



PARKS & RECREATION COMMISSION REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Monday, October 04, 2021 at 6:00 PM

Agenda

CALL TO ORDER AND ROLL CALL

Commission Members

Eric Russell, Vice Chair
Kristy Caldwell
Matthew Fougerat
Paul Fushille
Eric Henline
Wade King
Tara Satine
Matthew Zarbaugh

Staff, Consultants & Appointed/Elected Officials

City Attorney Laura Mueller
Andrea Cunningham, City Secretary
Parks Planning Consultant Brent Luck, Luck Designs

PRESENTATION OF CITIZENS

A member of the public who desires to address the Commission 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 Commission'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 Commission. It is the request of the Commission 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 August 2, 2021, Parks & Recreation Commission regular meeting minutes.**

BUSINESS

- 2. Introduction of new Commission Members and Overview of Parks & Recreation Commission Function and Duties.**

3. **Discuss and consider the appointment of officers to the Parks & Recreation Commission Chair for a term of one (1) year.**
 - a. Chair
 - b. Vice Chair
4. **Discussion of the proposed park proposal for Dripping Springs Municipal Utility District Number 1 at 112.29 acres at Mokhtarian and surrounding tracts known as Village Grove on the east end of Sports Park Road and Sports and Recreation Park and south of 290. Applicant: Matthew Scrivener, P.E., Austin Land Innovations, LLC.**
5. **Update and discussion regarding the Dripping Springs Parks Foundation.**
Presenter: Robbie Zamora
6. **Discuss and consider possible action regarding Parks & Recreation Committees.**
 - a. Add and/or Remove Committees
 - b. Committee Appointments
7. **Discuss and consider approval of the 2022 Parks & Recreation Commission Meeting Calendar.**

REPORTS

The following reports relate to the planning and administration of the City's Parks & Recreation Program. The commission may provide staff direction; however, no action may be taken.

8. **July 2021 Parks & Community Services Director's Report**
Kelly Schmidt, PCS Director
9. **August 2021 Parks & Community Services Director's Report**
Kelly Schmidt, PCS Director

PARKS STANDING COMMITTEE REPORTS

The following reports relate to the administration of the City's Parks. The Commission may provide staff direction; however no action may be taken.

10. **Charro Ranch Park Committee**
Commissioners Paul Fushille and Matt Fougerat
11. **Dripping Springs Ranch Park Committee**
Commissioners Wade King and Matthew Zarbaugh
12. **Founders Memorial Park Committee**
Commissioners Eric Henline
13. **Sports & Recreation Park Committee**
Commissioner Eric Russell
14. **Veterans Memorial Park Committee**

EXECUTIVE SESSION

The Parks and Recreation Commission 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 Parks and Recreation Commission 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

Parks & Recreation Commission Meetings

November 1, 2021, at 6:00 p.m.

December 6, 2021, at 6:00 p.m.

City Council Meetings

October 5, 2021, at 6:00 p.m.

October 19, 2021, at 6:00 p.m.

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. In addition, the Commission may consider a vote to excuse the absence of any Commissioner for absence from this meeting.

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **October 1, 2021, 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.



PARKS & RECREATION COMMISSION REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Monday, August 02, 2021 at 6:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

With a quorum of the Commission present, Chair Zamora called the meeting to order at 6:00 p.m.

Commission Members present were:

Robbie Zamora, Chair
Eric Russell, Vice Chair (arrived at 6:11 p.m.)
Paul Fushille
Eric Henline
Wade King
Matthew Zarbaugh

Commissioners absent were:

Amber Ballman
Matthew Fougerat

Staff, Consultants & Appointed/Elected Officials present were:

Programs & Aquatics Manager Mack Rusick
City Secretary Andrea Cunningham

PRESENTATION OF CITIZENS

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No one spoke during Presentation of Citizens.

MINUTES

1. **Discuss and consider approval of the June 7, 2021, Parks & Recreation Commission regular meeting minutes.**

A motion was made by Commissioner Henline to approve the June 7, 2021, Parks & Recreation Commission regular meeting minutes. Commissioner King seconded the motion which carried unanimously 5 to 0.

BUSINESS

2. **Discuss and consider approval of the Revised Parks & Recreation Commission Fiscal Year 2022 Budget Recommendation.**

The Commission reviewed the budget recommendation. No action was taken.

3. **Discuss and consider possible action regarding the rescheduling of the Parks & Recreation Commission regular meeting of September 7, 2021, due to a conflict with the City Council & Board of Adjustment regular meeting.**

A motion was made by Commissioner Henline reschedule the September 7, 2021, regular Parks & Recreation Commission meeting to August 30, 2021. Vice Chair Russell seconded the motion which carried unanimously 6 to 0.

REPORTS

The following reports relate to the planning and administration of the City's Parks & Recreation Program. The commission may provide staff direction; however, no action may be taken.

Reports are on file and available for review upon request.

4. **Parks & Community Services June 2021 Director's Report**
Kelly Schmidt, PCS Director
5. **Parks & Community Services June 2021 Financial Statement**
Shawn Cox, City Treasurer

PARKS STANDING COMMITTEE REPORTS

The following reports relate to the administration of the City's Parks. The Commission may provide staff direction; however, no action may be taken.

There were no updates to Standing Committee Reports.

6. **Charro Ranch Park Committee**
Commissioners Paul Fushille and Matt Fougerat
7. **Dripping Springs Ranch Park Committee**
Commissioners Wade King and Matthew Zarbaugh

8. **Founders Memorial Park Committee**
Commissioners Eric Henline and Amber Ballman
9. **Sports & Recreation Park Committee**
Commissioners Eric Russell and Robbie Zamora
10. **Veterans Memorial Park Committee**
Commissioner Robbie Zamora

EXECUTIVE SESSION

The Parks and Recreation Commission 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 Parks and Recreation Commission 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 Commission did not meet in Executive Session.

UPCOMING MEETINGS

Parks & Recreation Meetings

September TBD

October 4, 2021 at 6:00 p.m.

November 1, 2021 at 6:00 p.m.

City Council Meetings

August 3, 2021 at 6:00 p.m.

August 17, 2021 at 6:00 p.m.

ADJOURN

A motion was made by Commissioner Henline to adjourn the meeting. Commissioner Fushille seconded the motion which carried unanimously 5 to 0.

This regular meeting adjourned at 6:40 p.m.

- CODE OF ORDINANCES
Chapter 2 - ADMINISTRATION AND PERSONNEL
ARTICLE 2.04. - BOARDS, COMMISSIONS AND COMMITTEES
DIVISION 3. PARKS AND RECREATION COMMISSION

DIVISION 3. PARKS AND RECREATION COMMISSION

Sec. 2.04.061. Popular name.

This division shall be commonly cited as the "parks and recreation commission ordinance."

(Ordinance 1500.3, ex. A, § 1.1, adopted 8/9/05)

Sec. 2.04.062. Creation.

There has been created in the county a citizen advisory board known as the City of Dripping Springs "Parks and Recreation Commission."

(Ordinance 1500.3, ex. A, § 1.2, adopted 8/9/05)

Sec. 2.04.063. Definitions.

(a) General. Words and phrases used in this division shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in this code, shall be given the meanings set forth in this code. 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.

Commission: The City of Dripping Springs Parks and Recreation Commission.

DSISD: The Dripping Springs Independent School District.

DSYSA: The Dripping Springs Youth Sports Association, an incorporated nonprofit organization.

ETJ: The extraterritorial jurisdiction of the City of Dripping Springs, Texas.

(Ordinance 1500.3, ex. A, § 2, adopted 8/9/05)

Sec. 2.04.064. Members.

(a) Composition. The commission shall be composed of eight members who are known to be interested in parks and public recreation and the proper use of leisure time of the people of the city. The members shall serve without pay.

(b) DSISD. Two members of the commission shall be nominated by the DSISD, and each such nominee shall be appointed by the council to a two-year term of office. Each such member must reside within the boundaries of the DSISD.

- (c) City. Four members of the commission shall be appointed to a two-year term of office by the council. One of the three members may be a city councilmember. Each such member must reside within the city limits, the ETJ, or the boundaries of the DSISD.
- (d) DSYSA. Two members of the commission shall be nominated by the Dripping Springs Youth Sports Association (DSYSA), and each such nominee shall be appointed by the council to a two-year term of office. Each such member must reside within the city limits, the ETJ, or the boundaries of the DSISD.
- (e) Leadership. The members of the commission shall nominate a person to serve annually as chairperson of the commission. The chairperson shall appoint a vice-chairperson.

(Ordinance 2019-21, adopted 6/11/19)

Sec. 2.04.065. Organization and meetings.

- (a) Rules. The commission may adopt such rules as it deems best to govern its actions, provided those rules are not contrary to the general laws of this state, this division and other city ordinances.
- (b) Quorum. The attendance of four or more members shall constitute a quorum. The chairperson shall count toward the establishment of a quorum. The chairperson is allowed to make motions and vote on all matters before the commission.
- (c) Meetings. The meetings of the commission shall be held on a regular basis, but not less than once every two months. Commission meetings shall generally be open to the public as required by the laws of the state, and shall comply with the Open Meetings Act as set forth in chapter 551 of the Texas Government Code, as may be amended.
- (d) Ordering meetings. Meetings may be called by the chairperson, or at the request of two or more of the commission's members.
- (e) Attendance. Commission members unable to attend any meeting shall notify the chairperson as soon as possible, in order to assure a quorum will be present. Any member of the commission absent for three regular consecutive meetings, or four regular meetings during the preceding twelve-month period of the commission, without having obtained leave of absence at a regular meeting, unless prevented by sickness, shall be deemed to have automatically vacated the position of commissioner.

(Ordinance 1500.3, ex. A, § 4, adopted 8/9/05)

Sec. 2.04.066. Functions and duties.

- (a) Advisory role. The commission shall act generally in an advisory capacity to the city council in the acquisition, development, utilization, operation, improvement, equipment and maintenance of all park playgrounds and recreational areas owned or controlled by the city.
- (b) Recommendations. It shall be the duty of the commission to make recommendations to the city council pertaining to:
 - (1) The maximum utilization of the parks and park facilities by the DSISD, local athletic associations and the local public.
 - (2) Utilization of the park facilities to accommodate the athletic program of the DSISD and local athletic associations.
 - (3) Establishment of rules and regulations governing the utilization of the parks.
 - (4) Future development of parks, playgrounds and recreational facilities.

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- (c) Activities. The commission shall:
- (1) Schedule special events;
 - (2) Establish an operating budget with approval of the council;
 - (3) Establish a maintenance program;
 - (4) Provide the council with quarterly and annual financial statements;
 - (5) Show income, expenditures and profit or loss of the city's park facilities;
 - (6) Make recommendations pertaining to the city's master park plan; and
 - (7) Prescribe and approve a schedule of activities of park facilities.
- (d) Cooperation. The commission shall at all time seek to promote the close cooperation between the city, the DSISD, and the DSYSA and all private citizen's institutions and agencies interested in conducting recreational activities to the end that all recreational resources within the city may be coordinated to secure the greatest public welfare.

