



DSRP Board of Directors Regular Meeting

City of Dripping Springs Ranch Park (Ranch Park)

1042 Event Center Drive – Dripping Springs, Texas

Wednesday, January 08, 2025, at 11:00 AM

AGENDA

CALL TO ORDER & ROLL CALL

Board Members

Todd Purcell, Chair
Terry Polk, Vice Chair
Pam Owens, Secretary
Kathy Boydston
Mike Carroll
Sean Casey
Penny Reeves

Staff, Consultants, & Appointed/Elected Officials

Parks & Community Services Director Andy Binz
Parks & Community Services Assistant Director Emily Nelson
DSRP 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.

MINUTES

- 1. Discuss and consider approval of the November 13, 2024, Dripping Springs Ranch Park Board of Directors regular meeting minutes.**

BUSINESS AGENDA

- 2. Discuss and consider approval of the Co-Sponsorship Agreement with the Texas Hill Country Barrel Racing Association.**
- 3. Discuss and consider recommendation regarding a Power Assisted Modes of Transportation Amendment to Parks Rules for Dripping Springs Ranch Park**

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. DSRP Manager's Monthly Report**
Lily Sellers, 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

February 12, 2025, @ 11:00 a.m.

March 12, 2025, @ 11:00 a.m.

April 9, 2025, @ 11:00 a.m.

City Council Meetings

January 21, 2025, @ 6:00 p.m.

February 4, 2025, @ 6:00 p.m.

March 4, 2025, @ 6:00 p.m.

March 25, 2025, @ 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 **January 3, 2025 at 1:00 PM.***

Diana Boone, 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 (Ranch House)

1042 Event Center Drive – Dripping Springs, Texas

Wednesday, November 13, 2024, at 11:00 AM

MINUTES

CALL TO ORDER & ROLL CALL

With a quorum of the Board present, Vice Chair Polk called the meeting to order at 11:04 a.m.

Board Members present were:

Terry Polk, Vice Chair
Kathy Boydston
Mike Carroll
Penny Reeves

Board Members absent were:

Todd Purcell, Chair
Pam Owens, Secretary
Sean Casey

Staff, Consultants, & Appointed/Elected Officials present were:

Parks & Community Services Director Andy Binz
Parks & Community Services Assistant Director Emily Nelson
DSRP 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 October 9, 2024, Dripping Springs Ranch Park Board of Directors regular meeting minutes.**

A motion was made by Board Member Carroll to approve the October 9, 2024, Dripping Springs Ranch Park Board of Directors regular meeting minutes. Board Member Reeves seconded the motion which carried unanimously 4 to 0.

BUSINESS AGENDA

- 2. Presentation by Halff Associates Inc. on the Parks, Recreation, and Open Space Master Plan and stakeholder listening session with the DSRP Board of Directors.**

Presentation provided by Halff Associates Inc.

- 3. Discuss and consider approval of the 2025 DSRP Board of Directors meeting calendar.**

A motion was made by Board Member Reeves to approve the 2025 DSRP Board of Directors meeting calendar. Board Member Boydston seconded the motion which carried unanimously 4 to 0.

- 4. Discuss and consider a recommendation to City Council regarding elections being held at Dripping Springs Ranch Park. Sponsor: Board Member Penny Reeves**

No action taken.

REPORTS

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

- 5. DSRP Manager's Monthly Report**
Lily Sellers, 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.

The Board did not meet in Closed Session.

UPCOMING MEETINGS

DSRP Board Meetings

December 11, 2024, @ 11:00 a.m.

City Council Meetings

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

December 3, 2024, @ 6:00 p.m.

December 17, 2024, @ 6:00 p.m.

ADJOURN

A motion was made by Board Member Carroll to adjourn the meeting. Board Member Reeves seconded the motion which carried 4 to 0.

This regular meeting adjourned at 12:19 p.m.



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

Submitted By: Lily Sellers, Dripping Springs Ranch Park Manager

DSRP Board Meeting Date: January 8, 2025

Agenda Item Wording: Discuss and consider approval of the Co-Sponsorship Agreement with the Texas Hill Country Barrel Racing Association.

