



PARKS & RECREATION COMMISSION REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Monday, April 04, 2022 at 6:00 PM

Agenda

CALL TO ORDER AND ROLL CALL

Commission Members

Eric Russell, Chair
Eric Henline, Vice Chair
Hope Boatright
Kristy Caldwell
Dustin Cloutier
Matthew Fougerat
Paul Fushille
Tara Satine

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer
City Treasurer Shawn Cox
City Secretary Andrea Cunningham
Aquatics & Programming Manager Mack Rusick
Maintenance Director Craig Rice
Parks Planning Consultant Brent Luck
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 February 7, 2022, Parks & Recreation Commission regular meeting minutes.**

- 2. Discuss and consider approval of the March 7, 2022, Parks & Recreation Commission regular meeting minutes.**

BUSINESS

- 3. Discuss and consider a recommendation of approval for a License Agreement between the City of Dripping Springs and Pound House Farmstead to Allow A Sign on City property within Founders Memorial Park.**
- 4. Discuss and consider approval of the proposed Master Parks & Open Space Plan for Village Grove, 112.29 acres at Mokhtarian and surrounding tracts on the east end of Sports Park Road and Sports and Recreation Park and south of 290 as it relates to the review of the Planned Development District Ordinance. Applicant: Matthew Scrivener, P.E., Austin Land Innovations, LLC.; Cynthia McCalmont, Landscape Architect, SEC Planning, LLC**
 - a. Applicant Presentation
 - b. Staff Report
 - c. Master Parks & Open Space Plan
- 5. Discuss and consider possible action regarding the Fiscal Year 2023 Parks & Recreation Commission budget recommendation.**

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.

- 6. Charro Ranch Park Committee**
Commissioners Paul Fushille and Matt Fougerat
- 7. Dripping Springs Ranch Park Committee**
Commissioner Hope Boatright
- 8. Founders Memorial Park Committee**
Commissioner Eric Henline
- 9. Rathgeber Park Committee**
Commissioners Kristy Caldwell, Paul Fushille and Matthew Fougerat
- 10. Sports & Recreation Park Committee**
Commissioners Dustin Cloutier and Tara Satine
- 11. 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

May 2, 2022, at 6:00 p.m.

June 6, 2022, at 6:00 p.m.

July 18, 2022, at 6:00 p.m.

City Council Meetings

April 5, 2022, at 6:00 p.m.

April 19, 2022, at 6:00 p.m.

May 3, 2022, at 6:00 p.m.

May 17, 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 **April 1, 2022, at 1:00 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, February 07, 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 6:02 p.m.

Commission Members present were:

Eric Russell, Chair
Eric Henline, Vice Chair
Kristy Caldwell
Matthew Fougerat
Paul Fushille

Commission Members absent were:

Wade King
Tara Satine
Matthew Zarbaugh

Staff, Consultants & Appointed/Elected Officials present were:

Parks & Community Services Director Kelly Schmidt
Programs & Aquatics Manager Mack Rusick

PRESENTATION OF CITIZENS

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No one spoke during Presentation of Citizens.

MINUTES

1. **Discuss and consider approval of the December 6, 2021, Parks & Recreation Commission regular meeting minutes.**

A motion was made by Commissioner Caldwell to approve the December 6, 2021, Parks & Recreation Commission regular meeting minutes. Commissioner Fougerat seconded the motion which carried unanimously 5 to 0.

BUSINESS

2. **Discuss and consider recommendation regarding a Use Agreement between the City of Dripping Springs and Tiger Splash TAAF Swim Team related to use of the Founders Memorial Park Pool for the 2022 swim season. Sponsor: Council Member King.**

Kelly Schmidt presented the staff report which is on file. Staff recommends approval of the agreement.

A motion was made by Vice Chair Henline to recommend City Council approval of a Use Agreement between the City of Dripping Springs and Tiger Splash TAAF Swim Team related to use of the Founders Memorial Park Pool for the 2022 swim season, with an additional five-percent (5%) discount. Commissioner Caldwell seconded the motion which carried unanimously 5 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.

Report is on file and available for review upon request.

3. **Parks & Community Services' 2021 Annual Report**
Kelly Schmidt, Parks & Community Services 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.

There were no committee updates presented.

4. **Charro Ranch Park Committee**
Commissioners Paul Fushille and Matt Fougerat
5. **Dripping Springs Ranch Park Committee**
Commissioners Wade King and Matthew Zarbaugh
6. **Founders Memorial Park Committee**
Commissioner Eric Henline

7. Rathgeber Park Committee

Commissioners Kristy Caldwell, Paul Fushille and Matthew Fougerat

8. Sports & Recreation Park Committee

Commissioners Eric Russell and Tara Satine

9. 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.

The Commission did not meet in Executive Session.

UPCOMING MEETINGS**Parks & Recreation Meetings**

March 7, 2022, at 6:00 p.m.

April 4, 2022, at 6:00 p.m.

May 2, 2022, at 6:00 p.m.

City Council Meetings

February 8, 2022, at 5:00 p.m. (Waivers)

February 15, 2022, at 6:00 p.m. (CC)

February 22, 2022, at 5:00 p.m. (Waivers)

ADJOURN

Via unanimous consent, this regular meeting adjourned at 7:30 p.m.



PARKS & RECREATION COMMISSION REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping
Springs, TX

Monday, March 07, 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 6:01 p.m.

Commission Members present were:

Eric Russell, Chair
Eric Henline, Vice Chair
Hope Boatright
Kristy Caldwell (arrived at 6:05 p.m.)
Dustin Cloutier
Matthew Fougerat (arrived at 6:02 p.m.)
Paul Fushille

Commission Member absent was:

Tara Satine

Staff, Consultants & Appointed/Elected Officials

City Treasurer Shawn Cox
City Secretary Andrea Cunningham
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 February 24, 2022, Parks & Recreation Commission special meeting minutes.**

A motion was made by Vice Chair Henline to approve the February 24, 2022, Parks & Recreation Commission special meeting minutes. Commissioner Boatright seconded the motion which carried unanimously 6 to 0.

BUSINESS

2. **Discuss and consider a recommendation regarding Grant Donation Agreement related to funding for a Native Propagation Nursery to be installed at Charro Ranch Park.**

Weston Kirk presented the item.

Chair Russell presented the staff report which is on file. Staff recommends approval of the agreement.

A motion was made by Commissioner Fougerat to recommend City Council approval of a Grant Donation Agreement related to funding for a Native Propagation Nursery to be installed at Charro Ranch Park. Commissioner Fushille seconded the motion which carried unanimously 7 to 0.

3. **Presentation, discussion and possible action regarding the Parks & Recreation Commission Fiscal Year 2023 budget recommendations.**

Shawn Cox presented the staff report which is on file.

Via unanimous consent, Vice Chair Henline and Commissioners Cloutier and Fushille will work with staff to development Commission recommendations.

4. **Discuss and consider the Appointment of Commissioners to the following Parks & Recreation Committees:**

Via unanimous consent, Vice Chair Russell was replaced with Commissioner Cloutier on the Sports & Recreation Park Committee.

a. Dripping Springs Ranch Park Committee – Via unanimous consent, Commissioner Boatright was appointed to the DSRP Committee.

b. Veterans Park Committee – No action was taken.

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.

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.

5. Charro Ranch Park Committee

Commissioners Paul Fushille and Matt Fougerat

No report at this time.

6. Dripping Springs Ranch Park Committee

Craig Rice reported that the city is working on bid phasing for the DSRP Parking Lot Striping Project.

7. Founders Memorial Park Committee

Commissioner Eric Henline

No report at this time.

8. Rathgeber Park Committee

Commissioners Kristy Caldwell, Paul Fushille and Matthew Fougerat

No report at this time.

9. Sports & Recreation Park Committee

Commissioners Eric Russell and Tara Satine

Craig Rice reported that the city is working on the lighting plan for the park.

10. Veterans Memorial Park Committee

No report at this time.

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 Commission Meetings

April 4, 2022, at 6:00 p.m.

May 2, 2022, at 6:00 p.m.
June 6, 2022, at 6:00 p.m.

City Council Meetings

March 15, 2022, at 6:00 p.m.
April 5, 2022, at 6:00 p.m.
April 19, 2022, at 6:00 p.m.

