

**INTERLOCAL AGREEMENT BETWEEN DRIPPING SPRINGS INDEPENDENT
SCHOOL DISTRICT AND THE CITY OF DRIPPING SPRINGS**

This Interlocal Agreement (“Agreement”) is between the **Dripping Springs Independent School District**, an independent school district and political subdivision of the State of Texas located in Hays County, Texas, hereinafter referred to as “**DSISD**” or “**District**”, and the City of Dripping Springs, a Type A General Law Municipality in the State of Texas located in Hays County, hereafter referred to as “City.”

RECITALS

WHEREAS, the District and the City are authorized by the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq., and Texas Education Code Sections 11.153-154, to enter into an agreement in order to increase the efficiency and effectiveness of local governments to the greatest extent possible. All payment and furtherance of the objectives of the Agreement shall be paid from current revenues of the City and the 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 functions performed under this Agreement;

WHEREAS, the purpose of this Agreement is to establish consistent land development standards, review procedures and review periods for educational facilities constructed by the District within the City’s corporate limits or extraterritorial jurisdiction, as applicable and appropriate;

WHEREAS, it is the intent of the governing bodies of the City and the District to provide the citizens of their respective and shared jurisdictions enhanced opportunities for access to public services, enable the District to conduct long range funding and construction planning by relying on the development of standards and terms set forth in this Agreement;

WHEREAS, it is the goal of the District and the City to provide cost-effective education as well as to provide safety to the citizens and children of the District and the City as a healthy, successful, and quality school system benefiting the public and businesses in the community;

WHEREAS, by entering into this Agreement, the parties seek to establish regular effective communication and maintain a cooperative working relationship with the goal of enhancing public education through consistent development standards and reasonable charges for City services.

NOW THEREFORE, for good and valuable consideration of the mutual promises and conditions contained in this Agreement, the District and City, acting by and through their respective governing bodies, do hereby agree as follows:

ARTICLE I DEFINITIONS

Each term shall have the meaning assigned to it in the City Code of Ordinances, unless specifically defined in this Agreement. In addition, each of the following terms shall have the meaning assigned to this Article:

Administratively Complete: A development application has been submitted with all information, forms, plans, documents, and fees required by the City’s applicable ordinances, regulations, and published application checklists, as determined by City staff upon initial review. An application is considered administratively complete when it contains sufficient information for the City to begin substantive review, even if additional information or clarification may be requested during the review process. The determination of administrative completeness does not preclude the City from subsequently requiring the applicant to provide supplemental information necessary for a full evaluation of the application under applicable standards.

Conditional: A permit that allows a landowner to use their land in a way not permitted by the City’s zoning regulations or partially complying with the zoning regulations.

Day: Unless otherwise specified, a “day” means a calendar day.

Development Review Committee or DRC: The interdepartmental body of City staff designated by the City to conduct coordinated review of development applications, provide technical comments, determine administrative completeness where applicable, and issue recommendations or decisions pursuant to the City’s development codes, policies, and procedures.

DBH: Diameter at Breast Height, measured 4.5 feet above ground.

Educational Facility: Any building, arena, structure, or site used for educational purposes including preschool, primary, and secondary schools, sport and activity facilities, temporary classrooms, administration, and accessory uses owned, constructed, or operated by the District.

Impact Fees: Charges assessed by the City in accordance with applicable law to fund or recoup the costs of capital improvements or facility expansions necessitated by and attributable to new development, including but not limited to water, wastewater, roadway, and drainage impact fees, together with any credits, offsets, or exemptions as provided by law or City ordinance.

Major Revision: In this Agreement, the term “major revision” is synonymous with the term “site plan revision” as commonly used in the City’s Planning Department procedures for site plan permitting.

Minor Revision: In this Agreement, the term “minor revision” is synonymous with the term “site plan correction” as commonly used in the City’s Planning Department procedures for site plan permitting.

Plan Set: Collection of construction drawings, including but not limited to sheets, images, blueprints which describe a construction project.

Public Improvements: Facilities or structures, including, but not limited to, electric transmission facilities, water and wastewater lines and facilities, streets, and other transportation improvements, and drainage facilities, that are necessary for the operation or occupancy of an Education Facility. Public Improvements may be owned by the City or may be dedicated to the City.

