



City Council & Board of Adjustment Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, Texas

Tuesday, October 01, 2024, at 6:00 PM

AGENDA

CALL TO ORDER & ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 4 Travis Crow

Council Member Place 5 Sherrie Parks

Staff, Consultants, & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

City Attorney Laura Mueller

Deputy City Attorney Aniz Alani

Planning Director Tory Carpenter

People & Communication Director Lisa Sullivan

Parks & Community Services Director Andy Binz

City Secretary Diana Boone

IT Director Jason Weinstock

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

A member of the public that wishes to address the City Council on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the City Council that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak regarding issues not on the agenda and two (2) minutes per item on the agenda and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the City Council must present the documents to the City Secretary or City Attorney providing at least seven (7) copies; if seven (7) copies are not provided, the City Council will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation

of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

PROCLAMATIONS & PRESENTATIONS

Proclamations and Presentations are for discussion purposes only and no action shall be taken.

- 1. A Proclamation of the City of Dripping Springs declaring October 2024 as "Domestic Violence Awareness Month" in the City of Dripping Springs, Texas. Sponsor: Mayor Bill Foulds, Jr.**
- 2. Presentation of Be a Star Awards from DarkSky Texas and Hays County Friends of the Night Sky. Sponsor: Council Member Wade King**
- 3. Presentation on the Hays County Mental Health Court by Judge Elaine Brown and Mental Health Court Administrator Kaimi Mattila . Sponsor: Mayor Pro Tem Manassian**

CONSENT AGENDA

The following items will be acted upon in a single motion and are considered to be ministerial or routine. No separate discussion or action on these items will be held unless pulled at the request of a member of the City Council or City staff.

- 4. Approval of the September 17, 2024 City Council meeting minutes.**
- 5. Approval of the nomination of Deputy City Administrator Shawn Cox to the Greater San Marcos Partnership Nominations Committee to represent the City of Dripping Springs on the Board. Sponsor: Mayor Bill Foulds, Jr.**
- 6. Approval of an Audit Engagement Letter with Whitley Penn for the Fiscal Year 2024 Audit.**
- 7. Approval of a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Rob Shelton Blvd. Street and Drainage Improvements at PDD-11. Applicant: AHC Dripping Springs**
- 8. Approval to authorize City Staff to exceed \$50,000.00 worth of purchases from Chuck Nash for the Purchase of two half-ton pickup trucks approved in the FY-2025 Budget. Sponsor: Mayor Bill Foulds**

BUSINESS AGENDA

- 9. Discuss and consider termination of Sign Permit for Citgo pole sign located at Dripping Springs Grocery, 601 Hwy 290 W. Sponsor: Mayor Bill Foulds, Jr.**
- 10. Discuss and consider approval of a Lease Agreement with Veterans of Foreign Wars (VFW) Post 2933 and American Legion Post 290 for use of the "Triangle" at Veterans Memorial Park. Sponsor: Mayor Pro Tem Taline Manassian**

- 11. Discuss and consider approval of Job Descriptions for Assistant Parks & Community Services Director, Assistant Park Maintenance Manager, and Human Resource Director, and approval of a revised job description for the People & Communications Director. Sponsor: Mayor Pro Tem Taline Manassian**
- 12. Discuss and consider approval of an Agreement for SCADA for Lift Stations, Arrowhead Plant, and Reuse Facility. Sponsor: Mayor Bill Foulds, Jr.**

CLOSED SESSION

The City Council has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

- 13. Consultation with attorney related to legal issues and options regarding the Dripping Springs Mountain Bike Club. 551.071, Consultation with Attorney**
- 14. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service, Wastewater Fees, Wastewater Infrastructure Agreements, facility liability coverage, and related items. Consultation with Attorney, 551.071**
- 15. Consultation with Attorney and Deliberation Regarding Real Property related to TIRZ Priority Projects. Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072**

UPCOMING MEETINGS at

Dripping Springs ISD Center for Learning and Leadership - Maple Room, 300 Sportsplex Drive

City Council & Board of Adjustment Meetings

October 15, 2024, at 6:00 p.m.

November 5, 2024, at 6:00 p.m.

November 19, 2024, at 6:00 p.m.

Board, Commission, & Committee Meetings

Historic Preservation Commission October 3, 2024, at 4:00 p.m.

TIRZ No. 1 & No. 2 Board October 7, 2024, at 4:00 p.m.

DSRP Board October 9, 2024, at 11:00 a.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

*I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, www.cityofdrippingsprings.com, on **September 27, 2024 at 2:30 p.m.***

Diana Boone, City Secretary

This facility is wheelchair accessible. Accessible parking spaces are available. Request for auxiliary aids and services must be made 48 hours prior to this meeting by calling (512) 858-4725.



**PROCLAMATION
OF THE CITY OF DRIPPING SPRINGS
PROCLAIMING THE MONTH OF OCTOBER 2024 AS**

“NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH”

WHEREAS, the crime of domestic violence violates the basic human rights of safety and dignity, and 216 Texans were killed in an intimate partner homicide including 179 women and 37 men.

WHEREAS, the problem of domestic violence is not confined to any group of people, but cut across all economic, racial, gender and societal barriers; and

WHEREAS, the impact of domestic violence and teen dating violence directly affects individuals and communities when society ignores or tolerates violence in relationships; and

WHEREAS, last year HCWC provided face-to-face services to over 1,044 local victims of domestic violence and provided 7,438 days of shelter: and

WHEREAS, last year HCWC provided these direct services to 13 victims from The City of Dripping Springs, and

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

That October 2024 shall hereafter be known as “National Domestic Violence Awareness Month” in Dripping Springs, Hays County, Texas.

The City of Dripping Springs City Council encourages all citizens and businesses to work together with HCWC and local partners to bring an end to domestic violence 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 78620

Submitted By: Michelle Fischer, City Administrator

Council Meeting Date: October 1, 2024

Agenda Item Wording: **Presentation of Be a Star Awards from DarkSky Texas and Hays County Friends of the Night Sky.** *Sponsor: Council Member Wade King*

Agenda Item Requestor: Michelle Fischer, City Administrator

Summary/Background: DarkSky Texas in partnership with the Hays County Friends of the Night Sky administers the **Be A Star Award Program**. The **Be A Star Award** rewards landowners who contribute to conservation efforts by protecting the night sky. To earn it, they use outdoor lighting that eliminates glare, light trespass, and other forms of light pollution, while at the same time helping them see better on their property. These properties shield and reduce lighting to provide nature and neighbors with night-skies friendly lighting.

If a property complies with the City's Lighting Ordinance, it complies with the requirements of the **Be A Star Award**. The award is a way to recognize properties for their compliance beyond the City's approval of a lighting plan or issuance of a certificate of occupancy.

Many projects in the city's extraterritorial jurisdiction voluntarily comply with the Lighting Ordinance or are required to comply through a development agreement or condition of approval. The **Be A Star Award** is a nice way to recognize these projects that would otherwise not have to comply with the Lighting Ordinance.

The City nominated the properties receiving the **Be A Star Award** during the City Council meeting. These properties are good examples of well done lighting and by recognizing them, we hope to raise awareness of the City's Lighting Ordinance and night sky program, the **Be A Star Award Program**, DarkSky Texas, and the Hays County Friends of the Night Sky.

The following businesses are receiving the Be A Star Award: Big Sky Ranch Amenity Center; Drip Dental; Fairlane; Heritage; HTeaO; Meritage Model Home; MI Model Home; Natkhat Flavors; Sawyer Crossing 7; Sawyer Crossing 8; Tri Point Home; and Parten Ranch Amenity Center.

Attachments: Be A Star Award Application and information card.

Next Steps/Schedule: Issue a press release on the awards.

Overview

The Mental Health Court (MHC) is a 12-15 month program, three-phased, specialized treatment court designed to address the unique needs of individuals with mental health, substance use, and intellectual/developmental disability disorders who are also facing pending legal charges.

MHC provides a structured link between treatment, rehabilitation, social support services, and the criminal justice system to promote self-sufficiency, accountability, holistic wellness, empowerment, and successful recovery.



For additional information on the Mental Health Court Program please contact:

Kaimi Mattila, LCSW
Mental Health Court Administrator
512-757-0795 (text or call)
E: kaimi.mattila@co.hays.tx.us

Samantha Vandenberg
Mental Health Court Caseworker
512-738-3072(text or call)
E: samantha.vandenberg@co.hays.tx.us

Hays County Mental Health Court | Hays
County (hayscountytexas.com)



Program Goals

- Early identification of individuals at incarceration and at all intercept points of the criminal justice system
- Identification and coordination of access to treatment, transportation, housing, and support services for inmates facing mental health, substance use, and IDD disorders.
- Ensure that clinically appropriate services are provided to individuals with mental health challenges and that effective program evaluation and outcome measurements are used to gauge the effectiveness of the program.
- Collaborate and establish partnerships with other community agencies that will expand the availability of services and resources.
- Increase treatment compliance of the Mental Health Court participants through judicial monitoring, intensive case management, and supervision.

Hays County

Item # 3.



Judge Elaine Brown

**Hays County Court-at-Law
712 S. Stagecoach Trail
San Marcos, Texas 78666**

Criteria

Defendants may be eligible for MHC if they have an active misdemeanor or felony case and are diagnosed with a mental health, substance use, or IDD disorder.

- Hays County Resident (case by case basis if out of county)
- 17 years of age or older
- Diagnosed with a mental health disorder such as Schizophrenia, Schizoaffective Disorder, Major Depressive Disorder, Generalized Anxiety Disorder, and Post-Traumatic Stress Disorder. Substance Use disorders and intellectual and developmental disabilities are also diagnoses that are considered for MHC. Misdemeanor or
- Felony Offense(s)
- Link between the mental health/substance use/ IDD Disorder and the current offense
- Assaultive offenses will be considered on a case-by-case basis.
- No past or current charge of a sex offense
- No substantial history of violent offenses
- Competent
- Pre- or Post-Adjudication

Referrals

The Mental Health Court accepts referrals from all sources, including judges, defense attorneys, probation officers, the jail, treatment providers or family members.

The Hays County Mental Health Court webpage is now active and contains links for Referral Submission and an Attorney Permission Authorization Form.

Hays County Mental Health Court | Hays County (hayscountytexas.com)

Screening & Acceptance

Clinical screenings are conducted at the MHC office or with inmates at the jail. At the screening appointment, the requirements and expectations of the MHC are explained, and participant agreement will be reviewed. If the defendant is eligible and agrees to participate in mental health and/or substance use treatment and agrees to comply with medications, the referral process will continue.

- Defendant must agree to sign an Authorization for Disclosure to allow MHC staff to coordinate referrals and request regular updates from treatment providers.
- A request will be submitted to our Mental Health Treatment Provider for an evaluation. Clinical Staff will determine the appropriate diagnosis and treatment recommended.
- Case will be staffed with the Mental Health Court team for placement into the MHC.
- The case continues through the normal judicial process if the defendant is NOT accepted.

Program Participation

The length of participation is a minimum 12 months. Program length may differ for each participant and is directly related to the offense, individual progress toward treatment plan goals and compliance with MHC requirements and conditions.

Successful Program Completion Includes:

- Stabilized mental health condition with medication compliance.
- Abstinence from drugs and alcohol
- Successful completion of mental health and substance abuse treatment plan goals
- Compliance with court orders, conditions of probation, and program requirements.
- Mental Health Court docket is twice a month on Mondays. Frequency of court appearances is determined by the phase a participant is in and the progress being made in treatment and with probation conditions.

Mental Health Court Team

Item # 3.

Kaimi Mattila, Mental Health Court

Administrator

Samantha Vandenberg, Mental Health Court

Case Worker

Contact Information

Hays County Court-at-Law Office
Address: 712 South Stagecoach Trail San Marcos, Texas 78666
Phone: 512.393.7625

Kaimi Mattila: Mental Health Court Administrator
Phone: 512-757-0795 (text or call)
Email: kaimi.mattila@co.hays.tx.us

Samantha Vandenberg: Mental Health Court Case Worker
Phone: 512-738-3072
Email: samantha.vandenberg@co.hays.tx.us



Mental Health Court NEWSLETTER



Item # 3.

Hays County

THIS QUARTER'S REPORT

May - August 2024

Summer 2024 Commencement Recap



The Mental Health Court has a 94% success rate and 0% recidivism rate for our graduates! 15 individuals have graduated from the program so far, with 7 more planned to graduate in December.

Mental Health Court's Summer Commencement Ceremony was held August 26, 2024 with approximately 80 people in attendance. The court celebrated 5 participant's successful completion of the program. The court hosted 5 guest speakers, heard inspirational speeches from the graduates, the Judge provided graduation certificates and a personalized gift to acknowledge each graduate. We wrapped up the celebration with refreshments, a visit from a therapy dog team, and photo backdrop,



Congratulations to our class of graduates! The Mental Health Court team and community are proud of you and your accomplishments.

Quotes from the Graduates:



"I've learned I am stronger than I thought I was. I am stronger than I was before. I was living underneath the bridge. I didn't have anything. I didn't know where I was going to go. I didn't know how I was going to put down that bottle of alcohol, and slowly through this Mental Health Court, I broke free of all of those chains. I'm not on alcohol anymore. I'm not on drugs anymore. I've got a house. I've got a life."

-Richard C.

"I've gained better reactions to certain things like learning to regulate anger and frustration, improving communication, engaging in positive hobbies and advocating for my needs."

-Alex S.

"I've realized that hard things don't last forever. I've made it through a very difficult period in my life. I'm very proud of myself for doing that."

-Tre S.

UPCOMING EVENTS

Item # 3.

Want to learn more about the Hays County Mental Health Court?

Join us for our next virtual Informational session!



Tuesday October 22nd
3:00pm - 4:00pm

Monday November 18th
3:00 - 4:00 pm

Thursday December 19th
3:00 - 4:00 pm



RECENT EVENTS

Item # 3.



Judge Elaine Brown was invited to speak for a Community Mental Health Panel for the Homeless Coalition of Hays County at Barnabas Connection. During this panel Judge Brown shared about the Mental Health Court program, the benefits it provides to the community and court participants, as well as the mission and goal of the specialty court program, and answered questions from the audience. Other panelists include NAMI, San Marcos PD Mental Health Unit, Hays County Veterans Services Office, and Hill Country MHMR.

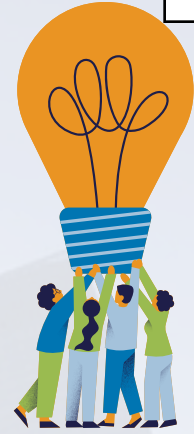


Court Administrator Kaimi Mattila and Court Caseworker Tyler Staton provided a presentation to the Hays County Sheriff's Department during a Crisis Intervention Training for local law enforcement officers on August 15th.

The presentation on the Mental Health Court included the program's criteria, referral process, structure, services provided, program evaluation and success stories from the program. LEO's frequently provide referrals and crisis support to the Mental Health Court so it is essential we inform them about MHC, that it is a resource to the community, and how to make referrals.



Pictured to the left is Deborah Wotring and Katelyn Rosales with ICON and Court Administrator Kaimi Mattila providing a joint presentation on Mental Health Court and community services for the San Marcos Police Department.



Court Administrator Kaimi Mattila attended the Harris County Mindful Justice Conference in Houston, Texas on June 6th and 7th to learn about racial and health disparities within the criminal justice system and how to combat these issues.

After attending this conference a new clinical scale was added to our intake process, called the ACES. ACES stands for Adverse Childhood Experiences. This questionnaire was used to assess participants in the original Adverse Childhood Experiences study, conducted by CDC and Kaiser Permanente and published in 1998. This widely used and validated tool is used by trained providers to measure the impact of childhood abuse and neglect upon health and well-being.



May of 2024, our previous intern Emma completed her internship with the county and graduated with Master of Social Work from Texas State University! We wish her the best in her future endeavors. We appreciate all that she has done to support the court and court participants.



STAFF SPOTLIGHT

Item # 3.



Tyler Staton
Court Case Worker

This July we welcomed a new member to our mental health court staff, Tyler Staton. Tyler holds a Master of Psychological Research and a Bachelor of Psychology and work experience in recovery and treatment services. We are excited that Tyler has joined our team and is a wonderful asset to the Mental Health Court as the Court Case Worker. Tyler's role includes engagement with the court participants, completing mental health assessments, assisting with program evaluation, community referrals and engagement, as well as ensuring all court participants have appropriate mental health services and treatment.

"I am very excited to work for and help grow Mental Health Court for the community."

This fall, Mental Health Court is hosting two interns from the Master of Social Work program at Texas State University. Jerrod J. and Kaegyn S. will be interning from August to December to support Mental Health Court functions. We are delighted to have them!



Jerrod J.
MSW Intern

"I am happy for the opportunity to grow and learn with such great minds that are intertwined inside the Hays County Mental Health Court. I'm excited for all of the learning opportunities, and to grow and shine as a Social Worker" - Jerrod J.

"I'm most excited to work with a population who is often times overlooked within the criminal justice system. I'm also excited to see the growth within the court participants!" - Kaegyn S.



Kaegyn S.
MSW Intern

Hays County Mental Health Court

JUDGE ELAINE BROWN

COUNTY COURT AT LAW #3

KAIMI MATTILA, LCSW-S

MENTAL HEALTH COURT ADMINISTRATOR



Topics



01 Prevalence of
Mental Illness
and CJ System

02 Mental Health
Courts

03 Effectiveness, Cost
Savings, and
Statistics

04 Program
Evaluation

05 Criteria, Referral
Process, Program
Structure

06 Graduate
Testimonies and
Success Stories

Prevalence of Mental Illness

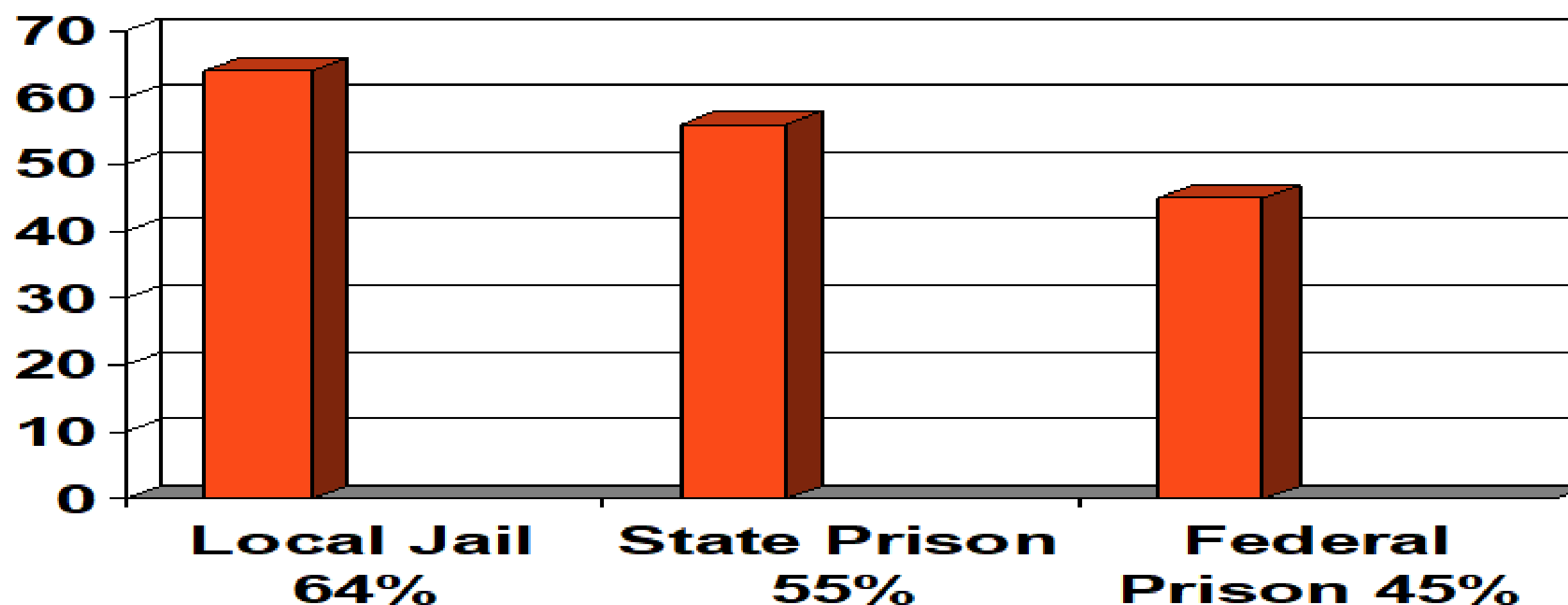
- 19.86% of adults are experiencing a mental illness. Equivalent to nearly **50 million Americans**.
- 4.91% are experiencing a severe mental illness.

17.17% of Texans have a diagnosable mental health disorder, which accounts to 3,602,000 people.

Resource: [Mental Health America International.org](https://www.mentalhealthamericainternational.org/)



Prevalence of Severe Mental Illness in the Justice System



[INC.HTTPS://WWW.NCSC.ORG/___DATA/ASSETS/PDF_FILE/0017/38024/MH_AND_CRIMINAL_JUSTICE_FACT_SHEET.PDF](https://www.ncsc.org/__DATA/ASSETS/PDF_FILE/0017/38024/MH_AND_CRIMINAL_JUSTICE_FACT_SHEET.PDF)

What is a Mental Health Court?



- A specialty treatment court with the goal of linking justice involved individuals to long term community-based treatment and rehabilitation.
- Mental health courts share the following goals:
 - improve public safety by reducing criminal recidivism
 - improve the quality of life of people with mental illnesses and their participation in effective treatment
 - providing an alternative to incarceration
- MHC Team Members include: the Judge, Court Administrator, Court Caseworker, Prosecution, Attorneys, Community Supervision, and Treatment Providers who regularly meet to staff incoming court participants, current court participants, as well as attending court hearings, commencements, and trainings

9 Key Components of a Successful Mental Health Court

Item # 3.

1. The integration of mental illness/IDD treatment services in the processing of cases in the judicial system
2. The use of a non-adversarial approach to promote public safety/protect due process rights
3. Early identification
4. Access to evidence based services and treatment
5. Ongoing judicial interaction and accountability
6. Diversion to treatment
7. Monitoring and evaluation of program goals/effectiveness
8. Continuing interdisciplinary education to ensure best practices
9. Development of partnerships with public agencies/community orgs

Resource: <https://texasjcmh.gov/media/czaoapye/mhc-the-10-step-guide.pdf>

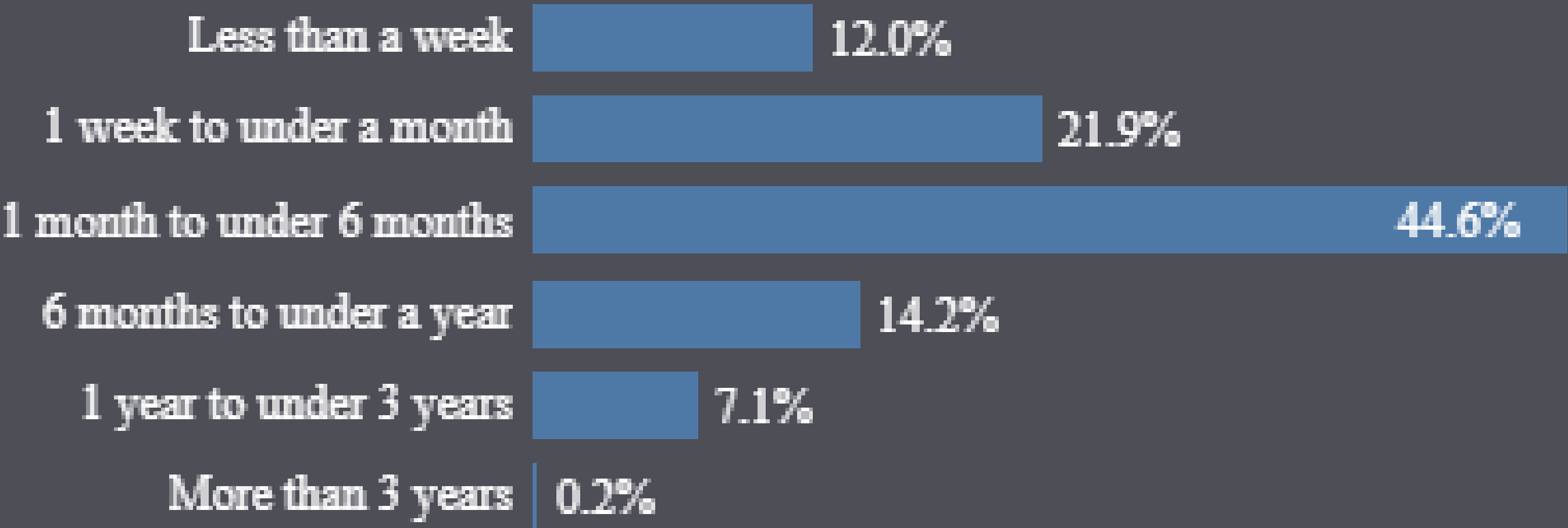
Cost Savings and Statistics



incarceration at Hays County Jail	\$130.55 per night
inpatient hospitalization for uninsured individual	\$3,060.00 per night

Pretrial Length of Stay

On May 1, 2024, the median length of stay for people held pretrial was 54 days.

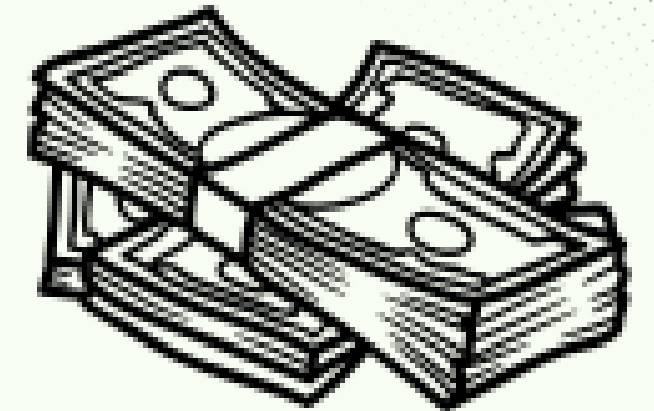


Let's compare...

Item # 3.



- 1 month for one person in the county jail for 30 days costs \$3,916.50
- 2 months in the county jail costs \$7,833.00
- 3 months in the county jail costs \$11,749.50
- 4 months in the county jail costs \$15,666
- 5 months in the county jail costs \$19,582.50
- 6 months in the county jail costs \$23,499.00



1 whole year in jail = \$46,998.

Let's say each court participant (35 people) spent 4 months in jail (instead of being in the court program) that is \$548, 310, and no underlying issues are being addressed.

Hays County MHC has spent to date \$84,000 to link 35 people to treatment, saving the county \$464,310 through this program.

Mental Health Court Effectiveness



- Participants in mental health courts have lower rates of recidivism—and, in particular, are less likely to be arrested for new crimes—than individuals with mental illnesses who go through the traditional criminal court system. Empirical evidence shows this trend continues after graduation when individuals are no longer under court supervision.
- Mental health courts are more effective than the traditional court system and jails at connecting participants with mental health treatment services.
- Over time, mental health courts save money through reduced recidivism and the associated jail and court costs that are avoided, and also through decreased use of the most expensive treatment options, such as inpatient care.

Reosource:

https://bja.ojp.gov/sites/g/files/xyckuh186/files/Publications/CSG_MHC_Research.pdf

- There is research to suggest that the criminal justice outcomes of mental health court participants who graduate are better than those of individuals who start but do not complete the program or whose cases are processed by the traditional court system.
- There is empirical evidence to support that, when compared with participants' mental health status before enrollment, mental health courts have a positive effect on participants' mental health.

