



CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, August 18, 2020 at 6:00 PM

VIDEOCONFERENCE MEETING

This meeting will be held via videoconference and the public is encouraged and welcome to participate. Public comment may be given during the videoconference by joining the meeting using the information below. Public comment for this meeting may also be submitted to the City Secretary at acunningham@cityofdrippingsprings.com no later than 3:00 PM on the day the meeting will be held.

The City Council respectfully requests that all microphones and webcams be disabled unless you are a member of the City Council or Board of Adjustment. City staff, consultants and presenters please enable your microphone and webcam when presenting to the City Council or Board of Adjustment.

AGENDA

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting

<https://us02web.zoom.us/j/81403459180?pwd=azVJeDI0a3U0QzR4RFhWNWFJU054Zz09>

Meeting ID: 814 0345 9180

Passcode: 874516

Dial Toll Free

877 853 5257 US Toll-free

888 475 4499 US Toll-free

Find your local number: <https://us02web.zoom.us/j/81403459180>

Join by Skype for Business: <https://us02web.zoom.us/j/81403459180>

CALL TO ORDER AND ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Todd Purcell

Council Member Place 4 April Harris Allison

Council Member Place 5 Travis Crow

City Staff, Consultants and Appointed Officials

City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
City Attorney Laura Mueller
City Treasurer Gina Gillis
City Secretary Andrea Cunningham
Parks & Community Services Director Kelly Schmidt
Public Works Coordinator Aaron Reed
Emergency Management Coordinator Roman Baligad
Communications Director Lisa Sullivan

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

PROCLAMATIONS

No action to be taken on Proclamations.

1. Proclamation proclaiming the month of September 2020 as "National Preparedness Month" in the City of Dripping Springs, Texas.
Sponsor: Mayor Foulds, Jr.

CONSENT AGENDA

The following items are anticipated to require little or no individualized discussion due to their nature being clerical, ministerial, mundane or routine. In an effort to enhance the efficiency of City Council meetings, it is intended that these items will be acted upon by the City Council with a single motion because no public hearing or determination is necessary. However, a City Council Member or citizen may request separate deliberation for a specific item, in which event those items will be removed from the consent agenda prior to the City Council voting on the consent agenda as a collective, singular item. Prior to voting on the consent agenda, the City Council may add additional items that are listed elsewhere on the same agenda.

2. Approval of a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Big Sky Subdivision Phase 1 Streets, Drainage, and Wastewater

Improvements.

Sponsor: Council Member Crow

3. Approval of a Resolution Approving and Accepting a Construction Bond for Arrowhead Ranch Subdivision Phase 4 Streets, Drainage, and Wastewater Improvements.
Sponsor: Council Member Crow
4. Approval of the reappointment of members to the Founders Day Commission for terms ending June 30, 2022: Brenda Medcalf, At-Large; Michael Monaghan, St. Martin de Porres Catholic Church representative; Jeff Shindler and Brian Varnell, Dripping Springs Cook-Off Club representatives; Sharon Goss and Brad Thomas, Dripping Springs Lions Club representatives; and the reappointment of Brenda Medcalf as the Commission Chair for a term of one year.

BUDGET

5. Discuss and consider approval of an Ordinance approving the 2020 Ad Valorem Tax Rate and Levy of .19 per one hundred dollars (\$100.00) of assessed valuation of all taxable property within the Corporate City Limits; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date.
 - a) Staff Report
 - b) Public Hearing
 - c) Ordinance

BUSINESS AGENDA

6. Discuss and consider approval of a Donation Agreement regarding a Donation to the Emergency Services Districts of resources needed for the current public health emergency with use of CARES Act Relief Funds.
Sponsor: Mayor Foulds, Jr.
7. Discuss and consider approval of a Professional Services Agreement between the City of Dripping Springs and Atrium Real Estate Services related to Appraisal Services regarding Rathgeber Park.
Sponsor: Mayor Foulds, Jr.
8. Discuss and consider approval of a Resolution adopting revisions the the City of Dripping Springs Personnel Manual.
Sponsor: Mayor Foulds, Jr.
9. Discuss and consider approval of a Resolution Supporting the Passage of Legislation during the 87th Regular Session of the Texas Legislature (2021), to Allow for the Expenditure of Municipal Hotel Occupancy Tax Revenue by the City for Construction of Improvements in Municipal Parks.
Sponsor: Mayor Foulds, Jr.
10. Discuss and consider approval of a Resolution Establishing Priorities for the 87th Legislative Session in Texas, and Authorizing Representation of the Municipality in

Advocating Certain Positions.

Sponsor: Mayor Foulds, Jr.

11. Discuss and consider approval of a Professional Services Agreement between the City of Dripping Springs and Donald L. Allman, CPA, P.C. for Audit Services.
12. Discuss and consider possible action regarding the Appointment of the City's Representative to the Greater San Marcos Partnership Board.
Sponsor: Mayor Foulds, Jr.
13. Discuss and consider approval of the Appointment of one (1) individual to the Tax Increment Reinvestment Zone No. 1 & No. 2 Board for the Hays County Representative seat for an unexpired term of December 31, 2020.
Sponsor: Mayor Pro Tem Manassian

REPORTS

Reports of Staff, Boards, Commissions, Committees, Boards and Agencies. All reports are on file and available for review upon request.

14. City Attorney Report

EXECUTIVE SESSION AGENDA

The City Council for the City of Dripping Springs has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development). The City Council for the City of Dripping Springs may act on any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.

15. Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders. *Consultation with City Attorney, 551.071*
16. Deliberation of Real Property and Consultation with City Attorney regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses and real property in the Triangle and Veterans Memorial Park. *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

UPCOMING MEETINGS

City Council Meetings

September 8, 2020 at 6:00 p.m. (Workshop 6:00 / Regular Meeting 6:30)

September 15, 2020 at 6:00 p.m.

October 13, 2020 at 6:00 p.m. (Workshop 6:00 / Regular Meeting 6:30)

October 20, 2020 at 6:00 p.m.

Board, Commission & Committee Meetings

August 20, 2020 Farmers Market Association Board at 10:00 a.m.

August 24, 2020 Transportation Committee at 3:30 p.m.

August 25, 2020 Planning & Zoning Commission at 6:30 p.m.
August 26, 2020 Economic Development Committee at 4:00 p.m.
September 2, 2020 DSRP Board at 12:00 p.m.
September 3, 2020 Historic Preservation Commission at 4:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

All agenda items listed above are eligible for discussion and action unless otherwise specifically noted. This notice of meeting is posted in accordance with Chapter 551, Government Code, Vernon's Texas Codes. Annotated. In addition, the City Council may consider a vote to excuse the absence of any City Council Member for absence from this meeting.

Due to the Texas Governor Order, Hays County Order, City of Dripping Springs Disaster Declaration, and Center for Disease Control guidelines related to COVID-19, a quorum of this body could not be gathered in one place, and this meeting will be conducted through videoconferencing. Texas Government Code Sections 551.045; 551.125; and 551.127.

I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on August 14, 2020 at 1:45 p.m.



**PROCLAMATION
OF THE CITY OF DRIPPING SPRINGS
PROCLAIMING SEPTEMBER 2020 AS
“National Preparedness Month”**

WHEREAS, September is National Preparedness Month, which serves as a reminder that we all must take action to prepare, now and throughout the year, for the types of emergencies that could affect us where we live, work, and also where we visit.

WHEREAS, “National Preparedness Month” creates an opportunity for the residents and businesses in the City of Dripping Springs to prepare their homes, establishments, and communities for any type of emergency including natural disasters and potential terror attacks; and

WHEREAS, this year it’s even more imperative for City of Dripping Springs to recognize the need for preparedness. In the midst of this pandemic, keeping our residents informed about public health issues is paramount; and

WHEREAS, preparedness is an ongoing effort of all citizens in the CAPCOG region, including youth, older adults, and people with access and functional needs; and

WHEREAS, investing in the preparedness of ourselves, our families, businesses, and communities can reduce fatalities and economic devastation throughout our nation; and

WHEREAS, emergency preparedness is the responsibility of every citizen in the (city/county) and all citizens are encouraged to make preparedness a priority; and

WHEREAS, the City of Dripping Springs, along with other regional, state and national partners, support the WarnCentralTexas.org campaign to increase public readiness in preparing for emergencies and educating citizens on how to take action.

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

1. That September 2020 shall hereafter be known as “National Preparedness Month” in Drippings Springs, Hays County, Texas.
2. The City of Dripping Springs City Council encourages all citizens and businesses to develop their own emergency preparedness plan, go to WarnCentralTexas.org to register to receive emergency alerts, and work as a team towards that end.

Bill Foulds, Jr., Mayor



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Aaron Reed, Public Works Coordinator

Council Meeting Date: 08/11/2020

Agenda Item Wording: Approval of a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Big Sky Subdivision Phase 1 Streets, Drainage, and Wastewater Improvements.

Agenda Item Requestor: Council Member Crow

Summary/Background: Big Sky Phase 1 public improvements have been completed and inspected. Streets and Drainage have been inspected by the City's Public Works Coordinator. Wastewater improvements have been inspected by the City's wastewater inspector. The City Engineer and Public Works Coordinator have performed a final walk with the Design Engineer and found all improvements to be completed in conformance with the approved construction plans. Water improvements have been inspected and approved by DSWSC.

**Commission
 Recommendations:**

**Recommended
 Council Actions:** City staff recommends approval.

Attachments:

Next Steps/Schedule: Send to City Secretary for execution



Item # 2.

7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

Doucetengineers.com

ENGINEER’S CONCURRENCE LETTER

July 31ST, 2020

To: Aaron Reed ~ City Inspector
Chad Gilpin, PE ~ City Engineer

City of Dripping Springs
511 Mercer Street
PO Box 384
Dripping Springs, Texas 78620

Project: Big Sky Ranch - Phase One
D&A Job #1691-002
Permit #SUB2019-0062

Owner/Developer’s Name and Address:

Meritage Homes
8920 Business Park Drive, Suite 350
Austin, Texas 78759

Consultant Engineer’s Name and Address:

Doucet and Associates, Inc.
7401B Highway 71 West, Suite 160
Austin, Texas 78735

I, Jennifer J Paisley, P.E., the undersigned Professional Engineer, or my representative made a visual inspection of the above referenced project during the City’s final walk-thru on July 17th. I, or my representative, also have visited the site during construction and for start-up inspections for Lift Station #2 and the Batch Detention ponds, observed that the roadways, utilities, and water quality were constructed per the approved plans with no significant deviation. The previous comments have been resolve:

Ponds – Smart Batch is operational. Ponds are acceptable Detention working

Delaware Street
Correct sign is being installed

Dome Peak
Acceptable to delete Barricade.



ADA Ramps - ramps have been repaired

Spoils/Staging

2ft Diversion Berm along perimeter was not installed – Acceptable to delete since Phase Two construction is starting.

Lost Peak Lane stubout into Phase Four - cleanup is underway .

Note: this punch list did not incorporate items from the City or Dripping Springs Water Supply Corporation final inspections. They will providing separate concurrence letters

I, therefore, verify the that construction of the is project is complete.

Sincerely,

Jennifer J Paisley, P.E.
Engineer-of-Record
Doucet & Associates, Inc.
TBPE Firm #3937

SUBDIVISION BOND

Bond No. 609202843

KNOW ALL MEN BY THESE PRESENTS, that we Meritage Homes of Texas, LLC, 8920 Business Park Drive, Suite 350,
Austin, TX 87859

as Principal, and Liberty Mutual Insurance Company

authorized to do business in the State of Massachusetts, as Surety, are held and firmly bound unto

City of Dripping Springs, P.O. Box 384, Dripping Springs, TX 78620

as Obligee, in the penal sum of Three Million Eight Hundred Forty Eight Thousand Six Hundred Forty One and 61/100

(\$ 3,848,641.61) DOLLARS, lawful money of

the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Meritage Homes of Texas, LLC
has agreed to construct in Big Sky Ranch

the following improvements: Phase 1 Development Improvements

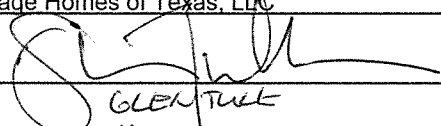
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed and dated this 1st day of November, 2019.

Meritage Homes of Texas, LLC


Principal

By:


GLEN TUCK
VP-NATIONAL LAND DEVELOPMENT

Liberty Mutual Insurance Company

By:


Kristin D. Thurber, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Item # 2.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200754-024127

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, James A. Bracy, Terry Crull, David G. Jensen, Hillary D. Shepard, Kristin D. Thurber

all of the city of Scottsdale state of Arizona each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of March, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 21st day of March, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of November, 2019.



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Figure: 28 TAC §1.601(a)(3)

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Home Office Surety at
1-610-832-8240

3 You may call (company)'s toll-free telephone number for information or to make a complaint at:

(800) 472-5357 Surety Option #7

4 You may also write to Liberty Mutual Surety at:

175 Berkeley Street
Boston, MA 02116

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(800) 252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede contactar a servicio de la oficina principal de Surety al: 1-610-832-8240

Usted puede llamar al número de teléfono gratis de (company)'s para información o para someter una queja al:

(800) 472-5357 Surety Opción De #7

Usted también puede escribir a Liberty Mutual Surety

175 Berkeley Street
Boston, MA 02116

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

(800) 252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compañía) (agente o la compañía) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2020-R__

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), ACCEPTING IMPROVEMENTS AND APPROVING AND ACCEPTING A MAINTENANCE BOND FOR BIG SKY SUBDIVISION PHASE 1 STREETS, DRAINAGE, AND WASTEWATER IMPROVEMENTS AND RELEASING A CONSTRUCTION BOND, PROVIDING FOR EFFECTIVE DATE; AND PROPER NOTICE & MEETING

WHEREAS, CC Carlton Industries, Ltd. (“Contractor”) recently completed, and the City Engineer for the City of Dripping Springs has inspected, Big Sky Subdivision Phase 1 Streets, Drainage, and Wastewater improvements (“Improvements”) for the City of Drippings Springs; and

WHEREAS, the City desires to accept as being complete in accordance with applicable development the Improvements in Big Sky Subdivision Phase 1; and

WHEREAS, the City of Dripping Springs City Council (“City Council”) seeks the Contractor to provide a Maintenance Bond (Attachment “A”) conditioned to guarantee for the period of Two (2) Years from and after the date of substantial completion of the Improvements, guaranteeing the materials and workmanship related to Contractor’s Improvements; and

WHEREAS, this Resolution conforms with the Maintenance and Guarantee regulation of the City’s Code requiring all public improvements be free from defects for a period of two (2) years; and

WHEREAS, substantial completion of the Work was verified by engineer letter (Attachment “B”) as of July 31, 2020 and the maintenance bond period of Two (2) Years begins on that date; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City to approve this Resolution.

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

1. The foregoing recitals are adopted as facts and are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.

2. The City Council hereby accepts the Streets, Drainage, and Wastewater Improvements at the Big Sky Subdivision Phase 1.
3. The City Council hereby approves and accepts the Contractor's proposed Maintenance Bond No. 800103436, from Atlantic Specialty Insurance Company ("Insurer"), included and attached herein (Attachment "A").
4. The City Council hereby releases the Contractor's Construction Bond No. 609202843.
5. Conditioned upon the fiscal guarantee for maintenance from the Contractor and the Insurer, the City shall assume responsibility for the repair, maintenance, and regulation of the Improvements for the benefit of the public.
6. The City Council hereby authorizes the Mayor or the Mayor's designee to execute any documentation on the City's behalf necessary to effectuate the intent and purpose of this Resolution.
7. This Resolution shall take effect immediately upon passage.
8. The meeting at which this Resolution 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.

PASSED & APPROVED this, the 11th day of August 2020, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT "A"

**Maintenance Bond No. 800103436: CC Carlton Industries, Ltd.,
and
Atlantic Specialty Insurance Company**



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Aaron Reed, Public Works Coordinator

Council Meeting Date: 08/18/2020

Agenda Item Wording: A Resolution Approving and Accepting a Construction Bond for Arrowhead Ranch Subdivision Phase 4 Streets, Drainage, and Wastewater Improvements.

Agenda Item Requestor: Council Member Crow

Summary/Background: Arrowhead Ranch Phase 4 is currently under construction. The developer has requested the City accept a Construction Bond as fiscal surety for the remaining items to be constructed. The most recent contractor pay application has been reviewed by the city Engineer and Public Works Coordinator. The Public Works Coordinator has verified the amount of the bond matches the remaining work to be done.

**Commission
Recommendations:**

**Recommended
Council Actions:** City Staff recommends approval.

Attachments:

Next Steps/Schedule: Send to City Secretary for execution.

Surety Bond

Bond No. 9344532

KNOW ALL MEN BY THESE PRESENTS, That we TF Arrowhead Ranch, L.P.,
as Principal, and Fidelity and Deposit Company of Maryland of Schaumburg, IL,
authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the
City of Dripping Springs, TX as Oblige, in the maximum penal sum of
Nine Hundred Fifty Three Thousand Ninety Five and 97/100 Dollars and NO/100 (\$ \$953,095.97),
lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written agreement dated _____, with the Oblige to perform services in accordance with the terms
and conditions of the ARROWHEAD RANCH PHASE 4 STREETS, DRAINAGE, AND WASTEWATER IMPROVEMENTS
(hereinafter referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly
perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect.

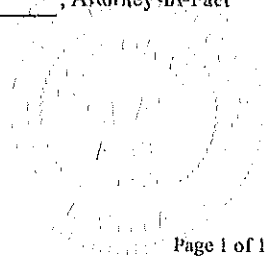
Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

1. Whereas, the Oblige has agreed to accept a renewable bond, this Bond shall be effective for the period of 8/11/2020, to 8/11/2021,
and may be extended for additional one (1) year periods from the expiration date hereof, or any future expiration date, unless the
Surety provides to the Oblige not less than thirty (30) days advance written notice of its intent not to renew this Bond.
2. Neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event the Surety exercises
its right to not renew this Bond, shall itself constitute a loss to the Oblige recoverable under this bond or any extension thereof.
3. This bond shall have final and definite expiration date of _____.
4. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless
same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.
5. Regardless of the number of years this Bond is in force, the liability of the Surety shall not be cumulative and shall in no event exceed the
amount set forth above, or as amended by rider.
6. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing and addressed to the parties at the
addresses specified below. Any demand or request for payment must be made prior to the effective date of nonrenewal.
If to Surety: Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196
7. This Bond shall be void unless signed and acknowledged by the Oblige below.

SIGNED, SEALED AND DATED this 11 day of August, 2020.

TF Arrowhead Ranch, L.P.
Principal
By: _____
Fidelity and Deposit Company of Maryland
By: _____
Kathleen M. Coen, Attorney-In-Fact

Signed and acknowledged as to the Oblige, this _____ day of _____, _____.



ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Gary J. GIULIETTI, Holly L. LYNCH, Michelle G. HIGGINS, Holly TALLONE, Louis J. BENSINGER, Kathleen M. COEN and Tammy L. OREHEK, all of Farmington, Connecticut EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of June, A.D. 2019.



ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 14th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11th day of August, 2020.



A handwritten signature in cursive script that reads "Brian M. Hodges".

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way Schaumburg, IL
60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition
As Of December 31, 2019

ASSETS

Bonds	\$ 255,279,821
Stocks	21,280,401
Cash and Short Term Investments.....	2,878,421
Reinsurance Recoverable	25,356,035
Federal Income Tax Recoverable.....	140,480
Other Accounts Receivable.....	20,383,843
TOTAL ADMITTED ASSETS	\$ 325,319,001

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses.....	\$ 795,381
Ceded Reinsurance Premiums Payable	43,024,327
Remittances and Items Unallocated	0
Payable to parents, subs and affiliates.....	0
Securities Lending Collateral Liability	0
TOTAL LIABILITIES.....	\$ 43,819,708
Capital Stock, Paid Up.....	\$ 5,000,000
Surplus	276,499,293
Surplus as regards Policyholders.....	281,499,293
TOTAL	\$ 325,319,001

Securities carried at \$164,223,431 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2019 would be \$322,248,132 and surplus as regards policyholders \$288,428,424.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2019.

Laura J. Lazarczyk

Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 25th day of February, 2020.

Darryl Joiner

Notary Public



RESOLUTION NO. _____

**APPROVING CONSTRUCTION BOND FOR
ARROWHEAD RANCH PHASE 4 STREETS, DRAINAGE, AND
WASTEWATER IMPROVEMENTS**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), APPROVING AND ACCEPTING A CONSTRUCTION BOND FOR ARROWHEAD RANCH PHASE 4 STREETS, DRAINAGE, AND WASTEWATER IMPROVEMENTS, DESIGN AND CONSTRUCTION; PROVIDING FOR PROVISIONS; EFFECTIVE DATE; AND PROPER NOTICE & MEETING

WHEREAS, An engineering estimate for the City of Dripping Springs (“City”) design and construction of Arrowhead Ranch Phase 4 Streets, Drainage, and Wastewater Improvements has been met with a construction bond no. 9344532 (“Bond”) issued for Arrowhead Ranch Phase 4 by Fidelity and Deposit Company of Maryland (“Surety”); and

WHEREAS, City staff has reviewed the attached Bond and found it acceptable and in compliance with the City’s code; and

WHEREAS, the City Council of the City of Dripping Springs (“Council”) deems this bond is sufficient and is in the best interest of the City to approve and accept the Bond; and

WHEREAS, the Council finds that it is necessary and proper for the good government, peace or order of the City to approve this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Dripping Springs City Council:

1. The foregoing recitals are adopted as facts and are incorporated fully herein.
2. The City Council hereby approves and accepts the Company’s proposed Construction Bond, which stands as security for said completion of Streets, Drainage, and Wastewater Improvements of Arrowhead Ranch Phase 4, bond no. 9344532 in the sum of \$953,095.97 attached hereto as Attachment “A” and incorporated fully herein.
3. The City Secretary is hereby directed to hold the bond as security for the construction of said improvements until otherwise directed.
4. The City Council hereby authorizes the Mayor or the Mayor’s designee to execute on the City’s behalf any documentation necessary to effectuate the intent and purpose of this Resolution.
5. This Resolution shall take effect immediately upon passage.
6. The City Secretary is instructed to file a copy of this Resolution among City records.