ADJOURN

A motion was made by Vice Chair Henline to adjourn the meeting. Commissioner Caldwell seconded the motion which carried unanimously 7 to 0.

This regular meeting adjourned at 6:57 p.m.



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

Submitted By: Michelle Fischer, City Administrator

Council Meeting Date: April 5, 2022

Agenda Item Wording: **Approval of a License Agreement between the City of Dripping Springs and Pound House Farmstead to Allow A Sign on City property within Founders Memorial Park.**

Agenda Item Requestor: Jenny Pack, Executive Director, Dr. Pound Farmstead

Summary/Background: The Dr. Pound Farmstead would like to build a monument identification sign just outside their fence within Founders Memorial Park. The City may authorize the construction and maintenance of the sign through a License Agreement. The sign compliments the approved designs in the city's Master Sign Plan for Parks.

The License Agreement requires the Dr. Pound Farmstead to maintain liability insurance for its activities in the licensed areas. The licensee will pay an annual license fee of \$10.00. The city can terminate the license with 60 days notice if it needs the property for a use that is incompatible with the sign.

Commission Recommendations: The Parks & Recreation will consider a recommendation in the License Agreement at its April 4th meeting. Their recommendation will be reported to City Council.

Recommended Council Actions: Staff recommends that the City Council approve the License Agreement.

Attachments: License Agreement

Next Steps/Schedule: Execute agreement and approve sign permit application, if approved.

LICENSE AGREEMENT

This License Agreement (the "Agreement") is made and entered into on the ____ day of _____, 2022 (the "Effective Date") by and between **CITY OF DRIPPING SPRINGS**, a Texas Type A, General-Law municipal corporation, situated in Hays County, Texas ("Licensor") and **POUND HOUSE FARMSTEAD** ("Licensee").

RECITALS:

WHEREAS, Licensor owns certain real property in Hays County, Texas, comprised of the Founders Memorial Park on Founders Park Road, ("License Area") placed as shown in Exhibit "A"; and

WHEREAS, Licensee wishes to place a sign ("Sign") designed to inform the public of the Dr. Pound Historical Farmstead location on the property and with a sign as designed in Exhibit "B"; and

WHEREAS, Licensee and Licensor have agreed that Licensee may install, place, and maintain the Sign on the License Area, on the terms and conditions set forth below; and

NOW, THEREFORE, the parties have agreed as follows:

1. **Grant of License:** Licensor hereby grants to Licensee the exclusive right, privilege, and permission to enter on, over, and across the License Area for the purposes of constructing, installing, operating, maintaining, replacing, upgrading, repairing, and removing the Sign as approved by Licensor within the License Area.
2. **Consideration:** In consideration for this License, Licensee agrees to construct the Sign in a good and workmanlike manner and to maintain the Sign in good condition. Licensee will also remit to Licensor a License Fee in the amount of ten dollars (\$10.00) per year.
3. **Right of Assignment:** Licensee shall not assign, sublet or transfer its interest in this Agreement without Licensor's written consent. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the Licensor a copy of any such assignment or transfer of Licensee's right in this Agreement, including the name, date, address, and contact person.
4. **Insurance:** Licensee shall at all times maintain liability coverage in the amount of one million dollars (\$1,000,000.00) covering Licensee's activities within the License Area.
5. **Term and Termination:** The term of this Agreement shall begin upon execution of this Agreement, and shall continue for so long as Licensee or its assignee maintains the Sign within the License Area or until the Licensor needs the License Area for a use that is incompatible with the Sign. The Licensor shall give the Licensee sixty (60) days written notice prior to termination of this Agreement. Licensee may remove the Sign at any time after giving the Licensor a minimum of fourteen (14) days written notice. The parties

hereto agree that Licensee, its successors and permitted assigns shall continue to exercise the rights and privileges set forth in this License if Licensee maintains the Sign in good condition as required and pursuant to the default clause in paragraph 7 until such time as the Agreement is terminated.

6. **Title of Licensor:** Licensee acknowledges the legal title of Licensor to the License Area and agrees to never deny this title or to claim title in Licensee's name.
7. **Licensor's Rights:** The Licensee's right to use the Licensed Area as provided in this Agreement is expressly subject and subordinate to the present and future right of the Licensor to construct, install, establish, maintain, use, operate, and renew any public facilities, roadways or streets, and related appurtenances on, beneath, or above the Licensed Area. The Licensor shall take reasonable measures to prevent damage to or removal of the Improvements. Nothing in this Agreement shall be construed to limit in any way the power of the Licensor to widen, alter, or improve the utility lines or other improvements on the surface of the Licensee's Property, including alteration to or removal of the Improvements, pursuant to official action by the Licensor's governing body or designated representative; provided, however, that the Licensor shall provide the Licensee with at least thirty (30) days prior written notice to any such contemplated action unless alteration, improvement, or maintenance of the utility or improvements is needed to be done in a shorter time period to protect the health and safety of the residents or is otherwise required by an emergency situation.
8. **Waiver and Release:** Licensee hereby waives and releases any claims Licensee may have against Licensor, its successors and assigns for all fines, suits, claims, demands, losses, liabilities, actions and costs, including court costs and attorneys' fees (collectively, "Damages") arising out of Licensee's use of the License Area. By entering into this License, neither the Licensor or Licensee waives, nor shall be deemed to waive, any rights, defenses, or immunities either may have under applicable law.
9. **Default:** In the event Licensee fails to maintain the License Area or otherwise comply with the terms and conditions of this Agreement, Licensor shall provide Licensee written notice thereof at the address set forth below. Licensee shall have seven (7) days from the date of receipt of such notice to take action to cure the alleged default and, if Licensee does not diligently pursue remediation of such alleged default with the seven (7) day period, Licensor may take action to cure the alleged default. If the damage or disrepair of the Sign are deemed by the Licensor (at the Licensor's sole discretion) to constitute an imminent hazard to pedestrian or vehicular safety, the Licensee shall remove or repair the Sign immediately. Failure to immediately cure or mitigate an imminent hazard to the satisfaction of the Licensor shall serve as grounds for termination of this License.
10. **Notices:** All of the requirements and provisions herein for notice shall have been met when such notice has been placed in writing and personally delivered, delivered by facsimile transmission, with proof of receipt, or sent certified United States mail, postage prepaid, return receipt requested to the respective parties hereto at the following addresses:

to Licensee at: Jenny Pack
Executive Director
 Pound House Farmstead
 419-B Founders Park Road
 P.O. Box 1150
 Dripping Springs, TX 78620

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

The date of receipt shall be the date of actual receipt of such notice if the notice is personally delivered or sent by facsimile transmission (provided that any facsimile transmission not sent on a business day, or sent after 5:00 p.m. on a business day, shall be deemed received on the next business day), or two (2) days after the postmark date, whichever is sooner. Either party may change the above addresses by notice to the other party.

9. **Entire Agreement:** This Agreement sets forth the entire understanding between the parties with respect to the use of the License Area for the purposes described herein, and no other statement, agreement or understanding, oral or written, will be recognized or enforced unless the same shall be in writing and signed by both parties subsequent to the date hereof.
10. **Governing Law:** This Agreement shall be governed by Texas law and all causes of action in connection herewith shall be maintained in proceedings filed in Hays County, Texas.
11. **Authority:** Licensor and Licensee each represent and warrant to the other that they have full authority to execute this Agreement and fulfill all of the terms and conditions hereof.
12. **License Only:** This Agreement creates only a license on the terms, and subject to the conditions herein set forth for use by Licensee for the limited purposes permitted herein. Licensee does not acquire any leasehold or other real property interest in the License Area.
13. **Public Dedication:** Any public dedications by Licensee or public acceptance by Licensor shall be by separate instrument. Continuing maintenance and fiscal guarantees shall comply with all City ordinances.
14. **Severability:** If any provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. **Binding Effect:** The terms, provisions and covenants contained in this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

Executed by Licensor and Licensee on the dates set forth below, to be effective on the Effective Date.

