

PARKS & RECREATION COMMISSION REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX Wednesday, August 17, 2022 at 6:00 PM

Agenda

CALL TO ORDER AND ROLL CALL

Commission Members

Olivia Barnard Hope Boatright Kristy Caldwell Dustin Cloutier Matthew Fougerat Paul Fushille Tara Satine

Staff, Consultants & Appointed/Elected Officials

Parks & Community Services Director Andrew Binz DSRP Manager Emily Nelson Aquatics & Programming Manager Mack Rusick Community Events Coordinator Caylie Houchin Farmers Market Manager Charlie Reed Public Works Director Aaron Reed Council Member Sherrie Parks

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 July 18, 2022, Parks & Recreation Commission regular meeting minutes.

BUSINESS

- 2. Discuss and consider the Appointment of Chair and Vice Chair for a term of one (1) year.
- 3. Update and possible discussion on Rathgeber Natural Resource Park.
- 4. Discuss the Rob Shelton Blvd. Transportation Alternatives Set Aside Sidewalk Project.
- 5. Discuss and consider approval of a Special Event Permit Application for the Dripping Springs Pumpkin Festival to take place September 24 through October 31, 2022, at the Dr. Pound Farmstead and utilizing Founders Memorial Park for parking.

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.

6. Parks & Community Services Report

Andrew Binz, PCS Director

7. Dripping Springs Ranch Park & Event Center Report

Emily Nelson, DSRP Manager

8. Aquatics & Programs Report

Mack Rusick, Aquatics & Programs Manager

9. Community Events Report

Caylie Houchin, Community Events Coordinator

10. Farmers Market Report

Charlie Reed, Farmers Market Manager

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.

11. Charro Ranch Park Committee

Commissioners Paul Fushille and Matt Fougerat

12. Dripping Springs Ranch Park Committee

Commissioner Hope Boatright

13. Founders Memorial Park Committee

Commissioner Eric Henline

14. Sports & Recreation Park Committee

Commissioners Dustin Cloutier and Tara Satine

15. Veterans Memorial Park Committee

16. Rathgeber Park Committee

Commissioners Kristy Caldwell, Paul Fushille and Matthew Fougerat

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

September 19, 2022, at 6:00 p.m. October 3, 2022, at 6:00 p.m. November 7, 2022, at 6:00 p.m.

City Council Meetings

August 23, 2022, at 5:30 p.m. August 30, 2022, at 5:30 p.m. September 6, 2022, at 6:00 p.m. September 13, 2022, at 5:30 p.m. September 20, 2022, 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 August 12, 2022, at 10:00 a.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.



S PARKS & RECREATION COMMISSION REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX Monday, July 18, 2022 at 6:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

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

Commission Members present were:

Eric Russell, Chair Hope Boatright Kristy Caldwell Dustin Cloutier Matthew Fougerat Tara Satine

Commission Members absent were:

Eric Henline, Vice Chair Paul Fushille

Staff, Consultants & Appointed/Elected Officials present were:

Parks & Community Services Director Andy Binz Aquatics & Programs Manager Mack Rusick City Secretary Andrea Cunningham DSRP Manager Emily Nelson Community Events Coordinator Caylie Houchin Farmers Market Manager Charlie Ree Council Member Sherrie Parks

PRESENTATION OF CITIZENS

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No one spoke during Presentation of Citizens.

MINUTES

1. Discuss and consider approval of the June 6, 2022, Parks & Recreation Commission regular meeting minutes.

A motion was made by Commissioner Boatright to approve the June 6, 2022, Parks & Recreation Commission regular meeting minutes. Commissioner Caldwell seconded the motion which carried unanimously 6 to 0.

BUSINESS

2. Discuss and consider approval for the purchase of a New Identification Sign for Founders Memorial Park Pool.

Andrew Binz and Mack Rusick presented the staff report which is on file. Staff recommends approval of the purchase.

A motion was made by Commissioner Fougerat to approve of the purchase of a New Identification Sign for Founders Memorial Park Pool. Commissioner Cloutier 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.

3. Parks & Community Services Report

Andrew Binz, PCS Director

4. Dripping Springs Ranch Park & Event Center Report

Emily Nelson, DSRP Manager

5. Aquatics & Programs Report

Mack Rusick, Aquatics & Programs Manager

6. Community Events Report

Caylie Houchin, Community Events Coordinator

7. Farmers Market Report

Charlie Reed, Farmers Market Manager

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.

7. Charro Ranch Park Committee

Commissioners Paul Fushille and Matt Fougerat

Commissioner Fougerat presented the report. The Master Gardeners are working on completing the demo garden and plantings.

8. Dripping Springs Ranch Park Committee

Commissioner Hope Boatright

Emily Nelson presented the report. Phase 1 of the Road Project is behind schedule and should be wrapping up in August; Phase 2 and 3 will happen in the next fiscal year.

9. Founders Memorial Park Committee

Commissioner Eric Henline

No report at this time.

10. Sports & Recreation Park Committee

Commissioners Dustin Cloutier and Tara Satine

Commissioner Cloutier presented the report. The grass on the fields is struggling, but that is to be expected.

11. Veterans Memorial Park Committee

No report at this time.

12. Rathgeber Park Committee

Commissioners Kristy Caldwell, Paul Fushille and Matthew Fougerat

Commissioner Caldwell presented the report. There have been reports of people removing artifacts from the park and would like the City to look into more security at the park.

EXECUTIVE SESSION

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The Commission did not meet in Executive Session.

UPCOMING MEETINGS

Parks & Recreation Commission Meetings

August 1, 2022, at 6:00 p.m. September 19, 2022, at 6:00 p.m. October 3, 2022, at 6:00 p.m.

City Council Meetings

July 19, 2022, at 6:00 p.m. July 26, 2022, at 5:30 p.m. August 2, 2022, at 6:00 p.m.

ADJOURN

A motion was made by Commissioner Fougerat to adjourn the meeting. Commissioner Satine seconded the motion which carried unanimously 6 to 0.

This regular meeting adjourned at 6:47 p.m.



STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Andrew Binz, Parks and Community Services Director

Parks & Recreation Commission Meeting 08/17/2022

Date:

Agenda Item Wording: Update and possible discussion on Rathgeber Natural Resource Park.

Agenda Item Requestor: Andrew Binz

Summary/Background: Robert Ellis, Volunteer Wildlife Manager, will present an update on

Rathgeber Park including unauthorized foot traffic and activity in the park. Robert will also present a suggestion on how to curtail this activity by installing fencing at two of the entry points into the park from the Headwaters development. \$10,000 was included in the 2023 budget to cover any costs of purchasing and installing appropriate fencing.

Staff Staff recommends the Commissioners give direction to research pricing and

Recommendations: fence options for the locations identified in the presentation.

