253,141,481	\$	9,002	\$	441,084	\$	430,914	\$	215,457	\$	29,291	\$	186,165	\$	160,817	\$	215,457
10	2026	\$	5,836,710	\$	273,954,639	\$	279,791,349	\$	9,949	\$	487,520	\$	477,350	\$	238,675	\$	29,877	\$	208,797	\$	171,778	\$	238,675
11	2027	\$	5,836,710	\$	282,348,379	\$	288,185,089	\$	10,248	\$	502,145	\$	491,975	\$	245,988	\$	30,475	\$	215,513	\$	168,860	\$	245,988
12	2028	\$	5,836,710	\$	290,993,932	\$	296,830,642	\$	10,555	\$	517,210	\$	507,039	\$	253,520	\$	31,084	\$	222,435	\$	165,985	\$	253,520
13	2029	\$	5,836,710	\$	299,898,851	\$	305,735,561	\$	10,872	\$	532,726	\$	522,556	\$	261,278	\$	31,706	\$	229,572	\$	163,152	\$	261,278
14	2030	\$	5,836,710	\$	309,070,918	\$	314,907,628	\$	11,198	\$	548,708	\$	538,538	\$	269,269	\$	32,340	\$	236,929	\$	160,363	\$	269,269
15	2031	\$	5,836,710	\$	318,518,147	\$	324,354,857	\$	11,534	\$	565,169	\$	554,999	\$	277,499	\$	32,987	\$	244,512	\$	157,615	\$	277,499
16	2032	\$	5,836,710	\$	328,248,792	\$	334,085,502	\$	11,880	\$	582,124	\$	571,954	\$	285,977	\$	33,647	\$	252,330	\$	154,909	\$	285,977
17	2033	\$	5,836,710	\$	338,271,358	\$	344,108,068	\$	12,236	\$	599,588	\$	589,418	\$	294,709	\$	34,320	\$	260,389	\$	152,244	\$	294,709
18	2034	\$	5,836,710	\$	348,594,600	\$	354,431,310	\$	12,604	\$	617,575	\$	607,405	\$	303,703	\$	35,006	\$	268,697	\$	149,620	\$	303,703
19	2035	\$	5,836,710	\$	359,227,539	\$	365,064,249	\$	12,982	\$	636,103	\$	625,932	\$	312,966	\$	35,706	\$	277,260	\$	147,037	\$	312,966
20	2036	\$	5,836,710	\$	370,179,466	\$	376,016,176	\$	13,371	\$	655,186	\$	645,016	\$	322,508	\$	36,420	\$	286,088	\$	144,494	\$	322,508
21	2037	\$	5,836,710	\$	381,459,952	\$	387,296,662	\$	13,772	\$	674,841	\$	664,671	\$	332,336	\$	37,149	\$	295,187	\$	141,990	\$	332,336
22	2038	\$	5,836,710	\$	393,078,851	\$	398,915,561	\$	14,185	\$	695,086	\$	684,916	\$	342,458	\$	37,892	\$	304,567	\$	139,525	\$	342,458
23	2039	\$	5,836,710	\$	405,046,318	\$	410,883,028	\$	14,611	\$	715,939	\$	705,769	\$	352,884	\$	38,649	\$	314,235	\$	137,100	\$	352,884
24	2040	\$	5,836,710	\$	417,372,809	\$	423,209,519	\$	15,049	\$	737,417	\$	727,247	\$	363,624	\$	39,422	\$	324,201	\$	134,712	\$	363,624
25	2041	\$	5,836,710	\$	430,069,095	\$	435,905,805	\$	15,501	\$	759,540	\$	749,370	\$	374,685	\$	40,211	\$	334,474	\$	132,363	\$	374,685
26	2042	\$	5,836,710	\$	443,146,269	\$	448,982,979	\$	15,966	\$	782,326	\$	772,156	\$	386,078	\$	41,015	\$	345,063	\$	130,051	\$	386,078
27	2043	\$	5,836,710	\$	456,615,758	\$	462,452,468	\$	16,445	\$	805,796	\$	795,626	\$	397,813	\$	41,835	\$	355,977	\$	127,775	\$	397,813
28	2044	\$	5,836,710	\$	470,489,332	\$	476,326,042	\$	16,938	\$	829,970	\$	819,799	\$	409,900	\$	42,672	\$	367,228	\$	125,537	\$	409,900
29	2045	\$	5,836,710	\$	484,779,114	\$	490,615,824	\$	17,446	\$	854,869	\$	844,699	\$	422,349	\$	43,526	\$	378,824	\$	123,334	\$	422,349
30	2046	\$	5,836,710	\$	499,497,588	\$	505,334,298	\$	17,970	\$	880,515	\$	870,345	\$	435,172	\$	44,396	\$	390,776	\$	121,167	\$	435,172
								\$	312,320	\$	15,303,682	\$	15,049,429	\$	7,524,715	\$	884,100	\$	6,640,614	\$	3,532,389	\$	7,524,715

2022-40

Item 4.

# San Marcos Publishing, LP Wimberley View • Century News

P.O. Box 49, Wimberley, Texas 78676  
(512) 847-2202

Received

OCT 28 2022

State of Texas  
County of Hays

City of Dripping Springs

Before me, the undersigned authority, on this day personally appeared Dalton Sweat, who being by me here and now duly sworn, upon oath says:

My name is Dalton Sweat, and I am the General Manager, of the The Wimberley View & The Dripping Springs Century News, a newspaper of general circulation in Hays County, Texas, and a newspaper which has been regularly and continuously published in Wimberley, Hays County, Texas, for a period of more than one year immediately preceding the date of publications of the following, and that the said notice, a copy of which follows, was published in the regular edition of said newspaper for a period of 1 week on the following dates:

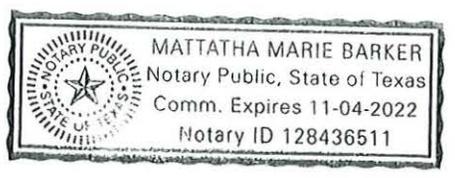
- October 27, 2022
- 2022
- \_2022
- 2022

The said General Manager, Dalton Sweat further states that the rate charged for this publication is the lowest rate charged to commercial advertisers for the same class as advertising for a like amount of space.

[Signature]  
Signature of Affiant

Subscribed and Sworn to me, by the said General Manager Dalton Sweat this 26<sup>th</sup> day of October, 2022 to certify which witness my hand and seal of office.

[Signature]  
NOTARY PUBLIC in and for Hays County, Texas



**City of Dripping Springs  
Public Notice of Ordinance 2022-40  
TIRZ No. 2 Amendment**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, AMENDING THE FINAL PROJECT PLAN FOR TIRZ NUMBER TWO, SOUTHWEST TIRZ, CITY OF DRIPPING SPRINGS, TEXAS; PROVIDING THAT THE ORDINANCE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. 2022-39**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, DESIGNATING A GEOGRAPHIC AREA WITHIN THE CITY AS AN EXPANSION OF 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”), designated a geographic area within the City as a tax increment reinvestment zone when it determined 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 an expanded geographic area in the City, which is depicted in Exhibit “A” of this Ordinance, through the expansion of an existing 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 an Updated Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number One, City of Dripping Springs, Texas dated October 18, 2022, attached as Exhibit “C” (hereinafter referred to as the “Updated Project and Finance Plan”) for the Zone; and

**WHEREAS**, the Zone No. 1 meets the criteria for the expansion 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 Updated 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 October 7, 2022, which was not later than the seventh day before the date of the public hearing, which was held on October 18, 2022; 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 October 18, 2022; and

**WHEREAS,** the City has taken all actions required to expand 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:**

**SECTION 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 to include the updated and expanded map attached as Exhibit A and updated

project plan as Exhibit “B”, 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**

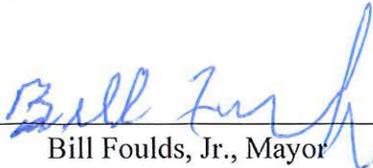
This Ordinance shall be effective immediately upon passage and publication.

**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 18th day of October 2022, by a vote of 4 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas.**