Site Development Permit: the City authorization required to commence site work associated with development, including but not limited to grading, excavation, fill, drainage improvements, utility installation, paving, driveways, parking, landscaping, tree removal subject to regulation, erosion and sedimentation controls, and other civil/site improvements, as defined and regulated by applicable City ordinances and manuals.

Site Plan: Graphic representation of existing and proposed new construction or improvement to a site.

Submittal Requirements: means the minimum information, plans, forms, studies, reports, exhibits, and fees that must accompany a development application for the City to determine administrative completeness and commence substantive review, as set forth in applicable City ordinances, administrative rules, and published checklists or guidance, as may be amended from time to time.

Temporary Building/Classroom: A movable or modular building used for School District purposes constructed on a chassis and designed to be towed over public roads, designed for year-round occupancy, designed for use without a permanent foundation (but which may sit on a permanent foundation), and designed to be connected to one or more utilities. A temporary classroom may consist of one or more sections that can be telescoped when transported and expanded later for additional capacity, or if two or more sections, separately transportable but designed to be joined into one integral unit (otherwise known as “mega-portables” or “modular classrooms”). Temporary Buildings are designated by the District for education related purposes as portable or temporary classroom buildings or for administrative or maintenance purposes. Temporary Buildings may either be constructed in accordance with Title 7, Subtitle C, Chapter 1202 of the Texas Occupations Code (Industrialized Portable Building) or constructed in accordance with the technical codes of the City.

Temporary Certificate of Occupancy or TCO: A written authorization issued by the City allowing conditional occupancy or use of a building or site, prior to final completion and issuance of a Certificate of Occupancy, upon a determination by the City that (a) the building or portion to be occupied can be safely used for its intended purpose; (b) all life-safety systems and required access are operational; and (c) outstanding items are minor, non-life-safety in nature and can be completed within a defined time period under conditions specified by the City, which may include bonds, escrow, or other assurances.

Third-Party Review: Any technical or professional review, analysis, or inspection of a development application or related materials performed by a consultant, contractor, or professional who is not a City employee, and who is engaged by the City or, where authorized, by the District, to assist the City in exercising its regulatory review, inspection, or enforcement functions. Third-Party Review includes, without limitation, engineering, traffic, environmental, geotechnical, architectural, landscaping, arboricultural, building construction, lighting, and legal reviews, and associated inspections and certifications.

Variance: A discretionary authorization granted by the City to depart from the literal terms of an applicable ordinance, standard, or requirement where, due to special conditions, strict application would result in practical difficulty or unnecessary hardship, and where the relief granted is consistent with the spirit and purpose of the regulation and will not be detrimental to public health, safety, or welfare. A Variance does not include waivers expressly provided by ordinance, administrative adjustments authorized by code, or legislative changes.

ARTICLE II GOVERNING LAW AND PURPOSE

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

2.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for all purposes incidental to this Agreement shall be in Hays County, Texas.

The District and City jointly acknowledge respective legal obligations to comply with all applicable local policies, state, and federal regulations relating to land development and construction. City and the District acknowledge that future legislation and Attorney General Opinions may be inconsistent with terms of this Agreement. In such event, either party may request a modification to this Agreement to reflect the new legislation or opinion. If the other party is unwilling to amend this Agreement to reflect the new legislation or opinion, then the requesting party may, upon giving 30 (thirty) days written notice to the other party, terminate this Agreement.

2.3 **Existing Facilities and Sites.** This Agreement shall apply to the development, remodeling, and expansion of any new or existing educational facility owned by the District, or existing facilities of the District. The term “educational facility” shall encompass any and all indoor and outdoor facilities (including athletic facilities) constructed or owned by the District. Any site plan, or building permit approved by the City prior to the effective date of this Agreement, may, at the District’s option, be resubmitted and modified or phased in accordance with this Agreement.

2.4 **Applicability.** Nothing in this Agreement shall be construed to limit or prevent the District from purchasing, leasing or acquiring any building or structure that does not comply with the terms of this Agreement. Conversion or use of a building or structure as an educational facility must comply with this Agreement. The terms of this Agreement shall apply only in the event of a development permit application to the City by the District. The District shall be exempt from all

land development ordinances of the City in cases where the District is adding temporary classroom buildings on an existing school campus (in accordance with Texas Local Government Code § 212.902(b)).