Attachments: Power Point Presentation

Next Steps/Schedule: With the Commissioners direction, staff will research cost of installing

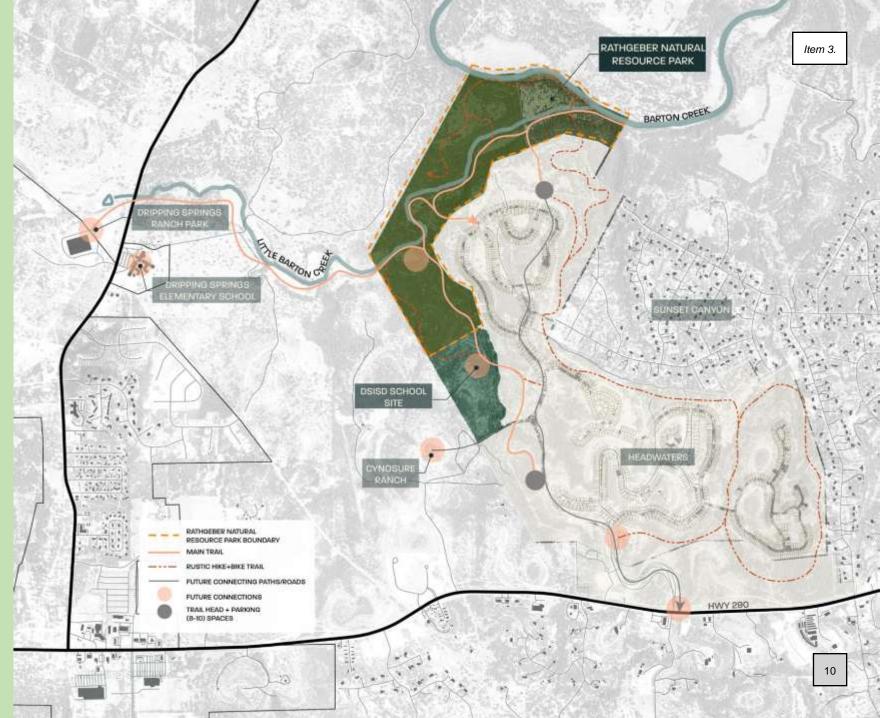
fencing at the two entry points identified in the presentation to bring back

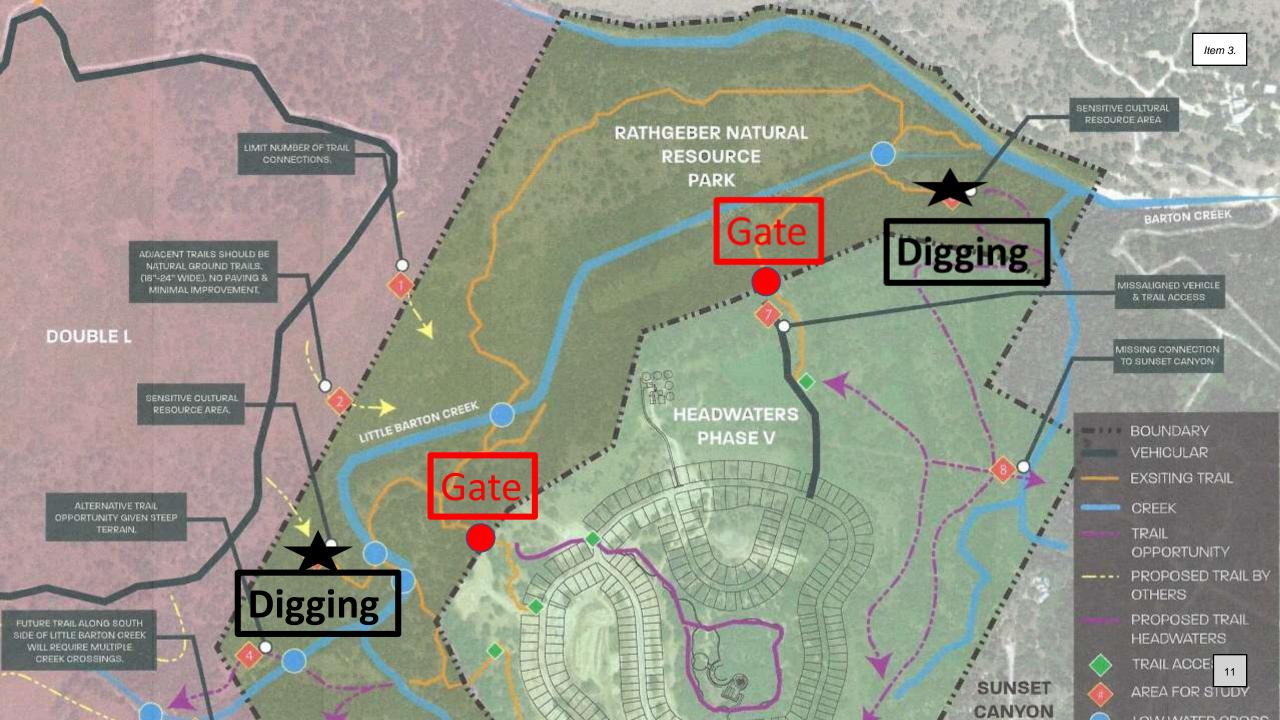
the PRC for approval at the October meeting.



Rathgeber Natural Resource Park

- 300 Acres
- Deeded to the City from Dick Rathgeber and Rathgeber Investment Company, LTD.
- Barton Creek and Little Barton Creek
- Adjacent to Headwaters, Double L and Wild Ridge developments
- DSISD Property to the South
- Robert Ellis Volunteer Wildlife Manager
- 2023 Budget (Proposed):
 - \$100,000 Phase I Master Plan (Site Analysis and VisionPlan)
 - \$900 Cameras
 - \$10,000 Fencing





Evidence of Digging for Artifacts



Gates Needed at Entry Points

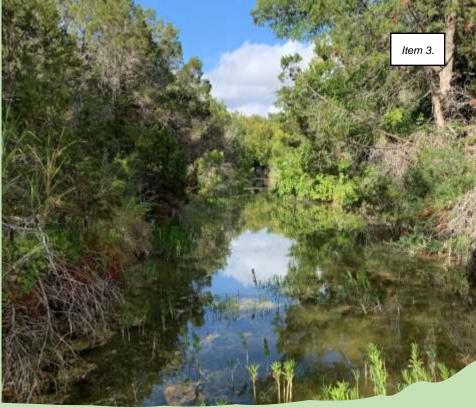




South Entry

North Entry





Other Sites on Property



STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78602

Submitted By: Aaron Reed, Public Works Director

Parks Meeting Date: 08/17/2022

Agenda Item Wording: Discuss the Rob Shelton Blvd. Transportation Alternatives Set Aside

Sidewalk Project

Agenda Item Requestor: Andrew Binz

Summary/Background: In 2019, the City applied for and was awarded funding under the

Transportation Alternatives Set Aside for sidewalks on Rob Shelton Blvd from Founders Park to Sports Park. The project will construct sidewalks, a

granite trail, a pedestrian bridge, and bike lanes along Rob Shelton

Boulevard between Sports Park Drive and Founders Park Road in Dripping Springs. The project addresses pedestrian/vehicle conflicts at a major commercial area of Dripping Springs. Both sides of Rob Shelton Boulevard will be improved from Sports Park Drive to Founders Park Road, facilitating a safer crossing at US 290 and connecting residents to retail, parks, and recreational facilities. The project is currently under construction and will

take approximately 7 months to complete.

