



DSRP BOARD REGULAR MEETING

City of Dripping Springs

Event Center Banquet Hall, 1042 Event Center Drive

Wednesday, August 05, 2020 at 12:00 PM

Agenda

CALL TO ORDER AND ROLL CALL

Board Members:

Todd Purcell, Chair

Pam Owens

Mike Carroll

Terry Polk

Penny Reeves

City Staff and Elected/Appointed Officials:

Kelly Schmidt, Parks & Community Services Director

Emily Nelson, DSRP Customer Service Specialist

PRESENTATION OF CITIZENS

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

MINUTES

- 1. Discuss and consider approval of the July 8, 2020 DSRP Board of Directors regular meeting minutes.**
- 2. Discuss and consider possible action regarding the DSRP Board Minutes format.**

STANDING REPORTS

Reports are for discussion only. The Board may provide staff direction and no action shall be taken.

- 3. Parks & Community Services Director Monthly Report**
Kelly Schmidt, PCS Director

BUSINESS

- 4. Discuss and consider possible action regarding the Appointment of Officers to the Dripping Springs Ranch Park Board of Directors.**
 - a) Vice Chair
 - b) Secretary
- 5. Discuss and consider approval of a Contractor Instructor Agreement between the City of Dripping Springs and Earth Native Wilderness School regarding recreation programs at the Dripping Springs Ranch Park & Event Center.**
- 6. Discuss and consider possible action regarding Equine Discipline Nights.**
- 7. Discuss and consider approval to allocate DSRP contingency funds to DSRP access road drainage repair improvement project expanded engineered design scope costing an additional \$12,000.00 that will include roadway repair of the access road from the event center to the low water crossing and from the low water crossing to the Ranch House.**

EXECUTIVE SESSION

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

UPCOMING MEETINGS

DSRP Board of Directors

September 2, 2020 at 12:00 p.m.

October 7, 2020 at 12:00 p.m.

November 4, 2020 at 12:00 p.m.

City Council Meetings

August 11, 2020 at 6:00 p.m. (Workshop 6:00/Regular Meeting 6:30)

August 18, 2020 at 6:00 p.m.

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

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

All agenda items listed above are eligible for discussion and action unless otherwise specifically noted. This notice of meeting is posted in accordance with Chapter 551, Government Code, Vernon's Texas Codes Annotated.

I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on July 31, 2020 at 2:30 p.m.

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 Minutes July 8, 2020 at 12:00 p.m.

A Regular Meeting of the Ranch Park Board of Director of Dripping Springs, Texas was held Wednesday, July 8, 200 at 12:00 p.m., in the Banquet Hall located at Dripping Springs Ranch Park & Event Center, 1042 Event Center Drive, Dripping Springs, Texas.

I. CALL TO ORDER AND ROLL CALL

Board Members:

Todd Purcell, Chair
Terry Polk
Penny Reeves

City Staff:

Kelly Schmidt, Parks & Community Services Director
Tina Adams, DSRP Event Center Manager
Laura Mueller, City Attorney

With a quorum of the Board present, Chair Purcell called the meeting to order at 12:00 p.m

II. BUSINESS

A. Discuss and consider possible action regarding meeting schedule to include meeting day, time and frequency.

A motion was made by Board Member Reeves to set the monthly meetings for the first Wednesday of each month at 12:00 p.m. Board Member Polk seconded the motion which carried unanimously 3 to 0.

B. Discuss and consider possible action regarding the Dripping Springs Ranch Park Event Center Fiscal Year 2021 Budget Request.

Kelly Schmidt and Tina Adams presented the staff report which is on file.

The Board discussed the riding series to date and Tina Adams will follow up with the Board with more information. Kelly Schmidt and Tina Adams discussed the Event Center sound system and the need for improvements. Immediate improvements are needed in preparation for the rodeo which will go towards all improvements required for the system. Total improvements are estimated at \$20,000.00. Chair Purcell discussed fans and directed staff to include in the budget.