**CITY OF DRIPPING SPRINGS:**

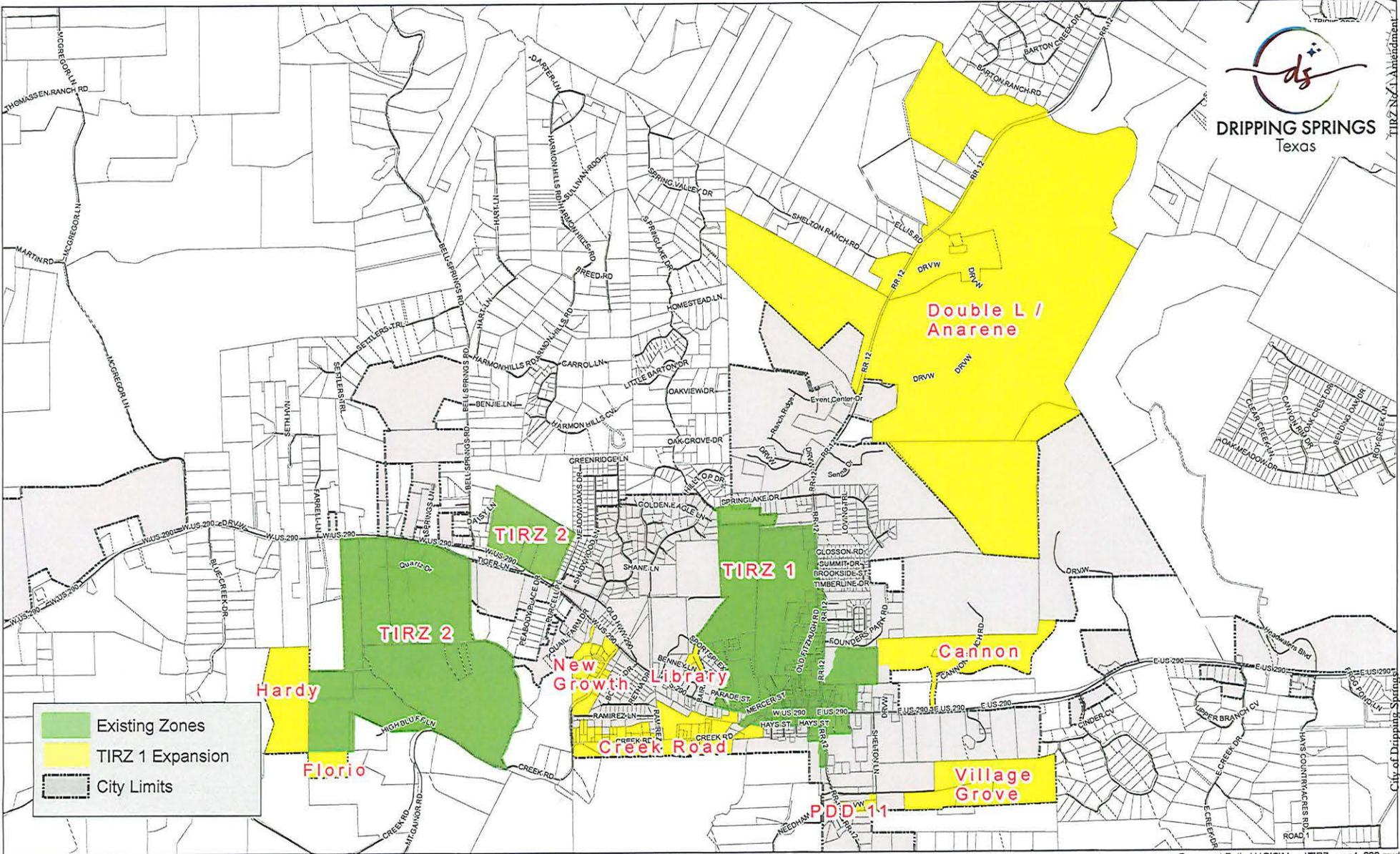
  
\_\_\_\_\_  
Bill Foulds, Jr., Mayor

ATTEST:

*Andrea Cunningham*  
Andrea Cunningham, City Secretary



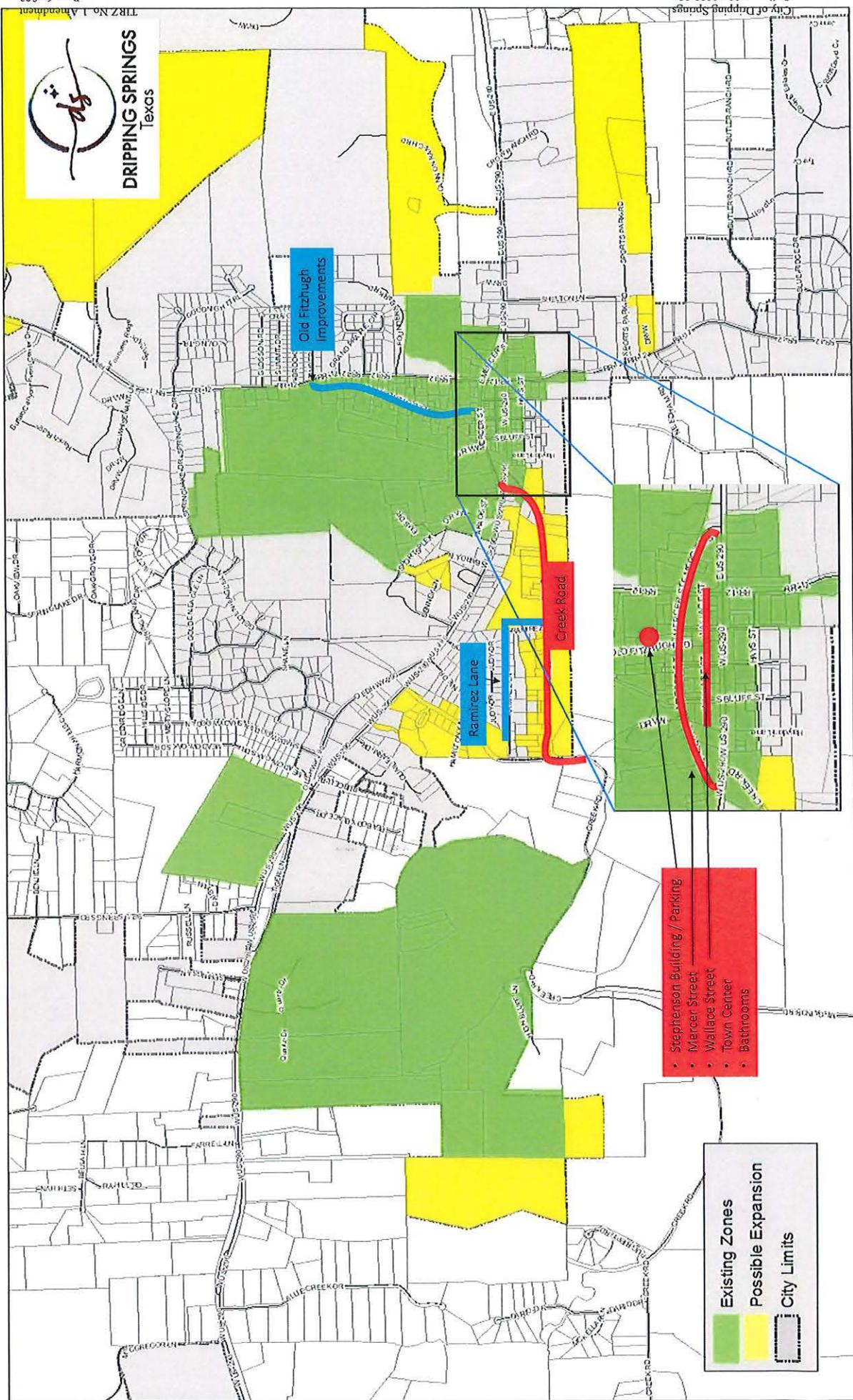
Exhibit "A"



TIRZ No. 1 Amendment  
Page 5 of 23  
City of Dripping Springs  
Ordinance No. 2022-39

# Possible TIRZ Expansion

Exhibit "B"



Item 4.



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  
UPDATED October 18, 2022

Dripping Springs TIRZ No. 1  
Final Project Plan & Reinvestment Zone Financing Plan-  
Updated 2022

1. OVERVIEW

1.1 Background

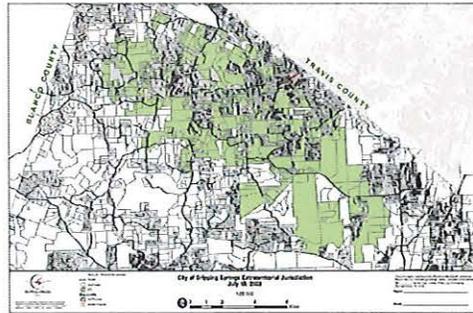
The City of Dripping Springs (the "City") is a Texas general law municipality incorporated in 1981, located 25 miles west of Austin, Texas. Dripping Springs has an unusually large Extra-Territorial Jurisdiction; with nearly 75,000 square acres the area expands from the city limits of Buda to Travis County 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 latest Census numbers issued for 2020, the City has had a large increase in population in the last ten years within the city limits and an even larger increase in the ETJ and School District. This pattern is expected to continue.

As of the 2020 census, the Dripping Springs population, within its city limits, is about 4,656 although its extraterritorial jurisdiction (ETJ) is home to over 40,000 residents. The city offers an exceptional school system and proximity to Austin and San Antonio.

The City created two Tax Increment Reinvestment Zones in 2016, including this Town Center TIRZ No. 1. This plan is an updated version of TIRZ No. 1 where the City, in coordination with the County, has identified additional projects and properties that would benefit the City and County's residents.

Map Figure 1- City Limit and ETJ



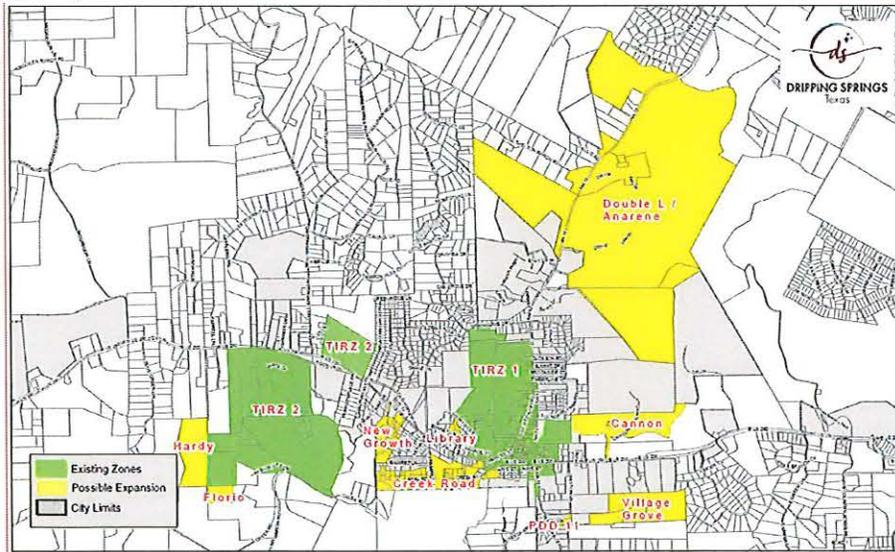
1. The Challenge

- 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.

2. Responding to the Challenge

In 2016, the City partnered with the County to 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 981 acres) and ETJ (approximately 1657 acres) included.

Map Figure 2: Proposed TIRZ boundary



Commented [LM1]: This map will be updated once the new areas are added and the new projects are approved.