Commission Recommendations:

Recommended Council Actions:

Attachments:

Next Steps/Schedule:



STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78602

Submitted By: Caylie Houchin; Community Events Coordinator

Commission Meeting

August 17, 2022

Date:

Agenda Item Wording: Discuss and consider approval of a Special Event Permit Application for the

Dripping Springs Pumpkin Festival to take place September 24 through October 31, 2022, at the Dr. Pound Farmstead and utilizing Founders

Memorial Park for parking.

Agenda Item

Caylie Houchin; Dripping Springs Pumpkin Fest, LLC.

Requestor:

Summary/Background: The purpose of this event is to offer a family-friendly fundraiser for the Dr. Pound Farmstead and to increase awareness of the Farmstead. The event is titled the "Dripping Springs Pumpkin Fest" which will feature seasonal decorations, photo opportunities, face painting, balloon twisting, live music, pony rides, petting zoo, trackless train rides, games and activities, seasonal vendors, licensed food trucks, and other attractions commonly associated with fall festivals and/or pumpkin patches, as well as the sale of pumpkins, gourds, and concessions. The event is planned to be open from September 24 to October 31st with setup and teardown dates starting on September 17, 2022 and lasting until November 7, 2022.

> The applicant has contacted DSYSA requesting shared use of the parking lot. An email from the DSYSA president, Michelle Ciacco has been received by staff documenting the understanding that there may be parking overlap during the event hours and of operations and peak field use by DSYSA.

The Dripping Springs Farmers Market Manager is aware they will need to move operations for the time the Pumpkin Festival is using the Pound House grounds. They will be utilizing the area around Founders Park Pavilion and Pool House during that time.

Emergency Management Coordinator, Roman Baligad reviewed the special event permit application and has no concerns.

Commission Recommendation: Staff

Approve Dripping Springs Pumpkin Fest, LLC's request to utilize Founders

Recommendation:

Park parking lot for guest parking.

Attachments:

Pumpkin Festival Special Event Permit Application including:

- Event Site Plan
- Sound Control Schedule
- Maintenance & Clean Up Plan
- Monitoring & Security Plan
- Neighborhood Notification Plan
- Correspondences to local EMS/Fire/Constables
- Traffic Plan
- Solaro Estate Winery TABC License
- DSYSA President Email
- Certificates of Insurance
- Dripping Springs Pumpkin Fest, LLC Certificate of Formation Limited Liability Company
- Event Location Agreement Between Dripping Springs Pumpkin Fest, LLC, and the Dr. Pound Farmstead

Next Steps/Schedule: Send to City council for final approval.

Application # PF 2017 Date Received () 5/27/2027	Accepted by		Of DRIPPING SPAN
Date CompleteConditions		Denied	
			TEXAS

PERMIT FOR SPECIAL EVENTS ON NON-CITY PROPERTY CITY OF DRIPPING SPRINGS, TEXAS

City Code §6.02.071 requires a permit for a Special Event. Such events can and often do impact surrounding properties and public rights of way, as well as the general health, safety, and welfare of the public. Sponsors of an activity open to the public which can be expected to have fifty (50) or more people in attendance need a permit. A permit applicant must complete the following information prior to being issued a permit and must conform to permit requirements and conditions.

	Applicant	Property Owner
Name	Christopher Durst, Gretchen Brayst	Betty Meyer, Echo Uribe
Entity (if applicable)	Dripping Springs	Friends of the Pound House
Mailing Address	Lakonay The 78734	PO Box 1150 Dripping Springs Texas 78620
Phone	512-430-2208	512-858-2030
Email	edurat@drioping springs	into aphfmuseum.org
Date	5/16/2022	5/14/2022

All actual events active must be in compliance with the descriptions, disclosures, and other representations of the applicant, and the applicant warrants by the signature below that all material facts are fully described in this permit application and attached submittals. The approval of this permit does not relieve the sponsor, tenant, or owner from abiding by any other law applicable to the use of the property, including but not limited to applicable zoning, or applicable to the conduct of activity during the event. The City's sole action is to deny, approve, or approve with conditions the event as described; and the City is in no way responsible or liable for acts and omissions of the permitted or others associated with the event.

Applicant's Signature:	Date: 5/19/22	
Property Owner's		
Signature:	Date:	

City of Dripping Springs Special Events Permit February 2014 Page 1 of 4

Property Owner's		
Signature:	Date:	

INSTRUCTIONS

- Submit the completed application to the City Administrator at City Hall, 511 Mercer Street, Dripping Springs, Texas 78620 between 8:00 am and 5:00 pm Monday through Friday.
- 2) The completed application must be submitted at least thirty (30) days prior to the start of the event being considered.
- 3) The applicant will remove all temporary furnishings, fixtures, equipment and signs installed for the event within twenty-four hours of the cessation of the event, unless the applicant shows a good cause for the City Administrator to allow additional time.

Name of the Event	Dripping Springs
	Dripping Springs Pumpkin Festival
Purpose of the Event	Comunity Event of
Location (Street Address or Property Tax ID)	Comunity Event of Fund Raiser 419-B Founders Park Rd. Pripping Springs ITX 78620
Date(s) of the Event (If this is a recurring event, please attach separate list of dates and times)	Sept 24- Oct 31,2022
Start Time	10 am
End Time	7 pm
Set-Up Begins	Sept 17, 2022
Clean-Up Ends	NOV 7, 2022
Estimated Attendance	average 500/daily

SPECIAL EVENT PERMIT

Please submit documentation that the Special Event complies with the following standards:

locatio	an: Provide a reasonably accurate representation of the boundaries of the site and the on and character of uses of any property abutting the property on which the event is ur, including ingress and egress of vehicles if applicable. Include items below.
Va.	toilets will be clean, sanitary, functioning, and useable throughout the event.
	Hand washing sinks
V //	Parking lawful and sufficient for the anticipated attendance.
d.	
/ /	Food vendors
v f.	Beverage vendors
g.	Alcoholic beverage vendors including type (draft beer, canned beer, or wine) and
1/6	provide proper TABC permits Fire extinguishers
i.	Stages or amplified sound
	Bleachers
	Retail merchants
1/1.	
-	Garbage receptacles
	Recycling containers
VINO.	Location and number of barricades
p p	Trailers, vehicles, storage facilities
	Fire lane
NA r.	Sign or banners with dimensions
NIA S.	Temporary lighting (must be shielded and comply with City Code)
t.	Security
Vu,	Generator/electricity
Vv.	Assembly areas
2) Sound	Control
Va.	Provide evidence of workable plans to mitigate and limit the sound from the event so that the effects of excessive noise are minimized.
	Abide by the plans and control excessive noise which occurs despite the plan. All noise associated with the event shall cease by 10:00 p.m.
	Provide voice and music amplification schedule, including start and finish times as well as any sound check times.
	Please note a Hays County Sheriff's Department Deputy or other Peace Officer may determine that noise during a permitted event is offensive to others and may require applicant to stop or reduce activities causing the noise. Also, the City of Dripping Springs may order musical entertainment to cease because it may incite a crowd to become unruly and risks injury.