A motion was made by Board Member Reeves to amend the Dripping Springs Ranch Park Event Center Fiscal Year 2021 Budget Request to include \$60,000.00 for fans and

\$20,000.00 Event Center sound system improvements. Board Member Polk seconded the motion which carried unanimously 3 to 0.

C. Discuss and consider possible action regarding Dripping Springs Ranch Park Event Center Rules.

Laura Mueller presented the staff report which is on file. Staff recommends approval of the rules.

Chair Purcell opened a Public Hearing regarding the proposed rules.

Paul Wolters spoke during the Public Hearing and expressed concerns related to check-in process and technology, arena equipment, and specificity of membership rules.

The Board discussed opening the small arena for riding members and stressed to staff that if this were to happen the arena would need to be closely monitored and controlled to prevent disruptions.

No action was taken regarding this item.

D. Discuss and consider possible action regarding Policies and Procedures related to Trainers and Trainer Activities at the Dripping Springs Ranch Park Event Center.

Chair Purcell presented the item and expressed that these policies and procedures apply only to trainers with two students.

Paul Wolters spoke and requested the Board look into opening both arenas and possibly increasing the amount students a trainer is allowed, as he is worried he may not be able to use the facilities.

A motion was made by Chair Purcell to approve the Policies and Procedures related to Trainers and Trainer Activities and attached Trainer Use Agreement and Term Sheet. Board Member Polk seconded the motion which carried unanimously 3 to 0.

A motion was made by Chair Purcell to recommend the Mayor open both arenas to allow for training. Board Member Polk seconded the motion which carried unanimously 3 to 0.

III. EXECUTIVE SESSION

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

The Board did not meet in Executive Session.

V. ADJOURN

A motion was made by Board Member Reeves to adjourn the meeting. Chair Purcell seconded the motion which carried unanimously 3 to 0.

This regular meeting adjourned at 1:30 p.m.



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

Submitted By: Andrea Cunningham, City Secretary

Board Meeting Date: August 5, 2020

Agenda Item Wording: **Discuss and consider possible action regarding the DSRP Board Minutes format.**

Agenda Item Requestor: Andrea Cunningham

Summary/Background: Per City Ordinance, the DSRP Board is required to keep minutes of each meeting which shall be approved at the following meeting. Minutes are filed with the City Secretary and maintained on the City's website. The board may appoint a secretary from its membership to take minutes; if a secretary is not appointed, Staff Liaison Kelly Schmidt will designate a member of the Parks Staff to take meeting minutes.

Minutes are kept in one of two formats:

- **Action Minutes:** records motion and/or staff direction; brief summary of staff report if not on file, and brief summary of public comment.
- **Summary Minutes:** records motion and/or staff direction and brief summary of board discussion; brief summary of staff report if not on file, and brief summary of public comment.

Recommended Board Actions: Staff recommends the board select a minute's format.

Attachments: NA

Next Steps/Schedule:

1. Meet with designated minutes taker to unsure proper drafting of minutes.



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

Submitted By: Andrea Cunningham, City Secretary

Board Meeting Date: August 5, 2020

Agenda Item Wording: Discuss and consider possible action regarding the Appointment of Officers to the Dripping Springs Ranch Park Board of Directors.

Agenda Item Requestor: Andrea Cunningham

Summary/Background: Each meeting body of the City has the opportunity to appoint officers from its membership. Generally, the body will appoint a Vice Chair and Secretary, with the Chair Appointment being made by the City Council.

Chair: Responsible for running the meeting and working with the City Secretary and Parks Director to coordinate and approve the agenda for posting.

Vice Chair: serves in the absence of the Chair

Secretary: Responsible for taking minutes and submitting to the City Secretary for approval at the following meeting.

The City Council appointed Todd Purcell as the Chair at their June 24, 2020 Special Meeting.

Recommended Actions: Staff recommends the appointment of a Vice Chair and Secretary at the pleasure of the Board.