(Ordinance 1500.3, ex. A, § 5, adopted 8/9/05)

Secs. 2.04.067—2.04.090. Reserved.

9600 Escarpment Blvd., Suite 745-4
Austin, Texas 78789

Date: 10.01.21
Project: Village Grove
City of Dripping Springs
Parkland Dedication Plan

MEMORANDUM

To: Laura Mueller, City of Dripping Springs City Attorney

Cc: N/A

This memo serves as follow-up correspondence to the review by LUCK Design Team, LLC of the Village Grove Parkland Dedication Plan submitted September 10, 2021. Please see attached Parkland Dedication Plan Narrative and site plans.

*** **

[Note: This review is considered an initial review to ensure the comments from this review and discussion are taken into consideration as the project moves through PDD and MUD review. It is our understanding that the Parks and Recreation Commission will have the chance to review the proposed park development again as the project goes through the platting stage.](#)

After review we have the following observations and recommendations:

1. At 531 proposed residential units, the amount of parkland required per ordinance is 23.09 acres.
2. A total of 27.33 acres of physical land is being dedicated to the City as public parkland as broken down below:
 - a. Public Parks – Total = 2.60 acres
 - b. Public Open Space = 16.12
 - c. Public Floodplain / Detention (Max ½ of required parkland acreage)=2.84 acres
 - d. Private Parkland = 5.77
3. The amount of parkland dedication acreage exceeds ordinance requirements by 4.24 acres.
4. The parkland development fee required by ordinance for the 531 acres is \$344,088. The developer has indicated that the full amount of that parkland development fee will be paid.
5. A trail connection along the south minor collector road is proposed by the developer that will connect the residential part of the community to Dripping Springs Sports Park. This trail width is not specified but we would like that trail width to be 8’ wide as a minimum and preferably 10’ wide.
6. The 1.0 acres of parkland central to the development is located there to primarily serve as a neighborhood park and will be passive in nature. City Staff has asked the developer to consider possible use of this park for a dog park.
7. The edge treatment of the tract located west of the north-south minor collector and how it interfaces with Dripping Springs Sports and Recreation Park needs to be discussed further, specifically in regards to:

- a. Perimeter fencing (picket style fence at a lower height or a higher opaque fence);
 - b. Trail connections to Dripping Springs Sports and Recreation Park;
 - c. Any buffer areas proposed between the Sports Park and the proposed development.
8. The developer needs to further define what the western most amenity pond will look like. Is there a possibility it can be used for recreation as well?

We recommend preliminary approval of the Parkland Dedication Plan per the discussion of Items 5 – 8 stated above.

Prepared By: Brent Luck

PARKLAND SUMMARY			
Residential	531 units		
Required Parkland Area:	23.09 acres	1 AC / 23 DUs	
Parkland Credit Summary		Area	Dedication
Public Parkland			
Public Park	2.60 acres	100% credit	2.60 acres
Public Open Space	16.12 acres	100% credit	16.12 acres
Amenity Pond	2.84 acres	100% credit	2.84 acres
Total Public Parkland Dedicated:	21.56 acres		21.56 acres
Private Parkland			
Private Parkland	7.08 acres	100% credit	5.77 acres
Private Open Space	1.23 acres	0% credit	0.00 acres
Non-Amenity Pond	0.49 acres	0% credit	0.00 acres
Total Private Parkland :	9.53 acres		5.77 acres*
Total Private & Public Parkland Credits:	27.33 acres		
Required Parkland Dedication:	23.09 acres		
Delta:			4.24 acres
Parkland Development Fee			
	Units	Calculation	Total Fee
Total Required Fee	531	\$648 / DU	\$344,088
Offroad Trails	11,038 lf		
Roadside Concrete Trails	6,698 lf		

*Private Parks can count up to 25% of total required parkland acreage.





Village Grove – Dripping Springs, Texas
September 10, 2021

PARKLAND AND OPEN SPACE CALCULATIONS

Property Overview

Village Grove is a planned residential community located south of US 290 and east of Rob Shelton Blvd. The property shares its western border with the Dripping Springs Sports and Recreation Park within the City of Dripping Springs. The property is approximately 111.7 acres to be zoned for a maximum of 531 residential units.

The property terrain is bordered to the north and south by hilltops, one adjacent to its northern border and another hilltop on the southern border. On the southwest portion of the property, south of Sports Park Road, the property has a natural rolling terrain with a prairieland feel. Native grasses dominate this area with very few trees. As the property continues to the east, slopes become more varied and tree cover becomes increasingly dense with a mix of Ashe Junipers and native hardwoods, such as Live Oak and Elm trees. A natural drainage corridor runs between the two hilltops on the east side of the property, continuing off site and into the existing Preserve subdivision.

The Village Grove Parkland and Open Space Plan consists of a combination of public and private parkland and open spaces. The centerpiece of the public parkland component will be a 1.5 acre park lot dedicated to the City of Dripping Springs. The park space will be centered between the planned civic and retail buildings on the western edge of the project. This park space, currently referred to as the “The Grove,” will be the center point of the civic/retail site. The park will provide a destination gathering space for City residents, which includes an open lawn with ability to host market days, outdoor music events, and provide passive recreation with meandering sidewalks and seating areas under shade trees.

A second one (1) acre dedicated public park will be located centrally on the Village Grove Tract between the townhome and 50 foot detached residential neighborhood. This park will provide for passive and active recreation with trails, play area, pet waste stations and a playground with integrated shade.

Public dedicated open spaces will also be located within the eastern preserved areas of the Village Grove Tract. These open spaces will not be disturbed with construction of the project and will be left in pristine condition for hikers to enjoy the native wildlife and vegetation through these trail system corridors.

5.77 acres of private parkland is being credited toward the required parkland dedication with the construction of extensive trail systems linking the townhome residential neighborhoods to the rest of the community. The townhome front porches will face onto the private parkland corridors shown in the Parkland Exhibit, with the garages facing onto the alleys behind them. This design layout, with the front doors opening into shared manicured park space, creates ongoing opportunities for passive recreation, neighborhood events and pedestrian connections that extend beyond the townhome residences.



Parkland Calculations

Following is a summary of parkland requirements and the parkland provided within Village Grove project. The calculations are intended to support the Parkland and Open Space Exhibit.

I. Parkland Required by City of Dripping Springs' Code of Ordinances

1. Required

- a. One (1) acre of parkland per 23 living unit equivalents (DU's), satisfied by land dedication. Based on the maximum 531 residential units within the MUD No.1, a maximum of 23.09 acres of parkland credit shall be required.
- b. A Park Development Fee is required to be paid by the developer to meet the need for the active recreation parks. The fee is calculated by multiplying the number of dwelling units by \$648. The total required Parkland Development Fee for this project will be \$344,088, as shown on the submitted Parkland Exhibit.

II. Proposed Parkland Compliance Program

1. Public Parks

A total of 27.33 Acres is being dedicated to the City as public parkland credit. Within this public park land, there will be public and private parkland, open spaces and amenity ponds with passive and active recreation.

A list of the public improvements constructed and maintained by the private HOA in these areas include:

- o Public trails with connections to offsite trails where applicable
- o Seating areas with shade
- o Open lawn for passive recreation
- o A children's playground (school ages 5-12): ADA access children's playscape with twelve-inch (12") depth engineered mulch playground surfacing
- o Picnic areas
- o Irrigated and enhanced landscaping

2. Private Parkland

Private parkland will be distributed within the townhouse residential green spaces. The planned park corridors will serve to connect the residents of the townhome community into the civic/retail and public parks while also offering space for social interaction and passive recreation.

3. Open Spaces

Open spaces will be provided throughout the community. A total of 16.12 acres will be public open space with public trail connections through the corridors to serve as pedestrian linkages for the future developments south of Highway 290 to access the Mercer District, the Sports Plex and future retail planned within Village Grove.



III. Parkland Calculation Summary

Parkland Dedication Requirements: Based on parkland calculations required by the City of Dripping Springs Code, Village Grove is required to provide 23.09 acres of total parkland.

Proposed Parkland Credit: As shown in the Parkland Open Space Plan, a total of 27.33 acres of public and private parkland credit shall be provided in association with the development.

Total Residential Units:	531 units		
Parkland Requirement:	23.09 acres	(1 AC / 23 DUs)	
Parkland Credit Summary	Total Area	Credit	Dedication
Public Park	2.60 acres	100% Credit	2.60 acres
Public Open Space	16.12 acres	100% Credit	16.12 acres
Amenity Pond	2.84 acres	100% Credit	2.84 acres
<hr/>			
Private Parkland Credit	21.56 acres		21.56 acres
Private Parkland	7.08 acres	100% Credit	5.77 acres
Private Open Space	1.23 acres	0% Credit	0 acres
Non-Amenity Pond	0.49 acres	0% Credit	0 acres
<hr/>			
Public Parkland Credit	9.53 acres		5.77 acres
Total Private and Public Parkland Credit			27.33 acres
Required Parkland Dedication			23.09 acres
Delta:			4.24 acres

IV. Maintenance

The Parkland and Open Space Plan for Village Grove includes public parks, detention ponds and private and public open spaces. All parkland and open space areas will be maintained by the community’s Homeowner Association (H.O.A.). The public open space areas will also be maintained by the H.O.A. through an access easement overlay (to be coordinated with the City). The H.O.A. will be established prior to selling homes and will be funded through a community fee. This fee will be used to maintain parks, open space trails, entry feature monuments and public areas within H.O.A. access easements.

V. Phasing

Village Grove will be a phased residential community. Following is a summary of anticipated dedication (as applicable) and construction of parkland:

- The first phase of construction will include the primary road network. These include the connection from Highway 290 to Rob Shelton Blvd. The roadside trails and landscape buffers will be constructed during this time.
- The one (1) acre public park will be constructed during the construction of the surrounding residential neighborhoods.
- “The Grove” public park shall be constructed in conjunction with the surrounding civic and retail project construction.