7. The meeting at which this Resolution 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.

APPROVED this, the day of April, 2020 by a vote of ____ (*ayes*), ____ (*nays*), and ____ (*abstentions*) of the City of Dripping Springs City Council.

CITY OF DRIPPING SPRINGS:

by: _____
Todd Purcell, Mayor

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A"
Bond No. 9344532

(INSERT BOND)



5501 West William Cannon • Austin, Texas 78749
Phone (512)280-5160 • Fax (512)280-5165

ENGINEER'S CONCURRENCE FOR PARTIAL COMPLETION

PROJECT: ARROWHEAD RANCH PHASE 4

SCOPE OF WORK: W WW X S/D X **ALL**

Owner's Name and Address

Consultant Engineer's Name
and Address

TF ARROWHEAD, RANCH L.P.
STARWOOD LAND VENTURES, LLC
6310 Capital Drive, Suite 130
Bradenton, Florida 34202

Carlson, Brigance & Doering, Inc.
Douglas R. Rummel, Jr., P.E.
5501 West William Cannon Drive
Austin, Texas 78749

This is to certify that I, the undersigned professional engineer, or my representative, have visited the referenced project site during construction. We have reviewed construction progress reports, logs, shop drawings, and test reports. On this date, I made an on-site inspection of the referenced project finding the project completed to extents listed below. We find no discrepancy or deviation from the approved construction plans exist which may materially affect the usefulness of the work for the purpose and life intended for the project by design. I, therefore, recommend acceptance for percentage complete of items listed below by the City of Dripping Springs.

Street Items - 37% Complete;

Drainage Items - 87% Complete;

Wastewater Improvements - 95% Complete;

Erosion Control Items - 33% Complete

REMAINING OWED FOR CONTRACTUAL COMPLETION = \$953,095.97



Seal

Douglas R. Rummel, Jr., P.E.

7.17.20

Date

97387

Texas Registration Number

CARLSON, BRIGANCE & DOERING, INC.
(F-3791)



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Andrea Cunningham, City Secretary

Council Meeting Date: August 18, 2020

Agenda Item Wording: Approval of the reappointment of members to the Founders Day Commission for terms ending June 30, 2022: Brenda Medcalf, At-Large; Michael Monaghan, St. Martin de Porres Catholic Church representative; Jeff Shindler and Brian Varnell, Dripping Springs Cook-Off Club representatives; Sharon Goss and Brad Thomas, Dripping Springs Lions Club representatives; and the reappointment of Brenda Medcalf as the Commission Chair for a term of one year.

Agenda Item Requestor: Andrea Cunningham, City Secretary

Summary/Background: *Description & Membership*

The Founders Day Commission is a fourteen-member advisory commission comprised of 4 at-large members, 3 representatives of St. Martin de Porres Catholic Church, 3 representatives of the Dripping Springs Cook-Off Club, and 3 representatives of the Dripping Springs Lions Club.

The Commission is tasked with managing the Annual Founders Day celebration and for planning, promoting, arranging, and organizing Founders Day. The Commission makes recommendations to City Council regarding the improvement and safe operation of the Founders Day celebration.

Appointments

The appointment of members and chairperson are made by the City Council upon recommendation by the Commission. The following organization nominations and applications for at-large seats were provided for the Founders Day Commission recommendation at their August 10th regular meeting:

- At-Large Seats, 2 vacancies: Brenda Medcalf (incumbent), Pam Owens, Lee Sawyer, and Steffany Duke
- St. Martin de Porres, 1 vacancy: Michael Monaghan (incumbent)
- Cook-Off Club, 2 vacancies: Jeff Shindler and Brian Varnell (incumbents)
- Lions Club, 2 vacancies: Sharon Goss and Brad Thomas (incumbents)

Commission Recommendations:

The Commission recommended the reappointment of Brenda Medcalf, Michael Monaghan, Jeff Shindler, Brian Varnell, Sharon Goss and Brad Thomas for terms ending June 30, 2022 at the August 10th Regular Meeting.

**Recommended
Council Actions:**

Staff recommends approval of the reappointments.

Attachments:

1. At-Large Applications (private)
2. Organization Nominations

Next Steps/Schedule:

1. Send updated roster and notification of reappointments to members
2. Update master log and FDC webpage



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Laura Mueller, City Attorney e

Council Meeting Date: August 18, 2020

Agenda Item Wording: Discuss and consider approval of an Ordinance approving the 2020 Ad Valorem Tax Rate and Levy of .19 per one hundred dollars (\$100.00) of assessed valuation of all taxable property within the Corporate City Limits; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date.

Agenda Item Requestor: State Required

Summary/Background: Each year the City has to adopt a tax rate. Currently the City Council has adopted a Budget that requires a \$.19 cent tax rate. However, as required by law, the City noticed for a \$.2026 tax rate. Also, during the public health emergency we have been having virtual meetings. Based on current guidance, it is in the City's best interest to: (1) renounce for the \$.19 tax rate; and (2) have a public hearing on September 8th for the tax rate on the amount that we are actually considering and making sure it is clear that the public can come to City Hall if they wish to do so.

Commission Recommendations: N/A

Recommended Council Actions: Postpone final adoption of tax rate until September 8, 2020 and renounce for \$.19 rather than the \$.2026.

Attachments: Ordinance adopting tax rate.

Next Steps/Schedule: Renounce for the tax rate. Prepare an area at City Hall for the public for the tax rate hearing. Consider and adopt the tax rate on September 8th.

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2020-_____

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, APPROVING THE 2020 AD VALOREM TAX RATE AND LEVY OF NINETEEN HUNDREDTHS CENTS (\$.19) PER ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE CITY LIMITS OF THE CITY; PROVIDING FOR PENALTIES AND INTEREST; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; SEVERABILITY; SAVINGS CLAUSE; PUBLICATION AND EFFECTIVE DATE

WHEREAS, a budget appropriating revenues generated for the use and support of the municipal government of the City of Dripping Springs (“City”) has been approved and adopted by the City Council of the City of Dripping Springs (“City Council”) as required by Chapter 102 of the Texas Local Government Code; and

WHEREAS, a notice of the hearing on a proposed tax revenue increase was published in the City’s official newspaper on August 6, 2020; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary of proper for carrying out a power granted by to the City; and

WHEREAS, the tax rate exceeds the no-new-revenue tax rate and was passed by a greater than a sixty percent (60%) of the members of the governing body; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City to adopt an ordinance establishing an ad valorem tax rate.

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

1. APPROVAL OF 2020 TAX RATE & LEVY

That there be and is hereby levied and shall be assessed and collected for the year 2020, on all taxable property, real, personal and mixed, situated within the city limits of the City, and not exempt the Constitution of the State and valid state laws, an ad valorem tax rate of Nineteen Hundredths Cents (\$.19) on each One Hundred Dollars (\$100.00) assessed value of taxable property, and shall be apportioned and distributed as follows:

- (a) For the purpose of defraying the current expenses and budge of the municipal government of the City (maintenance and operations (M&O)), a tax rate of Nineteen Hundredths Cents (\$.19) on each One Hundred Dollars (\$100.00) assessed value of taxable property.

THIS TAX RATE WILL EFFECTIVELY BE RAISED BY 2.7 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE

AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$0.00.

(b) The City Secretary shall cause the following notice to be posted on the homepage of the City's internet website:

THE CITY OF DRIPPING SPRINGS, TEXAS ADOPTED A TAX RATE THAT WILL EFFECTIVELY BE RAISED BY TWO POINT SEVEN PERCENT (2.7 %) AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,00.00 HOME BY APPROXIMATELY \$ 0.00.

2. PENALTY & INTEREST

All taxes shall become a lien upon the property against which assessed and the City Tax Assessor/Collector for the City of Dripping Springs, Texas, shall by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, or the payment of said taxes, penalty and interest for the general fund of the City of Dripping Springs, Texas.

3. FINDINGS OF FACT

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

4. SEVERABILITY CLAUSE

That is any section, subsection, paragraph, clause, phrase, or provision of this Ordinance shall be judged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or provision thereof, other than the part so decided to be invalid or unconstitutional.

5. SAVINGS CLAUSE

That all previous budget ordinances shall remain in full force and effect, save and except as amended by this Ordinance.

6. PUBLICATION CLAUSE

The City Secretary of the City of Dripping Springs, Texas, is hereby directed to public in the Official Newspaper of the City of Dripping Springs, the caption, and effective date clause of this Ordinance as required by Texas Local Government Code §52.011.

7. EFFECTIVE DATE

The necessity for making and approving a budget for the fiscal year, as required by the laws of the State of Texas, requires that this Ordinance shall take effect immediately from and after its passage as the law in such provides.

8. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, 18th day of August 2020, by the following City Council of Dripping Springs roll call vote:

Mayor Pro Tem Manassian	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
Council Member King	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
Council Member Purcell	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
Council Member Harris-Allison	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>
Council Member Crow	_____	<i>for</i>	_____	<i>against</i>	_____	<i>abstain</i>	_____	<i>absent</i>

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



City of Dripping Springs

Item # 6.

Post Office Box 384
511 Mercer Street

Dripping Springs, Texas 78620

Staff Report

from: Roman Baligad – Emergency Management Coordinator

Council Meeting Date:	August 18, 2020
Agenda Item Wording:	Discuss and consider action on a donation to the Emergency Services Districts of resources needed for the current public health emergency with use of CARES Act Relief Funds.
Agenda Item Requestor:	Emergency Management Coordinator
Summary/Background:	
<p>NHCFR Chief Scott Collard asked if the City would purchase breathing apparatus equipment to protect firefighting personnel when responding to suspected COVID-19 calls. The cost of the items would be around \$15,000.00. CRF money that the City is eligible for would be used to purchase the equipment.</p>	

Commission Recommendations:	N/A
Actions by Other Jurisdictions/Entities:	N/A
Previous Action:	N/A
Recommended TIRZ Action:	Staff recommends approval.
Alternatives/Options:	N/A
Attachments:	Donation Agreement.
Related Documents at City Hall:	CARES Act information.
Public Notice Process:	N/A
Public Comments:	N/A
Next Step/Schedule:	Order needed equipment. Attach receipts to executed donation agreement.

**DONATION AGREEMENT
BETWEEN THE CITY OF DRIPPING SPRINGS &
DRIPPING SPRINGS EMERGENCY SERVICES DISTRICT NUMBER 6-NORTH
HAYS COUNTY FIRE/RESCUE**

This Agreement by and between the City of Dripping Springs, Texas, a Type A, general-law municipality incorporated pursuant to the laws of the State of Texas and located in Hays County, Texas, (the “City”) and North Hays County Fire/Rescue (Donee) providing for the requirements for and process of conveying and providing a donation to the Donee.

The City is a general-law Type A municipality incorporated pursuant to the statutes of the State of Texas, and as such is authorized to provide funds, goods, and services for a public purpose to a community organization. The City has express authority to contract with other persons pursuant to section 51.014 of the Texas Local Government Code. The City acknowledges that the provision of resources needed for a response to COVID-19 for the Donee is for a public purpose.

The City agrees to provide breathing apparatus at a cost up to fifteen thousand dollars (\$15,000) for use in response to the COVID-19 Public Health Emergency to Donee. The Donee and City will decide the specific equipment and resources for use in the COVID-19 Public Health Emergency that will be donated. An addendum to this Agreement reflecting the goods purchased and donated shall be filed with the Agreement upon completion of the donation.

Donee agrees to use the donated goods provided by the city, for the public purpose of COVID-19 response and for the support of the residents of the City of Dripping Springs. Donee agrees to not waste, sell, or trade the donated goods provided by the City and that the donated goods may not be transferred, sold, given or assigned to any other organization or other entity. The Donee shall keep records of the use of the donated goods and shall provide access to the City of the information related to the use of the donated goods upon request to the extent allowed by law.

A. Contact Information

(1) Donor will at all times maintain the following points of contact:

Donee: North Hays County Fire/Rescue
Attn: Chief Scott Collard
Phone: (512) 894-0704
Mailing Address: 400 Sportsplex Drive
Dripping Springs, Texas 78620

(2) The primary point of contact under this Agreement for the City shall be:

City Administrator: Michelle Fischer
Phone: (512) 858-4725
Email: mfischer@cityofdrippingsprings.com
Mailing Address: PO Box 384
Dripping Springs, Texas 78620-0384

B. Effective date

This agreement takes effect as soon as it is signed by both Parties.

C. Indemnification

DONEE AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY DAMAGES OCCURRING FROM THE ALLEGED NEGLIGENCE OF DONEE, ITS AGENTS, VOLUNTEERS, SERVANTS AND EMPLOYEES.

D. Transferability

Except as may otherwise be expressly provided herein, the rights and obligations created by this Agreement may not be transferred or assigned to another party without the express written consent of the City and Donor.

E. Governing Law

The laws of the State of Texas shall govern any disputes or conflicts that arise under the terms of this Agreement. The venue for all legal actions involving this Agreement shall be Hays County.

F. Entire Agreement

This document represents the entirety of the agreement between the City and Donor. No oral or other written contracts outside of this Agreement shall have any affect unless they are approved in writing by both parties and made a part of this Agreement.

Executed this, the 18th day of August 2020.

Donor: City of Dripping Springs

Donee: North Hays County Fire/Rescue

by _____
Michelle Fischer, City Administrator

by _____
Scott Collard, Fire Chief



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Michelle Fischer, City Administrator

Council Meeting Date: August 18, 2020

Agenda Item Wording: **Discuss and Consider approval of a Professional Services Agreement between the City of Dripping Springs and Atrium Real Estate Services related to the Appraisal Services regarding Rathgeber Park.**

Agenda Item Requestor: Michelle Fischer, City Administrator

Summary/Background: Dick Rathgeber has informed city staff that he is ready to deed Rathgeber Park to the city in accordance with the Master Parks & Open Space Plan for the Headwaters Subdivision. Mr. Rathgeber is gifting the land to the city and has asked the city to have an appraisal of the property conducted to determine its value.

City Staff obtained a proposal for appraisal services from Atrium Real Estate. The cost of the services is \$3,000.00.

Atrium has been providing the city with appraisal services related to the wastewater expansion project. This was done through a Request for Qualifications issued by the city in 2019 and city staff has been happy with their services.

Recommended Council Actions: Approve the Professional Services Agreement between the city and Atrium Real Estate.

Attachments: PSA and Proposal from Atrium

Next Steps/Schedule: Execute the PSA, if approved; notify Atrium Real Estate and Mr. Rathgeber of the City Council's action.

ATR08182020

**PROFESSIONAL SERVICES AGREEMENT
APPRAISAL SERVICES**

This Agreement, made and entered into this, the 18th day of August 2020, and between the **City of Dripping Springs, Texas** (hereinafter referred to as the “City”) and **Atrium Real Estate Services**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

- 1. Scope of Work:** The Contractor shall appraise the estimated market value of the fee simple interest of Rathgeber Natural Resource Park (“Rathgeber Park”) as described in the Scope of Work in Attachment “A”.
- 2. Description of Services:** The Contractor shall perform the below duties as needed by the City.
 - (a) Complete appraisal of Rathgeber Park three hundred (300) acre tract of land North of State highway 290 in the City of Dripping Springs, Texas as described in Attachment “A”;
 - (b) Contractor shall deliver reports to City Hall via mail, in person, facsimile, or other electronic means as appropriate.
 - (c) Create appraisal documents as required in format set by Uniform Standards of Professional Appraisal Practice and presented in the Uniform Appraisal Report Form;
 - (d) Present draft to city within five (5) weeks of execution of Agreement by both parties;
 - (e) Present final draft to City within ten (10) days of receiving final review comments from the City;
 - (f) Contractor may be asked to communicate with city staff to review the appraisal.
 - (g) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
 - (h) Contractor will report to the City Administrator, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
 - (i) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City’s public information policies.
 - (j) Performs other related duties as needed.

3. **Payment for Services:** The City will compensate Contractor in accordance with the fee structure contained in Contractor's proposal attached as Attachment "A". Contractor shall invoice City in accordance with Contractor's attached proposal. This includes an appraisal fee of three thousand dollars (\$3,000), due upon delivery and acceptance of final report. Appraisal fee only covers the scope of services contained in this Agreement.
4. **Proposal:** Proposal attached as Attachment "A" is incorporated into this Agreement for all purposes. If there is a conflict between this Agreement and the Proposal that cannot be resolved, this Agreement controls.
5. **Duration:** This Agreement shall be in effect until final appraisal is approved and accepted by the City.
6. **Renewal:** This Agreement may be renewed or extended in writing by agreement of both parties.
7. **Termination:** Either party may terminate this Agreement by a thirty (30) day written notice or in writing once all duties and tasks within the agreement are completed.
8. **Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for appraisal services.
9. **Limitations:** During the period the Contractor is covered by this agreement, the Contractor will not be permitted to perform any services for any agency, developer, contractor or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City.
10. **Employees:** Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.
11. **Injuries/Insurance:** Contractor acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of Contractor's employees, if any. Contractor waives the rights to recovery from City for any injuries that Contractor and/or Contractor's employees may sustain while performing services under this Agreement. Contractor to provide a copy of insurance coverage to City at least ten (10) days prior to end of any existing coverage period if Contractor uses the services of any of Contractor's employees for the provision of services to the City.
12. **INDEMNIFICATION:** CONTRACTOR AGREES TO INDEMNIFY AND HOLD CITY HARMLESS FROM ALL CLAIMS, LOSSES, EXPENSES, FEES, INCLUDING ATTORNEY'S FEES, COSTS, AND JUDGMENTS THAT MAY BE ASSERTED

AGAINST CITY THAT RESULT FROM ACTS OR OMISSIONS OF CONTRACTOR, CONTRACTOR'S EMPLOYEES, IF ANY, AND CONTRACTOR'S AGENTS.

- 13. Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
- 14. Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor shall also comply with the requirements related to 1295 filing through the Texas Ethics Commission.
- 15. Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

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

For the Contractor:

Atrium Real Estate Services
Attn: Lory R. Johnson, President
510 C Bridle Path
Dripping Springs, TX 78620
(512) 453-7407

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

- 16. Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties.
- 17. Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- 18. Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 19. Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- 20. Applicable Law:** The laws of the State of Texas shall govern this Agreement.
- 21. Venue:** The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.

CITY OF DRIPPING SPRINGS:

ATRIUM REAL ESTATE SERVICES:

Bill Foulds, Jr., Mayor

Lory R. Johnson, President

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A"



Michelle Fischer
City Administrator
511 Mercer St.
Dripping Springs, TX 78620

RE: Proposal for an appraisal of the Rathgeber Natural Resource Park, a ±300 acre tract of land north of State Highway 290 in the City of Dripping Springs, TX

Dear Ms. Fischer:

Initially, thank you for the opportunity to bid on this assignment. This letter will serve as the proposal for *ATRIUM REAL ESTATE SERVICES* to perform value estimate on the above referenced property.

Purpose of the Assignment (Scope of Work)

The purpose of the appraisal will be to estimate the market value of the fee simple interest in the above referenced property.

Reporting Requirements

The analysis and results of the report will be prepared in conformity with and will be subject to the requirements of the *Code of Professional Ethics and Standards of Professional Practice* of the APPRAISAL INSTITUTE, the *Uniform Standards of the Professional Appraisal Practice* as promulgated by the APPRAISAL FOUNDATION as well as the requirements of the STATE OF TEXAS for State-Certified General Real Estate Appraisers.

Fee and Completion Date

Property	Appraisal Fee
Rathgeber Natural Resource Park, Dripping Springs, TX	\$3,000

The estimated completion date of the report will be 30 days from obtaining the notice to proceed.

www.atriumrealestate.com
14425 Falcon Head Blvd D-100, Austin, TX 78738 | 512.453.7407
510 C Bridle Path, Dripping Springs, TX 78620 | 512.453.7407

Page 2
Ms. Michelle Fischer
August 3, 2020

Miscellaneous Expenses

There are no miscellaneous expenses.

General Information

If terms of this proposal are acceptable, please sign below and return to our office.

ATRIUM REAL ESTATE SERVICES appreciates the opportunity to be of service to you. Should you have any questions, or if we can be of further assistance, please feel free to contact our office.

Respectfully submitted,

ATRIUM REAL ESTATE SERVICES



Lory R. Johnson, MAI, SR/WA
President
Texas Certified Appraiser #TX-1321640-G

Accepted by: ----- Date: -----

www.atriumrealestate.com
14425 Falcon Head Blvd D-100, Austin, TX 78738 | 512.453.7407
510 C Bridle Path, Dripping Springs, TX 78620 | 512.453.7407

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2020-R_____

A RESOLUTION OF THE CITY COUNCIL OF DRIPPING SPRINGS, TEXAS,
REVISING THE PERSONNEL MANUAL.

