

SCHOOL DISTRICT LAND DEVELOPMENT STANDARDS INTERLOCAL AGREEMENT

This School District Land Development Standards Interlocal Agreement (the "Agreement") is entered into by the City of Buda ("City") and Hays Consolidated Independent School District ("School District"). Where required, the provisions of this Agreement shall also be considered ordinances issued by the City in compliance with its general powers and under the Texas Local Government Code ("LGC").

WHEREAS, the City recognizes that the School District owns its Educational Facility where it prepares students with the knowledge and skills to thrive in college, career, and life for decades to come, and that ownership and longevity of use of this Facility are major influential factors in agreeing to the terms contained within this Agreement;

WHEREAS, the City and the School District are both political subdivisions of the State of Texas such that certain limits apply to municipal regulation of school district construction of Educational Facility;

WHEREAS, Section 212.902 of the Texas Local Government Code provides that a municipality and a school district may enter into an agreement to establish review fees, review periods, land development standards ordinances and to provide alternative water pollution control methodologies for school buildings;

WHEREAS, the City and the School District both desire that children living within their mutual jurisdictions should be educated in a high quality Educational Facility;

WHEREAS, the City and the School District acknowledge and agree that a uniform set of land development standards applicable to the School District Educational Facility both (i) allows for the School District to more effectively construct its Educational Facility in a timely manner at a lower cost of taxpayer dollars, and (ii) provides superior protections for the health, safety, and welfare of City residents.

NOW, THEREFORE, be it resolved that the City and the School District, pursuant to the laws of the state, hereto agree as follows:

ARTICLE I: ORDINANCE COMPLIANCE AND MODIFICATION

1.1 City Ordinances and Rules. The terms of this Agreement and any exhibits attached hereto shall supersede any conflicting requirements of the City's code of ordinances and adopted rules ("City Code"). Otherwise, City Code shall apply to School District development.

Notwithstanding any provision of this Agreement to the contrary, if State or Federal law or regulations require that City ordinances or rules be modified or updated to implement State or Federal law or regulations, the School District shall comply with the modified or updated City ordinances or rules.

1.2 Applicable Only to the Educational Facility. The modification of the ordinance provisions set forth in this Agreement apply only to Educational Facilities, including performing arts buildings, athletics facilities, and other accessory uses as defined in Section 2.1 (Definitions) and Section 4.12 (Accessory Uses), herein, that are used for School District Purposes. This Agreement does not waive any fee or modify any ordinance of the City for an administration or services facilities not deemed an Educational Facility proposed for construction by the School District.

1.3 Fire Safety and Building Codes. Nothing in this Agreement shall be construed to limit the availability of, or waive fees imposed by fire, safety, health, or building code ordinances of the City prior to or during construction of the Educational Facility.

ARTICLE II: DEFINITIONS

2.1 Definitions. Each term shall have the meaning assigned to it in the City Code. In addition, each of the following terms shall have the meaning assigned to it in this Article:

City Liaison: A designee of the City Development Services Department at the assistant director level who is specifically assigned to be the liaison between the School District and the City. The primary role of the City Liaison is that of facilitator of communications between the School District and the City, including as specifically described in this Agreement.

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

Effective Date: The date that this Agreement has been executed by both parties.

Major Renovation: Additions and/or renovations that alter more than 20% of the existing building original floor area.

Minor Renovation: Additions and/or renovations that alter less than 20% of the existing building original floor area.

Major Revision: In this Agreement, the term "major revision" is synonymous with the term "site plan revision" as commonly used in the City's Development Services Department procedures for site plan penning.

Minor Revision: In this Agreement, the term "minor revision" is synonymous with the term "site plan correction" as commonly used in the City's Development Services Department procedures for site plan permitting.

Planning Jurisdiction: In this Agreement, the term "Planning Jurisdiction" means either the full-purpose or limited-purpose jurisdiction of the City.

School District Liaison: A designee of the School District who is specifically assigned to be the liaison between the City and the School District. The primary role of the School District Liaison is that of the counterpart of the City Liaison.