The road and drainage improvements listed, especially those related to Old Fitzhugh Road, Mercer Street, and Creek Road 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, Creek Road improvements, Stephenson Building 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.

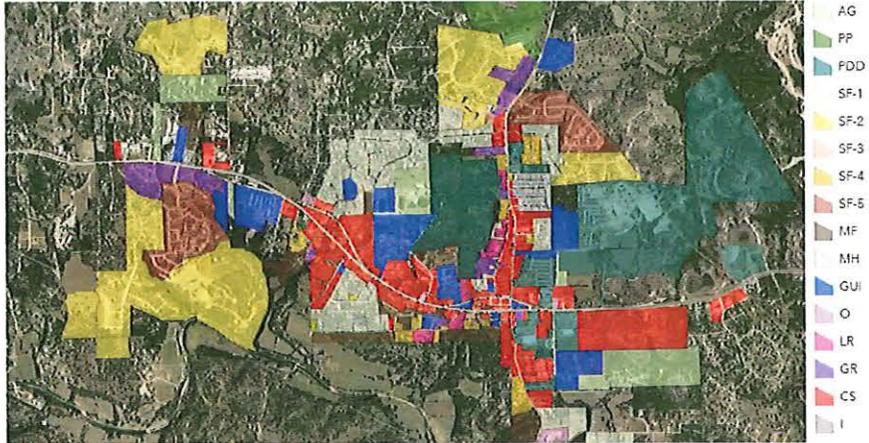
The City desires to maximize and preserve the taxable value of land and improvements in its ETJ and City Limits. Residents understand that maintaining their property values depends in no small part on high quality development within the City and the ETJ.

The 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 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 Updated Project Plan and Reinvestment Zone Financing Plan (“The Updated 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. The timing of the Town Center is important to the parties involved in the project. Due to rapid population growth, the city and county are looking for new facilities. The idea to co-locate the entities into a shared facility is a cost-effective way to design civic services. This project will include 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.

**Stephenson Building Project**

This project is for the preservation and renovation of the building at 101 Old Fitzhugh Road to serve as a community meeting, programs, and performance space, with some civic offices. The work includes hazardous materials abatement, cleaning the foundation, roof replacement, historic window restoration or replacement, gutter system replacement, restoration of the wood floor, ceiling restoration and installation of suspended acoustical ceiling in secondary spaces, TAS/ADA accessibility, mechanical, electrical, plumbing, thermal and moisture protection, carpentry, finishes, earthwork, grading, paving, and an addition for restrooms, storage, and a backstage area.

**Downtown Bathrooms**

The City has looked at downtown bathrooms to serve the downtown Mercer and Old Fitzhugh Districts. These bathrooms would be in the downtown area and may be attached or near the Stephenson Building. The bathrooms would include an accessible bathroom.

**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.

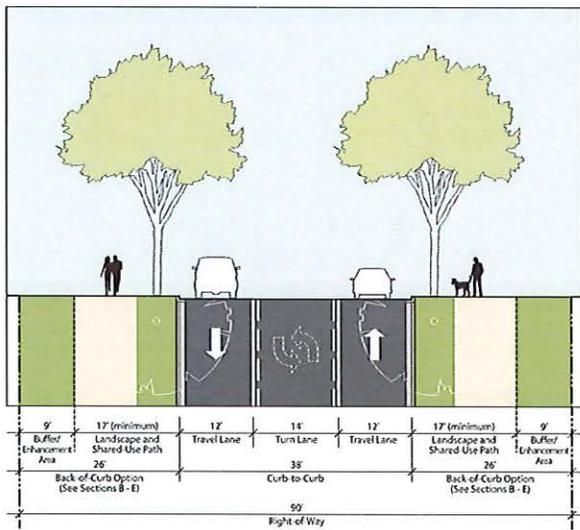


Based on the existing street lay out and the disconnected street pattern in new developments, connectivity is a serious challenge for the city. Providing new and alternative connections are addressed in the TIRZ Project Plan. The following projects will help connect Mercer Street to the Heritage Subdivision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

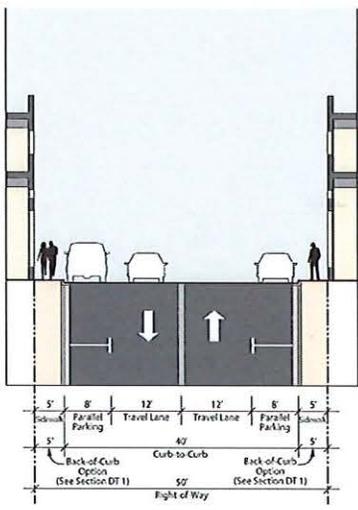
- (1) Roger Hanks Parkway; and
- (2) Garza Road ROW (North Street);
- (3) Wallace Street; and
- (4) Creek Road.

**Wallace Street Improvements:**

The City’s approved Transportation Master Plan (TMP) shows Wallace Street as a two-Lane Commercial Local Street (CLS2). This project proposes to improve Wallace Street to match the TMP for its entire length from Bluff Street to RR12, approximately 1,000 linear feet. It will remain a two-lane road but will establish much needed parallel parking, curb and gutter stormwater conveyance and pedestrian sidewalks on both sides of the street all within the existing 50-foot Right of Way.



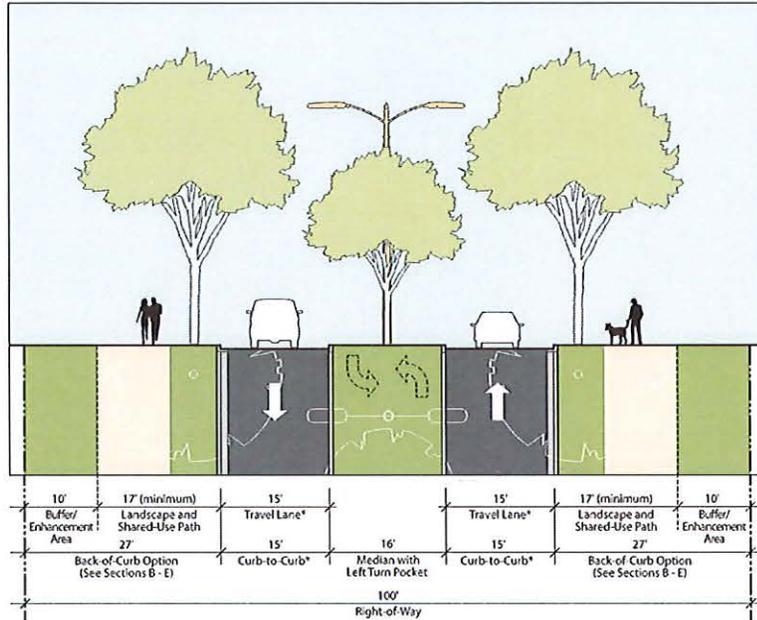
2 Lane Minor Arterial Divided with Center Turn Lane  
City of Dripping Springs - Transportation Master Plan



2 Lane Downtown Commercial Street with Parallel Parking  
City of Dripping Springs - Transportation Master Plan

**Creek Road Improvements:**

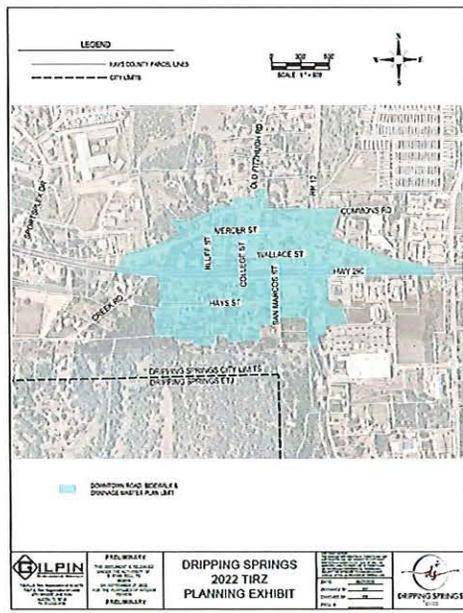
The City’s approved Transportation Master Plan shows Creek Road as a two-Lane Major Divided Arterial (MAD2). This street section improves traffic flow and safety while establishing pedestrian access facilities and improving drainage for this approximately 1-mile corridor. It will remain a two-lane road but will be divided either by a median or center turn lane. This section also includes shared use paths and curb and guttered stormwater conveyance. Right of Way (ROW) of 90 to 100 feet will be required to provide these improvements. Much of the existing ROW is as narrow as 50 feet. The project will provide much needed improvements to a heavily utilized east/west connector that is forecasted to see increased development. Prior to finalization of the street section additional study will be done.



**2 Lane Minor/Major Arterial Divided**  
**City of Dripping Springs - Transportation Master Plan**

NOTES  
 \* Curb-to-curb  
 \* For Back-of-Curb

**Downtown Road, Sidewalk & Drainage Master Plan**  
 This Downtown Road, Sidewalk and Drainage Master Plan will seek to develop a phased approach to source funding for the design and construction of improvements consistent with the City’s approved Transportation Master Plan. The plan will include core downtown streets Mercer, Wallace, Hays, Bluff, College, San Marcos and Old Fitzhugh. The plan will focus on improving downtown parking, pedestrian access and safety at the same time as improving the City’s downtown drainage conveyance facilities. Parking improvements will include options for angled parking or parallel parking along improved street sections. Pedestrian facilities will include combinations of 5-foot sidewalks and shared use paths as well as extension of the network of street lighting, benches and bike racks already implemented in Mercer Street and currently being planned for Old Fitzhugh Road. Storm conveyance will be improved to curb and gutter with underground pipes systems.



Dripping Springs TIRZ No. 1  
 Updated Final Project Plan - 2022

**Benefits to 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 and County will be able to fund a large building site for a building complex with city and county services.