Agenda Item Requestor: Molly Azopardi and Lily Sellers

Summary/Background: THCBRA currently hosts weekly barrel exhibitions on Tuesday nights. The barrel exhibitions are a great success weekly. It attracts all ages of racers and even citizens to watch on Tuesday nights. This renewal repeats the same contract from 2024.

Staff Recommendation: Staff recommends a Co-Sponsorship with Texas Hill Country Barrel Racing Association. We recommend it being an annual agreement so that we can renew annually.

Attachments: 2025 - Texas Hill Country Barrel Racing Association Co-Sponsorship Agreement

Next Steps/Schedule: City Council Contract Execution

CO-SPONSORSHIP AGREEMENT

This *Dripping Springs Ranch Park Co-Sponsorship Agreement* (“Agreement”) is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement is hereby executed by and between the City of Dripping Springs, Texas, and the Texas Hill Country Barrel Racing Association (“Co-Sponsor”).
2. **PURPOSE:** This Agreement serves as a statement or exchange of promises between the City and Co-Sponsor. It is enacted to provide clear responsibilities and duties for the use of the Dripping Springs Ranch (Park) by Co-Sponsor.
3. **DEFINITIONS:**
 - (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) **Dripping Springs Ranch Park:** The premises located at: 1042 Event Center Drive, Dripping Springs, TX, 78620.
 - (e) **Person:** a human individual, sole proprietorship, partnership, corporation, nonprofit corporation, foundation or unincorporated association, or agency.
 - (f) **Texas Hill Country Barrel Racing Association:** A Central Texas Non-Profit Barrel Racing Association open to all.
4. **DESCRIPTION:** Co-Sponsor is hereby engaged to organize and hold the following events: 2 – 6 week Buckle Series and weekly exhibitions at DSRP Event Center.
5. **SCOPE:** This Agreement applies to Co-Sponsor’s use of the Park for the reasons stated above, which shall be conducted beginning January 2025. If for any reason Co-Sponsor’s events must be moved to another date, or other events added, such changes or events added would be covered under the fee arrangement of this agreement and the availability of the rescheduled dates agreed upon by both parties in writing subject to the DSRP schedule.
6. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas and performance shall take place at the Park.
7. **OBLIGATIONS OF THE PARTIES:**
 - 7.1 The City agrees to allow Co-Sponsor to use the DSRP Event Center Arena for the purpose of a barrel racing series at a discounted rate of \$75 per day plus other fees related

to a series (i.e. fuel, custodial, staffing) and standard weekly exhibition nights at the discounted rate of \$75 per Tuesday Night. Event Rental Agreement is due at least sixty (60) days prior to first use.

- 7.2** THCBRA will provide quarterly payments to DSRP for their practices and Events.
- 7.3** The City will have audit privileges of all accounting done at events.
- 7.4** The City confirms that it has obtained liability coverage through the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) that covers its city facilities and public areas.
- 7.5** THCBRA agrees to provide all volunteer labor needed to operate/oversee all aspects of the Event.
- 7.6** **Supplies:** Co-Sponsor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.
- 7.7** **Utilities:** City agrees to provide Co-Sponsor with access to the following utilities for the limited purpose of Co-Sponsor's performance under this Agreement.
- (a) Electricity
 - (b) Water
- 7.8** **Independent Contractor:** The Parties agree that Co-Sponsor is an independent contractor and 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.
- 7.9** **Safety:**
- (a) Co-Sponsor agrees to abide by all state, federal, and local rules and regulations.
 - (b) Co-Sponsor agrees to take all reasonable steps to ensure public safety and protection from fire damage.
 - (c) Co-Sponsor shall coordinate the attendance of Emergency Services personnel and Fire Department personnel if necessary for the period of time that Co-Sponsor is occupying the Park under the terms of this Agreement.
 - (d) Co-Sponsor shall coordinate the attendance of trained security guards to monitor the Park if necessary for the period of time that Co-Sponsor is occupying the Park under the terms of this Agreement.

- (e) The Co-Sponsor shall require and be responsible for obtaining liability waivers (to be provided to the City) to be signed by all arena event participants. Such waiver will be provided by the City and is required to be executed by all rodeo participants. All executed waivers must be returned to the City within seven (7) calendar days after the event.

