

STATE OF TEXAS

COUNTY OF HAYS

INTERLOCAL AGREEMENT

between

Dripping Springs Independent School District

and

City of Dripping Springs

This Interlocal Agreement, hereinafter "Agreement" is made in Dripping Springs, Texas by and between Dripping Springs Independent School District, a political subdivision and public school district of the State of Texas referred to in this Agreement as "District" and the City of Dripping Springs, a political subdivision of the State of Texas referred to in this Agreement as "City."

RECITALS:

WHEREAS, this Agreement is entered pursuant to the Texas Government Code Section 791.001 et seq., Interlocal Cooperation Act, hereinafter "Act." All payment and furtherance of the objectives of the Agreement shall be paid from current revenues of the City and District, as those payments are allocated under this Agreement. The amounts and services exchanged between City and District are amounts that fairly compensate both entities for the real property, services and functions performed under the Act; and

WHEREAS, the City and the District are political subdivisions fully authorized by Chapter 791 of the Texas Government Code and Sections 11.153-154 of the Education Code to make and enter into this Agreement; and

WHEREAS, the City and the District desire to provide the citizens of their respective and shared jurisdictions enhanced opportunities for access to public services; and

WHEREAS, a healthy, successful, and quality school system benefits the public and business in the community by improving public safety, economic development, community pride, civic identity, and public involvement; and

WHEREAS, collaborative programs between the parties improve the quality of life of the citizens of Dripping Springs, enhance educational achievement, strengthen the community, and help ensure the mutual success of the District and the City; and

WHEREAS, the subjects of this Agreement are parcels of land located near the Dripping Springs High School in the what was formerly known as the Karhan Park property;

WHEREAS, on or around November 11, 2009 the City of Dripping Springs and the Dripping Springs Independent School District entered into an Interlocal Agreement as attached as Exhibit “A” the Dripping Springs Independent School District conveyed a 60 foot easement as a portion of the property in the Agreement and as a recorded easement in Exhibit “B”; and

WHEREAS, the City seeks to expand the 60-foot easement to 100 feet to meet road and drainage standards and also seeks to address pedestrian and drainage needs through the easements as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, the District and the City, acting by and through their respective governing bodies, do hereby promise and agree to the following:

ARTICLE I.

Recitals

- 1.01 The foregoing recitals are incorporated into this Agreement by reference as if expressly set forth herein.

ARTICLE II.

Conveyance

- 2.01 District agrees to a total of a one-hundred-foot (100') right-of-way easement over the northern 300' of the Draper tract as shown in Exhibit “D” in the form addressed in Exhibit “C”. This right-of-way easement is granted pursuant to the November 2009 interlocal agreement but is expanded from a 60' easement to a 100' right-of-way easement attached as Exhibit “A” including additional easement for drainage to support the roadway and driveway requested by the Dripping Springs Independent School District. The 2009 easement is attached as Exhibit “B”. The easement at Exhibit “B” is supplemented by the terms of the new easement at Exhibit “C.” The District and the City agree that the original 2009 easement controls for the original 60' easement and the terms, conditions, and restrictions remain. This right-of-way easement is placed to meet the City's need for a right-of-way from East to West that would connect with the right-of-way on the North side of the Karhan Park. Further, the easement is being expanded to 100' to meet City road and drainage standards. The drainage improvements to be made by the City as part of the project shall replace the District's swale and improve upon the drainage from the District's property. This will also allow for the planned future uses of the Northern portion of the Draper tract by the District.
- 2.02 District agrees to grant a right-of-way easement of approximately .152 acres on the northwest side of high school property as shown in Exhibit “E”.
- 2.03 District agrees to a temporary construction easement as shown in Exhibit “G-1” and in the form addressed in Exhibit “D.1”. The City shall ensure that the temporary construction easement that encroaches on the parking lot shall be used solely for the

removal and reconstruction of the parking lot drive aisle and shall only be in effect during this part of the construction. The area shall be returned to an operational manner as soon as is reasonable possible with consideration of the use of the parking lot.

- 2.04 District agrees to a drainage and pedestrian easement of approximately .0239 acres as shown in Exhibit “F” and in the form addressed in Exhibit “F.1” to support the drainage ditch and culvert for the District District’s driveway shown on Exhibit “G” and to provide for a pedestrian sidewalk.
- 2.05 The City and the District agree to each pay for their own appraisals and surveys related to the conveyance.
- 2.06 The City agrees to pay Two Hundred Thousand Three Hundred Fourteen and No/100 Dollars (\$200,314.00) for the increased and additional conveyances of the District’s property, on or before recording of the easements set out as granted herein. This compensation includes the cost of the easements and removed parking spaces and a deduction for construction of the driveway requested by the school district.
- 2.07 The City agrees to construct a driveway, together with a drainage ditch and culvert, to allow a connection for the District on Roger Hanks Parkway for access by the High School to the new section of Roger Hanks Parkway at the location set out at Exhibit “G” on or before May 31, 2023. The City agrees that the driveway is a private driveway, which shall remain in the District’s sole control.
- 2.08 The movement of the portable buildings within the easement area shall be moved at the direction of the Dripping Springs Independent School District at the expense of the City of Dripping Springs. Once a timeline for the road construction is prepared, such schedule shall be shared with the Dripping Springs Independent School District who will be given up to fourteen (14) days to coordinate with the City of Dripping Springs for the movement and placement of the portable buildings. Removal of the buildings shall not occur until the location of the buildings is finalized by the Dripping Springs Independent School District and the City of Dripping Springs. An extension of the fourteen (14) days for location of the portable buildings may be provided in writing by both Parties if needed. Road construction that does not affect the placement of the portable buildings may commence any time at least thirty (30) days after submission of the road construction schedule to the Dripping Springs Independent School District.