- Maintenance and Clean Up: Provide a workable plan for the control of solid waste during the event and a cleanup plan for after the event.
 Monitoring and security:

 a. Provide a description of the method for monitoring activity and general crowd
 - a. Provide a description of the method for monitoring activity and general crowd movement including pedestrian safety, as well as a description of security measures and personnel.
 - b. Include at a minimum the placement, duties, and authority of personnel.

 Provide owners' and tenants' written authorization. The signatures of the property owner and tenant or other lawful occupant, if different from the owner, or a written affirmation that they are both aware of the event and that they authorize the occurrences.
 - d. Provide contacts for nearby occupants and owners.
 - 5) Neighborhood Notification
 - a. Contact persons owning and occupying property within 500 feet of the event site and
 provide Special Event contact information: name, telephone numbers (including cell
 number available and operating during the event) and hours of special event operation.
 - b. Provide documentation to the City of Dripping Springs that the neighbors have been notified.
- 6) Bond: Provide a bond or other acceptable security of \$200.00 to cover the costs attributable to the costs of clean up and repair of nearby streets, other public property, and private property for litter and damage reasonably attributable to event sponsors of attendees. Absent a need to draw down upon the bond, it will be released in full within 48 hours of the event.
 - 7) Proof of Insurance: Provide proof that insurance been obtained to cover this event.
- 8) License: All itinerant vendors, as defined on the City of Dripping Springs City Code that are participating in the event must have a City of Dripping Springs Itinerant Vendor's License. Contact (512) 858-4725 for license information.

City of Dripping Springs,

5/16/2022

Dripping Springs Pumpkin Fest, LLC. is requesting shared use of the Founders Memorial Park parking lot for event attendees in addition to street parking during the event, Sept 24-Oct 31, 2022. We have listed the City of Dripping Springs as additional insured on our special events insurance policy.

Thank you for your consideration,

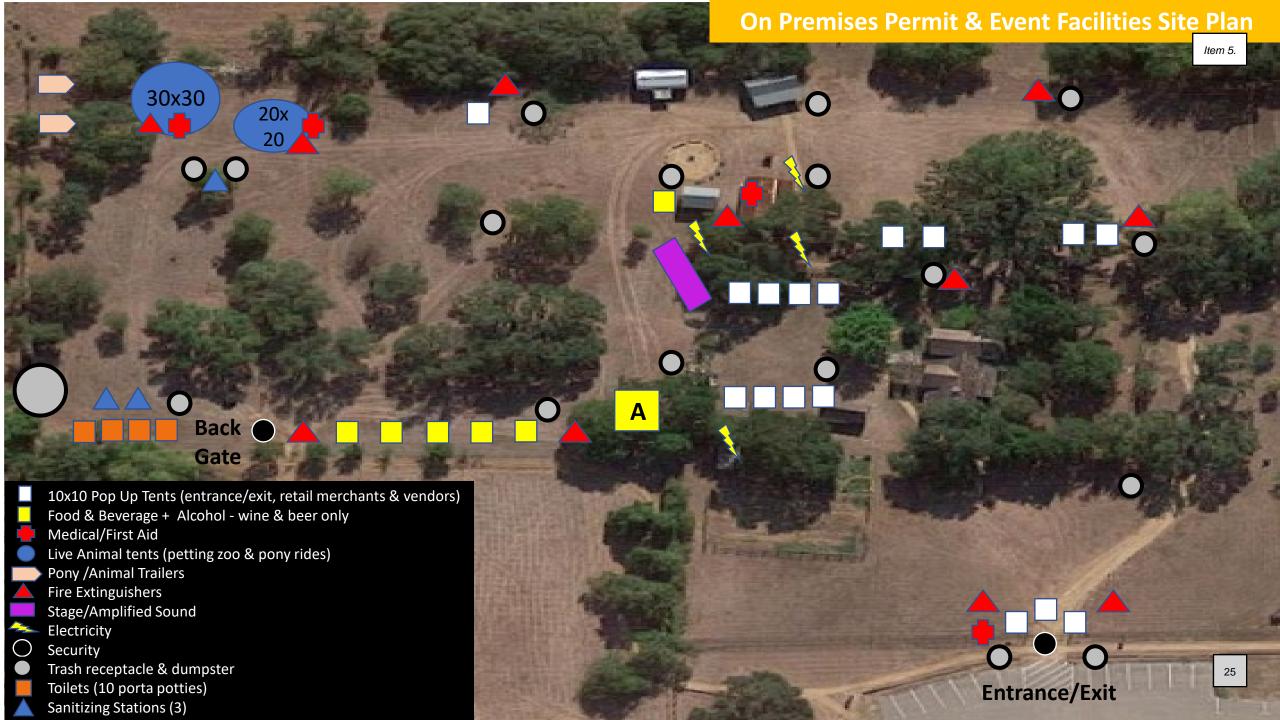
Christopher Durst, Will Loconto, and Gretchen Bray

Dripping Springs Pumpkin Fest, LLC. (Owners/Producers)

Dripping Springs Pumpkin Festival (DBA)

Direct Contact: 512-430-2208 (Christopher Durst)





Sound Control Schedule

Sound Control Coordinator - Christopher Durst 512-430-2208

Event Times:

Every Day: Sept 24-Oct 31

• Event Time: 10am-7pm (background PA music)

Live Music: 12pm-4pm (acoustic, amplified music only)

Sound/Control Measures:

- Stage/PA positioned towards parking lot & wooded areas
- Stage/PA are within 500 feet of residences residents within a 500 foot radius of the park are to be notified via flyer found on slide 6.
- · Sound will not exceed 75 decibels per Texas Noise ordinance

Background Music:

- Every Day 10am-7pm Halloween & Family- Friendly playlist via PA
- · Low-volume, small range background music

Live Music: (acoustic music only)

- · No electric guitars, bass or drums
- Friday-Sunday (12pm-4pm)

Sound Check Times:

· No soundcheck needed for acoustic performances

Maintenance/Clean Up Plan

Contact: Gretchen Bray 512-940-3798

Event Cleanup

- · Dedicated waste management team
- 8 Yard Roller Bin will be added to immediate area (refer to eff premises site plan)
- · Daily onsite litter sweeps & trash removal
- · Daily offsite cleaning sweeps of parking area
- · Will utilize heavy duty bags for trash
- 10 portable toilets & 2 washing stations onsite (refer to the on-premises site plan)
- Portable toilets and washing stations will be serviced 2-3 times per week as needed

Post Event Cleanup (Nov 1-7)

- · Remove all trash
- Remove Roller Bin
- · Remove portable toilets and washing stations
- · Litter sweep on & off premises

Monitoring/Security & Neighborhood Notification

Contact: Christopher Durst 512-430-2208

Monitoring /Security

- Activity will be monitored via onsite security system
- Entrance/Exit Security Personnel & Crowd Control
- Personnel, signage and flag lines to direct attendees
- Police presence during peak weekend times, 12-4pm Sat & Sun
- · Operating agreement approved by The Friends of the Pound House Foundation
- Contact Betty Meyer or Echo Uribe at 512-858-2030

Neighborhood Notification:

- Once approved by the City, flyers will be distributed to neighbors within 500 feet of park itself, containing all
 event details, hours, amplified sound info, and with event owner contact information including names & cell
 phone numbers
- See flyer for approval on slide #6 and map of area for flyer to be distributed

*Please note: Jenny Pack has since resigned from her position at the Pound House. The updated point of contact at the Pound House is Echo Uribe and Betty Meyer - 512-858-2030

Dripping Springs Pumpkin Festival Neighborhood Letter

Date:

To: Neighbors within 500 feet of the Dr. Pound Farmstead and Founders Memorial Park

From: Dr. Pound Farmstead & Dripping Springs Pumpkin Fest, LLC.

Re: Notification of Dripping Springs Pumpkin Festival--A kids focused, family friendly event benefitting Friends of the Pound House Foundation

Hello Neighbors,

We are once again hosting a community event to drive donations and raise awareness for the Friends of the Pound House Foundation. The Dr. Pound Farmstead, the very root of Dripping Springs completed many repairs thanks to the generous donations from the community last year. We are excited for our 2nd year of the Dripping Springs Pumpkin Festival.

The Dripping Springs Pumpkin Festival will take place September 24 through Oct 31, 2022, from 10am – 7pm. We welcome you and your family to join us at any time during the event. A low volume, small range PA will be used for amplified sound during the operating hours of the event.

The City of Dripping Springs has issued a Special Event Permit for this event and requires that we notify properties within 500 feet of the Dr. Pound Farmstead and Founders Memorial Park.

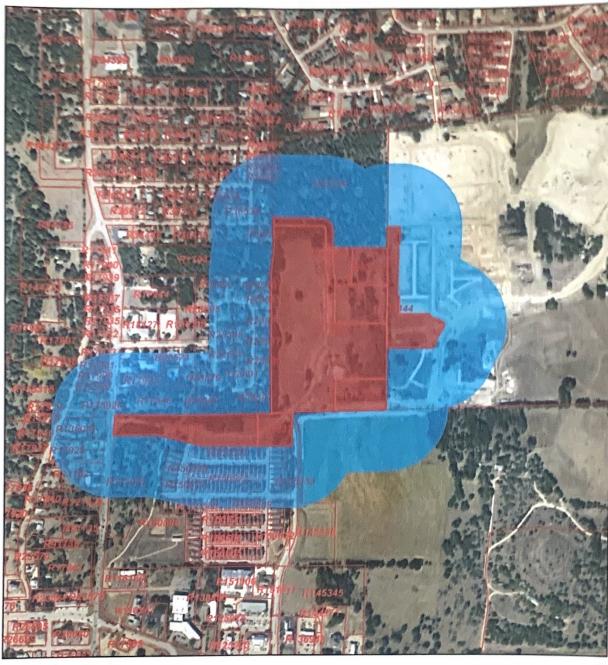
If you have any questions or concerns, or would like some complimentary passes, please contact Christopher Durst, Will Loconto, or Gretchen Bray at (512)430-2208.

We look forward to meeting you!

Sincerely,

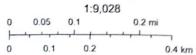
Christopher, Will & Gretchen The Dripping Springs Pumpkin Festival Team

Founders Memorial Park & Pound House Buffer 500'



8/24/2021, 3:16:31 PM

500 Foot Buffer Area
Subject Area
Parcel Lines



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From: <u>durst.chris@gmail.com</u>

To: sjanda@northhaysfire.com; gary.cutler@co.hays.texas.us; ron.hood@co.hays.tx.us;

info@northhayscountyesd1.org; Michelle Fischer

Cc: Caylie Houchin; info@phfmuseum.org; halbett13@aol.com; gretchen@drippingspringspumpkinfestival.com;

will@drippingspringspumpkinfestival.com

Subject: Notice of Event: Dripping Springs Pumpkin Festival, Sept 24-Oct 31, 2022

Date: Monday, May 16, 2022 7:48:37 PM

To Whom it May Concern,

Per the City of Dripping Springs event permit department, the Dripping Springs Pumpkin Festival has been informed that we are to notify you of our proposed event scheduled to take place from Sept 24- Oct 31, 10am-7pm Tues-Sun at the Dr Pound Historical Farmstead located at 419-B Founders Park Rd, Dripping Springs, TX, 78620 in Founders Memorial Park.

If there are any questions or concerns, please contact Christophe Durst, Will Loconto, or Gretchen Bray at 512-430-2208 or by email cdurst@drippingspringspumpkinfestival.com.

Respectfully, Christopher, Will & Gretchen

Traffic Plan

As requested by the Emergency Management Coordinator in 2021. After speaking with Constable Ron Hood the following plan had been determined as adequate to support a kids focused, community/charity event.

Weekdays - Tues-Fri:

During the work/school week, the event has a low attendance, as much of the festival activities happen during the weekend, therefore we don't expect anymore attendance than a sporting event or other park activity during the weekdays between the hours of 5pm- close. We will have our own employees assisting with parking and helping attendees with loading pumpkins.

Weekends - Sat-Sun:

During the weekends, there are festival-like activities and naturally higher attendance. During past events, peak times are between 12-4. In addition to our own employees assisting with parking and pumpkin assistance, we will hire (1) off duty officer, as suggested by Constable Ron Hood, to assist with traffic needs and parking while ensuring the safety of the community.