WHEREAS, each city should have a personnel manual directed to its employees to provide guidance on the duties and responsibilities of the city and the employees; and

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) finds it to be in the public interest, and necessary for the public health, safety and welfare, that the City of Dripping Springs *Personnel Manual* be updated from time to time to reflect current state and federal law and city practices related to city employees; and

WHEREAS, the City Council finds that it is reasonable and prudent for this amendment to the *Personnel Manual* to be adopted.

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

1. The City Council hereby approves the amendment to City of Dripping Springs *Personnel Manual* pursuant to *Exhibit A*, attached.
2. The City Council approves the funds necessary for these personnel actions, as provided in the budget for the current fiscal year.
3. The City Council directs City staff to work with the Mayor and City Administrator to acknowledge the amendment to the *Personnel Manual* and receive training and information on the amended *Personnel Manual* under the direction of the Mayor and City Administrator.

PASSED & APPROVED this, the 18th day of August 2020, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

City of Dripping Springs



Personnel Manual

Effective as amended _____, 2020

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SECTION 1: INTRODUCTION

1.01 Policies Established

These policies and all amendments hereto shall be the official personnel policies of the City. The City retains the right to unilaterally change policies in this Manual, and will advise employees of those changes. All prior policies are hereby repealed.

1.02 Purpose

This Manual is adopted by the City Council as a guidance document, not a contract. Through this Manual, the City Council strives to bring uniformity, consistency, and fairness to its employment practices.

1.03 Applicability

These policies apply to all City employees, except where inconsistent with state law, federal law, City ordinance, or the particular instrument hiring a specific employee. In the event of such inconsistency, the state or federal law or ordinance shall prevail.

1.04 Objectives

The City seeks to achieve these objectives through the systematic, uniform application of modern personnel practices. The City's personnel policies strive to:

- (a) promote and increase productivity, efficiency, and responsiveness to the public, and economy in the City service;
- (b) provide fair and equal opportunity for qualified persons to enter and progress in the City's service in a manner based on merit and fitness;
- (c) maintain recruitment, advancement, and other practices to enhance the attractiveness of a City career;
- (d) develop and maintain consistent, up-to-date position classifications and compensation plans;
- (e) develop high morale among City employees by fostering good working relationships, and by providing uniform personnel policies, opportunity for advancement, and consideration of employee needs and desires;
- (f) retain employees on the basis of the adequacy of their performance, correct inadequate performance, and separate employees whose inadequate performance cannot be corrected; and
- (g) assure that employees are protected against coercion for partisan political purposes and are prohibited from using their positions with the City for the purpose of interfering with or affecting the results of any kind of official election.

1.05 At-Will

- (a) All employees of the City serve at-will.
- (b) These policies and the benefits described herein do not constitute a contract of employment or a contract between the City and any employee to provide any benefit. Nothing contained herein shall create an entitlement to, or property interest in, continued employment with the City.
- (c) The City may alter, modify, amend, or terminate any of the policies or benefits set forth herein at any time, with or without notice. Notwithstanding any statement contained in these policies, or in any other document or statement issued by the City or any of its representatives to the contrary, the City shall have the right to terminate any employee from employment with the City, at any time, with or without cause, subject to state and federal law.

1.06 Dissemination

The City shall make every effort to thoroughly acquaint employees with the materials in these personnel policies and any subsequent revision. Copies of these policies and all amendments shall be furnished to each employee. Notwithstanding the foregoing, it is each employee's responsibility to become familiar with the contents of these policies, and to ask questions when necessary for a full understanding.

1.07 City Administrator

The term "City Administrator" as used in this Manual includes the City Administrator, Deputy City Administrator, and others specifically designated by the City Administrator to act as agents.

1.08 Chain of Command

Each employee has a supervisor who should be consulted should any work issue arise. If the supervisor is unavailable, or a response is determined by the employee to be inadequate, the employee may discuss the issue with the Department Director, the Deputy City Administrator, or City Administrator, unless a different procedure is described herein. The supervisory chain of command for each employee shall be listed in the employee's job description. Engaging in activity outside the chain of command as relates to employment matters is detrimental to the employment relationship and harms the ability of the City to react effectively and consistently when presented with employee issues.

SECTION 2. CLASSIFICATIONS

2.01 Classifications Listed

There are 5 classifications of employees with the City: (1) Full-Time—Exempt; (2) Full Time—Non-exempt; (3) Part-Time; (4) Temporary; and (5) Seasonal. While not considered an "employee" under this Manual, a sixth classification is Contract Services.

2.02 Full-Time—Exempt

Employees who work a regular schedule of more than 30 hours a week and meet the federal law requirements of an employee exempt from overtime shall be considered full-time—exempt. The employee’s average of hours worked per week is not considered when determining whether an employee is full-time—exempt.

Pursuant to the Fair Labor Standards Act, as may be amended (FLSA) and applicable state laws, exempt employees are those who qualify as such under the statute because they fall into one of the exempt categories. Exempt employees are not entitled to overtime compensation pay (but are entitled to compensatory time, as explained elsewhere).

2.03 Full-Time—Non-exempt

Employees who work a regular schedule of more than 30 hours a week and who are hourly employees who are eligible for overtime based on their job duties or compensation shall be considered full-time—non-exempt. The employee’s average of hours worked per week is not considered when determining whether an employee is full-time—non-exempt.

2.04 Part-Time

Employees who work a regular schedule of less than 30 hours a week shall be considered part-time.

2.05 Regular

Employees who work for an indefinite period of time (not temporary or seasonal) shall be considered regular employees.

2.06 Temporary

Employees who work for a short period of time shall be considered temporary employees.

2.07 Seasonal

Employees who work solely for a specific time of year shall be considered seasonal employees. Seasonal employees may not be employed more than three months in any one year and should start and end employment around the same time every year.

2.08 Contract Services

At the discretion of the City Council, officer or employee positions may be staffed by professional services providers on a contract basis.

SECTION 3: HIRING**3.01 Hiring Authority**

~~(a) The City Council is the hiring authority for all the City officers as described in Local Government Code Chapter 22 or as otherwise designated by the City Council. These officers include City Administrator, Deputy City Administrator, City Secretary, City Attorney, Parks and Community Services Director, Event Center Manager, City Treasurer, Public Works Coordinator, Building Official, Code Enforcement Inspector, Emergency Management Coordinator, and others designated by City Council. except as otherwise delegated through ordinance or resolution.~~

The ~~Mayor and~~ City Administrator has~~ve~~ the authority to hire any position if such hiring

is not required to be authorized by the City Council pursuant to this provision or other resolution or ordinance. The City Administrator may delegate hiring positions to a department head. ~~delegated to the mayor or city administrator by City Council resolution or ordinance as is allowed by state law.~~

For employees of Dripping Springs Ranch Park, the Dripping Springs Ranch Park Board of Directors may be involved in the hiring process as described by city ordinance and park rules and policies. The City Administrator has the authority to hire any Dripping Springs Ranch Park position, other than those listed above as hired by the City Council, but may consider the input of the Dripping Springs Ranch Park Board, if any, in making the hiring determination.

3.02 Interim Appointment

When an emergency exists that requires the services of personnel who are not otherwise available, such employees may be immediately hired by the Mayor or City Administrator for a period not to exceed 90 days without regard to normal recruitment and selection requirements. If the hiring of the interim employee is not confirmed by the primary hiring authority for that position or the City Council within the 90-day period, the employee is considered to be automatically discharged as of the 91st day.

3.03 Vacancies

The City Council may fill all vacant employment positions for which ~~they have not delegated primary hiring authority~~ has not been delegated by this Manual or other document, upon simple majority vote. The Mayor may make interim appointments for any position for which the City Council is the primary hiring authority, provided the issue is brought before the City Council at the next regular meeting for confirmation ~~if the City Council has not delegated primary hiring authority to the Mayor or City Administrator.~~ The City Administrator may fill all vacant employment positions for which the Administrator has been delegated primary hiring authority.

3.04 Notice

- (a) The City Administrator shall provide, by appropriate means, public notification of vacancies to be filled within the City service, and shall maintain a list of current announced vacancies for public inspection. Notice is not required for those vacancies to be filled internally via promotion, transfer, temporary promotion, or reinstatement.
- (b) Each job announcement, insofar as practicable, shall specify the title, nature of the job, required minimum qualifications, and the deadline for and method of application.

3.05 Evaluation

The City Administrator shall determine the most appropriate means of evaluating applications against job requirements to identify the best qualified applicants. Interviews, background checks (criminal and credit), written tests, and/or other screening procedures may be used as appropriate. Applicants shall be required to provide any job-related information necessary to demonstrate compliance with prescribed minimum qualification requirements for the positions involved.

3.06 Residence

There shall be no residence requirement for City employment, except as may be provided by law. Employees likely to be called to work in cases of emergency may be required to reside within reasonable commuting ranges of their places of work as may be specified in their job description.

3.07 Introductory Period

All employees shall serve in an introductory capacity for the first 90 days of employment. During this training period, new employees shall be subject to close evaluation. Introductory employees shall not be entitled to standard employee benefits, including paid leave, except to the extent specifically authorized by this Manual. However, (1) health benefits are begun after a 30 day introductory period; and (2) TMRS benefits will begin immediately upon full-time eligible employment with the City. Completion of the introductory period does not alter the at-will relationship, create a property interest in employment for any duration, or obligate the City to retain the employee for any certain duration. If this policy conflicts with a separate city contract with an employee or an employment benefits provider, the contract prevails over the personnel policy.

3.08 Youth Employment

It is the policy of the City of Dripping Springs that no individual under the age of ~~fourteen (14)~~sixteen (16) shall be hired. Applicants between the ages of fourteen (14) and eighteen (18) shall be required to show proof of age to the satisfaction of the City Administrator or the Administrator's designee. Employees under the age of eighteen (18) shall not have duties or perform work that is prohibited by state or federal law.

3.09 Job Descriptions

The City Council shall be the approving authority for all new positions. All positions shall have a job description. The City Council shall be the approving authority for all job descriptions for new positions and for all positions hired by the City Council. The City Administrator may make minor amendments to any job description for which the Administrator is the hiring authority.

3.10 Job Posting

All job openings shall be posted as deemed appropriate and best designed to hire the most qualified candidate. Job postings may be placed in the newspaper, on the City website, or in any other manner. The City Administrator may post any existing position regardless of hiring authority as soon as a vacancy exists. The City Administrator may post for a new position as soon as the job description and creation of the position is approved by City Council.

SECTION 4: COMPENSATION**4.01 Appropriations**

Wages, salaries, and working schedules for all employees shall be in accordance with the provisions of the City budget currently in effect, including amendments, and within the limitations of the financial provisions of each department, as approved by the City Council for each fiscal year.

4.02 Timesheets and Time Clock

(a) Timesheets: Each exempt employee as defined in Section 2.02 of this Manual is required to turn in the employee's timesheet by the final day of each pay period (see 4.03(a)) to the Department Head. Each Department Head must approve and submit the timesheets to the City Treasurer by 9:00 a.m. the next business day following the final day of each pay period. Absences for the pay period must be submitted with each time sheet.

(b) Time Clock: Each non-exempt employee as defined in Section 2.03 of this Manual is required to use the Time Clock to clock in and out each day with the employee's time card if the employee works at the site where a time clock is located and accessible. Each employee is required to sign ~~his or her~~ the employee's time card agreeing that the time card accurately and completely reflects all time worked during the period in question and that no hours were worked that do not appear on the card. It is a violation of city policy to:

- (1) allow another to clock in or out for the employee;
- (2) fail to clock in when the employee arrives;
- (3) fail to clock out when the employee takes a lunch break or leaves work;
- (4) fail to submit all hours worked; or
- (5) fail to follow time clock policies or procedures issued by the City Administrator.

Any failure of this policy may result in disciplinary action.

A non-exempt employee who works or trains off-site, ~~and~~ comes to the off-site location or leaves from the off-site location, or who is approved to use a time sheet, may use a time sheet for that time. The time sheet shall be submitted pursuant to Section 4.02(a) ~~and all other time shall be documented with the time card~~. Any nonexempt employee whose primary work location is at a location that does not have a time clock shall use a time sheet in the same manner as listed in Section 4.02(a). These non-exempt employees include, but are not limited to, those who are primarily employed at Dripping Springs Ranch Park.

Any discrepancy between the time card and the employee's work hours requires notification to the employee's supervisor within seventy-two (72) hours whether the discrepancy is based on employee error or time clock malfunction. Only an employee's supervisor, the City Administrator, or the Deputy City Administrator may make manual changes to an employee's time card or time sheet. Time recorded will be the work-time paid or employees will be paid from time sheets verified by actual recorded times. Any adjustments to the recorded time on a time card or time sheet must be approved by the employee's supervisor. Supervisors will be accountable to the City Administrator ~~and Mayor~~ for any manual changes submitted.

4.03 Payment Procedures

(a) Employees will be paid every other Friday. Timesheets must be turned in by 9 a.m. on the Monday of the week ~~first business day~~ following the end of each pay period. If a payday is scheduled for a City holiday, the payday will be processed the day before the City holiday or holidays.

(b) Paychecks shall not be given to third parties without the express written authorization of the affected employee or as required by state law.

(c) If an employee receives a paper paycheck and is absent on a scheduled payday, the employee's paycheck shall be held until the employee returns, unless a written request for other arrangements has been delivered to the City Administrator prior to such payday.

(e)(d) Direct deposit for employee paychecks is encouraged. To enroll in direct deposit, an employee shall complete the form provided by the Accounting Department and the form must be signed in ink and the original must be submitted to Accounting.

4.04 Overtime

(a) Overtime commences for each hour a non-exempt employee works beyond the standard 40-hour week in the seven-day work period. Overtime shall not be calculated to include vacation, holiday, or sick leave taken during the same seven-day work period as "hours worked." Hours worked for purposes of overtime are any hours worked in the seven-day work period. Special pay for work during non-business hours, nights, or weekends will not be given unless otherwise specified in this manual.

(b) All nonexempt employees are eligible for overtime compensation in accordance with the FLSA.

(c) Overtime compensation shall be calculated in accordance with §5.03(f).

(d) Each nonexempt employee shall be responsible for notifying the employee's supervisor if an assignment cannot be completed within the employee's regular 40-hour workweek. No employee shall work overtime unless the employee's supervisor has determined that such overtime is required. Any employee who works unapproved overtime may be subject to discipline.

(e) All exempt employees are entitled to compensatory time. Compensatory time shall accrue in accordance with §5.03(f) (below).

(f) An employee who requests the use of accrued compensatory time shall be permitted to take such leave within a reasonable period after making the request, unless the employee's absence would unduly disrupt the operations of the City.

4.05 Raises, Merit Increases, and Cost of Living Adjustments

City Council has the sole authority to pass ordinances affecting pay scales. Raises, merit increases, and cost of living adjustments shall be considered at the time of annual employee evaluations or when brought to the City Council by the City Administrator. An employee who desires to request a raise or merit increase at a time other than at the time of annual employee evaluation, may make the request in writing to the employee's supervisor and the City Administrator. The City Administrator, in consultation with the employee's supervisor, shall decide whether to bring a recommendation for a pay raise or merit increase to the City Council.

4.06 Promotions

When possible, job openings within the City are filled by promoting qualified employees. A promotion is based on several criteria which includes, but is not limited to, performance in the employee's current job, attitude, attendance, punctuality, experience and interest in the City and qualifications for the open position. Positions that become available will be posted on the City's municipal office Bulletin Board. An employee applicant will be considered in a fair and appropriate manner as would any applicant. After considering qualifications, experience, etc., an opening will be filled by the person best qualified for the position. All promotions are made without regard to race, color, religion, sex, age, national origin, disability, or marital status. No supervisor may alter the terms of employment from "at-will" to a contracted relationship due to a promotion of an employee to a different position.

SECTION 5: BENEFITS

5.01 Insurance

The City provides varying types of insurance coverage, which includes hospitalization, major medical, life, long-term disability, and dental for full-time, regular employees only. The types of insurance coverage, and the required employee participation, may vary from year to year. Upon employment, an application for coverage shall be completed on the employee and forwarded to the insurance company. The application must be submitted before coverage will become effective. If an employee is on unpaid leave for longer than thirty consecutive days, the absence may affect the employee's insurance coverage and may lose paid coverage by the City. If this occurs, the employee will be offered COBRA for the time of unpaid leave to the extent required by law.

5.02 Workers' Compensation

- (a) Workers' Compensation coverage is provided for all employees.
- (b) In the event of a job-related injury, a standard Workers' Compensation claim form must be completed and submitted to the City Administrator within forty-eight (48) hours of the accident causing the injury, or within forty-eight (48) hours from the time the employee is physically able to do so.

5.03 Leave

- (a) **Holidays:** Employees are generally not required to work on City holidays. The City may choose to observe the day preceding or following a holiday's official date. City holidays are as follows, but are subject to change:
 - New Year's Day
 - Martin Luther King's Birthday (third Monday in January)
 - Washington's Birthday (Presidents Day) (third Monday in February)
 - Memorial Day (last Monday in May)
 - Fourth of July
 - Labor Day (first Monday in September)

- Columbus Day (second Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

Full-time, exempt employees required by their supervisors to work on a holiday shall be given the same amount of substitute time off as is worked, up to 8 hours substitute time off with pay on another date. Full-time, nonexempt (hourly employees who are eligible for overtime) employees who are required to work on a holiday shall be given: (1) 8 hours of holiday pay; plus (2) straight time pay for the hours of work on the holiday. Regular, part-time employees are ~~not eligible~~ eligible for holiday pay on a pro-rated basis. An employee on unpaid leave on a designated holiday, or in a non-pay status on a scheduled workday immediately preceding or immediately following a designated holiday, shall not receive pay for the holiday. An employee on preapproved vacation leave on a designated holiday, or any type of paid leave, shall not have the holiday deducted from ~~his or her~~ the employee's leave time.

- (b) Religious Observance:** Employees desiring to observe religious holidays not coinciding with an officially designated City holiday may be given time off without pay, or may be authorized to use accrued vacation leave, a floating holiday, or compensatory time.
- (c) Vacation:** Upon hire, full-time, regular employees shall commence to accrue paid vacation as follows: 4 hours each month if employed less than 1 year; 7 hours per month if employed 1 to 4 years; and 10 hours per month if employed more than 4 years, but less than 10 years. A full-time regular employee who has been employed more than 10 years shall receive 14 hours per month of vacation leave. Each regular employee will be eligible to use accrued vacation hours after successfully completing a 90-day introductory period.

Vacation leave shall accrue on a prorated basis each year of employment. All requests for vacation leave are subject to the City's staffing needs and must be approved in advance by the City Administrator. Vacation leave may not be taken in less than hourly increments. On January 1st of each year accrued vacation time will be reviewed for each employee and any accrued vacation hours over 120 hours shall expire. Accrued vacation leave that has not expired will be paid out when an employee leaves service with the city up to 112 hours.

- (d) Sick Leave:** Full-time, regular employees shall commence to accrue paid sick leave at the rate of 4 hours per month upon full-time employment with the city. ~~After successfully completing the 90-day introductory period,~~ Sick leave may be taken as accrued when an employee is ill, to attend doctor/dentist appointments, or to care for a member of the employee's household ~~a ill friend or relative~~. Employees unable to work because of unexpected illnesses shall notify their immediate supervisor as soon as reasonably possible. The City may require a physician's verifying statement for any illness that exceeds 3 working days within a two week pay period, or in the event of

excessive absences or absences of extraordinary duration. Sick leave may be carried over to subsequent fiscal years. Accrued sick leave will not be paid out when an employee leaves service with the city. Any employee who exhausts sick leave due to illness may substitute vacation leave or other appropriate paid leave during the time of the illness.