LICENSOR:

—LICENSEE:

The City of Dripping Springs

Pound House Farmstead

by: _____
Bill Foulds, Jr., Mayor

by: _____
Jenny Pack, Executive Director

date: _____

date: _____

EXHIBIT "A"





EXHIBIT "B" DESIGN OF SIGN

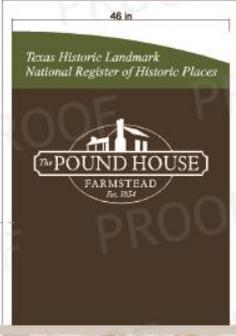
INV27992
Dr. Pound Farmstead Museum



CORPORATE HEADQUARTERS
1909 Ranch Road 620 South
Austin, Texas 78734
512.253.7445
Signs@stokesSignCompany.com

WESTLAKE LOCATION
2814 Bee Cave Road
Austin, Texas 78746
512.328.7266
Westlake@StokesSignCompany.com

FRONT



50 in
46 in

*Texas Historic Landmark
National Register of Historic Places*

The POUND HOUSE
FARMSTEAD
Est. 1854

BACK



62 in

SIDE



12 in
46 in

2" SQUARE TUNING
PAINTED DURO. BRONZE

LIMESTONE BASE



DIGITALLY PRINTED MAX METAL W/ VEHICLE LAMINATION



BEFORE INSTALLATION



AFTER INSTALLATION

**IMAGE MAY BE DISTORTED AND IS NOT TO SCALE. FOR GENERAL VISUALS ONLY.

COLOR: Duro Bronze

MATERIAL: Noted

QUANTITY: 1 Ea/5 Total

SINGLE SIDED

CONTACT: Sarah L. C. Smith

ARTIST: C. Smith

PROOF 1: 3.30.22 BS

PROOF 2:

PROOF 3:

Howdy! Please Read

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ANY DISCREPANCIES ARE YOUR (CLIENT'S) RESPONSIBILITY.

PAGE 1 OF 1

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

Date: 04.01.22
Project: Village Grove
City of Dripping Springs
Parkland Dedication Plan

MEMORANDUM

To: Howard Koontz, City of Dripping Springs City Planner
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 March 31, 2022. 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.

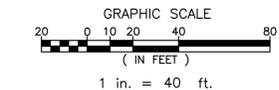
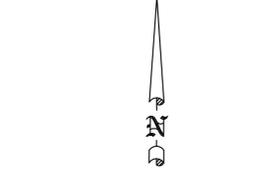
After review we have the following observations and recommendations:

1. At 511 proposed residential units, the amount of parkland required per ordinance is 22.22 acres.
2. A total of 30.91 acres of physical land is being dedicated to the City as public parkland as broken down below:
 - a. Public Parks – Total = 2.36 acres
 - b. Public Open Space = 16.27
 - c. Amenity Pond = 4.94 acres
 - d. Private Parkland = 7.34
3. The amount of parkland dedication acreage exceeds ordinance requirements by 8.69 acres.
4. The parkland development fee required by ordinance for the 511 acres is \$331,128. 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 surface is concrete.
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.
7. The edge treatment where the north-south minor collector interfaces with Dripping Springs Sports and Recreation Park needs to be discussed and vetted further, specifically in regards to:

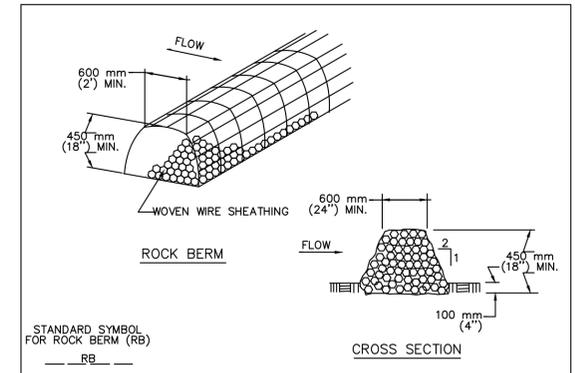
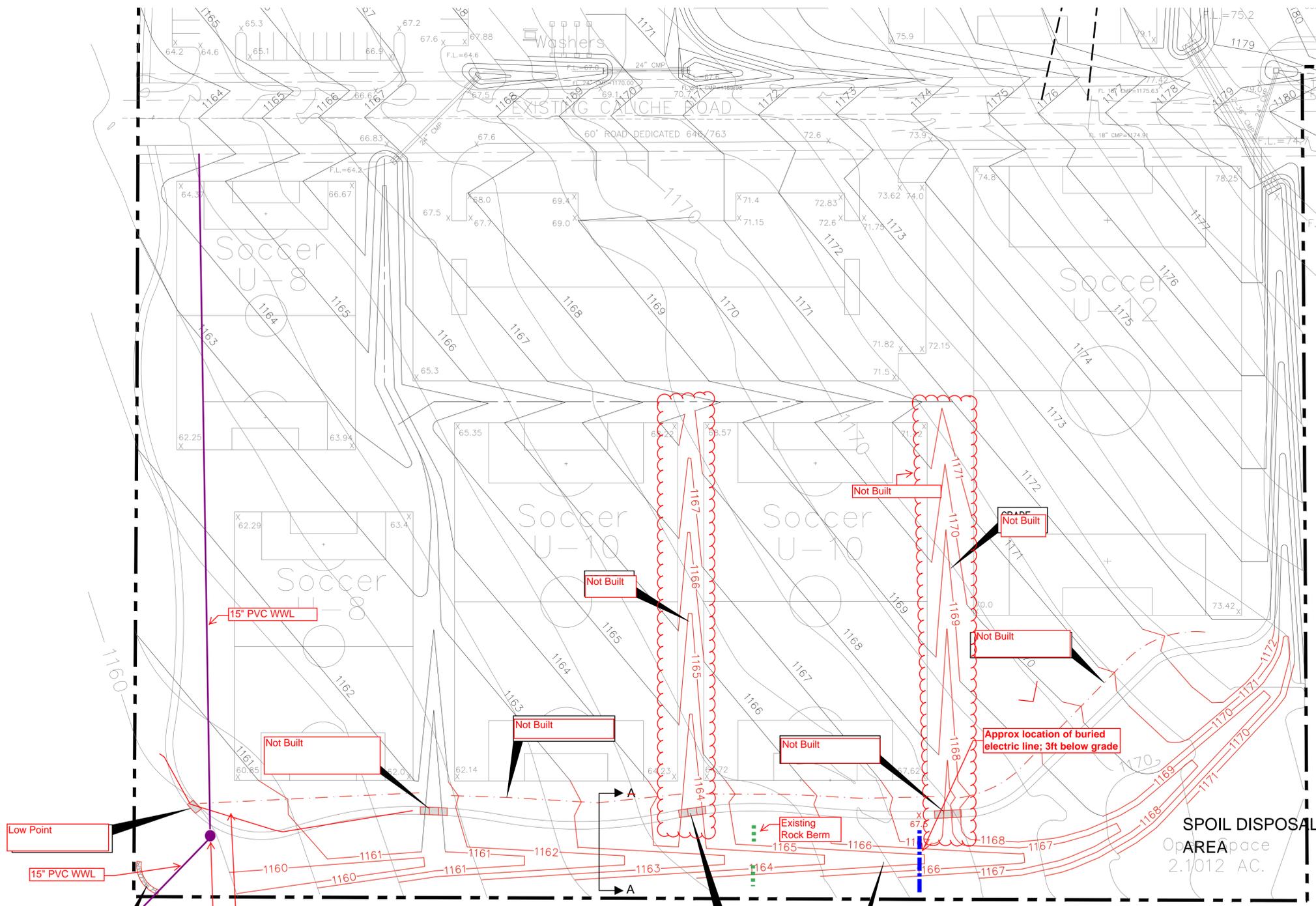
- a. Perimeter fencing and providing a barrier between soccer players and vehicular traffic along minor collector;
 - b. Extending the concrete trail along the north-south minor collector from the west amenity pond to Rob Shelton Blvd.;
 - c. Mitigating the existing drainage swale at the Sports Park where the north-south minor collector is proposed; see Exhibit A.
 - d. Mitigating the 2.1-acres of dedicated open space that is part of an agreement between Texas Parks and Wildlife and the City of Dripping Springs. The north-south minor collector goes through this open space area; See Exhibit B.
 - e. Sports lighting has been designed for the Sports Park soccer fields; a Phase 1 meter is located in the proposed north-south minor collector corridor and it will need to be relocated/redesigned, See Exhibit C.
-