2.5 Notification. The District shall not be obligated to notify adjacent property owners of the District's intent to initiate any reviews or approval by, or communications with the City, or any development addressed in this Agreement, unless notification is required by state law. If the City chooses to notify any person of the District's activity pursuant to this Agreement, such notification shall be at the City's cost.

ARTICLE III TERM

3.1 Term. All provisions of this Agreement shall be in full force and effect for the term of five (5) years from the effective date hereof, unless terminated sooner by the mutual agreement of the parties hereto. Unless, upon the expiration of the initial five (5) year term, the District or City is in default of its obligations under this Agreement.. Prior to the date of termination, the respective governing bodies of the parties hereto may mutually agree to extend the term of, or modify, this Agreement. Either party may terminate this Agreement for convenience upon one (1) year's written notice to the other party. Any ongoing project will not be affected by the termination of this Agreement.

ARTICLE IV SITE SELECTION

4.1 Site Selection. The development standards in this Agreement shall serve as a guideline for the selection and/or designation of land as a site for an educational facility to be built by the District. Except as to property or properties owned or under contract by the District as of the effective date of this Agreement, the District may formally meet with the City to discuss applicable site selection(s) and development issues prior to the District entering into any formal contract or letter agreement for the acquisition of such property. The City and the District shall work jointly to make the site(s) and/or expansion of a proposed educational facility operationally safe and cost effective. Considerations for the selection of a site may include existing and future roads and traffic patterns and utility extensions, although the ultimate decision for a site shall rest with the District.

4.2 Meeting Requirement. The District may request such a meeting, either verbally or in writing, and all parties shall use their best efforts to hold such a meeting within five (5) days of the date of request. The District may, prior to a formal meeting with the City, conduct a development assessment of the site and may consult with the City regarding development-related information, which the City shall reasonably provide.

ARTICLE V
PREDEVELOPMENT, DEVELOPMENT & BUILDING PERMIT PROCEDURES

5.1 Pre-Submittal Development Meeting. Representatives of the City and the District, including any professionals engaged by either party, or their designees, shall meet prior to the submittal of a Site Development Permit Application. The District shall request a Pre-Submittal Meeting no later than 30 days before the District’s anticipated submittal of a Site Development Permit Application.

Consideration shall be given to various development issues, including (a) driveway locations; (b) school zone limits; (c) potential deviations from the standards of this Agreement and applicable City ordinances and rules; (d) such other topics as agreed between the parties. A predevelopment meeting shall be held within seven (7) days of verbal or written request by the District. The City may provide comments to the District on their Project during the Pre-Submittal meeting or within fifteen (15) days after the meeting.

5.1b Interlocal Agreement Applicability Summary. With each application for a Site Development Permit, Building Permit, or other development approval, the District shall submit a copy of this Agreement and a written summary identifying the provisions of this Agreement applicable to the request, including any modifications to City review timelines, fees, and development standards.

5.2 Preliminary Site Plan. The District shall submit a Preliminary Site Plan depicting the information shown on the applicable checklist of the City’s Development Guide in effect on the date of the predevelopment meeting.

Once the application is administratively complete, The City shall review the Preliminary Site Plan and provide the District with written comments within twenty-eight (28) days of the application submittal date, whichever is later (the “First Round Review Comments”).

After the District’s receipt of the City’s First Review Comments, the District shall submit written responses to each of the City’s comments (the “District’s First Response Comments”).

The City shall conduct a second review of the Site Plan and the District’s First Response Comments and provide the District with written comments (the “Round Two Review Comments”) within fourteen (14) days of receiving the District’s First Response Comments. In the event the City’s Second Review Comments indicate that additional matters remain unresolved, the City’s and the District’s representatives shall meet to resolve the remaining issues preventing permit approval. Such meeting shall occur within ten (10) days of the City issuing its Second Review Comments or Round Two. The meeting shall be held in person or by videoconference or by teleconference at the sole discretion of the City having regard to the nature of the issues to be discussed.

5.3 Final Site Plan. The Final Site Plan shall be submitted by the District by the date of submittal of a Site Development Permit Application. The Final Site Plan shall depict the information shown on the applicable checklist of the City’s Development Guide in effect on the

date of the predevelopment meeting. DSISD may request a temporary certificate of occupancy in accordance with City ordinances, of which the permit may be issued in the City's discretion. If the City has additional edits at this stage of review (Round Three of Review) the City and the District shall hold an in-person meeting no later than seven (7) days after submittal of the Final Site Plan.