Resource:

https://bja.ojp.gov/sites/g/files/xyckuh186/files/Publications/CSG_MHC_Research.pdf

Program Evaluation

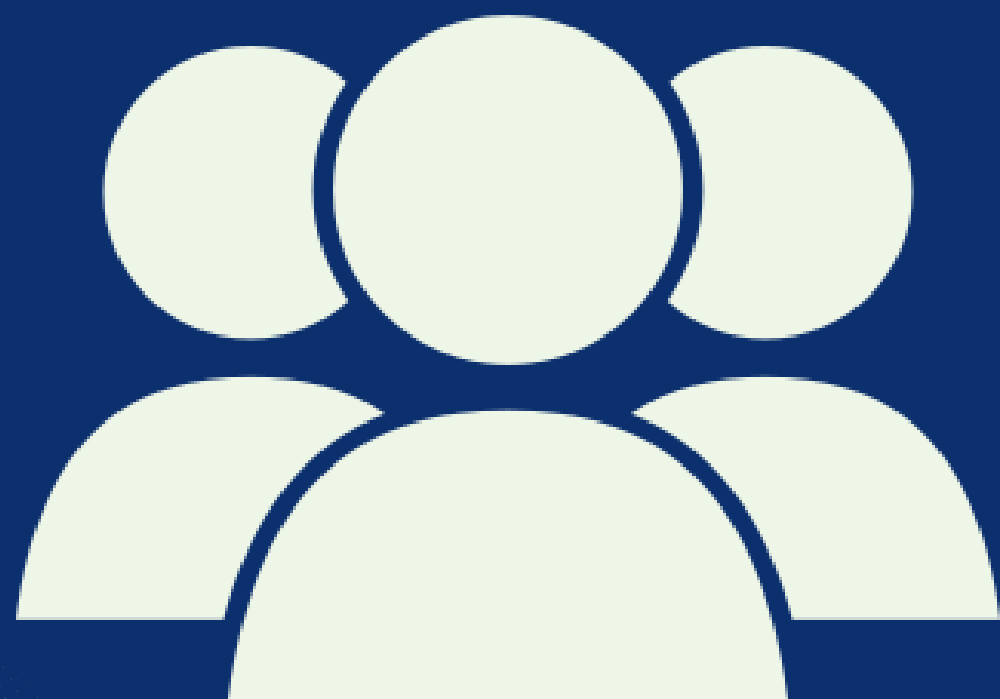
- Recidivism Rate - 0% - no court graduate has picked up new misdemeanor or felony charge in Hays County
- Success Rate is 93%. 40 out of the 43 individuals admitted into the court program have graduated or are currently compliant in the court program at this time. We have 25 participants in the program currently and have graduated 15 participants from the program. We have another class of graduates later this month.

We also look at other indicators of success:

- *Clinical scales are conducted during each phase of the program and after the program measuring symptomology and self reported resiliency
- *Phase promotion reflection forms are completed at each promotion phase and before graduation as are anonymous feedback surveys. All court participants report being satisfied with the court programs services and have found it to be beneficial for them.
- *Anonymous feedback surveys are administered throughout the program and all have come back with positive results and comments from the court participants. We strive to encourage an environment that is supportive of recovery and meets people where they are in their mental wellness journey and will continue to create this for all court participants.

Criteria and Target Population

Criteria



- 17 years of age or older
- Diagnosis of primary mental health disorder, secondary disorder could be co-occurring substance use disorder or intellectual/developmental disability
- Pending misdemeanor or felony charge within Hays County
- Live in Hays County, if out of county this on a case by case basis
- Nexus between MH disorder and pending charge

Disqualifying Criteria

- Crimes of a sexual nature
- Continuous violence

Referral Process

1

Referral to MHC

2

Referral Email
w/ Attorney and DA

3

MHC Conducts
Initial Screening

4

3rd Party MH
Assessment

5

Staffing to
Determine Eligibility

Admittance to
MHC Program



Program Structure



Commencement Ceremonies



Commencement Ceremonies



These are their stories...

Item # 3.

What have you learned about yourself so far?

After experiencing my two mental breakdowns in 2020 and 2021, my life is returning to normal again. I'm becoming myself again.

SB

What have gained from participating in Mental Health Court up to this point?

Confidence, motivation, & MHC has kept me out of trouble & on the right track. My family relationship has been great since years.

What have you learned about yourself so far?

I am a lot stronger than I think I am.

KW

What struggles have you encountered during your time in the program and how have you overcome those struggles?

Becoming a new parent but utilized support systems

What do you plan to work on/accomplish in the next phase?

Getting ready for MHC graduation & school graduation.

AW



I have gained security and stability. I have gained a great team through the mental health court program who have been there for me. I have gained some great accomplishments out of this experience such as getting things done, going to counseling, and be able to have tough conversations.

AW

Item # 3.

What have you learned about yourself so far?

you can be happy & enjoy life without substances.

CA

What have gained from participating in Mental Health Court up to this point? Knowledge and finding myself again. Also to know it is OK to ask for help.

What advances have you made in treatment? Using my tools in my toolbox when needed to further my success in my life.

What struggles have you encountered during your time in the program and how have you overcome those struggles? Finding out my mother has cancer. I have overcome them by reaching out to my support group and not letting my mind set me back into my old comfort zone.

J
C

Success Story

- JR is 50 year old court participant who was chronically unhoused for 12 years in San Marcos. He lives with schizophrenia and has struggled with sobriety with multiple substances. Since being in the program those challenges continued and JR admitted to detox, rehab twice, and graduated from IOP (Intensive Outpatient Program)
- JR was awarded an emergency housing voucher last year and moved into his apartment in Kyle right before Christmas. His case worker applied for benefits, insurance, and backpay which he was approved for. JR remained engaged and supported through the court program despite his struggles with his sobriety and mental illness. JR graduated officially from the program in June and we will be celebrating his accomplishments this month for the Summer commencement!

“

“I know I was resistant and did not believe that they are really gonna help you and not let you down. You know when we were walking to court. You said I’m not your enemy, I’m here for you and you just have to trust me. I told you I would commit to this and I trusted you. Thanks for not hurting me.” Text Message from JR to MHCA

“I told you I’m going to need support from ya’ll and the community. I told you I trust you. I’m far from perfect. I just know how to keep my word. Let’s keep working together. I can keep my word. I’m just overwhelmed, it’s like I never have to sleep outside again. Enjoy our victory.” - Text Message from JR to MHCA

”

County Wide Mental Health Coordination

Led by Judge Elaine Brown and Chief Stan Standridge (SMPD) to address the Criminal Justice/MH intersect

- Attendees include County stakeholders, MHC, LMHA, Law Enforcement, Jail Staff and Administrators, Judges, PDO office, EMS, and DA Office

Behavioral Advisory Team (BAT)

MH Initiatives of BAT

- Jail Diversion/MH Facility
- Competency Restoration
- Improved Data Sharing
- Improved 911 Response to Crises

Hays Health Department - Peyton Wagner and Matthew Gonzales coordinate and facilitate Adult and Youth MH Workgroups.

- Attendees include community organizations, social service providers, local substance use and mental health organizations that are working towards goals shared by each workgroup to address Adult and Youth Mental Health respectively.

Mental Health Youth Workgroup

Mental Health Adult Workgroup

MHCC

Mental Health Coordinating Committee

- Operates to identify potential funding sources and to coordinate the efforts of the other groups to identify and increase access to mental health resources
- Attendees include representatives and stakeholders from each city in Hays and the county, and chairs from the BAT, Adult Workgroup and Youth Workgroup

Thank you!

Please contact Kaimi Mattila, Court Administrator
kaimi.mattila@co.hays.tx.us
or 512-757-0795



City Council Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, Texas

Tuesday, September 17, 2024, at 6:00 PM

MINUTES

CALL TO ORDER & ROLL CALL

With a quorum of City Council members present, Mayor Foulds called the meeting to order at 6:01 p.m.

City Council Members Present:

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 4 Travis Crow

Council Member Place 5 Sherrie Parks

City Council Members Absent:

Council Member Place 3 Geoffrey Tahuahua

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

City Attorney Laura Mueller

Deputy City Attorney Aniz Alani

City Secretary Diana Boone

Parks & Community Services Director Andy Binz

DSRP Manager Emily Nelson

IT Director Jason Weinstock

Planning Director Tory Carpenter

Visitors Bureau Manager Pam King

City Engineer Chad Gilpin

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Wade King.

PRESENTATION OF CITIZENS

A member of the public that wishes to address the City Council on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the City Council that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak regarding issues not on the

agenda and two (2) minutes per item on the agenda and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the City Council must present the documents to the City Secretary or City Attorney providing at least seven (7) copies; if seven (7) copies are not provided, the City Council will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

No one spoke during the Presentation of Citizens.

CONSENT AGENDA

The following items will be acted upon in a single motion and are considered to be ministerial or routine. No separate discussion or action on these items will be held unless pulled at the request of a member of the City Council or City staff.

1. Approval of the September 3, 2024 City Council regular meeting minutes.

A motion to approve the September 3, 2024 minutes was made by Council Member Parks and seconded by Council Member Crow.

The motion to approve carried 2 to 0, with Council Member King and Mayor Pro Tem Manassian abstaining.

2. Approval of the appointment of Kathy Boydstone for a term ending September 30, 2025, and the reappointment of Todd Purcell, Terry Polk, and Penny Reeves to the Dripping Springs Ranch Park Board for a term ending September 30, 2026, and the reappointment of Todd Purcell as Committee Chair for a term of one (1) year term.

3. Approval of 2025 City of Dripping Springs Holiday Calendar. Sponsor: Mayor Bill Foulds, Jr.

4. Discuss and consider approval of a Temporary Street Closure Permit Application from the Dripping Springs Visitors Bureau to close portions of Mercer Street, San Marcos Street, and Old Fitzhugh Road on the weekend of October 18-20, 2024. Sponsor: Council Member Sherrie Parks.

5. Approval of the August 2024 City Treasurer's Report.

6. Approval of Amendment No. 3 to the existing Professional Services Agreement between the City of Dripping Springs and Architexas for Full Architectural Services to update the Stephenson Building Construction Documents based on council approved value engineering proposals and authorize staff to finalize amendment. Sponsor: Mayor Pro Tem Taline Manassian

A motion to approve Consent Agenda items 2 - 6 was made by Mayor Pro Tem Manassian and seconded by Council Member Crow. The motion to approve carried unanimously 4 to 0.

BUSINESS AGENDA

- 7. Public Hearing, Presentation, and Possible Action on an Ordinance Levying Special Assessments for, and Apportioning the Costs of, Certain Improvements to Property in and for the Heritage Public Improvement District Improvement Area #2; Fixing a Charge and Lien against all properties within Improvement Area #2 of the District, and the Owners Thereof; Providing for the Manner and Method of Collection of Such Assessments; Providing for Penalties and Interest on Delinquent Assessments; Making a Finding of Special Benefit to Property in the District and the Real and True Owners Thereof; Approving a Service and Assessment Plan; Providing a Severability Clause; and Providing an Effective Date.**

a. Staff Report

Jorge Delgado with Hilltop Securities presented agenda items 7.

b. Public Hearing

No one spoke during the Public Hearing.

c. Ordinance

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Crow, to approve the Ordinance listed as item 7.

The motion to approve carried unanimously 4 to 0.

- 8. Discuss and consider approval of an Ordinance Authorizing the Issuance of the "City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2024 (Heritage Public Improvement District Improvement Area #2 Project)"; Approving and Authorizing an Indenture of Trust, a Bond Purchase Agreement, an Offering Memorandum, a Continuing Disclosure Agreement and other Agreements and Documents in Connection therewith; Making Findings with Respect to the Issuance of such Bonds; and Providing an Effective Date.**

a. Staff Report

Jorge Delgado with Hilltop Securities presented agenda item 8

b. Public Hearing

No one spoke during the Public Hearing.

c. Ordinance

A motion was made by Council Member Crow and seconded by Council Member Parks, to approve item 8 on the agenda.

The motion to approve carried unanimously 4 to 0.

9. Presentation regarding the proposed Municipal Budget for Fiscal Year 2025.

This item was presented by Deputy City Administrator Shawn Cox. Presentation is on file. No action was taken.

10. Public hearing and consideration of approval of an Ordinance of the City of Dripping Springs, Texas, amending the 2023-2024 Fiscal Year Municipal Budget; funding municipal services and authorizing expenditures.

a. Staff Report

The Staff Report was presented by Deputy City Administrator Shawn Cox. Presentation is on file.

b. Public Hearing

No one spoke during the Public Hearing.

c. Budget Ordinance

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Crow, to approve the Ordinance amending the 2023-24 budget, including the change in the line item related to City Hall improvements from \$10,000 to \$25,000 on page 2 of 19 in the agenda packet.

The motion to approve carried unanimously 4 to 0.

11. Public hearing and consideration of approval regarding an Ordinance of the City of Dripping Springs, Texas, adopting the 2024-2025 Fiscal Year Municipal Budget; funding municipal services and authorizing expenditures.

a. Staff Report

The Staff Report was presented by Deputy City Administrator Shawn Cox. Staff recommends approval. Presentation is on file.

b. Public Hearing

No one spoke during the Public Hearing.

c. Budget Ordinance

A motion was made by Council Member Crow and seconded by Council Member Parks, to approve the Ordinance adopting the 2024-2025 Fiscal Year Municipal Budget, funding municipal services and authorizing expenditures with staff recommendation, minus \$15,000.

Roll Call Vote of Council Members Present:

YES Mayor Pro Tem Manassian

YES Council Member Crow

YES Council Member Parks

YES Council Member King

The motion to approve carried unanimously 4 to 0,

12. Public hearing and consideration of approval of an Ordinance setting the ~~2023~~ 2024 Ad Valorem Tax and Levy at One Thousand Seven Hundred Ninety-Four Ten Thousands Cents (\$0.1794) per one hundred (\$100.00) of assessed valuation of all taxable property within the Corporate City Limits.

a. Staff Report

The Staff Report was presented by Deputy City Administrator Shawn Cox. Presentation is on file.

b. Public Hearing

No one spoke during the Public Hearing.

c. Tax Rate Ordinance

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Crow, that the property tax rate be increased by the adoption of the maintenance and operations tax rate at \$0.1794 per \$100.00 of assessed valuation which is effectively a 5.14% increase in the tax rate.

Roll Call Vote of Council Members Present:

YES Mayor Pro Tem Manassian

YES Council Member Crow

YES Council Member Parks

YES Council Member King

The motion carried unanimously 4 to 0.

13. Discuss and consider approval of a Resolution ratifying the Municipal Budget for Fiscal Year 2024-2025; funding municipal purposes; authorizing expenditures; filing of budget; repealer; severability; effective date; and proper notice.

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Crow to approve the Resolution of the City of Dripping Springs, Texas, ratifying the Municipal Budget for Fiscal Year 2024-2025, reflecting this budget is based on raising more revenue from property taxes than the previous year.

Roll Call Vote of Council Members Present:

YES Mayor Pro Tem Manassian
YES Council Member Crow
YES Council Member Parks
YES Council Member King

The motion to approve carried unanimously 4 to 0.

14. Discuss and consider approval of CUP2024-005: A Conditional Use Permit for a Wireless Transmission Facility at 27320 Ranch Road 12. Applicant: Vincent Huebinger, Vincent Gerard & Associates

a. Applicant Presentation

This item was presented by Vincent Huebinger with Vincent Gerard & Associates representing the landowner. Presentation is on file.

b. Staff Report

Staff is recommending approval with the following conditions:

1. The stealth design of the WTF shall be generally consistent with the broadleaf tree design provided by the applicant.
2. The height of the tower shall be no more than 100 feet.
3. Prior to any site construction, the applicant must receive staff approval of the site development permit.

d. Planning & Zoning Commission Report

The Planning & Zoning Commission recommended approval of this request with staff recommended conditions.

d. Public Hearing

No one spoke during the Public Hearing.

e. Conditional Use Permit

A motion was made by Council Member King and seconded by Mayor Pro Tem Manassian, to approve the Conditional Use Permit for a wireless transmission facility as outlined and described in item 14.

The motion to approve carried 3 to 1 with Council Member Crow voting nay.

15. Discuss and consider approval of CUP2024-004: A Conditional Use Permit to allow a mobile food vendor at 121 Mercer Street. Applicant: Jeff Carman, Meaty Boys BBQ

a. Applicant Presentation

Applicant Jeff Carman was present to answer questions.

b. Staff Report

Staff recommends approval with the following conditions:

1. The applicant shall submit a site development permit prior to any additional site improvements.
2. The food truck must meet all setback requirements.
3. Hours of operation are limited to between 6:00am and 11:00pm.
4. Trash receptacles shall be provided for customer use.
5. The applicant must submit a site development permit for all on-site improvements.
6. The Conditional Use Permit shall be reconsidered by City Council within two years of its effective date.
7. The permit shall become effective with the issuance of the building permit.

c. Planning & Zoning Commission Report

The Planning & Zoning Commission recommends denial of the request.

d. Public Hearing

DJ Smith spoke in favor of the mobile food truck vendor on the property.

e. Conditional Use Permit

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member King, to ask the Planning & Zoning Commission to revisit this item with the project represented and able to speak at the meeting.

The motion carried unanimously 4 to 0.

16. Discuss and consider approval of the selection of a bidder for the City Hall Renovations and authorize staff to enter into agreement with selected bidder. Sponsor: Mayor Bill Foulds, Jr.

This item was presented by Deputy City Administrator Shawn Cox. The RFP was issued on August 2024. There were 5 proposals submitted and the Review Committee is recommending Jonestar Construction, LLC as the contactor.

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Parks, to approve the selection of Jonestar Construction for City Hall renovations and authorize city staff to enter into an agreement with them.

The motion to approve carried unanimously 4 to 0.

- 17. Public Hearing and consideration of an Ordinance of the City of Dripping Springs, Texas amending the Code of Ordinances, Chapter 24: Building Regulations: Article 24.02. Technical and Construction Codes and Standards: Division 2. Residential Building Code, and Division 3. Commercial Building Code and Existing Building Code; Facilitating the Acceptance of Design Engineer Inspections for Engineered Foundation Systems. Sponsor: Mayor Bill Foulds, Jr.**

a. Staff Report

This item was presented by Building Official Shane Pevehouse. The proposal is to amend existing code to remove structural components from the city inspection in cases where the foundation design, pre-pour inspection, and post-pour observations are all sealed by a Professional Engineer registered in the State of Texas.

b. Public Hearing

No one spoke during the Public Hearing.

c. Ordinance

A motion was made by Council Member King and seconded by Council Member Crow to approve agenda item 17 amending the Code of Ordinances, Chapter 24.

The motion to approve carried unanimously 4 to 0.

- 18. Public Hearing and consideration of an Ordinance of the City of Dripping Springs, Texas Amending the Code of Ordinances, Chapter 24: Building Regulations: Article 24.02 Technical and Construction Codes and Standards; Division 4: Electrical Code; Adopting the Updated National Electrical Code. Sponsor: Mayor Bill Foulds, Jr.**

a. Staff Report

This item was presented by Building Official Shane Pevehouse. The proposal is to update the adopted electrical code to the 2023 NEC and maintain the existing local amendment.

b. Public Hearing

No one spoke during the Public Hearing.

c. Ordinance

A motion to was made by Mayor Pro Tem Manassian and seconded by Council Member Parks, to approve the Code Amendment for item 18.

The motion to approve carried unanimously 4 to 0.

- 19. Discuss and consider approval of an Interlocal Agreement between the City of Dripping Springs and Hays County related to POSAC funding of the Rathgeber Natural Resource Park.** *Sponsor: Mayor Bill Foulds, Jr.*

This item was presented by City Attorney Laura Mueller. Presentation is on file.

The motion to approve was made by Council Member Parks and seconded by Council

Member Crow, to approve the Interlocal Agreement between the City of Dripping Springs and Hays County related to POSAC funding for Rathgeber.

The motion to approve carried unanimously 4 to 0.

- 20. Discuss and consider approval of an Interlocal License Agreement between the City of Dripping Springs and Hays County to use property at the Dripping Springs Ranch Park for use as a voting location through the placement of temporary structures.** *Sponsor: Council Member Sherrie Parks*

This item was presented by Deputy City Attorney Aniz Alani. Presentation is on file.

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Parks, to approve the Interlocal License Agreement for temporary structures as voting location.

The motion to approve carried unanimously 4 to 0.

- 21. Discuss and consider approval of a Park Irrigation Extension Installation and Use Agreement between the City of Dripping Springs and Dripping Springs Youth Sports Association, Inc. regarding the extension and use of reuse water for irrigation purposes at Sports and Recreation Park and Founders Park.** *Sponsor: Mayor Bill Foulds, Jr.*

This item was presented by Deputy City Attorney Aniz Alani. Presentation is on file.

A motion was made by Council Member Parks and seconded by Mayor Pro Tem Manassian, to approve the Park Irrigation Extension Installation and Use Agreement between the City of Dripping Springs and Dripping Springs Youth Sports Association.

The motion to approve carried unanimously 4 to 0.

REPORTS

Reports listed are on file and available for review upon request. The City Council may provide staff direction; however, no action shall be taken.

- 22. Planning Department Report**

Report is on file.

CLOSED SESSION

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Crow, to enter into Closed Session for item 23, under section 551.071. The motion carried unanimously 4 to 0.

The City Council has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

- 23. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service, Wastewater Fees, Wastewater Infrastructure Agreements, facility liability coverage, and related items. Consultation with Attorney, 551.071**

Closed Session began at 7:54 p.m. and ended at 8:06 p.m.

No action was taken.

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

October 1, 2024, at 6:00 p.m.

October 15, 2024, at 6:00 p.m.

November 5, 2024, at 6:00 p.m.

Board, Commission & Committee Meetings

Parks & Recreation Commission, September 18, 2024, at 6:00 p.m.

Emergency Management Committee, September 19, 2024, at 12:00 p.m.

Utility Commission, September 19, 2024, at 4:00 p.m.

ADJOURN

A motion to adjourn the meeting was made by Mayor Pro Tem Manassian and seconded by Council Member King. The motion carried unanimously 4 to 0.

The meeting was adjourned at 8:06 p.m.

APPROVED ON: Month, XX, 202X

Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Michelle Fischer, City Administrator

Council Meeting Date: October 1, 2024

Agenda Item Wording: **Approval of the nomination of Deputy City Administrator Shawn Cox to the Greater San Marcos Partnership Nominations Committee to represent the City of Dripping Springs on the Board.** *Sponsor: Mayor Bill Foulds, Jr.*

Agenda Item Requestor: Mayor Bill Foulds, Jr.

Summary/Background: The Greater San Marcos Partnership (GSMP) is a 501(c)6 nonprofit public-private partnership that serves as the regional economic development organization for the City of San Marcos, and Hays and Caldwell Counties. GSMP promotes and markets the region to attract new employers, assists companies to expand, fosters entrepreneurial growth, and ensures the continued development of our skilled workforce. Its mission is to improve the quality of life of the Hays and Caldwell Counties through focused, strategic, and sustainable economic growth by facilitating the creation of high-quality jobs in growth-oriented target sectors; attracting new capital investment to the region; optimizing and preparing the regional workforce; and uniting the region's diverse stakeholders in the collaborative pursuit of economic prosperity for all.

GSMP has a Board of Directors with 39 members representing its membership. The City of Dripping Springs may nominate someone to serve on the board as its representative. Council Member Sherrie Parks has been serving on the Board for several years and is not able to continue in this capacity. She recommends that Deputy City Administrator Shawn Cox be nominated to serve on the Board as the City's representative. Shawn is the staff liaison for the City's Economic Development Committee and serves as the City's Finance Director, so this is a good fit. Council Member Parks will continue to attend GSMP meetings and events representing the City along with Shawn.

Recommended Council Actions: Approve the nomination of Deputy City Administrator Shawn Cox to the GSMP Board.

Attachments: None

Next Steps/Schedule: If approved, notify the GSMP Nominations Committee.

Item # 5.



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Shawn Cox, Deputy City Administrator

Council Meeting Date: Tuesday, October 1, 2024

Agenda Item Wording: Approval of an Audit Engagement Letter with Whitley Penn for the Fiscal Year 2024 Audit.

Agenda Item Requestor: Shawn Cox, Deputy City Administrator

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.

In November of 2022, the City approved a Professional Services Agreement (PSA) with Whitley Penn for the provision of the City's auditing services. The term for the PSA includes auditing services for the FY 2022, FY 2023, and FY 2024 Budgets. Additionally, the PSA can be extended for an additional two (2) years.

For consideration is an engagement letter for auditing of the FY 2023 Budget. The proposed cost for this service is \$ 55,000 for the financial statement audit and \$5,000 for each Federal major program. These costs are consistent with the previous year's audit.

Commission N/A

Recommendations:

Recommended Council Actions: The Deputy City Administrator recommends approval of this item.

Attachments: ○ FY 2024 Audit Engagement Letter

Next Steps/Schedule: Notify Whitley Penn of City Council's decision on the extension of the PSA.



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 3600 N. Capital of Texas Hwy.
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 Austin, Texas 78746
 737.931.8200 Main

whitleypenn.com

August 14, 2024

To the Honorable Mayor, Members of
 City Council and City Administrator
 City of Dripping Springs, Texas

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Dripping Springs, Texas (the "City"), as of September 30, 2024, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. In addition, we will audit the City's compliance over major federal award programs, if applicable, for the year ended September 30, 2024.

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by 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 the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis;
- Budgetary Comparison Information – General Fund;
- Pension Information; and
- Other Post-employment Benefit Information

To the Honorable Mayor, Members of
City Council and City Administrator
City of Dripping Springs, Texas

August 14, 2024
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Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining fund financial statements; and
- Schedule of Expenditures of Federal Awards, if applicable

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Auditor Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

To the Honorable Mayor, Members of
City Council and City Administrator
City of Dripping Springs, Texas

August 14, 2024
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- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements 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 to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

To the Honorable Mayor, Members of
City Council and City Administrator
City of Dripping Springs, Texas

August 14, 2024
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Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
- For maintaining records that adequately identify the source and application of funds for federally funded activities;
- For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- For the design, implementation, and maintenance of internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
- For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
- For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award
- For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
- For taking prompt action when instances of noncompliance are identified;
- For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- For submitting the reporting package and data collection form to the appropriate parties;

To the Honorable Mayor, Members of
City Council and City Administrator
City of Dripping Springs, Texas

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- For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
- To provide us with:
 - a) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b) Additional information that we may request from management for the purpose of the audit; and
 - c) Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
- For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
- For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
- For the accuracy and completeness of all information provided;
- For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
- For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information (including the schedule of expenditures of federal awards) referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria such as the Uniform Guidance, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

Nonattest services will include assistance with the preparation of financial statements, including government-wide journal entries and note disclosures, assistance with the preparation of the schedule of expenditures of federal award (SEFA), if applicable, and related notes, and assistance with the preparation of the data collection form and its submission to the Federal Audit Clearinghouse, if applicable. We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal

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controls, including monitoring ongoing activities. We will perform the services in accordance with applicable professional standards, including *Government Auditing Standards*.

Our responsibilities and limitations of the nonattest services are described below:

The nonattest services are limited to the services we described above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the City regarding these nonattest services, but the City must make all decisions with regard to those matters.