Attachments: NA

Next Steps/Schedule:

1. Update master and board rosters
2. Update City DSRP Board webpage
3. Update Agenda template



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

Submitted By: Kelly Schmidt, Parks & Community Services Director

Meeting Date: August 5, 2020

Agenda Item Wording: **Discuss and consider approval of a Contractor Instructor Agreement between the City of Dripping Springs and Earth Native Wilderness School regarding recreation programs at the Dripping Springs Ranch Park & Event Center.**

Agenda Item Requestor: David Scott Earth Native

Summary/Background: Founded in 2011 in Austin, TX, Earth Native Wilderness School tirelessly works to help our students build lifelong connections to the outdoors. We do this through offering unique, fun, and informative courses that not only enliven but also lead our students down an incredible path of discovery and greater self-reliance.

So much of our lives these days are co-opted by electronics, cramped indoor spaces, and stress. But there is a whole other world waiting for us outside, one full of mystery, wonder, healing, and connection. So many studies have revealed how much people need nature and that regular time spent outdoors leads us to healthier, happier, less stressful, and more fulfilled lives.

At Earth Native we understand that while wonderful, nature can also be daunting and intimidating at times. We therefore strive to be a bridge helping people and communities not only learn new life-enhancing skills that lead to greater confidence and fun in the outdoors, but also to provide a space for people who are interested in learning more about the wonder of nature to come and develop their skill and connection in a community setting.

This will be Earth Native's 2nd year offering outdoor wilderness education classes at DSRP. They are adhering to all Covid-19 recommended precautions including small group ratios of 10 (including instructor), social distancing and masks.

Dates at DSRP for the 2020-2021 year: September 14 & 28 | October 12 & 26 | November 9 & 30 | December 14 | January 4 & 18 | February 1 & 15 | March 1 & 22 | April 5 & 19 | May 3 & 17. Each class is held in the park from 9am-3pm

Attachments: 2020 Earth Native Wilderness School Instructor Contract (fee has not increased)

Next Steps/Schedule:

Contact Mr. Scott and inform him of the Board’s decision. Place dates on the Park/Event Center on-line calendar and link as a Partner Program to the PCS website and Facebook page.

CONTRACT INSTRUCTOR AGREEMENT

This AGREEMENT is made and entered into this, the 14th day of May 2019, by and between the **City of Dripping Springs**, Texas, a municipal corporation (hereinafter referred to as “City”), and **Earth Native Wilderness School** an individual (hereinafter referred to as “Instructor”).

PREAMBLE:

WHEREAS, the City desires to offer independent Contract Instructors to teach classes in the parks; and

WHEREAS, the City finds that the contract instructor assumes all liability and shall be an independent Contract Instructor as related to this agreement; and

WHEREAS, this agreement can be terminated without cause by either party giving fifteen days written notice to the other party; and

WHEREAS, the contract instructor will pay the City a rental fee per programming day

WHEREAS, the City finds that it is in the best interest of the City and its residents to provide classes at its parks.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Duties.

A. Duties of Contract Instructor.

- (1) Teach recreation programs to a designated age group.
- (2) Represent the City in a professional manner.
- (3) Communicate progress and goals with participants and parents, as appropriate.
- (4) Provide a safe environment for all students by enforcing class and park rules as well as any rules or laws adopted by Hays County, the City of Dripping Springs, and the State of Texas.
- (5) Engage in excellent communication while working well with the class age group.
- (6) Provide exceptional customer service.
- (7) Notify the City of any absences, if at all, before the activity begins.
- (8) Notify the participants and City Staff of any pre-arranged absences and provide an appropriate make-up schedule.

- (9) Submit monthly attendance reports and other information in writing as requested by the City.
- (10) Report to the Parks and Community Services Director who will require the Contract Instructor to address any complaints or concerns from patrons, parents, guardians, or the public.

B. Duties of City.

- (1) The City shall provide opportunities for the Contract Instructors to provide classes at city parks based on the demand of the residents and availability of location for the classes.
- (2) After a class is approved, the City shall provide a safe, clean, and well-kept location at a city park for teaching of the class.
- (3) Advertise Contract Instructor classes by website and e-mail.