7.10 Site Maintenance:

- (a) Co-Sponsor agrees not to leave waste or damage the Park.
- (b) City shall provide trash cans for the event, for the collection and disposal of solid waste generated at the event.
- (c) Co-Sponsor shall ensure that all trash is placed in the City-provided trash cans.
- (d) Co-Sponsor shall exercise reasonable care and due diligence to avoid harming the Park.

7.11 Marketing and Use of City Logo:

- (a) Event producers may design flyers and social media posts including a city logo, but designs must be approved by the City of Dripping Springs Communications Department and must follow the City of Dripping Springs Brand Guidelines. Event producers must give the City at least seven business days to approve before release date of flyer distribution or social media posts.
- (b) If flyers and social media are designed by the City of Dripping Springs Communications Department, event producer must supply needed graphics/logos/photos in high-resolution format and any content needed for the flyer at least three weeks before proposed release date. Once design is created, event producer will have one opportunity for proofing and corrections.

8. DURATION: This Agreement shall be enforceable when signed by both parties and shall be deemed terminated January 31, 2026, or as outlined below.

9. TERMINATION:

9.1 This Agreement may be terminated by mutual consent of the parties.

9.2 This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to commencement of the use of the Park.

9.3 Termination shall release each party from all obligations of this Agreement, except as specified below.

9.4 Termination of this Agreement, as provided above, shall not prohibit or impair any claim by either party based upon any breach of this Agreement.

9.5 The City shall determine if Co-Sponsor shall be relieved of Co-Sponsor's obligation to participate at the Park due to inclement weather.

9.6 Force Majeure: In situations in which Co-Sponsor's participation at the Park is delayed, cancelled or suspended due to Acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

10. MANDATORY DISCLOSURES: Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor shall submit a Form 1295 to the Texas Ethics Commission. 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).

11. INDEMNIFICATION: CO-SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE CITY'S ASSOCIATION WITH CO-SPONSOR UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF CO-SPONSOR, AND ANYONE ACTING UNDER THE DIRECT EMPLOYMENT OF THE CITY.

12. CONTROLLING LAW & VENUE: Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.

13. NOTICES: Any notice provided for by this Agreement and any other notice, demand or communication which either party may wish to send to the other, shall be in writing and given by (a) hand delivery, (b) express overnight delivery service, or (c) registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended at such party's address as set forth below.

To the City:

City of Dripping Springs
Attention: City Administrator
Post Office Box 384
Dripping Springs, Texas 78620

Co-Sponsor:

Texas Hill Country Barrel Association
Attention: Molly Azopardi
PO Box 1380
Dripping Springs, TX 78620

- 14. HEADINGS:** The headings and titles to the Articles, Paragraphs and Subparagraphs of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provision hereof.
- 15. ASSIGNMENT:** Neither Party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other Party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Co-Sponsor.
- 16. BINDING ON SUCCESSORS:** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- 17. SEVERABILITY:** Any provisions of this Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- 18. MERGER:** This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Co-Sponsor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the participation at the Park.
- 19. MODIFICATIONS:** All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.
- 20. COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

BE IT HEREBY AGREED & APPROVED, for good & valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

[signature page follows]

Document No. THC02202024

CITY OF DRIPPING SPRINGS:

Michelle Fischer
City Administrator

Date

**TEXAS HILL COUNTRY BARREL
RACING ASSOCIATION:**

Name:
Title:

Date



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

Submitted By: Lily Sellers, Dripping Springs Ranch Park Manager

DSRP Board Meeting Date: January 8, 2025

Agenda Item Wording: **Discuss and consider recommendation regarding a Power Assisted Modes of Transportation Amendment to Parks Rules for Dripping Springs Ranch Park**

Agenda Item Requestor: Lily Sellers

Summary/Background: Staff were continuously having to patrol unauthorized motor vehicles within the park. These vehicles are dangerous to have around horses and livestock and are destructive to our trail system. Staff has seen an increased need to include verbiage that bans all power assisted modes of transportation.