Through the TIRZ, the City and County 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. 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 forty-six million dollars (\$46,000,000) 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 Estimate <sup>1</sup>	Proportionate Cost
Capital Projects Roads and Drainage	\$ 25,150,000	\$ 16,387,500
Civic Facilities City Hall as portion of Town Center	\$ 3,000,000	\$ 2,250,000
Public Parking Downtown	\$ 200,000	\$ 150,000
Stephenson Building	\$ 2,200,000	\$ 1,100,000

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

Downtown Bathrooms	\$ 300,000	\$ 150,000
<b>Total Estimated Project Costs</b>	<b>\$ 30,850,000</b>	<b>\$ 20,037,500</b>

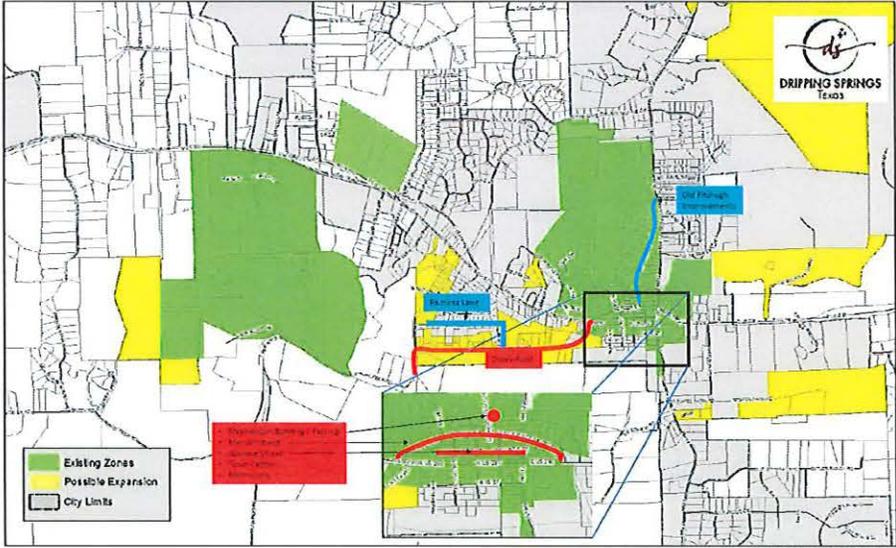
In addition to the projects described above, the following categories established in Section 311.002(1) of the Texas Tax Code as eligible project costs will be considered eligible project costs. The TIRZ will fund project costs at the discretion and approval of the Board of Directors of the TIRZ. And, 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 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 Creek 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 Town Center TIRZ No. 1 are \$20,037,500. This estimate does not include the administrative expenses of running the TIRZ. Using 50% of the incremental increase of the Tax Rate of \$.1778, \$.089, after thirty (30) years, the expected amount in the Tax Increment Fund will be conservatively estimated at \$22,589,684. Thus, the TIRZ with a 50% of the increment, currently at \$.089, the TIRZ will be able to fund all of the projected estimated costs. See Attachment "A". (With the County participating at 50% on some properties and 25% at some properties the total projected revenue is \$81,000,000).

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, \$20,037,500. 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 from the date of this Updated Plan, 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 \$.089 for a period of 30 years. This participation will create an estimated fund of \$60,000,000 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 2022 Hays County Appraisal District certified tax roll, the base year value of the proposed TIRZ will be \$71,961,330.

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

TIRZ 1 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 [a]	2022		\$ 70,382,980	\$ 99,250,614	\$ 169,633,594
1	2023		\$ 70,382,980	\$ 102,643,286	\$ 173,026,266
2	2024		\$ 70,382,980	\$ 310,103,811	\$ 380,486,791
3	2025		\$ 70,382,980	\$ 525,203,832	\$ 595,586,812
4	2026		\$ 70,382,980	\$ 697,493,946	\$ 767,876,926
5	2027		\$ 70,382,980	\$ 848,375,324	\$ 918,758,304
6	2028		\$ 70,382,980	\$ 941,802,976	\$ 1,012,185,956
7	2029		\$ 70,382,980	\$ 1,012,430,668	\$ 1,082,813,648
8	2030		\$ 70,382,980	\$ 1,085,816,822	\$ 1,156,199,802
9	2031		\$ 70,382,980	\$ 1,133,879,093	\$ 1,204,262,073
10	2032		\$ 70,382,980	\$ 1,157,964,335	\$ 1,228,347,315
11	2033		\$ 70,382,980	\$ 1,182,531,281	\$ 1,252,914,261
12	2034		\$ 70,382,980	\$ 1,207,589,566	\$ 1,277,972,546
13	2035		\$ 70,382,980	\$ 1,233,149,017	\$ 1,303,531,997
14	2036		\$ 70,382,980	\$ 1,259,219,657	\$ 1,329,602,637
15	2037		\$ 70,382,980	\$ 1,285,811,710	\$ 1,356,194,690
16	2038		\$ 70,382,980	\$ 1,312,935,604	\$ 1,383,318,584
17	2039		\$ 70,382,980	\$ 1,340,601,975	\$ 1,410,984,955
18	2040		\$ 70,382,980	\$ 1,368,821,674	\$ 1,439,204,654
19	2041		\$ 70,382,980	\$ 1,397,605,767	\$ 1,467,988,747
20	2042		\$ 70,382,980	\$ 1,426,965,542	\$ 1,497,348,522
21	2043		\$ 70,382,980	\$ 1,456,912,513	\$ 1,527,295,493
22	2044		\$ 70,382,980	\$ 1,487,458,423	\$ 1,557,841,403
23	2045		\$ 70,382,980	\$ 1,518,615,251	\$ 1,588,998,231
24	2046		\$ 70,382,980	\$ 1,550,395,215	\$ 1,620,778,195

[a] The Base Year for the original properties in TIRZ 1 is Tax Year 2016. The Base Year for the new properties being added to TIRZ 1 is Tax Year 2022. The base value shown above is the sum of these figures.

**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 = \$6,250,000 TIRZ No. 2 Proportionate Share=\$1,562,500  
TIRZ No. 1 Estimated Share: \$4,687,500
- 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. City Hall site acquisition and building as portion of Town Center  
  
Estimated Cost = \$3,000,000 TIRZ No. 2 Proportionate Share=\$750,000  
TIRZ No. 1 Estimated Share: \$2,250,000
- 5. 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)
- 6. Public Parking in downtown area to enhance economic development  
  
Estimated Cost = \$200,000 TIRZ No. 2 Proportionate Share=\$50,000  
TIRZ No. 1 Estimated Share: \$150,000
- 7. Creek Road Project  
  
Estimated Cost = \$10,000,000 TIRZ No. 2 Proportionate Share=\$5,000,000  
TIRZ No. 1 Estimated Share: \$5,000,000
- 8. Wallace Street Project  
Estimated Cost: \$2,500,000 TIRZ No. 2 Proportionate Share=\$625,000