AGREEMENT CONCERNING CREATION AND OPERATION OF DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1

This **AGREEMENT CONCERNING CREATION AND OPERATION OF DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1** (this “Agreement”) is by the **City of Dripping Springs, Texas**, a Type A general law municipality located in Hays County, Texas (the “City”); and **Robert Mokhtarian, Individually, Robert Mokhtarian, Trustee for Edward Mokhtarian, and Robert Mokhtarian, Trustee for Edmund Mokhtarian** (collectively, “Mokhtarian”); **740 Sports Park, LLC**, a Texas limited liability company (“740 SP”); and **Clinton Cunningham and Dawn Cunningham** (“Cunningham”, and collectively with Mokhtarian and 740 SP, the “Owners”). Subsequent to its creation, **Dripping Springs Municipal Utility District No. 1**, a proposed municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code as contemplated by this Agreement (the “District”), will become a party to this Agreement. The City, the Owners, and the District are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the Owners own the approximately 112 acres of land more particularly described by metes and bounds on the attached **Exhibits A1, A2 and A3** (the “Land”); and

WHEREAS, the Land is currently located entirely within the extraterritorial jurisdiction of the City but is anticipated to be annexed into the corporate boundaries of the City prior to the creation of the District; and

WHEREAS, the Land is and its boundaries are depicted on the concept plan attached as **Exhibit B** (the “Concept Plan”); and

WHEREAS, Mokhtarian owns the portion of the Land described and/or depicted on **Exhibit A-1**, 740 SP owns the portion of the Land described and/or depicted on **Exhibit A-2**, and Cunningham owns the portion of the Land described and/or depicted on **Exhibit A-3**; and

WHEREAS, the Owners intend that the Land will be developed in phases as a master-planned, mixed-use community (the “Project”); and

WHEREAS, the Owners and the City desire to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the City and the Land; and

WHEREAS, the Owners have proposed to create the District over the Land pursuant to an application to be filed with and processed through the TCEQ (as defined

in ARTICLE I below) and have presented the City with a petition requesting the City’s consent to the creation of the District; and

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, financing, and conveying to the applicable governmental authority or utility provider the District Improvements (as defined in ARTICLE I below) to serve the area within its boundaries; and

WHEREAS, construction of the District Improvements will occur in phases (as determined by the District and the Developer(s) (as defined herein)) in accordance with this Agreement; the applicable ordinances of the City; Chapters 49 and 54, Texas Water Code, as amended; the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the “Applicable Regulations”); and

WHEREAS, the City and the Owners intend that the Reimbursable Costs (as defined in ARTICLE I below) of the District Improvements will be paid from the net proceeds of bonds issued by the District (or surplus funds of the District) in accordance with this Agreement, the applicable rules and regulations of the TCEQ, as amended, and the applicable requirements of the Texas Attorney General’s Office, as amended; and

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 49 and 54 of the Texas Water Code, as amended; Chapter 791 of the Texas Government Code, as amended; and Section 552.014, Texas Local Government Code, as amended; and

WHEREAS, the City is a Type A general law municipality operating under the laws of the State of Texas pursuant to which the City has the authority to enter into and perform its obligations under this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

**ARTICLE I.
DEFINITIONS**

Section 1.01 Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms and phrases used in this Agreement will have the meanings set out below:

Applicable Rules means the City’s rules, ordinances, and regulations in effect as of the Effective Date of this Agreement, as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any approvals, variances, waivers, and exceptions to such rules that are approved by the City; and (iii) any additional restrictions or regulations agreed to by the Developer in writing.

Bonds means bonds, notes, or other obligations or indebtedness issued or incurred by the District under the District's borrowing power.

City Administrator means the City Administrator of the City.

Commission or TCEQ means the Texas Commission on Environmental Quality or its successor agency.

County means Hays County, Texas.

Developer means any Owner, or any successor or permitted assign of an Owner, that notifies the City of its intent to develop all or any portion of the Land under Section 6.04 below.

District Improvements means the water, wastewater, and drainage utilities (including capacity or contract rights to capacity therein), Road Projects, and other public improvements, as authorized by applicable law, and whether on-site or off-site, to serve the area within the District boundaries.

Effective Date of this Agreement means the [REDACTED] day of [REDACTED], 2021.

Reimbursable Costs means all costs of the District Improvements (including land and easements costs) that are eligible for reimbursement from the net proceeds of Bonds issued by the District in accordance with this Agreement and, as applicable, the rules and regulations of the TCEQ, as amended.

Road Projects means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution, as amended, and Chapters 49 and 54 of the Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature.

ARTICLE II. CREATION OF THE DISTRICT AND RELATED MATTERS

Section 2.01 **Consent to Creation of District.** The City acknowledges receipt of the Owners' request, in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, for creation of the District over the Land. On the Effective Date of this Agreement, the City has approved the resolution attached as **Exhibit C** consenting to the inclusion of the Land within the District (the "**Consent Resolution**"). The City agrees that the Consent Resolution will constitute and evidence the City's consent to the creation of the District within the City's corporate limits in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, and that no further consent will be required on the part of the City to evidence the City's consent to the creation of the District.

Section 2.02 District Execution of Agreement.

(a) The Owners shall cause the District to approve, execute, and deliver to the City this Agreement within 30 days after the date that the District’s Board of Directors holds its organizational meeting. If the District fails to do so within such 30-day period, then (after notice and opportunity to cure) the City may terminate this Agreement and may repeal the Consent Resolution.

(b) If the District fails to approve, execute, and deliver to the City this Agreement as required by subsection (a) above, and if the City does not terminate this Agreement under subsection (a), such failure shall operate to prohibit the District from taking any actions to issue Bonds until the failure has been cured. The City shall have the right to enjoin the issuance of Bonds during any period in which such a material breach exists.

(c) If the District fails to approve, execute, and deliver to the City this Agreement as required by subsection (a) above, and if the City has not terminated this Agreement under subsection (a), such failure shall operate to prohibit the Owners or any Developer from entering into any reimbursement agreements with the District until the failure has been cured. The City shall have the right to enjoin the execution of such reimbursement agreements during any period in which such a material breach exists.

Section 2.03 Intent of Parties Related to Allocation Agreement.

Under Section 54.016(f) of the Texas Water Code, the City, as a City providing written consent for inclusion of land in a district, may provide for a contract designated as an “allocation agreement”, to be entered into between the City and the District. The Parties acknowledge that the provision for an “allocation agreement” under Section 54.016(f) of the Texas Water Code is at the City’s discretion. The City confirms that it is intentionally not providing for an allocation agreement. The Parties agree that this Agreement does not constitute and will not be deemed to constitute an allocation agreement within the meaning of Section 54.016(f) of the Texas Water Code because the District will be located in the corporate limits of the City upon creation.

Section 2.04 Dissolution. The City may dissolve the District at any time after the District has issued Bonds to finance all Reimbursable Costs paid or incurred to construct the District Improvements that are required to serve full development of the Land. Upon dissolution of the District, the City will assume the indebtedness and legal obligations of the District to the extent required by law.

**ARTICLE III.
AUTHORITY OF THE DISTRICT TO ISSUE BONDS**

Section 3.01 Authority to Issue Bonds. The District may issue Bonds and reimburse any Developer for all purposes and expenditures authorized by applicable law, including:

(a) The purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment,

and appliances (including capacity or contract rights to capacity in any of the foregoing) necessary to:

(1) Provide a water supply for municipal uses, domestic uses, and commercial purposes;

(2) Collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state (other than solid waste, as defined in the Applicable Rules);

(3) Gather, conduct, divert, and control local storm water or other local harmful excesses of water;

(4) Design, acquire, construct, and finance Road Projects; and

(5) Develop and maintain park and recreational facilities, to the extent permitted by applicable law; and

(b) Refunding any outstanding Bonds, provided such refunding Bonds satisfy the terms and conditions of this Agreement;

(c) Paying organizational, administrative, and operating costs during creation and construction periods and interest thereon, subject to the applicable limitations of Section 49.155 of the Texas Water Code; and

(d) Paying other expenses authorized by Section 49.155 of the Texas Water Code.

Section 3.02 City Submittals; Objections.

(a) The District agrees to give written notice to the City of its intention to issue Bonds as follows:

(1) If the District intends to issue Bonds that require TCEQ approval, the District will provide notice of same to the City Administrator and City Attorney concurrently with the District's submittal of each application to the TCEQ for approval of issuance of Bonds.

(2) If the District intends to issue Bonds that do not require TCEQ approval (*e.g.*, Bonds for Road Projects or refunding Bonds), the District will provide notice of same to the City Administrator and City Attorney at least 30 days prior to pricing of the Bonds.

(b) The City may object to a Bond application or to the issuance of a series of Bonds for the reason that a Developer or the District is in default of any provision of this Agreement, including the terms and conditions in Section 3.03. If the City objects to a Bond application or issuance due to such a default (a "City Objection"), the City shall have a period of 30 days after receiving the notice required by Sections 3.02(a)(1) or 3.02(a)(2), as applicable, within which to notify the District of the City Objection. If the

City timely objects to a Bond application or issuance due to such a default, the Bond application and issuance will be delayed until such time as the default is cured. If the City fails to object to a Bond application or issuance within such periods specified herein, the City shall be deemed to have waived all objections. If the City objects to a Bond application or issuance, such City Objection must: (i) be in writing; (ii) be given to the District; (iii) be signed by the City Administrator or the City Administrator's designee; and (iv) specifically identify the applicable provision of this Agreement as to which the District or the Developer is in default. If a City Objection is timely given to the District with respect to a specific Bond application or issuance of Bonds, the City and the District will cooperate to resolve the City Objection within a reasonable time, and the Bond application or issuance of Bonds to which the City Objection applies will be delayed until the City Objection has been cured or waived by written agreement.

(c) Within 30 days after the closing date of a series of Bonds, the District shall deliver to the City Administrator a copy of the final official statement for such series of Bonds and a copy of any report on reimbursable costs required by the rules of the TCEQ.

Section 3.03 Terms and Conditions of Bonds. Bonds, including refunding Bonds, issued by the District shall, unless otherwise agreed to by the City, comply with the following requirements:

(a) No individual series of Bonds will be issued with a term which exceeds 25 years from the closing date of such series of Bonds;

(b) The Bonds (other than refunding Bonds and Bonds sold to a federal or state agency) shall only be sold after the taking of public bids therefor (unless current law changes to permit otherwise), and no Bonds shall be sold for less than 97% of par, provided that the net effective interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such Bonds, shall not exceed 2% above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the 30-day period next preceding the date notice of the sale of the Bonds is given (or, if the Daily Bond Buyer ceases to exist, a comparable publication reporting average bond interest rates);

(c) The District shall reserve the right to redeem its Bonds not later than the tenth anniversary of the closing date of such Bonds, without premium;

(d) No variable rate Bonds shall be issued by the District;

(e) Any refunding Bonds must provide for a minimum of 3% present value savings and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds; and

(f) Capitalized interest shall not exceed three years interest.

Section 3.04 Other Funds. The District may obtain and use funds and assets from any available, lawful source to provide for the acquisition, ownership, maintenance, and operation of the District Improvements or its other facilities, as well as

to accomplish any purpose or to exercise any function, act, power, or right authorized by law. Such funds and assets may include revenues from any of the systems, facilities, properties, and assets of the District not otherwise committed for the payment of indebtedness of the District; maintenance taxes; loans, gifts, grants, and donations from public or private sources and revenues from any other source lawfully available to the District.