School District Purposes: The use and development of a property by the School District for the fulfillment of any constitutional or statutory purpose of a School District, including the construction of buildings and facilities for uses essential to or commonly associated with teaching, research, the preservation of knowledge, and all auxiliary enterprises, building, facilities, and uses, but for purposes of this Agreement only, not administration, transportation, or operations and vehicle maintenance facilities.

Temporary Classroom Building: 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 Classroom Buildings are classified as Temporary Buildings as defined under 2.06.05, 2.06.06 A.23, and 2.10.07 D.3.

ARTICLE III: PLANNING COORDINATION

3.1 Planning Coordination. At the request of the School District or the City, the parties shall collaborate on specific planning efforts to the benefit of both parties. Examples of such planning efforts may include but are not limited to on-street parking, stormwater management, zoning and use of properties owned by the School District.

ARTICLE IV: ZONING

4.1 Applicability. This Article applies to a Site located within the City's Planning Jurisdiction

4.2 Site Development Regulations. Section 2.07 Zoning Dimensional Regulations shall not apply to an Educational Facility Site developed pursuant to this Agreement. Instead, development standards are established by this Agreement.

4.3 Floor-to-Area Ratio. There shall be no floor-to-area ratio limitation on Educational Facility sites.

4.4 Facility site. Minimum Lot Size . There shall be no minimum lot size requirement on Educational Facility sites.

4.5 Minimum Lot Width. There shall be no minimum lot width requirement on Educational Facility sites.

4.6 Minimum Setbacks. School buildings on Educational Facility sites shall be set back a minimum of ten feet from a lot line. There shall be no minimum setback for other structures.

4.7 Building Coverage. There shall be no building coverage limitation on Educational Facility sites.

4.8 Impervious Cover . All impervious cover restrictions shall be based on the requirements found in Section 10 .1 (Impervious Cover Limits) of this Agreement.

4.10 Traffic Impact Analysis. There shall be no requirement for a Traffic Impact Analysis (" TIA") or Neighborhood Traffic Analysis (" NTA") as part of any zoning or rezoning of the School District Educational Facility site.

4.10.1 In the event that a TIA or NTA is under review for an area that includes a property being developed by the School District pursuant to this Agreement, the TIA and/or NTA shall not be required to be completed as a requirement, condition, or prerequisite to approval of a Site or Development Application .

4.11 Height Regulations.

4.11.1 The maximum height of buildings or other structures constructed on Educational Facility sites shall be 100' irrespective of the zoning or use of neighboring properties.

4.12 Accessory Uses.

4.12.1 An accessory use is a use that is incidental to and customarily associated with a principal use, unless otherwise provided, is located on the same site as the principal use and may include parking for the principal use .

4.12.2 The following uses shall be considered accessory uses for the Educational Facilities:

4.12.2.1 Refreshment stands and convenience food or beverage sales that serve a public assembly use;

4.12.2.2 Cafeterias, dining halls, and similar food services that are primarily for the convenience of students, employees, or visitors;

4.12.2.3 Parking facilities, including but not limited to structured and surface parking facilities;

4.12.2.4 Medical clinics and/or mental health services that are primarily for, but not limited to, the convenience of students, employees, parents, or visitors;

4.12.2.5 Gardens that are primarily for, but not limited to, the convenience of students, employees, parents, or visitors;

4.12.2.6 Sports and recreational facilities, if those facilities are used primarily for educational activities, and which are located on or are a part of the Educational Facility campus; and

4.12.2.7 Any other use so long as the accessory uses combined comprise no more than 25% of the square footage of the building(s) existing on the Educational Facility campus and such use is incidental to and customarily associated with the principal use.