Fees and Timing

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	December 2024
Mail Confirmations	October 2024
Perform year-end audit procedures	December 2024/January 2025
Issue audit reports	February/March 2025

We anticipate meeting these deadlines barring any delays.

Roger Tovar, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Whitley Penn, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for the audit services will be based on the amount of time required and the difficulty of the work involved which we estimate to be \$55,000 for the audit of the financial statements and report preparation and \$5,000 for the audit of major federal award programs. Additionally, the City will be billed for expenses related to electronic confirmations. The fee estimate for the audit is based on anticipated cooperation from the City's personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation and payment is due in Tarrant County. You agree to pay reasonable attorney fees and collection costs incurred relating to collection of fees for services performed under the terms of this engagement. In accordance with Whitley Penn, LLP policy, work may be suspended if your account becomes 30 days or more past due and will not resume until your account is paid in full. In addition, invoices not paid in full by the last day of the month will be assessed interest at a rate of one percent per month. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been complete even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. Our final auditors' report will be released upon final payment of any outstanding invoices.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

To the Honorable Mayor, Members of
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We would like to make the following comments regarding the fee estimates:

1. Our fee estimates have not considered the effects of any changes to auditing standards and accounting principles, which may be promulgated by the AICPA, Congress, or any other regulatory body in the future and are unknown to us at this time. If significant additional time is necessary resulting in increased fees, we will endeavor to notify you of any such circumstances as they are assessed.
2. Our fee estimates are based on the assumption that we will be able to obtain internal control reports from the City's payroll service provider (where necessary), more commonly referred to as a SOC 1 Report and that we will be able to place reliance on these reports for internal control purposes in conjunction with the internal controls present in the administration of the City. Any weaknesses noted in the internal control may affect the nature, timing, and extent of our procedures and accordingly our fees will be adjusted to reflect such changes.
3. The City's personnel are responsible for the preparation of all items requested in the Prepared by Client ("PBC") listing and received by the date requested. Any delays caused by not preparing the items when requested may result in additional fees, as well as the possibility of postponing our fieldwork. The PBC listing will be provided to you during the planning process of the engagement.
4. Time incurred for audit adjustments identified during our audit and the related additional testing required has not been considered in our fee estimates. Prior to performing any additional testing, we will notify you of the exceptions and obtain approval for any additional fees which may be incurred.
5. Our fee estimates are based on all general ledger sub ledgers being reconciled to the general ledger balance and any adjustment necessary should be recorded to the general ledger prior to our fieldwork start date.

The scheduling of our professional staff requires complex models to balance the needs of our clients and the utilization of our people. Last minute client requested scheduling changes result in costly downtime due to our inability to make alternate arrangements for our professional staff. If after scheduling our work, you do not provide proper notice, which we consider to be one week, of your inability to meet the agreed-upon date(s) for any reason, or do not provide us with sufficient information required to complete the work in a timely manner, additional billings will be rendered for any downtime of our professional staff.

The ethics of our profession prohibit the rendering of professional services where the fee for such services is contingent, or has the appearance of being contingent, upon the results of such services. Accordingly, it is important that our bills be paid promptly when received. If a situation arises in which it may appear that our independence would be questioned because of significant unpaid bills, we may be prohibited from issuing our auditors' report.

In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, the City and Whitley Penn, LLP agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to our services and fees for this engagement. Any controversy, dispute, or questions arising out of or in connection with this agreement or our engagement shall be determined by arbitration conducted in accordance with the rules of the American Arbitration Association, and any decision rendered by the American Arbitration Association shall be binding on both parties to this agreement. The costs of any arbitration shall be borne equally by the parties. Any and all claims in arbitration relating to or arising out of this contract/agreement shall be governed by the laws of Texas and to the extent any issue regarding the arbitration is submitted to a court, including the appointment of arbitrators or confirmation of an award, the District courts in Tarrant County shall have exclusive jurisdiction. Any action arising out of this agreement or the services provided shall be initiated within two years of the service provided.

This letter replaces and supersedes any previous proposals, correspondence and understanding, whether written or oral. The agreements contained in this engagement letter shall survive the completion or termination of this engagement. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

To the Honorable Mayor, Members of
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To ensure that Whitley Penn, LLP's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

In the course of our services, our firm may transmit confidential information that you provided us to third parties in order to facilitate our services. As applicable, we require confidentiality agreements with all our service providers to maintain the confidentiality of your information and additionally the firm will take reasonable precautions to determine that our service providers have the appropriate procedures in place to prevent the unauthorized release of confidential information to others.

We will remain ultimately responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

In the event we are required by government regulation, required by subpoena or other legal process to produce information or our personnel for interviews or depositions in relation to a matter involving the City, the City will, so long as we are not a party or the focus of the proceeding or inquiry in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Whitley Penn, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to your pass-through regulatory entity and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision Whitley Penn, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

The City may wish to include our report on these financial statements in an exempt offering document. The City agrees that the aforementioned auditor's report, or reference to our Firm, will not be included in such offering document without prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement letter. For exempt offerings for which we are not involved, you will clearly indicate that we were not involved with the contents of such offering document and a disclosure as shown below will be included in the exempt offering:

"Whitley Penn, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Whitley Penn also has not performed any procedures relating to this offering document."

To the Honorable Mayor, Members of
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Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least 7 years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Honorable Mayor and Members of City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



Austin, Texas

To the Honorable Mayor, Members of
City Council and City Administrator
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RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of City of Dripping Springs, Texas by:

Name: _____

Title: _____

Date: _____

To the Honorable Mayor, Members of
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City of Dripping Springs, Texas

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CliftonLarsonAllen LLP
CLAconnect.com

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Partners of Whitley Penn LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Whitley Penn LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards* (including compliance audits under the Single Audit Act), audits of employee benefit plans, audits performed under the Federal Deposit Insurance Corporation Improvement Act (FDICIA), and an examination of a service organization (SOC 1 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

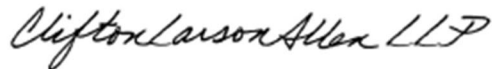
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Whitley Penn LLP
Page 2

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Whitley Penn LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Whitley Penn LLP has received a peer review rating of *pass*.



CliftonLarsonAllen LLP

Phoenix, Arizona
October 6, 2021



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

Submitted By: Riley Sublett, Maintenance Director

Council Meeting Date: 10/01/2024

Agenda Item Wording: **Approval of a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Rob Shelton Blvd. Street and Drainage Improvements at PDD-11.** *Applicant: AHC Dripping Springs*

Agenda Item Requestor:

Summary/Background: Rob Shelton Blvd North was constructed as part of a development agreement with PDD-11. Drainage and sidewalk improvements were included in the construction of the roadway. All elements of the project have been inspected by the City's inspectors and the City Engineer and found to be in conformance with the plans.

Commission Recommendations: N/A

Recommended Council Actions: City Staff recommends approval.

Attachments: Bond. Resolution.

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

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2024-

**ACCEPTING IMPROVEMENTS AND APPROVING MAINTENANCE
BOND FOR ROB SHELTON (PDD-11) IMPROVEMENTS**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS,
TEXAS (“CITY”), ACCEPTING IMPROVEMENTS AND
APPROVING AND ACCEPTING A MAINTENANCE BOND
FOR THE ROB SHELTON BLVD STREET AND DRAINAGE
IMPROVEMENTS, PROVIDING FOR EFFECTIVE DATE; AND
PROPER NOTICE & MEETING

WHEREAS, True Dynamic Site Solutions, LLC dba Dynamic Site Solutions. (“Contractor”) recently completed, and the City Engineer for the City of Dripping Springs has inspected, the roadway improvements (“Improvements”) for the City of Drippings Springs Rob Shelton Blvd.; and

WHEREAS, the City desires to accept as being complete in accordance with applicable development the Improvements at Rob Shelton Blvd.; 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, 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 Improvements at Rob Shelton Blvd.
3. The City Council hereby approves and accepts the Contractor's proposed Maintenance Bond No. CNB-43847-00, from Insurors Indemnity Company ("Insurer"), included and attached herein (Attachment "A").
4. 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.
5. 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.
6. This Resolution shall take effect immediately upon passage.
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.

PASSED & APPROVED this, the day of , 2024, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Mayor Bill Foulds Jr.

ATTEST:

Diana Boone, City Secretary

Attachment "A"

(Insert Maintenance Bond No. CNB-43847-00: True Dynamic Site Solutions, LLC dba Dynamic Site Solutions., and Insurors Indemnity Company)



Phone: 877 816 2800

PO Box 32577

Waco, Texas 76703-4200

TWO YEAR MAINTENANCE BONDBond No. CNB-43847-00

KNOW ALL MEN BY THESE PRESENTS:

THAT, True Dynamic Site Solutions, LLC dba Dynamic Site Solutions of the City of Austin, State of TX, as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized under laws of the State of Texas, as Surety, are held and firmly bound onto City of Dripping Springs, as Obligee, in the sum of Two Hundred and Twenty Three Thousand Seven Hundred Dollars and Fifty Cents (\$ 223,700.50), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, on the 25th day of July, 2024, the Principal entered into a contract to construct Street and Drainage Improvements for the AHC Dripping Springs (RR12 Multi-Family), Texas for the sum of Two Hundred and Twenty Three Thousand Seven Hundred Dollars and Fifty Cents (\$ 223,700.50); and

WHEREAS, under the terms of the specifications for said work, the said Principal is required to give a bond for 100 % of the value of said improvements or Two Hundred and Twenty Three Thousand Seven Hundred Dollars and Fifty Cents (\$ 223,700.50) to protect the Obligee against the result of faulty materials or workmanship for a period of twenty-five months (25 months) from the date of execution of this bond, or for a period of two (2) years from and after the date of completion and acceptance of the same, whichever event occurs first.

NOW, THEREFORE, if the said Principal shall for a full period of twenty-five months (25 months) from the date of execution of this bond, or for a period of two (2) years from and after the date of completion and acceptance of the same, whichever event occurs first, by said Obligee replace any and all defects arising in said work whether resulting from defective materials or defective workmanship, the above obligations shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that any suit under this bond must be filed within two years (2 years) and a day of the end of the warranty period.

SIGNED, SEALED AND DATED this 7th day of August, 2024.

PRINCIPAL: True Dynamic Site Solutions, LLC dba Dynamic Site Solutions

By: 

(title)

(Seal)

INSURORS INDEMNITY COMPANY

By: _____

JD Steanson, Attorney-in-Fact

(Seal)



POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-43847-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

JD Steanson of the City of West Lake Hills, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest:

Tammy Tieperman
Tammy Tieperman, Secretary

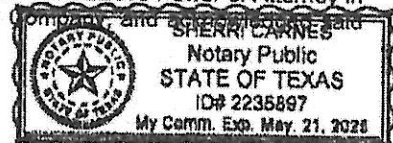
By:

Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and as such executed said Power of Attorney to be the voluntary act and deed of the Company.

Sherril Carnes
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 7th day of August, 2024.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.



Phone: 877 816 2800

PO Box 32577

Waco, Texas 76703-4200

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577
Waco, TX 76703-4200

Or
225 South Fifth Street
Waco, TX 76701

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

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 32577
Waco, TX 76703-4200

O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



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

Submitted By: Riley Sublett, Maintenance Director

Council Meeting Date: 10/01/2024

Agenda Item Wording: **Approval to authorize City Staff to exceed \$50,000.00 worth of purchases from Chuck Nash for the Purchase of two half-ton pickup trucks approved in the FY-2025 Budget.** *Sponsor: Mayor Bill Foulds*

Agenda Item Requestor: Riley Sublett, Maintenance Director

Summary/Background: The City of Dripping Springs City Council approved the FY-2025 Budget that includes the purchase of two one half ton pickup trucks for the Maintenance and Utility departments. The Maintenance department has obtained three quotes for each vehicle to comply with the City's Purchasing Policy. The two lowest bids were both provided by Chuck Nash Auto Group. Purchasing both vehicles will exceed \$50,000.00 worth of purchases with Chuck Nash Auto Group. This item is to ensure compliance with State law and the City's purchasing policy.

Commission Recommendations: N/A

Recommended Council Actions: City Staff recommends authorizing city staff to exceed \$50,000.00 worth of purchases from Chuck Nash Auto Group.

Attachments: N/A

Next Steps/Schedule: Purchase vehicles from Chuck Nash Auto Group.



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Mark Escobedo, Code Enforcement Officer
 Aniz Alani, Deputy City Attorney

Council Meeting Date: October 1, 2024

Agenda Item Wording: **Discuss and consider termination of Sign Permit for Citgo pole sign located at Dripping Springs Grocery, 601 Hwy 290 W. Sponsor: Mayor Bill Foulds, Jr.**

Background: The sign located at 601 W. Highway 290, associated with a Citgo service station, was granted a nonconforming sign variance in June 2012. The variance allowed the continuation of a pole sign despite its noncompliance with current city ordinances. As per the variance, all other nonconforming signage on the property was required to be removed, and the outdoor lighting was required to meet current city standards. The property owner, Mr. Amer Massood, has failed to meet these conditions.

Recent Compliance Issues: On July 23, 2024, City staff identified that the pole sign had sustained damage from rainstorms in May and had not been repaired, violating the maintenance requirements of the variance. Subsequently, multiple violations were identified, and three separate Notices of Violation were issued to Mr. Massood on August 5, 2024. These notices included the following violations:

Non-Compliant Signs: Additional signage on the building was in violation of the Sign Ordinance, specifically Section 26.01.011, which prohibits nonconforming signs.

Failure to Maintain the Pole Sign: The pole sign was found to be in disrepair, in violation of Section 26.04.001 of the ordinance.

Non-Compliant Exterior Lighting: The property's exterior lighting did not comply with City standards under Section 24.06.006(c).

Efforts to Achieve Compliance: On August 12, 2024, Mr. Massood contacted City staff to request more information. Staff arranged an on-site meeting on August 16, 2024, which included the Building Official and Code Enforcement officers. During this meeting, staff provided a detailed explanation of the violations and instructed Mr. Massood to bring the property into compliance within 14 days. He was informed that while the sign repairs might be delayed due to manufacturing backlogs, an update was expected within 30 days. As of September 24, 2024, no corrective action has been taken by Mr. Massood.

Notice of Council Hearing:

On September 24, 2024, staff notified Mr. Massood by letter that the City Council would hold a hearing on October 1, 2024, to consider the potential revocation of the sign variance. This notification provided Mr. Massood with the opportunity to present his case and show cause as to why the variance should not be revoked.

Grounds for Revocation: The City may revoke a sign permit under Section 26.03.001(5) of the Sign Ordinance. The grounds for revocation include:

(A) Materially false or misleading information in the application.

(B) Failure of the installed sign to conform to the permit.

(C) Violations of the Sign Ordinance or other laws, including failure to maintain the sign.

The failure to maintain the pole sign and the existence of noncompliant signs and lighting clearly violate these provisions. The notices issued on August 5, 2024, outlined these specific breaches of the ordinance.

Commission Recommendations:

N/A

Recommended Council Actions:

Given the property owner's failure to comply with the conditions of the nonconforming sign variance and multiple notices of violation, staff recommends the revocation of the sign variance under Section 26.03.001(5). This action would require Mr. Massood to remove the nonconforming pole sign and bring the property into full compliance with current city ordinances.

Should Mr. Massood present new information at the scheduled hearing, staff will review any additional evidence before making a final recommendation to the Council.

Attachments:

Sign Permit Application and Variance approved June 30, 2012

Letter dated September 24, 2024 to Amer Massood providing notice of potential revocation of Sign Permit, enclosing:

- (a) Notice of Violation dated August 5, 2024 re: Building Lighting
- (b) Notice of Violation dated August 5, 2024 re: Non-compliant sign
- (c) Notice of Violation dated August 5, 2024 re: Maintenance of Sign

Citgo Sign Violation Images

Staff Narrative

CITY COPY

PERMIT NUMBER 2511

Sign Permit Application

BUILD-00 7637free standing

SIGN PERMIT APPLICANT:

Name Lewis Sign- Ann LewisMailing Address PO Box 1665 Buda Tx 78610Telephone Number 512-312-4553 Email Address ann@lewissign.com

If the Applicant is a tenant, the property owner must agree to and sign the following:

I hereby request permission for the construction, operation, maintenance, modification, or display of the proposed sign or sign structure as described in this application.

Signature of Property Owner

Date

5/15/2012Printed Name of Property Owner Amer MassoodTelephone Number 512-797-7235 Email Address amer@austintxrr.com

CONTRACTOR INSTALLING THE SIGN, if any:

Name Lewis SignAddress PO Box 1665 Buda, Tx 78610Telephone Number 512-312-4553 Email Address 512-312-4551

PROPERTY WHERE THE SIGN IS TO BE INSTALLED:

Name 601 Hwy 290 W Citgo (Formerly Shamrock) Free standingPhysical Address/Legal Description 601 Hwy 290 WPhone Number 512-797-7235DATE ON WHICH THE SIGN IS TO BE INSTALLED: TBA

ZONING DISTRICT IN WHICH THE PROPOSED SIGN WILL BE LOCATED (if in the City Limits):

VARIANCE: Will a variance be requested or has one been approved? ☒ Yes ☒ No

If so, attach variance request letter or information regarding approved variance.

Variance required

SIGN DESCRIPTION: freestanding ✓Type of Sign: ☐Awning ☐Banner ☐Canopy ☐Changeable Copy ☐Community Service☐Concession Trailer ☐Construction/Development ☐Directory ☐Hanging☐Ingress/Egress ☐Menu Board ☐Mobile Service Provider ☐Monument Sign-Multi-Unit☐Monument Sign-Single ☐Monument Sign-Subdivision ☐Non-governmental Flag☐Private Traffic Control ☐Projecting ☐Real Estate ☐Special Event ☐Wall ☐WindowSurface Area of Sign: 10'5" x 7'9" = 80.75 SFHeight of Sign: 36'6"Location of Sign on Property: existing - near the ^{West} CanopyWill the sign be electrical or illuminated? ☒ Yes ☐ NoSign Materials: aluminum - acrylic - wire**ATTACH AN ILLUSTRATION THAT SHOWS THE FOLLOWING:**

All existing signs displayed on the property;

The location (indicate location on site plan, survey or plat of property; show setbacks and easements), height, and size of any proposed signs;

The items of information proposed to be displayed;

The percentage of the signable area covered by the proposed signs, if applicable;

Specifications for the construction or display of the sign, including the materials to be used in the construction of the sign and/or sign structure; and

Specifications for any internal or indirect illumination of the sign.

various requested to allow pole sign to remain

*****Below Information is to be completed by City Staff*****

APPLICATION RECEIVED BY: My [Signature] Date: 6/29/12

FEES PAID: Amount \$ 200.00 Date Paid _____ ☐ Cash ☐ Check

APPLICATION REVIEW REQUIRED BY BUILDING INSPECTOR: ☒ Yes ☐ No

CONSTRUCTION TO BE INSPECTED BY THE CITY'S:

☒ Building Inspector ☐ Sign Administrator for the following:

☐ Pre-pour of Concrete Slab ☒ Electrical ☒ Completed Construction

SIGN IS: ☐ LEGAL/CONFORMING ☒ NONCONFORMING (explain) pole signs prohibited and required to be brought into compliance when new sign permits issued; being refaced; property exceeds cumulative signable area allowed

VARIANCE GRANTED: ☐ No ☒ Yes Conditions: allowed to remain with conditions: all canopy and exterior lighting brought into compliance with lighting code within 60 days; existing signs on exterior of building shall be removed

SIGN PERMIT APPLICATION APPROVED BY:

Michelle Fischer
Michelle Fischer, Sign Administrator

Date 6/30/12

SIGN PERMIT NUMBER 2511

PERMIT EXPIRATION DATE, if applicable na

Commencement of Construction: If the authorized sign work does not commenced within 6 months of the date the permit is issued, the permit automatically expires.

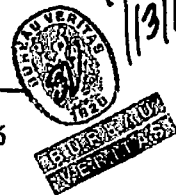
Completion: If the authorized sign work is not completed within 9 months of the date the permit is issued, the permit automatically expires.

COMPLETED CONSTRUCTION INSPECTION:

Inspected by: _____ Date _____
Signature

Printed Name: _____ ☐ PASSED ☐ FAILED

Comments _____





Commercial Plan Review Comments Dripping Springs, TX

PLAN REVIEW APPROVED	Yes Variance by Council	REVISIONS PENDING	None
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BV PROJECT # 2012-007637

PROJECT Citgo Pole Sign

ADDRESS 601 Hwy 290 W

DATE 7/13/2012

PLAN REVIEWER David Chulak/Suean Vinson

PROJECT DESCRIPTION Existing pole sign changing Face Only

THIS DOES NOT INCLUDE ANY ZONING, SITE PLAN REVIEWS, REQUIRED SETBACKS, PUBLIC WORKS, PARKING, DRIVES AND APPROACHES, HEALTH, OTHER BUILDING CODE REVIEWS, FLOOD PLAIN ISSUES, LANDSCAPING REVIEWS, PHOTOMETRIC SITE PLAN REVIEWS, SIGNAGE, ETC.

BUILDING DATA	
Use	Changing Face on Pole Sign
Sign Height	36' 6"
Sign Width	
Sign sf.	80.75 sf
Sign Illumination	Yes

General Comments

Master Sign Plan for The Commons

1. This review does not cover civil, fire, health, landscape or zoning.
2. Modification to Existing Pole Sign face allowed per attached variance
3. Signable Area refers to an area within a continuous perimeter that includes the sign structure as well as the lettering, illustrations, ornamentations, or other figures.
4. No sign shall be erected so as to obstruct or impair driver or pedestrian vision.

Electric Code

2011 NEC

1. Electrical requirements pertaining to signs shall be prescribed under the most current National Electrical Code of the National Fire Protection Association.
2. Illuminated signs shall comply with the 2011 NEC.
3. Signs located within the City Limits shall comply with the Lighting Ordinance.
4. Internally illuminated signs shall not be of such brightness as to cause glare hazardous to pedestrians or auto drivers or so as to create a nuisance to adjacent residential districts.

100 E. 15th Street

Ste 630

Fort Worth, TX 76102

www.us.bureauveritas.com

7/16/2012

Phone 817.335.8111

877.387.8775

Fax : 817.335.8110

877.837.8859

Page 1 of 1


LEWIS★SIGN

ESTABLISHED 1977

16910 S IH 35 Buda, TX 78610

Office: 512.312.4555 Fax: 512.312.4551

email: info@lewissign.com

DESIGN No.: 05-033 R2

Sheet: 2 of 6

PROJECT

CITGO

ADDRESS

 601 HWY 290
DRIPPING SPRINGS TX

Acct. Rep.: BRANDON HALL

Designer: ASHLEIGH FIDDLER

Date: 05/15/12

REVISION / DATE

 05/16/12 REVISE LAYOUT AF
05/23/12 REVISE LAYOUT AF

MANDATED BY STATE STATUTE:

Anyone selling, installing or servicing electrical signs, outline lighting, lighted awnings, signals, LED's and existing outdoor electric discharge lighting must be licensed individually and the company they represent must maintain an Electric Sign Contractors License.

These license holders are regulated by the Texas Department of Licensing and Regulation. For compliance verification or complaints contact TDLR in Austin at 1-800-803-9202, 512-463-6599, or www.license.state.tx.us.

This firm's license is TSCL #18067 Sign Master's License #7312. To verify a company's license, log on to www.license.state.tx.us/LicenseSearch Enter the company's name at "Inquire By Name" and press enter.

ELECTRICAL CONNECTION

IF PRIMARY POWER/J-BOX IS WITHIN 10'-0" OF SIGN, FINAL CONNECTION BY LEWIS SIGN. IF PRIMARY POWER/J-BOX IS FURTHER THAN 10'-0" FINAL CONNECTION TO BE BY CLIENTS ELECTRICIAN.



THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN.

A DOUBLE FACE POLE SIGN (REFACE)
ONE REQUIRED
FONT: CUSTOM PER ART

SCALE: 1/4" = 1'-0"

SQ. FT. EACH: 80.75


SCOPE OF WORK:

REMOVE AND DISPOSE OF EXISTING CABINET FACES.
INSTALL NEW FACES PER SUPPLIED SPECS.
PAINT CABINET AND POLE TO MATCH CITGO GRAY

FACE:

PANFORMED ACRYLIC FACES W/ CITGO
REGISTERED TRADEMARK LOGO (BY OTHERS)
OPAQUE WHITE BACKGROUND

36'-6" (TO GRADE)



CLIENT'S APPROVAL _____

Approval required before work can begin

Fischer, Michelle

From: Ann Lewis [ann@lewissign.com]
Sent: Thursday, June 28, 2012 10:41 AM
To: Fischer, Michelle
Subject: RE: Citgo monument sign

The sign will be more than 6' tall when we finish adjusting it, so it will comply with the ordinance, I promise.

Ann B. Lewis



From: Fischer, Michelle [mailto:mfischer@cityofdrippingsprings.com]
Sent: Wednesday, June 27, 2012 3:58 PM
To: Ann Lewis
Subject: RE: Citgo monument sign

Ann:

The City Council denied the variance request to exceed the maximum height allowed which is 6 feet. The sign will have to be no more than 6 feet in height from the top of the sign structure to the ground. This was stated in the email I sent to Mr. Massood and you on June 22nd, which I have pasted below.

The sign permit application you emailed states the height is 6 feet and the drawing shows 6 feet (see attachments).

-Michelle

Mr. Amer Massood
 Dripping Springs Grocery
 601 Hwy 290 W.
 Dripping Springs, TX 78620

The City Council took the following actions regarding the sign variance requests for Dripping Springs Grocery on June 12th:

Sign Variance Request to allow an existing nonconforming pole sign to remain-approved the variance request contingent on the following:

all canopy and exterior lighting on the property shall be brought into compliance with the Lighting Ordinance within 60 days; and

all existing signs on the exterior of the building shall be removed.

Sign Variance Request to allow an electronic LED changeable fuel price sign-approved the variance request contingent on the following:

the electronic signage be dimmed when it becomes dark outside; and

the canopy lighting and all exterior lighting on the property shall be brought into compliance with the Lighting Ordinance within 60 days of approval of the variance request.

Sign Variance Request to exceed the maximum height allowed for a monument sign for a single unit property-this variance request was denied. The sign must be built in compliance with the Sign Ordinance in regards to height.

Sign Variance Request to exceed the maximum signable area allowed for a monument sign for a single unit property-this variance request was denied. The sign must be built in compliance with the Sign Ordinance in regards to signable area.

Sign Variance Request to exceed the cumulative total signable area allowed for a single unit property. The variance request was approved for a maximum of 152.75 square feet in cumulative total signable area and contingent on the following:

all existing signs on the exterior of the building shall be removed; and

the canopy lighting and all exterior lighting on the property shall be brought into compliance with the Lighting Ordinance within 60 days of approval of the variance request.

Please confirm that you would like me to process the sign permit applications that have been submitted for the pole sign and canopy sign. You will need to turn in a new application for the monument sign since two of the variances for the proposed one were denied.

I recommend that the City's Inspector identify the canopy and exterior lighting that needs to be brought into compliance and the exterior signs that need to be removed. Please let me know if the City has permission to enter the property to conduct such an inspection.

Thank you.

Michelle Fischer
City Administrator
City of Dripping Springs

511 Mercer St./PO Box 384
Dripping Springs, TX 78620
Office: (512) 858-4725
Fax: (512) 858-5646
Email: mfischer@cityofdrippingsprings.com
www.cityofdrippingsprings.com



5/30/12
m. J. J. J.