**ARTICLE IV.
WATER AND WASTEWATER SERVICE; OTHER UTILITIES**

Section 4.01 **Retail Water Service.** The Land is located within the certificated water service area (“CCN”) of Dripping Springs Water Supply Corporation (“DSWSC”) and will receive retail water service from DSWSC or the successor holder of the DSWSC CCN pursuant to a separate agreement with DSWSC.

Section 4.02 **Retail Wastewater Service.** Retail wastewater collection and treatment services will be provided by the City, the specific terms of which will be governed by separate agreement. The wastewater collection systems within the District shall be owned by the City. The City agrees and commits to provide wastewater service sufficient for the full build-out of the District at flow rates sufficient to meet the minimum requirements of all Applicable Regulations, and agrees to provide written confirmation of the availability of service upon the District’s request if required in connection with any District Bond sale.

Section 4.03 **Other Utilities.** The City will provide solid waste and recycling services within the District for the same rates, in the same manner, on the same terms and conditions, and subject to the same regulations and ordinances, as amended, that the City provides solid waste and recycling services to other customers inside its corporate limits. The District will have no liability for charges for such services except for charges for services provided to the District, if any. The Developer will have the right to select the providers of cable television, gas, telephone, telecommunications, and all other utilities and services, or to provide “bundled” utilities within the Land.

**ARTICLE V.
DESIGN, FINANCING, CONSTRUCTION, CONVEYANCE, OWNERSHIP,
OPERATION, AND MAINTENANCE OF DISTRICT IMPROVEMENTS**

Section 5.01 **Design, Financing, and Construction.** Unless otherwise specifically provided in this Agreement, the Developer will design, finance, construct, and convey to the City (or, in the case of water improvements, convey to DSWSC) on behalf of the District all District Improvements at no cost to the City. Construction of all District Improvements will be bid in accordance with the requirements applicable to the District under the rules of the TCEQ and Chapters 49 and 54 of the Texas Water Code. All District Improvements will be designed and constructed in accordance with the Applicable Rules and the regulations of any other governmental entities with jurisdiction and pursuant to plans and specifications approved by the City. Neither the Developer nor the District will be required to pay for or construct any improvements to the City’s existing utility systems or other off-site improvements required to serve the Land, except as provided for herein

with respect to the District Improvements or by separate agreement. Further, unless the Developer’s service requirements for the Land change or the Parties otherwise agree in writing, the City will not require that any Developer or the District oversize, finance, or construct any utility or road improvements to serve property other than the Land.

Section 5.02 Conveyance, Ownership, Operation, and Maintenance. Upon completion of construction of each phase of the District Improvements, subject to the Developer’s right, if any, to reimbursement from the District for the cost of those District Improvements in accordance with applicable law: (a) the Developer will promptly convey the water utility components of the District Improvements to DSWSC for operation and maintenance in accordance with the rules and regulations of DSWSC; (b) the City will accept the remainder of the District Improvements (the “City Operated District Improvements”) for operation and maintenance in accordance with the Applicable Rules; and (c) the Developer will promptly convey the City Operated District Improvements to the City, subject to (i) the City’s obligation to provide service to the District as provided in this Agreement, and (ii) a reservation of all capacity in the City Operated District Improvements for the benefit of the District. The Developer will also assign to the City all easements, contract rights, warranties, guarantees, assurances of performance, and bonds related to the City Operated District Improvements that are conveyed to the City. The City agrees that its acceptance of the City Operated District Improvements and the related assignments will not be unreasonably withheld, conditioned, or delayed. Upon any such conveyance and acceptance, the City agrees to operate and maintain such City Operated District Improvements in good condition and working order and to provide service to the District in accordance with this Agreement. Conveyance will not affect the Developer’s right to reimbursement from the District for the cost of any District Improvements. Nothing herein will prevent the City from using City Operated District Improvements to serve customers outside of the District provided that there is sufficient capacity reserved to serve the residents and property owners within the District as and when required by development within the Land.

**ARTICLE VI.
DEVELOPMENT MATTERS**

Section 6.01 Development Matters.

(a) The City hereby confirms its approval of up to 531 residential units together with governmental, retail, and office uses within the Land. The Developer shall apply for zoning related to this approval. The Project shall comply with all Applicable Rules unless otherwise modified by this Agreement or future approvals.

Section 6.02 Land Uses, Density, and Open Space.

(a) The Land uses will be limited to townhomes, residential lots, and retail, office, governmental/utility/institutional, and park uses as reflected on the Concept Plan and comply with the Applicable Rules related to the approved zoning classification for the Land. The residential units will be townhomes or detached residential lots as defined by the Applicable Rules and the approved zoning classification for the Land.

(1) Residential units shall consist of 100% masonry on all front facing and street (excluding alley) facing elevations. Native stone and/or brick masonry, doors and windows shall comprise a minimum of 70% of these elevations. Stucco elements shall be deemed an appropriate architectural feature to satisfy the remaining 30% front and street facing elevation requirements. Side and rear elevations may be horizontally installed cement based or wood based siding.

(2) The Land may include multiple phases for platting purposes.

(b) The overall density of the development of the Land will be a maximum of 4.7 dwelling units per acre, composed of 351 single family townhome units and 180 single family lots, as shown on the Concept Plan.

(1) Each of the townhome rows will be restricted to no more than six attached units per building/slab.

(2) The single family lots shall have a minimum lot area of 6,000 square feet with the width at the street frontage of 50 feet.

(3) The retail/GUI areas will be limited to no more than a total of 6.4 acres, which may be altered upon receipt of written administrative approval from the City Administrator.

(c) The areas designated on the Concept Plan as Open Space are composed of detention/water quality areas, stream setbacks, slopes and landscape buffers containing 23.9 acres, all as shown on the Concept Plan. In addition, the Project will have pocket parks, trails, and a potential town green dedicated to the City. This Open Space with the listed amenities shall fulfill and satisfy all parkland dedication requirements of the Land to the City, including, but not limited to, the requirements of Article 28.03 (Parkland Dedication) and Sections 19.1 and 19.4 (Subdivisions) of the Applicable Rules. However, the Park Development Fees in Section 28.03.010 of the Applicable Rules shall be paid at time of Final Plat. The Developer shall submit a Master Parks and Open Space Plan that complies with this Agreement at time of Final Platting.

(d) The Project shall comply with the adopted City-wide Trail Plan in effect as of the Effective Date of this Agreement.

Section 6.03 Easement Dedications. In consideration for the City's consent to the creation of the District, the Owners (as to their respective tracts) agree to dedicate and convey to the City, at no cost to the City, the collector road and wastewater easements depicted on **Exhibit D**. The Owners reserve the right to seek reimbursement for such dedications from the District in accordance with this Agreement and applicable law.

Section 6.04 Phased Development. Because it is anticipated that the Land will be developed in phases, portions of the Land not under active development may remain in use as agricultural lands or as open space land.

Section 6.05 **“Developer” Status.** If and as an Owner, or any successor or permitted assignee of an Owner, initiates development of all or any portion of the Land, such Owner, or the applicable successor or permitted assignee of the Owner, will notify the City in writing of such election (which notice must also describe the portion of the Land to be developed), at which time the Owner, or the applicable successor or permitted assignee of the Owner, will become (and will be deemed to have assumed the obligations of) a “Developer” under this Agreement as to the portion of the Land described in the notice.

Section 6.06 **Uniform and Continued Development; Vesting.** The Parties intend that this Agreement authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration. Accordingly, the Land will be developed and the infrastructure required for the Land will be designed and constructed in accordance with the Applicable Rules, the Concept Plan, and this Agreement. Subject to the terms and conditions of this Agreement, the City confirms and agrees that the Owners and any Developer hereunder have vested authority to develop the Land in accordance with the Applicable Rules. Ordinances, rules, or regulations, or changes or modifications to the City’s ordinances, rules, and regulations, adopted after the Effective Date of this Agreement will only be applicable to the extent permitted by Chapter 245 of the Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control. The City further agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Land; or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats or other necessary approvals, within the Land. The preceding sentence does not apply to temporary moratoriums uniformly imposed throughout the City due to an emergency constituting imminent threat to the public health or safety, however, any such a moratorium may continue only during the duration of the emergency.

Section 6.07 **Term of Approvals.** The Concept Plan, and any preliminary subdivision plat or final subdivision plat that is consistent with the Concept Plan, the Applicable Rules, and State law, will be effective for the term of this Agreement.

Section 6.08 **Director Lots.** The conveyance, from time to time, by metes and bounds or otherwise of any portion of the Land to any person for the purpose of qualifying such person to be a member of the Board of Directors of the District will not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City.

Section 6.09 **Manufactured Home for District Elections.** One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District’s confirmation, director, maintenance tax, and bond elections. The manufactured home permitted by this Agreement will comply with all City regulations and will be removed within sixty (60) days from the date of last election needed for the purposes of this Agreement.

Section 6.10 **Impact Fees.** Any impact fees payable to the City with respect to the Land will be paid by or on behalf of the Developer to the City in accordance with the Applicable Rules; and, in consideration of the payment of impact fees to the City, the Developer will acquire, on behalf of the District, the guaranteed right to receive service from the City’s systems, as applicable, for the living unit equivalents of service for which impact fees have been paid. Any impact fees payable to DSWSC with respect to the Land will be paid by or on behalf of the Developer to DSWSC in accordance with DSWSC’s rules.

Section 6.11 **Building Code.** All buildings shall be constructed in accordance with the building or construction codes in the Applicable Rules. Fees for all building permits or building inspections by the City or the City’s designee under this section shall be paid by builders. Building permit and building inspection fees are not included among the fees specifically listed in this Agreement. The City will provide inspections in a prompt and timely manner.

Section 6.12 **Lighting.** All illumination for street lighting, signage, security, exterior, landscaping, and decorative facilities for the Project shall comply with Article 24.06 of the Applicable Rules.

Section 6.13 **Tree Preservation.** Article 28.06, Landscaping and Tree Preservation, of the Applicable Rules shall apply to the Land.

**ARTICLE VII.
MISCELLANEOUS PROVISIONS**

Section 7.01 **Authority.** This Agreement is entered into, in part, under the statutory authority of Section 552.014, Texas Local Government Code, which authorizes the City to enter into a written contract with a water district created under Article XVI, Section 59 of the Texas Constitution under which the district will acquire for the benefit of and convey to the City one or more projects. The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with applicable law and City ordinances. Each Owner hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of such Owner.

Section 7.02 **Term.** The term of this Agreement shall commence on the Effective Date and (unless terminated pursuant to the terms hereof) shall continue until the District is dissolved in accordance with Section 2.04 above.

Section 7.03 **Termination and Amendment by Agreement.** This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the City, the Owners, and, following creation of the District, the District; may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the City, the Owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District; and, after full-build out of the Land, may be terminated or amended at any time by the mutual written consent of the City and the District.

