



DSRP Board of Directors Regular Meeting

City of Dripping Springs Ranch Park Event Center

1042 Event Center Drive – Dripping Springs, Texas

Wednesday, June 12, 2024, at 11:00 AM

AGENDA

CALL TO ORDER & ROLL CALL

Board Members

Todd Purcell, Chair

Terry Polk, Vice Chair

Pam Owens, Secretary

Mike Carroll

Sean Casey

Penny Reeves

Staff, Consultants, & Appointed/Elected Officials

Parks & Community Services Director Andy Binz

DSRP Event Center Manager Emily Nelson

DSRP Event Center Assistant Manager Lily Sellers

Council Member Sherrie Parks

PRESENTATION OF CITIZENS

A member of the public that wishes to address the Board 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 Board 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 Board must present the documents to the City Secretary or City Attorney providing at least eight (8) copies; if eight (8) copies are not provided, the Board 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 Chair may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

MINUTES

- 1. Discuss and consider approval of the May 8, 2024, Dripping Springs Ranch Park Board of Directors regular meeting minutes.**

BUSINESS AGENDA

- 2. Discuss and consider Staff Direction regarding the Dripping Springs Mountain Biking Agreement.**

REPORTS

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

- 3. DSRP Budget Update**
- 4. DSRP Manager's Report**
Emily Nelson, DSRP Manager

CLOSED SESSION

The Board 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.

UPCOMING MEETINGS

DSRP Board Meetings

July 10, 2024, at 12:00 p.m.
August 14, 2024, at 12:00 p.m.
September 11, 2024, at 12:00 p.m.

City Council Meetings

June 18, 2024, at 6:00 p.m.
July 2, 2024, at 6:00 p.m.
July 16, 2024, at 6:00 p.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 **June 7, 2024, at 1:10 p.m.***

Cathy Gieselman, Deputy City Secretary

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



DSRP Board of Directors Regular Meeting

City of Dripping Springs Ranch Park Event Center

1042 Event Center Drive – Dripping Springs, Texas

Wednesday, May 08, 2024, at 11:00 AM

MINUTES

CALL TO ORDER & ROLL CALL

With a quorum of the Board present, Chair Purcell called the meeting to order at 11:08 a.m.

Board Members present were:

Todd Purcell, Chair
 Pam Owens, Secretary
 Mike Carroll
 Sean Casey
 Penny Reeves

Board Member absent was:

Terry Polk, Vice Chair

Staff, Consultants, & Appointed/Elected Officials

Parks & Community Services Director Andy Binz
 DSRP Event Center Manager Emily Nelson
 DSRP Event Center Assistant Manager Lily Sellers
 Deputy City Attorney Aniz Alani
 Council Member Sherrie Parks

PRESENTATION OF CITIZENS

A member of the public that wishes to address the Board 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 Board 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 Board must present the documents to the City Secretary or City Attorney providing at least eight (8) copies; if eight (8) copies are not provided, the Board 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 Chair may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

No one spoke during Presentation of Citizens.

MINUTES

- 1. Discuss and consider approval of the March 13, 2024, DSRP Board of Directors regular meeting minutes.**

A motion was made by Board Member Reeves to approve the March 13, 2024, DSRP Board of Directors regular meeting minutes. Board Member Casey seconded the motion which carried unanimously 5 to 0.

BUSINESS AGENDA

- 2. Discuss and consider recommendation regarding the Joint Use Agreement between the City of Dripping Springs and the Dripping Springs Mountain Bike Club for maintenance, use, and other activities related to the Dripping Springs Ranch Park trails.**

Emily Nelson presented the staff report which is on file.

Dripping Springs Mountain Bike Team representative John Ballard was present and available for questions and comments.

A motion was made by Chair Purcell, to recommend staff draft a new Joint Use Agreement with the Mountain Bike Team. Board Member Reeves seconded the motion which carried unanimously 5 to 0.

- 3. Discuss and consider approval of the DSRP Board of Directors Fiscal Year 2025 Budget recommendation.**

Emily Nelson presented the staff report and discussed priorities and highlights of the draft budget recommendations.

A motion was made by Chair Purcell to approve the DSRP Board of Directors Fiscal Year 2025 Budget recommendation. Board Member Carroll seconded the motion which carried unanimously 5 to 0.

REPORTS

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

- 4. Dripping Springs Ranch Park & Event Center Report**
Emily Nelson, DSRP Manager

This report was given in conjunction with the budget recommendations.

Via unanimous consent, the Board met in Closed Session under Texas Government Code Section 551.071, Consultation with Attorney and regarding Closed Session Agenda Item 5.

CLOSED SESSION

The Board 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.