- 2. Duration.** The term of this Agreement shall be for a term of one (1) year beginning on September 1, 2020 and ending on August 30, 2021 provided, however, that the term of this Agreement shall be subject to earlier termination as set forth in this Agreement. The City may, by written approval of the City Administrator, extend the term of this Agreement.

The classes shall not take place during City Holidays or when any Park is closed for safety purposes. Program schedules are subject to change due to events, construction, safety closures, or emergency repairs. All classes shall be submitted to the Parks and Community Services Director, or the Director's Designee as communicated in writing to Instructor, for approval and shall not begin without written approval of the Parks and Community Services Director, which approval shall not be unreasonably withheld.

This agreement can be terminated without cause by either party giving fifteen (15) days written notice to the other party.

The City, at its sole discretion for any reason whatsoever, may cancel this agreement at any time and without prior notice if the City determines that the activity is not in the best interest of the City.

3. Pay/Fees.

- A.** All fees are subject to final approval by the City Council at the recommendation by the Parks and Recreation Commission.
- B.** Instructor will pay a rental fee of \$75.00 per programming day to use the outdoor arena/Ranch House area.
- C.** Instructor will pay monthly, by the 10th of the month for the preceding month's classes.

4. **Notices.** Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

To the City:

City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620

To the Instructor:

Earth Native Wilderness School
Attn: David Scott
137 Woodview Lane
Bastrop, TX 78602

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Instructor or City may change the address for notices at any time with seven (7) days written notice to the other party.

5. **General Provisions.**

- A. Relationship of Parties:** It is understood by the parties that Contract Instructor is an independent Contract Instructor 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 Contract Instructor. The City may contract with other individuals or firms for teaching services.
- B. Injuries/Insurance:** Contract Instructor acknowledges the Contract Instructor's obligation to obtain appropriate insurance coverage. Contract Instructor waives the rights to recovery from City for any injuries that Contract Instructor may sustain while performing services under this Agreement. Contract Instructor is to provide a copy of insurance coverage to City at least ten (10) days prior to the end of any existing coverage period if Contract Instructor uses the services of any of Contract Instructor's employees for the provision of services to the City. The City shall be named as an additional named insured on the Insurance.
- C. Indemnification:** Contract Instructor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against City that result from acts or omissions of Contract Instructor.
- D. Assignment:** Contract Instructor'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.
- E. Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contract Instructor 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 Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).

F. Force Majeure means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or military authority, insurrections, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, explosions, or other causes not reasonably within the control of the party claiming such inability. Neither CITY nor Instructor 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 undertaken to mitigate its effects.

G. Entire Agreement: The text herein and attachments noted above shall constitute the entire Agreement between the parties. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

H. Effective Date: This Agreement shall become effective commencing on the date of execution as indicated below.

I. Severability: If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

J. Enforcement and Venue: This Agreement shall be construed under and according to the laws of the State of Texas and venue for enforcement shall be in Hays County.

K. 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.

IN WITNESS WHEREOF, the City of Dripping Springs has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Secretary, and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF DRIPPING SPRINGS:

INSTRUCTOR:

Bill Foulds, Jr., Mayor

Dave Scott, Earth Native Wilderness School

Date

Date

ATTEST:

Andrea Cunningham, City Secretary



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

Submitted By: Kelly Schmidt, Parks & Community Services Director

Meeting Date: August 5, 2020

Agenda Item Wording: **Discuss and consider approval to allocate DSRP contingency funds to DSRP access road drainage repair improvement project expanded engineered design scope costing an additional \$12,000.00 that will include roadway repair of the access road from the event center to the low water crossing and from the low water crossing to the Ranch House.**

Agenda Item Requestor: Kelly Schmidt & Chad Gilpin

Summary/Background: In 2020 City Council approved a Drainage Repair Project at Dripping Springs Ranch Park in the amount of 110k contingent on the availability of HOT funds to cover the expense. The project was to repair current drainage issues along the access road that leads to the low water crossing from the DSRP Event Center with 10k allocated for engineered project drawings/plan and 100k for construction costs.