Section 7.04 Remedies.

(a) If the City defaults under this Agreement, the Owners or the District may give notice setting forth the event of default (“Notice”) to the City. If the City fails to cure any default that can be cured by the payment of money (“Monetary Default”) within 45 days from the date the City receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Owners or the District may enforce this Agreement by a writ of mandamus from a Hays County District Court or terminate this Agreement; however, any such remedy will not revoke the City’s consent to the creation of the District.

(b) If an Owner defaults under this Agreement, the City or the District may give Notice to the Owner. If the Owner fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City or the District may enforce this Agreement by injunctive relief from a Hays County District Court or terminate this Agreement as to the portion of the Land owned by such Owner; however, except as permitted by Section 2.02(a), any such remedy will not revoke the City’s consent to the creation of the District.

(c) If the District defaults under this Agreement, the City or the Owners may give Notice to the District. If the District fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City or the Owners may enforce this Agreement by a writ of mandamus from a Hays County District Court or terminate this Agreement; however, any such remedy will not revoke the City’s consent to the creation of the District.

(d) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney’s fees, expenses, and court costs from the non-prevailing Party.

Section 7.05 Assignment.

(a) This Agreement, and the rights of the Owners hereunder, may be assigned by the Owners, with the City’s consent, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the City. The City’s consent to any proposed assignment will not be unreasonably withheld or delayed. The City hereby expressly consents to and approves the assignment of this Agreement to Dripping Springs Partners, Limited Liability Company and agrees that no further consent to such an assignment will be necessary; however, a copy of such assignment must be delivered to the City.

(b) If an Owner assigns its rights and obligations hereunder as to a portion of the Land, then the rights and obligations of any assignee and the Owner will be severable, and the Owner will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one Owner or Developer, the City may pursue all remedies against that nonperforming Owner or Developer, but will not impede development activities of any performing Owner(s) or Developer(s) as a result of that nonperformance.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land.

Section 7.06 Cooperation.

(a) The Parties each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

(b) The City agrees to cooperate with the Developer(s) in connection with any waivers or approvals that the Developer(s) may desire from Hays County in order to avoid the duplication of facilities or services in connection with the development of the Land.

(c) In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the Parties agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

(d) Whenever the term “approve” or “approval” is used in this Agreement, the party whose approval is required will not unreasonably withhold or delay it. Where approval is necessary, the party seeking approval may request approval in writing. If the party whose approval is requested fails to either approve the submittal or provide written comments specifically identifying the required changes within 60 working days, the submittal, as submitted by the requesting party, will be deemed to have been approved by the party whose approval is requested.

Section 7.07 Notice. Any notice given under this Agreement must be in writing and may be given: (a) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (b) by depositing it with Federal Express or another service guaranteeing “next day delivery”, addressed to the Party to be notified and with all charges prepaid; or (c) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

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

With Required Copy to: City Attorney
P.O. Box 384
Dripping Springs, Texas 78620

OWNERS: Robert Mokhtarian, Individually and as
Trustee for Edward Mokhtarian and
Edmund Mokhtarian
c/o Gregg Bell
100 Congress Avenue, Suite 200
Austin, Texas 78701

740 Sports Park, LLC
Attn: David Denbow
2780 West Hwy 290, Bldg. A
Dripping Springs, Texas 78620

Clinton and Dawn Cunningham
840 Sports Park Road
Dripping Springs, Texas 78620

DISTRICT: John W. Bartram
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party. The Owners may, by giving at least five days' written notice to the City, designate additional Parties to receive copies of notices under this Agreement.

Section 7.08 **Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Section 7.09 **Waiver.** Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 7.10 **Applicable Law and Venue.** The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Hays County, Texas.

Section 7.11 **Entire Agreement.** This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 7.12 **Exhibits, Headings, Construction, and Counterparts.** All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective (as of the Effective Date of this Agreement) only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

Section 7.13 **Time.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 7.14 **Force Majeure.** If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term “*force majeure*” means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

Section 7.15 Interpretation. As used in this Agreement, the term “including” means “including without limitation” and the term “days” means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

Section 7.16 No Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the City, the District, nor the Owners intend by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the City, the District, and the Owners (and any permitted assignee of the Owners).

Section 7.17 Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- Exhibits A-1, A-2 and A-3** - Legal Description of the Land
- Exhibit A-1** - Mokhtarian Land
- Exhibit A-2** - 740 SP Land
- Exhibit A-3** - Cunningham Land
- Exhibit B** - Concept Plan
- Exhibit C** - City Consent Resolution
- Exhibit D** - Easement Dedications

* * *

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below to be effective as of the Effective Date of this Agreement.

(Signatures on the following pages.)

**COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT**

CITY:

CITY OF DRIPPING SPRINGS

By: _____
Bill Foulds, Jr., Mayor

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on _____, 2021, by Bill Foulds, Jr., Mayor of the City of Dripping Springs, a Texas Type A general law municipality on behalf of said municipality.

Notary Public Signature

(Seal)

**COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT**

OWNERS (continued):

740 SPORTS PARK, LLC, a Texas limited liability company

By: _____
David Denbow, President

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by David Denbow, President of 740 Sports Park, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public Signature

**COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT**

DISTRICT:

**DRIPPING SPRINGS MUNICIPAL
UTILITY DISTRICT NO. 1**

By: _____
_____, President
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on _____, 202__, by
_____, President of the Board of Directors of Dripping Springs Municipal Utility
District No. 1, a political subdivision of the State of Texas, on behalf of said District.

(SEAL)

Notary Public Signature

Description of the Land

EXHIBIT A-1

Legal Description of Mokhtarian Land (Two Tracts)

Mokhtarian Tract 1:

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE C.H. MALOTT SURVEY AND THE BENJAMIN F. MIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at an iron pin found at the Northeast corner of that certain 40.00 acre tract of land conveyed to Dripping Springs Independent School District by Deed Recorded in Volume 646, Page 731 of the Hays County, Texas Deed Records, said point being situated at the most Northerly Northwest corner of said 85.2757 acre tract.

THENCE, along the fenced North boundary line of said 85.2757 acre tract, same being the South boundary line of that certain tract of land conveyed to Robert F. Shelton by deed recorded in Volume 143, Page 16 of the Hays County, Texas Deed Records, the following three (3) courses:

1. S 89°27'58" E for 465.05 feet to an iron pin found.
2. S 89°29'16" E for 2496.82 feet to a 60#D nail found.
3. N 79°12'52" E for 480.33 feet to an iron pin found on the West boundary line of that certain 423.54 acre tract of land conveyed to B.T. Cowden by deed recorded in Volume 827, Page 81 of the Hays County, Texas Deed Records, same being the Northeast corner of the herein described tract.

THENCE, along the fenced West boundary line of said 423.54 acre tract, S 0° 20'06" W for 1362.07 feet to an iron pin found at the Northeast corner of that certain 82.02 acre tract of land conveyed to Lidia Crabb, Trustee, by deed recorded in Volume 367, Page 294 of the Hays County, Texas Deed Records, same being the Southeast corner of the herein described tract.

THENCE, along the fenced North boundary line of said 82.02 acre tract, N 89°45'13" W for 1821.90 feet to an iron pin found at the Southeast corner of that certain 10.00 acre tract of land conveyed to Gary and Fioela Doucet by deed recorded in Volume 795, Page 782 of the Hays County, Texas Deed Records.

THENCE, along the East boundary line of said 10.00 acre tract, N 2°49'06" E for 691.47 feet to an iron pin found on the South boundary line of a proposed sixty (60) foot wide street.

THENCE, along the South boundary line of said proposed sixty foot wide street the following five (5) courses:

1. N 87°10'54" W for 238.19 feet to an iron pin found.
2. An arc distance of 182.90 feet along a curve to the left whose elements are: I = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.
3. S 77°36'53" W for 1026.64 feet to an iron pin found.
4. An arc distance of 120.16 feet along a curve to the right whose total elements are: I = 12°02'49", R = 1007.77', T = 106.33', and whose subchord bears S 81°01'50" W for 120.09 feet to an iron pin found.
5. An arc distance of 91.72 feet along a curve to the right whose elements are: I = 5°12'53", R = 1007.77', T = 45.89' and whose chord bears S 87°03'15" W for 91.69 feet to an iron pin found.

THENCE, along the East boundary line of said 40.00 acre Dripping Springs Independent School District Tract; N 0°20'18" W for 847.82 feet to the POINT OF BEGINNING of the herein described tract containing 79.0723 acres of land.

Mokhtarian Tract 2:

FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 60-FEET (60') IN WIDTH, TOTALING 1.18 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 26, A-416, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 86.2767 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 788, PAGE 806, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHCT), LESS THAT CALLED 79.0723 ACRE TRACT SEVERED FROM SAID 86.2767 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 848, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.18 ACRE STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Feet, Reference Frame: NAD_83(2011)(Epoch:2010,0000); Combined Scale Factor: 0.99992022; Mapping Angle: 0° 27' 07". Distances cited herein are surface.

COMMENCING for reference at iron rod with cap stamped "KC ENG" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRHCT), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1462, Page 671, OPRHCT, same being the southwest corner of that called 17.0518 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 797, Page 709, RPRHCT;

THENCE N 02° 13' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

- 1) N 02° 13' 09" W, with the west line of said 17.0518 acre tract, 408.64 feet to a 1/2-inch iron rod found for the northwest corner of said 17.0518 acre tract, same being the westerly southwest corner of said 86.2767 acre tract, and POINT OF BEGINNING herein;
- 2) N 02° 13' 09" W, 60.00 feet to a 1/2-inch iron rod found for a southeast reentrant corner of said 40.00 acre tract, and a most westerly northwest salient corner of said 86.2767 acre tract and herein, and
- 3) N 87° 46' 51" E, 859.70 feet to a 1/2-inch iron rod found on the west line of said 79.0723 acre tract, and being the northeast corner herein; and from which point, a 1/2-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 79.0723 acre tract bears N 02° 13' 09" W, 786.07 feet;

THENCE S 02° 13' 09" E, crossing said 86.2767 acre tract with said west line of 79.0723 acre tract, 60.00 feet to a 1/2-inch iron rod found on the south line of said 86.2767 acre tract, same being the north line of said 17.0518 acre tract, for a southwest corner of said 79.0723 acre tract and southeast corner herein;

THENCE S 87° 46' 51" W, with the south line of said remainder tract, and north line of said 17.0518 acre tract, 859.70 feet to the POINT OF BEGINNING containing 1.18 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Boundary Survey 17077-01.dwg

Surveyed by: Staudt Surveying, Inc.
P.O. Box 1276
18748 Fitzhugh Road, Ste. 102
Dripping Springs, Texas 78620
512-868-2736
Firm Registration No.: 10091700



Bryan D. Newsope
Bryan D. Newsope Registered Professional Land Surveyor No. 5857 Date 18 November 2017

EXHIBIT A-2

Legal Description of 740 SP Land (Three Tracts)

740 SP Land Tract 1:

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHCT.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 859.59 feet to a ½ inch iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R.H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 79.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N81°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N75°43'32"E, for a distance of 441.05 feet to a ½ inch iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.T.H.C.T.;

THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 560.13 feet to a ½ inch iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00-acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch iron rod with cap stamped "AST" set;
3. S88°48'03"W, , at a distance of 150.23 pass a ½ inch iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the **POINT OF BEGINNING** and containing 17.038 acres of land, more or less.