Staff Recommendation: Staff recommends approval of the amendment prohibiting all power assisted modes of transportation.

Attachments: Ordinance No. 2025-XX - E-Bicycles Amendment to Parks Rules

Next Steps/Schedule: If recommended by DSRP Board, present amendment to City Council for approval.

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2025-__

AN ORDINANCE AMENDING CHAPTER 16: PUBLIC WAYS AND PLACES,
ARTICLE 16.02, SECTIONS 16.02.034, 16.02.055, AND 16.02.065 IN THE
CITY OF DRIPPING SPRINGS CODE OF ORDINANCES.

WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to have specific rules for the use of electric bicycles at City parks;

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 Parks and Recreation Commission had a meeting on December 18, 2024, and recommended approval of the rules; and

WHEREAS, the City Council had a meeting and a public hearing on January __, 2025, and approved the rules; and

WHEREAS, the City Council finds that the amendment proposed is reasonable, necessary, and proper for the good government of the City of Dripping Springs.

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

1. FINDINGS OF FACT

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

2. AMENDMENT

Article 16.02, Sections 16.02.034, 16.02.055, and 16.02.065 as currently adopted are amended so to read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication of caption.

7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the ____ day of _____ 2025, by a vote of _____ (ayes) to _____ (nays) to _____ (abstentions) of the City Council of the City of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary

Attachment "A"

CODE OF ORDINANCES

CHAPTER 16-PUBLIC WAYS AND PLACES

ARTICLE 16.02. PARKS AND RECREATION

DIVISION 2. PARK RULES

Sec. 16.02.034. Definitions.

- (a) Rules of interpretation. Words and phrases used in this division shall have the meanings set forth in this section. Words and phrases that are not defined below, but are defined elsewhere in this code, shall be given the meanings set forth in those other ordinances. Words and phrases not defined in this code shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

- (b) Specific definitions.

Alcoholic beverage: Alcohol, or any beverage containing more than one-half of one percent of alcohol by volume, which is capable of use for beverage purposes, either alone or when diluted.

Business activities: The provision of services, instructions, training, or support to another person or to a group in exchange for payment.

Charro Ranch Park: The city park located at 22690 Ranch to Market Rd 150.

City: The City of Dripping Springs, an incorporated municipality located in Hays County, Texas, and includes any official, agent or employee acting on behalf of the city.

Class 1 electric bicycle: [A bicycle with pedal assist, no throttle, and a top speed of up to 20 miles per hour.](#)

Class 2 electric bicycle: [A bicycle with pedal assist, a throttle, and a maximum speed of up to 20 miles per hour.](#)

Class 3 electric bicycle: [A bicycle with pedal assist, a throttle, and a maximum speed of up to 28 miles per hour.](#)

Commercial Activity: Providing goods or services for sell or rent or providing a class or instruction for compensation or as an inducement or advertisement for paid classes or instruction.

Commercial fitness trainer: A for profit trainer providing physical fitness training expertise to clients in a city park.

Commission: The city parks and recreation commission (aka, "parks and rec") or any successor entity.

Dangerous animal: An animal that:

- (1) Makes an unprovoked attack on a person or another animal that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own;
- (2) Commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person; or
- (3) Park personnel deems to be uncontrollable and a danger to those around it.

Department: The City of Dripping Springs and parks and community services department.

Dripping Springs Ranch Park: The park and event center located at 1042 Event Center Drive, Dripping Springs, Texas.

Farmers market committee: The board created under article 6.05 of this code supports the market and serves as an advisory body to the city council.

Firearm: A device defined in accordance with Texas Penal Code section 46.01.

For profit groups: Individuals or organizations that are not nonprofit groups as determined by state and/or federal law.

Founders Memorial Park: The city park located east of RM 12 on Founders Park Road.

Glass container: Any glass receptacle.

Market manager: The city employee designated by the city administrator to manage the operations of the farmer's market.

Motorized/electric toys: Includes any motor powered object including, but not limited to, remote control cars, motorized scooters or bikes, or any motorized or electric wheeled vehicle.

Multi-use trail: Trails designated for pedestrian, bicycle, and equestrian use.