ARTICLE III. District and City Obligations

- 3.01 City shall complete the expansion of Roger Hanks Parkway Project, including all roadwork, driveway, drainage, and other improvements on or before June 30, 2023.

- 3.02 District and the City will not commit or allow to be committed any waste on the property, create or allow any nuisance to exist on the property, or use or allow the property to be used for any unlawful purposes.
- 3.03 City, City's agents, guests, licensees, invitees, sublessees, assignees, and successors, and District, District's agents, guests, licensees, invitees, sublessees, assignees, and successors shall at all times comply with all applicable laws, ordinances, and governmental regulations in the use of the property.
- 3.04 a. District will maintain the property in its current manner until conveyance to City. District will maintain any current general liability insurance and property insurance for the property until conveyance to City.
- b. City, City's agents, guests, licensees, invitees, sublessees, assignees, and successors shall maintain general liability insurance and property insurance. City, City's agents, assignees and successors shall name the District as an additional insured on all property and liability insurance for the road and drainage project.
- 3.05 Excluding the portable buildings referenced above, District will remove all goods, vehicles, and personal property of District of any kind in or on the property where the easements are to be located within thirty (30) days of the City's notification of the need to begin road construction in the easement area. With the exception of the portable buildings, all goods, vehicles, and personal property of any kind of District in or on the property will be the sole responsibility of District, and in no event will City be liable for any loss or damage to these goods or property for any reason whatsoever.
- 3.06 City will repair and replace any improvements disturbed during construction that are not in the permanent easement area. City will repair and replace the portable buildings if damaged during or as a result of relocation.
- 3.07 The City agrees to install and maintain temporary fencing to separate the City's work on the Roger Hanks Parkway Project from the District's property.
- 3.08 Any parking requirements at the site of the Dripping Springs High School are considered sufficient and will not be brought out of compliance based on the removal of parking spaces due to easement acquisition. City shall pass an Ordinance in the form of Exhibit "H" at the time of approval of this Interlocal, in order to provide for incorporation of this commitment for any future expansion of buildings or uses at the Dripping Springs High School, which may be subject to a variance due to any future expansion.
- 3.09 Any impervious cover calculations are considered compliant based on current improvements. Any facilities built by the City on the proposed easement areas will not be counted towards the Dripping Springs High School impervious cover cap. City shall pass an Ordinance in the form of Exhibit "H" at the time of approval of

this Interlocal, in order to provide for incorporation of this commitment for any future expansion of buildings or uses at the Dripping Springs High School, which may be subject to a variance due to any future expansion.

ARTICLE IV.
General Provisions

- 4.01 Notices given pursuant to the provisions of this Agreement, or necessary to carry out its provisions, shall be in writing, shall be deemed to have been given when physically received in hand by the party to whom directed, and shall be directed personally to the following persons:

Notice to District:

Dripping Springs Independent School District
Holly Morris-Kuentz, Superintendent
510 W. Mercer P.O. Box 479
Dripping Springs, Texas 78620

With a copy to:

Walsh Gallegos
Attn: Ann Greenberg
P. O. Box 2156
Austin, Texas 78768-2156

Notice to CITY:

City of Dripping Springs
Attn: Michelle Fischer, City Administrator
P.O. Box 384
Dripping Springs, TX 78620

With a copy to:

Laura Mueller, City Attorney
P.O. Box 384
Dripping Springs, TX 78620

- 4.02 If either party files an action to enforce any covenant of this Agreement, then the prevailing party is entitled to recover its reasonable attorney's fees to be fixed by the Court pursuant to Local Government Code Section 271.159.

- 4.03 The waiver by District or City of any breach of any provision of this Agreement will not constitute a continuing waiver of any subsequent breach of the same or a different provision of the Agreement.
- 4.04 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under this contract are performable in Hays County, Texas. Whenever the context requires, singular nouns and pronouns include the plural and plural nouns and pronouns include the singular. This Agreement shall benefit and bind the respective heirs, legal representatives, successors and assignees of the parties herein. No modifications or amendments of this Agreement shall be binding unless in writing and duly signed by the parties or their authorized representatives. If any provision of this Agreement is found to be invalid or unenforceable, such invalidity will not affect the remainder of the Agreement and the remainder of the Agreement shall continue in full force and effect.
- 4.05 Both City and District agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, or condition within this Agreement whenever needed.
- 4.06 By executing this Agreement, each party represents that such party has full capacity and authority to grant all rights and assume all obligations that have been granted and assumed under this Agreement, and that the governing body of the respective party has authorized this Agreement.
- 4.07 Either party may at its own option and expense research title history of the properties made subject of this Agreement.
- 4.08 Neither City nor District waives any governmental immunity. Any provision herein interpreted by a court of law to waive either party's governmental immunity is void.
- 4.09 This Agreement may be executed and made effective through the signing by the Parties of multiple originals.
- 4.10 This Agreement shall be Effective upon the date of signing by both Parties.

NOW, THEREFORE BE IT AGREED UPON BY THE PARTIES AS STATED ABOVE:

**DRIPPING SPRINGS INDEPENDENT:
SCHOOL DISTRICT**

By: _____
Dr. Mary Jane Hetrick
Board President
Dripping Springs ISD by action
of the Board of Trustees:

CITY OF DRIPPING SPRINGS:

By: _____
Bill Foulds, Jr.
Mayor
City of Dripping Springs by action of the
City Council:

Date

Date