- (e) **Injury Leave:** An employee injured on-the-job shall receive benefits as provided in the City's Workers' Compensation coverage. Nothing herein shall prevent an employee from using accumulated sick leave, vacation leave, or compensatory time off during an absence due to injury. An employee shall immediately report any injury incurred in the line of duty, however minor, to a supervisor, and take such first aid treatment as may be necessary. In the event of a job-related injury, a standard Workers' Compensation claim form must be completed and submitted to the City Administrator within forty-eight (48) hours of the accident causing the injury, or within forty-eight (48) hours from the time the employee is physically able to do so.
- (f) **Compensatory Time:** Salaried, exempt employees will receive compensatory time with pay at a rate of one hour comp time for every hour worked over 40 in a standard seven-day work period (1:1). Compensatory time may be carried over to subsequent fiscal years. Compensatory Time of more than shall not exceed 100 hours may not be carried over to the next fiscal year. in a single fiscal year. The City may either: (1) recommend time off for the employee to use Compensatory Time off; or (2) shall exchange pay for Compensatory Time, at the City Council's ~~Administrator's sole discretion~~ for payouts of 80 hours or less where the hours cannot be carried over and the employee does not take the hours as paid time off. For payouts of over 80 hours, the issue may only be approved by City Council. ~~Compensatory time may be carried over to subsequent fiscal years.~~ This section does not apply to compensatory time off earned in lieu of overtime for nonexempt employees.
- (g) **Civic Leave:** After successfully completing the 90-day introductory period, full-time, exempt and non-exempt, regular employees shall commence to accrue 8 hours of paid leave each fiscal year toward satisfying civic activities, such as voting and to report to calls for jury service. Employees granted civic leave for jury service shall retain all juror fees. Employees excused or released from jury service during working hours shall report to their work stations, unless otherwise instructed. Civic leave may not be carried over to subsequent fiscal years.
- ~~(h) Bereavement Leave:~~ Bereavement leave shall be available to any full-time or part-time regular employee whose 90-day introductory period has been completed. Bereavement leave shall not exceed three consecutive work days, and shall be pro-rated for part-time regular employees. Bereavement leave is available upon the death of an immediate family member, a member of the employee's household, or an immediate family member of a member of the employee's household. Immediate family member includes children, spouse or partner, parent, grandparent, grandchild, or sibling, whether related by blood, marriage, or other relationship. A member of the employee's household includes any individual who resides with the employee. ~~After successfully completing the 90-day introductory period, full-time, regular employees shall~~

~~commence to accrue 8 hours each fiscal year for attending funeral services or memorials. Bereavement leave may not be carried over to subsequent fiscal years.~~

(h)

(i) Family & Medical Leave: Benefits under the Family & Medical Leave Act will not accrue to any city employee until required by law (when the city reaches 50 employees or the change in the law occurs). When the City has fifty (50) or more employees or otherwise becomes subject to the FMLA, each full-time, regular employee shall be entitled to leave in accordance with the federal Family & Medical Leave Act (FMLA), if applicable. It is the City's policy that any accrued vacation leave, sick leave, and compensatory time shall be applied toward FMLA leave and run concurrently with FMLA leave until exhausted prior to commencing any unpaid portion of the requested FMLA leave.

(j) Pregnancy & Parental Leave: An employee shall be entitled to non-compensated parental leave of up to twelve weeks of leave. The twelve weeks of leave shall be inclusive of any paid leave that is taken for the parental leave. Each pregnant employee shall be treated the same as other similarly situated employee regarding requests for sick leave and for accommodations related to performing the essential functions of the job. At least 10 working days advance written notice of cessation of work shall be required, except in emergencies or in response to doctor's orders. Pregnant employees and employees with illnesses or disabilities arising from pregnancy or maternity shall be entitled to benefits on the same basis as employees with other types of illnesses or disabilities. Available vacation, sick leave or disability benefits may be used for the time during which the employee is medically unable to work. The employee will be entitled to resume work following the end of her pregnancy when she is able to perform her job duties and has obtained a physician's release to return to duty.

(k) Military Leave:

(1) The City complies with the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA), as amended. USERRA is a federal statute that protects employees who engage in military duty in the uniformed services. The exception to the "at-will" doctrine contained in USERRA applies only to this section of the Personnel Manual regarding military leave.

(2) Military leave shall be approved leave for regular, full-time employees of the City who are members of the state military forces or members of the reserve components of the Armed Forces of the United States.

(3) The paid military leave period is measured as the fiscal year October 1 through September 30.

(4) Employees may elect to continue medical benefit coverage under COBRA for the duration of the military leave unless covered under the provisions of FMLA.

- (5) All requests for leave should be accompanied by a copy of the order, directive, notice, or other documents requiring absence from scheduled work. Military Leave (short term)
- (6) An employee who is a member of the state military forces or a reserve component of the armed forces will be granted up to fifteen days of paid leave per fiscal year for days on which the employee is engaged in authorized training or duty ordered or authorized by the Texas military pursuant to Chapter 437 of the Government Code:
- (a) All requests for leave must be accompanied by a copy of the order, directive, notice, or other document requiring absence from scheduled work.
 - (b) Leave pay will not be granted for hours before or after the regularly scheduled working hours or for overtime hours scheduled.
 - (c) No employee using Chapter 437 military leave will be discriminated against for use of this leave or lose any work benefit while using this leave.
- (l) Administrative Leave:** In circumstances not falling within other provisions of these policies, the City Administrator or Mayor may authorize an employee to take leave *without pay* under such terms and conditions as may be mutually agreeable. The City Administrator or Mayor may authorize an employee to take up to eighty (80) hours of leave with pay within a twelve-month period when it is in the best interest of the City and staff. Any request for administrative leave exceeding eighty (80) hours within a twelve-month period must be approved by the City Council.
- (m) Unauthorized Absence:** Employees who are absent from work without having provided notice, obtained a supervisor's approval, provided a legitimate excuse, or who fail to return from scheduled time off without notice, may be deemed to have abandoned their position. Abandonment of an employment position may lead to disciplinary action or the determination that the employee has resigned.
- (n) Donation of Paid Time Off:** One or more employee may donate accrued paid time off, including sick leave, vacation leave, or compensatory time off hours to another employee if: (1) the receiving employee has exhausted all paid time off or will exhaust the paid time off during the expected leave time; (2) the receiving employee is requesting leave for a reason listed above where the employee would normally have paid time off but has exhausted the employee's paid leave; and (3) the supervisor of the receiving employee and the city administrator gives their approval. A receiving employee may not: (1) use donated time off for vacation leave; or (2) use donated time off for more than twelve (12) weeks in one twelve (12) month period.
- (o) Partial Day Absences:**
- (1) Partial Day Absences of less than ~~one day~~eight hours where an exempt employee, as defined in Section 2.02 of this Manual, is unavailable for work shall:
 - (a) be charged to accumulated time off such as vacation, compensatory time off, sick leave, or other paid leave as appropriate; or
 - (b) be taken as leave without pay if all paid leave is exhausted.

(2) An exempt employee requesting an absence of less than ~~one day~~ eight hours due to unavailability, and who has exhausted all paid leave, shall request approval of unpaid leave from the City Council pursuant to Section 5.03(1) pursuant to this Manual or request Donation of Paid Leave under certain circumstances as defined in Section 5.03(n).

(3) Partial Day Absence leave is not required where the exempt employee is able to reach 40 or more hours in a 7 day work period and where such daily work periods are approved by the City Administrator.

5.04 Retirement

The City participates in the Texas Municipal Retirement System (TMRS), through which retirement benefits are provided to each permanent employee who averages 1000 hours per year or more. ~~full time, exempt and non-exempt, regular employees.~~

5.05 Training

The following educational opportunities are available, at the discretion of the Mayor and/or City Council, and subject to budget appropriations:

- (a) **Events:** Employees are encouraged to attend professional conferences, seminars and workshops reasonably related to municipal activities.
- (b) **Memberships:** The City may fund employee membership in professional development organizations. Membership activities must be related to the employee's position with the City. All memberships funded by the City must be approved by the ~~Mayor and~~ City Administrator.
- (c) **Tuition Reimbursement:** The City may reimburse employees for the cost of tuition for the employee's continuing education. The degree program must be related to the employee's position with the City, and approved by the Mayor and City Administrator in advance. To be eligible for reimbursement, the program must be for: (1) certifications or licenses that are directly-related to the employee's core job ties; or (2) course credit at a college or university accredited by the Texas Higher Education Coordinating Board. To be eligible for reimbursement, the employee must have received a grade of "B" or higher for that semester (or "pass" if the course is only offered "pass/fail"). The Mayor or City Administrator may approve up to three thousand dollars (\$3,000) of tuition reimbursement per calendar year. Requests above three thousand dollars (\$3,000) per year require approval by City Council. While receiving tuition reimbursement, the employee shall not be eligible for cost of living or merit raises. An employee may be eligible for a salary increase if the employee receives new job duties or a new job title while receiving tuition reimbursement. No minimum amount of tuition reimbursement is mandated or required by this policy but is solely at the discretion of the Mayor, City Administrator, and City Council. The approved written reimbursement agreement shall be attached to this Manual as Attachment "A".
- (d) **Travel Reimbursement:** Employees may submit reasonable travel expenses related to educational events, professional conferences, seminars, classes, and workshops that are reasonably related to municipal activities in writing to the City Administrator.

These expenses may be reimbursed by the City on a case by case basis and travel reimbursement may be given for events whether or not the tuition, seminar, or conference fee is paid for by the City or the Employee.

- (e) **Employee Reimbursement for Training or Tuition Costs:** Each employee who receives training or accepts tuition for continuing education that costs more than \$100 for one class, event, or related travel expenses for such training or schooling shall sign a written reimbursement agreement that states that they will reimburse the City for the costs related to the training or schooling if the employee separates from the City within two years of the date of the training if a single day, or the last day of the training if a multi-day event, or from the last day of classes for classes reimbursed by the City.

5.06 UNIFORM POLICY

- (a) The City purchases uniform shirts, pants, shoes, and other clothing for certain employees of the City. The purchase of uniforms, amount and type, are set by the budget each year based on each department's budget. When an employee receives a uniform item from the City, the employee is responsible for keeping the item in good repair. If an employee purchases clothing, and the City pays for the logo, the employee may keep the clothing upon separation from employment.
- (b) All uniforms bearing a city logo and purchased by the City are considered City property and must be relinquished to the supervisor upon the end of the employee's employment with the city. If items are not returned, the City may pursue reimbursement for the amount spent in the past fiscal year on that employee.
- (c) Supervisors are expected to exercise reasonable diligence and to make a good faith effort to ensure the return of city-purchased uniforms upon termination of an employee. This includes keeping accurate records of what uniforms the City has purchased and who is in possession of each item. Such record shall be made available to the City Administrator.
- (d) No identifiable part of the uniform shall be worn while off duty and not involved in an activity directly related to one's employment and assignments with the City. The uniform may be worn while commuting to and from the workplace. It is a violation of this policy to wear the uniform while in private employ elsewhere, or when self-employed doing outside employment.

SECTION 6: WORKPLACE CONDUCT

6.01 Standard Work Period

The 7-day work period begins each Monday at 12:01 a.m. and ends each following Sunday at 12:00 a.m.

6.02 Business Hours

Normal business hours are 8:00 am to 5:00 pm.

6.03 Place of Business

The normal place of business for City employees is the City Hall, except that, employees of the Dripping Springs Ranch Park normal place of business is the Ranch Park. Other work locations may be designated by the Mayor or City Administrator, at their discretion.

6.04 Telecommuting

Employees may be allowed to occasionally work from remote locations, with the prior consent of the Mayor or City Administrator. The City Administrator may also designate certain employees for regular telecommuting schedules. A telecommuting schedule is not guaranteed for any employee and may be modified, restricted, or removed at any time by the City Administrator or Mayor.

6.05 Accidents & Safety

All accidents and incidents shall be promptly reported to the City Administrator and, when appropriate, investigated, reviewed, and analyzed to identify contributing factors and causes to prevent recurrence. The City may provide written policy guidance on safety measures for specific positions and/or equipment.

6.06 Professional Appearance

All employees are required to wear appropriate attire while at on-duty and/or at City Hall, Dripping Springs Ranch Park Event Center, the Wastewater Treatment Plant, and at other city parks and facilities. Department heads may require that certain staff wear City of Dripping Springs clothing or other specialized apparel. If this is required, the City will provide access to such clothing. Please see the Uniform Policy for additional information. Employees are also required to engage in routine grooming and hygiene practices that are conducive to the workplace. Hair, jewelry and wardrobe choices must be appropriate for the employee's interactions with members of the public and suitable to satisfy the City's legitimate job safety concerns.

6.07 Privacy

Employees shall have no reasonable expectation of privacy in their workspaces or on their computers. All City computers, offices, lockers, cabinets, vehicles and furnishings are subject to use and search by other City officials and employees.

6.08 Smoking

All City buildings and facilities are non-smoking areas.

6.09 Drug/Alcohol-Free Workplace

(a) No employee may consume, or be under the influence of, alcohol or illegal drugs while at City facilities or on duty, unless at an event at a City facility while off duty. Exceptions include medication prescribed by a licensed physician when used as prescribed.

(b) No employee may manufacture, distribute, dispense, possess, sell, purchase, or use a controlled substance on City property or while on duty.

- (c) All City buildings and facilities are to remain drug and alcohol free except where a rental of a city facility or park is entered into and adequate insurance is provided. The Mayor and/or City Council may allow certain exceptions for alcohol served at specified official social functions.
- (d) Post-accident testing may be conducted following any accident in which violations of safety procedures occur, resulting in either property damage or personal injury caused by an employee. Post-accident testing may be conducted following any accident involving personal injury and the operation of a City vehicle or heavy machinery if evidence exists that the employee caused the accident. Individuals to be tested in a post-accident situation shall include any individual directly involved in an accident whose order, action, or failure to act is determined to be, or cannot be ruled out as, a causative factor in the events leading to or causing such accident.

6.10 Violence & Weapons

- (a) The City is committed to maintaining a workplace free from threats and acts of intimidation and violence. All reported incidents will be investigated.
- (b) Any act of intimidation, threat of violence, or act of violence committed against any person on City property is prohibited. “Intimidation” includes any physical or verbal act toward another person, the result of which is that the person reasonably fears for his/her safety or the safety of others. A “threat of violence” is a physical or verbal act which threatens bodily harm to another person or damage to the property of another. An “act of violence” is any physical act, whether or not it causes actual bodily harm to another person or damage to the property of another.
- (c) No person shall possess or have control of any firearm, deadly weapon, or prohibited knife while in City Hall or in a City vehicle, except as required in the lawful course of business or as authorized by law enforcement. Except that, an employee may keep a firearm locked in ~~his or her~~ the employee’s vehicle in the parking areas of the city.
- (d) Any City employee who is the subject of, or a witness to, a suspected violation of this standard should report the violation to a supervisor or person in authority who is not involved in the conduct. Any supervisor or person in authority who receives a report of a suspected violation of this standard shall document the incident and notify an appropriate City official. Any emergency, perceived emergency, or suspected criminal conduct shall be immediately reported to law enforcement. Sexual violence is also criminal conduct and shall be immediately reported.
- (e) Any City employee found to be in violation of this standard may be subject to criminal prosecution as well as discipline up to and including dismissal.

6.11 Supplemental Employment

No full-time, regular employee may engage in outside employment without the consent of the Mayor or City Administrator if the outside employment is for or directly related to: (a) the City; (b) a vendor of the City’s; (c) a person or entity with an application pending with the City. No equipment or supplies belonging to the City may be used by employees for

supplemental employment. An employee shall not engage in outside employment, including self-employment, where such activity would constitute a conflict of interest or adversely affect the employee's performance in City service. If an employee's outside employment begins to interfere with the effective performance of assigned City duties, the employee shall be required to terminate the outside employment or to resign from City service.

6.12 Political Activity

- (a) When on duty or in City uniform, an employee of the City may not engage in any political activity relating to a campaign for any elective public office. No employee of the City shall, while on duty or in uniform, make, solicit, or receive any contribution to the campaign funds of any party, interest group or candidate for use in any City election. No employee shall participate in any political activity or campaign for, or with respect to, any candidate in a City Election, including on social media. No city employee will be disciplined for running for city or other office but may be forced to resign if elected, pursuant to state office holding laws.
- (b) When not on duty and not in a uniform of the City, an employee may engage in political activity respect to governments and entities other than the City. An employee may not use the fact of their City employment to solicit campaign contributions for a candidate.
- (c) An employee who is considering becoming a candidate for mayor or city council is hereby informed that election to such office would constitute a resignation from the City service on the day the individual, if elected, takes the oath of office. An employee is encouraged to advise the Mayor in writing prior to announcing candidacy for election or appointment to any public office.

6.13 Telephone Usage

City telephones are primarily for use in conducting City business. Personal calls shall be limited so as not to interfere with City business.

6.14 Media Relations

All media inquiries shall be directed to the Communications Director who will coordinate responses. The officially-designated spokespersons for the City are the Mayor, City Administrator, Deputy City Administrator, Communications Director, and City Attorney. Other city officials or employees may be authorized or designated to communicate with the media on the City's behalf by the Mayor, City Council or City Administrator.

6.15 Privacy

Employees do not have a reasonable expectation of privacy in storage devices provided by the City or located on City property, including but not limited to offices, desks, tool boxes, vehicles, and closets.

6.16 Performance Evaluation

The work performance of each permanent employee shall be evaluated annually. Evaluations for employees on probation shall be conducted upon completion of the probationary period. Additional evaluations may be conducted if warranted, as determined by the City Administrator. Evaluations shall be recorded in writing on forms approved by

the City Administrator. A copy of such evaluation shall be provided to the employee to whom they relate, and a duplicate copy shall be placed in the employee's permanent personnel file.

6.17 Supervisors

Each employee's direct supervisor shall be set by the ordinances, job descriptions, and contracts adopted by the city council. The city council is the final hiring and firing authority for the city, but supervisory duties may be delegated to the mayor, the city administrator, and department heads as the city council deems appropriate.

6.18 Ethical Considerations

As a City employee, you owe a responsibility to the people of Dripping Springs in the performance of your official duties. You should act fairly and honestly and should avoid conflicts of interest and creating even the appearance of impropriety.

A City employee should not:

- (a) divulge confidential City information to unauthorized persons;
- (b) accept or solicit any gift, favor, or service that might reasonably tend to influence the officer or employee in the discharge of official duties or that the officer or employee knows or should know is being offered with the intent to influence the officer's or employee's official conduct;
- (c) accept other employment or engage in a business or professional activity that the officer or employee might reasonably expect would require or induce the officer or employee to disclose confidential information acquired by reason of the official position;
- (d) accept other employment or compensation that could reasonably be expected to impair the officer's or employee's independence of judgment in the performance of the officer's or employee's official duties;
- (e) make personal investments that could reasonably be expected to create a substantial conflict between the officer's or employee's private interest and the public interest; or
- (f) intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised the officer's or employee's official powers or performed the officer's or employee's official duties in favor of another.

Violation of these ethical guidelines is grounds for disciplinary action, up to and including termination.

6.19 Nursing Mother Breaks

- (a) The City of Dripping Springs supports the practice of expressing breast milk by employees;
- (b) The City shall make reasonable accommodations for the needs of employees who express breast milk including:

- (1) providing a reasonable amount of break time for an employee to express breast milk each time the employee has the need to express the milk;
- (2) providing a place, other than a bathroom, that is shielded from view and free from intrusion where the employee can express breast milk;

(c) The City will not discipline or discriminate against an employee because the employee has used her right to express breast milk under this policy.

(d) Any employee wishing to use this break time and area needs to inform the City as soon as possible so the City may make adequate reasonable accommodations.

6.20 Key Control Policy

Each employee employed shall be given access through a key system subject to a Key Control Policy adopted by the City and enforced by the City Administrator. Each employee who is given a key shall be required to sign a Key Control Policy and: 1) shall not give or loan the key to others; 2) shall not make any attempts to copy, alter, duplicate, or reproduce the key; 3) shall use the key for authorized purposes only; 4) shall safeguard and store the key securely; 5) shall immediately report any lost or stolen keys; and 6) shall produce or surrender the key upon official request. If a key is lost, stolen, or not surrendered when officially requested, a charge that reflects the cost of changing any and all locks and keys affected may be assessed. Misuse of City Equipment including City keys may result in discipline up to and including discharge pursuant to Section 12.02 of this Personnel Manual. Additional requirements related to Key Control may be approved and enforced by the City Administrator or Mayor. The Key Control Policy shall be attached to this Manual as Attachment "B".

6.21 CITY HALL AND FACILITY CLOSURE POLICY

- A. The City Administrator shall determine when City Hall or other City facility is closed due to inclement weather, natural disaster, or other health or safety threat pursuant to city policy. The decision will be based on consultation with the Mayor, the Emergency Management Coordinator, and Hays County.
- B. The City Administrator shall determine which Parks are closed due to inclement weather, natural disaster, or other health and safety threat. The decision will be based on consultation with the Parks and Community Services Director, Dripping Springs Ranch Park Event Center Manager, the Mayor, the Emergency Management Coordinator, and Hays County.
- C. Unless you are personally notified by your supervisor, or their designee, that you are to work remotely or that you are not to report to your designated work site, an employee is expected to report to work. Each Department Head will determine whether employees in each Department shall be required to report to work. Any Employee who is not released from work by their supervisor or designee, shall report to work. Those who are released from work are required to work remotely if feasible. The City Administrator or Supervisor may assign specific duties that may be performed from home. Any hours worked during a closure shall be treated as regular hours worked. Any Employee who is released from work during their normal work schedule may be eligible for paid leave under the Administrative Leave Policy. Administrative paid

leave given during a full or partial city closure will solely be used to make up any time an Employee could not work due to the city closure. (For example, if an Employee is released from work for an eight-hour day, but works four hours at home, that Employee shall be paid for a regular eight hour day, four hours actually work and four hours administrative paid time off if approved).

- D. In the event inclement weather, natural disaster, or other health or safety threat makes travel to work from home unsafe or impossible for an Employee, absence from work will be considered an excused absence if the Employee provides the required notification to the Employee's Supervisor or Department Head. Work from home will be considered hours worked and shall not be deducted from paid time off. The Employee may apply for administrative leave, with or without pay, or may use vacation time or compensatory time off if Employee has accrued compensatory time off.

SECTION 7. ~~COMPUTER~~ TECHNOLOGY USE POLICY

7.01 No Right to Use City Computers or Phones.

Use of City computers to access the internet or electronic mail (i.e., "email") is a privilege not a right. The City provides computers and internet / email access for the express purpose of conducting City business and performing municipal tasks.