Exemption from 2.09.11 Nonresidential Design

Exemption from 2.09.02 B.3 Screening of Mechanical Equipment

Exemption from 2.09.12 B Nonconforming Lighting

Provide clarification of 1.09.12 D.6 Recreational Use Lighting (to include band practice area)

Exemption from IECC C405.11 - Automatic Receptacle Control

Exemption from IBC 1207 - Enhanced Classroom Acoustics

If/When City adopts 2024 ICC, exemption from 2024 IECC Non-Mandatory Appendices listed below that may be optionally mandated by the AHJ:

- Appendix CB - Solar-Ready Zone - Commercial
- Appendix CC - Zero Energy Commercial Building Provisions
- Appendix CD - The 2030 Glide Path

- Appendix CE - Required HVAC Total System Performance
Ration (TSPR)
- Appendix CF - Energy Credits
- Appendix CG - Electric Vehicle Charging Infrastructure
- Appendix CH - Electric-Ready Commercial Building
- Provisions
- Appendix CI - Demand Responsive Controls
- Appendix CJ - Electrical Energy Storage System

4.13 Zoning Review Fees. The School District shall not pay to the City any fees for the review of applications for zoning or rezoning approval for an Educational Facility building site.

4.14 City Review and Comment of Zoning Application .

4.14.1 Zoning Review Prioritization

4.14.1.1 The City shall prioritize and expedite School District zoning applications.

4.15 Dedicated Review Staff.

4.15 .1 Upon the submission of a zoning application , the City shall assign to the School District a dedicated zoning review staff person who is familiar with Educational Facilities.

ARTICLE V: PLATTING

The School District shall not be required to comply with the City's, LDC Chapter 25-4 (Subdivision) notwithstanding the timing of the School District's acquisition, development, or redevelopment of property consistent with this Agreement

ARTICLE VI: SITE DEVELOPMENT PERMIT

6.1 Site Development Plan Not Required for Certain Developments and Improvements (Site Plan Exemption)

6.2 6 .

6.1 . 1.1 A site development plan is not required for development on an Educational Facility site that disturbs 10,000 square feet of land or less.

6 . 1.1.2 A site development plan is not required for the addition, removal, or relocation of a Temporary Classroom Building (portable buildings) without a permanent foundation on an Educational Facility site.

6.1.1.5 Any other minor site activities similar to those listed above as determined by the Director of Development Services.

6.1.2 The City shall designate dedicated review staff members familiar with the requirements of this Agreement within each discipline responsible for review of site plan exemptions.

Modify 2.10.07 B.2.a.ii to be 50 spaces instead of 20.

6.2 Minor Revisions to Approved Site Development Plan.

6.2.1 Minor revisions - administratively known as "site plan corrections" - may be submitted for any previously approved site plan unless expired by noncompletion of construction, withdrawn, voided by approval of a new site plan on the same site, or otherwise voided, including after completion of construction and issuance of Certificate(s) of Occupancy.

6.2.2 The School District shall transmit to the City liaison copies of proposed minor revisions to an approved site development plan.

6.2.3 Not later than the fifth working day after the School District's submittal of a minor revision application, the City shall approve the request, if, subject to modifications required by the City, the minor revision is consistent with this Agreement and applicable City Code. If after the fifth working day the City has not approved the request, the School District and City liaison shall meet to resolve the remaining issues preventing such final approval. Unless otherwise agreed to by the liaisons, the above-described meeting shall occur within 2 working days of the 5th working day after the School District's submittal of the minor revision application.

6.2.4 Minor field revisions involving temporary erosion controls may be approved by the City field inspectors.

6.2.5 The City shall designate dedicated review staff member familiar with the requirements of this Agreement within each discipline responsible for review of minor revisions.

6.2.6 Minor revisions are intended for alterations to an approved site development plan which are beyond the scope of a site plan exemption (detailed in Section 6.1 above) but less intensive than the scope of a major revision (detailed in Section 6.4 below). Alterations allowed to be processed through the use of a minor revision include those which generally:

6.2.6.1 Do not generate more than 25% additional site traffic above the overall approved site development plan, or significantly affect traffic or pedestrian patterns in an adverse manner;

6.2.6.2 Do not increase impervious cover by more than 10,000 square feet;
and

6.2.6.3 Do not affect water quality or drainage patterns.

6.3 Major Revisions to Approved Site Development Plan .

6.3.1 Major revisions - administratively known as "revisions" - may be submitted for any previously approved site plan unless expired by non-completion of construction, withdrawn, voided by approval of a new site plan on the same site, or otherwise voided, even after completion of construction and issuance of Certificate(s) of Occupancy.