5.4 Platting. The City and DSISD acknowledge that, subject to applicable laws other than City ordinances and regulations, DSISD is not required to plat property that is to be or is being used for school DSISD purposes.

5.5 Subdivision and Review Fees. The payment and/or waiver of fees shall be regulated pursuant to Article IX.

5.6 Site Development Permit. Following the process described in Section 5.2 and after resolution of all outstanding issues , the City shall issue the Site Development Permit.

5.7 Minor Revisions to Approved Site Plan Prior to or During Construction. DSISD may submit minor revisions to an approved Site Plan prior to or during construction to the City. Within five (5) business days of DSISD's request for a minor revision, the City shall either approve the request if the minor revision is consistent with this Agreement and applicable City ordinances and rules, or the City shall issue written comments if the revision is inconsistent with applicable ordinances and rules. "Minor revisions" under this Section are defined as alterations to an approved Site Plan which comply with this Agreement, and it can be reasonably determined that such revisions generally (a) do not generate more than ten percent (10%) additional site traffic above the overall approved Site Plan, or significantly affect traffic or pedestrian patterns in an adverse manner; (b) do not move a building more than fifty (50) feet, if the building is not moved to within a setback area; and (c) do not adversely impact fire lane circulation. A request for a minor revision shall be made in writing and shall be accompanied by revised construction and/or engineering reports.

5.8 Building Permit. DSISD shall apply for a Building Permit at least thirty (30) days prior to the date DSISD anticipates it will require such Building Permit for the construction of improvements within the City's jurisdiction. In the event that the City determines that a Building Permit Application fails to meet the minimum submittal requirements of this Agreement or applicable building codes, the City shall notify the District of same within three (3) days of submittal and indicate the application's deficiencies. Fees will be assessed during the initial application review, and the District must pay fees prior to the second submittal. The City shall otherwise review, or cause to be reviewed, such Building construction plans and issue to the District written comments within ten (10) days of submittal. After the District's receipt of written comments from the City, the District shall submit written responses to each of the City's comments within ten days of receipt. The City shall otherwise review, or cause to be reviewed, such Building Construction Plan revisions and issue to the District written comments or approval within five (5) days.

At the District's request, the City's and the District's representatives shall meet to discuss issues preventing Building Permit approval. Such meeting shall occur within ten (10) days of the District's meeting request.

The plan revision and comment response process will continue until the building permits are approved. If, after a meeting to discuss remaining issues, the plans are not approved, the parties may continue to exchange comments and revisions until approval is obtained. A Building Permit shall be approved prior to the commencement of construction of any improvement requiring a Building Permit, unless otherwise authorized by the City in writing. A building permit is not required for any construction in the City's ETJ.

5.9 Fiscal Surety. In the event the District (or contractors hired by the District) constructs any street, drainage, or utility lines or facilities which are to be dedicated or conveyed to the City for ownership and operation, the District shall not be required to post any escrow, letter of credit, bond or other form of financial guarantee so long as the District otherwise delivers to the City a letter from the District Superintendent agreeing on behalf of the District Board of Trustees to construct such improvements.

5.10 Impact Fees. In accordance with Texas Local Government Code § 395.022(b), nothing in this Agreement shall be construed as a consent or contract for the District to pay impact fees. Nor, however, does anything in this Agreement preclude the District from consenting to or contracting to pay impact fees as consideration for obtaining City services.

5.11 Date(s)/Time(s) for Construction. The District may perform construction at times other than those allowed by the City's ordinances which govern times of construction, with particular consideration being given for concrete pours. Despite anything in this Agreement, the City may receive, respond to, and forward to the District complaints from the public regarding construction activities.

5.12 Traffic Studies. The District must provide a traffic impact assessment or worksheet showing trip generation for new projects. The City may, at its discretion, require a full traffic impact assessment or internal circulation plan for reasonably relevant intersections.

5.13 Inspections and Issuance of Certificates of Occupancy. The City shall issue Certificates of Occupancy when all inspections have been passed, and all other Code compliance has been satisfied. The City shall issue the District a temporary Certificate of Occupancy in accordance with the City's building code, when applicable.