5. Consultation with City Attorney related to legal issues on the agreement with the Dripping Springs Mountain Biking Club. Consultation with Attorney, 551.071

The Board met in Closed Session from 11:37 – 11:50 a.m.

No vote or action was taken during Closed Session. Chair Purcell returned the meeting to Open Session at 11: 50 a.m.

UPCOMING MEETINGS

DSRP Board Meetings

June 12, 3034, at 11:00 a.m.

July 10, 3034, at 11:00 a.m.

August 14, 3034, at 11:00 a.m.

City Council Meetings

May 21, 2024, at 6:00 p.m.

June 4, 2024, at 6:00 p.m.

June 18, 2024, at 6:00 p.m.

ADJOURN

A motion was made by Chair Purcell to adjourn the meeting. Board Member Reeves seconded the motion which carried unanimously 5 to 0.

This regular meeting adjourned at 12:22 p.m.



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

Submitted By: Emily Nelson, Dripping Springs Ranch Park Manager

DSRP Board Meeting Date: May 12, 2024

Agenda Item Wording: **Discuss and consider Staff Direction regarding the Dripping Springs Mountain Biking Agreement.**

Agenda Item Requestor: Emily Nelson

Summary/Background: We are in the process of creating a Trail Use Agreement with the Dripping Springs Mountain Biking Team. I am asking for input from the DSRP Board before we start authoring the agreement.

Staff Recommendation: Staff recommends creating a new Trail Use Agreement with DSMBT

Attachments: Term Suggestions
Current DSMBT Agreement

Next Steps/Schedule: Staff create a new agreement with keeping the DSRP Board suggestions in the forefront.



DRIPPING SPRINGS
Texas

**Staff Suggestions:
DSMTB Use
Agreement**

DSMBT – DSRP Trail Use Agreement

- Annual Renewals for Agreement
- Pricing per Member
 - \$100/member Annually
 - \$150/family Annually
- Required Mountain Biking Meeting hosted by DSRP before season opens.
 - Trail Safety Rules
 - Horse/Hiker Safety
 - See something, say something
 - Process to report trail needs
 - Other Park Patron not following rules
 - Definition of Sanctioned Trails
- Removal of storage in Outdoor Concession stand. We need that storage for DSRP needs.
- Formal process for ANY trail modification requests.
- DSRP assumes all Trail Maintenance responsibilities.
- Annual Practice Schedule submitted to DSRP by mid-August for calendar purposes.

Suggested Financial Terms:

- Pricing per Member
 - \$100/member Annually
 - \$150/family Annually
- 1st payment: Mountain Biking Team will pay DSRP mid-December and supply a roster
- 2nd payment: Mountain Biking Team will pay DSRP mid-May and supply a roster
- DSRP will create a tag/card for the members to have with them

Other Terms:

- Liability Insurance listing CODS as additional insured.
- List of current Board Members with contact information and 30 days to submit updates if members changeover.
- All other CODS requirements.

Trail Use Agreement



JOINT USE AGREEMENT *for Mountain Bike Trails*

This Joint Use Agreement for the utilization of bicycle trails at Dripping Springs Ranch Park ("Agreement") is between the City of Dripping Springs ("City"), and the Dripping Springs Mountain Bike Club ("Club"). In this Agreement, the City and Club are sometimes individually referred to as a "Party", and collectively referred to as the "Parties".

RECITALS:

WHEREAS, the City Council of the City of Dripping Springs ("City Council") authorizes and encourages the use, construction, designation, and maintenance of mountain bike trails to promote the health and general welfare of the community; and

WHEREAS, the City of Dripping Springs ("City") owns, manages, and operates park lands and facilities for the recreational use of the public;

WHEREAS, the City is the owner of real property in the City, including Dripping Springs Ranch Park ("DSRP"), trails and active use areas that are capable of being used by the Team for mountain biking purposes; and

WHEREAS, this project authorized by the City includes the construction and maintenance of mountain biking trails in DSRP; and

WHEREAS, under appropriate circumstances, these publicly held lands and facilities should be used most efficiently to maximize use and increase recreational opportunities for the community; and

WHEREAS, the City Council finds that the creation of mountain bike trails will increase tourism and revenue to the City; and

WHEREAS, subject to the terms and conditions hereinafter stated, City and Club agree to the joint use of the trails; and

WHEREAS, the Parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually 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. Cooperation.** Each of the Parties is lawfully entitled to utilize the type of trails described in this Agreement, and is therefore allowed to cooperate with the other Party for the mutual use of the trails.

ARTICLE 2. DEFINITIONS

Key terms in this Agreement are defined below. Certain other capitalized terms have the meanings given in the Recitals of this Agreement where first used.