**TIRZ No. 1 Estimated Share: \$1,875,000**

9. Stephenson Building Project

Estimated Cost: \$2,200,000 TIRZ No. 2 Proportionate Share=\$1,100,000

**TIRZ No. 1 Estimated Share: \$1,100,000**

10. Downtown Road, Sidewalk & Drainage Master Plan

Estimated Cost: \$200,000 TIRZ No. 2 Proportionate Share=\$100,000

**TIRZ No. 1 Estimated Share: \$100,000**

11. Downtown Bathrooms

Estimated Cost: \$300,000 TIRZ No. 2 Proportionate Share=\$150,000

**TIRZ No. 1 Estimated Share: \$ 150,000**

**Total Estimated: \$30,850,000**

**Total Estimated Proportionate Share \$20,037,500**

ATTACHMENT "A"-ECONOMIC FEASIBILITY

TIRZ #1 Economic Feasibility - City													
TIRZ #1 Increment	Year	Tax Year	TIRZ #1 Base	Projected Incremental Tax			Tax Collection Delinquencies at 12%	Total Net Tax Collection	City TIRZ #1			City Retained Taxes (General Fund)	
				Base Subject to Capture	Total Projected Assessed Valuation	Total Projected Tax			Tax Collections on Incremental Value	Participation at 20.625% Tax Rate	TIRZ Admin Expense		Projected Net TIRZ #1 Revenue
Base [a]	2022	\$ 70,382,980	\$ 99,250,614	\$ 169,633,594	\$ 4,032	\$ 255,576	\$ 172,938	\$ 46,469	\$ 27,602	\$ 58,867	\$ 58,297	\$ 86,443	
1	2023	\$ 70,382,980	\$ 102,643,286	\$ 173,026,266	\$ 6,153	\$ 301,488	\$ 178,850	\$ 89,425	\$ 28,154	\$ 61,271	\$ 58,353	\$ 89,425	
2	2024	\$ 70,382,980	\$ 310,103,811	\$ 380,486,791	\$ 13,530	\$ 662,975	\$ 540,337	\$ 270,169	\$ 28,717	\$ 241,452	\$ 219,004	\$ 270,169	
3	2025	\$ 70,382,980	\$ 525,203,832	\$ 595,586,812	\$ 21,179	\$ 1,037,774	\$ 915,136	\$ 457,568	\$ 29,291	\$ 428,277	\$ 369,961	\$ 457,568	
4	2026	\$ 70,382,980	\$ 697,493,946	\$ 767,876,926	\$ 27,306	\$ 1,337,979	\$ 1,215,341	\$ 607,671	\$ 29,877	\$ 577,793	\$ 475,352	\$ 607,671	
5	2027	\$ 70,382,980	\$ 848,875,304	\$ 918,758,304	\$ 32,671	\$ 1,600,881	\$ 1,478,243	\$ 739,122	\$ 30,475	\$ 708,647	\$ 555,243	\$ 739,122	
6	2028	\$ 70,382,980	\$ 941,800,976	\$ 1,012,183,956	\$ 35,933	\$ 1,753,673	\$ 1,641,035	\$ 805,118	\$ 31,084	\$ 784,433	\$ 589,087	\$ 820,518	
7	2029	\$ 70,382,980	\$ 1,012,430,658	\$ 1,082,813,648	\$ 38,505	\$ 1,845,728	\$ 1,764,100	\$ 882,650	\$ 31,706	\$ 850,344	\$ 604,328	\$ 882,650	
8	2030	\$ 70,382,980	\$ 1,085,816,822	\$ 1,156,199,802	\$ 41,114	\$ 2,014,609	\$ 1,891,971	\$ 945,985	\$ 32,340	\$ 913,645	\$ 618,391	\$ 945,985	
9	2031	\$ 70,382,980	\$ 1,133,879,093	\$ 1,204,262,073	\$ 42,824	\$ 2,098,354	\$ 1,975,716	\$ 987,858	\$ 32,987	\$ 954,871	\$ 615,518	\$ 987,858	
10	2032	\$ 70,382,980	\$ 1,157,964,335	\$ 1,228,347,315	\$ 43,680	\$ 2,140,321	\$ 2,017,683	\$ 1,008,842	\$ 33,647	\$ 975,195	\$ 598,655	\$ 1,008,842	
11	2033	\$ 70,382,980	\$ 1,181,531,281	\$ 1,252,914,261	\$ 44,554	\$ 2,183,128	\$ 2,060,490	\$ 1,030,245	\$ 34,320	\$ 995,925	\$ 582,297	\$ 1,030,245	
12	2034	\$ 70,382,980	\$ 1,207,559,556	\$ 1,277,972,546	\$ 45,445	\$ 2,226,790	\$ 2,104,152	\$ 1,052,076	\$ 35,006	\$ 1,017,070	\$ 566,343	\$ 1,052,076	
13	2035	\$ 70,382,980	\$ 1,233,149,017	\$ 1,303,531,997	\$ 46,354	\$ 2,271,325	\$ 2,148,688	\$ 1,074,344	\$ 35,706	\$ 1,038,638	\$ 550,812	\$ 1,074,344	
14	2036	\$ 70,382,980	\$ 1,259,219,657	\$ 1,329,602,637	\$ 47,281	\$ 2,316,753	\$ 2,194,115	\$ 1,097,057	\$ 36,420	\$ 1,060,637	\$ 535,694	\$ 1,097,057	
15	2037	\$ 70,382,980	\$ 1,285,811,710	\$ 1,356,194,690	\$ 48,226	\$ 2,363,088	\$ 2,240,450	\$ 1,120,225	\$ 37,149	\$ 1,083,076	\$ 520,978	\$ 1,120,225	
16	2038	\$ 70,382,980	\$ 1,312,935,604	\$ 1,383,318,584	\$ 49,191	\$ 2,410,350	\$ 2,287,712	\$ 1,143,856	\$ 37,892	\$ 1,105,964	\$ 506,655	\$ 1,143,856	
17	2039	\$ 70,382,980	\$ 1,340,601,975	\$ 1,410,984,955	\$ 50,175	\$ 2,458,557	\$ 2,335,919	\$ 1,167,959	\$ 38,649	\$ 1,129,310	\$ 492,714	\$ 1,167,959	
18	2040	\$ 70,382,980	\$ 1,368,821,674	\$ 1,439,204,654	\$ 51,178	\$ 2,507,728	\$ 2,385,090	\$ 1,192,545	\$ 39,422	\$ 1,153,122	\$ 479,145	\$ 1,192,545	
19	2041	\$ 70,382,980	\$ 1,397,605,767	\$ 1,467,988,747	\$ 52,207	\$ 2,557,882	\$ 2,435,244	\$ 1,217,622	\$ 40,211	\$ 1,177,411	\$ 465,942	\$ 1,217,622	
20	2042	\$ 70,382,980	\$ 1,426,955,542	\$ 1,497,348,522	\$ 53,246	\$ 2,609,040	\$ 2,486,402	\$ 1,243,201	\$ 41,015	\$ 1,202,186	\$ 453,091	\$ 1,243,201	
21	2043	\$ 70,382,980	\$ 1,456,912,513	\$ 1,527,295,493	\$ 54,311	\$ 2,661,221	\$ 2,538,583	\$ 1,269,291	\$ 41,835	\$ 1,227,456	\$ 440,565	\$ 1,269,291	
22	2044	\$ 70,382,980	\$ 1,487,458,423	\$ 1,557,841,403	\$ 55,397	\$ 2,714,445	\$ 2,591,807	\$ 1,295,504	\$ 42,672	\$ 1,253,231	\$ 428,417	\$ 1,295,504	
23	2045	\$ 70,382,980	\$ 1,518,615,251	\$ 1,588,998,231	\$ 56,505	\$ 2,768,734	\$ 2,646,096	\$ 1,323,048	\$ 43,516	\$ 1,279,522	\$ 416,576	\$ 1,323,048	
24	2046	\$ 70,382,980	\$ 1,550,395,215	\$ 1,620,778,195	\$ 57,635	\$ 2,824,109	\$ 2,701,471	\$ 1,350,735	\$ 44,366	\$ 1,306,339	\$ 405,054	\$ 1,350,735	
						\$ 1,070,684	\$ 50,013,521	\$ 46,947,568	\$ 23,473,784	\$ 881,100	\$ 22,589,684	\$ 11,607,090	\$ 23,473,784

[a] The Base Year for the original properties in TIRZ 1 is Tax Year 2016. The Base Year for the new properties being added to TIRZ 1 is Tax Year 2022. The base value shown above is the sum of these figures.

**San Marcos Publishing, LP**  
**Wimberley View • Century News**  
P.O. Box 49, Wimberley, Texas 78676  
**(512) 847-2202**

Received  
OCT 28 2022

State of Texas  
County of Hays

City of Dripping Springs

Before me, the undersigned authority, on this day personally appeared Dalton Sweat, who being by me here and now duly sworn, upon oath says:

My name is Dalton Sweat, and I am the General Manager, of the The Wimberley View & The Dripping Springs Century News, a newspaper of general circulation in Hays County, Texas, and a newspaper which has been regularly and continuously published in Wimberley, Hays County, Texas, for a period of more than one year immediately preceding the date of publications of the following, and that the said notice, a copy of which follows, was published in the regular edition of said newspaper for a period of twice on the following dates:

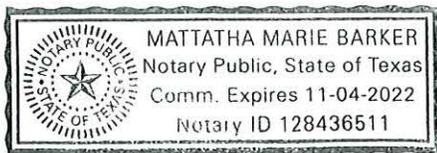
- October 27, 2022
- 2022
- 2022
- 2022

The said General Manager, Dalton Sweat further states that the rate charged for this publication is the lowest rate charged to commercial advertisers for the same class as advertising for a like amount of space.

D Sweat  
\_\_\_\_\_  
Signature of Affiant

Subscribed and Sworn to me, by the said General Manager Dalton Sweat this 26<sup>th</sup> day of October, 2022 to certify which witness my hand and seal of office.

Mattatha Barker  
\_\_\_\_\_  
NOTARY PUBLIC in and for Hays County, Texas



**City of Dripping Springs  
Public Notice of Ordinance 2022-39  
TIRZ No. 1 Amendment**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, DESIGNATING A GEOGRAPHIC AREA WITHIN THE CITY AS AN EXPANSION OF 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.

# Progress Report

## Old Fitzhugh Road PS&E

### February 2024

#### Description of Work Performed During the Past Period – February 2024

##### PROJECT MANAGEMENT

- Project management and administration
- Coordination to execute amendments with City and Subconsultants

##### ROADWAY DESIGN / TRAFFIC CALMING / TRAFFIC CONTROL / PAVEMENT MARKING AND SIGNING

- Alignment adjustments
- Sidewalk Extension to Roger Hanks Parkway

##### DRAINAGE DESIGN

- No tasks this period

##### ILLUMINATION

- No illumination tasks this period

##### UTILITY COORDINATION

- Update Utility Conflict Matrix with revised storm drain design
- Coordinate with Dripping Springs Water Supply

##### ENVIRONMENTAL

- Update environmental questionnaire for TxDOT grant

##### ROW SURVEYING

- No surveying tasks this period

##### LANDSCAPE, STREETScape, URBAN DESIGN

- No streetscape tasks this period

##### GEOTECHNICAL ENGINEERING AND PAVEMENT DESIGN

- No geotechnical tasks this period

##### PS&E PREPARATION

- No PS&E tasks this period

##### PUBLIC ENGAGEMENT

- Update property owner coordination exhibits for Drainage Easements
- Finalize property owner coordination exhibits for Temporary Construction Easements

## Anticipated Work to be Performed Next Period – March 2024

### PROJECT MANAGEMENT

- Project management and administration
- Subconsultant coordination

### ROADWAY DESIGN / TRAFFIC CALMING / TRAFFIC CONTROL / PAVEMENT MARKING AND SIGNING

- 90% design plans
- Base files to subconsultant team

### DRAINAGE DESIGN

- Proceed with 90% design

### ILLUMINATION

- Illumination approach meeting with City staff

### UTILITY COORDINATION

- Update Utility Conflict Matrix with revised storm drain design
- Continue coordination meeting with Dripping Springs Water Supply
- Utility coordination kick off meeting

### ENVIRONMENTAL

- Coordinate environmental forms for TxDOT submission once reviewers assigned by TxDOT

### ROW SURVEYING

- Metes+bounds for drainage easements

### LANDSCAPE, STREETScape, URBAN DESIGN

- Proceed with 90% design
- Coordination on pollinator garden design

### GEOTECHNICAL ENGINEERING AND PAVEMENT DESIGN

- No tasks anticipated next period

### PS&E PREPARATION

- No tasks anticipated next period

### PUBLIC ENGAGEMENT

- Submit metes+bounds exhibits for Drainage Easements

### Project Needs – *This Period*

- None this period

### Project Challenges and Resolutions – *This Period*

- Awaiting TxDOT comments on 60% design plans. Working with Chad Gilpin to push it forward.



