



DRIPPING SPRINGS
Texas

September 20, 2024

News-Dispatch
113 W. Center Street
Kyle, Texas 78640
www.haysnewsdispatch.com

RE: City of Dripping Springs Official Newspaper for Fiscal Year 2024-2025

In accordance with the Texas Local Government Code Section 2051.049, the City of Dripping Springs is required to designate an Official Newspaper at the beginning of every fiscal year. The City exclusively uses the Official Newspaper for publication of ordinances, notices, or other matters required by law or ordinance.

In the selection of the Official Newspaper, the City will review the following for each newspaper seeking consideration:

1. Total number of subscribers broken down by zip code.
2. Availability and accessibility of website posting.
3. Competitive pricing for publications to be determined by submitted estimated cost sheet.

Should you like to be considered for the Official Newspaper for the City of Dripping Springs, please complete the enclosed application and Conflict of Interest Questionnaire and return to the City Secretary no later than **October 4, 2024**, to the email or mailing address below.

Sincerely,

Diana Boone, City Secretary
dboone@cityofdrippingsprings.com

Encl: Official Newspaper Application
Conflict of Interest Questionnaire

Open spaces, friendly faces.



DRIPPING SPRINGS
Texas

OFFICIAL NEWSPAPER APPLICATION

FISCAL YEAR 2024 - APPLICATION DUE OCTOBER 4, 2024

APPLICANT INFORMATION

Name of Publication: News-Dispatch

Physical Address: 113 W. Center St. City: Kyle Zip Code: 78640

Mailing Address: 113 W. Center St. City: Kyle Zip Code: 78640

Main Phone: 512-268-7862

Website Address: www.haysnewsdispatch.com

CONTACT INFORMATION

Check here if a contact list is attached.

Main Contact

Name: Ashley Kontnier

Phone: 512-268-7862

Email: publisher@bartonpublicationsinc.com

Publications and Notices

Name: Ashley Kontnier

Phone: 512-268-7862

Email: paper@haysnewsdispatch.com

Press Releases

Name: Megan Navarro

Phone: 512-268-7862

Email: megan@haysfreepress.com

REQUIRED CRITERIA

Please select "YES" or "NO" for each set of criteria below.

1. Newspaper devotes not less than 25% of total column lineage to general items.
2. Newspaper is published at least once per week.
3. Newspaper is entered as 2nd Class Postal Matter in the county were published.
4. Newspaper has been published regularly and continuously for the past 12 months.
5. Newspaper has not omitted more than two issues in the past 12 months.
6. Newspaper public notices are accessible to the public on the newspaper's website at no cost.
7. Newspaper submits published notices to the Texas Press Association.

SUBSCRIBER & DISTRIBUTION INFORMATION (2022)

415 Total number of subscribers (website and print copy, not including kiosk deliveries)

102 Subscribers in 78620

51 Subscribers in 78619

46 Subscribers in 78737

200 Total number of kiosk placements in Dripping Springs (City & ETJ)

STATEMENT OF UNDERSTANDING

I UNDERSTAND THAT PURSUANT TO TEXAS GOVERNMENT CODE SECTION 2051.045 LEGAL RATE CHARGED FOR PUBLICATION, THAT THE LEGAL RATE FOR PUBLICATION OF A NOTICE IN A NEWSPAPER IS THE NEWSPAPER'S LOWEST PUBLISHED RATE FOR CLASSIFIED ADVERTISING, AND SECTION 2051.051 BILL FOR PUBLICATION, THAT A NEWSPAPER THAT PUBLISHES A NOTICE SHALL SUBMIT A BILL FOR THE PUBLICATION WITH A CLIPPING OF THE PUBLISHED NOTICE AND A VERIFIED STATEMENT OF THE PUBLISHER THAT: (1) STATES THE RATE CHARGED, (2) CERTIFIES THAT THE RATE CHARGED IS THE NEWSPAPER'S LOWEST PUBLISHED RATE FOR CLASSIFIED ADVERTISING, AND (3) CERTIFIES THE NUMBER AND DATES OF PUBLICATION.