Prepared By: Brent Luck

EXHIBIT A

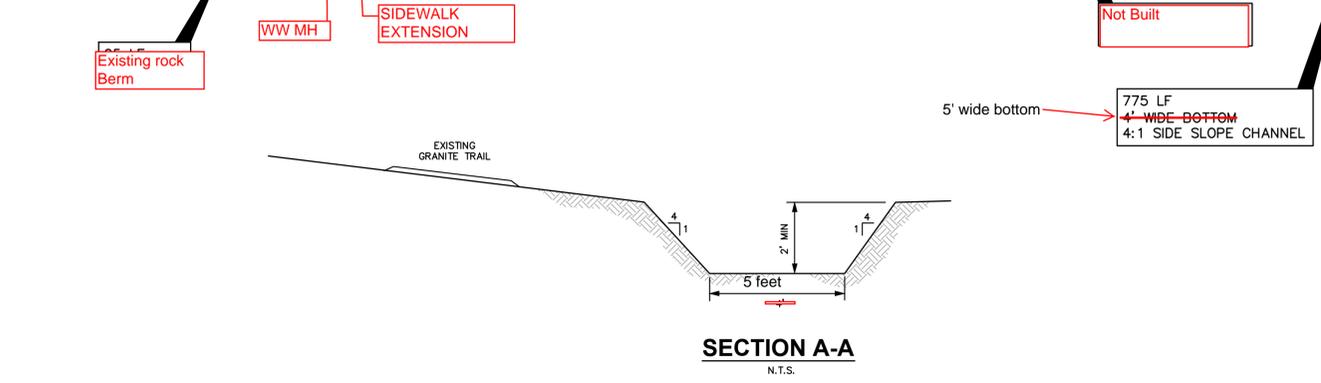


- NOTES:**
- EXISTING & PROPOSED GRADES ARE APPROXIMATE, BASED ON RECORD DRAWINGS.
 - NO IRRIGATION REQUIRED BY CONTRACTOR.



- NOTES:**
- USE ONLY OPEN GRADED ROCK 100 TO 200 mm (4 TO 8") DIAMETER FOR STREAM FLOW CONDITIONS. USE OPEN GRADED ROCK 75 TO 125 mm (3 TO 5") DIAMETER FOR OTHER CONDITIONS.
 - THE ROCK BERM SHALL BE SECURED WITH A WOVEN WIRE SHEATHING HAVING MAXIMUM 25 mm (1") OPENING AND MINIMUM WIRE DIAMETER OF 12.9 mm (20 GAUGE). ROCK BERMS IN CHANNEL APPLICATIONS SHALL BE ANCHORED FIRMLY INTO THE SUBSTRATE A MINIMUM OF 150 mm (6") WITH 1-POSTS OR WITH 15M OR 20M (#5 OR #6) REBAR, WITH MAXIMUM SPACING APART OF 1.2 m (48") ON CENTER.
 - THE ROCK BERM SHALL BE INSPECTED WEEKLY OR AFTER EACH RAIN, AND THE STONE AND/OR FABRIC CORE-WOVEN SHEATHING SHALL BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED, DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.
 - WHEN SILT REACHES A DEPTH EQUAL TO ONE-THIRD THE HEIGHT OF THE BERM OR 150 mm (6"), WHICHEVER IS LESS, THE SILT SHALL BE REMOVED AND DISPOSED OF ON AN APPROVED SITE AND IN A MANNER THAT WILL NOT CREATE A SILTATION PROBLEM.
 - DAILY INSPECTION SHALL BE MADE ON SEVERE-SERVICE ROCK BERMS; SILT SHALL BE REMOVED WHEN ACCUMULATION REACHES 150 mm (6").
 - WHEN THE SITE IS COMPLETELY STABILIZED THE BERM AND ACCUMULATED SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.

CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT		ROCK BERM	STANDARD NO.
RECORD COPY SIGNED BY J. PATRICK MURPHY	5/23/00 ADOPTED	THIS ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	639S-1



DRIPPING SPRINGS SPORTS & RECREATION PARK

DRAINAGE IMPROVEMENTS

DATE: 4-6-12

Sheet Number

1

SHT 1 OF 1

TEXAS RECREATION AND PARKS ACCOUNT AGREEMENT

(Revised August 31, 1995)

Project Name and Number: DRIPPING SPRINGS RECREATIONAL COMPLEX, PROJECT NUMBER 50-00162

Project Period: TPWD Approval Date to 02-28-2001

Total Project Cost: \$808,750.00

Approved State Funds: \$404,375.00

PROJECT DESCRIPTION (SCOPE):

The City of Dripping Springs will acquire by donation and develop 37 acre Recreational Complex to include a 2.1 acre open space dedication, baseball field, softball field, 4 soccer fields, volleyball court, playground, covered basketball court, ropes course, 1.1 mile trail, 4 horseshoe pits, 4 washer pitching pits, 22 picnic tables, 20 benches, wildscape garden, interpretive kiosk, xeriscaping, and signs.

Recreational Complex is located in the south area of the city off of RR 12.

Pre-agreement costs incurred from July 31, 1997 to the date of project approval in the amount not to exceed \$67,000.00 shall be allowable.

It is understood that a 2.1 acre open space dedication will be made prior to reimbursement for land.

For and in consideration of the mutual covenants and benefits hereof, the Texas Parks and Wildlife Department ("Department") and the "Sponsor" hereby contract with respect to the above described project as follows:

- 1. The Sponsor is obligated to adhere to all requirements established for the Texas Recreation and Parks Account Program including program guidelines set out at 31 TAC Sec. 61.132 - 61.137.
2. No work on the project by the Sponsor shall commence until written notice to proceed has been received from the Department.
3. The Sponsor shall furnish the Department an annual report for a period of five years following the project completion providing to the satisfaction of the Department information regarding present and anticipated use and development of the project site.
4. The Sponsor shall install and maintain at the project site a permanent fund acknowledgment sign as prescribed by the Department.
5. All utilities at the project site shall be underground and approved by the Department.
6. The General Provisions dated September 1994 attached hereto are hereby made part of this agreement
7. The Summary of Guidelines for Administration of Local Park Grant Assistance Projects dated September 1994 attached hereto is hereby made part of this agreement.
8. The Agreement is effective upon execution by the Department.

TEXAS PARKS AND WILDLIFE DEPARTMENT

CITY OF DRIPPING SPRINGS
POLITICAL SUBDIVISION (SPONSOR)

by [Signature]

by [Signature]

Tim Hogsett, Director, Recreation Grants Branch

Wayne E. Smith
Terry Garnett, Mayor

(Project Approval Date)

7-17-95
(Date)

TEXAS PARKS AND WILDLIFE DEPARTMENT
CERTIFICATE OF LAND DEDICATION FOR PARK USE

TEXAS RECREATION AND PARKS ACCOUNT PROGRAM

This is to certify that a permanent record shall be kept in the **CITY OF DRIPPING SPRINGS** public property records and be made available for public inspection to the effect that the property described in the scope of the project Agreement for **Recreational Complex** Project Number **51-00162**, and the dated project boundary map made part of that Agreement, has been acquired or developed with Texas Recreation and Parks Account assistance and that it cannot be converted to other than public recreation use without the written approval of the Texas Parks and Wildlife Department.

CITY OF DRIPPING SPRINGS
POLITICAL SUBDIVISION

by Wayne E. Smith

Wayne E. Smith
~~Terry Garnett, Mayor~~

(Name and Title)

Date 7-17-98

B. Project Application

1. The Application for State Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.
2. The sponsor possesses legal authority to apply for the grant and to finance and construct the proposed facilities. A resolution, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the sponsor to act in connection with the application and to provide such additional information as may be required.
3. The sponsor has the ability and intention to finance the non-State share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner, in which event the project period shall end on the date of completion or termination.
2. The sponsor will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
3. The sponsor will require the facility to be designed to comply with the minimum requirements for accessibility for the handicapped in conformance with the Texas Architectural Barriers Act (Article 9102 - Texas Civil Statutes), and the Americans with Disabilities Act of 1990 (PL 101-336). The sponsor will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
4. The sponsor shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all Federal, State, and local laws and regulations.
5. In the event the project covered by the project agreement cannot be completed in accordance with the plans and specifications for the project, the sponsor shall bring the project to the point of recreational usefulness agreed upon by the sponsor and the Department.
6. The sponsor will provide for and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications.
7. The sponsor shall furnish quarterly progress status reports to the Department beginning with the date of Parks & Wildlife Commission approval.
8. The sponsor will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution; Executive Order 11990, relating to the protection of wetlands; and the Flood Disaster Protection Act of 1973 (P.L. 93-234) 87 Stat. 975.
9. The sponsor will assist the Department in its compliance with the Texas Antiquities Code (Revised 9/1/87) by
 - (a) consulting with the Texas Antiquities Committee on the conduct of investigations, as necessary, to identify properties listed in or eligible for listing as State Archeological Landmarks, and to notify the Department of the existence of any such properties, and by
 - (b) complying with all requirements established by the Department to avoid or mitigate adverse effects upon such properties.