VARIANCE REQUEST LETTER

The owner of the Shamrock gas/store convenience facility located at 601 Hwy 290 W desires to change gas brands to CITGO, using the registered trademark logo and colors. In an effort to convert the brand in the quickest and most cost effective way, all existing signs will be just refaced, not adding any additional signage to this location. The variances requested are as follows:

1. Sign Variance Request to allow an existing nonconforming pole sign to remain (Section 26.04.004)
High-rise pylon is existing at 36'6" overall height and has a face size of 10'5" X 7'9" equaling 80.75 square feet in size with the registered trademark logo. This is a variance from height and size.
2. Sign Variance Request to allow an electronic LED changeable fuel price sign;
Sign Variance Request to exceed the maximum height allowed for a monument sign for a single unit property;
Sign Variance Request to exceed the maximum sign able area allowed for a monument sign for a single unit property;
Monument sign with the gas prices is
 - a. 109" tall and has Section. 26.06.063c(d)
 - b. electronic gas price changers with Section 26.05.001(3)Square footage of 62.57, also, has the registered trademark. Section 26.05.002 (2)
The legal documents for the registered trademark logo are attached.
3. Finally, the cumulative total of all signage is 166.62. This is a variance to Section 26.07.002c.

The existing building front signs will be removed and the canopy lighting and exterior lighting will be brought in to compliance with the City's lighting ordinance.



VARIANCE REQUEST LETTER

MAY 16 2012

The owner of the Shamrock gas/store convenience facility located at 601 Hwy 290 W desires to change gas brands to CITGO, using the registered trademark logo and colors. In an effort to convert the brand in the quickest and most cost effective way, all existing signs will be just refaced, not adding any additional signage to this location. The variances requested are as follows:

1. Canopy signs existing on three sides measure 23.3 square feet in size on three sides of the canopy, but the front canopy will be the only one with lighted letters, blue letters with logo on a white background. The canopy sign size allowed is 24sf. Please grant this variance from Sec. 26.06.055
2. High-rise pylon is existing at 36'6" overall height and has a face size of 10'5" X 7'9" equaling 80.75 square feet in size with the registered trademark logo. This is a variance from height and size. Sec. 26.05.001(10)
3. Monument sign with the gas prices is
 - a. 109" tall and has Sec. 26.06.063©(d)
 - b. electronic gas price changers with Sec 26.05.001(3)
 - c. square footage of 48.125, also, has the registered trademark. Sec 26.05.002 (2)

There are three variances request in this one sign, please grant them.

4. Finally, the cumulative total of all signage is 204.81 is a variance. Sec.26.07.002©

The building front sign will be remove and the light issue addressed.

The legal documents for the registered trademark logo are attached.



City of Dripping Springs

Sign Administrator

Date: June 7, 2012

To: Mayor Purcell & City Council Members
From: Michelle Fischer, Sign Administrator

Re: DS Grocery Sign & Lighting Variance Requests

DS Grocery has changed its gas to Citgo. In doing so, existing signage is being replaced. The applicant requests the following variances:

Sign Variance Request to allow an existing nonconforming pole sign to remain;

Sign Variance Request to allow an electronic LED changeable fuel price sign;

Sign Variance Request to exceed the maximum height allowed for a monument sign for a single unit property;

Sign Variance Request to exceed the maximum signable area allowed for a monument sign for a single unit property; and

Sign Variance Request to exceed the cumulative total signable area allowed for a single unit property.

In my opinion, the variance requests relate to the Design Standards for Variances (Sec. 26.03.002, Code of Ordinances) as follows:

- The proposed monument sign uses native stone at the base and is harmonious with the hill country setting.
- The proposed monument sign does not visually dominate the structure to which it belongs or call undue attention to itself.
- The monument sign's supporting structure is in architectural harmony with the surrounding structures.
- Natural colors and muted colors are used in the monument sign structure.
- The proposed pole sign is not harmonious with the hill country setting.
- The proposed pole sign calls undue attention to itself.

The City's Sign Ordinance requires that before permits can be issued for new signs, all existing nonconforming signs on the property must be brought into conformance. The applicant has submitted sign permit applications for using an existing pole sign and a monument sign that do not comply with the Sign Ordinance. However, the applicant has agreed to remove all of the projecting and banner type signs on the building, bring the exterior and canopy lighting into

compliance with the Lighting Ordinance, and bring the canopy signage into compliance with the Sign Ordinance.

Sign Variance Request to allow an existing nonconforming pole sign to remain. The Sign Ordinance was written with the intention of removing pole signs when such opportunities as this arise. The pole sign is one of the tallest in Dripping Springs. I recommend denial of the variance request to allow the pole sign to remain. I also recommend that the pole sign be removed within the earlier of 60 days or the monument sign being constructed. The Planning & Zoning Commission does not agree with my recommendation and recommends approval of the variance request.

Sign Variance Request to allow an electronic LED changeable fuel price sign. Electronic signs are prohibited. I am concerned with the brightness of the sign at night. I recommend approval of the variance request with the following conditions:

the electronic signage be dimmed when it becomes dark outside; and

the canopy lighting and all exterior lighting on the property be brought into compliance with the Lighting Ordinance within 60 days of approval of the variance request.

The Planning & Zoning Commission recommends approval of the variance request without conditions.

Sign Variance Request to exceed the maximum height allowed for a monument sign for a single unit property. The applicant proposes to “reface” the existing sign and turn it into a monument sign with stone at the base. The existing sign is 7 feet and 7 inches in height. The Sign Ordinance allows a maximum of 6 feet. I recommend denial of the variance request. The Planning & Zoning Commission does not agree with my recommendation and recommends approval of the variance request.

Sign Variance Request to exceed the maximum signable area allowed for a monument sign for a single unit property. The Sign Ordinance allows the monument sign to be a maximum of 48 square feet in signable area. The proposed sign is approximated 62 square feet in area. I recommend denial of the variance request. The Planning & Zoning Commission does not agree with my recommendation and recommends approval of the variance request.

Sign Variance Request to exceed the cumulative total signable area allowed for a single unit property. The cumulative total signable area allowed for a single unit property is 64 square feet. The applicant’s letter requests a cumulative total signable area of 166.62 square feet. If the applicant has a monument sign (48 square feet), projecting sign (24 square feet), and canopy signage (24 square feet) that comply with the Sign Ordinance requirements, the cumulative signable total would be 96 square feet. The variance request is excessive. I recommend approval of the variance request with a cumulative signable total not to exceed 96 square feet. I recommend that the variance be contingent on the following:

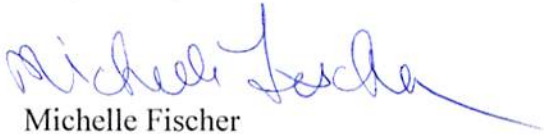
all nonconforming signs on the property will be removed or brought into compliance; and

the canopy lighting and all exterior lighting on the property be brought into compliance with the Lighting Ordinance within 60 days of approval of the variance request.

The recommended conditions to the above variance requests will make the property and the sign designs, materials and colors more harmonious with the hill country setting and the surrounding structures. The Planning & Zoning Commission does not agree with my recommendation and recommends approval of the variance request.

Please let me know if you have questions about the variance requests or my recommendations.

Respectfully Submitted,



Michelle Fischer
Sign Administrator



16910 S IH 35 Buda, TX 78610
Office: 512.312.4555 Fax: 512.312.4551
email: info@lewisign.com

DESIGN No.: 05-033

Sheet: **1** of **6**

PROJECT

CITGO
ADDRESS601 HWY 290
DRIPPING SPRINGS TX

Acct. Rep.: BRANDON HALL

Designer: ASHLEIGH FIDDLER

Date: 05/15/12

REVISION / DATE

MANDATED BY STATE STATUTE:

Anyone selling, installing or servicing electrical signs, outline lighting, lighted awnings, signals, LED's and existing outdoor electric discharge lighting must be licensed individually and the company they represent must maintain an Electric Sign Contractors License.

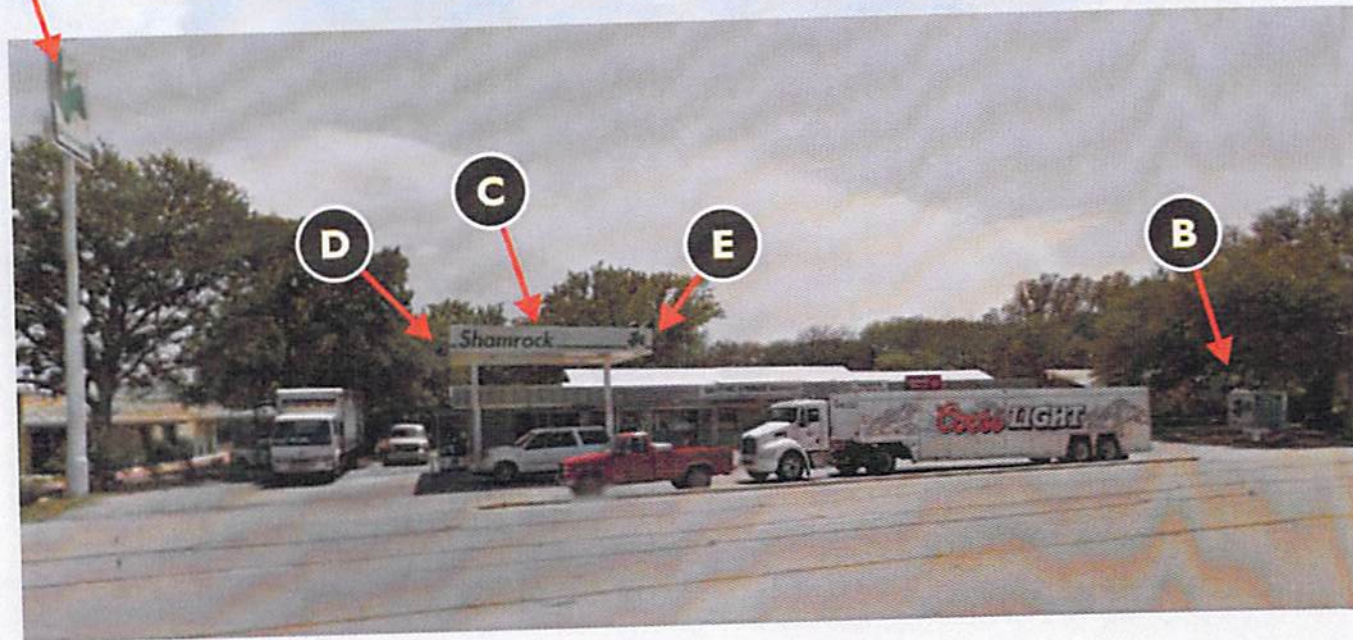
These license holders are regulated by the Texas Department of Licensing and Regulation. For compliance verification or complaints contact TDLR in Austin at 1-800-803-9202, 512-463-6599, or www.license.state.tx.us.

This firm's license is TSCL #18067 Sign Master's License #7312. To verify a company's license, log on to www.license.state.tx.us/LicenseSearch Enter the company's name at "Inquire By Name" and press enter.

ELECTRICAL CONNECTION

IF PRIMARY POWER/J-BOX IS WITHIN 10'-0" OF SIGN, FINAL CONNECTION BY LEWIS SIGN. IF PRIMARY POWER/J-BOX IS FURTHER THAN 10'-0" FINAL CONNECTION TO BE BY CLIENT'S ELECTRICIAN.

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH ARTICLE 680 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN.

**A****SITE PLAN - CITGO DRIPPING SPRINGS**

601 HWY 290, DRIPPING SPRINGS

CLIENT'S APPROVAL _____

Approval required before work can begin



September 24, 2024

Amer Massood
601 Hwy 290 W.
Dripping Springs, Texas 78620

Dear Mr. Amer Massood,

The City Council of the City of Dripping Springs will hold a hearing on October 1, 2024 at 6 p.m. in the City Council Chambers at 511 Mercer Street, Dripping Springs, Texas related to your property at 601 Highway 290 W., Dripping Springs, Texas. The purpose of this hearing is to address revocation of the Sign Permit allowed by a Nonconforming Pole Sign Variance. This action is being initiated due to non-compliance with regulations as indicated by three separate Notices of Violations that were issued on August 5, 2024. The specific violations cited include:

1. **Non-Compliant Signs:** Signs that do not meet the City's signage regulations.
2. **Maintenance of Existing Sign:** The physical condition of the sign, which has not been adequately maintained according to local codes.
3. **Outdoor Lighting Compliance:** This violation that the outdoor lighting associated with the sign does not adhere to city ordinance.

Next Steps:

You are encouraged to attend the hearing where you can present information and documentation related to the possible revocation of the sign permit to City Council. Please review the Notices of Violations thoroughly before attending.

If there are further questions or clarifications needed prior to the hearing date, you can contact the Code Enforcement Officer, Mark Escobedo, at 512-858-4725.

Sincerely,

Michelle Fischer
City Administrator

CC: Mark Escobedo, Code Enforcement Officer



Notice of Violation

DATE ISSUED: August 5, 2024

NAME & ADDRESS OF VIOLATOR: Mr. Amer Massood
601 Hwy 290 W.
Dripping Springs, Tx 78620

LOCATION OF SITE: 601 Hwy 290 W.
Dripping Springs, Tx 78620

NOTICE ISSUED BY: Mark Escobedo
Code Enforcement Inspector
Phone: 512-858-4725

VIOLATIONS: Building lighting is not in compliance with City Code Ordinance Sec. 24.06.006-(c) Shielding and total outdoor light output & Ordinance Sec. 24.06.12-(b) Prohibitions.

VIOLATION NOTICE: All outdoor lighting shall be shielded so that the luminous elements are not visible from any other property.
Luminaries rated at more than 3,000 Kelvin are prohibited.

ACTION REQUIRED: In the next 5 days please contact Mark Escobedo at (512)-858-4725 or come to our office to schedule an inspection with city staff to identify whether the listed lights are non-compliant with the Lighting Ordinance

1. Uninstalling and/or replacing outdoor lighting fixtures that are prohibited.
2. Modifying outdoor lighting fixtures that are noncompliant.
3. Complying with any terms or conditions set forth in a permit or existing lighting plan.
4. Submitting a commercial lighting plan including a lumens worksheet for City approval that all/some lights are compliant.

Contact your electrical contractor to reduce the output, color, and time adjustments to suffice City Ordinance.

FAILURE TO ACT: Failure to comply may result in further action by city officials, including but not limited to fines or additional enforcement measures.

Printed Name

Signature

Date



Notice of Violation

DATE ISSUED:

August 5, 2024

NAME & ADDRESS OF VIOLATOR:

Mr. Amer Massood
601 Hwy 290 W.
Dripping Springs, Tx 78620

LOCATION OF SITE:

601 Hwy 290 W.
Dripping Springs, Tx 78620

NOTICE ISSUED BY:

Mark Escobedo
Code Enforcement Officer
Phone: 512-858-4725

VIOLATIONS:

This notice serves to inform you that you are in breach of the agreed variance granted by the Sign Administrator. All non-conforming signs to be removed from the building.

VIOLATION NOTICE:

Non-Compliant signs Chapter 26 Section 26.01.011 It is an offense for a person to install, maintain, repair, alter or relocate a sign within the city limits or ETJ, except in accordance with the provisions of this chapter. It is an offense for a person in the city or its ETJ to have any sign located on the property in violation of this chapter. A violation of this section is an offense under Section 26.05.002

ACTION REQUIRED:

You are hereby required to take corrective action by removing existing signs from the building within 14 days of the date of this notice.

FAILURE TO ACT:

Failure to comply may result in further action by city officials, including but not limited to fines or additional enforcement measures.

Printed Name

Signature

Date

Printed Name

Signature

Date



Notice of Violation

DATE ISSUED: August 1, 2024

NAME & ADDRESS OF VIOLATOR: Mr. Amer Massood
601 Hwy 290 W.
Dripping Springs, Tx 78620

LOCATION OF SITE: 601 Hwy 290 W.
Dripping Springs, Tx 78620

NOTICE ISSUED BY: Mark Escobedo
Code Enforcement Officer
Phone: 512-858-4725

VIOLATIONS:

This notice serves to inform you that the Citgo Pole sign has been found to be in violation of the city ordinance Chapter 26 Article 26.04 Sec 26.04.001 Maintenance of existing sign.

VIOLATION NOTICE: It is an offense under [section 26.05.002](#) for a responsible party to fail to maintain signs and sign structures in a good and sound condition as determined by the building official in accordance with the International Building Code. Responsible parties must repair or replace the sign. Responsible parties shall not allow signs or sign structures to become dangerous because of inadequate design, construction, repair, or maintenance. The city can seek to compel immediate removal of signs that are in such a state of disrepair as to constitute an imminent threat to public health, safety and welfare.

ACTION REQUIRED: You are hereby required to take corrective action by either removing or make repairs to existing sign within 14 days from the date of this notice.

FAILURE TO ACT: Failure to comply may result in further action by city officials, including but not limited to fines or additional enforcement measures.

Printed Name

Signature

Date

Printed Name

Signature

Date



Notice of Violation

DATE ISSUED: August 5, 2024

NAME & ADDRESS OF VIOLATOR: Mr. Amer Massood
601 Hwy 290 W.
Dripping Springs, Tx 78620

LOCATION OF SITE: 601 Hwy 290 W.
Dripping Springs, Tx 78620

NOTICE ISSUED BY: Mark Escobedo
Code Enforcement Inspector
Phone: 512-858-4725

VIOLATIONS: Building lighting is not in compliance with City Code Ordinance Sec. 24.06.006-(c) Shielding and total outdoor light output & Ordinance Sec. 24.06.12-(b) Prohibitions.

VIOLATION NOTICE: 1. All outdoor lighting shall be shielded so that the luminous elements are not visible from any other property.
2. Luminaries rated at more than 3,000 Kelvin are prohibited.

ACTION REQUIRED: In the next 5 days please contact Mark Escobedo at (512)-858-4725 or come to our office at 661 West Highway 290 Dripping Springs, Texas to schedule an inspection with city staff to identify whether the listed lights are non-compliant with the Lighting Ordinance:

1. Uninstalling and/or replacing outdoor lighting fixtures that are prohibited.
2. Modifying outdoor lighting fixtures that are non-compliant.
3. Complying with any terms or conditions set forth in a permit or existing lighting plan.
4. Submitting a commercial lighting plan including a lumens worksheet for City approval that all/some lights are compliant.
5. Contact your electrical contractor to reduce the output, color, and time adjustments to suffice City Ordinance.

FAILURE TO ACT: Failure to comply may result in further action by city officials, including but not limited to fines or additional enforcement measures.

Sanir mounk
Printed Name

Mark

[Signature]
Signature

8-6-24
Date

8-6-24



Notice of Violation

DATE ISSUED: August 5, 2024

NAME & ADDRESS OF VIOLATOR: Mr. Amer Massood
601 Hwy 290 W.
Dripping Springs, Tx 78620

LOCATION OF SITE: 601 Hwy 290 W.
Dripping Springs, Tx 78620

NOTICE ISSUED BY: Mark Escobedo
Code Enforcement Officer
Phone: 512-858-4725

VIOLATIONS: This notice serves to inform you that the Citgo Pole sign has been found to be in violation of the city ordinance Chapter 26 Article 26.04; Sec 26.04.001 Maintenance of existing sign.

VIOLATION NOTICE: It is an offense under section 26.05.002 for a responsible party to fail to maintain signs and sign structures in a good and sound condition as determined by the building official in accordance with the International Building Code. Responsible parties must repair or replace the sign. Responsible parties shall not allow signs or sign structures to become dangerous because of inadequate design, construction, repair, or maintenance. The city can seek to compel immediate removal of signs that are in such a state of disrepair as to constitute an imminent threat to public health, safety and welfare.

ACTION REQUIRED: You are hereby required to take corrective action by either removing or make repairs to existing sign within 14 days from the date of this notice.

FAILURE TO ACT: Failure to comply may result in further action by city officials, including but not limited to fines or additional enforcement measures.

SAMIR MOMEN
Printed Name

[Signature]
Signature

08.08.24
Date

MARK ESCOBEDO

8-6-24



Notice of Violation

DATE ISSUED:

August 5, 2024

NAME & ADDRESS OF VIOLATOR:

Mr. Amer Massood
601 Hwy 290 W.
Dripping Springs, Tx 78620

LOCATION OF SITE:

601 Hwy 290 W.
Dripping Springs, Tx 78620

NOTICE ISSUED BY:

Mark Escobedo
Code Enforcement Officer
Phone: 512-858-4725

VIOLATIONS:

This notice serves to inform you that you are in breach of the agreed variance granted by the Sign Administrator. All non-conforming signs to be removed from the building store front. (metal, plastic advertisement signage) This variance will be sent to the City Council meeting on September 3, 2024.

VIOLATION NOTICE : Non-Compliant Sign's Chapter 26 Section 26.01.011. It is an offense for a person to install, maintain, repair, alter or relocate a sign within the city limits or ETJ, except in accordance with the provisions of this chapter. It is an offense for a person in the city or its ETJ to have any sign located on the property in violation of this chapter. A violation of this section is an offense under Section 26.05.002, -Section 26.03.004

The sign administrator or city council board of adjustment may impose conditions upon the granting of a variance under this chapter. The city council may condition sign variances on the responsible party bringing other existing, nonconforming signs into compliance with current regulations. A responsible party's failure to comply with conditions placed on a variance may result in the city council voiding the variance and authorizing all available code enforcement actions and other remedies available in equity or at law.

ACTION REQUIRED:

You are hereby required to take corrective action by removing existing signs from the building within 14 days of the date of this notice.

FAILURE TO ACT: Failure to comply may result in further action by city officials, including but not limited to fines or additional enforcement measures.

SAMIR. MONIN
Printed Name

[Signature]
Signature

08.06.24.
Date

Maria Escobedo
Printed Name

[Signature]
Signature

8-6-24
Date









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a México, Centro y Suramérica

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ENVÍA DINERO
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LUNCH
DINNER**

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envíos de dinero y recargas
a México, Centro y Suramérica

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Money Services

LLámenos
1.888.995.0310

...te da más

MoneyGram
envío de dinero

envíos de dinero y recargas
a México, Centro y Suramérica

Maxi
Money Services

LLámenos
1.888.995.0310

...te da más

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SUPERCHARGED
ENERGY
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ENERGY
THAT
HITS™

ARCTIC SNOW CONE
ZERO SUGAR

FROZEN BOMBSICLE
NATURALLY AND ARTIFICIALLY FLAVORED
ZERO SUGAR

WIN CASH

PLAY INSIDE
WIN CASH

MoneyGram

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-WARNING
IT IS A CRIME
(MISDEMEANOR)
TO CONSUME LIQUOR
ON THESE PREMISES





First 20+ FLAVORS
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ENVÍA DINERO
AQUÍ

NO VAPOR
NO NICOTINE

CARRY-ON

OPEN
2/4

OPEN
2/4

OPEN
2/4

OPEN
2/4

OPEN
2/4

Open

MoneyGram

VIAAMERICAS
MONEY TRANSFER
ENVÍA DINERO
AQUÍ

-WARNING-
IT IS A CRIME
(MISDEMEANOR)
TO CONSUME LIQUOR OR
BEER ON THESE PREMISES.

NOTICE
The unlicensed possession of a weapon on these premises is a felony with a maximum penalty of 10 years imprisonment and a fine not to exceed \$10,000.

NOTICE
The unlicensed possession of a weapon on these premises is a felony with a maximum penalty of 10 years imprisonment and a fine not to exceed \$10,000.

NOTICE
IT IS A CRIME (MISDEMEANOR)
TO CONSUME LIQUOR OR ALCOHOLIC
BEVERAGES ON THESE PREMISES.

CUARTO EN RENTA
inf: 512-783-3868

REIGN BCAA AMINOS
TOTAL BODY FUEL
REIGNBOW SHERBET

bang
ENERGY
PEACH MANGO
NATURAL FLAVORS
16 fl oz (1 PT) 473 mL

Mix-N-Match
REIGN & BANG
FLAVORS
2/5



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boost verizon at&t SIMPLE Mobile

~Homemade~ Breakfast Ta Lunch & M Grab & G

Slurpee PEPSI 2

OPEN 2/4

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OPEN 2/4

PLAY HERE!

TEXAS LOTTERY

SUPPORTING TEXAS EDUCATION AND VETERANS

LONE STAR SKILL

PLAY INSIDE WIN CASH



On July 23, 2024, I noticed that the Citgo Poles sign located at 601 W. 290 in Dripping Springs had not been repaired since the rainstorms in May, thus violating the City Sign Ordinance. I brought this to the attention of Michelle Fischer on this day. On July 24, Michelle sent me an email stating that the sign was granted a variance back in May of 2012. The variance agreement states that all non-compliant signs must be removed from the store front. Additionally, all exterior lighting must be brought into compliance. On August 5, 2024, I issued by certified mail and in person three separate notices of violation to Mr. Amer Massood, which included Non-Compliant Signs, Failure to Maintain the Pole Sign, and Non-Conforming Exterior Lighting. His store manager, Samir Monish, was present upon delivery of the notices and signed in acknowledgment. On August 12th, Mr. Massood called wanting additional information. I explained that it would be best if we met at the convenience store site and walked through all the violations. On August 16, Shane Pevehouse, the building official, Glori Rivas, a Code Enforcement trainee, and I met with Al to discuss in detail all the violations and that he had 14 days to comply. He stated the sign repair might take longer due to a backlog from the manufacturer. We asked him to give us an update within 30 days on the progress. As of today, September 24, no action has been taken to come into compliance.



City of Dripping Springs

Sign Administrator

Date: June 7, 2012

To: Mayor Purcell & City Council Members
From: Michelle Fischer, Sign Administrator

Re: **DS Grocery Sign & Lighting Variance Requests**

DS Grocery has changed its gas to Citgo. In doing so, existing signage is being replaced. The applicant requests the following variances:

Sign Variance Request to allow an existing nonconforming pole sign to remain;

Sign Variance Request to allow an electronic LED changeable fuel price sign;

Sign Variance Request to exceed the maximum height allowed for a monument sign for a single unit property;

Sign Variance Request to exceed the maximum signable area allowed for a monument sign for a single unit property; and

Sign Variance Request to exceed the cumulative total signable area allowed for a single unit property.

In my opinion, the variance requests relate to the Design Standards for Variances (Sec. 26.03.002, Code of Ordinances) as follows:

- The proposed monument sign uses native stone at the base and is harmonious with the hill country setting.
- The proposed monument sign does not visually dominate the structure to which it belongs or call undue attention to itself.
- The monument sign's supporting structure is in architectural harmony with the surrounding structures.
- Natural colors and muted colors are used in the monument sign structure.
- The proposed pole sign is not harmonious with the hill country setting.
- The proposed pole sign calls undue attention to itself.

The City's Sign Ordinance requires that before permits can be issued for new signs, all existing nonconforming signs on the property must be brought into conformance. The applicant has submitted sign permit applications for using an existing pole sign and a monument sign that do not comply with the Sign Ordinance. However, the applicant has agreed to remove all of the projecting and banner type signs on the building, bring the exterior and canopy lighting into

compliance with the Lighting Ordinance, and bring the canopy signage into compliance with the Sign Ordinance.

Sign Variance Request to allow an existing nonconforming pole sign to remain. The Sign Ordinance was written with the intention of removing pole signs when such opportunities as this arise. The pole sign is one of the tallest in Dripping Springs. I recommend denial of the variance request to allow the pole sign to remain. I also recommend that the pole sign be removed within the earlier of 60 days or the monument sign being constructed. The Planning & Zoning Commission does not agree with my recommendation and recommends approval of the variance request.