I understand that the following must be attached to this application in order to be considered:

- 1) Rate sheet for public notice, legal notice, tax rate hearing and publication affidavit; and
- 2) Completed Conflict of Interest Questionnaire.

Ashley Kontnier Digitally signed by Ashley Kontnier
Date: 2024.10.02 08:47:21 -05'00'

Signature

Ashley Kontnier, Publisher/Owner

Printed Name and Title

10/02/2024

Date

OFFICIAL NEWSPAPER AGREEMENT

This Agreement, made and entered into this, the 17th day of October 2024, by and between the **City of Dripping Springs, Texas** (hereinafter referred to as the "City") and _____ (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

1. **Description of Services:** In accordance with Chapter 52 of the Texas Local Government Code, the City has selected the Contractor to be its official newspaper. The City shall publish in its official newspaper each ordinance, notice, or other matter required by law or ordinance to be published. Tex. Loc. Gov't Code § 52.004. The City and Contractor agree to the following:
 - (a) Contractor shall deliver affidavits of all published items submitted by the City of Dripping Springs to City Hall via mail, in person, or other electronic means as appropriate.
 - (b) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
 - (c) Contractor will report to the City Administrator and City Secretary, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
 - (d) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that the Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City's public information policies.
 - (e) Performs other related duties as needed.
2. **Payment for Services:** The City will compensate the Contractor in accordance with the fee structure contained in the Contractor's submission included as *Attachment "A"*. The Contractor shall invoice the City in accordance with *Attachment "A"*. Any charge that is in excess of the costs attached shall not be paid by the City.
3. **Duration:** This Agreement shall be in effect until the end of the 2024-2025 Fiscal Year, or September 30, 2025, after which time the City Council of the City of Dripping Springs is required by Texas Local Government Code Chapter 52 to adopt an official municipal newspaper.
4. **Termination:** Either party may terminate this Agreement by a thirty (30) day written notice.

5. **Relationship of Parties:** It is understood by the parties that the Contractor is an independent contractor with respect to the City and not an employee of the City. The City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of the Contractor.
6. **Employees:** Contractor employees, if any, who perform services for the City under this Agreement shall also be bound by the provisions of this Agreement. At the request of the City, the Contractor shall provide adequate evidence that such persons are the Contractor's employees.
7. **Mandatory Disclosure:** 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 the Contractor shall file a Form 1295 Certificate of Interested Parties (Form 1295) approved by the Texas Ethics Commission (Texas Government Code Section 2252.908). 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.
8. **Indemnification:** The Contractor agrees to indemnify and hold the City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against the City that result from acts or omissions of the Contractor, its employees if any, and the Contractor's agents.
9. **Assignment:** The 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 the City.
10. **Notice:** All notices 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, and addressed as follows:

To the City:

City of Dripping Springs
Attn: City Secretary
PO Box 384
Dripping Springs, TX 78620
(512) 858-4725

To the Contractor:

[Contractor Business Name]
Attn: [Contact Person]
[Address]
[City, State, Zip]
[Phone Number]

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

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

CITY OF DRIPPING SPRINGS:

[CONTRACTOR]

Bill Foulds, Jr., Mayor

[Authorized Signatory]

Date

Date

ATTEST:

Diana Boone, City Secretary

Attachment "A"

Application

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1] Name of vendor who has a business relationship with local governmental entity.

Barton Publications, Inc dba News-Dispatch

2] Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

1] Name of local government officer about whom the information is being disclosed.

City of Dripping Springs

Name of Officer

1] Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Oves

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Oves

No

1] Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

None

1] Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

Ashley Kontnier Digitally signed by Ashley Kontnier
Date: 2024.10.02 08:47:33 -05'00'

Signature of vendor doing business with the governmental entity

10/02/2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code§ 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code§ 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed;
 - or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code§ 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.