D. Construction Contracted for by the sponsor shall meet the following requirements:

1. Contracts for construction in excess of \$15,000 shall be awarded through a process of competitive bidding involving formal advertising, with adequate purchase description, sealed bids, and public openings. Copies of all advertisements, bids and a copy of the contract shall be provided the Department.
2. The sponsor shall inform all bidders on contracts for construction that TRPA funds are being used to assist in construction.
3. Written change orders shall be issued for all necessary changes in the facility being constructed. Such change orders shall be submitted to the Department for review and, if approved, shall be made a part of the project file and should be kept available for audit.
4. The sponsor shall incorporate, or cause to be incorporated, into all construction contracts the following provisions:

GENERAL PROVISIONS

Item 4.

TEXAS RECREATION & PARKS ACCOUNT PROGRAM PROJECT AGREEMENT

September 1994

Part I - Definitions

- A. The term "Department" as used herein means the Texas Parks & Wildlife Department or any representative delegated authority to act on behalf of the Department.
- B. The term "Project" as used herein means a single project which is the subject of this project agreement.
- C. The term "Sponsor" as used herein means the political subdivision which is party to the project agreement.
- D. The term "TRPA" as used herein means the Texas Recreation & Parks Account Program.
- E. The term "Procedural Guide" as used herein means the Procedural Guide for the Texas Recreation & Parks Account Program.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Texas Recreation & Parks Account assistance project creates an obligation to maintain the property described in the project agreement consistent with the Texas Recreation & Parks Account Procedural Guide, and the following requirements:

- A. The sponsor agrees that the property described in the project agreement and in the dated project boundary map made part of that agreement is being acquired or developed with TRPA assistance, and that it shall not be converted to other than public recreation use but shall be maintained in public recreation in perpetuity or for the term of the lease in the case of leased property.
- B. The sponsor agrees that the benefit to be derived by the State of Texas from the full compliance by the sponsor with the terms of this agreement is the preservation, protection, and the net increase in the quality of public recreation facilities and resources which are available to the people of the State, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of assistance under the terms of this agreement.
- C. The sponsor agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by the Retention, Operation & Maintenance Responsibilities guidelines of the Procedural Guide.
- D. The sponsor agrees that a permanent record shall be kept and available for public inspection to the effect that the property described in the scope of the project agreement, and the dated project boundary map made part of that agreement, has been acquired or developed with TRPA assistance and that it cannot be converted to other than public recreation use.
- E. Nondiscrimination
 - 1. The sponsor shall comply with the terms of this agreement in the preservation, protection, and the net increase in the quality of public recreation facilities and resources which are available to the people of the State, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of assistance under the terms of this agreement.
 - 2. The sponsor shall comply with Title VI of the Civil Rights Act of 1964, which in part,
 - (a) prohibits discriminatory employment practices resulting in unequal treatment of persons who are or should be benefiting from the grant-aided facility.
 - (b) prohibits discriminating against any person on the basis of residence.

Part III - Project Assurances

A. Applicable Circulars

The State shall comply with applicable regulations, policies, guidelines and requirements including State Uniform Grant and Contract Management Act of 1981 (Revised 2/22/90), Federal Office of Management and Budget Circulars A-102 (Uniform administration requirements for grants-in-aid to State and Local governments), OMB A-87 (Cost principles applicable to grants and contracts with State and Local governments), and TRACS (Texas Review and Comment System) as they relate to the application, acceptance and use of State funds for grant assisted projects. It is the responsibility of the grant sponsor to have an A-128 Single Audit done annually for the project. When the sponsor receives \$25,000.00 or more in grant reimbursement per fiscal year. A copy of this audit will be furnished the Department within 30 days after completion of the sponsor's fiscal year audit.

- 4. The Department, State Comptroller of Public Accounts, State Auditors Office, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the sponsor which are pertinent to a specific project for the purpose of making audits, examination, excerpts and transcripts.

I. Project Termination

- 1. The Department may temporarily suspend TRPA assistance under the project pending corrective action by the sponsor or pending a decision to terminate the grant by the Department.
- 2. The sponsor may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the sponsor only by mutual agreement with the Department.
- 3. The Department may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the sponsor has failed to comply with the conditions of the grant. The Department will promptly notify the sponsor in writing of the determination and the reasons for termination, together with the effective date. Payments made to the sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
- 4. The Department or sponsor may terminate grants in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portions to be terminated. The sponsor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department may allow full credit to the sponsor for the State share of the non-cancelable obligations, properly incurred by the sponsor, pending written receipt of the determination and the reasons for termination, together with the effective date. Payments made to the sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
- 5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the sponsor and the Department, or that all funds provided by the Department be returned.

J. Noncompliance

In the event that the sponsor does not comply with provisions as set forth in the grant contract agreement and Procedural Guide regarding both active project compliance and compliance at previously assisted grant sites, the following actions may be taken:

- 1. The Department may withhold payment to the sponsor;
- 2. The Department may withhold action on pending projects proposed by the sponsor;
- 3. If the above actions do not achieve program compliance, the Department may involve the State Attorney General's Office, pursuant to Section 24 of the Parks & Wildlife Code.

* * * * *

I have read the General Provisions and understand that the project sponsor which I represent will be responsible for compliance with the above conditions as a result of the receipt of grant assistance from the Texas Recreation & Parks Account Program. It is also understood that the General Provisions are part of the grant contract agreement.

Wayne E. Smith

Signature of Official Authorized in Resolution

Wayne E. Smith
Terry Garnett, Mayor of Dripping Springs

(Name and Title)

7-17-98

(Date)

During the performance of this contract, the contractor agrees as follows:

Item 4.

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, gender or national origin.

"(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin."

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246, as amended (3 CFR 169 (1974), and shall post copies of notices in conspicuous places available to employees and applicants for employment."

"(4) The contractor will comply with all provisions of Executive Order No. 11246, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor."

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders."

"(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law."

"(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contract will take such action with respect to any subcontract or purchase order as the contracting agency may direct as means of enforcing such provisions, including sanctions for noncompliance: »Provided, however«, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

E. Conflict of Interests

1. No official or employee of the State or local government who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract or subcontract in connection with this project shall have any financial or other personal interest in any such contract.
2. No person performing services for the State or local government in connection with this project shall have a financial or other personal interest other than his employment or retention by the State or local government, in any contract or subcontract in connection with this project. No officer or employee of such interest is openly disclosed upon the public records of the State, and such officer, employee or person has not participated in the acquisition for or on behalf of the Participant.

F. Project Costs

Project Costs eligible for assistance shall be determined upon the basis of the criteria set forth by the TRPA Grants Manual.

G. Project Administration

1. The sponsor shall promptly submit such reports and documentation as the Department may request.

H. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained for a period of three years after final payment; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditures report for the project.
3. Microfilm copies are authorized in lieu of original records.

SUMMARY OF ADMINISTRATION GUIDELINES (Continued)

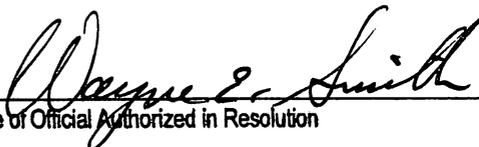
3. Determinations as to whether the Department will award new grant funds to applicants having either active park grants or completed park grants will be based on the following criteria:
- All previously completed park grant projects must be in compliance with all the terms of the General Provisions of the contract agreement under which they received assistance and all applicable Land & Water Conservation Fund; Texas Local Parks, Recreation & Open Space Fund; and Texas Recreation & Parks Account Program Guidelines; and
 - For active grants, all required project documentation (such as appraisals, construction plans and specifications, quarterly status reports and reimbursement requests) must be complete and have been received on schedule, if due; and
 - All active projects which are at least two years old must be reimbursed for a minimum fifty percent of the approved grant amount; and
 - The total of approved grant funds which have not been reimbursed may not exceed \$1 million for all active grant projects.