5.14 Temporary Building/Classroom. Upon issuance of the applicable permit, the District will be permitted to install or construct temporary buildings. In the interest of time, this process will be expedited by the City so that review comments are provided to the District no later than seven (7) days after submission of a complete application and shall not be unreasonably delayed. The City will grant the permit for the installation and construction of the temporary building within seven (7) days of the comments being resolved.

Temporary Buildings may either be constructed in accordance with Title 7, Subtitle C, Chapter c1202 of the Texas Occupations Code or constructed in accordance with the technical codes of the City.

5.15 Vertical Construction. The District may commence vertical construction on any project prior to paving, but not before there is access to the building for fire prevention, the District has installed compacted based materials and testing has been performed, and adequate fire flow is provided, including operational fire hydrants, in accordance with applicable Fire Code requirements. No foundation pour or other trade work may occur prior to the issuance of a building permit for projects within City limits. Preparatory work such as clearing, grading, and setting forms may proceed at the District's risk, but no concrete may be poured until the permit is issued. The district shall not commence any site development or vertical building construction until required erosion controls have been inspected by the City.

5.16 Major Revisions. If the District submits revisions to any application or plan required under this Agreement, which, in the City's reasonable judgment reflect a substantial increase in the scope of work to be reviewed, the City may require the District to submit a separate application or plan in respect of the proposed revision. In such cases, the timelines defined by this Article apply independently to the separate application or plan.

5.17 No Deemed Approvals. Nothing in this Agreement shall be construed as resulting in the automatic or deemed approval of a permit or application required under the City's Code of Ordinances in the absence of express written approval from the City.

5.18 Cut and Fill. The District's projects will be exempt from the City's cut and fill regulations.

ARTICLE VI LANDSCAPING AND TREE PRESERVATION

6.1 Landscape and Tree Preservation. The District shall, whenever practicable, identify protected, heritage, standard, and other protected trees, and implement a landscape plan for its projects.

6.2. District's Mitigation Plan. The District shall implement the following regulations for the preservation of trees or mitigation when applicable:

6.2.1. The District shall preserve no less than twenty percent (20%) of the total caliper inches of Standard trees within the Project area.

6.2.2. All Heritage trees are subject to mitigation and do not require a tree removal waiver.

6.2.3. Mitigation for Heritage trees may be accomplished by only one mitigation method. These methods include preservation of existing protected trees, relocation of the removed tree onsite, the payment of a fee in lieu of mitigations and the planting and replacing of new native trees to match the total caliper inches of the removed heritage trees. The heritage tree mitigation ratio shall be 1:1.

6.2.4. If the District must remove a heritage tree, and the mitigation method chosen is the payment of a fee in lieu of, the District shall pay a mitigation fee of One Hundred and Fifty Dollars per inch (\$150/inch) of trunk diameter removed.

6.2.5. For any specific project, the District's total mitigation fee obligation shall be capped to an amount up to, and not to exceed, Ten Thousand Dollars and No Cents per acre (\$10,000.00/acre) of the Project, calculated in accordance with this Section.

6.2.6. For purposes of this Article, a heritage tree is a tree with a diameter at breast height (DBH) of more than twenty-four (24) inches or larger, measured at about four and half feet (4.5ft.) above the ground, and of a desirable native species in Central Texas such as pecans, oaks, and elms, with an ecological and community value.

6.2.7. For purposes of this Article, a standard tree is a protected tree with a diameter at breast height (DBH) of more than eight (8) inches but less than twenty-four (24) inches, measured at about four and half feet (4.5ft.) above the ground.

6.3. Additional Mitigation Methods. Rainwater collection, condensate reuse, and drought-tolerant landscaping may be used to earn additional tree mitigation credits. Such credits shall be expressed in equivalent Standard Tree Inches and calculated in accordance with the following:

6.3.1 Credits shall be calculated based on projected annual water savings using the following conversion: *eight (8) Standard Tree Inches = [1000] gallons of water conserved per month on average. Projected annual water savings shall be calculated using standard engineering methodologies or manufacturer specifications.*

6.3.2 Rainwater Collection credits shall be based on the estimated annual volume of rainwater captured and reused by the system.