740 SP Land Tract 2:

Non-exclusive right of way and utility easement in common with other parties, as created and further described in that conveyance recorded in Volume 181, Page 171, Deed Record, Hays County, Texas.

740 SP Land Tract 3:

Non-exclusive ingress and-easement in common with other parties, as created and further described in that conveyance recorded in Document No. 18007850, Official Public Records, Hays County, Texas.

EXHIBIT A-3

Legal Description of Cunningham Land (Five Tracts)

Cunningham Tract 1:

Being 10.00 acres of land, more or less, in the P. A. SMITH SURVEY, ABSTRACT NO. 415, situated in Hays County, Texas, being that same tract conveyed in Volume 4258, Page 618, of the Official Public Records of Hays County, Texas and as more particularly described by metes and bounds as follows:

FIELD NOTES DESCRIBING A 10.00 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACK HOWELL BY DEED RECORDED IN VOLUME 753, PAGE 252 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most southerly southeast corner of that certain forty 40.00 acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide ingress and egress easement described in a deed of record in Volume 181, Page 171 of the Hays County Deed Records.

THENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.21 feet to a 60-D nail set in a fence corner post.

THENCE, continuing along the fenced north boundary line of said 90.01 acre tract, same being the south boundary line of said Jack Howell Tract, the following two (2) courses:

1. N 0°16'55" E for 70.42 feet to an iron pin found.
2. S 89°45'13" E for 741.35 feet to an iron pin set for the southwest corner of the herein described tract and being the POINT OF BEGINNING.

THENCE, through the interior of said Howell Tract, N 2°49'06" E for 636.99 feet to an iron pin set on the south boundary line of a proposed sixty (60) foot wide road, said point being situated at the northwest corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract along the south boundary line of said proposed road, the following three (3) courses:

1. N 77°36'53" E for 224.62 feet to an iron pin set.
2. An arc distance of 182.90 feet along a curve to the right whose elements are: I=15°12'13", R=689.28 feet, T=91.99 feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.
3. S 87°10'54" E for 238.19 feet to an iron pin set for the northeast corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract, S 2°49'06" W for 691.47 feet to an iron pin set on the fenced north boundary line of said 90.01 acre Wesson Tract and being situated at the southeast corner of the herein described tract.

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 89°45'13" W for 636.35 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

Cunningham Tract 2:

FIELD NOTES DESCRIBING A 5.000 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 102.3069 TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the southwest corner of the above described remaining tract, said point being the southeast corner of a 17.0518 acre tract of land conveyed to J. C. and Mara Cardwell by deed recorded in Volume 797, Page 709 of the Hays County Deed Records; said point also situated on the north boundary line of a 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records.

THENCE, along the west boundary line of the above described tract, N 6°12'10" E for 560.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17.0518 acre Cardwell Tract.

THENCE, through the interior of said Main Pass Partner Tract along the south boundary line of a proposed sixty (60) foot wide road N 77°36'53" E for 361.81 feet to an iron pin found at the northeast corner of the herein described tract, same being the northwest corner of a 10.00 acre tract of land conveyed to Gary and Fiola Dousett by deed recorded in Volume 795, Page 872 of the Hays County Deed Records.

THENCE, along the east boundary line of the herein described tract, S 2°49'06" W for 636.99 feet to an iron pin found at the southeast corner of the herein described tract, same being the southwest corner of the above described Dousett Tract, also being situated on the fenced north boundary line of the above described Virginia B. Wesson Tract.

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 382.61 feet to the POINT OF BEGINNING of the herein described tract containing 5.000 acres of land.

Cunningham Tract 3:

Tract 3: Easement estate as created and described in Easement Agreement dated March 16, 1960, recorded in Volume 181, Page 171, Deed Records of Hays County, Texas, and being more particularly described therein.

Cunningham Tract 4:

Tract 4: Easement estate as created and described in Ingress and Egress Easement dated February 24, 2018, recorded in Document No. 18007849, of the Deed Records of Hays County, Texas, and being more particularly described therein.

Cunningham Tract 5:

EXHIBIT B

TRACT 5: EASEMENT ESTATE AS CREATED AND DESCRIBED IN IN THAT CERTAIN DEED OF EASEMENT DATED JULY 31, 1993, RECORDED IN VOLUME 1010, PAGE 53, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED THEREIN. EXHIBIT B

Concept Plan



EXHIBIT D

City Consent Resolution

[attached]

EXHIBIT E

Easement Dedications

[attached]



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

Submitted By: Andrea Cunningham, City Secretary

Commission Meeting Date: October 4, 2021

Agenda Item Wording: **Discuss and consider approval of the 2022 Parks & Recreation Commission Meeting Calendar.**

Agenda Item Requestor: Andrea Cunningham, City Secretary

Summary/Background: The attached 2022 meeting calendar for the Parks & Recreation Commission was drafted using the approved 2022 CODS Holiday Calendar. Below is a list of meetings that were rescheduled due to holidays:

- July 4th rescheduled to July 18th
- September 5th rescheduled to September 19th

Recommended Commission Actions: Staff recommends the Commission approve the calendar as presented or reschedule the meetings that fall on holidays to dates other than those presented.

Attachments:

- Draft PRC 2022 Meeting Calendar

Next Steps/Schedule: Update meeting calendar with approved meeting dates – website and meeting invite.

2022 Parks & Recreation Commission Meetings

JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

City Hall Closures

Parks & Recreation Commission Meetings

- January 3
- February 7
- March 7
- April 4
- May 2
- June 6
- July 18
- August 1
- September 19
- October 3
- November 7
- December 5

MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JULY PARKS ACTIVITY

CHARRO RANCH PARK

Submitted by- Sue Harding, Lead Volunteer

Nothing to report.

DRIPPING SPRINGS RANCH PARK

Submitted by - Emily Nelson, DSRP Manager



Summer is burned through so fast! So many great things happened in July at the Ranch Park. We are so excited to have been selected as the location for Alexander Seshan to build his Chimney Swift Tower for his Eagle Scout project. He and his volunteers worked so hard to add such an amazing bird amenity to our park. It is perfectly placed by the pond so that our Bird Watchers can enjoy the show. Thank you, Alexander! Tween Scene continued to grow throughout July. The Ranch Park is the spot to be on Thursday nights for Dripping Springs tweens. We enjoy all the energy they bring! The Summer Sizzle 1 Dressage Show sold out and had quite a waitlist. We added tables in the event room for participants to cool down at between rides. The Ranch Park received a Certificate of Appreciation from the Hays County Sheriff's Office thanking us for hosting the Hays County Junior Deputy Academy in July. We truly enjoyed hosting

them and seeing their excitement learning about all the different aspects of being a Sheriff. Between our amazing Coyote Kids Summer Camp, Junior Deputy Academy, and Tween Scene, Ranch Park is hosting hundreds of youths this summer and providing them educational opportunities all while having fun!

The Ranch Hands were very excited when a brand-new fleet truck arrived at the Ranch Park. It is a much-needed acquisition that was immediately put to work. Craig Rice, City of Dripping Springs Maintenance Director, worked tirelessly to locate us the perfect vehicle to suit our needs. We can't thank Craig enough. Ranch Hands have been busy moving equipment and panels around and knocking out jobs that allow them to use the new truck and trailer to move things with ease. It is looking great up here!

TWEEN SCENE

July 1 - 68 Attendees | July 8 - 82 Attendees | July 15 - 110 Attendees

DSRP WEEKLY EVENT

July 22 - 95 Attendees | July 29 - 114 Attendees

COYOTE KIDS NATURE CAMP

Rock-N-Roll - Week 6 Enrollment = 49

DSRP PROGRAM - July 5 - July 31, 2021

All Things Wings II - Week 7 Enrollment = 38

Wet-N-Wild - Week 8 Enrollment = 50

Sun & Stars - Week 9 Enrollment = 44

FOUNDERS MEMORIAL PARK



Founders Memorial Park –
Parking lot addition is complete.



**PROGRAMS & AQUATICS
OVERVIEW**

Submitted by - Mack Rusick, Programs & Aquatics Manager



Total sales in pool admissions + Season Passes to date = \$23,479

2021 Season Passes Sold	121 Total = 583 people
----------------------------	---------------------------

The month of July was smooth for the Founders Pool team. We have an awesome team of guards who take pride in their jobs and help to keep the pool a wonderful place for families to enjoy. I'm grateful for the spirit they bring to the pool every day.

As the weather has continued to throw curve-balls we have still had consistent visitors to the pool. Our morning swimmers have become a solid group that shows up right as we open to get their laps in and many of our family pass holders show up right around 10am to beat the heat. We have seen less lulls mid-morning but continue to see peak times between 2pm-6pm with around 30 - 50 people on average. Additionally, our peak days are Friday, Saturday, and Sunday, with Saturday being the highest visited day every week.

I do want to add that I seem to have the same conversation repeatedly with people who wander in saying that they have lived in the area for 5+ years and never knew that Founders Pool existed! I think with the new signage, better advertising, and more programming we could really put Founders Pool back on the map for this community.

We have had some awesome staff in-service trainings lately including a special training in conjunction with local Hays County EMS. The EMT's were serious business and helped staff to understand the real-life consequences of being unprepared for a real-life emergency. We were able to work side by side to run through different scenarios and received great feedback from the team. Our subsequent in-service was spent reviewing in detail some of the weak points in our Emergency Action Plan and skills practice. I was pleased to see a greater overall confidence in the staff as they ran through various scenarios.

We held a special Float & Flick event at the pool on July 24 and had many people in the community come out to enjoy. We watched the movie JAWS on a huge outdoor screen that really made it an immersive experience. Overall, the event was success although next year we might pick a shorter movie that's a bit more family friendly!


Jim and I have been working to keep systems running smoothly. We have had continued issues with faulty UV system, broken filters, electrical issues, and various other breakdowns. We have also continued to have trouble with our ADA chairlift even after replacing nearly every part except the seat itself! Jim and the maintenance crew have been amazing at responding to these issues quickly and staying on top of our to-do list rather than letting things fall by the wayside.

We are on our last push to the end of the season!



RATHGEBER NATURAL RESOURCE PARK

July 13, 2021 – 2nd POSAC presentation delivered.