Nonpark waste: Trash, refuse, litter or other solid waste that is not created or generated on-site at a park, but is transported from a person's home, business or other location to a park for disposal purposes. This term includes construction debris, office waste, municipal solid waste, and any form of hazardous waste. This term excludes waste generated on park premises during the course of lawful use of the park for recreational purposes.

Park: Any or all of the parks and facilities under the management and control of the city, including any land now or hereafter dedicated by the city as a municipal park.

Park attendant: A city employee who has been designated by the city council or city administrator to oversee and enforce the rules at a city park.

Park facility: Any building or structure intended for a specific type of use within a park including, but not limited to, a building, sports field, recreational facility, parking lot, covered pavilion, designated camping site, skatepark, or other specific use area within a park.

Person: An individual, corporation, organization, government agency, business, trust, partnership, association, or any other legal entity, other than the city.

School-related activity: An event or activity on or off school property sponsored and/or sanctioned by the Dripping Springs Independent School District. Examples include, but are not limited to, sporting events and performances, such as theatrical, etc.

Skatepark: The city park designed for skating, skateboarding, biking, and other non-motorized wheeled equipment that is located at Founders Memorial Park.

Sports and Recreation Park: The city park located at 27148 Ranch Rd 12, Dripping Springs, TX 78620.

Tobacco product: Includes, but is not limited to, a cigarette, cigar, and any smokeless tobacco product such as chewing and dipping tobaccos.

Vehicle: A device that can be used to transport persons or property including, but not limited to a moped, power-driven bicycle, motorcycle, motor scooter, automobile, truck, golf cart, tractor, aircraft, gliders, paragliders, and all-terrain vehicle.

Weapon: Anything that in the manner of its use or intended use is capable of causing death, personal injury, or serious bodily injury, including (but not limited to) air guns, clubs, axes, pellet or BB guns, bows and arrows, or projectile devices.

(Ord. No. 2023-09, § 2, 3-7-2023; Ord. No. 2023-34, § 2, 10-17-2023)

Sec. 16.02.055. Trail use.

(a) It is an offense for any person to:

- (1) Operate or use a motor vehicle, including a motorcycle, motorbike, mini-bike, or a bicycle on a trail or path not designated for the use with such vehicles;

[\(1.1\) Operate or use a Class 1 electric bicycle, Class 2 electric bicycle, or Class 3 electric bicycle in a park or on a designated trail except and in accordance with section 16.02.065;](#)

- (2) Operate or use a bicycle on any pedestrian trail; or
- (3) Ride, drive, leads or keep a horse on any pedestrian trail.

- (b) On multi-use trails, bicyclists shall yield to joggers, joggers to walkers. All trail users must yield to horses.
- (c) Trail users on multi-use trails should not be more than two abreast when this action will impede other traffic on the trail. Trail users should leave ample room on the trail for other users to pass safely.
- (d) Bicyclists should maintain bicycles in good condition and should operate them in a safe, manner at a reasonable and prudent speed. All bicycles shall be equipped with properly functioning brakes.

(Ord. No. 2023-09, § 2, 3-7-2023)

Sec. 16.02.065. Special rules for specific park facilities.