6.3.2 Major revisions are intended for improvements which are beyond the scope of a site plan exemption (detailed in Section 6.1 above) and minor revision (detailed in Section 6.2 above).

6.3.3 Major revisions shall be given the same dedicated review times, review staff, and priority as site development permit applications under the provisions of Section 6.14 of this Agreement.

6.3.4 Buildings may be added to a site development permit through the use of a major revision and shall not require a new site development permit application .

6.3.5 Additions to limits of construction and overall site area, whether through extension of limits of construction within the existing site or through the addition of new land/property not originally included in the initial site development permit, shall be allowed so long as the additional site area is contiguous with the existing site.

6.4 Temporary Classroom Buildings.

6.4.1 Temporary Classroom Buildings which are added to an existing Educational Facility campus are exempt from the provisions of the site development regulations contained in the UDC. Temporary Classroom Buildings which are added to an existing Educational Facility campus shall not be counted as impervious cover.

6.4.2 Notwithstanding the provisions of Section 1.1 of this Agreement , all Temporary Classroom Buildings located within the City's Planning Jurisdiction shall comply with building, fire, electric, energy, mechanical, plumbing, and other technical codes and criteria of the City in effect at the manufacture date of the Temporary Classroom Building and be approved by the Texas Department of Licensing and Regulation (" TDLR "). The relocation of a Temporary Classroom Building within the same campus or onto a different campus does not constitute a new manufacture date. Notwithstanding the above, if State or Federal law or regulations require that City ordinances or rules be modified or updated to implement State or Federal law or regulations, the School District shall comply with the modified or updated City ordinances or rules to the extent that such State or Federal law or regulations are satisfied .

6.4.3 The School District shall obtain any and all applicable permits for the movement of Temporary Classroom Buildings .

6.4.4 The City may inspect Temporary Classroom Buildings for compliance with applicable regulations .

6.4.5 No permit fees related to Temporary Classroom Buildings shall be charged by the City to the School District except for those pennits which involve the provision of services by the City, such as inspections.

6.6 Landscape Standards.

6.6.1. Landscaping shall accordingly be provided for the new Educational Facility according to City Code, except where modified by this Section.

6.6.1.1 No parking lot medians, islands, or peninsulas are required so long as parking lot perimeters include 1 tree per every 30', except where adjacent to a building or other structure .

6.6.1.2 The Educational Facility site need not comply with buffering or screening requirements to the extent such requirements interfere with school safety protocols and best practices as dete1mined by the School District.

6.6.2 The School District shall complete the required landscaping of the Educational Facility site within eighteen months of the issuance of a certificate of occupancy for the Educational Facility. If the School District does not complete the required landscaping within eighteen months, the School District shall provide written notice of such failure to the City liaison within 30 calendar days of such occun-ence.

6. 7 Traffic Impact Analysis. This Section applies to a Site located within the City's Planning Jurisdiction.

6.7.1 No Traffic Impact Analyses nor Neighborhood Traffic Analyses (NTA) shall be required for an Educational Facility site plan.

6.7.2 The School District need not pay a street impact fee (SIF) for an Educational Facility project.

6.8 Parking Requirements .

6.8.1 There shall be no minimum on-site parking requirements applicable to Educational Facilities.

6.8.2 Bicycle parking shall be provided as the School District deems appropriate.

6.9 Driveways. Up to four (4) driveways are permitted for a School District Educational Facility site. Additional driveways are permitted if such driveway(s) are included on an approved Traffic Circulation Analysis and Access Management Plan.

6.10 Sidewalks.

6.10.1 For developments with existing public sidewalks, as they exist as of the Effective Date of this Agreement, and in compliance with the requirements of the Americans with Disabilities Act, such sidewalks shall not be required to be reconstructed, except to address segments of such sidewalks evaluated by a Texas Registered Accessibility Specialist and deemed to be non-compliant with ADA requirements .