Sign Variance Request to allow an electronic LED changeable fuel price sign. Electronic signs are prohibited. I am concerned with the brightness of the sign at night. I recommend approval of the variance request with the following conditions:

the electronic signage be dimmed when it becomes dark outside; and

the canopy lighting and all exterior lighting on the property be brought into compliance with the Lighting Ordinance within 60 days of approval of the variance request.

The Planning & Zoning Commission recommends approval of the variance request without conditions.

Sign Variance Request to exceed the maximum height allowed for a monument sign for a single unit property. The applicant proposes to “reface” the existing sign and turn it into a monument sign with stone at the base. The existing sign is 7 feet and 7 inches in height. The Sign Ordinance allows a maximum of 6 feet. I recommend denial of the variance request. The Planning & Zoning Commission does not agree with my recommendation and recommends approval of the variance request.

Sign Variance Request to exceed the maximum signable area allowed for a monument sign for a single unit property. The Sign Ordinance allows the monument sign to be a maximum of 48 square feet in signable area. The proposed sign is approximated 62 square feet in area. I recommend denial of the variance request. The Planning & Zoning Commission does not agree with my recommendation and recommends approval of the variance request.

Sign Variance Request to exceed the cumulative total signable area allowed for a single unit property. The cumulative total signable area allowed for a single unit property is 64 square feet. The applicant’s letter requests a cumulative total signable area of 166.62 square feet. If the applicant has a monument sign (48 square feet), projecting sign (24 square feet), and canopy signage (24 square feet) that comply with the Sign Ordinance requirements, the cumulative signable total would be 96 square feet. The variance request is excessive. I recommend approval of the variance request with a cumulative signable total not to exceed 96 square feet. I recommend that the variance be contingent on the following:

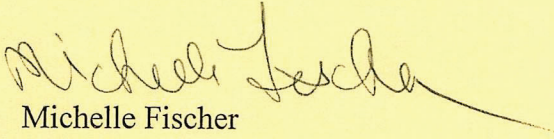
all nonconforming signs on the property will be removed or brought into compliance; and

the canopy lighting and all exterior lighting on the property be brought into compliance with the Lighting Ordinance within 60 days of approval of the variance request.

The recommended conditions to the above variance requests will make the property and the sign designs, materials and colors more harmonious with the hill country setting and the surrounding structures. The Planning & Zoning Commission does not agree with my recommendation and recommends approval of the variance request.

Please let me know if you have questions about the variance requests or my recommendations.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Michelle Fischer", with a long horizontal flourish extending to the right.

Michelle Fischer
Sign Administrator



5/30/12
m. J. J. J.

VARIANCE REQUEST LETTER

The owner of the Shamrock gas/store convenience facility located at 601 Hwy 290 W desires to change gas brands to CITGO, using the registered trademark logo and colors. In an effort to convert the brand in the quickest and most cost effective way, all existing signs will be just refaced, not adding any additional signage to this location. The variances requested are as follows:

1. Sign Variance Request to allow an existing nonconforming pole sign to remain (Section 26.04.004)
High-rise pylon is existing at 36'6" overall height and has a face size of 10'5" X 7'9" equaling 80.75 square feet in size with the registered trademark logo. This is a variance from height and size.
2. Sign Variance Request to allow an electronic LED changeable fuel price sign;
Sign Variance Request to exceed the maximum height allowed for a monument sign for a single unit property;
Sign Variance Request to exceed the maximum sign able area allowed for a monument sign for a single unit property;
Monument sign with the gas prices is
 - a. 109" tall and has Section. 26.06.063c(d)
 - b. electronic gas price changers with Section 26.05.001(3)Square footage of 62.57, also, has the registered trademark. Section 26.05.002 (2)
The legal documents for the registered trademark logo are attached.
3. Finally, the cumulative total of all signage is 166.62. This is a variance to Section 26.07.002c.

The existing building front signs will be removed and the canopy lighting and exterior lighting will be brought in to compliance with the City's lighting ordinance.



LEWIS SIGN

15740 BUSHEU 1977

16910 SH 35 Buda, TX 78610

Office: 512.312.4555 Fax: 512.312.4551

email: info@lewisign.com

DESIGN No.: 05-033	
Sheet: 1 of 6	PROJECT
CITGO	
ADDRESS	
601 HWY 290	
DRIPPING SPRINGS TX	
Acct. Rep.: BRANDON HALL	
Designer: ASHLEIGH FIDDLER	
Date: 05/15/12	REVISION / DATE

MANDATED BY STATE STATUTE:
 Anyone selling, installing or servicing electrical signs, outline lighting, lighted awnings, signals, LED's and existing outdoor electric discharge lighting must be licensed individually and the company they represent must maintain an Electric Sign Contractors License.

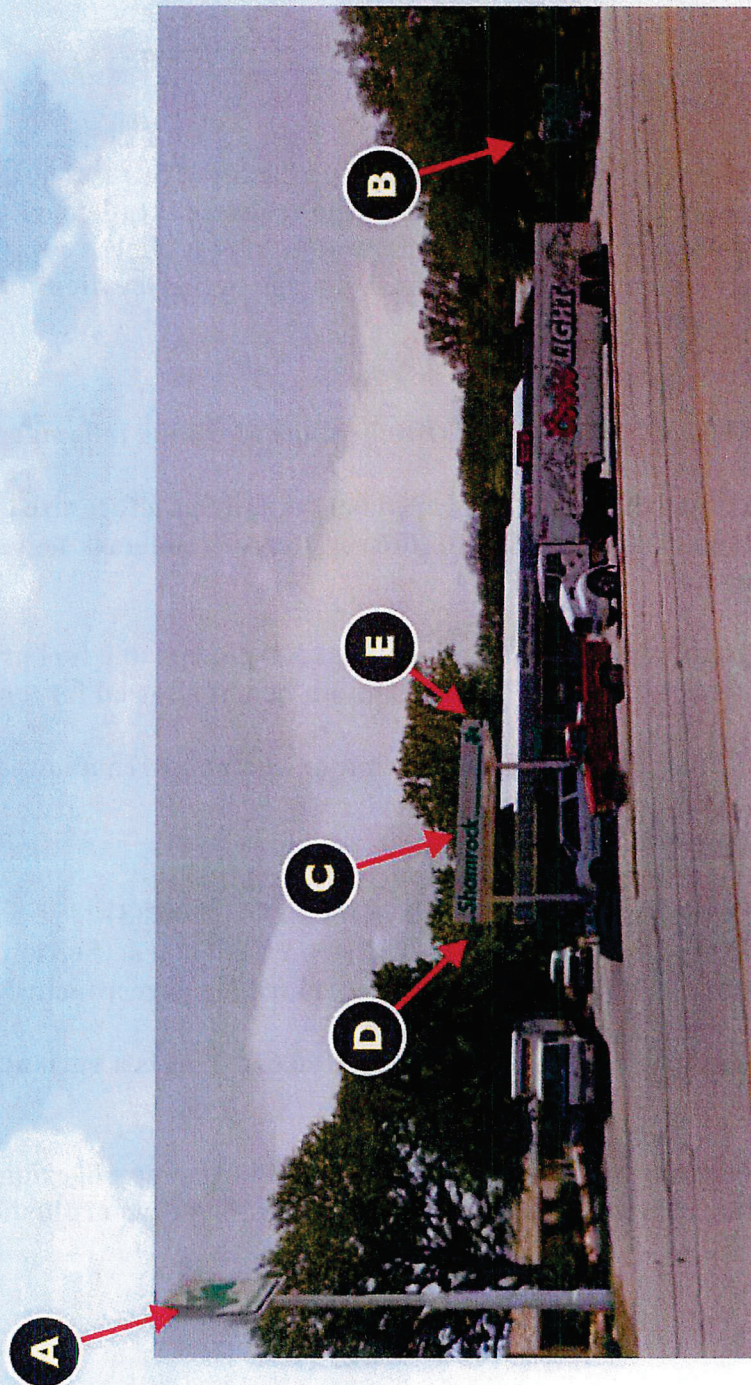
These license holders are regulated by the Texas Department of Licensing and Regulation. For compliance verification or complaints contact TDLR in Austin at 1-800-403-9202, 512-463-6599, or www.license.state.tx.us.

This firm's license is TSCC #18067 Sign Mover's License #7312. To verify a company's license, log on to www.license.state.tx.us/LicenseSearch Enter the company's name at "Inquire By Name" and press enter.

ELECTRICAL CONNECTION

IF PRIMARY POWER/BOX IS WITHIN 10'-0" OF SIGN, FINAL CONNECTION BY LEWIS SIGN. IF PRIMARY POWER/BOX IS FURTHER THAN 10'-0" FINAL CONNECTION TO BE BY CLIENT'S ELECTRICIAN.

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN.



SITE PLAN - CITGO DRIPPING SPRINGS

601 HWY 290, DRIPPING SPRINGS

CLIENT'S APPROVAL

Approval required before work can begin



PERMIT NUMBER _____

Sign Permit Application

SIGN PERMIT APPLICANT:

Name Lewis Sign- Ann Lewis
 Mailing Address PO Box 1645 Buda Tx 78610
 Telephone Number 512-312-4553 Email Address ann@lewissign.com

If the Applicant is a tenant, the property owner must agree to and sign the following:

I hereby request permission for the construction, operation, maintenance, modification, or display of the proposed sign or sign structure as described in this application.

Signature of Property Owner [Signature] Date 5/15/2012

Printed Name of Property Owner Amer Massood
 Telephone Number 512-797-7235 Email Address amer@austini.rr.com

CONTRACTOR INSTALLING THE SIGN, if any:

Name Lewis Sign
 Address PO Box 1665 Buda, Tx 78610
 Telephone Number 512-312-4555 Email Address 512-312-4551

PROPERTY WHERE THE SIGN IS TO BE INSTALLED:

Name 601 Hwy 290 W Citgo (formerly Shamrock)
 Physical Address/Legal Description 601 Hwy 290 W
 Phone Number 512-797-7235

DATE ON WHICH THE SIGN IS TO BE INSTALLED: TBA

ZONING DISTRICT IN WHICH THE PROPOSED SIGN WILL BE LOCATED (if in the City Limits):

VARIANCE: Will a variance be requested or has one been approved? ☒ Yes ☒ No

If so, attach variance request letter or information regarding approved variance.

variance required

SIGN DESCRIPTION: freestanding ☒Type of Sign: ☐Awning ☐Banner ☐Canopy ☐Changeable Copy ☐Community Service☐Concession Trailer ☐Construction/Development ☐Directory ☐Hanging☐Ingress/Egress ☐Menu Board ☐Mobile Service Provider ☐Monument Sign-Multi-Unit☐Monument Sign-Single ☐Monument Sign-Subdivision ☐Non-governmental Flag☐Private Traffic Control ☐Projecting ☐Real Estate ☐Special Event ☐Wall ☐WindowSurface Area of Sign: 10'5" x 7'9" = 80.75 SFHeight of Sign: 36'6"Location of Sign on Property: existing - near the ^{West} CanopyWill the sign be electrical or illuminated? ☒ Yes ☐ NoSign Materials: aluminium - acrylic - wire**ATTACH AN ILLUSTRATION THAT SHOWS THE FOLLOWING:**

All existing signs displayed on the property;

The location (indicate location on site plan, survey or plat of property; show setbacks and easements), height, and size of any proposed signs;

The items of information proposed to be displayed;

The percentage of the signable area covered by the proposed signs, if applicable;

Specifications for the construction or display of the sign, including the materials to be used in the construction of the sign and/or sign structure; and

Specifications for any internal or indirect illumination of the sign.

variance required to allow pole sign to remain



LEWIS SIGN

ESTABLISHED 1979

16910 S IH 35 Bldg, TX 78610

Office: 512.312.4555 Fax: 512.312.4551

email: info@lewisign.com

DESIGN No.: 05-033 R2	
Sheet: 2	of 6
PROJECT	
CITGO	
ADDRESS	
601 HWY 290	
DRIPPING SPRINGS TX	
Acct. Rep.: BRANDON HALL	
Designer: ASHLEIGH FIDDLER	
Date: 05/15/12	REVISION / DATE
05/16/12 REVISE LAYOUT AF	
05/23/12 REVISE LAYOUT AF	

MANDATED BY STATE STATUTE:
 Anyone selling, installing or servicing electrical signs, outline lighting, lighted awnings, signals, LED's and existing outdoor electric discharge lighting must be licensed individually and the company they represent must maintain an Electric Sign Contractors License.

These license holders are regulated by the Texas Department of Licensing and Regulation. For compliance verification or complaints contact TDLR in Austin at 1-800-403-9202, 512-463-4599, or www.license.state.tx.us.

This firm's license is TSLC #18067 Sign Master's License #7312. To verify a company's license, log on to www.license.state.tx.us/LicenseSearch Enter the company's name at "Inquire By Name" and press enter.

ELECTRICAL CONNECTION

IF PRIMARY POWER/BOX IS WITHIN 10'-0" OF SIGN, FINAL CONNECTION BY LEWIS SIGN. IF PRIMARY POWER/BOX IS FURTHER THAN 10'-0" FINAL CONNECTION TO BE BY CLIENT'S ELECTRICIAN.

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN.



A DOUBLE FACE POLE SIGN (REFACE)

ONE REQUIRED
 FONT: CUSTOM PER ART

SCALE: 1/4" = 1'-0"

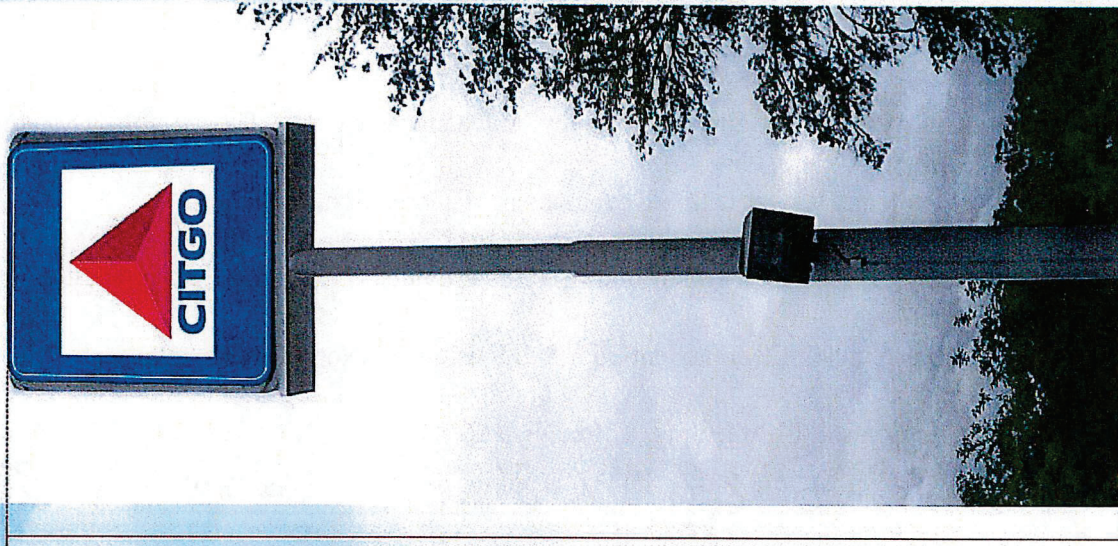
SQ. FT. EACH: 80.75

7'-9" (O.A.L.)

10'-5" (O.A.H.)



36'-6" (TO GRADE)



SCOPE OF WORK:

REMOVE AND DISPOSE OF EXISTING CABINET FACES.
 INSTALL NEW FACES PER SUPPLIED SPECS.
 PAINT CABINET AND POLE TO MATCH CITGO GRAY

FACE:

PANFORMED ACRYLIC FACES W/ CITGO
 REGISTERED TRADEMARK LOGO (BY OTHERS)
 OPAQUE WHITE BACKGROUND

CLIENT'S APPROVAL

Approval required before work can begin

SIGN DESCRIPTION: MonumentType of Sign: ☐Awning ☐Banner ☐Canopy ☐Changeable Copy ☐Community Service☐Concession Trailer ☐Construction/Development ☐Directory ☐Hanging☐Ingress/Egress ☐Menu Board ☐Mobile Service Provider ☐Monument Sign-Multi-Unit☒Monument Sign-Single ☐Monument Sign-Subdivision ☐Non-governmental Flag☐Private Traffic Control ☐Projecting ☐Real Estate ☐Special Event ☐Wall ☐WindowSurface Area of Sign: 5' 8 3/8" X 8' 1 3/4" 62.5 - 48.125 SFHeight of Sign: 109"Location of Sign on Property: east sideWill the sign be electrical or illuminated? ☒ Yes ☐ NoSign Materials: Aluminum**ATTACH AN ILLUSTRATION THAT SHOWS THE FOLLOWING:**

All existing signs displayed on the property;

The location (indicate location on site plan, survey or plat of property; show setbacks and easements), height, and size of any proposed signs;

The items of information proposed to be displayed;

The percentage of the signable area covered by the proposed signs, if applicable;

Specifications for the construction or display of the sign, including the materials to be used in the construction of the sign and/or sign structure; and

Specifications for any internal or indirect illumination of the sign.

variances required to exceed height and area allowed
 variance required for historic sign



LEWIS SIGN

ESTABLISHED 1957

16910 S IH 35 Buda, TX 78810

Office: 512.312.4555 Fax: 512.312.4551

email: info@lewisign.com

DESIGN No.: 05-033 R2	
Sheet: 3	of 6
PROJECT	
CITGO	
ADDRESS	
601 HWY 290	
DRIPPING SPRINGS TX	
Acc. Rep.: BRANDON HALL	
Designer: ASHLEIGH FIDDLER	
Date: 05/15/12	REVISION / DATE
05/16/12 REVISE LAYOUT AF	
05/23/12 REVISE LAYOUT AF	

MANDATED BY STATE STATUTE:
Anyone selling, installing or servicing electrical signs, outline lighting, lighted awnings, signals, LED's and existing outdoor electric discharge lighting must be licensed individually and the company they represent must maintain an Electric Sign Contractors License.

These license holders are regulated by the Texas Department of Licensing and Regulation. For compliance verification or complaints contact TDLR in Austin at 1-800-803-9702, 512-463-6599, or www.license.state.tx.us.

This firm's license is TSLC #18067 Sign Master's License #7312. To verify a company's license, log on to www.license.state.tx.us/LicenseSearch Enter the company's name at "Inquire By Name" and press enter.

ELECTRICAL CONNECTION

IF PRIMARY POWER/BOX IS WITHIN 10'-0" OF SIGN, FINAL CONNECTION BY LEWIS SIGN. IF PRIMARY POWER/BOX IS FURTHER THAN 10'-0" FINAL CONNECTION TO BE BY CLIENTS ELECTRICIAN.

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN.



B DOUBLE FACE POLE SIGN (REFACE)

ONE REQUIRED

FONT: CUSTOM PER ART

SCALE: 1/4" = 1'-0"

SQ. FT. EACH: 62.57

8'-1 3/4" (O.A.L.)

SCOPE OF WORK:

REMOVE AND DISPOSE OF EXISTING MONUMENT FACES.
INSTALL NEW ELECTRONIC PRICER FACES ON EXISTING CABINET
ELECTRONIC READERS TO BE ON STREET SIDE AND HAVE NIGHTTIME DIMMERS
GRAPHICS TO HAVE WHITE OPAQUE BACKGROUND
PAINT CABINET TO MATCH CITGO GRAY
MASONRY BASE BY OWNER
ADDITIONAL 120V 20AMP CONSTANT HOT CIRCUIT
MUST BE PROVIDED PRIOR TO INSTALL

BASE:

NOTES:

5'-8 3/8" (O.A.H.)

8'-3 1/2" (O.A.L.)



5'-10"

7'-7" (O.A.H.)

1'-9"

CLIENT'S APPROVAL

Approval required before work can begin

SIGN DESCRIPTION: CanopyType of Sign: ☐awning ☐Banner ☒Canopy ☐Changeable Copy ☐Community Service☐Concession Trailer ☐Construction/Development ☐Directory ☐Hanging☐Ingress/Egress ☐Menu Board ☐Mobile Service Provider ☐Monument Sign-Multi-Unit☐Monument Sign-Single ☐Monument Sign-Subdivision ☐Non-governmental Flag☐Private Traffic Control ☐Projecting ☐Real Estate ☐Special Event ☐Wall ☐WindowSurface Area of Sign: 3" X 24' 4 1/2"Height of Sign: Canopy 23.3' SFLocation of Sign on Property: over the gas pumpsWill the sign be electrical or illuminated? ☒ Yes ☐ No only the letters on frontSign Materials: aluminum**ATTACH AN ILLUSTRATION THAT SHOWS THE FOLLOWING:**

All existing signs displayed on the property;

The location (indicate location on site plan, survey or plat of property; show setbacks and easements), height, and size of any proposed signs;

The items of information proposed to be displayed;

The percentage of the signable area covered by the proposed signs, if applicable;

Specifications for the construction or display of the sign, including the materials to be used in the construction of the sign and/or sign structure; and

Specifications for any internal or indirect illumination of the sign.



LEWIS SIGN

UNIVERSITY MICROFILMS

16910 S IH 35 Buda, TX 78610

Office: 512.312.4555 Fax: 512.312.4551

email: info@lewisign.com

DESIGN No.: 05-033 R2	
Sheet: 4	of 6
PROJECT	
CITGO	
ADDRESS	
601 HWY 290	
DRIPPING SPRINGS TX	
Acct. Rep.: BRANDON HALL	
Designer: ASHLEIGH FIDDLER	
Date: 05/15/12	
REVISION / DATE	

05/16/12 REVISE LAYOUT AF
05/23/12 REVISE LAYOUT AF

MANDATED BY STATE STATUTE:
Anyone selling, installing or servicing electrical signs, outline lighting, lighted awnings, signals, LED's and existing outdoor electric discharge lighting must be licensed individually and the company they represent must maintain an Electric Sign Contractors License.

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This firm's license is TSLC #18067 Sign Master's License #1312. To verify a company's license, log on to www.license.state.tx.us/LicenseSearch Enter the company's name at "Inquire By Name" and press enter.

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C NORTH-FACING CANOPY (REFACE)

ONE REQUIRED

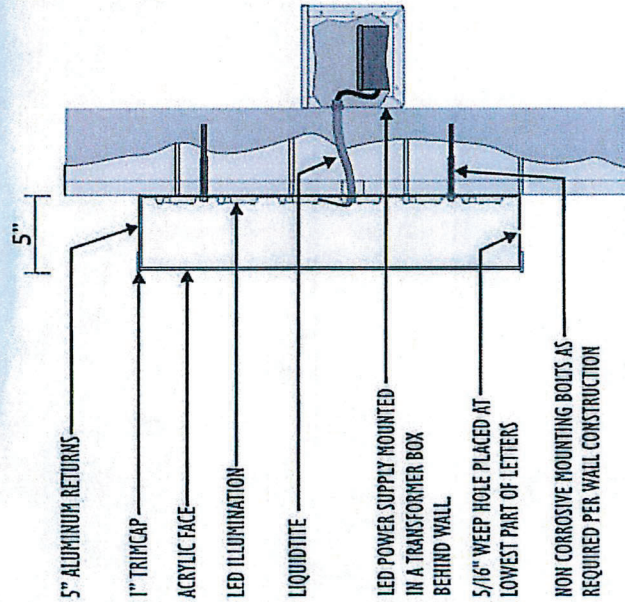
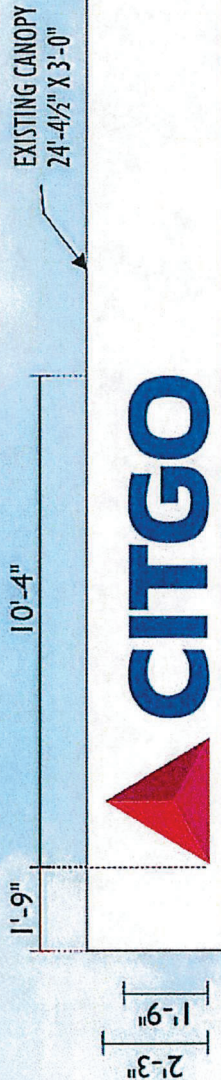
FONT: CUSTOM PER ART

SCALE: 1/4" = 1'-0"

SQ. FT. EACH: 23.25

SCOPE OF WORK:

CANOPY TO BE PREFINISHED WHITE (BY OTHERS)
INSTALL NEW 27" TRIMARK, 21" CITGO REGISTERED TRADEMARK ILLUMINATED LETTERS



SECTION DETAIL

NTS

FRONT LIT CHANNEL LETTERS LED ILLUMINATED



CLIENT'S APPROVAL

Approval required before work can begin



LEWIS★SIGN

ESTABLISHED 1977

16910 S IH 35 Suite, TX 78610

Office: 512.312.4555 Fax: 512.312.4551

email: info@lewisign.com

DESIGN No.: 05-033 R2	
Sheet: 5	of 6
PROJECT	
CITGO	
ADDRESS	
601 HWY 290	
DRIPPING SPRINGS TX	
Acct. Rep.: BRANDON HALL	
Designer: ASHLEIGH FIDDLER	
Date: 05/15/12	REVISION / DATE
05/16/12 REVISE LAYOUT AF	
05/23/12 REVISE LAYOUT AF	

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This firm's license is TSCC #18067 Sign Makers License #7312. To verify a company's license, log on to www.license.state.tx.us/LicenseSearch Enter the company's name at "Inquire By Name" and press enter.

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D EAST-FACING CANOPY (REFACE)

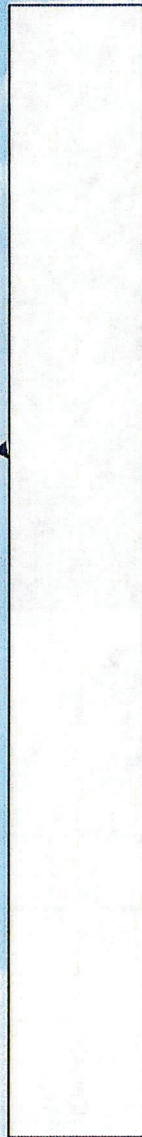
ONE REQUIRED
FONT: CUSTOM PER ART

SCALE: 1/4" = 1'-0"

SQ. FT. EACH: 0

SCOPE OF WORK: CANOPY TO BE PREFINISHED WHITE (BY OTHERS)

EXISTING CANOPY
24'-4 1/2" X 3'-0"



CLIENT'S APPROVAL

Approval required before work can begin



LEWIS★SIGN

ESTABLISHED 1977

16910 S IH 35 Buda, TX 78610

Office: 512.312.4555 Fax: 512.312.4551

email: info@lewisign.com

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Sheet: 6 of 6	PROJECT
	CITGO
	ADDRESS
	601 HWY 290
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ONE REQUIRED
FONT: CUSTOM PER ART

SQ. FT. EACH: 0

SCOPE OF WORK: CANOPY TO BE PREFINISHED WHITE (BY OTHERS)

EXISTING CANOPY
24'-4 1/2" X 3'-0"



CLIENT'S APPROVAL

Approval required before work can begin



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Andrew Binz – Director of Parks and Community Services

Council Meeting Date: October 1, 2024

Agenda Item Wording: Discuss and consider approval of a lease agreement with Veterans of Foreign Wars (VFW) Post 2933 and American Legion Post 290 for use of the “Triangle” at Veterans Memorial Park.