- (a) Each park facility may develop additional rules and regulations that address problems specific to that facility, which shall be in writing and approved by the city administrator or designee. Patrons shall comply with all rules and regulations posted at individual facilities or for special events.
- (b) Dripping Springs Ranch Park Rules:
 - (1) It is an offense for any person to swim or boat at this park.
 - (2) Only members of the Dripping Springs Ranch Park or patrons who pay a daily fee are permitted to have their horses at this park.
 - (3) It is an offense for any farrier to provide services at this park without approval by the ranch park manager or the parks and community services director.
 - (4) Quiet hours for RV spots are from 10:00 p.m. to 6:00 a.m. unless approved in writing.
 - (5) All waste must be disposed of in the dumpster located on site at the park. Littering on the property will result in a fine.
 - (6) All wastewater, including gray water, must be disposed of in the dump station, located on site at the park. Any dumping of waste/sewage on pavement, dirt or vegetation will result in eviction.
 - (7) No swimming pools are to be set upon the property.
 - (8) Rowdiness, abusive language, fighting, lewd conduct, reckless driving/speeding, drunkenness, and possession of or use of illegal drugs will not be tolerated at any time. Amplified sound, firearms, or weapons shall not be allowed unless otherwise allowed by law or authorized by the city by written agreement.
 - (9) Parents are responsible for the conduct of their children and financially responsible for any damages caused by their children. Children under the age of 13 must be accompanied by an adult at all times.
 - (10) The city, the department, and Dripping Springs Ranch Park, as well as their officials, agents, and employees are not responsible for property or personal injury damages arising out of, or in any way connected to use of the park, including, but not limited to loss or damage by fire, wind, theft, accident, or Acts of God.
 - (11) Registered guests and visitors are liable for all personal injury or property damages and assume any and all risks associated with use of the park to their person, property, animals and vehicles.
 - (12) No vehicles are allowed within the park without a permit or written permission after 11:00 p.m.
 - [\(13\) No power assisted modes of transportation are allowed anywhere in the park except for motor vehicles operated or parked in accordance with sections 16.02.053 or 16.02.054.](#)
- (c) Farmers market. The following section applies to farmers market operations. The market manager has the authority to control the use of the park premises for purposes of Texas Penal Code section 42.03 (obstruction of passageways), issue warnings, provide notice per

Texas Penal Code section 30.05 (criminal trespass), and take appropriate action against any person who violates the rules and regulation for market operations, any section of this division, and any other regulation or law. Additional regulation related to the farmers is in article 6.05 of this code. Farmers market rules include:

- (1) All market participants must complete the appropriate application, pay the applicable fees, and be approved by the market manager or the farmers market committee prior to participation.
- (2) Producers, prepared-food producers, artists and craftspeople, service providers, entertainers, and community organizations that fulfill the mission of the market as listed in section 6.05.003 of this code, may be approved to participate in the market.
- (3) The farmers market and all vendors must comply with the Americans with Disabilities Act and with state accessibility requirements. All common areas and vendor booths must be accessible to individuals with disabilities whenever the booth is open to the public.
- (4) All vendors must agree to and assist in the inspection of their operation by representative of the market at any time to ensure compliance with these rules and state health rules, as applicable.
- (5) Market booth fees will be determined annually by the farmers market manager and approved by the city council. Fees will be assessed to participants weekly.
- (6) All selling and promotion must be contained within the ten feet wide by ten feet deep booth space.
- (7) Any vendor cancellations must be communicated with the market manager by 2:00 p.m. on day prior to the market or late notice fees will be assessed.
- (8) Smoking or other tobacco use, including vaping or electronic cigarettes, is not allowed in market area.
- (9) All market complaints should be sent to the market manager for review by the farmers market committee.
- (10) Violation of farmers market or park rules may result in verbal warning, written warning, suspension or expulsion from the market. The market manager shall have discretion to enact any or all of the above options based on the severity of the violation.
- (11) Community organizations that fulfill the mission of the market and seek to fundraise or educate at the market can submit an application to the farmers market manager for approval to perform such activities.
- (12) All vendors must wait for the sound of the opening bell to commence sales to the public.
- (13) Public dissemination of information is regulated on market days during market hours. Those seeking to disseminate information must do so only in the area designated by the market manager.
- (14) Each vendor is responsible for his or her own sales tax collections and payments.