RATHGEBER NATURAL RESOURCE PARK UPDATE

Kelly Schmidt
Parks & Community Services Director


RATHGEBER NRP OVERVIEW




RATHGEBER NRP LOCATION

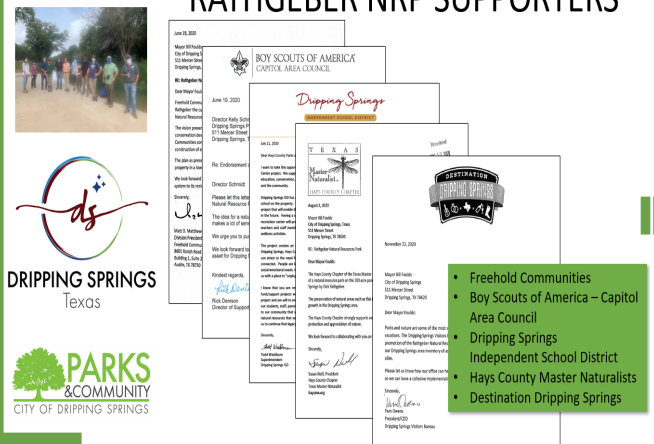


RATHGEBER NRP VISION



- PROTECT + IMPROVE WATER QUALITY -**
 - Restore the stream bank and riparian forest
 - Reconnect riparian forest
 - Manage water and non-water vegetation
 - Install vehicle access and detour routes
- PROVIDE ENVIRONMENTAL EDUCATION -**
 - Install interpretive panels
 - Install interpretive panels, trail markers, and signage
 - Install interpretive panels, trail markers, and signage
 - Install interpretive panels, trail markers, and signage
- PROMOTE CONSERVATION -**
 - Conduct an environmental management plan and habitat assessment
 - Install riparian forest and riparian forest management plan
 - Install riparian forest and riparian forest management plan
 - Install riparian forest and riparian forest management plan
- PROMOTE RESPONSIBLE RECREATION -**
 - Install riparian forest and riparian forest management plan
 - Install riparian forest and riparian forest management plan
 - Install riparian forest and riparian forest management plan
 - Install riparian forest and riparian forest management plan

RATHGEBER NRP SUPPORTERS



- Freehold Communities
- Boy Scouts of America – Capital Area Council
- Dripping Springs Independent School District
- Hays County Master Naturalists
- Destination Dripping Springs

BUDGET & PHASING

PROJECT OVERVIEW
BUDGET AND PHASING

PHASE I (2020-2022)
COMMITTED PRIVATE CONTRIBUTION IS ACCEPTED BY THE CITY OF DRIPPING SPRINGS

- Value \$3,750,000 - \$5,250,000 – 300 acres of pristine Barton and Little Barton Creek riparian area and watershed have been committed via signed agreement by Dick Rathgeber.

PROPOSED CITY OF DRIPPING SPRINGS CONTRIBUTION

- \$50,000 - Master Plan & Public Input Process
- \$60,000 - \$125,000 - Engineering/Environmental studies

PHASE II (2022 - 2024)

- \$500k - 1m - Trailheads, Parking lots & Park Entrances w/ Signage & ADA compliant (Three access points, One may require additional easement or land acquisition)
- \$1.5 - \$2.5m - Connectivity. A mixture of rustic/primitive (DG) & ADA Compliant. Trails Existing dilapidated low water crossing (dam) redesigned into pedestrian bridge

PHASE III (2024 - 2026)

- \$300,000 - \$500,000 - Interpretive Master Plan & Installation. Interpretive kiosks, traiside interpretive panels, wildflower & pollinator meadows, wayfinding signage throughout park and interactive exhibits
- \$300,000 - \$500,000 - Boy & Girl Scout / Youth & Family Group Campground. Platforms, gathering pavilion, water spigots, firepits, pit toilets or restrooms

PHASE IV (2026 - 2028)



- \$3 - \$4m - Dripping Springs Natural Resource & Outdoor Recreation Center. Restrooms, classrooms, meeting space, staff offices, night sky viewing center, outdoor recreation amenities and features (example climbing wall, high element challenge course, hiking, etc.)

***TOTAL PROJECT COSTS RANGE – \$6,210,500 - \$7,675,000**
(without Interpretive/Outdoor Rec Center – project costs \$3,210,500 - \$4,675,000)


DRIPPING SPRINGS Texas

PARKS & COMMUNITY CITY OF DRIPPING SPRINGS

**This rough budget estimate was compiled from consultation with RvI Planning and established from nearby similar projects.
** If not awarded funding by the POSAC opportunity, for PHASE IV, our goal is to partner with other potential funding sources for the Natural Resource & Outdoor Recreation Center project – DSISS, TPWD, Private Donations, In-Kind, City funding, etc.)






DRIPPING SPRINGS
Texas



RATHGEBER NRP UPDATES

- May 2020** – Presentation Hays County Parks Recreation & Open Space Commission
- June 2020 – April 2021** – *Multiple Stakeholder Site Tours Given*
POSAC, DS Officials, PCS Staff, BSA, HTGCD, Hays County Staff
- July 2020** – Rathgeber Natural Resource Park Named as Tier 1 Project by POSAC.
- September 2020** – Formal Appraisal obtained valuing Rathgeber parcel at 5,600,000.
- December 2020** – RNP 300-acre parcel was deeded to and accepted by the City of DS.
- June 2021** – RNP Access road through Headwaters at 90% completion.
- March 2021** – BSA Lease Agreement replaced with BSA Maintenance & Use Agreement.





2021 – 2022 Rathgeber Natural Resources Park & BSA Wilderness Park Acquisition Agreement & Letter of Intent on file	2022 – 2023 Master Plan & Public Input Process \$50,000	2023 – 2024 Engineer/Impact Studies & Site Development Plan \$60,000	2024 – 2026 Site Development Plan Approved & Ground Breaking Estimated cost for project \$7.5 million
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SPORTS & RECREATION PARK

Nothing to report.

VETERANS MEMORIAL PARK

On July 21, concerns were submitted from the Farmers Market board chair in the form of an email and the photos below about the condition of the parking lot at Veterans Memorial Park. Workorders and discussions had been underway between PCS and the Maintenance department prior to receipt of the email to address the conditions in Veterans Memorial Park as well as system-wide that had formed. The degradation of the parking lot at Veterans Memorial Park is an annual occurrence. It appears to be at its worst following several concurrent rain events. Because Veterans Memorial Park is in a designated floodplain, this will continue to be an ongoing struggle. Each week the park hosts the Dripping Springs Farmers Market which has doubled in size and popularity since the start of the pandemic in 2020 and as a result the vehicular traffic and impact on the park and the Triangle have also greatly increased. Addressing the issue annually will remain on the radar of the maintenance department but the ability to address the issue in a timely manner, however, will depend on the resources available to staff at the time the need arises each year. It has been noted that this spring and summer were unseasonably wet, and the conditions of the park remain below ideal as a result.



CITY-WIDE EVENTS & INITIATIVES + PARK RENTALS + COMMUNITY OUTREACH + VOLUNTEER COORDINATION

Submitted by- Melanie Blakely, Community Services Coordinator



In July of 2021 we had 6 itinerant vendors. 6 pool/pavilion rentals and 3 triangle banners. We held a community night of Flick and Float. I joined the first kick off meeting of Christmas on Mercer and the Lions Club has asked me to spearhead the sponsorship collection. Learning ordinances and integrating the Parks and Community Services Mission into my everyday working style is one of my biggest passions.

Permits & Rentals for July	Qty
Itinerant Vendor Permits	6
Pavilion/Park Rentals	5
Pool & Pool Party Package Rentals	6
Triangle Banner Display	3

EVENT - COMMUNITY MICRO EVENTS - July 24, Float Flick (Jaws)

EVENT - CHRISTMAS ON MERCER – Nothing to report

EVENT - FOUNDERS DAY FESTIVAL – Noting to report

EVENT - WORLD MIGRATORY BIRD DAY – Nothing to report for July.

COMMUNITY INITIATIVE - KEEP DRIP (TEXAS) BEAUTIFUL – Annual report completed.

COMMUNITY INITIATIVE – BIRD CITY – Nothing to report for July.

COMMUNITY INITIATIVE – VOLUNTEER OUTREACH - Coordination of interested volunteers has begun. Several volunteers to programs within the Parks and Community Services Department that are a good fit and the volunteers have really enjoyed helping. Meetings with the Boy Scouts have begun about their volunteer clean up commitment to our parks.

OTHER NOTABLES FOR THE MONTH – Heavily assisted with Coyote Kids Camp administration and staffing coverage for Tween Night.

FARMERS MARKET

Submitted by - Charlie Reed, Farmers Market Manager



July brought a return to the market’s old layout, making it friendlier for people looking to sit and enjoy food, drink, and music in the shade beneath the trees – and just in time, as spring-like temperatures endured through most of July. Local Peaches remain in peak form, and the ground has remained soft and green from all the sweet-tart juice that been dripped.

It’s vacation season for residents, but that also means we’re getting lots of stops from folks vacationing from elsewhere – we’ve had people from Seattle and Maine stopping by. With four new vendors approved in each of the last two months – bringing gardeners, beverages, microgreens, spreads, and crafts – the market is prepared to take on seasonal changes as certain vendors reach the end of their growing periods.



Date	Vendors	Customers	Music
6/30/21	41	537	Melvin Brown
7/7/21	42	517	Jerry Rivers
7/14/21	43	564	Bob Slaughter
7/21/21	35	509	Anna Rose
7/28/21	t/k	t/k	
7/1/20	33	n/a	Alex Dormont
7/8/20	27	n/a	None (Covid)
7/15/20	29	n/a	None (Covid)
7/22/20	27	n/a	None (Covid)
7/29/20	32	n/a	None

It's that time of year again to VOTE for our special Farmers Market!!!! As of August 17, 2021 - we have reached 500 votes!!!!



American Farmland Trust



Not Mushroom for Competition

Did we just get a heavy rain? Because your endorsements are popping up like mushrooms! Your customers are loving your market and are giving you some more support. Your market is quite the find – just like the precious truffle!

Congratulations on your 500th endorsement!

OTHER PCS BUSINESS & PROJECTS

July 19, 2021 - Park System Signage Plan - Update

A Park System Signage Plan Committee has been formed. It consists of City Administrator, Michelle Fischer, Communications and Marketing Director, Lisa Sullivan, Parks and Recreation Commissioner Paul Fuschille, Lead Charro Ranch Volunteer, Sue Harding, and Parks and Community Services Director, Kelly Schmidt. Their first meeting with Studio 16:19 was an orientation meeting of sorts and reviewed the first set of conceptual signage themes proposed. Following that meeting the Committee unanimously agreed that the concepts presented did not align with collective vision and the Committee asked that the firm produce additional concepts to review and choose from.

JULY PARKS ACTIVITY

CHARRO RANCH PARK

Submitted by- Sue Harding, Lead Volunteer

Nothing to report.