Agenda Item Requestor: Taline Manassian

Summary/Background: This lease agreement will serve as a continuation of previous lease agreements with the local VFW and American Legion for use of the “Triangle” at Veterans Memorial Park. The original lease agreement dates back to November 2005.

The VFW and American Legion would maintain the premises and use the area known as the “Triangle” for meetings and civic events, including those open to the public.

The proposed lease agreement has a five-year duration. Changes included in the proposed lease agreement include increasing the liability insurance coverage to \$2,000,000 and sections 4.1 Notice of Events and 4.2 Special Event Permits.

This agreement was approved by the Parks and Recreation Commission at their September 18th meeting.

Staff

Recommendations: Approval of agreement as presented.

Attachments: 2021 VFW American Legion Partial Lease Extension for Triangle
 2024 VFW and AL – Triangle Lease Agreement

Next Steps/Schedule: Execute the Agreement

TRIANGLE LEASE AGREEMENT

between

City of Dripping Springs

and

Veterans of Foreign Wars (VFW) Post 2933
and American Legion Post 290

Contract No. VFW20241101

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TRIANGLE LEASE AGREEMENT

THIS **TRIANGLE LEASE AGREEMENT** IS ENTERED BY AND BETWEEN THE **CITY OF DRIPPING SPRINGS** AND **VETERANS OF FOREIGN WARS (VFW) POST 2933** AND **AMERICAN LEGION POST 290**.

WHEREAS, the Landlord and Tenants entered into a Lease Agreement dated November 8, 2005 provided for the lease of the tract commonly known in the community as the “Triangle”, that being the grounds and Firehall, excluding the Dripping Springs Water Supply Corporation Property, located at the Premises; and

WHEREAS, the Landlord and Tenants entered into a partial extension of the November 8, 2005 Lease Agreement dated April 13, 2021 providing for a two-year extension through October 31, 2024 and removing the building from the Premises governed by the Lease Agreement;

WHEREAS, the Landlord and Tenants wish to replace the lease agreement upon its expiry on October 31, 2024 and have set forth in this Agreement the terms and conditions of the lease effective November 1, 2024;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE LANDLORD AND TENANTS AGREE AS FOLLOWS:

ARTICLE 1. GENERAL

1.1 Recitals

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

1.2 Effective Date

This Agreement shall be effective on November 1, 2024.

1.3 Duration

This Agreement shall remain in effect until October 31, 2029 unless terminated earlier in accordance with this Agreement.

ARTICLE 2. DEFINITIONS

In this Agreement:

- (a) **“American Legion”** means American Legion Post 290.
- (b) **“City”** means the City of Dripping Springs, Texas, an incorporated municipality.
- (c) **“Landlord”** means the City.

- (d) **“Parties”** means, collectively, the Landlord and Tenants.
- (e) **“Party”** means, as the context requires,
 - (i) any of the Landlord, VFW, or American Legion, or
 - (ii) either the Landlord or any of the Tenants.
- (f) **“Premises”** means the portion of Lot 1 and the entirety of Lot 2 of the Veterans Memorial Park Subdivision as shown in Exhibit “A”, having a street address of 140 East Mercer Street and located between the intersections of Highway 290 West, East Mercer Street and Ranch Road 12 in Dripping Springs, Texas.
- (g) **“Rent”** means the annual rent established in section 3.3 below.
- (h) **“Tenants”** means, collectively, the VFW and the American Legion.
- (i) **“Term”** means the lease term period between the Effective Date and the date until which this Agreement remains in effect as established in section 1.3 above.
- (j) **“VFW”** means the Veterans of Foreign Wars (VFW) Post 2933.

ARTICLE 3. LEASE TERMS

3.1 Grant of Lease

The Landlord agrees to lease, and the Tenants agree to Lease from the Landlord, the Premises.

3.2 Use of Premises

The Premises are to be used by the Tenants exclusively for the purposes of conducting meetings and civic events, including those open to the public. It is contemplated that the Premises may be used for Tenants’ memorial site and for private and public events related to the purpose of the VFW and American Legion, and as parking areas for such events. The Tenants may, with prior consent of the Landlord, use specified portions of Lot 1 of the Veterans Memorial Park Subdivision as parking areas for the Tenant’s events.

3.3 Rent

The Tenants shall pay Rent to the Landlord for the premises in the amount of Ten Dollars (\$10.00) per year.

3.4 Abatement

The Tenants’ covenants under this Agreement and the Landlord’s obligations under this Agreement are independent. Except as otherwise specifically provided herein, the Tenants will not be entitled to abate Rent for any reason.

3.5 Termination

This Agreement may be terminated by any Party for any reason upon receipt of written notice ninety (90) days before the termination date.

ARTICLE 4. TENANTS' COVENANTS

4.1 Notice of Events

The Tenants agree to provide at least 30 days notice of each event the Tenants host on the Premises to the City's Community Events Coordinator, or such other person as the City may designate for this purpose from time to time.

4.2 Special Event Permits

Without limiting the generality of section 4.5 below, the Tenants must obtain a Special Event Permit from the City as applicable.

4.3 As-Is Condition

The Tenants agree to accept the Premises in their present condition "as is" and as suitable for Tenants' intended use.

4.4 Payment of Rent

The Tenants agree to pay the Rent by the effective date of this Agreement and on the anniversary of this date each year thereafter.

4.5 Compliance with Laws

The Tenants agree to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and to performing the terms and conditions of this Agreement, including without limitation City ordinances governing park rules and special event permit requirements.

4.6 Landlord Access

The Tenants agree to allow the Landlord, and the Landlord's agents, employees, and contractors, to enter the Premises to perform the Landlord's obligations and to inspect the Premises.

4.7 Repair

The Tenants agree to repair any damage to the Premises caused or contributed to by either of the Tenants or the Tenants' invitees.

4.8 Maintenance by Tenants

The Tenants agree to maintain the Premises, including without limitation the flagpole, memorial wall, archways, and other related Tenant improvements, in a condition suitable for its intended use under this Agreement.

4.9 Insurance

- (a) The Tenants agree to maintain public liability insurance for the Premises and the conduct of the Tenants' use in an amount of at least two million dollars (\$2,000,000) and naming the City of Dripping Springs, Texas as an additional insured.
- (b) The Tenants agree to maintain insurance on the Tenants' improvements and personal property, carried by one or more insurance companies duly authorized to transact business in Texas.
- (c) The Tenants agree to deliver to the Landlord certificates of insurance confirming the coverages required under this section upon execution of this Agreement and thereafter as requested.

4.10 Indemnity

THE TENANTS SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE LANDLORD FROM ANY LOSS, ATTORNEY'S FEES, COURT AND OTHER COSTS, OR CLAIMS ARISING OUT OR IN ANY WAY CONNECTED WITH THE TENANTS' USE OF THE PREMISES.

4.11 Release of Claims, Subrogation

THE TENANTS AGREE TO RELEASE THE LANDLORD FROM ANY CLAIM, BY SUBROGATION OR OTHERWISE, FOR ANY DAMAGE TO THE PREMISES, REGARDLESS OF CAUSE, INCLUDING NEGLIGENCE OF LANDLORD OR TENANTS. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.

4.12 Attorney's Fees

If the Landlord retains an attorney to enforce this Agreement and the Landlord prevails in litigation, the Landlord is entitled to recover reasonable attorney's fees and court and other costs from the Tenants.

4.13 Prohibitions

The Tenants agree not to do any of the following without the prior written consent of the Landlord:

- (a) use the Premises for any purpose other than as permitted by this Agreement;
- (b) assign or sublet the Premises or any part thereof;

- (c) create or permit a nuisance on or about the Premises;
- (d) permit the destruction or devaluation of the Premises;
- (e) use the Premises in any way that is unduly hazardous, is materially likely to increase insurance premiums, or would void or invalidate insurance coverage in respect of the Premises;
- (f) alter the Premises without the Landlord's written consent, which may only be given by City Council.

ARTICLE 5. DEFAULT

5.1 Landlord's Remedies

- (a) The Landlord's remedies for Tenants' default are to:
 - (i) enter and take possession of the Premises, after which the Landlord may relet the Premises on behalf of the Tenants and receive rent directly by reason of the reletting, and the Tenants agree to reimburse the Landlord for any expenditures made in order to relet;
 - (ii) enter the Premises and perform the Tenants' obligations; and
 - (iii) terminate this Agreement by written notice and sue for damages.
- (b) The Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out the Tenants or any other person who may be occupying the Premises, until each default is cured, without being liable for damages.

5.2 Total or Partial Destruction

If the Premises are damaged by casualty, the Landlord has an option to restore the Premises. If the Landlord chooses not to restore, this Agreement will terminate. If the Landlord chooses to restore, the Landlord will notify the Tenants of the estimated time to restore and give the Tenants the option to terminate this Agreement by notifying Landlord within ten (10) days. If the Tenants do not terminate this Agreement, the lease will continue.

5.3 Mitigation

The Landlord and the Tenants have a duty to mitigate damages resulting from the other Party's breach of this Agreement.

ARTICLE 6. POST-TERM OBLIGATIONS

6.1 Surrender of Premises on Termination

The Tenants agree to vacate and surrender the Premises on termination of this Agreement, including without limitation termination upon ninety (90) days' notice by the Landlord in cases of neglect, waste, or failure to pay timely rent.

6.2 Holdover

If the Tenants do not vacate the Premises after termination of this Agreement, the Tenants will become Tenants-at-will and must vacate the Premises on receipt of notice from the Landlord. No holding over by the Tenants, whether with or without the consent of the Landlord, will extend the Term.

6.3 Fixtures

All permanent improvements made by Tenants shall become fixtures that remain with the Premises at the conclusion of the Term.

ARTICLE 7. MISCELLANEOUS

7.1 *Limitation of Warranties.*

THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS AGREEMENT, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS AGREEMENT.

7.2 Joint and Several Liability

The obligations, covenants, and responsibilities of the VFW and the American Legion under this Agreement shall be joint and several. This means that each of the VFW and American Legion shall be fully responsible for fulfilling the obligations set forth in this Agreement, and the Landlord may enforce this Agreement against the VFW, the American Legion, or both, as it sees fit. If either of the VFW or American Legion fulfills a portion or all of the obligations, it does not relieve the other Party from being liable for the entire obligation. The Landlord reserves the right to seek full performance or remedy from either or both of the VFW and American Legion at its discretion.

7.3 Assignment

Neither Party's obligations under this Agreement may be assigned or transferred to any other person, firm, or corporation without the prior written consent of the other Party.

7.4 Entire Agreement

This Agreement (including any and all Exhibits attached hereto) constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.

7.5 Amendment

This Agreement may only be amended in writing signed by both parties.

7.6 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

7.7 Force Majeure

Each of the Parties shall be excused from any delays and failures in the performance of the terms and conditions of this agreement, to the extent that such delays or failures result from causes beyond the delaying/failing Party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing Party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

7.8 Notice

- (a) 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 Landlord:

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

For the Tenants:

American Legion Post 290
PO Box 1413
Dripping Springs, TX 78620
info@post290tx.com

With a copy to:

VFW Post 2933
PO Box 216
Dripping Springs, TX 78620
post@vfw2933.com

- (b) 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.

7.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

7.10 Venue

The venue for any and all legal disputes arising under this Agreement shall be a court of competent jurisdiction located in Hays County, Texas.

7.11 Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties and delivered to the other Party. A signed copy of this Agreement delivered by facsimile, e mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

7.12 Section Headings, Exhibits

The article, section and subsection headings of this Agreement, shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

7.13 Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof.

7.14 Binding Effect

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

[THIS SPACE INTENTIONALLY BLANK]

7.15 Survival

Despite the termination of this Agreement, the following provisions, and the terms and conditions contained therein, shall remain in effect: 1.1 [Recitals], Article 2 [Definitions], 3.4 [Abatement], 3.5 [Termination], 4.4 [Payment of Rent], 4.7 [Repair], 4.8 [Maintenance by Tenants], 4.9 [Insurance], 4.10 [Indemnity], 4.11 [Release of Claims, Subrogation], 4.12 [Attorney's Fees], 4.13 [Prohibitions], Article 5 [Default], Article 6 [Post-Term Obligations], and Article 7 [Miscellaneous].

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT.

THE CITY:

City of Dripping Springs

Michelle Fischer
City Administrator

Date

THE TENANTS:

Veterans of Foreign Wars (VFW) Post 2933

Name:
Title:

Date

American Legion 2933 Post 290

Name:
Title:

Date

**Exhibit “A”:
PREMISES**



STATE OF TEXAS §
COUNTY OF HAYS §
CITY OF DRIPPING SPRINGS §

PARTIAL EXTENSION OF LEASE AGREEMENT: Triangle

1. **Date:** April 13, 2021
2. **Landlord:** City of Dripping Springs, Texas, an incorporated municipality.
3. **Landlord's Address:** City Hall, 511 Mercer Street, Dripping Springs, Texas 78620
4. **Tenants:** Veterans of Foreign Wars (VFW) Post 2933
American Legion Post 290
5. **Tenants' Address:** American Legion Post
290, P. O. Box 1413,
Dripping Springs, Texas 78620
6. **Premises:**
 - A. **Description:** Lots 1 and 2 of the Veteran's Memorial Park Subdivision as shown in Exhibit "A".
 - B. **Location:** Intersection of Highway 290 West and Ranch Road 12
 - C. **Street Address:** 27500 Ranch Road 12
 - D. **City, State, Zip:** Dripping Springs, Texas 78620
7. **Base Rent:** Ten (\$10.00) per year
8. **Extension:** In accordance with Section 8 of the Lease Agreement dated November 8, 2005, the Landlord and Tenant are exercising their option to extend (i.e., renew) the lease for an additional two-year period through October 31, 2024, except that the building on the premises is no longer a part of the Lease Agreement as it has been removed from the premises.
9. **Termination:** This lease may be terminated by either party for any reason upon receipt of written notice ninety (90) days prior to the termination date.
10. **Purpose:** The Premises are to be used exclusively by Tenants for the purposes of conducting meetings and civic events, including those open to the public. It is contemplated that the Premises will be used for Tenants' memorial site and for private and public events related to the purpose of

the VFW and American Legion. All events and activities shall comply with City ordinance and park rules including special event permit requirements when required. Tenants shall provide notice to City prior to any public events in order to ensure coordination with City rental of remainder of Veterans Memorial Park.

11. Clauses & Covenants:

A. Tenants agree to:

1. Accept the Premises in their present condition "AS IS" the Premises being currently suitable for Tenants' intended use.
2. Obey all laws, ordinances, orders, rules, and regulations applicable to the use, condition, and occupancy of the Premises.
3. Pay the Base Rent to Landlord at Landlord's Address no later than the October 15th of each year, with the first payment due upon execution of this Lease.
4. Allow Landlord to enter the Premises to perform Landlord's obligations, to include inspect of the Premises.
5. Repair any damage to the Premises caused by Tenants.
6. Maintain the Premises in a condition suitable for its intended use under this lease, including the flagpole, the memorial wall, archways, and other related Tenant improvements. Within three months of execution of this Agreement, the lessees shall prepare a plan for the garden area in front of the Welcome Sign including planting and maintenance. The plan shall be provided for approval to the Maintenance Director and implemented by the Tenants or their designees.
7. Maintain public liability insurance for the Premises and the conduct of Tenant's use in an amount of five hundred thousand dollars (\$500,000.00), naming Landlord as an additional named insured.
8. Maintain insurance on Tenant's improvements and personal property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas.
9. Deliver certificates of insurance to the Landlord before the execution of this Lease and thereafter when requested.
10. Indemnify, defend, and hold Landlord harmless from any loss, attorney's fees, court and other costs, or claims arising out of Tenant's use of the Premises.
11. Vacate and surrender the Premises on termination of this lease, including termination upon ninety (90) days' notice by Landlord in cases of neglect, waste, or failure to pay timely rent.

B. Tenant agrees not to:

1. Use the Premises for any purpose other than that stated in this Lease.
2. Create or permit a nuisance.
3. Allow for destruction or devaluation of the property.
4. Use the Premises in any way that is extra-hazardous, would increase insurance premiums, or would void insurance on the premises.
5. Alter the Premises without Landlord's written consent, which may be given by the City Council.

C. Landlord agrees to:

1. Lease to Tenant the Premises for the entire Term, unless terminated in accordance with this lease.
2. Maintain the Premises in a condition suitable for its intended use under this lease.

D. Landlord & Tenant agree to the following:

1. *Alterations.* Tenant is prohibited from making any permanent physical alterations to the Premises without Landlord's written consent. Tenant shall submit all construction plans and site plans to Landlord prior to construction for Landlord's approval. All permanent improvements made by Tenants shall become fixtures that remain with the Premises at the conclusion of the Lease Term.
2. *Release of Claims/Subrogation.* Tenant agrees to release Landlord from any claim, by subrogation or otherwise, for any damage to the Premises, regardless of cause, including negligence of Landlord or Tenant. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.
3. *Notice to Insurance Companies.* Landlord and Tenant will notify the issuing insurance companies of the release set forth in the preceding paragraph and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.
4. *Casualty/Total or Partial Destruction.* If the Premises are damaged by casualty, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten (10) days. If Tenant does not terminate this lease, the lease will continue.
5. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty (30) days after written notice and failing to provide Essential

Services to Tenant within ten (10) days after written notice.

6. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are, if Landlord fails to comply with any provision of this lease within thirty (30) days of written notice to terminate this lease.
7. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten (10) days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.
8. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to: (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.
9. *Default/Waiver/Mitigation.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.
10. *Holdover.* If Tenant does not vacate the Premises following termination of this Lease, Tenant will become a tenant at-will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.
11. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.
12. *Attorney's Fees.* If Landlord retains an attorney to enforce this lease and Landlord prevails in litigation, Landlord is entitled to recover reasonable attorney's fees and court and other costs.
13. *Law and Venue.* This lease shall be governed by the laws of the State of Texas. Venue is in any court of competent jurisdiction over the City of Dripping Springs, Hays County, Texas.
14. *Entire Agreement.* This lease is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.
15. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed

by Landlord and Tenant.

16. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

17. Notices. Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

18. Abandoned Property. Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

LANDLORD:

by: Bill Foulds Jr.
Bill Foulds Jr., Mayor
City of Dripping Springs, Texas

date: 4/13/21

TENANTS:

by: _____
Jerry Martin, Commander
VFW Post 2933

date: _____

by: _____
Ben Adari, Commander
American Legion Post 290

date: _____

by Landlord and Tenant.

16. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

17. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

18. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

LANDLORD:

by: Bill Foulds Jr.
Bill Foulds Jr., Mayor
City of Dripping Springs, Texas

date: 4/13/21

TENANTS:

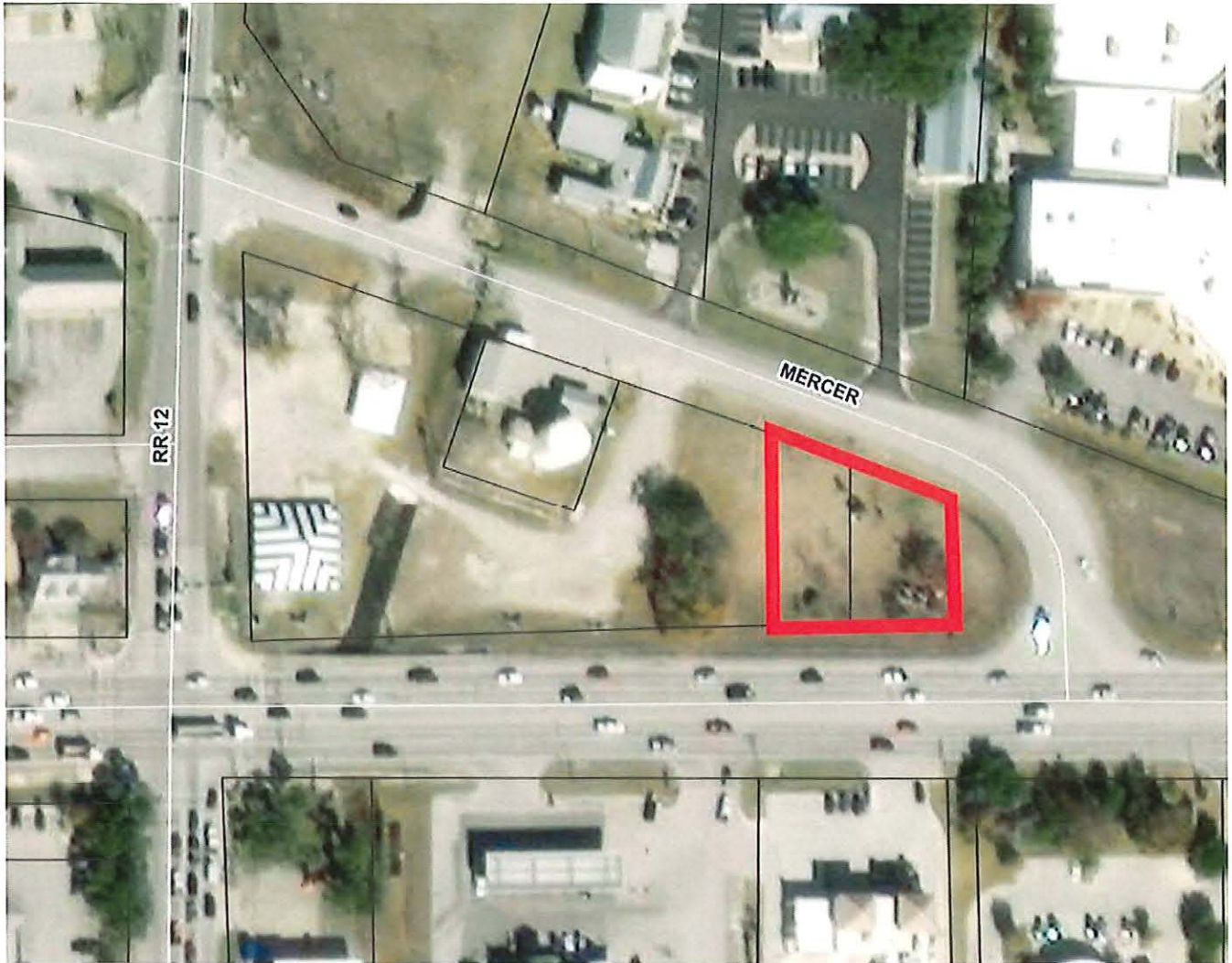
by: Jerry L Martin
Jerry Martin, Commander
VFW Post 2933

date: 4/16/2021

by: Ben Adari
Ben Adari, Commander
American Legion Post 290

date: 04/16/21

EXHIBIT "A"
Leased Premises



Received

A R 07 2022

Attachment A



City of Dripping Springs

City of Dripping Springs Donation Form

Date Form Completed: 2/7/22 Name of Donor: ATX Trees & Land Development, LLC

Address of Donor: 24250 RR12, Dripping Springs, TX 78620

Name of Donor's Representative (if different than Donor): Albert Sedillo

Phone Number of Donor: 512 749 5149

Email Address of Donor: atxtrees@icloud.com

Project for which Donation is made: American Legion/VFW Memorial Park

Is this a Donation of: Labor/In-Kind Services? Cash? ☐ Materials? ☐ Other? Tree

State the estimated completion date of project: Upon City of DS approval for planting

Description of Donation: 1 Crepe Myrtle tree

Actual or Approximate Value of Donation (including cost of materials and time): \$100.00

Method value was determined (e.g., actual, retail/wholesale, appraisal, fair market value, other):

Printed Name of Donor's Authorized Signee: Albert Sedillo

Title of Authorized Signee: Owner

Signature of Authorized Signee: [Signature]

Date Signed: 4/6/22

City Use Only:

Donation Agreement Required: ☐ Yes ☒ No

City Administrator Approval: ☒ Yes ☐ No

Commission/Board Approval: ☐ Yes ☐ No n/a

City Council Approval: ☐ Yes ☐ No n/a

ACCEPTED ON BEHALF OF THE CITY: 04/11/22 by: Michelle Fischer

file with lease agreement for portion of Triangle



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Michelle Fischer, City Administrator

Council Meeting Date: October 1, 2024

Agenda Item Wording: **Discuss and consider approval of Job Descriptions for Assistant Parks & Community Services Director, Assistant Park Maintenance Manager, and Human Resource Director, and approval of a revised job description for the People & Communications Director.** *Sponsor: Mayor Pro Tem Taline Manassian*

Agenda Item Requestor: Michelle Fischer, City Administrator & Andrew Binz, Parks & Community Services Director

Summary/Background: During the FY 2025 Budget Process, City Administrator Michelle Fischer and Parks & Community Services Director Andrew Binz submitted requests to create the positions of Assistant Parks & Community Services Director, Assistant Park Maintenance Manager, and Human Resource Director, and to revise the job description for the People & Communications Director. Funding for the new positions was approved in the Fiscal Year 2025 budget. The draft job descriptions are being presented for approval.

Recommended Council Actions: Approve the job descriptions for Assistant Parks & Community Services Director, Assistant Park Maintenance Manager, and Human Resource Director, and approve the revised job description for the People & Communications Director.

Attachments: Justifications, Parks & Community Services Department Organizational Chart, and draft job descriptions.

Next Steps/Schedule: Finalize job descriptions.

Parks & Community Services Department

FY25 Additional Staff Request

Existing Job Positions

Park Maintenance Worker (1) – General Fund

- Non-exempt \$22.00-\$24.00/hour.
- Position would also be included in the on-call schedule rotation.