FAILURE TO MEET ANY ONE OF THE ABOVE CRITERIA MAY BE GROUNDS FOR DENYING NEW GRANT FUNDS. ASSESSMENT OF THE ABOVE CRITERIA IN CONJUNCTION WITH REQUESTS FOR NEW GRANTS WILL BE MADE ON JUNE 1 FOR APPLICATIONS RECEIVED FOR THE JANUARY 31 SUBMISSION DEADLINE, AND ON NOVEMBER 1 FOR APPLICATIONS RECEIVED FOR THE JULY 31 SUBMISSION DEADLINE.

- Under extenuating circumstances Department staff may recommend new grant fund approval if a project sponsor has not met all of the above criteria. Grant award, however, may be contingent upon certain conditions which will be specified in staff recommendations to the Parks and Wildlife Commission.

* * * * *

I have read the Summary of Guidelines for Administration of Local Park Grant Assistance Projects and understand that the project sponsor which I represent will be responsible for compliance with the above conditions as a result of the receipt of grant assistance from the Texas Recreation & Parks Account. It is also understood that the Summary of Guidelines for Administration of Local Park Grant Assistance Projects are part of the grant contract agreement.



 Signature of Official Authorized in Resolution

Wayne E. Smith
~~Terry Garnett~~, Mayor of Dripping Springs
 Name and Title

7-17-98

 Date

SUMMARY OF GUIDELINES
FOR ADMINISTRATION OF LOCAL PARK GRANT ASSISTANCE PROJECTS

July 1998

The Texas Parks & Wildlife Commission, by authority of Chapters 13 and 24 of the Parks & Wildlife Code, has adopted Guidelines for Administration of Local Park Grant Assistance Projects, to read as follows:

Policy. It is the Commission's policy that the Department shall administer local projects in accord with the following guidelines, with interpretation of intent to be made to provide the greatest number of public recreational opportunities for citizens of Texas. In keeping with this policy, local projects will not be approved from both the Texas Recreation & Parks Account and the Federal Land and Water Conservation Fund Program unless extraordinary circumstances dictate that high priority public needs will not be met without the full or partial funding of both programs.

1. Local administrative costs shall not be considered as eligible local matching funds unless circumstances dictate that high priority public needs will not be met without the full or partial benefit of such in-kind contribution.
2. Approved projects shall be pursued in a timely manner by the sponsor, unless delays result from extraordinary circumstances beyond the sponsor's control. Failure to meet the following time frames may be grounds for the Department to initiate cancellation of the affected project in order to recommend reallocation of available funds to other projects, or to deny requests for additional grant funds for new projects:

<u>ACTIVITY</u>	<u>TIME FRAME</u>
• Commission approval	Begin 3-year project period
• Pre-Contract Documentation (404 and/or Water Commission Permits, Cultural Resources Survey and Clearance, ROW Abandonment, Lease/Joint-Use Agreement execution)	Within 6 months after Commission approval
• Grant Agreement Execution	Within 6 months after Commission approval
• Quarterly Status Reports	Every 90 days after Commission approval
• Appraisal Approval	Within 6 months of grant agreement execution
• Land Acquisition	Within 9 months after appraisal approval
• Construction Plan Submission	Within 6 months of land acquisition for projects involving acquisition; or Within 6 months of contract execution for development only projects
• Periodic Reimbursement Billings	Every 90 days <u>if possible</u> (minimum \$10,000 request)
• Project Completion and Grant Close-Out	Within 3 years after Commission approval

DEAR SPONSOR:

THE ATTACHED DOCUMENTS ARE PART OF YOUR OFFICIAL PERMANENT PROJECT
FILE.

PLEASE RETAIN THE ATTACHED DOCUMENTS.

RETURN ONLY THOSE DOCUMENTS WHICH REQUIRE SIGNATURES.

THANK YOU.

TABULAR SUMMARY

Item 4.

PROJECT: DRIPPING SPRINGS RECREATIONAL COMPLEX	REIMBURSEMENT REQUEST NO.
PROJECT NUMBER: 50-00162	PERIOD COVERED:

		ESTIMATE	COMPLETED LAST REQUEST	COMPLETED THIS PERIOD	TOTAL COMPLETE
1. <u>PROFESSIONAL SERVICES</u>					
Begin: 7-31-97	\$	62,000.00			
2. <u>CONSTRUCTION ELEMENTS</u>					
A. Recreational Facilities					
1. Baseball field		140,000.00			
2. Softball field		130,000.00			
3. Soccer fields (4)		120,000.00			
4. Covered multi-purpose court		55,000.00			
5. Volleyball court		20,000.00			
6. Ropes Course		21,250.00			
7. Playscape		21,000.00			
8. Nature trail (1.1 miles)		22,000.00			
9. Horseshoe pits (4)		2,000.00			
10. Washer pits (4)		2,000.00			
11. Picnic tables (22)		20,000.00			
12. Benches (20)		10,000.00			
13. Wildscape garden		2,000.00			
14. Interpretive kiosk		2,000.00			
B. Miscellaneous					
1. Xeriscaping		7,500.00			
2. Signs		500.00			
Construction Cost	\$	575,250.00			
Less Retainage	\$	0.00			
TOTAL CONSTRUCTION	\$	575,250.00			
3. <u>LAND: 37 acres (by donation)</u>	\$	166,500.00			
<u>Appraisals/bound survey</u>		5,000.00			
TOTAL PROJECT COST	\$	808,750.00			

MATCH: \$404,375.00

DRIPPING SPRINGS RECREATIONAL COMPLEX

Project Number 50-00162

ACQUISITION SCHEDULE

Code*	Parcel Number	Acreage	Estimated Value of Land	Estimated Value of Improvements	Current Owner	Total Estimated Cost/Parcel
3	1	37	\$166,500.00	\$0.00	Dripping Springs ISD	*** \$166,500.00
Total Acreage		37	Total Estimated Cost			\$166,500.00

Acquisition Codes:
 1 = By Negotiated Purchase
 2 = By Eminent Domain/Condemnation
 3 = By Donation
 4 = Publicly Owned Non-Parkland

RESOLUTION
99-1

WHEREAS, The City of Dripping Springs owns the property called the Dripping Springs Sports and Recreation Complex;

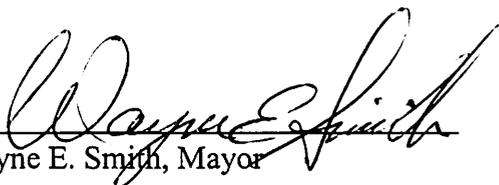
WHEREAS, the City of Dripping Springs submitted a Master Plan for the Dripping Springs Sports and Recreation Complex to the Texas Parks and Wildlife Department (Project Number 50-00162);

WHEREAS, the Master Plan for the Dripping Springs Sports and Recreation Complex contains 2.10 acres of open space;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS:

The 2.10 acres of open space, as shown in the Master Plan for the Dripping Springs Sports and Recreation Complex, is dedicated as open space henceforth and in perpetuity.

PASSED, APPROVED AND ADOPTED this 8th day of December, 1998.



