

CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2022-_____

AN ORDINANCE ADOPTING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF DRIPPING SPRINGS AND THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT RELATED TO AN EASEMENT FOR CONSTRUCTION OF ROGER HANKS PARKWAY AND TO PROVIDE FOR CONFIRMATION OF IMPERVIOUS COVER RELATED TO THE CURRENT STATUS OF THE LOTS FROM WHICH THE EASEMENTS ARE TAKEN; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; AMENDMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

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

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

1. FINDINGS OF FACT

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

2. ADOPTION

The Interlocal Agreement attached as Attachment "A" ("Interlocal Agreement") is approved by this ordinance and is effective upon final signature.

3. IMPERVIOUS COVER

The current impervious cover on the lots owned by the Dripping Springs Independent School District, specifically the Dripping Springs High School at 940 W Hwy 290, Dripping Springs, TX 78620, as well as all property subject to the Interlocal Agreement, and is confirmed as compliant. Any impervious cover added by the improvements related to the easements granted by the Interlocal Agreement shall not be counted towards the maximum impervious cover on the lots owned by the Dripping Springs Independent School District from which the easements are taken. This confirmation and exception applies to any future improvements creating additional impervious cover where such improvements are made by the Dripping Springs Independent School District or subsequent property owner of the lots from which the easements are taken. Further, for all purposes, including any future expansion and impervious cover on these lots, the City shall consider the Dripping Springs Independent School District property that lies North of the Roger Hanks Parkway as described in Exhibit A, as if the Roger Hanks Parkway was not in place and the properties remained without the Roger Hanks Parkway and related improvements.

4. PARKING

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. This applies to any future parking improvements where such improvements are made by the Dripping Springs Independent School District or subsequent property owner of the lots from which the easements are taken. Further, for all purposes, including any future expansion of parking on these lots, the City shall consider the Dripping Springs Independent School District property that lies North of the Roger Hanks Parkway as described in Exhibit A, as if the Roger Hanks Parkway was not in place and the properties remained without the Roger Hanks Parkway and related improvements.

5. REPEALER

All ordinances, resolutions, 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.

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.

5. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage. The Interlocal Agreement is effective upon execution.

6. 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.

NOW THEREFORE, BE IT ORDAINED BY THE City Council of the City of Dripping Springs, Texas:

PASSED & APPROVED this, the _____ day of _____ 2022, by a vote of _____ (*ayes*) to _____ (*nays*) to (*abstentions*)

CITY OF DRIPPING SPRINGS

By: _____
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

INTERLOCAL AGREEMENT

Attachment “A”