6.10.2 For sidewalks or property boundaries with missing segments or segments that are non-compliant with development standards, only new facilities shall require non-compliant segments to be constructed or reconstructed . Renovations, additions, and other capital improvement projects shall not require non-compliant or missing segments to be constructed or reconstructed.

6.10.3 The School District may request to pay a fee in-lieu of constructing required sidewalk improvements. .

6.11 Interim Condition Compliance. In instances where development, redevelopment, construction, reconstruction, demolition, and/or phasing of such work may create interim compliance with any development regulation of the City and/or of this Agreement, the City will work with the School District to provide temporary alternative methods of compliance if the non-compliance will ultimately be resolved when the project is complete, according to the proposed final condition on the site development plans. Interim conditions shall not exceed twenty-four months and can be extended at the Director's discretion.

6.12 Alternative Design.

6.12.1 The School District may request an alternative design ("Alternative Design") when strict compliance is not feasible. The Director may approve an Alternative Design to satisfy any requirement of the City Code and/or of this Agreement if the design meets the following standards:

6.12.1.1 The proposed Alternative Design is in general conformity with the intent of the regulation in question; and

6.12.1.2 The proposed Alternative Design will have no significant adverse impact on the health, safety, or general welfare of surrounding property owners or the general public, or such impacts will be substantially mitigated.

6.14 City Review and Comment of Site Development Plan.

6.14.1 Review Scope.

6.14.1.1 Review of site development permit application materials for the Educational Facility site with existing development which will be maintained and or modified shall be limited to those elements being newly developed or modified.

6.14.1.2 Existing development shall be treated as existing, conforming, and compliant development and shall not be required to be modified for purposes of compliance with regulations otherwise applicable to the site if such existing developed elements are not proposed to be modified.

6.14.1.3 Where existing development is proposed to be modified, only those specific elements proposed to be modified shall be reviewed for and be required to come into compliance with applicable regulations.

6.14.2 Review Schedule .

6.14 . 2.1 The City Liaison shall notify the School District Liaison by telephone or email within 5 working days of site development plan submittal if the submitted site development plan and reports do not meet the minimum submittal requirements of this Agreement and applicable City Code. If the site development plan is insufficient for review, then the City Liaison shall provide written explanation of the application's deficiencies. After the submittal of a sufficient and complete application, the City shall have 15 working days to review a site development plan, each subsequent phase of an approved phased site development plan, and accompanying reports, if any, and respond with complete comments from all reviewing City departments to the School District Liaison regarding the site development plan's compliance with this Agreement. Should complete comments not be returned within said 15 working days, then the City Liaison shall give a written response to the School District with a copy to the City Manager. Said response shall contain a detailed explanation of the reasons for the delay and an accurate timetable for when complete comments regarding the Site Development Plan will be issued.

6.14.2 .2 After submittal of a sufficient and complete application, the City shall have 10 working days to review a small project site development plan and respond to the School District Liaison per written comments by all relevant City departments regarding compliance with this Agreement and applicable City Code.

6.14.2 . 3 The City shall have 10 working days to review submitted updates to a site development plan.

6.14.2.4 The School District shall give the City Liaison at least 2 working days prior notice of the School District's intent to submit a site development plan for initial review or a site development plan update based on prior City review.

6.14.2.5 The School District shall include with all update submittals a summary sheet listing each comment issued by the City and a brief description of how the comment was addressed.

6.14.2.6 If, after the City has issued comments to the second update to the site development plan the City has not approved the site development plan, the School District and City Liaison shall meet to resolve the remaining issues preventing site development plan approval. Unless otherwise agreed on by the liaisons, the above-described meeting shall occur within 10 working days of the City issuing comments to the second site development plan update.

6.14.3 Final Approval. The site development plan shall be approved if the site development plan complies with this Agreement and all applicable City Code.

6.14.4 Effect of Approved Site Development Plan.

6.14.4.1 If required, a building permit shall be issued by the City to the School District when the building construction plans are approved as complying with the applicable building code and the approved site development plans.