*This progress report reflects work performed during the given month. Invoice periods may vary slightly. Subconsultant invoices may be delayed in the invoicing process.*

## PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this [Click or tap to enter a date.](#) by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **Co’design, LLC**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

1. **Project Summary:** Dripping Springs Tax Increment Reinvestment Zone (TIRZ) Downtown Parking.
2. **Scope of Work:** Scope of Work includes all work in Attachment “A” including landscape architectural services with elements to include plantings, soils and irrigation within the parking lot area adjacent to the Stephenson School Building in Dripping Springs, Texas (the “Services”). The Contractor will report directly to Keenan E. Smith, AIA, Dripping Springs TIRZ Project Manager, or their designee. The Budget for the Services will be set by the City of Dripping Springs in coordination with the Dripping Springs TIRZ Project Manager and the Contractor. The Contractor shall adhere to the Budget and expenses in excess of the Budget must be approved in writing by the City before being expended.
3. **Standard of Care:** The Contractor will provide the Services in accordance with the terms of this Agreement in a timely, courteous, professional, and workmanlike manner consistent with applicable generally accepted industry standards of quality and integrity.
4. **Attachment:** All attachments to this Professional Service Agreement are hereby made part hereof as if fully set out herein; however, the provisions of the body of this Agreement prevail over the attachments to the extent of any inconsistency:

Attachment A: Project Proposal

5. **Payment for Services:** The City will pay the Contractor for the performance of the Contract, in current funds, an amount not to exceed \$12,000.00 (the “Cap”). The Contractor will be paid \$160.00 per hour performed by Catherine O’Connor, \$85.00 per hour performed by the Contractor’s Design Associate, \$70.00 per hour performed by the Contractor’s Staff Personnel, and \$125.00 per hour performed by the Contractor’s irrigation designer. If additional work is needed, inclusive of reimbursable expenses, payments in excess of the Cap must be approved by the Dripping Springs TIRZ Project Manager in writing.
6. **Duration:** The work will be commenced on execution of this Agreement and completed in accordance with the following milestones:
  - a. Conceptual Landscape & Planting Plan completed within 30 days of execution of this Agreement;
  - b. Construction Documents to be coordinated with Engineering Plans, Specifications and Estimates within 90 days of execution of this Agreement;
  - c. Bidding & Permitting to be coordinated with Engineering Plans, Specifications and Estimates and as authorized by City Council within 120 days of execution of this

Agreement;

- d. Construction Administration to be coordinated with Engineering Plans, Specifications and Estimates and as authorized by City Council commencing approximately 120 days after execution of this Agreement.

This Agreement shall be in effect until all the Services are fully performed, 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.

- 7. **Termination:** Either party may terminate this Agreement by seven (7) days written notice.
- 8. **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 services of any kind.
- 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). The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.
- 11. **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.
- 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:**

Attention: City Administrator  
City of Dripping Springs  
P.O. Box 384  
Dripping Springs, TX 78620  
512-858-4725

**For the Contractor:**

Attention: Catherine O’Connor  
Co’design, LLC  
1200 Yaupon Valley Rd  
Austin, TX 78746  
512-423-1298

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.

- 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. If a conflict exists between this Agreement and Attachment “A”, this Agreement shall prevail.
- 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. Governing Law and Venue:** This Agreement shall be construed under and in accordance with the laws of The State of Texas. The venue for any and all legal disputes arising under this Agreement shall be a court of competent jurisdiction located in Hays County, Texas. Despite anything to the contrary in this Agreement, no disputes arising out of or related to this Agreement shall be subject to arbitration or non-binding mediation unless both parties agree in writing to submit a specific dispute to arbitration or non-binding mediation after such dispute arises.
- 19. Consequential Damages.** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

**20. Site Access and Safety.** City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Contractor will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including City’s contractors, subcontractors, or other parties present at the site.

**THE CITY:**  
*City of Dripping Springs*

**CONTRACTOR:**  
*Co’design, LLC*

\_\_\_\_\_  
Michelle Fischer  
City Administrator

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTACHMENT A

Click or tap here to enter text.



February 22, 2024

Mr. Keenan E. Smith  
 Dripping Springs TIRZ Project Manager  
 Principal  
 City Lights Design Alliance  
 PO Box 1166  
 Dripping Springs, TX 78620

**Re: Proposal for Dripping Springs Downtown Parking --Landscape and Irrigation Design Services**

Dear Keenan:

Co'design, LLC ("Landscape Architect") is pleased to present this proposal ("Proposal") to the Dripping Springs TIRZ (Tax Increment Reinvestment Zone) ("Client") for landscape architectural professional services for the downtown parking lot adjacent to the Stephenson School Building in Dripping Springs, Texas (the "Project.") This Proposal includes Terms and Conditions which are attached to, and incorporated in, this Proposal. The Proposal and the Terms and Conditions are referred to as the "Agreement."

**SCOPE OF SERVICES**

The landscape architectural project elements are for plantings, soils, and irrigation within the parking lot area.

**I. Conceptual Landscape & Planting Plan**

A. Based on approved project programming, the Landscape Architect shall prepare a conceptual landscape plan that illustrates the scale and relationship of the agreed upon project elements. Images of proposed plant material will also be included.

B The Landscape Architect shall participate in one virtual meeting with the Client to present concepts.

**II. Construction Documents (CD's)**

A. The Landscape Architect shall formalize documents which have been approved by Client during the Conceptual Landscape planning phase into Construction Documents that detail the Project's construction requirements. Reproducible drawings will be prepared in AutoCAD software and specifications will be provided.

B. The Landscape Architect shall coordinate with the Civil Engineer on adjacent projects including the Stephenson Building and Old Fitzhugh Rd. and provide drawings for a Site Development Permit Set that includes both the Stephenson Building drawings and parking lot drawings within a single set.

C. The Landscape Architect shall participate in three virtual meetings with the Client and any necessary stakeholders during the Construction Documents phase.

**III. Bidding & Permitting**

A. The Landscape Architect shall assist the Client in evaluating construction proposals as it relates to landscape architectural elements.

**IV. Construction Administration**

A. The Landscape Architect shall participate in two Project site visits during the construction process. The Landscape Architect shall meet with the Project's contractor to generally review the progress of construction and to see if the work completed is generally consistent with the intent of the Landscape Architect's Construction Documents.

- B. The Landscape Architect shall review required contractor submittals, such as shop drawings and samples, but only to determine if they conform to the Landscape Architect’s visual and aesthetic design intent.
- C. The Landscape Architect shall participate in construction phase meetings related to landscape issues.

**CLIENT RESPONSIBILITIES**

- A. The Client shall support the Landscape Architect in the development of the Project drawings. The Client shall contract separately for design services relating to the Architectural, Civil, Structural, Mechanical, Electrical, and Plumbing system portions of the Project. Those services shall be performed by licensed professional consultants who shall affix their seals on the appropriate drawings, specifications and other instruments of service prepared by them. The contracts between the Client and the Client’s consultants shall require the consultants to coordinate their drawings, specifications and other instruments of service with those of the Landscape Architect and to advise the Landscape Architect of any potential conflict. The Landscape Architect shall have no responsibility or liability for the components of the Project designed by the Client’s consultants. Review by the Landscape Architect of the Client’s consultants’ drawings, specifications and other instruments of service is solely for consistency with the Landscape Architect’s design concept for the Project. The Landscape Architect shall be entitled to rely on the technical sufficiency and timely delivery of drawings, specifications and other instruments of service furnished by Client’s consultants and shall not be required to review or verify whether Client’s consultants’ documents and services are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations.
- B. The Client agrees to provide the Landscape Architect with all information, surveys, reports, and professional recommendations and any other related items requested by the Landscape Architect in order to provide its professional services. Landscape Architect may rely on the accuracy and completeness of these items. The Client agrees to provide the items described in this Paragraph B and to render decisions in a timely manner so as not to delay the orderly and sequential progress of the Landscape Architect’s services.
- C. The Client agrees to advise the Landscape Architect of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions.
- D. The Client shall provide the Landscape Architect with adequate information and documents relating to the Client’s program. The Client shall review the Landscape Architect’s drawings for compliance with the Client’s program and for overall coordination with the documents prepared by the Client’s other consultants.
- E. The Client shall coordinate the proposed design schedule with all consultants. The Client shall collect and coordinate data and services from Client’s consultants, governing agencies, and key subcontractors. The Client shall coordinate documents and services provided by the Client’s consultants and provide updates to consultants in a timely manner.

**DELIVERY OF SERVICE**

The Landscape Architect’s services will be performed as expeditiously as is consistent with professional practice. The Landscape Architect and the Client will jointly develop a reasonable schedule with critical path deadlines and establish project status meeting dates as needed for preparation of the Project drawings. This schedule shall allow an appropriate amount of time for each phase. The Landscape Architect, however, shall not have any liability in the event of any deviations from the schedule or delays resulting from the work of other consultants. The Landscape Architect and the Client will exercise reasonable efforts to coordinate with each other and the Client’s other consultants for the Project in order to avoid unreasonable delay in the orderly and sequential progress of services.

**ADDITIONAL & EXCLUDED SERVICES**

- 1. Additional Services beyond Landscape Architect’s Basic Services outlined above (which includes the scope of landscape services subsequently agreed to in writing by the Landscape Architect and the Client) may be provided if confirmed in writing. Additional Services may include but are not limited to:
  - a. Work requested and/or authorized by the Client not defined in the Scope of Basic Services (which includes the scope of landscape services subsequently agreed to in writing by the Landscape Architect and the Client) or revisions and changes in approved drawings and the preparation of alternates requested by the Client and not in the Scope of Basic Services.
  - b. Legal descriptions of the property
  - c. Preparation of measured drawings or existing conditions.
  - d. Meetings and/or formal presentations (other than those noted in the Scope of Services) with City or County agencies or other governmental bodies, or neighborhood associates to obtain other than approval of the planning documents.