6.3.3 Condensate Reuse credits shall be based on the estimated annual volume of HVAC condensate collected and reused.

6.3.4 Drought-Tolerant Landscaping credits shall be based on the estimated reduction in annual irrigation demand achieved through the use of native or drought-adapted plant materials.

6.3.5 Credits earned under this Section may be applied toward satisfaction of the District's tree mitigation requirements.

6.4. Any additional mitigation method approved under Section 6 shall be documented in the applicable project-specific agreement, including measurable performance criteria, verification procedures, and the method by which such mitigation will be credited against applicable mitigation obligations.

6.5. The parties acknowledge that only one mitigation method may be used to satisfy the mitigation requirement for each Heritage tree pursuant to Section 6.

6.6. Fee Calculations. Fee calculations, including per-inch Heritage tree fees and the per-acre project cap, shall be set forth in a mitigation worksheet submitted to and approved by the City prior to commencement of tree removal activities.

<p>ARTICLE VII LIGHTING, SIGNS, and SAFETY</p>
--

7.1 Lighting Ordinance. The District is committed to comply with the City's Lighting Ordinance (Dark Sky Ordinance).

7.2 Facility Lighting. Outdoor lighting of any facilities of the District, including any outdoor competition facilities of the District such as football, baseball, tennis, softball, soccer or similar stadiums, shall be installed in accordance with the City’s Lighting Ordinance.

7.3 Modified Lighting Curfews. The District shall have modified lighting curfews to provide for the safety of its students and staff. The District will be allowed to operate its outdoor lighting system at any facility as follows: 1) lights may remain on for one (1) hour after educational and athletic events conclude or for one (1) hour following the return of students and staff to the home facility after away events.; and 2) lights may operate thirty (30) minutes prior and thirty (30) minutes after staff schedules. The District shall comply with the other lighting curfew regulations in the Lighting Ordinance.

7.4 Signs and Windscreens. The City’s Sign Ordinance generally does not require governmental entities, such as school districts, to obtain sign permits. Any sign that will be part of a new or existing educational facility may, in the District’s discretion, be permitted as part of the Site Development Permit process. The District shall not be required to apply for or request the issuance of a sign permit for traffic control and directional signage or any signage in adjacent areas to the educational facility or on buildings and structures, unless the signs are visible from the public road right of way(ROW) or do not comply with the Sign Ordinance regulations Signage within the confines of a sports field or court and signage on windscreens shall comply with the Sign Ordinance, however, signage on the tennis courts windscreens may face outward from the courts. Signs variances may be approved by the City’s Development Review Committee subject to applicable City ordinances.

7.5 Allowed Signs. The District may use its standard signs as follows:

7.5.1 Monuments Signs. The District may use monument signs as it deems appropriate. Monument signs shall not exceed eight feet (8’) in height, fourteen (14’) in length, and eighty-four (84) square feet in sign area, and may include electronic signage.

7.5.2 Electronic Signs. The District may use electronic signs as long as they do not exceed eight feet (8’) in height, fourteen (14’) in length, and thirty-six (36) square feet in sign area. Despite any City ordinance to the contrary, the electronic message may change more than once per minute, but shall not flash, blink, or scroll.

7.5.3 Internal Signs: The District will have control of any signs used within its properties, with the exception of signs placed in the right-of-way (ROW).

7.6. Windscreens. The District’s use of windscreens will be regulated, and if applicable, exempted, by the safety and security standards pursuant to Texas Administrative Code Chapter 61, Subchapter 61.1031(a)(2)(B)

ARTICLE VIII APPLICATION OF CITY ORDINANCES
--

8.1 Option to Develop Under Current Ordinances. The District may, at any time and at its option, choose irrevocably to develop a site in accordance with the current City ordinances and rules. If the District chooses this option, the provisions of this Agreement shall not apply to the

development of that site, and the development shall be in accordance with the City ordinances and rules in effect on the date that the complete development application is submitted to the City. However, this Agreement shall continue to be in full force and effect for all other developments undertaken by the District during the term hereof.

8.2 City Ordinances and Rule. It is the intention of the parties hereto that the terms of this Agreement; and any Exhibits attached hereto, shall supersede any conflicting requirements of the City's land development ordinances and rules shall, to the extent of such conflict, be read in replacement of any of the City's land development ordinances and rules, whether specified as being a "land development" ordinance or rule, or merely being related to such an ordinance or rule. However, this Agreement does not expressly supersede any applicable building codes as they may be amended from time to time and adopted by the City, except to the extent that the District, as a public school and political subdivision, may otherwise be exempt from such building codes or subject to any alternative building codes regulated by the City. In all matters not expressly provided for under this Agreement, the City's standard development practices and ordinances apply.