6.14.4.2 The School District may begin site construction and utility construction in accordance with the site development plan after: The approval of the site development plan; A preconstruction conference; and Installation of required environmental controls.

6.14.4.3 If applicable, water meter, reclaimed water meter, and wastewater tap(s) from the City may be purchased after approval of the Site Development Plan. All applicable inspections and testing must be completed prior to issuance of a certificate of occupancy.

6.15 Review and Impact Fees. The School District shall not pay to the City any fees for the review of site development permit applications for an Educational Facility site, or any impact fees related to the construction at an Educational Facility site. Notwithstanding the foregoing, the School District shall pay for inspection fees.

6.16 Fiscal Surety.

6.16.1 No fiscal surety, cash escrow, letter of credit, bond, or any other form of financial guarantee, associated with development by the School District pursuant to the Agreement, shall be required prior to or during construction or as a condition of any acceptance, approval, or issuance of any permit or certificate by the City, including but not limited to fiscal surety for: Erosion and sedimentation controls, off-site tree

mitigation, parkland dedication or improvements, work in a public right-of-way and temporary use of right- water, reclaimed water, and wastewater improvements or subdivision infrastructure improvements.

16.2 By execution of this Agreement, the School District agrees that the performance otherwise secured by a financial guarantee under the City Code, will be made at School District cost.

ARTICLE VII: BUILDING PERMIT

7.1 This Article applies within the City's Planning Jurisdiction.

Can the City waive the building permit review fees similar to the waived fees for zoning and site plan reviews?

Can the building permit be valid for 18 months? (this would provide flexibility in coordinating bond election timelines with construction and permitting timelines.)

7.2 Building Construction Plan Review and Building Permit Issuance.

7.2.1 For an addition to an existing School District Educational Facility building, building code review shall be limited to the addition, where the addition connects to the existing building, and the accessible route(s) to the addition.

7.2.2 After the City Building Official has received information, all applicable City building permit review fees, and adequate evidence of the future availability of water and wastewater service, the City shall have 15 working days to review a building permit application, and issue to the School District either a Building Permit or a complete written list of changes needed to bring the building construction plans into compliance with the Building Code and this Agreement.

7.2.3 After making the changes necessary to bring the building construction plans into compliance with the Building Code and this Agreement, as noted in the written list of changes provided by the City, the School District may resubmit the building construction plans to the City .

7.2.4 The City shall have 10 working days to review the submitted building construction plans and issue to the School District either a building permit or a second written list of changes needed to bring the building construction plans into compliance with the Building Code and this Agreement. The 10 working days review period by the City shall apply to each additional resubmittal of the building construction plans .

7.2.5 If the City fails to provide written comments to the School District within the required 10 working days, or if more than two resubmittals have been required without a permit being issued, then the City and School District liaison shall meet or communicate as quickly as reasonably possible to resolve outstanding issues. The City and School District may mutually agree to extend any of the required 10 working day review periods.

7.3 City Review and Comment of Building Permits.

7.3.1 Review Schedule.

7.3.1.1 The City liaison shall notify the School District Liaison by telephone or email within 5 working days of receiving a building permit submittal ("Building Permit Application") if the building permit application does not meet the minimum submittal requirements of this Agreement and applicable City Code. If the Building Permit Application is insufficient for review, then the City Liaison shall provide written explanation of the application's deficiencies. After the submittal of a sufficient and complete Building Permit Application, the City shall have 15 working days to review the Building Permit Application and accompanying reports, if any, and respond with complete comments from all reviewing City departments to the School District liaison regarding the Building Permit Application's compliance with this Agreement. Should complete comments not be returned within said 15 working days, then the City Liaison shall give a written response to the School District with a copy to the City Manager. Said response shall contain a detailed explanation of the reasons for the delay and an accurate timetable for when complete comments regarding the Building Permit Application will be issued.

7.3.1.2 The City shall have 10 working days to review submitted updates to a Building Permit Application.

7.3.1.3 The School District shall give the City liaison at least 2 working days prior notice of the School District's intent to submit a Building Permit Application for initial review or update based on prior City review.