New Job Positions

Assistant Director of Parks & Community Services (1) – General Fund

- Exempt \$75,000 - \$85,000

Assistant Park Maintenance Manager – General Fund

- Exempt \$55,000 - \$65,000

Park Maintenance Division – Restructure Proposal

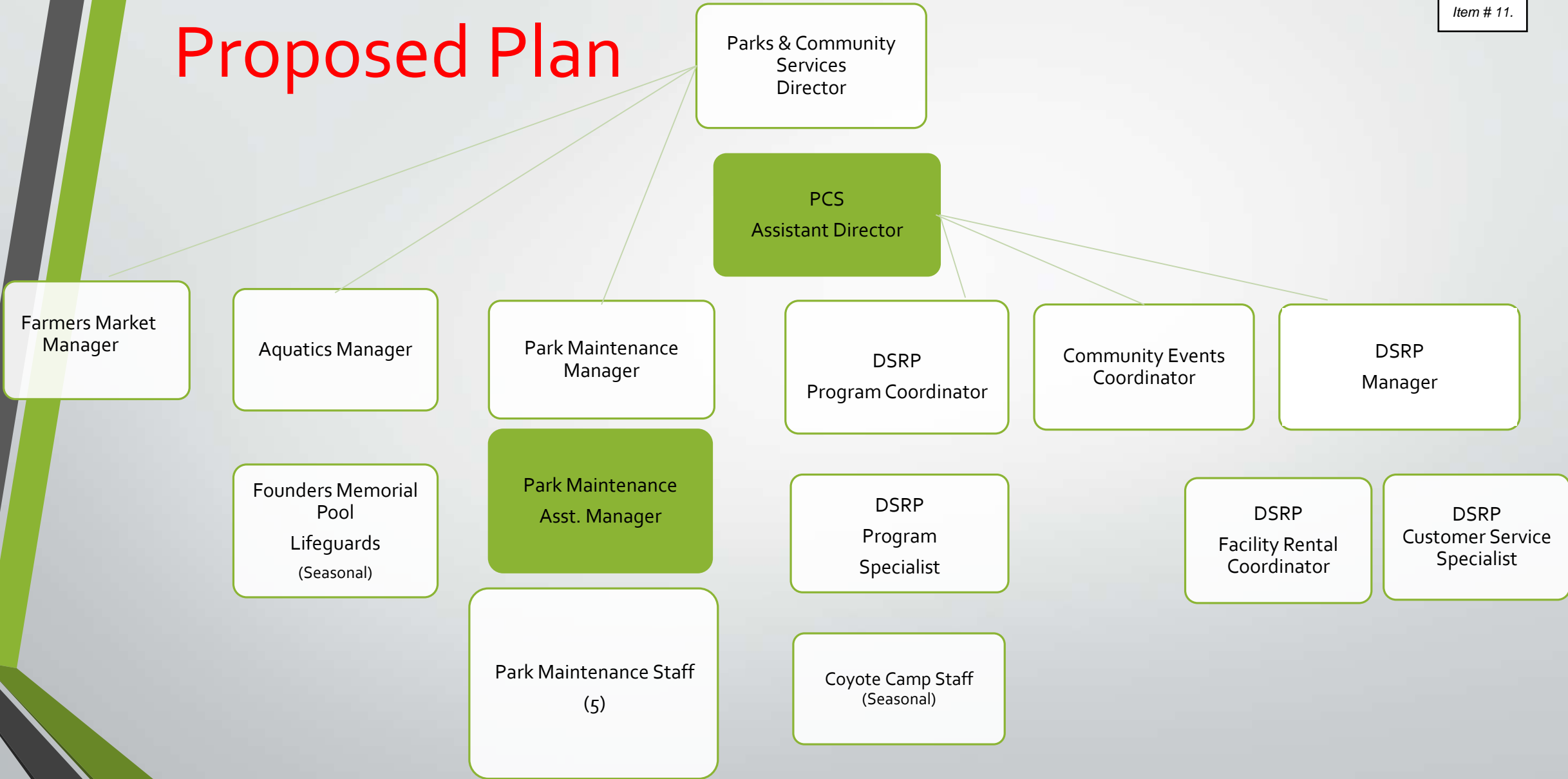
Park Maintenance Worker I

- Non-exempt \$22.00-\$24.00
- Basic training requirements
 - o FEMA IS100, IS200, IS700, IS800
 - o OSHA General Industry 10Hr
 - o Skid Steer Operation Training
 - o Heavy Equipment Training
- Valid Driver's License
- Takes direction from Park Maintenance Manager and Assistant Manager

Park Maintenance Worker II

- Non-exempt \$23.50-\$26.50
- All Basic training requirements are met
- Intermediate training (Completion and Licensed of 3)
 - o Certified Playground Safety Inspector License
 - o Texas Ag: Governmental Pesticide and Herbicide Applicator Training
 - o OSHA 30Hr General Industry and OSHA 30Hr Construction
 - o Aquatic Facility Operator or Certified Pool Operator
- Valid Driver's License
- Minimum of 1 Year service at City of Dripping Springs or equivalent experience
- Takes direction from Park Maintenance Manager and Assistant Manager

Proposed Plan



Future Plan





PARKS & COMMUNITY SERVICES ASSISTANT DIRECTOR FULL-TIME EXEMPT

A. GENERAL PURPOSE

The Parks & Community Services Assistant Director will serve under the supervision of the Parks & Community Services Director and will oversee the operations of Dripping Springs Ranch Park, Recreation Programs, and Community Events. This position requires knowledge of recreation activities, community events, parks, maintenance and special projects, finance and budgeting, and policy and program administration.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Assists the Director in managing the operations of the Parks & Community Services Department.
2. Assists the Director in developing and maintaining policies and regulations pertaining to parks and recreation; ensures compliance with all local, state, and federal regulations and laws governing department activities.
3. Supervises assigned divisions by lending supervision and leadership to staff.
4. Coordinates city-wide special events. Responsible for the organization, implementation, coordination, and evaluation of programs and events.
5. Assists with construction, capital and special projects, as assigned.
6. Assists in management of the development and implementation of department goals, objectives, policies, and priorities for each assigned division; establishes, within City policy, appropriate services and staffing levels, and allocates resources accordingly.
7. Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors workload, administrative and support functions, and internal reporting relationships; and identifies opportunities for improvement.
8. As assigned by the Parks & Community Services Director, acts as official department representative and provides assistance to other City departments and outside agencies.
9. Assists with selection, motivation, and evaluations of department staff; provides or coordinates training and works with employees to correct deficiencies; implements and

- administers disciplinary and termination procedures.
10. Assists Director with the department work plan and business plan; meets with management staff to identify and resolve problems; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures.
 11. Assists with managing and participates in the development and administration of the department budget; estimates funds needed for staffing, equipment, materials, supplies, and projects; directs the monitoring and approval of expenditures; directs the preparation and implementation of budgetary adjustments as necessary. Identifies and helps procure resource opportunities such as grants and donations. Maximizes revenue production through creative programming, sponsorships, and quality control.
 12. As directed, coordinates department activities with those of other departments and outside agencies and organizations; prepares and presents staff reports and other necessary communications. Responds to and resolves sensitive inquiries, concerns, and complaints from both internal and external sources.
 13. Manages and monitors work performance through the assistance of other directors or administrators, including making recommendations on hiring and disciplinary actions, evaluating program / work objectives and effectiveness, and realigning work and staffing assignments as needed.
 14. Attends assigned boards, commissions and / or committee meetings including the Dripping Springs Ranch Park Board and Founders Day Commission, and takes necessary action.
 15. Develops and implements department safety and training programs, establishes programs that limit the severity and number of on-the-job injuries and accidents.
 16. Coordinates the use of recreation fields and facilities. Oversees a variety of contracts such as service agreements, license and rental agreements, management agreements, and other similar documents pertinent to the operation of the parks system.
 17. Stays abreast of new trends and innovations in the field of Parks and Recreation.
 18. Maintains harmony among staff and resolves conflicts / grievances; assists subordinates in understanding / performing duties; adjusts procedures, as needed; -coordinates internal and external work teams; and addresses errors and complaints.
 19. Works with the People and Communications Director on developing, implementing, and evaluating marketing and communications plans for the department's programs, events, and facilities, including website content, advertisements, sponsorship packages, social media posts, fliers, graphics, etc.
 20. Maintains certain records and reports as required.
 21. Deals tactfully and courteously with the public.
 22. Establishes and maintains effective working relationships with other employees, volunteers, park users, and the public.
 23. Performs other duties as may be assigned.

C. SUPERVISION

Works under the general supervision of the Parks & Community Services Director.

D. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

1. Possession of a Bachelor's Degree in Parks and Recreation or related field with a minimum of five years of related experience or progressive supervisory experience required.
2. NRPA Certified Park and Recreation Professional or ability to obtain one within one year.
3. Must possess a valid Class C Texas Driver's License, clean driving record and working vehicle.
4. Knowledge of the parks and recreation industry and programming such as special events, sports leagues, facilities, aquatics, and park maintenance.
5. Excellent leadership, staff development, financial management and business management skills
6. Knowledge of municipal government planning and preparation, and public administration financing and purchasing regulations.
7. Excellent public relations, marketing, and public information concepts, practices, and skills.
8. Excellent communication and public speaking skills.
9. Ability to effectively plan, organize, and maintain records, implement written policies, and maintain good working relationships.
10. Ability to exercise good judgement and provide technical assistance to assigned staff and other city staff.
11. Ability to analyze problems and present appropriate recommendations.
12. Ability to complete attendance and accounting reports.
13. Ability to maintain regular and predictable attendance.
14. Standard First Aid and C.P.R. certifications required.
15. Ability to handle confidential and sensitive information while maintaining confidentiality.

E. TOOLS AND EQUIPMENT USED

General maintenance equipment, phone, calculator, computer, printer, and related software.

F. SPECIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to perform the essential functions if needed.

1. Work is performed in indoor and outdoor settings. Some outdoor work is required in visiting various parks, community events, facilities, and other areas of the City. Must be able to work outside in all weather conditions and be able to lift a minimum of 50 pounds.
2. While performing the duties of this job, the employee is regularly required to move around the facility to perform functions and assist visitors; communicate effectively, and operate objects, tools, or controls. The employee is often required to climb or balance; stoop, kneel, crouch, or crawl.

3. Must be able to distinguish colors when working with equipment, identifying and understanding electrical panels, etc.; must be able to operate assigned vehicle or equipment.

G. WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to perform the essential functions if needed.

1. While performing the duties of this job, the employee regularly works in outside weather conditions. Indoor and outdoor environments; exposure to extremes in weather condition; exposure to vibrations and noise; work on slippery or uneven surfaces, work with electricity; work with and around heavy machinery, work in or near vehicle traffic; exposure to dust and fumes from motorized equipment; possible exposure to toxic chemicals.
2. The noise level in the work environment is usually moderate to loud with frequent interruptions.

H. WORK HOURS

This is a full-time exempt position. Core work hours will be set by the Parks and Community Services Director. This position includes weekend hours, evening and night hours, Holiday hours and during emergencies as assigned year-round and shares the responsibility for staffing the Event Center during these hours with Event Center staff. This position is exempt and eligible for compensatory time off as described in the DRIPPING SPRINGS PERSONNEL MANUAL if the employee works more than forty (40) hours in a seven (7) day work period, and at the direction of the Parks and Community Services Director. Any compensatory time performed must be preapproved by the Parks and Community Services Director.

I. SALARY

Pay range is \$75,000 to \$85,000 annually. Salary is commensurate with the position. Pay days are those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.

J. BENEFITS

Benefits shall be in accordance with those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the employee's offer letter and subsequent revisions to the Manual.

K. EQUAL OPPORTUNITY EMPLOYER

The City's employment decisions are made without regard to race, color, religion, sex, age,

national origin, sexual orientation, 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. If you would like to arrange accommodation, we encourage you to contact Assistant City Administrator at (512) 858-4725.

Please note: *This Job Description is not a contract and shall not be construed to alter an employee's at-will relationship. The terms and conditions of any employee's position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee's Offer Letter shall be read together in harmony. If there are conflicts between this Position Description, the Personnel Manual, and the employee's Offer Letter, the most specific term or condition of employment shall govern.*



ASSISTANT PARK MAINTENANCE MANAGER FULL-TIME EXEMPT

A. GENERAL PURPOSE

Under general supervision of the Park Maintenance Manager, the Assistant Park Maintenance Manager performs duties necessary to manage the daily operations of the Park Maintenance division to ensure the proper operation of the City's public parks, common areas, open spaces, and facilities including Dripping Springs Ranch Park. This position is also responsible for the planning, coordination, scheduling, and supervision of Park Maintenance employees in assigned, regularly scheduled, or special event duties; construction projects; and activities for landscaping, maintenance, and irrigation of City parks, common areas, and facilities. This position is also responsible for ensuring safe, quality parks, open spaces, and making facilities accessible to the public.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Provides customer service.
2. Assists in the hiring, training, and supervising of all Park Maintenance employees.
3. Serves as support role to fellow Park Maintenance Workers and leads by example.
4. Works with Ranch Park Manager with scheduling Park Maintenance Workers for optimal facility coverage, shift performance, and support during large events.
5. Assists in conducting annual performance reviews for all Park Maintenance employees.
6. Performs daily walk-through duties viewing the parks and facilities with a scrutinizing detailed-oriented lens.
7. Manages all heavy equipment operation safety training and record keeping for staff.
8. Performs general daily maintenance duties and coordinates larger maintenance needs.
9. Is visible and available to assist during department programs and events.
10. Cleans restrooms, common areas, and seating areas, etc., within all parks and facilities.
11. Picks up and disposes of litter and glass.
12. Works in concert and as a team with Ranch Park Manager in all aspects of facility maintenance operations.
13. Reports all issues and concerns to the Park Maintenance Manager.
14. Assists in development of annual maintenance, facilities, and equipment budget.

15. Assists with the oversight of all volunteer work in parks including Hays County Master Naturalists, Hays County Master Gardeners, and Scout projects.
16. Assists with the oversight of the Park Bench and Tree Dedication program.
17. Assists with the oversight of the fleet management for all Parks and Community Services.
18. Maintains certain records and reports as required.
19. Deals tactfully and courteously with the public.
20. Establishes and maintains effective working relationships with other employees, volunteers, park users, and the public.
21. Performs other duties as assigned by the Park Maintenance Manager.

C. KNOWLEDGE, SKILLS, AND ABILITIES

1. Knowledge of landscaping and grounds maintenance techniques.
2. Knowledge of materials, methods, standards, equipment, and tools used in park maintenance.
3. Knowledge of mechanical principles.
4. Skill in the use of hand tools (e.g., rakes, shovels, hammers, pliers, loppers, post hole digger, auger, etc.) and power equipment (e.g., chain saws, weed eater, blowers, power washers, nail guns, mowers, drills, grinders, saws, etc.).
5. Skill in the operation of equipment (e.g., tractor with front end loader, box blade, ATV, etc.).
6. Skill in general construction and plumbing.
7. Skill in making minor facility, tool, and equipment repairs.
8. Skill in providing customer service in a courteous and professional manner.
9. Skill in working safely.
10. Skill in communicating effectively with team members, management, and general public.
11. Ability to work efficiently and independently with minimal supervision.
12. Ability to work in a team environment.

D. SUPERVISION

Works under the general direction of the Park Maintenance Manager. Supervises other Park Maintenance employees.

E. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

1. High School Diploma or GED required. Bachelor's degree in Parks & Recreation, Physical Education, or related field preferred.
2. Three (3) years of progressively responsible experience in public parks and facilities work, to include one (1) year in a lead or supervisory capacity.
3. Must possess a valid Class C Texas Driver's License, clean driving record, and working vehicle.
4. Standard First Aid and C.P.R. certifications or be able to obtain certifications within six months of employment.
5. At least two (2) of the following industry-related licenses or certifications required, or obtained within one (1) year of hire:
 - Landscape Irrigator (TCEQ)
 - Pesticide Applicator (TDA)
 - Certified Pool Operator (Pool & Hot Tub Alliance)

- Aquatic Facility Operator (NRPA)
 - Certified Park & Recreation Professional (NRPA)
 - Certified Playground Safety Inspector
 - Arborist
6. Ability to establish and maintain effective working relationships with employees, City officials, media, and general public.
 7. Ability to communicate effectively orally and in writing.
 8. Ability to handle confidential and sensitive information while maintaining confidentiality.

F. TOOLS AND EQUIPMENT USED

Heavy equipment, including but not limited to, front-end loader with box blade/arena drag, and tractor, general maintenance equipment, phone, calculator, computer, printer and related software.

G. SPECIAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to perform the essential functions if needed.

1. Work is performed in indoor and outdoor settings. Considerable outdoor work is required in the maintenance of all community parks and the Dripping Springs Ranch Park Event Center. Must be able to work outside in all weather conditions and be able to lift a minimum of 80 pounds.
2. While performing the duties of this job, the employee is regularly required to move around the facility to perform functions and assist visitors; communicate effectively, and operate objects, tools, or controls. The employee is often required to climb or balance, stoop, kneel, crouch, or crawl.
3. Must be able to distinguish colors when working with equipment, electrical panels, etc.; must be able to operate assigned vehicle or equipment.

H. WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to perform the essential functions if needed.

1. While performing the duties of this job, the employee regularly works in outside weather conditions. Indoor and outdoor environments; exposure to extremes in weather condition; exposure to vibrations and noise; work on slippery or uneven surfaces, work with electricity; work with and around heavy machinery, work in or near vehicle traffic; exposure to dust and fumes from motorized equipment; possible exposure to toxic chemicals.
2. The noise level in the work environment is usually moderate to loud.

I. WORK HOURS

This is a full-time exempt position. Core work hours will be set by the Park Maintenance Manager. This position includes weekend hours, evening and night hours, Holiday hours and during emergencies as assigned year-round and shares the responsibility for staffing the Event Center during these hours with Event Center staff. This is a full-time exempt position and eligible for compensatory time in lieu of overtime, as described in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL. Any compensatory hours performed must be preapproved by the direct supervisor.

J. SALARY

Pay range is \$55,000 to \$65,000 annually. Salary is commensurate with the position. Pay days are those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.

K. BENEFITS

Benefits shall be in accordance with those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the employee's offer letter and subsequent revisions to the Manual.

L. EQUAL OPPORTUNITY EMPLOYER

The City's employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, 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. If you would like to arrange accommodation, we encourage you to contact Assistant City Administrator at (512) 858-4725.

Please note: This Job Description is not a contract and shall not be construed to alter an employee's at-will relationship. The terms and conditions of any employee's position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee's Offer Letter shall be read together in harmony. If there are conflicts between this Position Description, the Personnel Manual, and the employee's Offer Letter, the most specific term or condition of employment shall govern.



Date: August 13, 2024

To: Mayor Foulds & City Council
From: Michelle Fischer, City Administrator

Re: Proposed Human Resources Director Job Description

I am proposing the creation of a Human Resources Director position in Fiscal Year 2025. If approved, the job description for the People & Communication Director will need to be revised. Both draft job descriptions are attached.

WHY THE POSITION IS NEEDED

As we grow, the volume of administrative tasks related to employee management increases. An HR Director is a strategic move that will significantly enhance our operational efficiency and employee satisfaction, helping with recruitment, onboarding, employee relations, benefits administration, and compliance with employment laws. This role is essential for managing the increasing demands of our growing workforce, ensuring that HR processes are streamlined and effective. The addition of an HR Director will support our growth, help maintain high employee morale, and ensure legal compliance, thereby contributing to our long-term success. This is especially important as we grow and because our organization is in several different locations.

Another reason is moving all the recruitment duties being done by the Executive Assistant to this position. Currently, the Executive Assistant is collecting and distributing resumes to department heads and City Administrators.

The HR Director will also schedule interviews, maintain applications and interview questions and scoring documents, draft employment offer letters for the City Administrator or designee, and send offer letters. These tasks are currently performed by department heads and City Administrators. By moving these duties to the HR Director, we will have a clearer picture of what is working and what isn't in job searches, with all recruiting processes done through one department/person. Additionally, the processes will be more efficient and documents better managed and maintained.

The HR Director position can also help with succession planning for the City by working with City Administrators and department heads to identify high-potential employees, facilitate training and development programs, and maintaining up-to-date records of employee performance and career aspirations.

Open spaces, friendly faces.



I would also like the HR Director to be involved in employee training. We need to do a better job of offering in-house training to employees on a regular basis. There are many kinds of training that multiple departments can benefit from having. The HR Director can plan and coordinate training with department heads, notify employees of such training, and document employee participation in the training.

The People & Communications Director's responsibilities have significantly grown. When human resources duties were added to the job description in 2022, there were 43 regular employees. Now there are 63 with 2 more positions proposed for 2025. There were also around 40 seasonal and intermittent employees this current year. The position now oversees the Visitors Bureau and has been tasked with more communications and marketing projects than ever before, such as Stars of Dripping Springs, Winter Wonderland, Songwriters Festival, and an overall Christmas Holiday themed umbrella marketing program for various events. There has been a large turnover of Founders Day Festival commissioners, and the People & Communications Director is expected to play a more active role in promoting and obtaining sponsorships for the festival.

The People & Communications Director will still have responsibilities related to Culture and Employee Engagement. She will continue to oversee internal communications, which include branding, core values, and an audience made up of employees, management, and city officials. Lisa is very good at these things and wants to continue to oversee them. Some of these things will need to be coordinated with the HR Director.

The compliance and personnel issues would be under the HR Director. These issues are related to duties that would be better performed by an HR Director trained in them.

I discussed the proposed HR Director and revised People & Communications Director job descriptions with our HR Consultant Kerry Garman. He is supportive of these two positions and reviewed the job descriptions. He advised that it will be critical to make sure the two employees understand their roles and work together well. He has seen similar positions work well within an organization. Lisa is confident that she will be able to do this.

The City Attorneys assisted in the drafting of the HR Director job description and revision of the People & Communications Director job description. The Deputy City Administrators have reviewed the job descriptions and support the creation of the HR Director position and revised People & Communications job description.

Open spaces, friendly faces.



Deputy City Administrator Shawn Cox investigated the salary for HR Directors in our area and at similar cities. He recommends the HR Director position range be posted with an annually salary range of \$100,000 to \$120,000.

If an HR Director position is not created, I recommend we increase the responsibilities of the Administrative Assistant/Receptionist to assist with HR administrative duties and raise her pay accordingly. The Executive Assistant, department heads, and City Administrators would continue to assist in some HR duties. The People & Communications Director has had to put in a lot of comp time to perform her duties and having the Administrative Assistant would help greatly (current balance for comp time is 131.5 hours and vacation is 136.2 hours). Doing this sooner, rather than later, would be important, if this is the direction the city goes, so that she could assist the People & Communications Director with the upcoming employee benefits enrollment period.

Please let me know if you have any questions about the proposed HR Director position.



DRIPPING SPRINGS
Texas

HUMAN RESOURCES DIRECTOR FULL-TIME EXEMPT

A. GENERAL PURPOSE

Under direction of the City Administrator, the Human Resources Director directs, manages, supervises and coordinates the activities and operations of the Human Resources department including recruitment, retention, employment services, personnel issues, compensation and benefits, customer service, training, succession planning, safety, workers' compensation, organization and policy development, and payroll support. The Human Resources Director will have the opportunity to identify critical issues and priorities and set strategic priorities for the department. The role involves administering human resources policies, procedures, and programs, ensuring compliance with relevant laws and regulations, and supporting the overall mission and goals of the City. This position serves as a strategic partner with leadership and employees to support high performance in City departments and achieve organizational goals while mitigating employment-related liability for the organization.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Advises department heads and supervisors on local, state, and federal policies regarding equal employment opportunities, compensation, and employee benefits.
2. Ensures the organization's compliance with federal, state, and local employment laws and regulations, and best practices.
3. Coordinates Human Resources department activities with other departments and agencies as needed.
4. Helps develop and implement personnel policies and procedures. Recommends and implements changes in personnel policies and procedures.
5. Oversees the employee performance and evaluation program.
6. Administers the employee benefits program.
7. Conducts new hire employee orientation sessions, creates, updates, and maintains onboarding and offboarding documentation.

8. Assists with the preparation and revision of job descriptions for proposed and budgeted positions, posts jobs on city and other websites.
9. Provides guidance on employee retention and succession planning.
10. Oversees salary surveying including gathering, analyzing, and applying compensation data to identify gaps or discrepancies. Ensures compliance with legal requirements and internal equity standards and ensures the city remains competitive in the job market.
11. Facilitates and documents employee and management training, and certification activities; coordinates training/development conducted by others. Works with People and Communications Director on employee professional growth programs to improve team functional and/or individual performance as it relates to engagement and creating a supportive environment.
12. Assists People and Communications Director with development and oversight of employee engagement, recognition, and wellness programs.
13. Provides support for personnel related issues and counseling, including receiving grievances and complaints, and works with employees and management to resolve them.
14. Provides professional advice to the city officials; makes presentations to councils, boards, and commissions.
15. Communicates official plans, policies, and procedures to staff.
16. Oversees the creation, analysis, maintenance, and communication of required Human Resources records.
17. Attends staff meetings and briefings with department heads.
18. Prepares a variety of studies, reports, and related information for decision-making purposes.
19. Prepares and administers the budget of the Human Resources department.
20. Works with outside Human Resources Consultants as needed.
21. Travels to various destinations in and out of the City.
22. Performs other tasks as assigned by City Administrator and Deputy City Administrators.

C. EDUCATION & EXPERIENCE

Must possess a Bachelor's degree in Human Resources or a closely related field or professional certification (PHR, SPHR, SHRM-CP, GPHR, CCP, CEBS, CPLP, CERL, or equivalent). Must have at least four (4) years of increasingly responsible work in generalist human resources work with broad knowledge of benefits administration, recruitment and employee selection, compensation and employee relations or any equivalent combination of education, training and

experience. Experience in municipal or related government work preferred.

D. NECESSARY KNOWLEDGE, SKILLS, AND ABILITIES

1. Able to use tools and equipment listed below.
2. Ability to establish and maintain effective working relationships with employees, City Officials, and general public.
3. Strong analytical and problem-solving skills.
4. Strong supervisory and leadership skills to lead and motivate teams, drive City initiatives, and foster a positive and inclusive work environment.
5. Ability to communicate effectively orally and in writing.
6. Typing, filing and sorting, postings of documents.
7. Skill, tact, and diplomacy as liaison between Mayor, City Council, staff, State and County officials, and general public.
8. Maintain confidentiality.

E. TOOLS AND EQUIPMENT USED

Personal computer, including word processing and spreadsheet software; 10-key calculator; phone; and copy machine.

F. SPECIAL REQUIREMENTS

1. A valid state driver's license.
2. While performing the duties of this job, the employee is required to sit for extended periods of time and communicate orally with others. The employee is occasionally required to move around City Hall and around different sites within the City.

G. WORK HOURS

Core work hours are between 8:00 am and 5:00 pm, including one hour for lunch, Monday through Friday, except holidays as determined by the City Holiday Calendar. Non-traditional work hours may be required and shall be coordinated with the City Administrator or Deputy City Administrators. This is a full-time exempt position and eligible for compensatory time off as described in the DRIPPING SPRINGS PERSONNEL MANUAL. Any compensatory time performed must be preapproved by the direct supervisor.

H. SALARY

Pay range is \$100,000 to \$120,000 annually. Salary is commensurate with the position. Pay days
Human Resources Director
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will be the days as listed in the current CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.

I. BENEFITS

Benefits shall be in accordance with those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the employee's offer letter and subsequent revisions to the Manual.

J. EQUAL OPPORTUNITY EMPLOYER

The City's employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, 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. To discuss an accommodation, please contact the Human Resource Director or City Administrator at (512) 858-4725.

***Please note:** This Position Description is not a contract, and shall not be construed to alter an employee's at-will relationship. The terms and conditions of any employee's position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee's Offer Letter shall be read together in harmony. If there are conflicts between this Position Description, the Personnel Manual, and the employee's Offer Letter, the most specific term or condition of employment shall govern.*



DRIPPING SPRINGS
Texas

PEOPLE & COMMUNICATIONS DIRECTOR FULL-TIME EXEMPT

A. GENERAL PURPOSE

Directs internal and external marketing, communications, and public relations for the City. Oversees the visitors and tourism division. Under direction of the City Administrator, develops, manages, and coordinates comprehensive culture and employee engagement programs that connect employees and departments with the City's vision and values, that includes, recognition, wellness, team-building, professional development, and training.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

COMMUNICATIONS:

1. Oversees all marketing and communications for the City, working with City Leaders and Division/Department heads on their marketing/communications goals and visions. This includes but is not limited to external & internal communications, press relations, branding, graphic design, website design and content, social media content, promotions, and advertising.
2. Acts as the City's primary communications contact with the media and public by establishing proactive media and community relations; writing, reviewing, and editing of news releases, newsletters, emails, articles, postings, fact sheets, brochures, speeches, and other literature under the supervision of the City Administrator.
3. Exercises discretion and independent judgment with respect to matters related to communications and media responses.
4. Develops, implements, and maintains effective public information programs and public relations activities.
5. Establishes a good working relationship with the media and public by answering queries promptly, arranging interviews, assisting the City Secretary with Public Information Act requests, and being present at community events, etc.
6. Is the lead on all branding of products, services, programs, events, and City entities.
7. Maintains website, social media, and City data and calendars up to date and distributed in a timely manner.