7.02 Primary Purpose.

City computers and phones, including city-issued mobile phones and radios, are to be used primarily for conducting City business. City ~~technology~~ computers ~~are is~~ not intended to be used for conducting Personal business. Incidental and infrequent personal use of City ~~technology~~ computers and City internet / email access is allowable provided that it does not hinder or interfere with conducting City business. Limited personal use of City internet or personal email accounts is best conducted while on break.

7.03 No Privacy Expectation.

City officers and employees have no reasonable expectation of privacy on City computers, phones, radios, internet, or email. The City has the right to view and inspect all City computers, phones, and radios including information accessed, downloaded, viewed, sent or received over the internet or by email. Much of the information generated by or stored on City ~~computer~~ technology or obtained through City internet or email access is public information that is required to be catalogued under the Texas Records Retention Act, and subject to mandatory disclosure under the Texas Public Information Act, or other law. Use of City computers, phones, radios, and internet or email accounts constitutes consent by the City officer or employee for City inspection of those computers and internet or email accounts, and data -transmitted thereon.

7.04 City Email Accounts.

All City employees are required to use their City-issued email accounts to conduct City business. Employees are prohibited from using their personal email accounts to conduct

City business. When corresponding about City business via email, all City personnel must include the City's standardized email stationary and signature within the emailed message. If an employee receives a city email at a private email address, the employee should immediately forward the email to ~~his or her~~ the employee's city email address for storage.

7.05 Prohibitions.

No officer or employee may:

- (a) download any software or program onto City computers or phones without the express written authorization of the City Administrator, city IT Coordinator or the City's Information-Technology consultant.
- (b) use City computers, phones, radios, ~~or~~ City-funded internet / email accounts, or any other communication device on which City business occurs or is funded by the City:
 - (1) in a manner that neglects the officer or employee's assigned duties or interferes in City operations.
 - (2) to participate in on-line chat rooms, unless those chat rooms are sponsored by legitimate professional organizations relevant to municipal government, and such participation is approved in advance by the Mayor or City Administrator.
 - (3) to invite an employee on a date or make sexual propositions of employees.
 - (4) to harass or otherwise interfere with a City employee. This prohibition includes but is not limited to harassment stemming from an employee's race, ethnicity, color, gender, age, or marital status.
 - (5) to send or distribute off-color jokes, articles or stories that are lewd and a reasonable person would find them to be offensive.
 - (6) to send or distribute worms, malware, or viruses.
 - (7) to send threatening messages to any other person or institution.
 - (8) use City computers or City-funded internet / email accounts to view, download, or distribute pornographic material, including obscene images or text.
 - (9) to disclose, release or otherwise transmit confidential or privileged information belonging to the City without the express permission of the Mayor or City Administrator.
 - (10) to store personal information (i.e., that information not directly related to City business). Officers and employees shall regularly remove any personal data (i.e., that which is not prepared for or by the City for conducting City business) from City computers and internet / email accounts.
 - (11) to delete or remove programs installed by the City or delete data prepared by or for the City that is related to City business.
 - (12) to operate a private business, do work for another employer, or conduct political campaigns. This prohibition does not apply to the preparation and generation of election notices and related documents required by law.
 - (13) to violate another person's privacy, perform an illicit act, or commit a crime.

7.06 Duty to Report.

Officers and employees shall report Violations of this Policy to the Mayor or City Administrator. Officers and employees who have received a worm, ~~or virus,~~ or phishing or social engineering email or text must immediately notify the City Administrator, city

IT Coordinator, or the City's Information Technology Consultant. The City Administrator may suspend or revoke an employee's internet or email access privilege for violation of this Policy. Violation of this Policy is basis for disciplinary action, up to and including termination. The unauthorized disclosure of confidential or privileged information belonging to the City is basis for disciplinary action, up to and including termination, and may be punishable as a criminal misdemeanor.

SECTION 8. SOCIAL MEDIA POLICY

8.01 Introduction.

Given the multitude of concerns (legal, political, and ethical) raised by social networking (Facebook, Instagram, Snapchat, LinkedIn, Twitter, etc.) this Social Media Policy ("Policy") establishes prudent and acceptable practices regarding City of Dripping Springs officials and employees (personnel) use of the internet.

8.02 Purpose.

The City has a legitimate government interest in effective, efficient, and consistent communications with the public. The City also strives to have a productive workplace. While the City encourages its personnel to enjoy and make good use of their off-duty time, certain activities on the part of its personnel may become a problem if such activities could:

- (a) impair the work of any City official or employee; create a harassing, demeaning, or hostile work environment; or
- (b) disrupt the smooth and orderly flow of work; or harm the goodwill and reputation of the City among its citizens or in the community.

For these reasons, the City reminds its personnel that the following guidelines apply in their use of social media, while both on and off duty.

8.03 Disclaimer.

- (a) Under this Policy, the City disavows, and is not responsible for any sites, posts, opinions, or content not coordinated through and approved by the City Administrator or Communications Director.
- (b) If City personnel posts data purporting to be on behalf of the City while using a social media site without the prior approval of the City Administrator, the City is not responsible for said posted content, such content is not to be construed as reflecting the views or opinions of the Mayor, City Council or City Staff, and the City is not responsible for archiving such content in accordance with the records retention schedule, or providing copies in accordance with the Texas Public Information Act (PIA) and may be grounds for disciplinary action.
- (c) The absence of explicit reference herein to a particular site does not limit the extent of the application of this Policy. If any City personnel is uncertain, he/she must consult their supervisor before proceeding.

8.04 General Guidelines

- (a) While on duty, the use of City equipment or internet service by personnel must be limited to work-related tasks. Social media activities shall never interfere with work commitments.
- (b) It shall be a Policy violation for any City personnel to post online content as a representative of the City, or on the City's behalf without the City Administrator's or Communications Director's prior approval.
- (c) All City personnel posting City-related issues online, but not as an approved representative of the City or on the City's behalf, shall explicitly clarify they are speaking for themselves and not on behalf of the City by displaying the following disclaimer: "This is my own opinion and not necessarily the opinion or position held by the City or City Council."

8.05 Guidelines for Official City Sites

- (a) All City-sanctioned social media sites shall be maintained by the Communications Director, City Administrator, or the Administrator's designee. Any content to be posted on City-sanctioned social media sites must meet the approval of the Communications Director or the City Administrator before it is posted.
- (b) All personnel that engage in social media activities and/or visit any City-sanctioned social media site on the City's behalf shall adhere to applicable federal, state and local laws, regulations and policies, including the Texas Public Information Act and the records retention schedule. All content must be managed, stored, and retrieved to comply with these laws.
- (c) Any personnel that posts online content as a representative of the City, or on the City's behalf shall clearly state within said post that said content is subject to all applicable records retention and public disclosure laws. All City-sanctioned social media sites shall clearly indicate that any articles and any other content posted or submitted for posting are subject to records retention and public disclosure.
- (d) Any content posted as representative of the City, or content posted to a City-sanctioned social media site containing any of the following is prohibited:
 - (1) Comments not topically related to the particular site or blog article being commented upon;
 - (2) Profane language or content;
 - (3) Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability;
 - (4) Sexual content or links to sexual content;
 - (5) Conduct or encouragement of illegal activity;
 - (6) Information that may tend to compromise the safety or security of the public or public systems;
 - (7) Content that violates a legal ownership interest of any other party;
 - (8) Information that is incorrect or misleading;

- (9) Information that is in conflict with an approved City policy, ordinance, directive, or plan; and/or
- (10) anything else that creates a disruption in the workplace.
- (e) Content submitted for posting on a City-sanctioned social media site that is deemed unsuitable for posting by the Communications Director or the City Administrator because it violates criteria in the preceding item (Item 4, immediately above) of this Policy, shall be retained pursuant to the records retention schedule along with a description of the reason the specific content is deemed unsuitable for posting.
- (f) Any hyperlinks posted on a City-sanctioned social media site shall be accompanied by the following disclaimer: “The City guarantees neither the authenticity, accuracy, appropriateness nor security of the link, website, or content linked thereto.”
- (g) Personnel found in violation of this Policy may be subject to disciplinary action, up to and including termination of employment.

SECTION 9: SURPLUS EQUIPMENT POLICY

9.01 Purpose

The purpose of this *Surplus Equipment Policy* is to establish procedures for managing and disposing of the City’s surplus property and equipment in a manner that is fiscally responsible. This policy applies to all City of Dripping Springs staff.

9.02 Definitions

Office Equipment: Not office supplies. Includes furniture, electrical appliances, wall hangings, and anything else valued over \$25.00 and/or listed in the City of Dripping Springs liability inventory.

IT Equipment: Machines used to acquire, store, analyze, or process data and information electronically, including for printing, transmitting, and receiving, or storing electronic information such as a computer, computer accessories, or copy machine.

Surplus Property: Equipment, furniture, scrap or salvaged material, or other tangible property that might still have some usefulness but is no longer needed or required by the City of Dripping Springs, regardless of its present condition or estimated value.

Office Supplies: Office tools such as staplers, writing utensils, scissors, and other tools used within the office with a replacement value of under \$25.00.

Salvage Property: Generally, refers to personal property that is damaged, used, or consumed so that it has no value for the purpose for which it was originally intended.

9.03 Procedure

Under this policy, City staff are responsible for:

- Coordinating the transfer of surplus equipment from the City;
- Ensuring that the appropriate paperwork or forms are completed prior to transfer;

- Providing temporary storage until sale or disposal of the surplus equipment or property;
- Maintaining a master list of all surplus equipment that is transferred or is awaiting transfer;
- Updating the master list of surplus equipment accordingly;
- Allocating the proceeds from the sale of surplus equipment properly and in accordance with Texas Local Government Code Chapter 51, if necessary.

Unauthorized removal, disposal, or expropriation of City equipment or surplus property is considered theft and constitutes a serious breach of City policy. Unauthorized disposition could subject individuals to disciplinary action, including, but not limited to dismissal, or criminal prosecution.

- (a) **Reporting Authority:** Parks employees shall report issues related to non-IT equipment to the Parks and Community Services Director.

All other employees shall report issues related to non-IT equipment to the Maintenance Director.

All employees shall report issues related to IT equipment to the IT Coordinator.

- (b) **Surplus Equipment:** The City Maintenance Director may declare equipment or property that is no longer useful for the City of Dripping Springs as surplus. Before declaring equipment or property as surplus, the Maintenance Director is encouraged to:

- (1) Trade in the property towards the purchase of new property;
- (2) Transfer the property within the City; or
- (3) Transfer the property to another City office.

The City Maintenance Director shall oversee any of the above transactions or other disposal of surplus equipment or property.

- (c) **Broken Equipment (Non-IT):** The City Parks and Community Services Director and the City Maintenance Director can determine the procedure for the disposition of broken equipment that can be repaired.

If broken equipment cannot be repaired, an employee shall inform their immediate supervisor. The Department Director will work with the City Parks and Community Services Director or the City Maintenance Director to dispose of that broken equipment or property with written approval by City Administrator. This does not govern the procedure for disposal or transfer of broken IT equipment or property.

- (d) **Unused Equipment (Non-IT):** An employee shall inform their immediate supervisor if there is unused equipment at their work station or site. The Department Director will work with the City Parks and Community Services Director and the City Maintenance Director to determine the procedure for the disposition of unused equipment or property with written approval of the City Administrator. Unused equipment is equipment that is no longer needed due to:

- Lack of continued need
- Lack of trade-in value
- Obsolescence
- Wear, damage, or deterioration
- Major repair is impractical
- Excessive cost of maintenance

(e) **Broken Equipment (IT):** The City IT Coordinator is in charge of processing, transferring, and disposing of broken IT equipment or property. In general, the length of time that an electronic or computing device should be a consideration when determining whether such a device should be deemed surplus, especially if IT equipment is broken, or breaks often. Used IT devices, even broken devices, can contain confidential data and licensed software that are at risk of unauthorized use. To promote the security of confidential information, the IT Coordinator is required to erase data stored on IT devices before their sale, disposal or relocation.

Many IT devices contain harmful heavy metals that are harmful to the environment when improperly disposed. If these devices are subject to disposal, they cannot be disposed of in landfills or other scrap metal recycling programs. Compliance with local or state recycling programs is requested.

Employees shall inform IT coordinator of broken equipment. If broken beyond repair, IT equipment cannot be repaired, an employee shall inform IT Coordinator. The IT Coordinator may dispose of that the broken equipment or property with written approval by City Administrator.

(f) **Unused Equipment (IT):** The City IT Coordinator is in charge of processing, transferring, and disposing of unused IT equipment or property. In general, the length of time that an electronic or computing device should be a consideration when determining whether such a device should be deemed surplus. If the equipment is unused and can be transferred or sold, then the City IT Coordinator should make that consideration when determining proper disposition procedures for that equipment or property.

Unused IT devices still contain harmful heavy metals that are harmful to the environment when improperly disposed. If these devices are subject to disposal, they cannot be disposed of in landfills or other scrap metal recycling programs. Compliance with local or state recycling programs is requested.

Employee shall inform the IT Coordinator if there is unused IT equipment at their work station or site. The IT Coordinator can determine the procedure for the disposition of unused equipment or property with written approval of the City Administrator. Unused equipment is equipment that is no longer needed due to:

- Lack of continued need
- Lack of trade-in value

- Obsolescence
- Wear, damage, or deterioration
- Repair is impractical
- Excessive cost of maintenance

(g) **Equipment for Sale:** The City Maintenance Director is in charge of selling any surplus equipment or property. Items may be transferred to other City departments, donated to non-profit organizations, or given away at no cost to avoid landfill disposal. Items will be sold at the discretion of the City Maintenance Director with approval from the City Administrator. The City Maintenance Director, with the prior approval of the City Administrator, may donate surplus equipment or property directly to a non-profit organization with proof of the 501(c)(3) status of recipient.

(h) **Office Supplies:** For office supplies, as defined above, that are broken, such as a stapler or scissors, an employee may dispose of such supply. After disposing of any such property, the employee should inform their immediate supervisor and the Department Director will inform the City Maintenance Director or City Parks and Community Services Director of the disposition.

For office supplies, as defined above, that are unused, such as a stapler or scissors, an employee shall inform their immediate supervisor. The Department Director will inform the City Maintenance Director or City Parks and Community Services Director so that such supply can be stored.

If there is a question of whether an item can be disposed of as an “office supply” or whether an object is “equipment”, the employee should contact the City Maintenance Director or City Parks and Community Services Director for verification and handle such property appropriately.

SECTION 10: TRAVEL AND REIMBURSEMENTS

10.01 Registration Fees

Fees charged for registration for conferences meetings, or seminars are allowed for prepayment or reimbursement. Invoices, registration forms, and supporting information providing documentation of fees or rates must be submitted with the request for payment.

10.02 Reimbursements

Reimbursement for education, training, conference, and other business related expenditures incurred by City employees and officials in the performance of their duties and responsibilities will comply with standard, uniform procedures. Reimbursements may be made for the following types of expenditures, upon submittal of an expense report along with the receipts:

(a) **Transportation:** Coach rate air fare, toll roads, out-of-pocket expenses incurred during use of a City vehicle, mileage at the current Internal Revenue Service established rate. Cost of any taxi fare incurred, plus gratuity. Cost associated with parking of personal or City vehicles resulting from travel or conduct of City business.

Each official and employee will use best efforts to use the most cost-efficient travel for each trip. Reimbursements will only be given for the actual cost of travel and will not be given for the use of reward travel or “miles”.

- (b) **Meals:** Cost of meal reimbursement will be based on actual charges and should be reasonable and prudent, not extravagant. The costs of meals will be reimbursed up to the state per diem rate for the location at which the meal is purchased pursuant to the rates established by the U.S. General Services Administration.
- (c) **Entertainment:** Employees are responsible for the costs of their own entertainment.
- (d) **Lodging:** Actual cost of room, plus appropriate taxes.
- (e) **Per Diem:** The City Administrator or Mayor may establish per diem for certain travel events.

10.03 Cash Advances

Employees shall submit receipts accounting for all cash advances made from petty cash.

SECTION 11: DISCRIMINATION

11.01 Equal Employment Opportunity

The City’s employment decisions are made without regard to race, color, religion, sex, age, national origin, handicap, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. Any employee discriminated against or harassed shall report such conduct to ~~his or her~~ the employee’s immediate supervisor or City Administrator; provided, however, if a City Administrator is the alleged source of a claim of discrimination or harassment, the aggrieved employee may address such claim directly to the Mayor, or if the Mayor is the alleged source of a claim, then the aggrieved employee may address such claim directly to any member of City Council.

11.02 General Prohibition

The City shall base all employment actions and decisions on a person’s qualifications, experience, performance, demeanor, and behavior. The City shall **not** discriminate against employees on the basis of race, ethnicity, gender, religion, or nation of origin.

11.03 Harassment

(a) Harassment Prohibited

It is City Policy that all employees should be able to enjoy a work environment free from all forms of unlawful discrimination, including sexual, racial, religious, or other

harassment. Accordingly, no employee shall engage in harassment of any employee, applicant, or any other individual.

(b) Harassment Defined

Harassment is behavior that is motivated in whole or in part by a person's protected class, that is not welcome, and is personally offensive, or that lowers morale and that, therefore, interferes with an employee's work effectiveness. It can include verbal abuse and gestures. Sexual harassment is behavior that is motivated in whole or in part by a person's gender that is not welcome, and is personally offensive, or that lowers morale and that, therefore, interferes with an employee's work effectiveness. Sexual harassment occurs in many forms, including but not limited to, unwelcome physical contact, verbal abuse, leering, gestures, electronic communication, and more subtle communication or advances and pressure inviting sexual activity involving the individual's protected class. Harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; or
- (3) such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment, whether or not it is directly linked to the granting or denial of an economic benefit.

~~Other types of harassment can include harassment based on other protected classes including religion, race, disability, age, and any other protected class. Harassment is behavior that is motivated in whole or in part by a person's protected class, that is not welcome, and is personally offensive, or that lowers morale and that, therefore, interferes with an employee's work effectiveness. It can include verbal abuse and gestures.~~

(c) Harassment is Punishable

Harassment is a form of misconduct that undermines the integrity of the employment relationship. No employee, either male or female, should be subjected to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical or verbal abuse related to a protected status. A finding that any employee has committed any such form of harassment will result in disciplinary action.

(d) Reporting Required

Any employee who believes that he or she has been subjected to any of the forms of harassment set forth above should report this harassment to: (1) the employee's supervisor; (2) the City Administrator; (3) the City Attorney; and/or (34) the Mayor. Complaints against the City Administrator should be reported to the Mayor, the City Attorney, or ~~members~~ a member of the City Council. Every supervisor or officer receiving a report of alleged harassment must notify the Mayor and all persons in the alleged offender's chain of command. Appropriate action must be promptly taken. The first action taken in such event shall include steps calculated to prevent reoccurrence

of any such alleged incidents, pending investigation and final resolution of the complaint. Each such report shall be investigated promptly and appropriate corrective action will be taken with the City Administrator's concurrence unless the allegation involves the City Administrator, in which case the appropriate corrective action will be taken by the Mayor.

(e) Investigation Without Retaliation

All good faith complaints of harassment will be promptly investigated, ensuring confidentiality to the maximum possible extent. Disciplinary action shall be taken against any employee in violation of this policy. Such disciplinary action will be determined by the nature of the wrongful act and may result in immediate dismissal of the offending employee. No employee of the City shall be retaliated against for filing a complaint of harassment in good faith or for participating and cooperating in the good faith reporting or investigation of such a claim. However, the City recognizes that false accusations of harassment can have serious effects on innocent men and women, their reputation, and their families. False accusations of sexual harassment will result in severe disciplinary action.

(f) Training Required

It will be the responsibility of the City Administrator to inform all employees of the policy concerning non-discrimination, equal employment opportunities, and harassment, as well as the gravity of such behavior and the procedure to be employed in the event an allegation develops.

11.04 Disabilities

The City shall evaluate all job applicants and employees based on ability to perform the essential functions of the position with or without reasonable accommodation. The City shall comply with the federal Americans with Disabilities Act (ADA).

11.05 Religious Affiliation

The City shall not evaluate or take employment action on job applicants or employees based on the applicant or employee's religious practices or membership. It is imperative, however, that employees not allow their religious activities to interfere with the performance of work-related duties or the completion of assignments. Being a government institution, the City does not allow employees to proselytize.

11.06 Immigration Law Compliance

- (a) Federal law requires that the City ensure all employees are authorized for employment in the United States. Therefore, only individuals lawfully authorized for employment in the United States will be employed.
- (b) In connection with federal law, the City must collect certain information and review certain documentation concerning the employment authorization of individuals hired. This information and documentation will be used only for compliance with the Immigration Reform and Control Act, as amended, and not for any unlawful purpose. If an employee's employment authorization changes or terminates after the start date of employment, the employee will be responsible for informing the City Administrator or a Human Resources representative immediately.

SECTION 12: DISCIPLINARY MEASURES

12.01 Progressive Discipline

To the extent practicable, the City prefers to pursue a course of progressive discipline, which may include the following options (in no particular order): verbal counseling, training, verbal reprimands, written reprimands, suspension with pay, suspension without pay, demotion, reduction in pay, and discharge.

12.02 Discretionary Discipline

Whether to take disciplinary action rests with the discretion of the City Administrator, Mayor, and City Council, who shall not be bound by the terms or procedures of this Manual (which is solely a guide).