- (a) **City:** The City of Dripping Springs, a General Law, Type-A municipality located in Hays County, Texas.
- (b) **City Administrator:** The chief administrative officer of the City, or the officer's designee.
- (c) **City Council:** The governing body of the City of Dripping Springs.
- (d) **Co-Sponsor:** A person that is neither an agent nor an employee of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor's resources and staff in order to achieve the goals of this Agreement.
- (e) **Dripping Springs Mountain Bike Club:** non-profit organization directed towards middle and high school students that promotes mountain biking.
- (f) **Park:** A public area which includes Dripping Springs Ranch Park located at: 1042 Event Center Drive, Dripping Springs, Texas, 78620.
- (g) **Trails:** Multi-use trails in Dripping Springs Ranch Park designated as such by Dripping Springs Ranch Park Manager or City Administrator.

ARTICLE 3. TERM

- 3.1. Effective Date.** This Agreement shall be effective on the date upon which the binding signatures of all Parties to this Agreement are affixed.
- 3.2. Duration.** This Agreement shall be in effect for an initial term of one year, after which it will automatically renew for successive one-year periods unless: (a) A Party provides the other party with written notice of the intention not to renew the Agreement 90 days prior to end of the then-current year term; or (b) terminated as provided below.
- 3.3. Termination:** This agreement may, by written notice given in the manner hereafter provided, be terminated by:
 - a. Either Party with written notice 90 days prior to the termination date;
 - b. Mutual written consent of the Parties;
 - c. City if a default or breach shall be made by Club with respect to the due and timely performance of any of its covenants and agreements contained herein; or

- d. Club if a default or breach shall be made by City with respect to the due and timely performance of any of its covenants and agreements contained herein.

ARTICLE 4. OBLIGATIONS

4.1. City's Obligations.

- (a) City agrees to allow Club the use of the Trails for purposes of practicing for competitions.
- (b) City shall take reasonable steps to ensure that waste is not performed upon the Trails, and that any damage to the Trails is limited to reasonable wear and tear.
- (c) The City shall, keep and maintain the Park free of all trash, graffiti, vandalism, weeds and debris, and at all times in an orderly, clean, safe, and sanitary condition. The City shall keep the Park adequately lighted and under surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public.
- (d) The City shall secure all necessary permits required in connection with operations on the Premises and shall comply with all federal, state and local statutes, ordinances, or regulations which may affect, in any respect, City's use of the Premises.

4.2. Club's Obligations.

- (a) Club agrees to construct, maintain, and repair the Trails in a good and usable condition during the term of this Agreement. Proposed new trails must be approved by the DSRP Manager or City Administrator before commencing work.
- (b) Club shall furnish all labor, materials, mechanical workmanship, transportation, equipment, and services necessary for the completion of the construction of the Trails described in this Agreement and in accordance with the plan (if any) and other Agreement documents to conduct the installation required under this Agreement in an efficient manner.
- (c) Club shall provide supervision of all work crews while performing the Work. On-site supervision is not required as long as communication equipment is provided which enables the work crew to communicate with a project supervisor at all times.
- (d) Club shall take reasonable steps to ensure that waste is not performed upon the City Trails, and that any damage to the Trails is limited to reasonable wear and tear. Costs incurred by the City to repair or replace any destruction, damage or injury to Trails during the Club's use of the Trails shall be paid for by Team within thirty (30) days of Club's receipt of an invoice from the City.
- (e) Club shall exercise reasonable care and due diligence to avoid harming City property.

- (f) The expense of any and all maintenance, operation expenses and or relocation of said Trails shall be born solely by the Club.
- (g) Obey all laws, rules, regulations, and terms of the Lease, and of the use, condition, and occupancy of the Leased Premises, including the rules and regulations of the Park, if any, as amended.
- (h) The Club shall secure all necessary permits required in connection with operations on the Premises and shall comply with all federal, state and local statutes, ordinances, or regulations which may affect, in any respect, Club's use of the Trails.

ARTICLE 5. PERMITTED USES

5.1. Club Use.

The Club shall be entitled to the exclusive use of the Trails for the Club's practice location and be the official home trail of the Club.

5.2. City Use.

At all other times, the City and third parties authorized by the City will be entitled to use the Trails for community recreational and educational purposes.