Additional Details

Food and Beverage Vendors:

5 food trucks + 1 concession stand & 1 wine vendor focused during the weekends, 10am-7pm

Market Vendors: 10 focused during the weekends, 10am-7pm

Vendors are confirmed once they obtain their permits from the City of Dripping Springs

Stage: Stage will be constructed using pallets and plywood less than 6 inches off the ground

Tents: All tents are 10x10 and at least 10 feet from one another

Animal tents: 30x30 & 20 x 20 Animal sheltering tents

Banners and signs: no banners or signs will be posted off premises

Notification of event email: Email was sent to to Hays County Sheriff's Dept., ESD #6 (Fire), ESD #1 (EMS), Hays

County Constable Ron Hood, CC'd Caylie Houchin.

Neighborhood Flyer: Flyer example on slide 6. Flyers will be mailed to neighbors within 500 feet of event once

permit is approved by the City of Dripping Springs

*** Large Tents are scheduled to be installed on September 23rd.

Item 5.

TEXAS ALCOHOLIC BEVERAGE COMMISSION 701639 RENEW G 721007 **EXPIRES 05/04/2023** WINERY PERMIT PRIVATE CARRIER'S PERMIT SOLARO ESTATE 13111 SILVER CREEK RD DRIPPING SPRINGS HAYS DRIPPING SPRINGS VINEYARD INC. EXECUTIVE DIRECTOR THIS PERMIT IS NOT TRANSFERABLE, MUST BE PUBLICLY DISPLAYED AT ALL TIMES AND USED ONLY IN THE PLACE OF BUSINESS INDICATED HEREON THE ACCEPTANCE HEREOF CONSTITUTES AN EXPRESS

AGREEMENT TO PERMIT ANY AUTHORIZED REPRESENTATIVE OF THE COMMISSION OR ANY PEACE OFFICER TO FREELY ENTER UPON PERMITE'S PREMISES TO PERFORM ANY DUTY IMPOSED UPON HIM.

From: Michelle Ciaccio

Sent: Tuesday, May 17, 2022 4:40 PM

To: Pound House Farmstead

Cc: Betty Meyer; Bray, Gretchen; Brian Engel; Christopher Durst; Echo Uribe; Joe Wright; Mandy Cook;

Michelle Fischer

Subject: Re: Founders Park Annual Pumpkin Patch Event

Hello!

I've spoke with all the sports, Dsysa has no problems with the pumpkin patch and sharing the parking space. I'm attaching my cell number in case you need anything from us.

We look forward to attending!

Thanks, Michelle Ciaccio DSYSA President 512-820-1104 cell

On Tue, May 17, 2022 at 1:36 PM Pound House Farmstead < info@phfmuseum.org > wrote: Hi Michelle,

Just following up on what Chris shared. We did not have a formal agreement drafted because the City said a simple email from DSYSA would suffice. I'm happy to draft an agreement if you'd prefer to have something in writing. I believe the Pumpkin Fest is ready to submit their permit application to the City and this the final piece they are waiting on.

Feel free to call me if you have any questions- 562-682-7909

Thank you so much!

On Fri, May 13, 2022 at 12:16 PM Michelle Ciaccio <<u>president@dsysa.org</u>> wrote: Hi Jenny,

Thanks for reaching out. Can you send me what agreement you had last year. I took over as President in November, I'm not aware of what the previous agreement looked like. We will be in touch with you after I gather all the information from our sports who use the park in the Fall. I look forward to working with you and I'm a proud pumpkin patch supporter!

Thanks, Michelle Ciaccio DSYSA President

On Fri, May 13, 2022 at 10:40 AM Pound House Farmstead < info@phfmuseum.org > wrote: Good Morning Lovely DSYSA!

We are in the process of planning (and permitting) the return of the Dripping Springs Pumpkin Patch event on the Pound House grounds this Fall. The City requires that we secure a letter of agreement from DSYSA to share the parking lots at Founders for the 5 weeks the event is taking place. The dates are <u>25 September</u> - 31 October 2022.

Representatives of the Pound House and the Dripping Springs Pumpkin Patch would be happy to meet with y'all to discuss any needs or concerns. We have a lot more lead time for planning this year:) If you would kindly let us know whether you are amenable to the same arrangement as last year, we would appreciate it. If you wouldn't mind CC'ing everyone included on this email when you furnish the letter, it would be much appreciated.

Thanks so much, Jenny Pack

Dr. Pound Historical Farmstead <u>570 Founders Park Road</u> PO Box 1150 Dripping Springs, TX 78620 (<u>512</u>) 858-2030 <u>drpoundfarmstead.org</u>

Dr. Pound Historical Farmstead <u>570 Founders Park Road</u> PO Box 1150 Dripping Springs, TX 78620 (<u>512</u>).858-2030 drpoundfarmstead.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy/ies) must have ADDITIONAL INSURED provisions or be endorsed.

this certificate does not confer rights		4	CONTA NAME:						
ast Main Street Insurance Services, Inc.			PHONE	(500)	477-6521	FAX (A/C, No):			
/ill Maddux			(A/C, No E-MAIL		eeventhelper				
O Box 1298			ADDRE	33,				NAIC#	
Grass Valley CA 95945			RA: Evansto		Company		35378		
NSURED CA 95945					n insurance	Company		000.0	
			INSURE	RB:					
Dripping Springs Pumpkin Fest, LLC. Christopher Durst				INSURER C : INSURER D :					
LAKEWAY		TX 78734	INSURE	RF:					
THIS IS TO CERTIFY THAT THE POLICIES	OF IN	EMENT, TERM OR CONDITIO	N OF AN	Y CONTRACT	OR OTHER	DOCUMENT WITH RESPE	CT TO V	WHICH IH	
CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	POLIC	IES. LIMITS SHOWN MAY HAV	E BEEN F	REDUCED BY	PAID CLAIMS	D HEREIN IS SUBJECT TO	J ALL I	HE TERM	
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GEN'L AGGREGATE LIMIT APPLIES PER:				12:01 AM	12:01 AM	GENERAL AGGREGATE	\$ 2,00	00,000	
POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,00	00,000	
OTHER:						Deductible	\$ 1,00	0	
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AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE						EL EACH ACCIDENT	s	1000	
OFFICER/MEMBER EXCLUDED?	N/A					EL DISEASE - EA EMPLOYEE			
(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						EL DISEASE - POLICY LIMIT			
DESCRIPTION OF OPERATIONS below		The state of the s			-0,000	EL DISEASE - POLICI LIMIT	3		
SCRIPTION OF OPERATIONS/LOCATIONS/VEHICI rtificate holder listed below is named as a endance: 1500, Event Type: Pumpkin Par	ddition				e space is require	ed)			
ERTIFICATE HOLDER			CANC	ELLATION				- 6-5	
Friends of the Pound House	Founda	ation	ACC	EXPIRATION ORDANCE WI	THE POLICE	ESCRIBED POLICIES BE C EREOF, NOTICE WILL CY PROVISIONS.	ANCELL BE DEL	ED BEFOR	
Dr Pound Historical Farmstead 419 Founders Park Rd Dripping Springs TX 78620			AUTHORIZED REPRESENTATIVE Will Maddings						