DRIPPING SPRINGS RANCH PARK

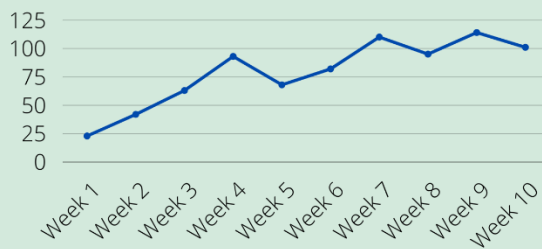
Submitted by - Emily Nelson, DSRP Manager



The heat finally found us this August. We have been very lucky with temperatures in June and July. Our second Summer Sizzle Dressage show really earned its name in more ways than one. Penny, Melissa, and Lily are such a great show team. The participants really enjoyed a well-run show.



DRIPPING SPRINGS RANCH PARK TWEEN SCENE ENROLLMENT



700 youth served throughout the program

Coyote Kids Summer Camp and Tween Scene wrapped up in August, and the entire staff had to adjust to the quiet. We truly enjoyed having Dripping Springs youth at the Ranch Park all summer. Tween Scene served almost 700 youth (ages 9-14) throughout the program this summer. We are thankful to the parents for sharing their tweens with us.



Alexander Seshan completed his Eagle Scout project by the pond. He constructed a beautiful Chimney Swift Tower for park goers to enjoy. I encourage everyone to check it out. Thank you, Alexander.

August also brought us our first Gun Show in over a year. The organizers really hosted a smooth show, and it was well attended both days.

The staff at the Ranch Park are gearing up for non-stop event weekends through Thanksgiving. We are so excited to host a huge variety of shows from Eskimo Dog Shows to Fall Classic, a Dripping Springs Ag Boosters livestock show. And we can't forget Rodeo in October. We are excited to welcome everyone.

FOUNDERS MEMORIAL PARK

DSYSA youth football program has begun its seasonal use of Founders Memorial Park. Their fall schedule is slated to be as follows:

Practices

- August 1 – August 16 | Monday – Friday (4:45pm-8:45pm)
- August 17 – September 3 | Monday – Thursday (5pm-8pm)
- September 6 – November 5 | Monday – Thursday (5pm-8pm)

Games

- September 25 – November 6 | Saturday (7:30am – 5:30pm)

RATHGEBER NATURAL RESOURCE PARK

Nothing to report.

SPORTS & RECREATION PARK

Nothing to report.

VETERANS MEMORIAL PARK

Nothing to report.

PROGRAMS & AQUATICS OVERVIEW

Submitted by - Mack Rusick, Programs & Aquatics Manager



The full pool summer season schedule concluded on Sunday, August 15, 2021, with the start of the DSISD school year and the lifeguard staff returning to their respective universities, high schools, and various academic commitments. From August 16 until Labor Day the pool is only open on Saturday and Sunday from 12pm-6pm (Closed on Labor Day).

The 2021 summer season is nearly complete, and the summer was very successful. Several issues challenged staff at the onset and throughout the summer with technical and mechanical malfunctions of various components of the pool, but the staff were able to navigate them and still provide an incredible swimming experience for Tiger splash and pool patrons alike.



**CITY-WIDE EVENTS & INITIATIVES + PARK
RENTALS + COMMUNITY OUTREACH +
VOLUNTEER COORDINATION**

Submitted by- Melanie Blakely, Community Services Coordinator



Permits & Rentals for July	Qty
Itinerant Vendor Permits	0
Pavilion/Park Rentals	1
Pool & Pool Party Package Rentals	5
Triangle Banner Display	5
Co-Sponsorship Request	1 - Denied

EVENT - COMMUNITY MICRO EVENTS – None in August.

EVENT - CHRISTMAS ON MERCER – Attended first planning meeting.

EVENT - FOUNDERS DAY FESTIVAL – Nothing to report for August.

EVENT - WORLD MIGRATORY BIRD DAY – Nothing to report for August.

COMMUNITY INITIATIVE - KEEP DRIP (TEXAS) BEAUTIFUL – Researched various community beautifucation initiatives to be involved with both optional and required.

COMMUNITY INITIATIVE – BIRD CITY – Attended July Planning meeting

Lights Out Dripping Springs Proclomation was composed by City Administrator Michelle Fischer and passed.



COMMUNITY INITIATIVE – VOLUNTEER OUTREACH - Coordination of interested volunteers has begun. Several volunteers to programs within the Parks and Community Services Department that are a good fit and the volunteers have really enjoyed helping. Meetings with the Boy Scouts have begun about their volunteer clean up commitment to our parks.
OTHER NOTABLES FOR THE MONTH – Heavily assisted with Coyote Kids Camp administration and staffing coverage for Tween Night for the last two week in August.

FARMERS MARKET

Submitted by - Charlie Reed, Farmers Market Manager



Summer Recap:

Being featured on Fox 7’s “Market Monday” segment was an unbelievable kick-off for our summer and helped bring out the crowds. Also, by taking a marketing approach with the newsletter and using social media to focus on Dripping Springs’ vibrant community, Johnna and I have seen both approaches grow the market, and we’ve had tons of fun along the way. The result has had long-time vendors saying they love the market’s new energy, while new vendors consistently say they’re reaching out because they’re hearing good things.

And what a wonderful summer it was for the Farmers Market! We broke records with total vendors and visitor counts from May to July, and lower-than-average temps kept the Triangle’s grass green throughout the hot season. This made the market a comfortable spot to enjoy the huge variety of delicious artisanal foods and drinks.

August Recap:

August was predictably slower in both vendor and visitor counts, with both dropping as vacation season rolled in. This didn’t slow the market at all – we held contests and giveaways throughout the month, celebrating National Farmers Market Week and driving folks to vote for DSFM in American Farmland Trust’s yearly contest, which in ends in mid-September. Through August, we hold the top spot in the Southwest region.

Date	Vendors	Customers	Music
8/4/21	34	503	Jerry Rivers
8/11/21	40	425	n/a
8/18/21	38	372	Jerry Rivers
8/25/21	36	334	Jerry Kirk

It's that time of year again to VOTE for our special Farmers Market!!!! As of August 30, 703 votes!

Roswell's Ruin

Last week, Roswell's Farmers Market was making a serious run in the vote, but thanks to your efforts, we've put them in their place and taken their space aliens.

What can these aliens teach us? Do they have technology that will help our gardens in late summer? Can they show us what "local" means across interstellar distances? And what do we do with them in their off hours? Will they like miniature golf? Or are they more into beer gardens with sprawling views of the Hill Country?

In any case, there's still a few weeks left in this vote, and as you can tell, we're going a little loopy from the pressure. We're still up on #2, Winnsboro, TX, but not by enough to get comfortable.

So if you haven't already, please [vote online](#). And share that link with friends, family, or anyone you know who wants Dripping to be #1. We sure do appreciate it. Or as our new alien friends say, *mahalo*.

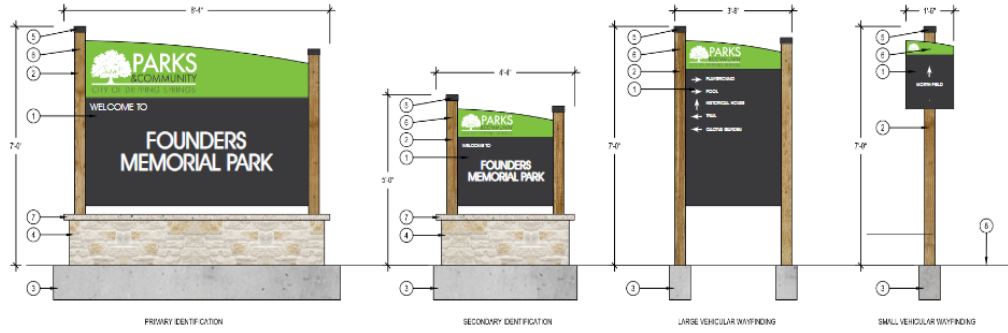
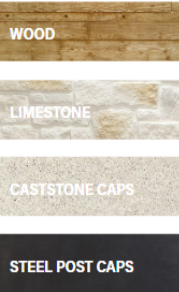


OTHER PCS BUSINESS & PROJECTS

August 30, 2021 - Park System Signage Plan - Update

The Signage Plan Committee has expanded to include a few park partners in addition to key City personnel. The first draft of the signage plan concept is being narrowed down to the Rustic Modern Concept. The Committee overwhelmingly selected this concept out of a total of 3 thematic options presented. Next steps- Studio 16:19 will now expand their concept to ensure all design elements comply with the City's sign ordinance. Color palette and sign materials will be finalized. Content will be presented to the signage committee for review and feedback as it is developed for each park. Then it will be presented to the Parks and Recreation Commission for review and final recommendations.

MATERIALS

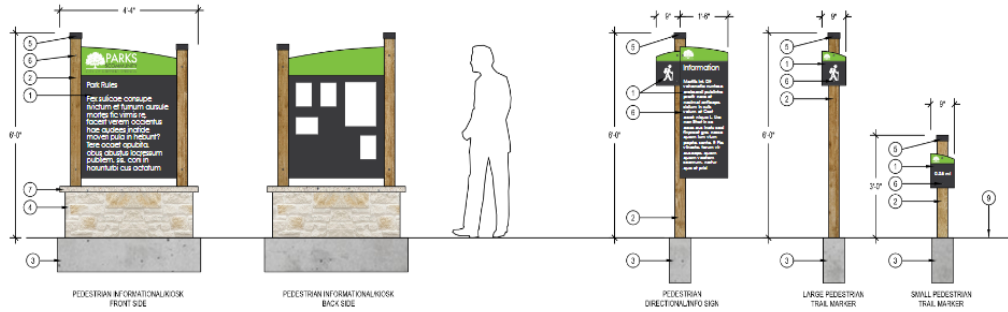


- ① WOOD MESSAGE PANEL
- ② 4X4 POST
- ③ CONCRETE FOOTER
- ④ BASE WITH LIMESTONE VENEER
- ⑤ STEEL POST CAP
- ⑥ SCREWS, TYP.
- ⑦ CAST STONE CAP
- ⑧ FINISH GRADE, TYP.

VEHICULAR IDENTIFICATION SIGNAGE

SCALE: 1/8" = 1'-0"

IZONE PANEL COLORS



- ① WOOD MESSAGE PANEL
- ② 4X4 POST
- ③ CONCRETE FOOTER
- ④ BASE WITH LIMESTONE VENEER
- ⑤ STEEL POST CAP
- ⑥ SCREWS, TYP.
- ⑦ CAST STONE CAP
- ⑧ FINISH GRADE, TYP.

PEDESTRIAN IDENTIFICATION SIGNAGE

SCALE: 1/8" = 1'-0"

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Rustic-Modern Sign Design Concept