12.03 Grievance Procedure

- (a) Employees or recently separated former employees dissatisfied with any employment issue, such as a possible job discrimination matter, health and safety issues, drug-related issues, or a disciplinary matter, may pursue a grievance.
- (b) Employees or recently separated former employees may submit a written grievance regarding any employment issue to the Mayor within five (5) calendar days of the latest occurrence. A written grievance involving the Mayor may be submitted to the City Secretary within five (5) days of the latest occurrence. The notice must specify what action was taken by the City or what action has been observed, and how the action is either unwarranted or inappropriate.
- (c) The City will investigate when necessary, allow the initiator of the grievance a reasonable opportunity to bring forth evidence and witnesses to support the initiator's case, and allow the initiator to question and fully refute any charges brought against the employee or recently separated former employee.

12.04 Personnel Files

Employees may request access to their personnel files via the City ~~Secretary~~ Administrator. In general, for individuals other than the employee, an employee's personnel file should be accessed only by those who have a job-related need to know or if a law requires the release.

SECTION 13: SEPARATIONS

13.01 Non-Disciplinary Separations

- (a) **Layoffs:** The City retains the ability to restructure all employment positions and perform any necessary Reductions in Force (RIFs).
- (b) **Resignation:** Employees may resign at any time. To remain in good standing, employees are encouraged to provide 2 weeks' notice of any intent to voluntarily leave employment.

- (c) **Retirement:** Any retirement intentions must be in conformance with the City's retirement plan.
- (d) **Incapacity:** An employee may be separated if such employee is unable to perform the functions of ~~his/her~~ the employee's position, as expressly provided in the job description for such position, with or without reasonable accommodation. A finding that an employee is Unfit for Duty shall be made only through individual medical determination by a competent medical authority as prescribed by the City Administrator and Mayor. The City Administrator may require that a current employee undergo a Fit for Duty evaluation, at the City's expense, to determine if such employee is able to satisfactorily perform the essential functions of the employee's current position, and whether the employee can satisfactorily perform such functions with or without reasonable accommodation.

13.02 Discharge

Either the City or employees may terminate the employment relationship, for any reason, or no reason (so long as the reason is not discriminatory, as established by this Manual). The City may discharge employees with or without stating justification. A non-exhaustive list of grounds for discharge of an employee by the City include (but is not limited to) the following:

- (a) Insubordination
- (b) Neglect of Duty
- (c) Violation of City Policy, City Ordinance, State Law, or Federal Law
- (d) Discourteous Conduct
- (e) Misappropriation of Funds, Equipment or Supplies
- (f) Persistent tardiness or truancy
- (g) Carelessness or Recklessness
- (h) Misconduct
- (i) Misuse of City equipment or information
- ~~(i)~~ (j) Dishonesty

13.03 Return Items

On or before the last day of employment with the City, all departing employees must return all equipment, supplies, files, and resources provided to the employee by the City during the employee's tenure with the City.

13.04 Payment for Leave

The City will pay separated employees for untaken vacation leave of up to 112 hours if the employee has worked for the City for at least 1 year. Compensatory time will be paid-out upon termination for all exempt ~~and non-exempt~~ employees.

13.05 Referrals

All referral inquiries are to be directed to the City Administrator. Under state law, the City is allowed to provide a truthful employment reference regarding a current or former employee. However, the City is not required to provide an employment reference to or about a current or former employee.

City of Dripping Springs

Acknowledgement

I, _____ (*printed name*), hereby acknowledge that I have received a copy of the City of Dripping Springs's *Personnel Manual*. I have read and understood the information presented to me. If I have questions about anything I have read, I have asked my Supervisor for and received clarification. Specifically, I understand the following:

- My employment status is *at-will*, and either I or the City of Dripping Springs may terminate my employment at any time, with or without reason.
- I do not have a contract or term of office with the City of Dripping Springs unless it is through a separate written and signed agreement.
- My supervisor does not have the authority to enter into a contract with me.
- Harassment and discrimination are not tolerated in the workplace.
- I share with my fellow employees a duty to prevent and report violations of the policies set forth in the Personnel Manual.
- My employer will promptly and thoroughly investigate all claims and take remedial measures, up to and including termination.

Employee's Signature

Witness's Signature

Date

Date

City of Dripping Springs

Election Regarding Personal Information

TO THE CITY SECRETARY:

I, _____ (*printed name*), hereby make the following election with respect to allowing public access to information in the custody of the City of Dripping Springs that relates to my home address, home telephone number, and social security number or that reveals whether I have family members.

I do *not* want the City of Dripping Springs to disclose or allow public access to the following (*check all that apply*):

- _____ My home address
- _____ My home telephone number
- _____ Information that reveals whether I have family members

Employee's Signature

Date

ATTACHMENT “A”

EMPLOYEE TRAINING AND REIMBURSEMENT AGREEMENT

THIS EMPLOYEE TRAINING AND REIMBURSEMENT AGREEMENT (the “Agreement”) dated _____, 20____, (“Effective Date”) is by and between, the City of Dripping Springs, a municipality in Hays County, and _____, a current employee of the City (“Employee”).

RECITALS

WHEREAS, Employee has requested and the City has agreed to pay for the Employee to attend a conference, meeting, seminar, workshop, training, educational course, or similar instructional class (collectively, “Training”); and

WHEREAS, in consideration for the City’s payment for the Training, Employee acknowledges that through attendance at such Training, Employee will acquire skills and enhance ~~the Employee’s~~ his or her professional skills or knowledge making the Employee more marketable; and

WHEREAS, Employee agrees to reimburse the City for the cost of such Training in the event that employment with the City is terminated in accordance with the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the individual and mutual covenants of the parties hereinafter set forth, and for other good and valuable consideration, it is hereby agreed by and between the parties hereto:

1. Cost of Training and Expenses. The City agrees to pay a total of \$_____ (“Cost”) for the following Training:

Name of Training: _____

Training Provided by: _____

Training Location: _____

Date(s) of Training: _____

In addition to the Cost of the Training, the City agrees to reimburse additional reasonable expenses related to attendance at such Training up to \$_____ for travel, food, and incidentals; provided that the Employee submits the appropriate expense reports and all receipts for the expenses associated with the Training and such expenses are reimbursable.

2. Reimbursement for Cost of Training. Except as provided below, Employee agrees to reimburse the City for the Cost of the Training paid by the City if the Employee’s employment terminates within two (2) years of completion of the Training. Employee agrees to reimburse the City within thirty (30) days of termination.

3. Salary Deduction. Employee agrees and authorizes the City to deduct the amount owed hereunder, to the extent permissible by law, from Employee’s pay following notification of termination of employment with the City. The City, in its sole discretion, may determine whether to deduct any amount owed from the Employee’s pay. If the amount owed under this Agreement exceeds the amount deducted from the Employee’s pay, in accordance with Section 2, Employee agrees to reimburse the City any remaining amount due to the City within thirty (30) days of terminating employment.

4. Continuation of Employment-at-Will Relationship. Employee and the City understand and agree that this Agreement does not constitute an employment agreement and nothing in this Agreement shall replace the Employee and the City’s at-will employment arrangement. Both Employee and the City understand that the employment relationship may be terminated by either party for any or no reason at any time prior to the termination of this Agreement.

5. Term. This Agreement shall be in effect from the Effective Date until all reimbursement, if any, is due under this Agreement.

6. Entire Agreement; Amendments. This Agreement contains the entire understanding of the parties. Employee and the City may mutually agree to modify the terms of this Agreement at any time; provided, however, that any such modification must be in writing and signed by both parties to this Agreement.

7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Texas and any dispute shall have venue in Hays County.

8. Severability. If any provision of this Agreement is held to be invalid by a court of law, the remaining provisions shall remain in full force and effect.

9. Counterparts. This Agreement shall be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument.

10. Headings. Headings of provisions of this Agreement are solely for the convenience of reference and are not a part of this Agreement and shall not affect the meaning, construction, operation or effect hereof.

IN WITNESS WHEREOF, the City and Employee hereto have caused this Agreement to be executed on the date and year first above written.

EMPLOYEE

Employee Name: _____ (Printed)

CITY OF DRIPPING SPRINGS

Michelle Fischer, City Administrator

ATTACHMENT "B" KEY CONTROL POLICY

The purpose of this *Key Control Policy* is to establish reasonable personal security for the staff of the City of Dripping Springs and to ensure the protection of personal and city property through the control of keys (including fobs) to city facilities.

In return for the loan of a key, employees: 1) shall not give or loan the key to others; 2) shall not make any attempts to copy, alter, duplicate, or reproduce the key; 3) shall use the key for authorized purposes only; 4) shall safeguard and store the key securely; 5) shall immediately report any lost or stolen keys; and 6) shall produce or surrender the key upon official request.

If a key is lost, stolen, or not surrendered when officially requested, a charge that reflects the cost of changing any and all locks and keys affected may be assessed. *Misuse of City Equipment including City keys may result in discipline up to and including discharge pursuant to Section 12.02 of the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.*

KEY DISTRIBUTION & RETURN

EMPLOYEE NAME: _____ DEPARTMENT: _____

ISSUE DATE: _____ ISSUER'S

SIGNATURE: _____

RETURN DATE: _____ RECEIVER'S

SIGNATURE: _____

REQUESTED ACTION/RECORD (circle those that apply)

KEY ISSUANCE

RETURNED KEY

LOCK OPENING

LOCK/HARDWARE CHANGE

REPORT OF LOST/STOLEN KEY

DESCRIPTION OF KEY(S)

1. _____

6. _____

2. _____

7. _____

3. _____

8. _____

4. _____

9. _____

5. _____

10. _____

DETAILS

ACKNOWLEDGEMENT AND AGREEMENT

I, _____ (*printed name*), hereby acknowledge that I have received a copy of the City of Dripping Springs’s **Key Control Policy**. I have read and understood the information presented to me. I agree to return any City of Dripping Springs keys/fobs to the City upon my separation from the City on or before the last day of my employment or upon request of the City Administrator.

In return for the loan of this key(s), I agree to: 1) not give or loan the key(s) to others; 2) not make any attempt to copy, alter, duplicate, or reproduce the key(s); 3) use the key(s) for authorized purposes only; 4) safeguard and store the key(s) securely; 5) immediately report any lost or stolen key(s); and 6) produce or surrender the key(s) upon official request. I also agree that if the key is lost, stolen, or not surrendered when officially requested, a charge that reflects the cost of changing any and all locks affected may be assessed.

Employee’s Signature

City Administrator’s Signature

Date

Date



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: August 18, 2020

Agenda Item Wording: Discuss and consider approval of a Resolution Supporting the Passage of Legislation during the 87th Regular Session of the Texas Legislature (2021), to Allow for the Expenditure of Municipal Hotel Occupancy Tax Revenue by the City for Construction of Improvements in Municipal Parks.

Agenda Item Requestor:

Summary/Background: Every two years the Texas Legislature meets to make decisions that affect the City of Dripping Springs. In anticipation for this, the City adopts a legislative program every other year. One item that has arisen each year is the desire to have additional flexibility to use Hotel Occupancy Tax to better support our tourist destinations through park improvements and connectivity. The City of Fredericksburg is also considering this resolution. If this resolution passes, we will send it to the Texas Municipal League for review and potential inclusion in its program. We also will attempt to receive support from the local lodging community.

Commission Recommendations: N/A.

Recommended Council Actions: Adoption of the resolution.

Attachments: Resolution.

Next Steps/Schedule: Send to the Texas Municipal League and the City's state representatives. Contact the Chamber of Commerce, Visitors Bureau, and local hotels for support.

CITY OF DRIPPING SPRINGS**RESOLUTION No. 2020-R**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, SUPPORTING THE PASSAGE OF LEGISLATION DURING THE 87TH REGULAR SESSION OF THE TEXAS LEGISLATURE (2021), TO ALLOW FOR THE EXPENDITURE OF MUNICIPAL HOTEL OCCUPANCY TAX REVENUE BY THE CITY FOR CONSTRUCTION OF IMPROVEMENTS IN MUNICIPAL PARKS.

WHEREAS, the City of Dripping Springs (“City”) has adopted a municipal hotel occupancy tax ordinance in order to raise revenue for the promotion of tourism and the hotel and lodging industry in the City; and

WHEREAS, the City has determined that the City parks are popular attractions visited year-round by a significant number of tourists and visitors to the City and surrounding area; and

WHEREAS, the City parks are utilized for multiple large annual events and festivals that are attended by a significant number of tourists and visitors to the City and surrounding area; and

WHEREAS, the City parks are in need of additional improvements and amenities and connectivity to lodging establishments and tourist attractions, as the current demand for certain City park facilities and amenities frequently exceeds the operating capacity of said improvements and amenities, due to the large attendance at annual festivals, events, and related tourist activities held on City parks and would benefit from connectivity and additional public facilities; and

WHEREAS, the City’s tourism and hotel and lodging industries would benefit from the expenditure of municipal hotel tax revenue on construction of improvements and connectivity to the City parks, as tourists and visitors frequently visit the City parks, and improvements to the City parks will increase the quality and number of amenities available at said City parks for use and enjoyment by tourists and visitors to the City and surrounding area; and

WHEREAS, the City’s tourism and hotel and lodging industries would benefit from the expenditure of municipal hotel tax revenue on construction of trails and sidewalks that connect city parks to lodging establishments and other tourist attractions, which will increase the use and enjoyment by tourists and visitors of lodging establishments, parks, tourist attractions, and related public facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS:

Section 1. That the City Council adopts the findings and recitals set forth in the preamble of this Resolution.

Section 2. That the City Council supports the passage of legislation during the 87th Regular Session of the Texas Legislature (2021), that would allow for the expenditure of municipal hotel occupancy tax revenue by the City of Dripping Springs for construction of improvements in municipal parks and trails/sidewalks that connect parks, lodging establishments, and other tourist attractions, and related public facilities.

PASSED AND APPROVED this, the 18th day of August 2020, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: August 18, 2020

Agenda Item Wording: Discuss and consider approval of a Resolution Establishing Priorities for the 87th Legislative Session in Texas, and Authorizing Representation of the Municipality in Advocating Certain Positions.

Agenda Item Requestor: Mayor Bill Foulds, Jr.

Summary/Background: Every two years the Texas Legislature meets to make decisions that affect the City of Dripping Springs. In anticipation for this, the City adopts a legislative program every other year. This year we asked our boards and commissions, as well as staff, to weigh in. We expect to receive more input from City Council and City Staff, and rely heavily on the 2019 program (attached to agenda), for creation of a 2021 program that will be presented to City Council in August. Once we approve our legislative program, we will send it to the Texas Municipal League which is the non-profit organization that represents all cities in Texas and has a legislative staff dedicated to assisting cities. We reached out to our legislative representatives and received feedback from our House Representative Erin Zwiener. Here are the suggestions related to us by our boards, commissions, and staff at this time.

City Staff

1. Legislation that expands the uses of Local Hotel Occupancy Tax revenues, including using the funding for the construction of trails, sidewalks, parks improvements, and pedestrian amenities that attract tourists.

Mim James-Planning

1. Maintain local control over signage in city and etj;
2. Oppose limitation of the city's ability to regulate water quality;
3. Review the site development and subdivision "shot clock" provisions.

Jim Martin-Transportation

1. More transportation funding for TxDOT city projects;
2. Allow for greater flexibility for funding of transportation projects; and
3. Protect federal funding for cities who lose population due to natural disasters.

Dave Edwards-TIRZ

1. Maintain current authority related to TIRZ.

Bruce Lewis-Historic Preservation Commission

1. Oppose party affiliation requirement for city council elections;
2. Beneficial amendments to the appraisal statutes so that appraisals are more accurate;
3. Allow cities to lower speed limits from 30 to 25 without the need for a traffic study;
4. Council-option reduction in appraisal cap.

Gouri Johanssen-Farmers Market

1. Prioritize local food security;
2. Less regulation and more incentives of small scale farmers.

**Commission
Recommendations:**

See above.

**Recommended
Council Actions:**

Adoption of the program.

Attachments:

Resolution and program.

Next Steps/Schedule:

Send to the Texas Municipal League and the City's state representatives.

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2020-R__

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS, ESTABLISHING PRIORITIES FOR THE 87TH LEGISLATIVE SESSION IN TEXAS, AND AUTHORIZING REPRESENTATION OF THE MUNICIPALITY IN ADVOCATING CERTAIN POSITIONS.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) finds it to be in the public interest, and necessary for the public health, safety and welfare, that the city take positions on certain issues that may or have come before the 87th Texas Legislature in the Spring of 2021; and

WHEREAS, the City Council finds legislative involvement to be a legitimate exercise of its elected duties as the governing body serving those who live, work, visit, and own property in the city limits and the extraterritorial jurisdiction; and

WHEREAS, the City Council understands that members of the Texas Senate and the Texas House of Representatives benefit from learning of the analysis performed and positions taken by locally-elected public officials; and

WHEREAS, the City Council has identified the following items as being worthy of voicing a position on behalf of the people of Dripping Springs.

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

A. Support-

1. **Local Control:** The City Council hereby supports legislation that upholds the principle of local government and reinforces the lawful statutory authority of the elected leaders of Dripping Springs to respect the priorities of their citizenry and respond to local challenges and opportunities.
2. **Signs:** The City Council hereby supports legislation that would affirm State and City authority over off-premise and other commercial signs. The City Council supports legislation that supports Scenic Highways in the Hill Country.
3. **Sales Tax:** The City Council hereby supports legislation that would make beneficial amendments to Emergency Service District sales tax and areas to authorize cities to replace some or all emergency services district (ESD) sales taxes in an area with city sales taxes, provided an ESD’s existing sales tax debt is proportionately and reasonably provided for in some manner.
4. **Hotel Tax:** The City Council hereby supports legislation that would allow a City to use hotel tax funds for: (1) all convention center personnel; (2) trails and sidewalks connecting tourist and historic sites; and (3) park, trail, and pedestrian improvements that attract tourists.
5. **Lighting:** The City Council hereby supports legislation that would expand the City’s

authority to regulate lighting and Dark Sky requirements.

6. **Transportation:** The City Council supports legislation that would provide tools for increased communications with the Texas Department of Transportation related to projects within the City Limits and Extraterritorial Jurisdiction of the City of Dripping Springs. The City Council supports legislation that would allow for additional tools for transportation funding.
7. **Property Tax:** The City Council supports legislation that would increase transparency in the ad valorem (property) tax and budget adoption by coordinating state, county, and city timelines for review, notice, and approval of ad valorem tax. City Council supports legislation that would increase the accuracy of appraisals of all types of property.

B. Opposition –

1. **Local Control:** The City Council hereby opposes legislation that erodes local control or weakens the ability of locally-elected leaders to respond to challenges or opportunities unique to the Dripping Springs community or Texas Hill Country region.
2. **Appraisal & Revenue Caps:** The City Council hereby opposes legislation that expands appraisal caps or imposes revenue caps on ad valorem (property) taxes.
3. **Vesting:** The City Council hereby opposes legislation that amends Texas Local Government Code Chapter 245 to restrict the application of current municipal regulations, thus expanding entitlements under which stagnant or dormant land development projects can build or operate under old or outdated regulations.
4. **Trees:** The City Council hereby opposes legislation that restricts the ability of municipalities to preserve their scenic landscapes and protect trees.
5. **Impervious Cover:** The City Council hereby opposes legislation that limits the authority of municipalities to provide for water quality protection and pollution prevention by regulating impervious cover, lot sizes, drainage infrastructure, and other aspects of development that impact stormwater controls and watersheds.
6. **Signs:** The City Council hereby opposes legislation that lessens municipal authority to regulate signs or preempts municipal sign regulations.
7. **Land Use:** The City Council hereby opposes legislation that lessens municipal authority to regulate land use, including short-term rentals. The City Council opposes legislation that limits the authority or the amount of time the City has to adequately review site plans and plats.
8. **Municipal Courts:** The City Council hereby opposes legislation that curtails the authority of a municipal court to enforce its judgments.
9. **Elections:** The City Council opposes legislation that would require partisan elections for elected officers or otherwise limit municipal elections.

C. Administration-

1. **Legislators:** The City Council directs City staff to provide a copy of this Resolution to the State Senator for District 25, and State Representative for District 45.
2. **Legislators:** The City Council directs City staff to provide a copy of this Resolution to the Texas Municipal League. The City Council also requests that City Staff provide a resolution in support of an Annexation change to the TML Resolutions Committee for potential inclusion in the TML Legislative Program.

- 3. **Advocacy:** City officials are hereby authorized to advocate and otherwise convey positions expressed herein in accordance with the city’s Legislative Policy.
- 4. **Open Meetings:** The meeting at which this Resolution 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.

PASSED AND APPROVED this, the 18th day of August 2020, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384 • Dripping Springs, TX 78620
512.858.4725 • www.cityofdrippingsprings.com

Gateway to the Hill Country

August 14, 2020

The Honorable Tom Craddick
Chairman, House Committee on Land and Resource Management
Texas House of Representatives
P.O. Box 2910
Austin, TX 78768-2910

Via E-Mail: Tom.Craddick@House.Texas.Gov

Re: City of Dripping Springs Comments on Annexation Interim Charge No. 1: Conduct active oversight of all associated rulemaking and other governmental actions taken to ensure intended legislative outcome of all legislation, including HB 347, which eliminates the distinction between Tier 1 and Tier 2 counties and municipalities so that all cities are prohibited from using forced annexation. Determine if there is a need for further annexation legislation in Texas. Study how implementation of voter-approved annexation impacts the need for extraterritorial jurisdiction.