- (15) A scale certified by the Texas Department of Agriculture must be used at the market for all products sold by weight.
 - (16) Food samples must be distributed in accordance with the rules set forth by the city's farmers market food sampling rules and Texas Department of State and Health Services.
 - (17) Home-canned processed foods and baked goods can be sold but must comply with the Texas Cottage Food Laws as defined by the Texas Department of State Health Services and Texas Health and Safety Code.
 - (18) All vendors must obtain any and all permits and licenses required by the state and the county as applicable to sell each product.
 - (19) All items sold at the market must be raised, prepared, processed, or crafted by the vendor within a 150 mile radius of the city and meet the mission of the market.
 - (20) No live animals may be sold or given away at the market.
 - (21) No vendor, attendee, or participant in the market may impede pedestrian or vehicular traffic or interfere or disrupt normal market operations.
- (d) Skatepark.
- (1) Hours are dawn to dusk. This skatepark is not equipped with lighting and is closed once the sun goes down.
 - (2) Protective safety equipment that properly fits is strongly encouraged to be worn while using the skatepark.
 - (3) The skatepark is unsupervised; and users ride at their own risk.
 - (4) Parents/guardians are responsible for their children; children under the age of ten must be accompanied by an adult.
 - (5) The skatepark is open to bikes, skateboards, scooters, in-line skates, and other non-motorized wheeled vehicles.
 - (6) Animals, other than service animals, are not allowed on the skatepark surface.
 - (7) Motorized and electric toys, equipment, ramps, boxes or user-placed obstacles are not allowed.
 - (8) No modifications to existing ramps or additional obstacles or materials allowed.
 - (9) Competitive events, demonstrations or private lessons require prior approval of the parks & community services department as required by division 4, commercial activity on park property.
 - (10) No graffiti or defacing the property.
 - (11) No gum, food or drinks on the skatepark surface.
 - (12) The skatepark is considered closed during inclement weather (rain, lightning, sleet, snow, etc.).
 - (13) The city reserves the right to close the skate park at any time, including for programmed events.

(14) All other city park rules apply.

(15) A violation of (d)(1), (d)(6), (d)(7), or (d)(8) is considered an offense under this article.

(e) Charro Ranch Park

(1) No power assisted modes of transportation are allowed anywhere in the park except for vehicles parking in authorized parking areas.

(f) Founders Memorial Park (excluding Skatepark)

(1) Class 1 electric bicycles may not be used on trails at a speed greater than 10 miles per hour.

(2) Class 2 electric bicycles and class 3 electric bicycles may not be used with throttle or on trails at a speed greater than 10 miles per hour.

(g) Sports and Recreation Park

(1) Class 1 electric bicycles may not be used on trails at a speed greater than 10 miles per hour.

(2) Class 2 electric bicycles and class 3 electric bicycles may not be used with throttle or on trails at a speed greater than 10 miles per hour.

(Ord. No. 2023-09, § 2, 3-7-2023; Ord. No. 2023-34, § 2, 10-17-2023)

DRIPPING SPRINGS
**RANCH
PARK**

Item 4.

MANAGER REPORT

NOVEMBER/DECEMBER

HORSES & LIVESTOCK & SKATING... OH MY!



November/December Highlights:

- DSRP staff worked incredibly hard to turn the expansion from a Fences Over Bee Caves Show ring into a pig barn for Fall Classic
- After Fall Classic, DSRP Staff pulled a near all nighter and cleaned pig shavings and broke down pig pens to turn the Livestock Barn into our Western Wonderland
- Vintage Market Days was the first week of December, and despite a rainy weekend, they had a packed house of shoppers
- Our Programs and Admin team braved the cold and rain at Christmas on Mercer but connected with new and familiar faces
- Our DSRP Riding Series Holiday Classic Dressage Show was full and we were excited to see many riders from our clinic who joined us for their very first Dressage Show
- Western Wonderland joined us for the 2nd year with many highlights:
 - Melanie had 18 businesses and nonprofits contribute to our Community Trail of Lights! Last year we had 6 so it grew tremendously!
 - Our innagural Character Pancake Breakfast had 80 participants which surpassed our goal by double
 - Our Community Stage saw performances from every elementary school, SSMS, DSHS, and even a Live Nativity from the Cowboy Church
 - Our Micro Events had great turnout and provided many smiles
 - We had over 6500 skaters come, just in December!!
 -

HIGHLIGHTS AND PREVIEWS



WESTERN Wanderland



Coming Soon in January

Programs

- Youth: Nature Rangers After-School, Tween Scene on Ice, Arrow Wranglers
- Adult: Drip Running and Yoga
- Family: Star Party, Family Nerf Night

Events

- TX Jr Roller Derby, CCA Banquet, We Are Blood Drive, Western Wonderland Closes on January 5th, 4H Point Show, Big Tex Gun Show, HCLE Buyer's Gala, Hays County Livestock Expo