COMMERCIAL GENERAL LIABILITY POLICY NUMBER:

3DS5473-M2405812

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part. by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II - Who Is An Insured:
 - 1. In the performance of your ongoing operations; or
 - 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

MEGL 2217 01 19

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Page 1 of 2

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (M	
06/0	1

Item 5.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

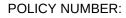
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

ti	nis certificate does not confer rights	to the	cert	ificate holder in lieu of si).			
PRC	DUCER				CONTA NAME:	will iviau	dux			
East Main Street Insurance Services, Inc.			PHONE (A/C, No, Ext): (530) 477-6521 FAX (A/C, No):							
Wi	II Maddux				E-MAIL ADDRE	ss: info@the	eeventhelper.	com		
PC) Box 1298					INS	URER(S) AFFOR	RDING COVERAGE		NAIC #
Grass Valley CA 95945			INSURE	RA: Evansto	n Insurance	Company		35378		
INSURED			INSURE	RB:						
	Dripping Springs Pumpkin F	est, L	LC.		INSURE	RC:				
	Christopher Durst				INSURE	RD:				
402 TEAL ST					INSURE	RE:				
	LAKEWAY			TX 78734	INSURE	RF:				
СО	VERAGES CEF	RTIFIC	CATE	NUMBER:				REVISION NUMBER:		
II C	COVERAGES CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								WHICH THIS	
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIN	ITS	
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	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGO	\$ 2,0	000,000
	OTHER:							Deductible	\$ 1,0	000
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
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					THE	EXPIRATION	N DATE THE	ESCRIBED POLICIES BE EREOF, NOTICE WILL LY PROVISIONS.		
	City of Dripping Springs 419 Founders Park Rd Pripping Springs			TY 78620	AUTHO	RIZED REPRESE		1 Maddws		

Dripping Springs

TX 78620

Item 5.





EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of Dripping Springs 419 Founders Park Rd Dripping Springs, TX 78620

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II – Who Is An Insured:
 - 1. In the performance of your ongoing operations; or
 - 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is add Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

Form 205 (Revised 05/11)

Submit in duplicate to: Secretary of State P.O. Box 13697 Austin, TX 78711-3697 512 463-5555

FAX: 512 463-5709



Certificate of Formation Limited Liability Company

This space reserved for office use.

State Country Zip Code

Filing Fee: \$300		
	Article 1 – Entity Name and	Туре
The filing entity being forme	ed is a limited liability company. T	he name of the entity is:
Dripping Sy	orings Pumpkin, ited liability company," of "limited company," of the liability company, "of the liability company," of the liability company," of the liability company, "of the liability company, "of the liability company," of the liability company, "of the liabi	Fost, LLC
The name must contain the words "lin	ited liability company, "limited company," o	or an abbreviation of one of these phrases.
	cle 2 – Registered Agent and Reginstructions. Select and complete either A or E	
A. The initial registered	agent is an organization (cannot be en	ntity named above) by the name of:
OR		
B. The initial registered	agent is an individual resident of the	he state whose name is set forth below:
Christopher	M.I. Last Name	
First Name	M.I. Last Name	Suffix
C. The business address of the	he registered agent and the register	ed office address is:
402 Teal	Lakeway	TX 78734 State Zip Code
Street Address	City	State Zip Code
(Select and comple	Article 3—Governing Authorite either A or B and provide the name and add	ority dress of each governing person.)
A. The limited liability of manager are set forth below.	company will have managers. The i	name and address of each initial
B. The limited liability of	company will not have managers.	The company will be governed by its
members, and the name and a	address of each initial member are	set forth below.
GOVERNING PERSON 1		1.
NAME (Enter the name of either an indivi	dual or an organization, but not both.)	
IF INDIVIDUAL	Duch	
Eirst Name	M.I. Last Name	Suffix
OR	11.1.	311/1.1
IF ORGANIZATION		
Organization Name		
ADDRESS	Calculay	TX 7.2134
402 Teal	Captury	17 (01)1

Form 205

Street or Mailing Address

City

GOVERNING PERSON 2		
NAME (Enter the name of either an individual or a IF INDIVIDUAL	an organization, but not both.)	
Gretchen	Bray	
First Name OR	M.I. Last Name	Suffix
IF ORGANIZATION		
Organization Name		
ADDRESS	11	TV 70734
402 Tral	City	State Country Zip Code
Street or Mailing Address	City	Sidie County Zip Code
GOVERNING PERSON 3		
NAME (Enter the name of either an individual or a	an organization, but not both.)	
Will	Locor	ito
First Name	M.I. Last Name	Suffix
OR IF ORGANIZATION		
IF ORGANIZATION		
Organization Name ADDRESS		
6800 Cardill Lear	Arstin	74 78738
Street or Mailing Address	City	State Country Zip Code

Article 4 - Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

Supplemental Provisions/Information

1/3 ownershi	p - Christopher Durst	
1/3 amersh	p - Gretchen Bray	
	- Will Locanto	
(3 Coner on.		

Form 205

Organizer

The name and address of the organizer:		
1		
Christopher Dur	St	
Name		
102 Tral	Coluna	TX 78734
Street or Mailing Address	City	State Zip Code
Effective	eness of Filing (Select either A, B, or C.)	
A. This document becomes effective	e when the document is filed by the	secretary of state.
B. This document becomes effective	e at a later date, which is not more t	han ninety (90) days from
the date of signing. The delayed effects	ive date is:	
C. This document takes effect upon	the occurrence of the future event of	or fact, other than the
passage of time. The 90th day after the		
The following event or fact will cause t	the document to take effect in the m	anner described below:
	Execution	
The undersigned affirms that the pe appointment. The undersigned signs the	erson designated as registered ag	ent has consented to the
submission of a materially false or frauc	dulent instrument and certifies unde	er penalty of perjury that the
undersigned is authorized to execute the		1 7 1 7 7
	\cap	
Date: 08 12 21		
1	1 ch	
	Signature of organizer	
	Christopher	Durst
	D' 1 1 - 1 C - 1 C	

Form 205



13 May 2022

Friends of the Pound House Foundation P.O. Box 1150 Dripping Springs, Texas 78620

City of Dripping Springs

Caylie Houchin

511 Mercer Street

Dripping Springs, Texas 78620

Dear Ms. Houchin,

Please accept this letter as notification that the Friends of the Pound House Foundation has a formal use agreement together with the Dripping Springs Pumpkin Fest for their event, dated 24 September to 31 October, 2022. We have approved the use of our grounds with the understanding that DSPF will complete all necessary permitting, provide sufficient insurance and follow all guidelines as stipulated by the City and ourselves. Please contact me, should you have any questions.