Dear Chairman Craddick,

Thank you for giving me the opportunity to provide comments to the House Committee on Land and Resource Management. The City of Dripping Springs is a general law city who has annexed solely upon the application of property owners and voters. Also, we have had many individuals request to be in our extraterritorial jurisdiction. We have worked with these property owners to ensure that they receive the city services they want through the annexation and request for inclusion in the extraterritorial jurisdiction process.

Why Our City Values Extraterritorial Jurisdiction

The City of Dripping Springs believes that Extraterritorial Jurisdiction (ETJ) is an important tool for ensuring safe and quality development and infrastructure. Our regulation in the ETJ is limited, but important.

Water Code 26.177 – Pollution Control and abatement programs:

The City takes its duty to protect the waterways at and near Dripping Springs very seriously, including the Edwards Aquifer, because the residents of our City and ETJ have made it clear that this issue is of primary importance to them. The ability to regulate water quality in the ETJ is essential to protecting local ecological systems, preserving land values and the natural beauty and aesthetics of the community, and providing

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Gateway to the Hill Country

reasonable standards for development design to prevent erosion, drainage issues, and pollutants spreading across property lines and through waterways. Drainage and pollution issues that flow through multiple lots lower property values and would hinder developers' access to quality water and land. For example, our recent wastewater permit application received over 1000 comments, many from our ETJ residents and other Hays County residents. The City of Dripping Springs respects the needs of our ETJ residents and showed this by improving our wastewater permit in response to their input.

Local Government Code 212.003(a) – Subdivision Regulations:

Our platting and site plan requirements in the ETJ are designed to provide an efficient process for the City to ensure that adequate infrastructure is provided for the residents of the ETJ who could, upon request, become residents of our City. Subdivision regulation in the ETJ also allows the City to plan for future wastewater and water infrastructure, while also ensuring that roads that could someday become City streets are being built in a safe manner. As part of our program, we require that at least two of our seats on our Planning and Zoning Commission be residents of the ETJ and allow up to five seats on the Commission to be chosen from residents of the ETJ to give them representation in matters in our City Limits and the ETJ.

Local Government Code 216.003 – Sign Regulation:

The City of Dripping Springs, Gateway to the Hill Country, is a special place with a commitment to consistent regulation of sign regulation, including billboards, within the City Limits and ETJ. We regulate signs the same in both places in order to maintain the character that draws both residents and visitors to our City.

Thank you for your attention. We ask that the Legislature maintains extraterritorial jurisdiction to ensure quality development throughout the state driven by the residents of both the city limits and the extraterritorial jurisdiction.

Sincerely,

Bill Foulds, Jr.
Mayor
City of Dripping Springs



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Michelle Fischer, City Administrator

Council Meeting Date: September 18, 2020

Agenda Item Wording: **Discuss and consider approval of a Professional Services Agreement between the City of Dripping Springs and Donald L. Allman, CPA, P.C. for Audit Services**

Agenda Item Requestor: Gina Gillis, City Treasurer

Summary/Background: The city is required to have an annual audit of its financial statements conducted annually. The audit services include a management discussion and analysis, comparison of the budget to actual revenues and expenses, and pension and other post employment benefit reporting. Donald L. Allman, CPA, P.C. performed the city's audit last year following his selection through a Request for Qualifications. The City Treasurer recommends approving the Professional Services Agreement. An RFQ is not required.

The audit shall commence on December 1st. The draft report is due January 15th and the final report is due February 16th.

The cost of the services is \$24,000 and is included in the approved FY 2021 Budget.

Recommended Council Actions: Approve the Professional Services Agreement between the City and Donald L. Allman, CPA, P.C. for Audit Services.

Attachments: Professional Services Agreement and Engagement Letter

Next Steps/Schedule: If approved, execute agreement; notify Donald Allman.

DLA08182020

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the 18th day of August 2020, and between the **City of Dripping Springs**, Texas (hereinafter referred to as the "City") and **Donald L. Allman, CPA, P.C.**, (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

1. **Description of Services.** The City and Contractor agree to the following:
 - (a) Contractor shall deliver reports to City Hall via mail, in person, facsimile, or other electronic means as appropriate.
 - (b) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
 - (c) Contractor will report to the City Administrator, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
 - (d) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City's public information policies.
 - (e) Performs other related duties as needed.
2. **Scope of Work.** Contractor will audit the financial statements of the City and all work as described in the Audit Engagement Letter in Attachment "A". Additional Services may be agreed to in writing by both parties and billed at a negotiated rate.
3. **Schedule.** Work shall commence on **December 1, 2020** or as soon as the information becomes available for commencement of the work. Draft report will be due to the City by **January 15, 2021**. Final report shall be due to the City by **February 12, 2021** in anticipation of the item being placed on the **February 16, 2021** City Council agenda. Any change to this schedule must be approved in writing by the City Administrator.
4. **Payment for Services.** The City will compensate Contractor in accordance with the fee structure contained in the Audit Engagement Letter in Attachment "A". The cost including fees and expenses shall not exceed twenty-four thousand dollars (\$24,000). Contractor shall invoice City accordingly. Any charge that is in excess of the costs in the proposal shall not be paid by the City unless additional costs have been approved in writing by the City.
5. **Relationship of Parties.** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide

fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of **Contractor**. The City may contract with other individuals or firms for legal services.

- 6. **Limitations.** During the period the Contractor is covered by this agreement, the Contractor will not be permitted to perform any services for any agency, developer, contractor or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City.
- 7. **Termination.** Either party may terminate this Agreement at any time with written notice to the other party.
- 8. **Injuries/ Insurance.** Contractor acknowledges the contractor's obligation to obtain appropriate insurance coverage as listed in Attachment "B".
- 9. **Indemnification.** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against City that result from acts or omissions of Contractor, Contractor's employees, if any, and Contractor's agents.
- 10. **Assignment.** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City as provided for, and with the protections, described in Attachment "A".
- 11. **Notice.** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:
 City of Dripping Springs
 Attn: City Administrator
 P.O. Box 384
 Dripping Springs, TX 78620
 (512) 858-4725

For the Contractor:
 Donald L. Allman, CPA, P.C.
 Attn: Donald L. Allman
 4749 Williams Drive, Suite 322
 Georgetown, TX 78633
 (512) 422-3700

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

- 12. **Mandatory Disclosures.** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the **Conflict of Interest Questionnaire** form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor must also fill out **Form 1295**, as required by the Texas Ethics Commission, and submit a copy to the City. The form application may be found here: <https://www.ethics.state.tx.us/filinginfo/1295/>

13. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. Waiver of Contractual Right. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

15. Entire Agreement. This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties. If there is any conflict between this Agreement and any Attachment, this Agreement controls.

THE CITY:
City of Dripping Springs

THE CONTRACTOR:
Donald L. Allman, CPA, P. C.

Michelle Fischer, City Administrator

Donald L. Allman, CPA, P.C.

Date

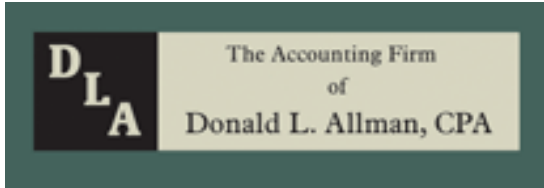
Date

ATTEST:

Andrea Cunningham, City Secretary

Attachment “A”

ALG-CL-1.3.1: Audit Engagement Letter—Yellow Book—Periods Ending before December 15, 2020



Donald L. Allman, CPA, PC
4749 Williams Drive, Ste. 322
Georgetown, Texas 78633
Phone: 512-422-3700
Fax: 512-240-5460
Email:
dallman@donallmancpa.com

CERTIFIED PUBLIC ACCOUNTANT

July 16, 2020

To the Mayor and City Council and Michelle Fischer, City Administrator

City of Dripping Springs, 511 W. Mercer Street, Dripping Springs TX 78620

We are pleased to confirm our understanding of the services we are to provide City of Dripping Springs for the year ended September 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Dripping Springs as of and for the year ended September 30, 2020 Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement City of Dripping Springs’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Dripping Springs’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s Discussion and Analysis.
- 2) Budget to Actual
- 3) Pension and OPEB reporting

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance

with auditing standards generally accepted in the United States of America and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of the accounting records of City of Dripping Springs and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of City of Dripping Springs's financial statements. Our report will be addressed to the Board of Directors of City of Dripping Springs. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that [Name of Governmental Unit] is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that

come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government Auditing Standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Dripping Springs's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

Other Services

We will also assist in preparing the financial statements and related notes of City of Dripping Springs' in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that

management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as

your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to City of Dripping Springs; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Donald L. Allman, CPA, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Donald L. Allman, CPA, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the TCEQ. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately December 1, 2020 and to issue our reports no later than February 16, 2021. Donald L. Allman is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$24,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to City of Dripping Springs and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Donald L. Allman, CPA, PC

RESPONSE:

This letter correctly sets forth the understanding of City of Dripping Springs.

Management signature:

Title:

Date:

Governance signature:

Title:

Michelle Fischer, City Administrator

Date:

Attachment "B"

CITY OF DRIPPING SPRINGS CONTRACTOR INSURANCE REQUIREMENTS:

Firm providing goods, materials and services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

Name the City of Dripping Springs as additional named insured as to all applicable coverage.

Provide for at least thirty (30) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.

Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of Insurance: Certificates of Insurance evidencing all of the required insurance coverages shall be submitted with the Firm's submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall be provided to the City prior to the date the contract is extended.

Type of Contract and Amount of Insurance:

Statutory Workers Compensation insurance as required by state law.

Commercial General Liability with minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.

Professional Liability Insurance with a minimum of \$1 million dollars per occurrence and \$1 million dollars aggregate.

Automobile Liability with a minimum of \$500,000 Dollars combined single limit.



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Michelle Fischer, City Administrator

Council Meeting Date: August 18, 2020

Agenda Item Wording: Discuss and consider possible action regarding the Appointment of the City's Representative to the Greater San Marcos Partnership Board.

Agenda Item Requestor: Sara Ibarra, Greater San Marcos Partnership Nominating Committee

Summary/Background: The Greater San Marcos Partnership (GSMP) is a public-private partnership that serves as the regional economic development organization for the City of San Marcos, Hays and Caldwell Counties, and the other cities in those counties. Its mission is to “promote smart and sustainable economic growth by promoting the Greater San Marcos value proposition, supporting quality job growth in export-oriented target sectors, optimizing the local talent base, accommodating and managing natural resources & quality growth, and creating community appeal.”

The 37-member GSMP Board is made up of Institutional members which include the City of San Marcos, Hays County, Caldwell County, regional communities investing at least \$5,000 annually, Texas State University, Gary Job Corps, Christus Santa Rosa and other partners and stakeholders.

Through outreach by the Board's Nominating Committee, the institutional members name their respective Board Member representatives. The Nomination Committee reviews and recommends a slate of Directors and a slate of Officers to the Board each fiscal year. The Committee has asked the city to appoint its representative. In the past, the city's representative has been a City Council Member. It is not required that the city's representative be a Council Member, but it is a common practice for board representation.

The city contributes \$5,000 annually to the GSMP.

Recommended Council Actions: Appoint a city representative to the GSMP Board.

Attachments: Overview of GSMP Board, Current Board Members, Board Bylaws.

Next Steps/Schedule: Notify Nominating Committee of the city's appointment.



The Greater San Marcos Partnership (GSMP) is a public-private partnership that serves as the regional economic development organization for the City of San Marcos and Hays and Caldwell Counties, located at the heart of the Texas Innovation Corridor.

Our mission is to promote smart and sustainable economic growth by promoting the Greater San Marcos value proposition, supporting quality job growth in export-oriented target sectors, optimizing the local talent base, accommodating and managing natural resources & quality growth, and creating community appeal. By employing these strategic catalysts, we strengthen the region's economy through the creation of high-quality jobs with increased wages for our citizens and attract increased capital investment.

GSMP is a 501c(6) organization founded in 2010 by regional stakeholders with the commitment to community advancement and a focused objective: creating economic diversity and strength through ethical, proactive and strategic professional economic development.

The 37-member GSMP Board is made up of Institutional members which include the City of San Marcos, Hays County, Caldwell County, regional communities investing at least \$5,000 annually, Texas State University, Gary Job Corps, Christus Santa Rosa and other partners and stakeholders. Through outreach by the Board's Nominating Committee, the institutional members name their respective Board Member representatives. The Nomination Committee reviews and recommends a slate of Directors and a slate of Officers to the Board each fiscal year.

The GSMP Board's goal is to operate efficiently and transparently for the benefit of all stakeholders. Particular emphasis is placed on transparency because of the public sector participants are appropriately held accountable to their respective communities and taxpayers. All Board meetings are open to the public and the agenda is posted in accordance with the Texas Open Meetings Act.

GSMP Board Members - FY 2020

	Fname	Lname	Officer	Representing	Title	Firm	Term Expires
1	Dr. Hector	Aguilar		Austin Community College	Dean, Continuing Education	Austin Community College	Institutional-Annual
2	Michael <i>Goerganne</i>	Cardona <i>Logue</i>		SMCISD Superintendent	Superintendent	San Marcos CISD <i>San Marcos CISD</i>	Institutional-Annual
3	Pat	Fernandez		Four Rivers Board of Realtors		Hart Properties	Institutional - Annual
4	Jane <i>Tammy</i>	Hughson <i>Cook</i>	HONORARY Co-Chair	CoSM	Mayor	City of San Marcos	Institutional-Annual
5	Debbie <i>Sylvia</i>	Ingalsbe <i>Boasi</i>	HONORARY Co-Chair	Hays County	County Commissioner	Precint 1, Hays County	Institutional-Annual
6	Joe	Kenworthy		EDSM Chair	San Marcos Branch President	Sage Capital Bank	Institutional-Annual
7	Vacant <i>Bonnie</i>	<i>Gonzalez</i>		Regional Rep - Dripping Springs	Councilman	City of Dripping Springs <i>Communications Coordinator</i>	Institutional-Annual
8	Lorraine <i>Rosalinda</i>	Lane <i>Moreno</i>		Gary Job Corps Director	Director	Gary Job Corps Center <i>Gary Job Corps Center</i>	Institutional-Annual
9	Bert <i>Karen</i>	Lumbreras <i>Smith</i>		CoSM-City Manager	City Manager	City of San Marcos <i>City of San Marcos</i>	Institutional-Annual
10	Ed <i>Tammy</i>	Mihalkanin <i>Cook</i>		CoSM - Councilmember	Councilmember	City of San Marcos	Institutional-Annual
11	Chuck	Nash		SM Regional Airport Nominee	President	Chuck Nash Auto Group	Institutional-Annual
12	John	Navarrette		GSMMA President			Institutional-Annual
13	Dr. Joca <i>Tammy</i>	Marquez <i>Cook</i>		CoSM - Councilmember	Councilmember	City of San Marcos	Institutional-Annual
14	Mike	Kamerlander		Regional Rep - Lockhart	Director, Lockhart EDC	City of Lockhart Economic Devel	Institutional-Annual
15	Scott	Sellers		Regional Rep - Kyle	City Manager	City of Kyle	Institutional-Annual
16	Lon	Shell		Hays County	County Commissioner	Hays County	Institutional-Annual
17	Vacant <i>Denise</i>	<i>Vertrees</i>		Christus Santa Rosa	CEO	Christus Santa Rosa <i>Central Texas Medical Center</i>	Institutional-Annual
18	Lance	Spruiell		SM Area Chamber Nominee			Institutional-Annual
19	Ed <i>Molly</i>	Theriot <i>Cole</i>		Caldwell County Nominee	County Commissioner	Caldwell County, Precinct 3	Institutional-Annual
20	Dr. Denise <i>Mary Ann</i>	Trauth <i>Mendoza</i>		Texas State University President	President	Texas State University <i>Texas State University</i>	Institutional - Annual
21	Lee	Urbanovsky		Regional Rep - Buda	Councilmember	Buda EDC	Institutional - Annual
22	Dr. Eric	Wright		Regional ISD	Superintendent	Hays CISD	Institutional - Annual
NON-INSTITUTIONAL MEMBERS							
24	Jon	Barton		Lead Investor F	Operations Manager & Project Executive	Sabre Commercial	October 1, 2021
25	Scott	Burton	Treasurer	General Member B	President	Benchmark Insurance	October 1, 2020
26	John David	Carson	Chair	Lead Investor A	Vice-President, Development	Carson Properties	October 1, 2020
27	Kevin	Carswell		General Member A	President	Mochas and Javas	October 1, 2022
28	Jennifer	Finch		Lead Investor B	Manager	JE Dunn	October 1, 2022
29	Cassie	Frow		General Member C	Senior Operations Manager	Amazon	October 1, 2021
30	Jeanne	Garza		At-Large D	Vice-President, Marketing Partnership	Spurs Sports and Entertainment	October 1, 2022
	Jason	Giulietti		GSMP	President	Greater San Marcos Partnership	
31	Fred <i>Maria</i>	Heldefens <i>East</i>		At-large B	President & CEO	Heldefens Enterprises	October 1, 2020
32	Terry	Mitchell		At-Large C	President	Momark Development	October 1, 2020
33	Jeff <i>Beatriz</i>	Nydegger <i>Catano</i>		General Counsel	Partner	Winstead PC <i>Winstead PC</i>	Annual
34	Patrick	Rose	Immediate Past Chair	Lead Investor C	President	Corridor Title Co.	October 1, 2020
35	Anna	Sanchez		Lead Investor E		Wells Fargo	October 1, 2021
36	John	Schawe	Secretary	Lead Investor D	President	Frost Bank	October 1, 2020
37	Mark	Sheffield		At-Large A	President	First Lockhart National Bank	October 1, 2022
	Pike	Powers		Consultant			

Greater San Marcos Economic Development Corporation
A Texas Non-Profit Corporation

THIRD AMENDED AND RESTATED BYLAWS

Article I
NAME

The name of the organization shall be the **Greater San Marcos Economic Development Corporation, d/b/a the Greater San Marcos Partnership** (“*GSMP*” or the “*Corporation*”).

Article II.
MISSION, PURPOSE AND LIMITATION ON POWERS

Section 2.1 Mission. The mission of the Corporation is to promote the economic vitality of, to encourage and support job creation and preservation in, to attract and recruit new companies and industries to, and to encourage the retention of and support the expansion of companies and industries in the Greater San Marcos, Texas Region, as defined by the Board of Directors from time to time.

Section 2.2 Purposes. In furtherance of its Mission above within and for the benefit of the Greater San Marcos, Texas Region, the purpose of the Corporation are: (a) to facilitate education and workforce development providing quality employment opportunities for all residents; (b) to conduct an industrial association for the purpose of encouraging, stimulating and promoting economic development, expansion and diversification; (c) to lessen the burden of government by creating a larger tax base for the benefit of all residents; (d) to develop a complete range of employment opportunities to maximize workforce potential and reduce unemployment; and (e) such other purposes as may be permitted under Section 501 (c)(6) of the Internal Revenue Code (the “*Code*”) and the Texas Business Organizations Code, as amended from time to time or their successor provisions.

Section 2.3 501(c)(6) Tax-Exempt Organization. The Corporation is a Section 501 (c) (6) organization under the Code. The Corporation is not authorized to take any action not allowed by the Code for such an organization. The Corporation is not organized for profit, and no part of the net earnings of the Corporation may inure to the benefit of any private individual.

Article III.
OFFICES

Section 3.1 Principal Office. The principal office of the Corporation in the State of Texas shall be located in the City of San Marcos, Hays County, Texas. The Corporation may have other offices, either within or without the State of Texas, as the Board of Directors may determine or as the affairs of the Corporation may require from time to time.

Section 3.2 Registered Office and Agent. The Corporation shall have and continuously maintain in the State of Texas, a registered office and a registered agent whose office is identical with such registered office as required by the Texas Business Organizations Code. The registered office of the Corporation may be, but need not be identical with the principal office of the Corporation in the State of Texas. The Board of Directors may change its registered agent and the address of the registered office from time to time.

Article IV.
MEMBERSHIP

Section 4.1 Institutional Members. The City of San Marcos, Texas, Economic Development San Marcos Board, the San Marcos Area Chamber of Commerce, Texas State University, Hays County, Texas, Caldwell County, Texas, Adventist Health System/Sunbelt, Inc., doing business as Central Texas Medical Center, San Marcos Manufacturers' Association, Gary Job Corps Center, San Marcos Consolidated Independent School District, an additional Independent School District located in Hays or Caldwell County, regional economic development organizations ("Regional Partners"), Four Rivers Board of Realtors or its successor, San Marcos Regional Airport, and Austin Community College are Members of the Corporation (each of the foregoing being "Institutional Members"). Institutional Members shall each pay a minimum fee of at least \$5,000.00 or provide an equivalent in-kind contribution in such form or manner acceptable to and as determined by the officers of the Corporation.

Section 4.2 Non-Institutional Members. In addition to the Institutional Members, private entities paying a membership fee annually to the Corporation as provided below shall be a non-institutional Member of the Corporation ("Non-Institutional Members").

(a) General Members. Non-Institutional Members paying less than \$10,000.00 annually shall be "General Members".

(b) Lead Members. Non-Institutional Members paying at least \$10,000.00 annually shall be "Lead Members".