ARTICLE 6. GENERAL PROVISIONS

- 6.1. Scheduling.** The schedule for the parties' joint use of the Trails will be coordinated by the Dripping Springs Ranch Park Manager, and the Coach, Lance Thornton, for the Club, who will communicate routinely throughout the term of this Agreement.
- 6.2. Insurance.** Each Party will maintain their own liability insurance to cover the activities described by this Agreement.
- 6.3. Force Majeure.** Neither City nor Club shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts must be undertaken to mitigate its effects.
- 6.4. Independent Status.** Club is independent, and is not City's employee. Club employees or subcontractors are not City's employees. This Agreement does not create a partnership, joint venture or agency, express or implied, nor any employer-employee, or borrowed servant relationship by and among the parties.
- 6.5. Indemnification.** Club shall defend, indemnify, and hold City, their successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any

and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Club or Club's agents, employees, subcontractors, invitees, guest or trespasser in the performance of Club's obligations under this Agreement, no matter how, or to whom, such loss may occur.

- 6.6. Notice.** All notice and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

City of Dripping Springs
Attn: City Administrator
P.O. Box 384
Dripping Springs, Texas 78620

Dripping Springs Mountain Bike Club

Lance Thornton

10108 Little Creek Circle

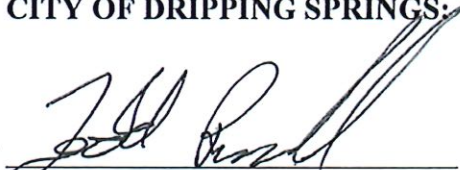
Dripping Springs, TX 78620 512-560-7803

- 6.7. Waiver.** No covenant or condition of this Agreement may be waived without consent of the Parties.
- 6.8. Exclusive Agreement.** This document constitutes the entire Agreement between the Parties. This Agreement may only be amended or supplemented by mutual agreement of the Parties in writing.
- 6.9. Severability.** Should any of the clauses, sentences, paragraphs, sections or parts of this Agreement be deemed invalid, unconstitutional, or unenforceable by a court or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Agreement.
- 6.10. Assignment.** The Parties each hereby bind themselves, their successors, assignees and legal representatives to each other with respect to the terms of this Agreement. This Agreement, any part thereof, or any interest herein shall not be assigned by Club without the express written consent of the City.
- 6.11. Authority to Act.** The Parties each represent and warrant that the signatories on this Agreement are authorized to execute this Agreement. Each Party warrants that any action required to be taken in order for this Agreement to be binding on it has been duly and properly taken prior to the execution of this Agreement.
- 6.12. Venue and Enforcement.** This Agreement shall be enforceable in Dripping Springs, Texas, and if legal action is necessary by any of the Parties with respect to the enforcement of any or all of the terms or conditions of this Agreement, exclusive venue

for same shall lie in Hays County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

IN WITNESS WHEREOF, the Parties to these presents have executed this Agreement on the dates indicated.

CITY OF DRIPPING SPRINGS:


by: 
Todd Purcell, Mayor

Date Signed: 6-10-16

ATTEST:

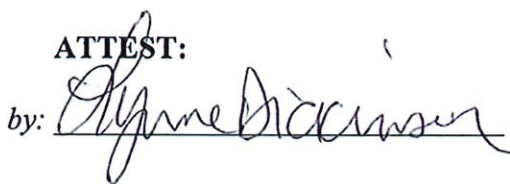
by: 
Kerri Craig, City Secretary

DRIPPING SPRINGS MOUNTAIN BIKE CLUB:

by: 

Date Signed: 6-2-16

ATTEST:

by: 

DRIPPING SPRINGS
**RANCH
PARK**

Item 4.

MANAGER REPORT



© Ana Blue Grillo 2024

Written by Emily Nelson

May Highlights:

- May was action packed with Summer Camp preparations and hiring.
- The school year Archery Club wrapped up until next year.
- DSRP Riding Series: Ranch Horse Show had amazing attendance is growing.
- We hosted the Fitzhugh Neighbors Benefit Concert. We were able to navigate some complications that naturally occur when non-event planner are planning a large scale event. The show organizer had amazing compliments for us.
- We changed out the light fixtures in the Main Event Room to provide better lighting, and it is a big improvement.
- Parks Maintenance Team has been working hard on multiple event changeovers. We appreciate their hard work.
- Rodeo was amazing! Lily and myself sell tickets at the entrance so that we can chat with our guests. There were the most international guests we have ever had. They were so excited to experience their first Texas Rodeo. We are thankful to be that experience for them. Ag Boosters were an amazing help for us and we appreciate all that they do for this Rodeo.

HIGHLIGHTS AND PREVIEWS



I have to tell you we got a high compliment that includes you. I got a note from Mike saying he goes to these events all the time and hears all kinds of complaints. Working I our event there wasn't one complaint! I appreciate your helping me handle it all.



Coming Soon in July

Programs

- Youth: Coyote Kids and Skateboard, Tween Scene
- Adult: Community Yoga

Events

- Wednesday Morning Farmers Market, Big Tex Gun Show, DSRP Riding Series: Dressage Summer Sizzle, DSRP Tack Swap,