ARTICLE IX FEES

9.1. Fee Waiver. The City shall waive all standard municipal fees customarily imposed for site development and for commercial and multi-family construction building permits, plan checks, and related City processing in connection with District Project; provided, however, that this waiver does not apply to any fees expressly imposed by third-party governmental entities or utilities over which the City has no control, pursuant to Section 9.2.

9.2. Third-Party Review Services. Notwithstanding Section 9.1, if the City engages third-party consultants or service providers to review any building, site development, or construction-related applications, plans, studies, or inspections for the District's Project, the District shall reimburse the City for the actual invoiced cost of such third-party services plus a twenty percent (20%) administrative markup.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 Entire Agreement. This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting such matters. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect. The parties agree that by entering into this Agreement they have relied solely upon the representations and agreements contained in this Agreement and no other.

10.2 Interpretation. The singular form of any word used in this Agreement includes the plural, and vice-versa, unless the context requires otherwise. The use of a word of any gender in this Agreement includes all other genders, unless the context requires otherwise. This Agreement and all of the terms and provisions hereof shall be construed to effectuate the purposes contemplated hereby and sustain the validity hereof.

10.3 Notices. All notices required to be in writing herein will be deemed to be delivered when (a) deposited in the U.S. Mail, postage prepaid; (b) delivered to a courier delivery service for next working day delivery, delivery prepaid; or (c) delivered to the offices named below at the addresses set forth below with a signed and dated receipt. Any notice requiring a response in less than five (5) days shall be hand delivered. All notices shall be sent to the respective party at the address set forth below, or at such other address as may be specified from time to time by written notice in accordance hereto.

To the City:
City of Dripping Springs
Attn: Mayor
PO Box 384
Dripping Springs, TX 78620

To the District:
Dripping Springs Independent School District
Attn: Superintendent
300 Sportsplex Dr.
Dripping Springs, TX 78620

10.4 Approval. This Agreement has been duly and properly approved by the City and the District, respectively, in full conformity with the Open Meetings Act, Section 551.001 et seq. of the Texas Government Code. This Agreement represents a binding and enforceable obligation on each party hereto.

10.5 Construction. This Agreement shall be construed in accordance with the laws of the State of Texas. The District and the City have each had a fair and reasonable opportunity to review this Agreement and to consult with legal counsel. This Agreement shall not be construed in favor of or against either party. Time is of the essence regarding the terms of this Agreement, including but not limited to, the time limits set forth in Article III hereof.

10.6 Third Parties. This Agreement is not intended to extend the liability of either party beyond that provided by law. Neither party waives any immunity or defense that would otherwise be available with respect to claims asserted by third parties. This Agreement does not confer any benefits, rights, or remedies upon any party except to the parties to this Agreement and their respective successor governmental entities.

10.7 Invalid Provisions. If a court determines that any provision hereof is invalid, illegal, or unenforceable, such provision shall be fully severable, and the remaining provisions hereof shall remain and continue in full force and effect.

10.8 Other Instruments. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Agreement.

10.9 Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective administrators, legal representatives and successor governmental entities.

10.10 Modification. Any modification, amendment or alteration of this Agreement shall only be effective and binding if the modification, amendment or alteration is in writing and signed by the duly authorized representative of each party.

10.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

10.12 Dispute Resolution. Except when a party believes that a risk of irreparable harm exists, the City's Mayor and the District Superintendent, or their designees, shall attempt to resolve disputes prior to the institution of litigation. The City's Code of Ordinances remains in effect during any dispute unless a court of competent jurisdiction orders otherwise.

IN WITNESS WHEREOF, the parties hereto (who, by signing below represent and acknowledge they have legal authority to bind their respective governmental entity) have caused this Agreement to be duly executed as of the date(s) set forth herein.

CITY OF DRIPPING SPRINGS

**Dripping Springs Independent School
District**

Bill Foulds, Jr.
Mayor

Dr. Holly Morris-Kuentz
Superintendent

Date

Date