Wayne E. Smith, Mayor

ATTEST:



Christine Harrington, City Secretary



4601 SOUTH LAMAR BOULEVARD
SUITE 230
PHONE: (512) 892-5585

AUSTIN, TEXAS 78745
FAX: (512) 892-5586
MODEM: (512) 892-6165

EXHIBIT

Page 1 of 2

METES AND BOUNDS DESCRIPTION

BEING 2.1012 ACRES OF LAND OUT OF THE P.A. SMITH LEAGUE AND BEING A PORTION OF A 40.0 ACRE TRACT OF LAND CONVEYED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT BY DEED OF RECORD IN VOLUME 646, PAGE 731 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with plastic cap found for the most southerly southeast corner of said 40.0 acre tract and also being the southwest corner of a 17.05 acre tract of land conveyed to Jean-Claude P. and Mara R. Cardwell by Warranty Deed with Vendor's Lien, of record in Volume 797, Page 709 of the Real Property Records of Hays County, Texas and in the north line of a 82.02 acre tract of land conveyed to Lawrence Karger by Deed of record in Volume 762, Page 382 of the Official Public Records of Hays County, Texas and also being in the north line of a 30 foot wide ingress-egress easement, of record in Volume 181, Page 171 of the Deed Records of Hays County, Texas;

THENCE North 89°48'12" West along the south line of the 40.0 acre tract and the north line of said 82.02 acre tract and said 30 foot wide easement a distance of 788.16 feet (record: North 89°47' West, 788.23 feet) to a 1/2" iron pipe found for the southwest corner of the 40.0 acre tract, being in the north line of the 82.02 acre tract and being the southeast corner of a 2.50 acre tract of land conveyed to Diane L. Bonham by deed of record in Volume 360, Page 405 of the Official Public Records of Hays County, Texas;

THENCE North 00°22'02" East, along the west line of the 40.0 acre tract and the east line of said 2.50 acre tract a distance of 289.49 feet to a calculated point, from which a 3/4" iron pipe found for the northeast corner of the 2.50 acre tract and the southeast corner of a 8.82 acre tract of land conveyed to Stan Booth, Trustee by Warranty Deed with Vendor's Lien, of record in Volume 646, Page 763 and amended in an Amendment to Deed of Trust, of record in Volume 547, Page 700, both of the Deed Records of Hays County, Texas bears North 00°22'02" East a distance of 37.03 feet;

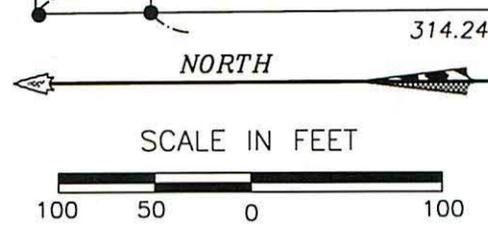
THENCE crossing through the 40.0 acre tract the following five (5) courses:

1. South 89°48'12" East a distance of 59.27 feet to a calculated point;
2. South 00°22'02" West a distance of 224.86 feet to a calculated point;
3. South 89°48'12" East a distance of 500.57 feet to a calculated point;
4. North 00°20'46" West a distance of 119.97 feet to a calculated point;
5. South 89°48'12" East a distance of 227.51 feet to a calculated point in the east line of the 40.0 acre tract and in the west line of said 17.05 acre tract of land, from which a 1/2" rebar found for a southerly corner of the 40.0 acre tract and the northwest corner of said 17.05 acre tract bears North 00°20'46" West a distance of 314.24 feet;

THENCE South 00°20'46" East along the east line of the 40.0 acre tract and the west line of the 17.05 acre tract a distance of 184.60 feet to the POINT OF BEGINNING.

Item 4.

N-CLAUDE P. & MARA R. CARDWELL
17.05 AC.
VOL. 797 PG. 709
(N00°20'18"W 558.85')
N00°20'46"W 558.85'



- LEGEND
- 1/2" REBAR FOUND
 - △ CALCULATED POINT
 - ⊙ IRON PIPE FOUND (DIAMETER NOTED)

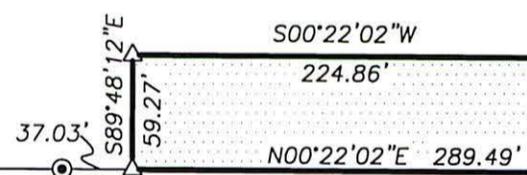
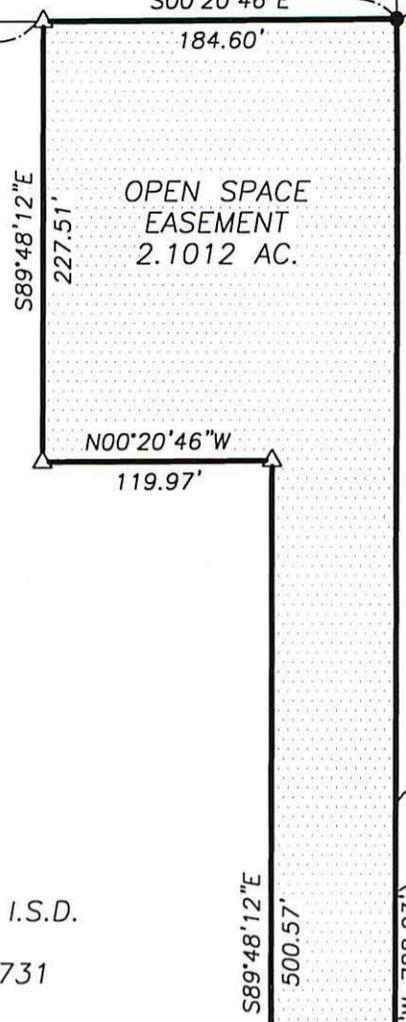
P. A. SMITH LEAGUE

DRIPPING SPRINGS I.S.D.
40.0 AC.
VOL. 646 PG. 731

POINT OF BEGINNING

LAWRENCE KARGER
82.02 AC.
VOL. 762 PG. 382

30' INGRESS-EGRESS EASEMENT VOL. 181 PG. 1717
(N89°47'W 788.23')
N89°48'12"W 788.16'



N00°14'13"E 389.61'
(N00°15'12"E 389.76')
STAN BOOTH, TRUSTEE
8.82 AC.
VOL. 547 PG. 700
VOL. 646 PG. 763

DIANE L. BONHAM
2.50 AC.
VOL. 360 PG. 405

BEARING BASIS: ALL BEARINGS ARE BASED ON THE NORTH LINE OF THE 40.0 ACRE TRACT OF LAND CONVEYED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT BY DEED OF RECORD IN VOL. 646, PAGE 731 OF THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS BEING SOUTH 89°38'45" EAST.

ATTACHMENTS: METES AND BOUNDS DESCRIPTION N:\MSAPPS97\WORD\SUR\9401204.FN

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND ON THE PROPERTY SHOWN HEREON DURING NOVEMBER 1998 UNDER MY DIRECTION AND SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

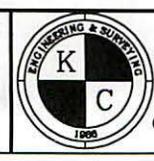


Ron Wallace 18 Nov 98

RONNIE WALLACE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5222

File: N:\SDSK\SUR\9401204.DWG		
Issue Date: 11/18/98	Job No. 410-98002	
Field Book No.	Pg.	Scale: 1"=100'
Drawn By: RLW Checked By: JLB		

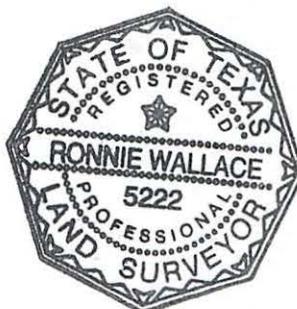
SKETCH TO ACCOMPANY
METES AND BOUNDS
DESCRIPTION



K.C. ENGINEERING, INC.
CONSULTING ENGINEERS AND SURVEYORS
4601 SOUTH LAMAR BLVD., SUITE 230 AUSTIN, TX
OFFICE: (512) 892-5585 FAX (512) 892-5586

This parcel contains 2.1012 acres of land, more or less, out of the P.A. Smith League in Hays County, Texas. Description prepared from an on-the-ground survey made during November 1998.