- e. Additional work performed due to lack of performance, default, insolvency, errors and/or omissions by other consultants retained by the Client and due to no fault of Landscape Architect.
- f. Work performed due to delays as a result of Client decisions or other project reasons and due to no fault of Landscape Architect.
- g. Production of camera ready artwork for marketing or advertising purposes.
- h. Computer models or other models, special illustrative renderings, promotional photography, special printing, special equipment, special printed reports or publications, maps, and documents requested by the Client.
- i. Record Drawings

2. Excluded Services are not a part of the Landscape Architect’s Basic or Additional Services and are the responsibility of others. Excluded services include, but are not limited to, the following:

- a. Topography, boundary and tree surveys.
- b. Legal descriptions of property.
- c. Existing site engineering and utility base information.
- d. Soils, Geotechnical, Civil, Electrical or Mechanical Engineering Services for biofiltration features, paving surfaces, utilities, or municipal services.
- e. Structural Engineering services for design of site and/or landscape features (including but not limited to wall footings, shade structures, water features etc.),
- f. Grading & drainage drawings and specifications
- g. Landscape lighting electrical plans and details.
- h. Construction cost estimates.
- i. Stormwater Pollution Prevention Plan
- j. Arborist services & fees

3. Additional Services shall be billed at the Landscape Architect’s standard hourly rates. (The standard hourly rates for the Landscape Architect are listed in the Professional Fees paragraph of this Proposal.) Landscape Architect shall also be reimbursed for expenses incurred as a result of performing the Additional Services. Approval in writing of all Additional Services will be required.

**REIMBURSABLE EXPENSES**

Reimbursable expenses are in addition to the Professional Fees. Reprographics (excluding internal plots and printing), courier services, travel, and other normal out-of-pocket costs directly associated with the Landscape Architect’s services are considered reimbursable expenses. The Landscape Architect shall bill its standard hourly rates for all travel time, plus expenses and 58 cents per mile. (The standard hourly rates for the Landscape Architect are listed in the Professional Fees paragraph of this Proposal.) Reimbursable expenses (except courier services) will be billed at 1.05 times their cost.

**PROFESSIONAL FEES**

Professional fees are as outlined below for the project phases listed in the Scope of Service. Fees are on a not to exceed basis.

**BASIC SERVICES (not to exceed)**

1. Conceptual Landscape Plan	\$1300
2. Construction Documents & Site Development Permit Drawings	\$6800
3. Bidding, Permitting, Construction Administration (not to exceed)	\$3200
	\$11,300

The Professional Fees do not include reimbursable expenses. Invoices for professional services and reimbursable expenses shall be billed by the 25th of each month, based on percentage of services completed, and shall be paid in accordance with the Terms and Conditions.

For Additional Services provided on the Project, the Landscape Architect will charge a reasonable Professional Fee

for its services based on its standard hourly rates. The standard hourly rates for the Landscape Architect are: (i) Catherine O'Connor's standard hourly rate is \$160.00 per hour; (ii) the standard hourly rate for Design Associates is \$85.00 per hour; and (iii) the standard hourly rate for Staff Personnel is \$70.00 per hour; (iv) irrigation designer \$125.00 per hour.

**ADDITIONAL PROVISIONS**

The Client shall be the general administrator of the professional services for the Project, and shall facilitate the exchange of information among Client's consultants, including the Landscape Architect. Except as stated below, all written communications between the Landscape Architect and Client or Client's other consultants for the Project shall be forwarded through the Client or will include Client as a recipient of a copy of such written communications. Landscape Architect may communicate directly with Client's consultants in connection with the development of the Project drawings.

Subject to the Terms and Conditions attached to this Proposal, Landscape Architect shall provide electronic copies of drawings, reports, specifications, and other necessary information to the Client and Client's other consultants for coordination and review during the course of the Project.

We appreciate the opportunity to provide Landscape Architectural services on the Project. If there are any questions regarding the Proposal or the Terms and Conditions of this Agreement, please do not hesitate to call. Please sign and return this original Agreement, including the Terms and Conditions, and keep a copy for your file.

Sincerely,



Catherine O'Connor, Owner & Principal

ACCEPTED BY CLIENT:

BY: \_\_\_\_\_

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

DATE: \_\_\_\_\_

**CO'DESIGN LLC**  
**PROFESSIONAL SERVICES AGREEMENT**  
**PART II —TERMS AND CONDITIONS**

This Professional Services Agreement is made and entered into between the Dripping Springs TIRZ (Tax Increment Reinvestment Zone) ("Client") and Co'design LLC ("Landscape Architect") 1200 Yaupon Valley Road, Austin, Texas, 78746. This Agreement consists of two parts: Part I Proposal - Scope of Services and Compensation; and Part II - Terms and Conditions.

**ARTICLE 1: PROFESSIONAL SERVICES**

1.1 **Services.** In connection with the property described in the Proposal ("Property"), Landscape Architect shall render the professional services ("Services") for the project described in the Proposal ("Project") as outlined in the Proposal and any Amendments.

1.2 **Agreement.** The Professional Services Agreement includes the Proposal, Amendments to the Proposal, and these Terms and Conditions (collectively, the "Agreement").

**ARTICLE 2: PROPOSALS**

2.1 **Scope.** The Proposal(s) shall identify the specific scope of Services to be performed by Landscape Architect and those subconsultants specifically identified as having a direct contractual relationship with Landscape Architect ("Subconsultants") in the Proposal. The Proposal shall also identify the amount and type of compensation for the Services. Any services not specifically identified in the Proposal are excluded unless added as additional services with additional compensation to Landscape Architect.

2.2 **Acceptance of Agreement.** Client shall authorize and Landscape Architect shall commence work upon Landscape Architect's receipt of the properly executed and signed Proposal(s), as may be amended from time to time. If the Agreement is not executed by Client within thirty (30) days of the date tendered, it shall become invalid unless: (1) Landscape Architect extends the time in writing; or (2) at the sole option of Landscape Architect, Landscape Architect accepts Client's oral authorization to proceed with the services, in which event the terms of the oral authorization shall include all the terms of this Agreement. Landscape Architect's performance of the services under the oral authorization shall be in reliance on the inclusion of all the terms of this Agreement.

**ARTICLE 3: CHANGES**

3.1 **Changes.** The Landscape Architect and Client may at any time, by written amendment, make changes within the general scope of individual Proposal(s) or relating to services to be performed. If such changes cause an increase or decrease in the Landscape Architect's cost of, or time required for, performance of any services under individual Proposals, an equitable adjustment shall be made and reflected in a properly executed Amendment.

3.2 **Regulatory Changes.** In the event that there are modifications or additions to regulatory requirements relating to the services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the services provided for in this Agreement and subsequent Proposals shall be reflected in an appropriate Proposal Amendment.

**ARTICLE 4: THE TERM**

4.1 **Term.** Landscape Architect shall be retained by Client as of the date Client executes the attached Proposal until the Services have been fully performed or until the Landscape

Architect's Services are terminated under provisions of the Agreement. Landscape Architect will pursue completion of Services in accordance with the timely completion specified in the Proposal and any amendments thereto. Landscape Architect shall not be liable or responsible for any delays caused by circumstances beyond Landscape Architect's control.

**ARTICLE 5: DUTIES**

5.1 **Access.** Client will provide Landscape Architect with access to the Property or to any other site as required by Landscape Architect for performance of the Services.

5.2 **Client-furnished Data.** Client shall provide all criteria and full information as to Client's requirements for the Project, designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Landscape Architect's submissions, and give prompt written notice to Landscape Architect whenever he observes or otherwise becomes aware of any defect in the work.

Client shall also do the following and pay all costs incident thereto: Furnish to Landscape Architect core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; landscape architectural or other engineering design documents, and any other information previously made available to the Client, which may be required by Landscape Architect, all of which Landscape Architect may rely upon in performing its Services.

Client shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of contractor(s)' applications for payment, and any inspection services to determine if contractor(s) are performing the work.

5.3 **Other Information.** Landscape Architect will rely upon commonly used sources of data, including database searches and agency contacts. Landscape Architect does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

5.4 **Ownership of Documents.** All designs, drawings, specifications, documents, and other work products of the Landscape Architect (collectively, the "Documents"), whether in hard copy or electronic form, are instruments of service for the services and are owned by the Landscape Architect regardless of whether or not services are completed. Reuse, change or alteration of the Documents by the Client or by others acting through or on behalf of the Client is not permitted without the written consent of Landscape Architect. The Landscape Architect grants to Client a nonexclusive license to reproduce the Documents solely for the purpose of constructing and maintaining the Project. Any termination of the Agreement prior to final completion of construction of the Project shall terminate this license. Upon such termination, and unless otherwise agreed by Landscape Architect in writing, the Client (and any third party who received copies of the Documents from Client) shall refrain from making further

reproductions of the Documents and shall return to the Landscape Architect within seven days of termination all originals and reproductions in the Client's possession, custody and control. ANY REUSE, CHANGE OR ALTERATION BY THE CLIENT OR THIRD PARTIES IS AT THEIR OWN RISK AND CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY THE LANDSCAPE ARCHITECT, ITS OFFICERS, PARTNERS, EMPLOYEES, AND SUBCONTRACTORS FROM ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND COSTS (INCLUDING ATTORNEYS' FEES), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LANDSCAPE ARCHITECT'S ALLEGED NEGLIGENCE, ARISING OUT OF OR RELATED TO SUCH AUTHORIZED OR UNAUTHORIZED REUSE, CHANGE OR ALTERATION.

5.5. **Reporting Obligations.** Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Landscape Architect from providing any notices or reports that it may be required by law to give to governmental entities.

5.6 **Laboratory Services.** In performing services, Landscape Architect may request that Client provide independent testing laboratory services. Landscape Architect will rely on the accuracy of the testing laboratory services. Landscape Architect will not, and Client shall not rely upon Landscape Architect to, check the quality or accuracy of the testing laboratory's services.