7.3.1.4 The School District shall include with all update submittals a summary sheet listing each comment issued by the City and a brief description of how the comment was addressed.

7.3.1.5 If, after the City has issued comments to the second update to the Building Permit Application and the City has not approved said permit, the School District Liaison and City Liaison shall meet to resolve the remaining issues preventing such approval. Unless otherwise agreed on by the Liaisons, the described meeting shall occur within 10 working days of the City issuing comments to the second Building Permit Application update.

7.3.2 Building permits for an Educational Facility shall have priority review by the City.

7.4 Inspections. Building inspections shall be performed within 2 days of the School District having notified the inspector and the inspection being scheduled . The School District will arrange for the layout inspection to be performed by a Registered Professional land Surveyor and the foundation inspection will be performed by a Registered Professional Engineer.

ARTICLE IX: CONSTRUCTION

The City shall provide site plan construction inspections within 5 business days of such request being made by the School District to the City Liaison.

ARTICLE X: ENVIRONMENTAL

10.1 Impervious Cover Limits.

10.1.1 Impervious cover limits for Educational Facility development covered by this Agreement are established by this section.

Maximum allowable impervious cover percentages shall be equal to the maximum allowable within the overlaying zoning district and section 4.05.04 A.2 shall not apply.

10.1.2 Impervious cover calculated for the School District Educational Facility shall not consider natural trails or natural surface tracks as impervious cover.

Put 10.3 back - it is a good thing for the district to have artificial turf not counted as impervious cover.

ARTICLE XI: LEGAL DOCUMENTS

11.1 Standard Legal Documents. The School District and the City shall collaborate on the development of standard license, easement, encroachment, unified development , Integrated Pest Management , and other legal documents applicable to activities undertaken under this Agreement. Once the School District and the City have negotiated such agreements, they shall be used for all projects undertaken under this Agreement , without the need for additional legal review by either party.

11.2 Waiver of Verification of Legal Entity. The City shall waive the requirement for documentation proving the legal entity status for the School District in all such documents.

11.3 Timing of Final Approval for Legal Documents. Any of the legal documents referenced in Section 11.1 and necessary for the granting of a Site Development Permit or a Building

Permit from the City shall be required to be finalized only prior to the issuance of a Certificate of Occupancy for activities undertaken under this Agreement and shall not delay or otherwise impact the acquisition of said Site Development Permit and/or Building Permit.

ARTICLE XII: SIGNS

12.1 Applicability. This Article governs signs at the Educational Facilities site.

12.2 Changeable Electronic Variable Message Signs. Provided that the sign is included in an educational facility's site development permit submission, the School District is not required to submit a separate permit for changeable electronic variable message signs (monument signs), and such monument signs shall not be required to comply with size, placement, display, and illumination requirements noted in Sections 4.02.06 and 4.02.08 of the development code.

12.3 Freestanding Signs.

12.3.1 One freestanding sign shall be permitted along each street frontage at a School District Educational Facility that:

ARTICLE XIV: TERM

All provisions of this Agreement shall be in full force and effect for the term of 25 years from the Effective Date unless terminated sooner pursuant to this section. At any time after 7 years from the Effective Date, written notice of cancellation ("Notice of Cancellation") may be delivered by either party to the other party. This Agreement will terminate 60 calendar days after the date of the delivery of the Notice of Cancellation. A Notice of Cancellation must be authorized by majority vote of the School Board or City Council, as appropriate. In the event that a Notice of Cancellation is delivered by one party to the other, during the intervening 60 calendar day period before the Agreement terminates, the parties may, by majority vote of both the School Board and City Council, agree to extend the life of, or modify, this Agreement. The fact that negotiations are ongoing shall not affect the validity of the Notice of Cancellation or the termination date.