Thank you,

Jenny Pack

Jenny Pack

Executive Director

Use Agreement

This Use Agreement (the "Agreement") is made this February 1, 2022 between:

- (1) Dripping Springs Pumpkin Fest, LLC, a Texas limited liability company with a mailing address of 402 Teal, Lakeway, TX 78734 (DSPF); and
- (2) Friends of the Pound House Foundation, with a mailing address of 419-B Founders Park Road, Dripping Springs, TX 78620 (FPHF)

I. Recitals

- A. FPHF is a registered non-profit organization in good standing whose purpose is to protect, preserve, and develop the Dr. Pound Farmstead Museum and grounds for the use, education, enjoyment, and benefit of present and future generations.
- B. DSPF is a registered limited liability company whose purpose is the production of a family-friendly, fall festival titled the "Dripping Springs Pumpkin Festival," which will feature seasonal decorations, photo opportunities, face painting, balloon twisting, live music, pony rides, petting zoo, trackless train rides, games and activities, hay maze and pyramid, seasonal vendors, licensed food trucks and other attractions commonly associated with fall festivals and/or pumpkin patches, as well as the sale of pumpkins gourds and concessions.
- C. The FPHF is located at 419-B Founders Park Road, Dripping Springs, TX 78620.
- D. The parties wish to enter into an agreement by which DSPF will be permitted the use of the FPHF grounds for its annual Pumpkin Festival celebration in accordance with the terms and conditions set forth herein. FPHF will provide a staging area/specified storage space for the use of DSPF. All other buildings are prohibited for the use of the DSPF event.
- E. FPHF maintains the right to oversee the operation of DSPF and to approve the use of its grounds, approval of which will not be unreasonably withheld.

II. Agreement

Now, Therefore, in consideration of the mutual promises and covenants provided herein, the parties agree as follows:

A. Term of Agreement

- DSPF shall host and operate the Dripping Springs Pumpkin Festival on the FPHF grounds for six weeks beginning on the Friday preceding the last week of September and ending on the Sunday following the first week of November.
- 2. DSPF shall host and operate the Dripping Springs Pumpkin Festival on the FPHF grounds during the same seasonal period for four consecutive years beginning in 2022 unless this agreement is terminated as provided herein.
- 3. Either DSPF or FPHF may terminate this agreement by notice in writing to the other if the other party commits a material breach of this Agreement which is incapable of remedy or, where remediable, is not remedied within 15 calendar days of being given notice to do.

B. Schedule of Donations

For each year in which the Dripping Springs Pumpkin Festival operates, DSPF shall donate a total of twenty thousand dollars (\$20,000) to FPHF for the outdoor use of FPHF grounds to host the Dripping Springs Pumpkin Festival over the following schedule:

October 8: \$2,500 with match of \$2,500 (2-4 weeks later) for total of \$5,000;

October 15: \$2,500 with match of \$2,500 (2-4 weeks later) for total of \$5,000;

October 22: \$2,500 with match of \$2,500 (2-4 weeks later) for total of \$5,000;

November 9: \$2,500 with match of \$2,500 (2-4 weeks later) for total of \$5,000.

In addition, credit card or cash donations offered at the entrance and/or exit will be donated to FPHF.

C. Duties of DSPF

1. Upon the conclusion of the Dripping Springs Pumpkin Festival, DSPF shall clear the grounds of all pumpkins, trash, corn, and other debris. Any left-over straw must be either spread to a layer of no more than 1 inch thick or raked up and removed in order to preserve the natural grasses and landscaping.

- 2. DSPF shall obtain and secure any and all permits that may be required to legally and safely operated the Dripping Springs Pumpkin Festival.
- 3. DSPF shall obtain a one-million-dollar special events insurance policy for the duration of the Dripping Springs Pumpkin Festival and provide a Certificate of Insurance, listing FPHF as a third-party insured.
- 4. DSPF shall reimburse FPHF for the cost in excess of \$500 for electricity used during the operation of the Dripping Springs Pumpkin Festival.
- 5. DSPF shall provide an appropriate number of porta-johns as the restrooms of the FPHF will be closed to the public.
- DSPF shall manage vehicular traffic and keep all vehicular traffic to designated/marked areas on the premises to minimize impact to old growth trees and landscape within grounds.
- 7. DSPF shall post signage where necessary to prevent access to or misuse of trees, fences, structures, and artifacts to help preserve the FPHF property.
- 8. DSPF shall monitor the attendees to ensure that they conduct themselves consistent with safety to others and to the FPHF property.

D. Miscellaneous Provisions

- 1. Reservation of Right to Operate: FPHF reserves the right to operate the museum and/or host special tours simultaneously with the Pumpkin Fest.
- 2. *Indemnification:* Except under situations involving gross negligence, willful and wanton conduct or bad faith on the part of FPHF, DSPF agrees to indemnify and hold FPHF harmless against any and all liabilities, including judgments, costs, and reasonable attorney's fees for anything arising out of the operation of the Dripping Springs Pumpkin Festival.
- 3. Force Majeure: Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to the following causes: acts of God, riots, war, terrorist attack, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire explosion, generalized lack of

availability of raw materials or energy. Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss; (b) changes in market prices or conditions; (c) a party's financial inability to perform its obligations hereunder.

- 4. Binding Effect and Non-Assignability of Agreement: This Agreement shall be binding upon and inure solely to the benefit of the parties. This Agreement is not assignable by either party to any other person or entity without the written consent of the other party.
- Modification: This is the entire agreement of the parties and supersedes all prior negotiations and understandings. Any modification to the terms of this Agreement must be in writing and signed by the parties to this Agreement.
- Governing Law: This Agreement is governed by and shall be construed in accordance with the laws of the state of Texas.
- 7. Notices: All notices in connection with this Agreement shall be in writing and shall be considered given as follows:

When delivered personally to the recipient's address as stated in this Agreement; or Five (5) days after being sent by certified mail in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Agreed and Accepted by:

Signature:

For Dripping Springs Pumpkin Fest, LLC

0

Christopher Durst, Member

Rotty Mover Preside

For Friends of the Pound House Foundation

02/02/22

02/02/22

O. Box 384 X 78620	CASH RECEIPT Received From	Date Of	12/3 mpl	013438 en Fest 013438
Street / P. Springs, T. 2-858-472	For Pung	anfest /Sp	ecial	Event Penit
511 Mercer S Dripping S	ACCOUNT	HOW PAID		Oct 1018
512	AMT. OF ACCOUNT	CASH		
-	AMT. PAID	(CHECK) 200 -	By	AM
	BALANCE DUE	MONEY ORDER CREDIT CARD	БУ	, •

DRIPPING SPRINGS PUMPKIN FEST 402 TEAL LAKEWAY, TX 78734-4347	1018
, D	37-65/1119 6529 ATE 5-16-22
PAY TO THE CHU OF Dripping Springs	\$ 2000
Wells Fargo Bank, N.A. Texas Texas Texas	DOLLARS T Security Features on Charles on Ch
FOR Bond	
"0000001018" "1111900659" 7207290367"	