As of February 2020, the project had not begun and Covid set in. With the idea that HOT funds may not be available to pursue the completion of the project in 2020, staff relinquished to pursuing the goal of just the engineered plans for the 2020 fiscal year. During that time the admin office for the City's Parks & Community Services department was relocated to the DSRP Ranch House and the need for improved access for the public and staff to the backside of the park and the Ranch House location proved evident and a priority.

The City Engineer estimates that the project expansion to complete a comprehensive access road construction plan that will address current drainage issues from the Event Center to the low water crossing and from the low water crossing to the Ranch house will cost 22k.

The implementation of the plan can be constructed in phases as budget allows.

Attachments: DSRP Event Center Approved 2020 Budget

Next Steps/Schedule: City Treasurer transfers 12k budgeted funds from DSRP Contingency line item to DSRP Capital Improvement Drainage Repair Project. City Treasurer transfers budgeted 10k from HOT funds to DSRP Capital Improvement Drainage Repair Project. City Engineer begins project design work to be completed prior to September 30, 2020.

FY20
Amended 12/10/19

| | |
|-----------------------------------|----------------------|
| Balance Forward | \$ 70,335.71 |
| Revenue | |
| Stall Rentals | \$ 22,000.00 |
| RV Site Rentals | \$ 22,500.00 |
| Facility Rentals | \$ 165,000.00 |
| Equipment Rental | \$ 10,000.00 |
| Riding Series | \$ 82,000.00 |
| Fair and Rodeo | \$ 7,000.00 |
| Income from Merch Sales | \$ 10,000.00 |
| Riding Permits | \$ 12,000.00 |
| Staff Fees | \$ 3,000.00 |
| Cleaning Fees | \$ 5,500.00 |
| House Rental Income | \$ 4,000.00 |
| Other Income | \$ 4,000.00 |
| TXF from Parkland Dedication | |
| Interest | \$ 1,250.00 |
| TXF from Ag Facility | \$ 11,305.00 |
| TXF from HOT RV Parking Lot | \$ 50,000.00 |
| TXF from HOT | \$ 135,759.76 |
| TXF from Landscape Fund | \$ 20,700.00 |
| TXF from General Fund | \$ 57,557.86 |
| Total Revenue | \$ 693,908.33 |
| Expense | |
| Advertising | \$ 500.00 |
| Office Supplies | \$ 3,000.00 |
| DSRP Labor | \$ 10,400.00 |
| Network/ Communications | \$ 15,500.00 |
| Alarm | \$ 1,080.00 |
| Drainage Repairs | \$ 110,000.00 |
| Sponsored Events | \$ 40,000.00 |
| TX HOT RV Parking Lot | \$ 50,000.00 |
| Supplies and Materials | \$ 30,000.00 |
| Dues, Fees and Subscriptions | \$ 1,000.00 |
| Mileage | \$ 1,500.00 |
| Equipment | \$ 20,000.00 |
| Equipment Rental | \$ 1,000.00 |
| Portable Toilets | \$ 800.00 |
| Electric | \$ 65,000.00 |
| Water | \$ 15,000.00 |
| Propane/Natural Gas | \$ 3,500.00 |
| Stall Cleaning & Repair | \$ 2,000.00 |
| Training and Education | \$ 3,195.00 |
| Other Expense | \$ 2,500.00 |
| Improvements | \$ 80,000.00 |
| Tree Planting | \$ 20,700.00 |
| Contingencies | \$ 50,000.00 |
| Equipment Maintenance | \$ 20,000.00 |
| Fleet Maintenance | \$ 7,500.00 |
| Gen Maintenance and Repair | \$ 55,000.00 |
| Lawn Maintenance | \$ 12,000.00 |
| Quarterly payments To HCLE | \$ 26,000.00 |
| Merchandise | \$ 5,000.00 |
| Total Expenses | \$ 652,175.00 |
| Total Proposed Balance Fwd | \$ 41,733.33 |