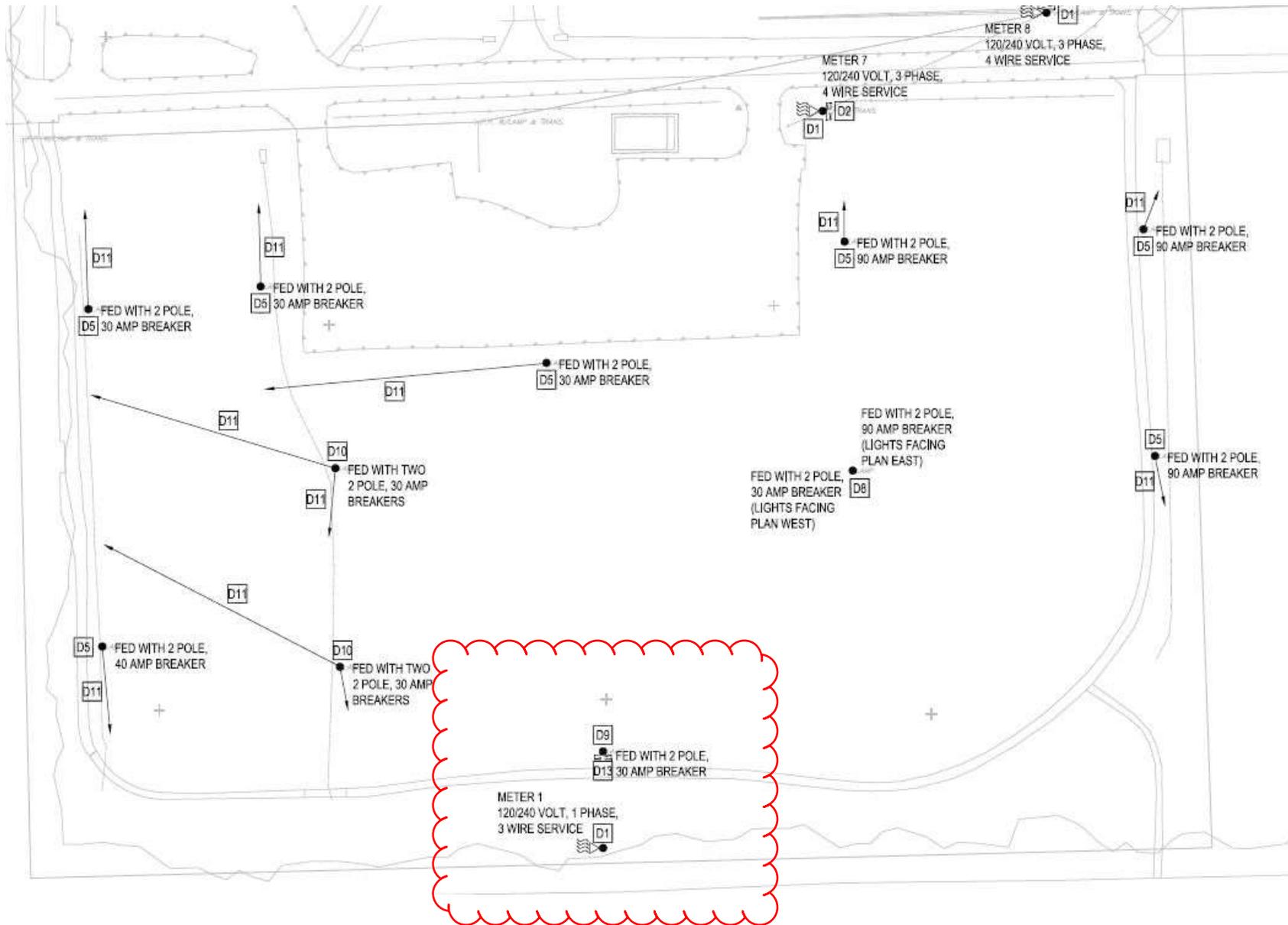
Ron L. Wallace 18 Nov. 98
Ronnie Wallace Date
Registered Professional Land Surveyor
State of Texas No. 5222



Job Number: 410-98002

Attachments: Survey Drawing N:\SDSK\SUR\9401204.DWG

File: N:\MSAPPS97\WORD\SUR\9401204.FN





Village Grove – Dripping Springs, Texas
March 30, 2022

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 112.3 acres to be zoned for 511 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 1.0 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. It includes an open lawn with ability to host market days, outdoor music events, and provides passive recreation with meandering sidewalks and seating areas under shade trees.

A second 2.33 acre dedicated public park will be located adjacent to a preserved hilltop area on the north-central portion of the Village Grove Tract, situated between the townhome and 50 foot detached residential neighborhood. This park will provide for passive and active recreation with trails, seating and pet waste stations.

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.

A total of 7.34 acres of private parkland is being credited toward the parkland dedication. A majority of that acreage is providing an extensive interconnected trail system linking the townhome residential neighborhoods to the rest of the community. The townhome porches will face onto the private parkland green corridors shown in the Parkland Exhibit, with the garages facing onto the streets behind them. This purposeful design decision, with the “front porch” style living being connected visually and physically with a shared manicured park space, creates ongoing opportunities for passive recreation and pedestrian connections that extend beyond the townhome residences.

In addition to the townhome green space corridors credited toward the private parkland, a central private park shall be located between the townhome and single-family residences. This private



park space is programed to provide a resort-style pool amenity with an open-air restroom building, shade canopies and a dedicated parking lot. In addition to the pool area, there will be manicured landscaping and areas for picnic tables with ADA accessible trails connecting the different site elements. The single family and townhome neighborhoods will share use and maintenance costs for the park. In addition to adding inherent value to Village Grove’s overall amenity package, the private pool facility shall also help to reduce the strain on the City’s public parks and pool from the Village Grove community’s impact on the City’s population.

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 511 residential units planned within the project, 22.22 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 \$331,128, as shown on the submitted Parkland Exhibit.

II. Proposed Parkland Compliance Program

A total of 30.91 acres is being dedicated to the City as public parkland credit. Within this parkland dedication, there will be public and private parkland, open spaces and amenity ponds with passive and active recreation.

1. Public Parks

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

- o Public trails with connections to offsite trails where applicable
- o Seating areas with shade
- o Open lawn for passive recreation
- o Irrigated and enhanced landscaping

2. Public Open Spaces

Open spaces used for parkland credit will be dedicated as preserved native areas throughout the community. A total of 16.27 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 retail corridor planned within Village Grove.



3. Private Parkland

Private parkland will be distributed within the townhouse residential green spaces and central neighborhood park. The planned townhome 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.

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

- Private trails with connections to offsite and public trails where applicable
- Picnic areas
- A private resort-style pool for residents with open-air restroom building and associated parking
- Irrigated and enhanced landscaping

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 22.22 acres of total parkland.

Proposed Parkland Credit: As shown in the Parkland Open Space Plan, a total of 30.91 acres of public and private parkland credit shall be provided in association with the development.

Total Residential Units:	511 units		
Parkland Requirement:	22.22 acres	(1 AC / 23 DUs)	
Parkland Credit Summary	Total Area	Credit	Dedication
Public Park	2.36 acres	100% Credit	2.36 acres
Public Open Space	16.27 acres	100% Credit	16.27 acres
Amenity Pond	4.94 acres	100% Credit	4.94 acres
Future ROW/Open Space	3.22 acres	0% Credit	0 acres
Private Parkland Credit	26.79 acres		23.57 acres
Private Parkland	7.34 acres	100% Credit	7.34 acres
Private Open Space	0.46 acres	0% Credit	0 acres
Non-Amenity Pond	0.29 acres	0% Credit	0 acres
Public Parkland Credit	8.09 acres		7.34 acres
Total Private and Public Parkland Credit			30.91 acres
Required Parkland Dedication			22.22 acres
Delta:			8.69 acres

Dedication Summary:

Village Grove is offering a total of 8.69 acres above and beyond the 22.22 acres required for parkland dedication. In addition to the delta, an additional 3.22 acres of public open space is being dedicated directly to the City as future ROW expansion. Per the City's request this land



is not being counted toward the parkland credit total, but will remain as undisturbed open space until a future time when the City determines they want to expand the N/S Collector to the south.

IV. Maintenance

The Parkland and Open Space Plan for Village Grove includes public and private 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 private parkland and open space trails 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.

PARKLAND SUMMARY

 Residential	511 units		
Required Parkland Area:	22.22 acres	1 AC / 23 DUs	
Parkland Credit Summary	Area	Calculation	Dedication
Public Parkland			
 Public Park	2.36 acres	100% credit	2.36 acres
 Public Open Space	16.27 acres	100% credit	16.27 acres
 Amenity Pond	4.94 acres	100% credit	4.94 acres
 Future ROW / Open Space	3.22 acres	0% credit	0.00 acres
Total Public Parkland Dedicated:	26.79 acres		23.57 acres
Private Parkland			
 Private Parkland	7.34 acres	100% credit	7.34 acres*
 Private Open Space	0.46 acres	0% credit	0.00 acres
 Non-Amenity Pond	0.29 acres	0% credit	0.00 acres
Total Private Parkland :	8.09 acres		7.34 acres*
Total Private & Public Parkland Credits:	30.91 acres		
Required Parkland Dedication:	22.22 acres		
Delta:	8.69 acres		
 Public Parkland Credit Toward Conversion:			1.00 acres
Parkland Development Fee	Units	Calculation	Total Fee
Total Required Fee	511	\$648 / DU	\$331,128
 Offroad Trails	6,889 lf		
 Roadside Concrete Trails	8,408 lf		

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