5.7. **Changed Conditions.** The Client and Landscape Architect acknowledge the possibility of occurrences or discoveries that were not originally contemplated by or known to the Landscape Architect. Should Client or Landscape Architect call for contract renegotiation, they shall identify the changed conditions necessitating renegotiation and the Landscape Architect and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If the terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

5.8 **Site Visit.** All conclusions, opinions and recommendations relating to site issues will be based upon site conditions at the Property as they existed at the time of Landscape Architect's site visit, if any. Any report should not be relied upon to represent conditions at a later date. This paragraph does not obligate Landscape Architect to visit the site.

5.9 **Opinions of Cost.** Should Landscape Architect provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Landscape Architect and are merely opinions. Landscape Architect does not warrant that actual costs will not vary from those opinions because, among other things, Landscape Architect has no control over market conditions.

5.10 **Construction Observation.** If construction phase services are included in the Services, the Landscape Architect will periodically visit the Project during construction on the number of occasions indicated in the Proposal, or as Landscape Architect determines in Landscape Architect's sole opinion, to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Landscape Architect to make detailed inspections or to provide exhaustive or continuous Project review and observation services. The Landscape Architect does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project. Client acknowledges that Landscape Architect is not responsible

for any failure of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project to construct the Project or manufacture materials in accordance with the Documents or any applicable legal requirements. Landscape Architect shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s).

5.11 **Permits.** Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving any required notices to, all governmental and quasi-governmental authorities having jurisdiction over the Services or the Property. Client will provide to Landscape Architect copies of any such permits or any such notices, together with any other relevant information that will alert Landscape Architect to the requirements of such permits, approvals, or notifications.

## ARTICLE 6: COMPENSATION OF SERVICES

6.1 **Compensation of Services.** Landscape Architect's compensation for services shall be set forth in individual Proposal(s).

6.2 **Compensation.** Client agrees to pay Landscape Architect for Services in accordance with the Agreement.

6.3 **Payments.** Landscape Architect will invoice Client monthly in accordance with the terms and conditions of the Proposal, and amendment(s) for Services and reimbursables. Client agrees to pay Landscape Architect the full amount of each such invoice within 30 days from Client's receipt of each invoice. In no event shall Landscape Architect's failure to bill monthly constitute default under the terms and conditions of this Agreement.

6.4 **Right to Stop Performance.** If Client does not pay any amount due to Landscape Architect within forty five (45) days after the invoice date, Landscape Architect may, upon three (3) additional days verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

6.5 **Interest.** Payments due and unpaid to Landscape Architect under the Agreement shall bear interest at the rate of six percent (6%) per annum, or lesser if required by law, calculated from thirty (30) days after the date of the invoice, if the payment is not made within forty five (45) days of the date of the invoice.

6.6 **Attorney's Fees.** In the event Landscape Architect's invoices for Services are given to any attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Landscape Architect all cost of collection, including the maximum attorney's fees allowed by law and court costs, in addition to other amounts due.

## ARTICLE 7: TERMINATION OF SERVICES

7.1 **Termination.** This Agreement may be terminated, either by Client or by Landscape Architect, without cause, at any time prior to completion of Landscape Architect's services, upon seven (7) days written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue work, the Landscape Architect shall discontinue work under this Agreement. Such termination shall release Landscape Architect from any further obligation to provide Services to Client on this Agreement, but all obligations of Client shall continue. In the event Client

terminates the Agreement based on Client’s reasonable opinion the Landscape Architect has failed or refused to prosecute the work efficiently, promptly or with diligence, the Landscape Architect shall have at least ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement or Proposal(s).

Client waives any and all claims it has against Landscape Architect arising out of termination of this Agreement by Landscape Architect. Client waives any and all claims, causes of action, or damages that it has or may have against Landscape Architect for failure to perform further services under this or any other Agreement with Client.

7.2 **Compensation in Event of Termination.** Upon termination by either Client or Landscape Architect, Client shall pay Landscape Architect with respect to all contracted Services rendered and expenses incurred before termination an amount fixed by applying the Landscape Architect’s standard hourly rates, in force at the time of termination, to all Services performed to date, in addition to termination settlement costs the Landscape Architect reasonably incurs relating to commitments which had become firm before the termination.

**ARTICLE 8: RELATIONSHIP OF PARTIES**

8.1 **Independent Contractor.** It is understood that the relationship of Landscape Architect to Client shall be that of an independent contractor. Neither Landscape Architect nor employees of Landscape Architect shall be deemed to be employees of Client.

**ARTICLE 9: LIMITATIONS OF LIABILITY**

9.1 **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF LANDSCAPE ARCHITECT, ITS EMPLOYEES, OFFICERS, SUBCONSULTANTS AND SUBCONTRACTORS, TO CLIENT OR ANY PARTY CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR ERRORS OR OMISSIONS SHALL NOT EXCEED THE LANDSCAPE ARCHITECT’S TOTAL FEE. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED DUE TO THE FAULT OF THE OTHER PARTY, REGARDLESS OF THE NATURE OF THIS FAULT OR WHETHER IT WAS COMMITTED BY THE CLIENT OR BY LANDSCAPE ARCHITECT, THEIR EMPLOYEES, AGENTS, SUBCONSULTANTS, OR SUBCONTRACTORS. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF USE AND LOSS OF PROFIT.

9.2 **No Certification.** Landscape Architect shall not be required to sign any documents, no matter by whom requested, that would result in Landscape Architect having to certify, guarantee, or warrant the existence of conditions whose existence Landscape Architect cannot ascertain. The Client also agrees not to make resolution of any dispute with Landscape Architect or payments of any amount due to Landscape Architect in any way contingent upon Landscape Architect’s signing any such certification.

9.3 **Asbestos or Hazardous Materials.** It is acknowledged by both parties that Landscape Architect’s scope of services does

not include any services related to asbestos or hazardous or toxic materials. In the event Landscape Architect or any other party encounters asbestos or hazardous or toxic materials at the Property, or should it become known in any way that such materials may be present at the Property or any adjacent areas that may affect the performance of Landscape Architect’s Services, Landscape Architect may, at its option and without liability for consequential or other damages, suspend performance of Services on the Project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials and warrant that the Property is in full compliance with applicable laws and regulations.

9.4 **Delays.** Landscape Architect is not responsible for delays caused by factors beyond Landscape Architect’s reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Landscape Architect’s Services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Landscape Architect’s reasonable control occur, the Client agrees Landscape Architect is not responsible for damages, nor shall Landscape Architect be deemed to be in default of this Agreement. In the event such delay exceeds ninety (90) days, Landscape Architect shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation. In the event Landscape Architect is delayed by the Client and such delay exceeds thirty (30) days, Landscape Architect shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

9.5 **Project Enhancement.** If, due to Landscape Architect’s error or omission, any required item or component of the Project is omitted from Landscape Architect’s documents, Landscape Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Landscape Architect be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

**ARTICLE 10: MISCELLANEOUS**

10.1 **Entire Agreement.** The Agreement contains the entire agreement between Landscape Architect and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by written document executed by both parties.

10.2 **Modifications.** No one has authority to make variations in, or additions to, the terms of this Agreement on behalf of Landscape Architect other than one of its officers, and then only in writing signed by him or her.

10.3 **Governing Law.** Landscape Architect and Client agree that the services will be performed partially or entirely in Travis County, Texas and the venue of any action under the Agreement shall be exclusively in Travis County, Texas.

10.4 **Venue.** Venue of any action under the Agreement shall be in accordance with the laws of the State of Texas.

10.5 **Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable

provision is not a party hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.6 **Construction of Agreements.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

10.7 **Successor and Assigns; No Third Part Beneficiaries.** Client, for himself and partners, if any, and Landscape Architect, for itself, each binds himself or itself and its successors, executors, administrators and assigns to the other party to this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither Client nor Landscape Architect shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Client and Landscape Architect. Client and Landscape Architect agree that there are no third party beneficiaries to this Agreement. Client’s representative signing below warrants that he or she has full authority to bind Client to this Agreement

Nothing in the Agreement restricts Landscape Architect’s ability to hire subconsultants or others in connection with the Services. Notwithstanding anything to the contrary in this Agreement, Landscape Architect shall have no obligation to hire any subconsultants unless the services of subconsultants are specifically included in the Proposal. The Services and any reports or other documents prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless the Landscape Architect gives Client prior and specific written approval.

10.8 **Dispute Resolution.** Any claim, dispute or other matter in question arising out of or related to the Agreement or the Services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve all disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction.

**Landscape Architect:**

Co’design LLC  
Name: Catherine O’Connor  
Title: Owner, Principal  
Date: February 22, 2024

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

10.9 **Mediation.** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Landscape Architect’s services, the Landscape Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings. Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include similar mediation provisions in all agreements with their respective subcontractors, suppliers, and Subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in Travis County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.10 **No Warranty.** Landscape Architect makes no warranty, either expressed or implied, as to Landscape Architect’s findings, recommendations, Documents, or professional advice. Any warranties or guarantees contained in any purchase orders, contracts, certifications, requisitions, or notices to proceed issued by the Client are specifically objected to and excluded. Client recognizes that neither Landscape Architect nor any of Landscape Architect’s Subconsultants or subcontractors owes any fiduciary responsibility or duty to Client.

10.11 **Corporate Liability.** Client understands and agrees that Landscape Architect is a business entity that has contracted to perform services, and any services provided by Landscape Architect’s employees, agents or officers are not provided in their individual capacity. Client will not make any claim or demand against any of Landscape Architect’s employees, agents or officers in their individual capacity.

10.12 **Survival of Provisions.** Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Landscape Architect and of Client which would otherwise survive termination of the Services.

10.13 The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. Mailing Address: TBAE, PO Box 12337 Austin, TX 78701,(512) 305-9000.

**Client:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_