Section 4.3 Other Classes of Members. The Board of Directors may, as it deems appropriate, establish other classes or sub-classes of Members and any other benefits and privileges for each class or subclass.

Section 4.4 Membership Meetings. The Board of Directors shall call and organize one or more meetings of the Members of the Corporation each year at a location within the Greater San Marcos Region. The meetings of the Members may be held in conjunction with any meetings of the Board of Directors.

Section 4.5 Voting Rights of Members. Except as to the manner in which Institutional Members appoint their respective representatives to serve on the Board of Directors as provided in Section 5.5, the Members of the Corporation shall have no voting rights or privileges with regard to the management and affairs of the Corporation.

Section 4.6 Removal of Members. The Board of Directors may remove any Member of any class or sub-class of Members by a two-thirds vote of the Directors for failure of any

Member to meet the requirements set forth in this Article or such other requirements as established by the Board of Directors.

Section 4.7 Member Responsibilities and Obligations. It is expected that both Non-Institutional Members and Institutional Members holding seats on the Board ("Board Members") shall at all times be Members in good standing, which includes but is not limited to their attendance, financial contribution, and general engagement in the work of the Corporation. Board Members also agree to abide by any and all contractual responsibilities held by the Corporation.

Article V.
BOARD OF DIRECTORS

Section 5.1 Powers. The affairs and activities of the Corporation shall be managed by its Board of Directors, which may exercise all powers of the Corporation and do all such lawful acts and things as are not prohibited by the Code, statute or by the Certificate of Formation or these Bylaws.

Section 5.2 Number. The number of Directors on the Corporation Board of Directors shall be no less than 16. The Board of Directors may, by a two-thirds vote of the Directors, increase or decrease the number of representatives representing any member on the Board of Directors.

Section 5.3 Qualifications. In addition to any other requirements of this Article, all Directors must reside or work in Hays or Caldwell County, Texas.

Section 5.4 Ex-Officio Directors. The Board of Directors may appoint one or more ex-officio persons to the Board of Directors as it deems appropriate from time to time.

Section 5.5 Composition of Directors. Subject to the authority of the Board of Directors to add, remove or establish new classes of members and to increase or decrease the number or representatives representing such members, the Board of Directors of the Corporation shall consist of the following persons:

Member to be Represented	Board Seats	Designated Representative
<i>Institutional Members</i>		
City of San Marcos, Texas	4	City Manager, Mayor and two City Council members
Economic Development San Marcos	1	Chair or one nominee
Greater San Marcos Area Chamber of Commerce	1	Chair or one nominee
Texas State University	1	President or Provost
Hays County, Texas	2	Two members of Commissioners Court
Caldwell County, Texas	1	One member of Commissioners Court
Central Texas Medical Center	1	President
San Marcos Manufacturers Association (or its successor)	1	President or one nominee
Gary Job Corps Center	1	Center Director
San Marcos CISD	1	Superintendent
Regional ISD	1	The Regional ISD rotates, as

Member to be Represented	Board Seats	Designated Representative
<i>Institutional Members</i>		
		recommended by the Nominating Committee; Representative designated by the Member
San Marcos Regional Airport	1	Designated by Airport Commission
Four Rivers Association of Realtors	1	Appointee will reside in either Caldwell County or Hays County
Regional Partners contributing \$5,000 or more annually	TBD	Representative designated by the Member
Austin Community College	1	Representative designated by the Member
<i>Non-Institutional Members</i>		
Lead Members	6	As recommended by the Nominating Committee
General Members	3	As recommended by the Nominating Committee
At-Large Positions	4	Individuals who are deemed to be of a special and unique value, as recommended by the Nominating Committee
General Counsel	1	An investor with legal experience relevant to the GSMP, as recommended by the Nominating Committee

Notwithstanding the foregoing to the contrary, the Nominating Committee may in good faith, and due to extenuating circumstances and in partnership with the Institutional Members, select one or more names for nomination to serve as an Institutional Director other than those Designated Representatives listed above.

A slate of names for nomination to the Board of Directors shall be prepared by the Nominating Committee for election by the Board of Directors at each Annual Meeting pursuant to Section 5.6 below. Institutional Directors, as submitted by Institutional Members, shall be included in the slate. All other nominations for open or vacant seats shall be selected by the Nominating Committee and included in the slate.

Section 5.6 Confirmation and Election of Nominees. No later than 30 days prior to the Annual Meeting of the Board of Directors, the Nominating Committee shall present to the Board of Directors the slate of nominated Directors for the next ensuing Fiscal Year. Should the Nominating Committee deem necessary, it shall be permitted to modify the slate of nominated Directors prior to the Annual Meeting. A final slate of nominated directors shall be submitted to the Board of Directors for consideration and election at the Annual Meeting. Upon the presentation of a final slate, any sitting Director may move to amend the slate of nominated Non-Institutional Directors on the floor at such Annual Meeting. The final approved slate for Institutional Directors shall be confirmed by the sitting Directors, and the final approved slate for Non-Institutional Directors shall be elected by a vote of not less than two-thirds of the sitting Directors. The newly elected Directors shall take office immediately following the close of the meeting at which they are elected.

Section 5.7 Terms of Office. Each Non-Institutional Director other than the General Counsel shall serve for staggered terms of 3 years or until his or her death, resignation, retirement, disqualification, or removal from office. There shall be no limitation on the number of consecutive or subsequent 1- or 3- year terms to which a Non-Institutional Director may be appointed; however, any sitting Non-Institutional Director must be re-nominated and approved for an additional term or terms as provided in these Bylaws at the expiration of each three-year term. Each Institutional Director shall serve until the name of a replacement director is submitted to the Nominating Committee by the applicable Institutional Member, whereupon a replacement director shall be nominated by the Nominating Committee pursuant to Section 5.8 hereof.

Section 5.8 Vacancies. In the event of a vacancy on the Board of Directors, a replacement director shall be nominated by the Nominating Committee in accordance with the selection process described in Sections 5.5 and 5.6 hereof. Such nominees shall be submitted to the Board of Directors at least 15 days prior to the regularly scheduled meeting of the Board of Directors at which such nominee shall be presented for election by the Board of Directors.

Section 5.9 Automatic Disqualification. Any Director shall be automatically disqualified from service on the Board when the employment or other relationship with the nominating Member is terminated or the person no longer holds the position or title qualifying the person to serve as a Director. A replacement director shall be nominated by the Nominating Committee and submitted to the Board of Directors for election pursuant to Sections 5.5 and 5.6 hereof.

Section 5.10 Disputes Regarding Eligibility to Serve. In the event of a dispute between any Member and any one or more of its respective Director, the opinion of the Member shall control over the opinion of the representative with whom there is a dispute.

Section 5.11 Duties. The duties of the Board of Directors are: (a) to develop and establish the policies and goals of the Corporation; (b) to manage the financial and operational affairs of the Corporation including the approval of the annual budget and other related matters; (c) to authorize necessary expenditures not otherwise included in the approved budget; (d) to create committees, task forces, and other organizational units, however denominated, of the Corporation as are not herein provided for and prescribe the duties for the same; (e) to elect the officers and Directors of the Corporation; (f) to delegate any lawful authority to the Chair or other officers, and (g) to raise money to support the programs and goals of the Corporation.

Section 5.12 Compensation. The Board of Directors for the Corporation shall not receive any compensation or salaries for their services, but by resolution of the Board may be paid or reimbursed reasonable expenses for activities performed in furtherance of their duties on behalf of the Corporation.

Article VI

ACTION BY THE BOARD OF DIRECTORS

Section 6.1 Regular Meetings. The Board of Directors shall meet at least four times each year, one of which shall be the Annual Meeting. All meetings of the Board of Directors

may be at a place and time designated by the Chair. The Board of Directors may provide by resolution the time and place of additional regular meetings of the Board.

Section 6.2 Annual Meetings. The Board of Directors hold an annual meeting within 30 days of the commencement of each Fiscal Year (an "Annual Meeting"), at which the election of the incoming Board of Directors and Officers shall be conducted pursuant to Section 5.6 and Section 7.2 respectively.

Section 6.3 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chair or by the Secretary if the Secretary receives a written request signed by at least one-half of the members of the Board of Directors. The persons authorized to call special meetings may choose any place within the State of Texas, as the place for holding any special meetings of the Board.

Section 6.4 Electronic, Fax, Telephonic Voting. The Board of Directors may, at the discretion of the Chair and to the extent permitted under the Texas Business Organizations Code, vote by e-mail, fax, conference call or in person. Any action taken by email pursuant to this Section shall be included in the minutes of the Board Meeting immediately following same.

Section 6.5 Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof may be taken without a meeting, if prior to such action a written consent, including consent by reply e-mail or by fax, thereto is signed or transmitted by the number of Directors or members of such committee necessary to conduct such action or actions, as the case may be, and such written consent shall be included in the minutes of proceedings of the Board of Directors or committee.

Section 6.6 Quorum. A majority of the Directors shall constitute a quorum. Except as otherwise specifically provided in these Bylaws, the action of a majority of the Directors present at the meeting at which a quorum is in attendance or participating under Section 6.3 shall constitute action by the Board of Directors.

Section 6.7 Absence. Absence from 3 consecutive Board meetings without an excuse deemed valid and so recorded shall be construed as and deemed to be such Director's resignation from the Board. The Chair, in his or her sole discretion, may excuse any absence.

Section 6.8 Removal. The Board of Directors may remove any officer elected or appointed by the Board of Directors by the affirmative vote of at least two-thirds of the whole Board of Directors whenever in its judgment the best interests of the Corporation would be served.

Section 6.9 Open Meetings. The Corporation shall post notice of meetings of its Board of Directors and conduct such meetings in the spirit of openness and transparency. Notices and agendas for all meetings of the Board of the Corporation shall be posted on the website of the Corporation and provided to the San Marcos City Clerk's Office at least 48 hours in advance of the meeting. Members of the public are invited to attend and listen to all non-executive portions of such meetings. The Corporation shall post the minutes and agendas of the meeting within a reasonable time after the minutes are approved. Items eligible for discussion in Executive Session shall include the following: (a) Consultation with Attorney; (b) Deliberation

Regarding Real Property; (c) Deliberation Regarding Contract Being Negotiated; (d) Deliberation Regarding Prospective Gift; (e) Personnel Matters; and (f) Deliberation Regarding Strategies that are Proprietary in Nature.

Article VII
OFFICERS

Section 7.1 Stated Offices. The officers of the Corporation shall include: Chair, Chair-Elect, Past Chair, President, Secretary, and Treasurer. New offices may be created and filled at any meeting of the Board of Directors.

Section 7.2 Election of Officers. The Board of Directors shall elect the Chair, Chair-Elect, Secretary, and Treasurer of the Corporation at the Annual Meeting. Each officer shall remain in office until a successor is duly elected. Except in extenuating circumstances, the positions of Chair and Chair-Elect shall be limited to a term of no more than one year. Under no circumstances, however, shall any Chair or Chair-Elect serve for a term of more than two years.

No later than 30 days prior to each Annual Meeting of the Board of Directors, the Nominating Committee shall present to the Board of Directors the slate of nominated officers for the next ensuing Fiscal Year. Should the Nominating Committee deem necessary, it shall be permitted to modify the slate of nominated officers prior to the Annual Meeting. A final slate of nominated officers shall be submitted to the Board of Directors for election at the Annual Meeting. Upon the presentation of a final slate, any sitting Director may move to amend the slate of nominated officers on the floor for at such Annual Meeting. The final approved slate for officers shall be elected by a vote of not less than two-thirds of the sitting Directors. The newly elected officers shall take office immediately following the close of the meeting at which they are elected.

Section 7.3 Honorary Chair or Co-Chairs. In special recognition of their role and contribution, the Board of Directors, annually and by a vote of 2/3, may designate the Mayor of San Marcos and/or representative from Hays County Commissioners Court to serve as Honorary Chair or Co-Chairs.

Section 7.4 Duties of the Chair. The Chair shall preside at all meetings of the Board of Directors. The Chair will assign persons to committees and shall be an *ex officio* member of all standing committees. The Chair will assist in the formulation and promotion of the programs and activities of the Corporation and its committees. The Chair may sign any deeds, mortgages, bonds contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to come other officer or agent of the Corporation; and in general, shall perform all duties incident to the office of the Chair and such other duties as may be prescribed by the Board from time to time.

Section 7.5 Duties of the Past Chair. The Past Chair shall provide support and guidance to the ongoing success of the Corporation. The Past Chair, should their term expire, shall remain a Director for the year during which they serve as Past Chair.

Section 7.6 Duties of the Chair-Elect. The Chair-Elect will act in the absence of the Chair or in the event of his inability or refusal to act. The Incoming Chair shall perform such other duties as from time to time may be assigned to him or her by the Chair.

Section 7.7 Duties of the Secretary. The Secretary shall cause to be entered in the minute books the minutes of all meetings of the Board of Directors and, when requested, any committees. The Secretary shall maintain all books and papers for the Corporation and shall be responsible for the giving of all notices as required by these Bylaws. The Secretary shall attest such instruments as required by law, resolution or as may customarily be required. The Secretary shall carry out such other reasonable and customary duties incident to the office or as directed by law and the Board of Directors. The Board may designate the President as the Secretary.

Section 7.8 Duties of the Treasurer. The Treasurer shall in cooperation with the President, oversee the receipt and disbursement of all funds deposited in the name of the Corporation. The Treasurer shall present reports of receipts and disbursements to the Board of Directors on a regular basis as determined by the Chair. Checks are to be signed by the Treasurer and the President, or in the absence of either or both, by any two (2) authorized officers. However, the President shall have authority to sign checks for items not exceeding a fixed dollar amount as specified in writing by the Board of Directors from time to time except those made payable to the President. The Treasurer shall cause a monthly financial report to be made to the Board. A petty cash fund not to exceed \$100 may be maintained and disbursed for authorized expenses. A written record of expenses shall be maintained.

Section 7.9 Duties of the President. The Board of Directors may employ an Executive Director who shall be the President and Chief Executive Officer of the Corporation. The President shall have general executive charge, management and control of properties, business and operations of the Corporation with all such powers as may be reasonably incident to such responsibilities, and shall have such other powers as may be assigned to such officer from time to time by the Board of Directors, including, but not limited to:

- (a) attending all meetings of the Board of Directors;
- (b) ensuring that the members of the Board of Directors and other committees are notified of their respective meetings and that accurate minutes are kept of all meetings of the Corporation;
- (c) Keeping an itemized record of all receipts, disbursements and financial transactions of the Corporation in accordance with generally accepted accounting principles or other accounting method approved by the Board of Directors;
- (d) endorsing or cause to be endorsed, in the name and on behalf of the Corporation, all checks, notes and other obligations and shall deposit the same, with monies received by the Corporation, to the credit of the Corporation in such bank or banks or depositories as designated by the Board of Directors;
- (e) serving as the Secretary of the Corporation, if requested by the Board of Directors and performing all duties incidental to the office of Secretary; and

- (f) serving as an ex-officio member of all committees.

The President shall be employed as an “at-will” employee and shall serve at the pleasure of the Board of Directors. The Board of Directors shall establish the compensation and any benefits of the President. Any contract of employment between the Corporation and any person to employ such person as President shall be subject to this Section.

Article VIII.
COMMITTEES

Section 8.1 Nominating Committee. The Nominating Committee consists of not less than seven members, which shall include (i) the Chair, (ii) the Chair-Elect, (iii) one Director, (iv) two Lead Member representatives who are not also Directors, (v) one General Member representative who is not also a Director, and (vi) and one Director, who shall be the Mayor or member of the San Marcos City Council. All members shall be selected and appointed by the Chair no later than 60 days following the Annual Meeting. No member of the Nominating Committee shall serve for more than three consecutive years.

The Nominating Committee shall meet no later than 60 days following the Annual Meeting, and not less than three times in each Fiscal Year. The Nominating Committee shall be responsible for recommending both a slate of Directors and a slate of Officers to the Board for each Fiscal year in accordance with these Bylaws. The Nominating Committee shall present its recommendations at the Annual Meeting. Prior to the presentation of its recommendations and nomination report, the Nominating Committee shall contact each of its nominees and shall determine each nominee’s willingness to serve if elected for the position for which he or she is to be nominated.

Section 8.2 Standing and Special Committees. The Chair may designate one or more standing or special committees, each to have the name, membership, duties and responsibilities designated by the Chair.

Section 8.3 Committee Limitations. No committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the Bylaws; electing, appointing or removing any member of any committee or any Director or officer of the Corporation; amending the Certificate of Formation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation or revoking proceedings therefore; adopting a plan for the distribution of the assets which by its terms provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Directors, of any responsibility imposed on it or him by law.

Section 8.4 Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

Article IX
INDEMNIFICATION

Section 9.1 Indemnification. The Corporation may indemnify any officer or Director of the Corporation to the extent permitted by law and to the extent such officer or Director is acting within such standard of care established under the Texas Business Organizations Code.

Section 9.2 Coverage. The provisions of Section 9.1 shall not be deemed exclusive of any other rights to which any Director, officer or other person may be entitled under any other agreement or pursuant to a vote of the Directors, as a matter of law or otherwise, either as to action in his official capacity or as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person

Article X
CONTRACTS, CHECK, DEPOSITS AND FUNDS

Section 10.1 Contracts. The Board of Directors may authorize any officer or officers or agents of the Corporation, in addition to the officers so authorized by these Bylaws to either into any contract or execute and deliver any instrument in the name of and in behalf of the Corporation with the budget and guidance provided by the Treasurer. Such authority may be general or confirmed to specific instances.

Section 10.2 Checks and Drafts. All check, drafts or order for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agents or agents of the Corporation and in such a manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the President if the expenditure is part of an approved budget or was previously approved by the Board. Unbudgeted expenditures in excess of \$5,000.00 much be approved by the Board of Directors and be signed by an officer of the Corporation or approved agent.

Section 10.3 Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

Section 10.4 Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or device for the general or special purposes of the Corporation.

Article XI
MISCELLANEOUS

Section 11.1 Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board of Directors and shall keep at the registered or principal office a record giving the names and addresses of the Directors entitled to vote. Any Director or his/her agent or attorney may inspect all books and record for any proper purpose at any reasonable time.

Section 11.2 Fiscal Year. The fiscal year of the Corporation shall begin the first day of October and end on the last day in September each year

Section 11.3 Seal. The Board of Directors may adopt a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the words, Greater San Marcos Economic Development Corporation.

Section 11.4 Amendments. These Bylaws may be altered, amended or repealed and new bylaws adopted by a two-thirds majority of the Board of Directors, if 30 days written notice is given of an intention to alter, amend, or repeal these Bylaws or adopt new bylaws at such meeting. Concurrent 30 day written notice shall be submitted to the San Marcos City Clerk, in form identical to that provided under this Section to the Board of Directors.

Section 11.5 Waiver of Notice. Whenever any notice is required to be given under the provisions of the Texas Business Organizations Code or under the provision of the Certificate of Formation of the Corporation or there Bylaws, a wavier there of in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 11.6 Parliamentary Authority. The rules contained in Robert's Rule of Order as amended shall govern the Corporation in every case to which they are applicable and in which they are consistent with these Bylaws.

Section 11.7 Dissolution. In the event of dissolution, the assets of the Corporation will be turned over to one or more organization which themselves are exempt as organizations describe in Section 501 (c)(6) and 170 (c)(2) of the Code, as amended, or corresponding section of any prior or future federal tax code, or to the federal government, or to a state or local government for lawful public purposes.

Section 11.8 Operating Procedures. The Corporation will specifically adhere to any and all existing contractual obligations.

ADOPTED by the Board of Directors of the Greater San Marcos Economic Development Corporation, d/b/a the Greater San Marcos Partnership, on the 9th day of August, 2018.

Dr. Denise Trauth, Chair

ATTEST:

Becky Collins, Secretary



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Andrea Cunningham, City Secretary

Council Meeting Date: August 18, 2020

Agenda Item Wording: Discuss and consider approval of the Appointment of one (1) individual to the TIRZ No. 1 & No. 2 Board for the Hays County Representative seat for an unexpired term of December 31, 2020.

Agenda Item Requestor: Walt Smith, Hays County Commissioner Precinct 4

Summary/Background: *Membership & Description*

The TIRZ Board is a seven-member advisory board comprised of 5 City representatives of which 3 are at-large, 1 is a representative of the Dripping Springs Independent School District, and 1 a representative of the Dripping Springs Community Library District; and 2 representatives of Hays County.

The Board is responsible for making recommendations to the City Council regarding the administration of the TIRZ. The Board makes recommendations regarding TIRZ Project Plans, and expenditures related to development and redevelopment of land within the TIRZ.

Vacancies & Appointment

Due to the resignation of Mike Figer, the Board currently has one vacancy for a representative of Hays County for an unexpired term of December 31, 2020. This seat is appointed by the City Council upon recommendation of the Hays County Commissioners Court. The Commissioners Court will meet on August 11th to approve their recommendation for appointment. A revised staff report will provided to the City Council prior to the regular meeting.

Recommended Council Actions:

1. Approve recommendation of Hays County Commissioners Court; or
2. Deny recommendation and request and alternate candidate(s).

Next Steps/Schedule:

1. Send welcome letter to appointee
2. Update roster and forward to Board
3. Update master list and TIRZ webpage
4. Update agenda template and meeting calendar invite