8. Reviews, edits, and approves outgoing communications with the general public to ensure the messages are consistent, information is accurate, and any policies are followed throughout all pieces.
9. May work non-traditional work hours for presence at various special events and City meetings.
10. Collaborates on the development and execution of marketing and communication plans and policies for various media and information campaigns.
11. Assists with the organization, coordination, and administrative duties related to special events sponsored by the City, such as the Founders Day Festival and Christmas on Mercer Street.
12. Oversees and develops content for City's website, social media, marketing, and advertising.
13. Provides oversight and regular evaluation of the quality and effectiveness of City communications channels and vehicles, as well as develop and implement plans for improvement.
14. Seeks opportunities to inform and educate the public about the City and its programs and services through marketing and communication tools.
15. Maintains continuous contact with vendors such as photographers, graphic designers, printers, and others used by the City in the development and distribution of printed materials and other communication tools.
16. Supervises the work of the Content Marketing Specialist. Performs employee performance reviews. Provides other reviews/disciplinary measures as needed.

TOURISM:

1. Oversees the Tourism Department of the City. Supervises the Tourism Manager, and works with the manager to plan, direct, organize, and coordinate the promotion of Dripping Springs as a tourist destination.
2. Works with Tourism Manager and other Dripping Springs Visitors Bureau employees on strategic marketing plan and implementation. Evaluates, develops, and standardizes procedures and methods to improve the efficiency and effectiveness of the current City tourism related programs, projects, and activities; as needed, develops new strategies, programs, and policies that promote responsible tourism.
3. Builds tourism-related revenues through the effective use of strategic planning, leadership skills, community assets, industry knowledge and relationships, and evolving tourism practices.

4. Develops and recommends an annual tourism budget. Upon approval of budget, operates within that budget.
5. Manages the Destination Dripping Springs brand. Oversees marketing plans and analytic reports. Connects the Destination Dripping Springs Brand with the City Brand but keeps them separate entities.
6. Oversees the running of the Dripping Springs Visitor Center, working with other departments on maintenance, IT, and other needs.
7. Acts as liaison with the community including local tourism partners, Dripping Springs Visitors Bureau Advisory Board, Dripping Springs Chambers of Commerce, local organizations, and professional tourism organizations, as well as with surrounding Hill Country tourism partners.
8. Supervises the work of the Tourism Manager. Performs ~~an~~ performance reviews. Provides other reviews/disciplinary measures as needed.

CULTURE/EMPLOYEE ENGAGEMENT:

1. Serves as a strategic partner with leadership and employees to support high performance in City departments and achieve organizational goals. Oversees employee culture and engagement, acting as a steward of our culture and reinforcing the City's core values, by recommending and executing best practices that help shape the experience and structure needed to optimize the City's culture. Monitors and reports on employee experience and engagement. Fosters a positive work environment to help ensure employees are committed to City's goals and values.
2. Connects and reflects our culture in our branding, marketing, and communications. Helps City leaders build high-performing teams that embody our visions and core values through programs, training, team-building, recognition programs, and professional development.
3. Communicates the City's culture goals through internal communications, staff meetings, and one-on-ones. With City Leaders, fosters a culture of innovation when it comes to problem solving and overcoming challenges facing the City. Facilitates open and transparent communication.
4. Conducts employee engagement surveys and focus groups and utilizes data from surveys and other teammate feedback to identify trends, issues, and areas for improvement.
5. Provides programs, resources, and coaching to leaders and employees on strategies to build engagement and enhance the employee experience. Supports employee professional growth through training and development programs to improve and enhance team and/or individual

performance. Trains managers and leaders on how to engage their teams effectively and create a supportive environment.

6. Develops and oversees employee recognition and wellness programs.
7. Recommends changes in personnel policies and procedures related to employee relations, engagement, and wellness.
8. Participates in new hire employee orientation sessions, incorporating culture and engagement in the onboarding process.
9. Works with the Human Resource Director on developing and implementing strategies for employee recruitment and retention.
10. Provides support to Human Resource Director on mediating conflicts and addressing grievances to maintain a harmonious work environment.
11. Organizes engagement events and activities such as quarterly meetings, retreats, social gatherings to build community and connection among employees.
12. Creates and maintains intranet.
13. Travels to various destinations in and out of the City.
14. Performs other tasks as assigned by City Administrator and Deputy City Administrators.
15. Supervises the work of the Administrative Assistant and Receptionist, and direct reports in the Communications and Visitors Bureau departments. Performs employee performance reviews. Provides other reviews/disciplinary measures as needed.

C. EDUCATION & EXPERIENCE

Must possess a Bachelor's degree in Journalism, Public Relations, Communications, Public Administration, or a closely related field. Must have at least eight (8) years of increasingly responsible work in a management capacity in the Communications, Marketing, and Employee Experience fields. Previous work experience for a city or other governmental entity preferred.

D. NECESSARY KNOWLEDGE, SKILLS, AND ABILITIES

1. Able to use tools and equipment listed below.
2. Ability to establish and maintain effective working relationships with employees, City Officials, media, and general public. Strong verbal and written communication skills;

ability to understand and relate to employees' needs and concerns; ability to design engaging programs and initiatives.

3. Typing, filing, sorting, postings of documents.
4. Skill, tact, and diplomacy as liaison between Mayor, City Council, staff, State and County officials, media, and general public.
5. Maintain confidentiality.
6. Ability to use Facebook, Instagram, LinkedIn, and other social media programs effectively as directed by the City Administrator and Deputy City Administrator.

E. TOOLS AND EQUIPMENT USED

Personal computer, including word processing and spreadsheet software; 10-key calculator; phone; and copy machine.

F. SPECIAL REQUIREMENTS

1. A valid state driver's license.
2. While performing the duties of this job, the employee is required to sit for extended periods of time and communicate orally with others. The employee is occasionally required to move around City Hall and around different sites within the City.

G. WORK HOURS

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H. SALARY

Pay range is \$XX to \$XX annually. Salary is commensurate with the position. Pay days will be the days as listed in the current CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.

I. BENEFITS

Benefits shall be in accordance with those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the employee's offer letter and subsequent revisions to the Manual.

J. EQUAL OPPORTUNITY EMPLOYER

The City's employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, 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. To discuss an accommodation, please contact the Human Resource Director at (512) 858-4725.

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DRIPPING SPRINGS
Texas

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A. GENERAL PURPOSE

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B. ESSENTIAL DUTIES AND RESPONSIBILITIES

COMMUNICATIONS:

1. Oversees all marketing and communications for the City, working with City Leaders and Division/Department heads on their marketing/communications goals and visions. This includes but is not limited to external & internal communications, press relations, branding, graphic design, website design and content, social media content, promotions, and advertising.
2. Acts as the City's primary communications contact with the media and public by establishing proactive media and community relations; writing, reviewing, and editing of news releases, newsletters, emails, articles, postings, fact sheets, brochures, speeches, and other literature under the supervision of the City Administrator.
3. Exercises discretion and independent judgment with respect to matters related to communications and media responses.
4. Develops, implements, and maintains effective public information programs and public relations activities.

5. Establishes a good working relationship with the media and public by answering queries promptly, arranging interviews, assisting the City Secretary with Public Information Act requests, and being present at community events, etc.
6. Is the lead on all branding of products, services, programs, events, and City entities.
7. Maintains website, social media, and City data and calendars up to date and distributed in a timely manner.
8. Reviews, edits, and approves outgoing communications with the general public to ensure the messages are consistent, information is accurate, and any policies are followed throughout all pieces.
9. May work non-traditional work hours for presence at various special events and City meetings.
10. Collaborates on the development and execution of marketing and communication plans and policies for various media and information campaigns.
11. Assists with the organization, coordination, and administrative duties related to special events sponsored by the City, such as the Founders Day Festival and Christmas on Mercer Street.
12. Oversees and develops content for City's website, social media, marketing, and advertising.
13. Provides oversight and regular evaluation of the quality and effectiveness of City communications channels and vehicles, as well as develop and implement plans for improvement.
14. Seeks opportunities to inform and educate the public about the City and its programs and services through marketing and communication tools.
15. Maintains continuous contact with vendors such as photographers, graphic designers, printers, and others used by the City in the development and distribution of printed materials and other communication tools.
16. Supervises the work of the Content Marketing Specialist. Performs employee performance reviews. Provides other reviews/disciplinary measures as needed.

CULTURE/HUMAN RESOURCES:

- ~~1. Oversees employee culture and engagement, acting as a steward of our culture and reinforcing the City's core values. Recommends and executes best practices to help shape the experience and structure needed to optimize the City's culture, as well as monitoring and reporting on employee experience and engagement.~~

- ~~2. Connects and reflects our culture in our branding, marketing, and communications. Helps City leaders build high-performing teams that embody our visions and core values, helping create a strong organizational culture that allows employees to thrive throughout their tenure with the City through programs, training, and other methods.~~
- ~~3.1. Communicates the City's culture goals through internal communications, staff meetings, and one-on-ones. With City Leaders, fosters a culture of innovation when it comes to problem solving and overcoming challenges facing the City. Connects the residential and business community with that innovation through communications.~~
- ~~4. Conducts employee engagement surveys and utilizes data from engagement surveys and other teammate feedback to provide programs, resources, and coaching to leaders and employees on strategies to build engagement and enhance the employee experience (engagement measures, turnover & exit interviews).~~
- ~~5. Conducts employee, organization, and management training/development activities to improve team functional and/or individual performance; coordinates training/development conducted by others.~~
- ~~6.1. Develops and oversees employee recognition and wellness programs.~~
- ~~7. Helps develop and implement personnel policies and procedures. Recommends and implements changes in personnel policies and procedures.~~
- ~~8. Oversees the employee performance and evaluation program.~~
- ~~9. Assists in administering the employee benefits program.~~
- ~~10. Conducts new hire employee orientation sessions, maintains onboarding and offboarding documentation.~~
- ~~11. Assists with the preparation and revision of job descriptions for proposed and budgeted positions, posts jobs on city and other websites.~~
- ~~12. Provides support for personnel related issues and counseling, including receiving grievances and complaints and works with employees and management to resolve them.~~
- ~~13. Develops and implements strategies for employee recruitment and retention.~~
- ~~14. Works with outside Human Resources Consultants as needed.~~

~~15.1. Creates and maintains intranet.~~

~~16.1. Travels to various destinations in and out of the City.~~

~~17.1. Performs other tasks as assigned by City Administrator and Deputy City Administrators.~~

~~Supervises the work of the Administrative Assistant (Receptionist). Performs employee performance reviews. Provides other reviews/disciplinary measures as needed.~~

TOURISM:

1. Oversees the Tourism Department of the City. Supervises the Tourism ~~Director~~Manager, and works with the ~~director~~manager to plan, direct, organize, and coordinate the promotion of Dripping Springs as a tourist destination.
2. ~~Creates strategic marketing plan and implements it~~Works with ~~the~~ Tourism ~~Director~~Manager and other Dripping Springs Visitors Bureau employees on strategic marketing plan and implementation. Evaluates, develops, and standardizes procedures and methods to improve the efficiency and effectiveness of the current City tourism related programs, projects, and activities; as needed, develops new strategies, programs, and policies that promote responsible tourism.
3. Builds tourism-related revenues through the effective use of strategic planning, leadership skills, community assets, industry knowledge and relationships, and evolving tourism practices.
4. Develops and recommends an annual tourism budget. Upon approval of budget, operates within that budget.
5. Manages the Destination Dripping Springs brand. Oversees marketing plans and analytic reports. Connects the Destination Dripping Springs Brand with the City Brand, but keeps them separate entities.
6. Oversees the running of the Dripping Springs Visitor Center, working with other departments on maintenance, IT, and other needs.
7. Acts as liaison with the community including local tourism partners, Dripping Springs Visitors Bureau Advisory Board, Dripping Springs Chambers of Commerce, local organizations, and professional tourism organizations, as well as with surrounding Hill Country tourism partners.
8. Supervises the work of the Tourism Manager. ~~Performs employee performance reviews. Provides other reviews/disciplinary measures as needed.~~ ~~Director. Performs~~

CULTURE/EMPLOYEE ENGAGEMENT:

1. Serves as a strategic partner with leadership and employees to support high performance in City departments and achieve organizational goals. Oversees employee culture and engagement, acting as a steward of our culture and reinforcing the City's core values, by recommending and executing best practices that help shape the experience and structure needed to optimize the City's culture. Monitors and reports on employee experience and engagement. Fosters a positive work environment to help ensure employees are committed to City's goals and values.
2. Connects and reflects our culture in our branding, marketing, and communications. Helps City leaders build high-performing teams that embody our visions and core values through programs, training, team-building, recognition programs, and professional development.
3. Communicates the City's culture goals through internal communications, staff meetings, and one-on-ones. With City Leaders, fosters a culture of innovation when it comes to problem solving and overcoming challenges facing the City. Facilitates open and transparent communication.
4. Conducts employee engagement surveys and focus groups and utilizes data from surveys and other teammate feedback to identify trends, issues, and areas for improvement.
5. Provides programs, resources, and coaching to leaders and employees on strategies to build engagement and enhance the employee experience. Supports employee professional growth through training and development programs to improve and enhance team and/or individual performance. Trains managers and leaders on how to engage their teams effectively and create a supportive environment.
6. Develops and oversees employee recognition and wellness programs.
7. Recommends changes in personnel policies and procedures related to employee relations, engagement, and wellness.
8. Participates in new hire employee orientation sessions, incorporating culture and engagement in the onboarding process.
9. Works with the Human Resource Director on developing and implementing strategies for employee recruitment and retention.
10. Provides support to Human Resource Director on mediating conflicts and addressing grievances to maintain a harmonious work environment.
11. Organizes engagement events and activities such as quarterly meetings, retreats, social gatherings to build community and connection among employees.

12. Creates and maintains intranet.

13. Travels to various destinations in and out of the City.

14. Performs other tasks as assigned by City Administrator and Deputy City Administrators.

18.15. Supervises the work of the Administrative Assistant and Receptionist, and direct reports in the Communications and Visitors Bureau departments. Performs employee performance reviews. Provides other reviews/disciplinary measures as needed.

C. EDUCATION & EXPERIENCE

Must possess a Bachelor's degree in Journalism, Public Relations, Communications, Public Administration, ~~Human Resources~~, or a closely related field. Must have at least eight (8) years of increasingly responsible work in a management capacity in the Communications, ~~Marketing~~, and ~~Human Resources~~Employee Experience fields. Previous work experience for a city or other governmental entity preferred.

D. NECESSARY KNOWLEDGE, SKILLS, AND ABILITIES

1. Able to use tools and equipment listed below.

2. Ability to establish and maintain effective working relationships with employees, City Officials, media, and general public. Strong verbal and written communication skills; ability to understand and relate to employees' needs and concerns; ability to design engaging programs and initiatives.

~~3. Ability to communicate effectively orally and in writing.~~

~~4.3.~~ Typing, filing, ~~and~~ sorting, postings of documents.

~~5.4.~~ Skill, tact, and diplomacy as liaison between Mayor, City Council, staff, State and County officials, media, and general public.

~~6.5.~~ Maintain confidentiality.

~~7.6.~~ Ability to use ~~Twitter~~, Facebook, Instagram, LinkedIn, and other social media programs effectively as directed by the City Administrator and Deputy City Administrator.

E. TOOLS AND EQUIPMENT USED

Personal computer, including word processing and spreadsheet software; 10-key calculator; phone; and copy machine.

F. SPECIAL REQUIREMENTS

1. A valid state driver's license.
2. While performing the duties of this job, the employee is required to sit for extended periods of time and communicate orally with others. -The employee is occasionally required to move around City Hall and around different sites within the City.

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Core work hours are between 8:00 am and 5:00 pm, including one hour for lunch, Monday through Friday, except holidays as determined by the City Holiday Calendar. Non-traditional work hours may be required and shall be coordinated with the City Administrator or Deputy City ~~Administrator.~~ Administrators. This is a full-time exempt position and eligible for compensatory time off as described in the DRIPPING SPRINGS PERSONNEL MANUAL. -Any compensatory time performed must be preapproved by the direct supervisor.

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Benefits shall be in accordance with those outlined in the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL, as may be modified by the employee's offer letter and subsequent revisions to the Manual.

J. EQUAL OPPORTUNITY EMPLOYER

The City's employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, 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. ~~If you would like to arrange for accommodations, we encourage you to~~ To discuss an accommodation, please contact ~~Ginger Faugh~~the Human Resource Director at (512) 858-4725.

Please note: *This Position Description is not a contract, and shall not be construed to alter an employee's at-will relationship. The terms and conditions of any employee's position with the City may be altered by the City Council at any time. -To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee's Offer Letter shall be read together in harmony. If there are conflicts between this Position Description, the Personnel Manual, and the employee's Offer Letter, the most specific term or condition of employment shall govern.*



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

Submitted By: Dane Sorensen, Utilities Director

Council Meeting Date: 10/01/2024

Agenda Item Wording: **Discuss and consider approval of an Agreement for SCADA for Lift stations, Arrowhead Plant and Reuse Facility.** *Sponsor: Mayor Bill Foulds, Jr.*

Summary/Background: The City of Dripping Springs wastewater collection system is comprised of 7 lift stations and two wastewater plants. Last year city staff installed Streametric SCADA at the south regional plant after obtaining quotes and selecting them from a group of 4 vendors. Streametric was chosen based on cost, ease of use of the software and hardware, and the AI flow modeling system. This allowed staff to view real time data through internet connection of facility infrastructure such as pumps, blowers and tank levels. This also includes software that trends data and an AI flow modeler that can utilize existing equipment to estimate sewer flows. Including live status, staff was able to utilize data trends to assess issues before equipment failure occurred as well as set alarms to be notified through text messages. This agreement would make the same upgrade for the remaining facilities as well as automate operation of the reuse line.

The cost of adding SCADA to all facilities is \$59,450. Subscription fees are included in the price for the first year and will cost \$3780.00 annually for the addition, along with \$1810.00 for the previous work for a total of \$5590.00 per year.

While the end cost is over \$50K the project does not have to be bid out because it falls into the health and safety exception to the purchasing statutes. In addition, using the same company will ensure compatibility and ease of transition.

Commission Recommendations: N/A

Recommended Council Actions: City Staff recommends moving forward with contract to install Streametric SCADA at wastewater facilities

Attachments: Agreement

Next Steps/Schedule: Start installation of SCADA equipment through Streametric

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the ____ day of _____ 2024, and between the City of **Dripping Springs**, Texas (hereinafter referred to as the “City”) and **Streametric by i2M LLC** (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:

Contractor shall provide software services to the City of Dripping Springs non-exclusive, non-transferable right to access i2M LLC software as described in Attachment “A”, Streametric Proposal.

2. Scope of Work: Contractor will provide software services to the City and all work as described in Attachment “A”.

3. Payment for Services: The payments shall be performed in accordance with Attachment “A”.

4. Sales Tax Exemption. The City is exempt from payment of sales, use, rental and certain excise taxes in accordance with Chapter 151 of the Texas Tax Code. Seller acknowledges and agrees that no such tax shall be included in any invoice or request for payment. City shall cooperate with the Seller in providing any necessary documentation to evidence the City's tax-exempt status, including providing a completed Texas Sales and Use Tax Exemption Certification form upon request.

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. Term and Termination: The Term of this Agreement is one (1) year and may be renewed on an annual basis as described in Attachment “A”. Either party may terminate for breach of this Agreement by providing thirty (30) day notice to the other party.

7. 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.

- 8. 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) and Form 1295. The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.
- 9. 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: Utilities Director
 P.O. Box 384
 Dripping Springs, TX 78620
 (512) 858-4725

For the Contractor:

Brandon Foster
 Streametric by i2M LLC
 801 Corporate Center Dr.
 Suite 128
 Raleigh, NC 27607 (936) 276-1277

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.

10. Miscellaneous.

- (a) **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.
- (b) **Amendment.** This Agreement may only be amended in writing signed by both parties.
- (c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- (d) **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

- (e) **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom enforcement is sought. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE CITY:
City of Dripping Springs

THE SELLER:
i2M LLC

Michelle Fischer
City Administrator

Name:
Title:

Date

Date

Attachment "A"

Proposal

Discover. Predict. Improve.
www.streametric.io



Version: 1.0

August 28, 2024

Presented to:

City of Dripping Springs Utilities
Dripping Springs, TX
Dane Sorenson

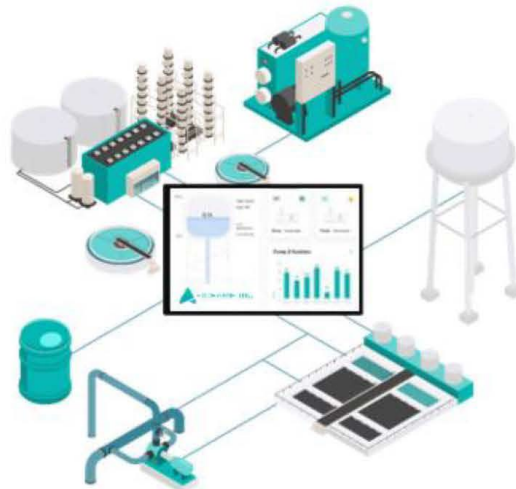
From:

STREAMETRIC by i2M LLC
801 Corporate Center Dr.
Suite 128
Raleigh, NC 27607

Contact:

Brandon Foster
936-276-1277
Brandon.foster@streametric.io

STREAMETRIC Proposal





Scope of Supply & Services

Application Services

STREAMETRIC provides turnkey hardware, software, installation and training for equipment and services for the City of Dripping Springs Utilities, TX.

App Features

- Dashboard - Customizable
- Monitor tags associated with the project.
- Data Logging
- Trends – Real Time & Historical
- Alarms/Notifications – Text or Email
- Data Export
- Reports

Scope of Supply

Lift Stations 1-4, 6&7 STREAM C

Calterra Valve STREAM C

Lift Station 5 STREAM M

V-Notch & Ground Storage Tank Arrowhead STREAM M

Note: See Attached for Details of Processes Included

- All RTU's will have the ability to provide Control (For future consideration/expansion). Additional wiring will need to be added when control features are requested.
- Streametric will attempt to connect to existing VFD's. Based on the age of the VFD's, we cannot guarantee a successful connection.
- Customer to provide Level Sensors/Transducers

STREAM-C 16-8-6-4

- Cellular Gateway – Edge Device
 - 2x Ethernet (configurable as LAN & WAN)
 - Serial (RS485 and RS232)
- I/O Module
 - 16 Digital Inputs
 - 8 Analog Inputs
 - 6 Digital Outputs
 - 4 Analog Outputs
- NEMA 4X Poly Carbonate Enclosure (14.6"x12.6"x7.22") w/ Mounting Hardware & Back Panel
- 4G Antenna
- Circuit Breaker – 4 amp
- Power Supply w/ UPS (120V AC to 12V DC)
- Battery Backup (12V DC – 15 Hrs.)
- Product Weight: 14.4Lb





STREAM-M 8-8-0-0

- Cellular Gateway – Edge Device
 - 2x Ethernet (configurable as LAN & WAN)
 - Serial (RS485 and RS232)
- I/O Module
 - 8 Digital Inputs
 - 8 Analog Inputs
- NEMA 4X Poly Carbonate Enclosure (14.6"x12.6"x7.22") w/ Mounting Hardware & Back Panel
- 4G Antenna
- Circuit Breaker – 4 amp
- Power Supply w/ UPS (120V AC to 12V DC)
- Battery Backup (12V DC – 15 Hrs.)
- Product Weight: 14.4Lb



Additional Hardware:

- Current Sensor – 0-50 Amps

Installation Services

Installation Scope: Streametric will provide turn-key installation for this project.

Software and Cloud Storage

The STREAMETRIC subscription includes all features mentioned above, remote connectivity for online data acquisition, secure cloud storage for historical data. Additionally, 1 year of subscription services is included in the proposal.

Setup, Commissioning and Startup

All hardware and software functionality will be setup, preconfigured, tested, and documented prior to delivery. During startup, STREAMETRIC will provide remote startup, commissioning, and technical support to ensure that all functions are operational.

Training

STREAMETRIC will provide on-site training for this project.

Warranty

All hardware includes a 1-year parts and labor warranty. Please refer to our SaaS (Software as a Service) Agreement for further information.



Pricing Details

STREAMETRIC Package:	Price (USD)
Hardware <ul style="list-style-type: none"> 7 - STREAM-C16x8x6x4 2 - STREAM-M 8-8-0 1 - STREAM A 16x8x6x4(Valve for Retention Pond) Adder for STREAM A for Arrowhead Plant (would need to be added to Total price) \$1,200 Subscriptions <ul style="list-style-type: none"> STREAM-M - (Monitor Only) - Annual Fee Per Unit \$360 STREAM C - (Manual Control) Annual Fee Per Unit \$420 Both are included in the total price for 1 year. Services <ul style="list-style-type: none"> Turn-Key Installation On-site Startup On-site Training 	
Optional <ul style="list-style-type: none"> 26 - Current Sensor - 0-50 	
	Total Price: \$ 59,450

Payment Terms

Net 30 after shipment of hardware. The subscription starts when the site is online or at the latest 3 months after shipment.

By signing below, client accepts these terms, STREAMETRIC [SaaS-Agreement](#) and [Privacy Policy](#).

Purchase Order Number: _____

Approved by STREAMETRIC, (i2M, LLC)

Signature: _____ Date: _____

Name: _____

Approved by Customer

Signature: _____ Date: _____

Name: _____



September 4, 2024

Dripping Springs Mountain Bike Club
1677 Grassy Field Road
Austin, TX 78737

Attention: Jon Ballard, President

Dear Dripping Springs Mountain Bike Club:

Re: Confirmation of Termination of Agreement

Further to the meeting between members of your Club's Board of Directors and City staff on August 15, 2024 and your letter dated August 27, 2024 to Dripping Springs City Council, I write to confirm that, on September 3, 2024, City Council resolved to accept your proposed termination of the Joint Use Agreement for Mountain Bike Trails between the Club and the City dated June 10, 2016 (the "2016 Agreement"). In the alternative, the City terminates the 2016 Agreement effective immediately in accordance with section 3.3(c) thereof.

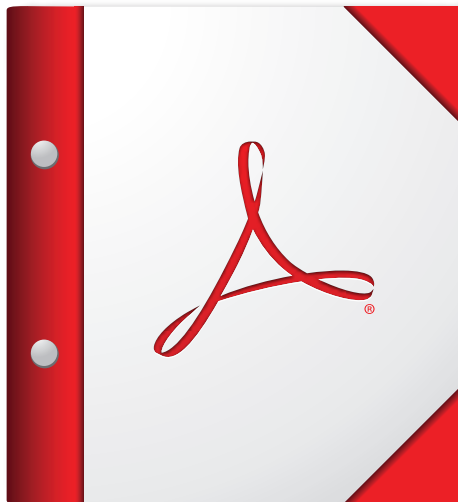
As you know, City Council is hopeful that the Club's Board and the City can work collaboratively to negotiate a new agreement that works for all parties in the coming weeks. Staff will reach out under separate cover to canvass dates for a negotiation meeting to include Council Members Travis Crow and Sherrie Parks, and appropriate representatives from the Club's Board and City staff.

Sincerely,

Michelle Fischer
City Administrator

cc: Lindsey Thomas, Vice President
Joe Cimato, Treasurer
David Douglas, Secretary
Jeremy Higdon, Director
Andrew Binz, Parks and Community Services Director
Emily Nelson, Dripping Springs Ranch Park Manager
Aniz Alani, Deputy City Attorney

Open spaces, friendly faces.



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