ARTICLE XV: MISCELLANEOUS

PROVISIONS 15.1 Liaisons and Dispute Resolution. The City liaison will establish and maintain communication with the School District Liaison and will review and, if possible, resolve all issues and disputes relating to the Agreement. The City Liaison must have the authority to coordinate meetings and mediate resolutions, as needed, between all development-review-related City Departments and the School District. The School District Liaison will establish and maintain communication with the City liaison and will review and, if possible, resolve all issues and disputes relating to this Agreement. If the Parties cannot agree to a resolution, the Superintendent of the School District and the City Manager will

make a good faith effort to come to a mutually agreeable solution that reflects the intent of this Agreement. Prior to taking any legal action, the parties shall mediate any dispute using the services of a mutually agreed upon independent mediator. The parties shall equally split the expenses of the 20

mediator and the facility for the mediation. Each party shall otherwise pay its own expenses. If no agreement can be reached according to the procedures in this Agreement or as a product of mediation, the non-defaulting party shall have all remedies available at law and in equity. 15.2 Modification Procedure. Any amendment of this Agreement shall only be effective and binding if the amendment is in writing and signed by both parties, except otherwise described in this section. Notwithstanding any provision of this Agreement, the School District may take advantage of recorded subdivision plat notes, recorded restrictive covenants required by a regulatory agency, or any change to the laws, rules, regulations, or ordinances of a regulatory agency, or any change to the laws, rules, regulations, or ordinances that enhance or protect the School District, including changes that lengthen the effective life of the permit after the date the application for the permit was made, without forfeiting any rights under this Agreement. If the Superintendent of the School District or the City Manager requests an amendment to this Agreement, the counterparty will make a good faith effort to come to mutually agreeable terms that reflect the basis of the amendment request. 15.3 Entire Agreement. This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreement, representations, and understandings, if any, 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 statement or prior written material not specifically incorporated in this Agreement shall be of any force or effect. The parties agree that in entering into this Agreement, they have relied solely upon the representations and agreements contained in this Agreement and no others. Any consent, waiver, approval, or authorization under this Agreement shall be effective if signed by the party granting or making such consent, waiver, approval, or authorization. 15.4 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 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 to sustain the validity hereof. 15.5 Invalid Provisions. If any clause, sentence, provision, paragraph, section, or article of this Agreement is held by a court or competent jurisdiction to be invalid, illegal, or ineffective, that invalidity, illegality, or ineffectiveness shall not impair, invalidate, or nullify the remainder of this Agreement; and its effect shall be confined to the clause, sentence, provisions, paragraph, section, or article held to be invalid, illegal, or ineffective. 15.6 Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any benefits, rights, or remedies under or by reason of this Agreement upon any person other than the parties to the Agreement and their respective successor governmental entities. No assignment of this Agreement or of any right, duty, or obligation

of performance under this Agreement, in whole or in part, shall be effective unless such assignment is approved in writing by both the School District and the City. 21

15.7 No Joint Venture. Partnership, Agency, Etc. This Agreement shall not be construed as in any way establishing partnership or joint venture, express or implied agency, or employee relationship between the parties hereto. 15.8 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. 15.9 No Waiver. No consent or waiver, express or implied, by a party to or of any default of any covenant or provision of this Agreement by the other party shall be construed as a consent to a waiver of any other default of the same or any other covenant or provision of this Agreement. 15.10 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. 15.11 Headings. The headings used in this Agreement are used for reference and shall not be used to interpret or limit the meaning of any provision of this Agreement. 15.12 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 government entities. 15.13 Counterparts. This Agreement may be executed simultaneously 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. 15.14 Successor Entities. Any reference to any governmental entity, governmental department or governmental official or employee shall include any succeeding governmental entity, governmental department, or governmental official or employee assuming the responsible or function described by this Agreement. 15.15 Diversity, Equity, Inclusion. Any activities undertaken pursuant to this Agreement shall reflect and promote an inclusive, healthy, and welcoming environment for all School District students. 15.16 Venue. Venue for any suit arising under this Agreement shall be in Hays County. 15.17 Amendment. No amendment of this Agreement shall be effective unless it is executed by the authorized representatives of the City and the School District.

IN WITNESS WHEREOF, we have hereunto set our hands as of the date appearing in the first paragraph of this Agreement.

CITY OF BUDA: By:

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT: By:

