



DSRP Board of Directors Regular Meeting

City of Dripping Springs Ranch Park (*Ranch House*)

1042 Event Center Drive – Dripping Springs, Texas

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

AGENDA

CALL TO ORDER & ROLL CALL

Board Members

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

Staff, Consultants, & Appointed/Elected Officials

Parks & Community Services Director Andy Binz
Parks & Community Services Assistant Director Emily Nelson
DSRP Manager Lily Sellers
Deputy City Attorney Aniz Alani
Council Member Sherrie Parks

PRESENTATION OF CITIZENS

A member of the public that wishes to address the Board on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the Board that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak regarding issues not on the agenda and two (2) minutes per item on the agenda and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the Board must present the documents to the City Secretary or City Attorney providing at least eight (8) copies; if eight (8) copies are not provided, the Board will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Chair may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

MINUTES

- 1. Discuss and consider approval of the October 9, 2024, Dripping Springs Ranch Park Board of Directors regular meeting minutes.**

BUSINESS AGENDA

- 2. Presentation by Halff Associates Inc. on the Parks, Recreation, and Open Space Master Plan and stakeholder listening session with the DSRP Board of Directors.**
- 3. Discuss and consider approval of the 2025 DSRP Board of Directors meeting calendar.**
- 4. Discuss and consider a recommendation to City Council regarding elections being held at Dripping Springs Ranch Park. Sponsor: Board Member Penny Reeves**

REPORTS

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

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

CLOSED SESSION

The Board has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

UPCOMING MEETINGS

DSRP Board Meetings

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

City Council Meetings

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

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

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

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

*I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, www.cityofdrippingsprings.com, on **November 8, 2024 at 10:15 A.M.***

Diana Boone, City Secretary

This facility is wheelchair accessible. Accessible parking spaces are available. Requests for auxiliary aids and services must be made 48 hours prior to this meeting by calling (512) 858-4725.



DSRP Board of Directors Regular Meeting

City of Dripping Springs Ranch Park Event Center

1042 Event Center Drive – Dripping Springs, Texas

Wednesday, October 09, 2024, at 11:00 AM

MINUTES

CALL TO ORDER & ROLL CALL

With a quorum of the Board present, Vice Chair Polk called the meeting to order at 11:03 a.m.

Board Members present were:

Terry Polk, Vice Chair
Pam Owens, Secretary
Mike Carroll
Sean Casey
Penny Reeves

Board Members absent were:

Todd Purcell

Staff, Consultants, & Appointed/Elected Officials

Parks & Community Services Director Andy Binz
DSRP Event Center Manager Emily Nelson
DSRP Event Center Assistant Manager Lily Sellers
Deputy City Attorney Aniz Alani
Council Member Sherrie Parks

PRESENTATION OF CITIZENS

A member of the public that wishes to address the Board on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the Board that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak regarding issues not on the agenda and two (2) minutes per item on the agenda and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the Board must present the documents to the City Secretary or City Attorney providing at least eight (8) copies; if eight (8) copies are not provided, the Board will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Chair may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

No one spoke during Presentation of Citizens.

MINUTES

1. Discuss and consider approval of the August 14, 2024, Dripping Springs Ranch Park Board of Directors regular meeting minutes.

A motion was made by Board Member Casey to approve the August 14, 2024, Dripping Springs Ranch Park Board of Directors regular meeting minutes. Board Member Reeves seconded the motion which carried unanimously 5 to 0.

BUSINESS AGENDA

2. Discuss and give staff direction regarding the direction HOT funds set aside for ventilation fans and roof sealing funds should be allocated at DSRP.

A motion was made by Board Member Owens to direct staff to continue pursuing roof sealing quotations and sky light removal and to work with SK on possible future AC requirements. Board Member Reeves seconded the motion which carried unanimously 5 to 0.

REPORTS

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

3. DSRP Manager's Monthly Report

Emily Nelson, DSRP Manager

CLOSED SESSION

The Board has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

The Board did not meet in Closed Session.

UPCOMING MEETINGS

DSRP Board Meetings

November 13, 2024, at 11:00 a.m.

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

City Council Meetings

October 15, 2024, at 6:00 p.m.

November 5, 2024, at 6:00 p.m.

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

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

ADJOURN

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

This regular meeting adjourned at 12:05 p.m.



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

Submitted By: Andrew Binz, Director of Parks & Community Services

DSRP Board Meeting Date: November 13, 2024

Agenda Item Wording: Presentation by Halff Associates Inc. on the Parks, Recreation, and Open Space Master Plan and stakeholder listening session with the DSRP Board of Directors.

Agenda Item Requestor: Andrew Binz, Director of Parks & Community Services

Summary/Background: The Parks & Community Services Department has begun the process of updating its comprehensive Parks, Recreation, and Open Space Master Plan for 2024 - 2034. This project is intended to serve as a guide for policy decisions; prioritizing and balancing demands and opportunities; and providing a framework for evaluating future land acquisitions, park improvements, and other expenditures of public funds for parks and recreational activities.

The outcome of the Parks, Recreation, and Open Space Master Plan will be a long-range plan for park improvements that will enable multi-year planning for capital investments to occur. The plan will also guide the development of shared programming and educational opportunities and identify new and expanded locations for providing services in partnership with the educational community. The plan will align new investments with a strong community-driven mission and vision that integrates Dripping Springs' strong pursuit of parks, recreations, the arts, and environmental education.

The City of Dripping Springs is hosting a series of listening sessions with stakeholder groups, as we begin the process of drafting the Parks, Recreation, and Open Space Master Plan. The sessions will be facilitated by Halff, our planning consultant team. These gatherings will provide the consultants an opportunity to talk with and hear from a cross-section of the community's public and private leadership early in the planning process.

Staff Recommendations: NA

Attachments: NA

Next Steps/Schedule:NA



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

Submitted By: Diana Boone, City Secretary

Board Meeting Date: November 13, 2024

Agenda Item Wording: **Discuss and consider approval of the 2025 DSRP Board of Directors meeting calendar.**

Agenda Item Requestor: Diana Boone, City Secretary

Summary/Background: Each year the City Secretary prepares the next year's meeting calendar for approval by the DSRP Board. Meeting dates are scheduled using the frequency as stated in the Board's ordinance. The ordinance calls for monthly meetings, scheduled for the 2nd Wednesday of each month. The DSRP Board approved the change from the 1st Wednesday of each month, to the 2nd Wednesday at the December 6, 2023 regular meeting. DSRP Board meets at 11:00 a.m. at the Ranch Park Event Center.

Attached for review is the proposed 2025 DSRP Board meeting calendar along with approved city holidays. There are no conflicts between meetings and city holidays; however, should the Board select to move a meeting for any reason they may do so now. Meetings can also be rescheduled throughout the year as the Board sees fit.

Committee Recommendations: Staff recommends approval of the calendar as presented. Should there be any changes to meeting dates, please provide for those changes in a motion.

Attachments: DSRP 2025 Proposed Calendar

Next Steps/Schedule:

1. Update calendar if any changes
2. Add meetings to calendars:
 - a. DSRP Board Meeting Calendar
 - b. City website main calendar
 - c. Municode Agenda (automatically populates Agendas and Minutes webpage with upcoming meetings)
3. Provide final calendar to Board and Staff

2025 Dripping Springs Ranch Park Board

CITY HOLIDAYS
DSISD HOLIDAYS
DSRP BOARD MEETINGS

JANUARY

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

FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
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MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
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30	31					

APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
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20	21	22	23	24	25	26
27	28	29	30			

MAY

SUN	MON	TUE	WED	THU	FRI	SAT
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
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22	23	24	25	26	27	28
29	30					

JULY

SUN	MON	TUE	WED	THU	FRI	SAT
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AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
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SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
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NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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21	22	23	24	25	26	27
28	29	30	31			

MEETING DATES:

- 1/8/25 DSRP Regular Meeting**
- 2/12/25 DSRP Regular Meeting**
- 3/12/25 DSRP Regular Meeting**
- 4/9/25 DSRP Regular Meeting**
- 5/14/25 DSRP Regular Meeting**
- 6/11/25 DSRP Regular Meeting**
- 7/9/25 DSRP Regular Meeting**
- 8/13/25 DSRP Regular Meeting**
- 9/10/25 DSRP Regular Meeting**
- 10/8/25 DSRP Regular Meeting**
- 11/12/25 DSRP Regular Meeting**
- 12/10/25 DSRP Regular Meeting**



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

Submitted By: Lily Sellers, Dripping Springs Ranch Park Manager

DSRP Board Meeting Date: November 13, 2024

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

Agenda Item Requestor: Penny Reeves

Summary/Background: Board Member Penny Reeves requested information on the Fall 2024 Elections. She thought we were an Election Day Only site per our Hays County ILA. DSRP ended up providing space for Hays County to offer early voting.

Penny witnessed heavy traffic, staff load burdens, and received complaints while she was managing our DSRP Ranch Horse Show on 10/26/24.

History:

- Hays County and City of Dripping Springs updated the Interlocal Agreement. This Agreement allows Hays County to host voting at DSRP on the first Tuesday of November and one additional day per year.
- Hays County did not have enough sites for early voting this year, and requested that we host early voting. We had only reserved their space for 11/5/24. We did not have availability in either event room. They requested to be able to bring a structure to host the early voting. We allowed them an area to place that temporary structure on our grounds.
- Structure arrived and could not be made ADA accessible. They tried to move the early voting to Hays C. Precinct 4, but the state would not allow that change, and required that DSRP be used.
- Hays County asked if there was any other location besides event rooms. The Concession Stand in the expansion was the only location that could lock and didn't have any rentals.
- Hays County Elections opted to use that space. Early voting was not supposed to impact DSRP staff. Due to the nature of events and

voting, staff were impacted on several days so that events didn't feel the burden of voting.

Staff Recommendation: Staff recommend that DSRP not be a viable site for Early Voting. Our site is a viable choice for Election Day.

Attachments: Email from Penny Reeves
Hays County ILA
Hays County – DSRP Voting Location Agreement

Next Steps/Schedule:

From: Penny Reeves <penny.graymar@gmail.com>
Sent: Friday, November 1, 2024 8:04 AM
To: Emily Nelson <ENelson@cityofdrippingsprings.com>
Subject: DSRP meeting agenda - add a topic for discussion please

Item 4.

Good morning Emily,

I would like to see if you could add an agenda item to our next DSRP meeting agenda. I think this is something that the board needs to discuss before future elections, especially the bigger elections. Could you please add: Discussion of early voting at DSRP.

If you have time, I would also like some background on this topic as I always thought DSRP was a location only for voting day. This early voting thing caught me by surprise. With our DSRP Ranch Horse Show last Saturday, along with the gun show, the Halloween activities, and then the early voting - it was CRAZY at DSRP. Kudos to the staff for keeping all the balls in the air. Saturday was an extraordinary feat of juggling. Sadly I did receive some complaints from ranch show riders, friends and family about the crowded parking and navigating where to park.

Please convey my thanks to the staff who worked both on Friday night and all day / night on Saturday. They are incredible!

Penny

AMENDED AGREEMENT BETWEEN THE CITY OF DRIPPING SPRINGS, TEXAS AND HAYS COUNTY, TEXAS FOR USE OF THE DRIPPING SPRINGS RANCH PARK BY HAYS COUNTY, BASED ON PREVIOUS FUNDING OF CONSTRUCTION OF THE DRIPPING SPRINGS RANCH PARK, FORMERLY KNOWN AS HARRISON RANCH PARK, A PUBLIC PROPERTY OWNED BY THE CITY OF DRIPPING SPRINGS, TEXAS

This Agreement is made and entered into by Hays County, a political subdivision of the State of Texas (“County”) and the City of Dripping Springs, Texas, a general law municipality (“City”) under the authority of Chapter 791, of the Texas Government Code.

For and in consideration of the mutual agreements herein exchanged, County and City hereby contract as follows:

I. Purpose and Legal Authority

- 1.1 The purpose of this Agreement is to provide for the use of the Dripping Springs Ranch Park by Hays County in consideration for previous County funding of design and construction of various improvements at the Dripping Springs Ranch Park property, formerly known as the Harrison Ranch Park property, used for park, recreation and/or conservation purposes owned by the City. The Property is located within the corporate limits of the City. No additional funding will be incurred by the County pursuant to this Agreement.
- 1.2 The City and County, as units of local government, are authorized by § 791.011 of the Texas Government Code to contract with each other to perform certain governmental functions and services. As defined in § 791.003(3)(E) of the Texas Government Code, such governmental functions and services include parks and recreation.
- 1.3 The County’s obligations under this Agreement include, after the performance of certain conditions precedent as cited in this Agreement, the aforementioned previous funding of construction costs for facilities that Ranch Park will provide to the County and its citizenry. By and through this Agreement, as more particularly specified elsewhere in the Agreement, Ranch Park will generally serve the recreational needs of the County, some of which have previously been served by a County-owned facility. The County’s previous funding toward Ranch Park enhanced Ranch Park’s utility as a public park and recreation area for the use and enjoyment of County citizens.
- 1.4 All of the duties and obligations of the County and the City under this Agreement shall be performed from lawfully available current revenues.

- 1.5 This Agreement has been approved by the Hays County Commissioner's Court and the Dripping Springs City Council as required by § 791.011 of the Texas Government Code.

II. Term.

- 2.1 This Agreement is made for a term beginning on the 19th day of December 2023, and shall remain in effect for a period of ten (10) calendar years ending in December 2033.

III. City's Duties - General

- 3.1 In consideration of County's previous funding of the construction of the Dripping Springs Ranch Park and its obligations under this Agreement, City shall:
- a. Reserve Ranch Park's facilities to the County for use by it or certain third parties and for the time periods specifically provided in Exhibit "A" at the rates as listed herein and in Exhibit "B". Rates may be amended by the City from time to time, but the City shall provide updated rates to Hays County within ten (10) business days of adoption.
 - b. Such accommodations shall be provided in accordance with the standard terms and conditions then in effect that are generally applied to Ranch Park users.
 - c. All uses provided via this Interlocal Agreement pursuant to this Section and Exhibit "A" shall be made on a space-available basis. The City shall take all steps reasonably necessary to ensure that space is available for those entities listed in Exhibit "A", but may not be required to move reservations previously made by other third parties.
 - d. The Calendar Year for number of uses shall run from October 1 to September 30.
- 3.2 In consideration of the County's previous funding of the Ranch Park and its obligations under this Agreement, City shall acknowledge County contributions to Ranch Park by including reference to Hays County on public signage and public literature that promotes and/or serves Ranch Park.
- 3.3 City shall continue to operate Ranch Park as a public facility for the use and benefit of Hays County residents, with reasonable limitations on the time, place, and manner of the public's use.
- 3.4 City shall be solely responsible for costs related to the operation and maintenance of Ranch Park. County shall not be responsible for any costs related to operation and maintenance of Ranch Park except through separate written agreement.
- 3.5 City shall appoint a point of contact for communication with Hays County. If not otherwise appointed by the City Administrator, the point of contact shall be the Dripping Springs Ranch Park Manager.

IV. County's Rights and Duties.

- 4.1 Hays County shall appoint a point of contact who will coordinate all rentals under this agreement and shall be the final approval authority for all Hays County rentals under this agreement. The point of contact for all uses scheduled under this Agreement will be the presiding Commissioner of Precinct 4 of Hays County at the time a reservation is made.
- 4.2 Hays County shall complete rental agreements and provide insurance for each event it reserves.
- 4.3 Hays County or certain third parties who use the Ranch Park shall be responsible for all custodial fees for all events unless:
 - a. the event has 30 or less attendees; and
 - b. food is not served.
- 4.4 Excluding costs that fall within Section 3.4 of this Agreement, Hays County or certain third parties who use the Ranch Park shall be responsible for all fees other than rental room rates, including but not limited to, additional staffing or special equipment. Current rates are attached as Exhibit "B". The rates may be amended from time to time by the City but the updated rates shall be provided to the County within ten (10) business days of adoption.
- 4.5 Hays County or certain third parties who use the Ranch Park shall be responsible for setting up and tearing down all tables and chairs or pay for additional staffing.
- 4.6 Ranch Park usage hours are limited to 8 a.m. to 9 p.m. Monday through Friday. Additional charges may apply if staff is needed outside of these hours for an event, including set-up or break down. Election dates will not incur charges so long as extra staffing is not needed.

V. Approval and Amendment.

- 5.1 This Agreement shall become effective and binding on the City and the County upon approval by the Hays County Commissioners Court and the Dripping Springs City Council.
- 5.2 This Agreement can be amended only by written approval of both the Hays County Commissioners Court and the Dripping Springs City Council.
- 5.3 Ruben Becerra, Hays County Judge, is authorized to sign this Agreement on behalf of Hays County, Texas. Bill Foulds, Jr., Mayor, is authorized to sign this Agreement on behalf of the City of Dripping Springs, Texas.

VI. Representations.

- 6.1 City and County each make the following representations to each other as inducements to enter into this Agreement:
- a. That it has the legal authority to enter into this Agreement for the purposes stated herein and to perform the obligations it has undertaken hereunder,
 - b. That the meetings at which this Agreement and any amendments were approved were held in accordance with the Texas Open Meetings Act, Chapter 551, Texas Government Code;
 - c. That it has been represented by legal counsel and has had legal counsel available to it for consultation prior to entering into this Agreement;
 - d. That the officer who signed this Agreement has the legal authority to sign documents on its behalf;
 - e. That before this Agreement was approved, its governing body had already identified and its staff had already segregated sufficient lawfully available current funds for performance of all of its obligations under this Agreement even if such performance extends beyond the fiscal year in which this Agreement was approved and executed.

VII. Severability.

- 7.1 If any clause, sentence, paragraph, or article of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such determination shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion. To this extent, the provisions of this Agreement are declared to be severable.

VIII. Entire Agreement.

- 8.1 This Agreement contains the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior understandings and agreements between the parties regarding the specific improvements and third-party rentals contemplated in this Agreement. This Agreement may not be modified or amended except by written agreement duly executed by City and County and approved in the manner provided above.

IX. Interpretation

- 9.1 The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, which is codified as Chapter 791 of the Texas Government Code. All terms and provisions hereof are to be construed and interpreted consistently with that Act. This Agreement shall not be more strictly construed against either City or County.

X. Applicable Law and Venue

10.1 This Agreement shall be construed in accordance with the laws of the State of Texas. All obligations hereunder are performable in Hays County, Texas, and venue for any action arising hereunder shall be in Hays County, Texas.

EXECUTED THIS 19th day of December, 2023.

HAYS COUNTY

By: [Signature]
Judge Ruben Becerra
Hays County Judge

ATTEST:

[Signature]
Elaine H. Cardenas MBA PhD, County Clerk



EXECUTED THIS _____ day of _____, 2023.

CITY OF DRIPPING SPRINGS

By: _____
Bill Foulds, Jr.
Mayor

ATTEST:

Andrea Cunningham, City Secretary

X. Applicable Law and Venue

10.1 This Agreement shall be construed in accordance with the laws of the State of Texas. All obligations hereunder are performable in Hays County, Texas, and venue for any action arising hereunder shall be in Hays County, Texas.

(SIGNATURES ON FOLLOWING PAGE)

EXECUTED THIS _____ day of _____, 2023.

HAYS COUNTY

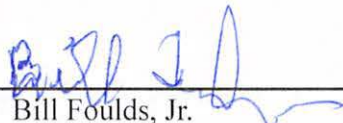
By: _____
Judge Ruben Becerra
Hays County Judge

ATTEST:

Elaine H. Cardenas MBA PhD, County Clerk

EXECUTED THIS 30th day of December, 2023.

CITY OF DRIPPING SPRINGS

By: 
Bill Foulds, Jr.
Mayor



ATTEST:

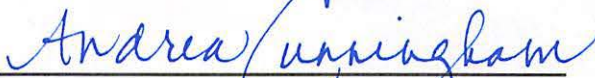

Andrea Cunningham, City Secretary

Exhibit “A” – Rentals

1. Monday-Thursday (Non-Peak Reservation Window):
 - a. Hays County: Eight (8) Monday-Thursday 12-Hour rentals per year
 - b. Non-Profits and Social Service Entities providing services in Hays County as designated by the Hays County point of contact: Six (6) Monday-Thursday 12-hour rentals per year
 - c. Texas Agri-Life Extension: Three (3) Monday-Thursday 12-Hour rentals per year
 - d. Hays County 4-H Horse Project: Twenty (20) Monday evenings per year (to end by 9 p.m.)
 - e. If additional Monday-Thursday rentals are needed, a 50% discount to room rental rates apply when such rentals are timely scheduled.
2. Friday-Sunday (Peak Reservation Window)
 - a. Hays County and Non-Profits and Social Service Entities who provided services in Hays County as designated by the Hays County point of contact named above for up to 12 events per year—12 hour rentals:
 - i. 25% discount off room rental rates if rental made over 90+ days in advance during prime reservation window.
 - ii. 50% discount off room rental rates if rental made between 45-89 days in advance during prime reservation window.
 - iii. 75% discount room rental rates if rental made between 0-44 days in advance during prime reservation window.
 - b. Hays County 4-H Horse Project:
 - i. Three (3) 12-Hour rentals per year for a Horse Point Show in Main Arena.
 - ii. Saturday or Sunday will be dependent upon paid event rentals.
3. Election Days:
 - First Tuesday of November 2024-2033 at no charge
 - Additional day per year at no charge
 - Upon written agreement by the Hays County Commissioners Court and Dripping Springs City Council, Early Voting may be approved through use of other days than those listed above or by separate written agreement when such dates are requested by Hays County and are available.

Exhibit “B” – Rental Rates (current as of 12/15/2023)
Rates may be updated from time to time and are considered incorporated into this agreement once provided to Hays County

DRIPPING SPRINGS RANCH PARK FEES

- 1.1 Fees and Rates: A non-refundable booking fee is due at the time of booking if booked two years or less in advance of the event to save the date. If the booking is more than two years prior to the event, then the booking fee is due two years prior to the event to reserve the date. The booking fee is two hundred and fifty dollars (\$250). The base room rental fee is due six months prior to the first day of the event to keep the event. The remaining balance is due 30 days prior to the event. The booking fee is non-refundable but will be used towards any incurred fees for the event.
- 2 Fields 1, 2, 3 & 4* and Trails
- (a) Full Day: \$100.00/field/day
 - (b) Trails: \$450.00/event
 - (c) Market Hourly Rate
- 3 Stalls
- (a) Event Center Stalls Full Day: \$25.00/day per stall
 - (b) Small Barn Boarding Stalls: \$100.00/month per stall
 - (c) Shavings: \$9.00/bag (sales tax included)
 - (d) Grounds Fee: \$10.00/day per horse
- 4 Outdoor Arena*
- (a) Full Day: \$150.00/day, if rented with Event Center Facility, \$75.00/day
 - (b) Outdoor Arena Lights: \$25.00/night
 - (c) Use of the Concession Stand, Announcers Stand and Public Address System: \$50.00/day
 - (d) Local 4H and Future Farmers of America groups are exempt for paying Outdoor Arena fees for practices (Outdoor Arena fees apply to these groups for any organized use of the Arena).
- 5 Horseback Riding throughout Park & Outdoor Arena
- (a) Indoor Arena Day Pass Permit: \$20.00/day/horse
 - (b) Individual Riding Membership: \$200.00/year

- (c) Family Riding Membership (1 – 4 persons): \$500.00/year
- (d) Each Additional Family Member added to Family Riding Membership (5+ persons):
\$100.00/person/year
- (e) Trainer Membership: \$400.00/year
- (f) Trainer Day Fee: \$20.00/hour
- (g) Youth Membership: \$100.00/person who is under the age of eighteen, per year
- (h) Coggins Certificate must be on person during park use.
- (i) Liability waiver must be signed by each permit holder.
- (j) Permit must be displayed in vehicle and on person during park use.

6 Overnight Primitive Camping Site

- (a) \$20.00/night/vehicle
- (b) Permit must be displayed on vehicle.

7 Event Center Facilities (Full Day is 12 hours; Half Day is 6 hours)*

7.1 Large & Small Indoor Arena & VIP Booths:

- (a) Large Indoor Arena: Full Day, Monday – Thursday: \$400.00/day
- (b) Large Indoor Arena: Full Day, Friday – Sunday: \$900.00/day
- (c) Large Indoor Arena: Half Day, Monday – Thursday: \$225.00/day
- (d) Large Indoor Arena: Each Additional Hour: \$50.00/hour
- (e) Small Indoor Arena: Full Day, Monday – Thursday: \$200.00/day
- (f) Small Indoor Arena: Full Day, Friday – Sunday: \$350.00/day
- (g) Small Indoor Arena: Half Day, Monday – Thursday: \$100.00/day
- (h) Small Indoor Arena: Each Additional Hour: \$25.00/day
- (i) VIP Booth: Full Day: \$150.00/day/VIP Booth

7.2 Large & Small Special Event Center Rooms

- (a) Large Event Room: Full Day, Friday – Sunday: \$1,500.00/day
- (b) Large Event Room: Half Day, Friday – Sunday: \$800.00
- (c) Large Event Room: Full Day, Monday – Thursday: \$750.00
- (d) Large Event Room: Half Day, Monday – Thursday: \$500.00
- (e) Large Event Room: Special Event Room Each Additional Hour: \$75.00/hour
- (f) Small Event Room: Full Day, Friday – Sunday: \$800.00/day
- (g) Small Event Room: Half Day, Friday – Sunday: \$400.00/day
- (h) Small Event Room: Full Day, Monday – Thursday: \$400.00/day
- (i) Small Event Room: Half Day, Monday – Thursday: \$250.00/day
- (j) Small Event Room: Each Additional Hour: \$50.00/hour

7.3 Entire Event Center (excludes stalls and RV Hookups)

- (a) Full Day: \$3,000.00/day (does not include expansion)
- (b) Each Additional Hour: \$75.00/hour
- (c) Half Day: \$2000.00/day
- (d) Expansion: \$900.00/day

7.4 Vendor Hall/Front Porch

- (a) Full Day: \$400.00/day
- (b) Half Day: \$250.00/day
- (c) Each Additional Hour: \$35.00/hour

7.5 Concession Kitchen & Concession Stand

- (a) Concession Kitchen: Full Day: \$300.00/day
- (b) Concession Kitchen: Each Additional Hour: \$25.00
- (c) Concession Stand: Full Day: \$200.00/day
- (d) Concession Stand: Each Additional Hour: \$25.00/hour

7.6 Set-Up, Removal and Cleaning

- (a) Additional Panels including set-up: Hourly Staff Charge of \$25.00 Regular Time and \$45.00 Overtime
- (b) Hourly Staff Charge for Panel Set-Up: \$25.00/hour/staff member
- (c) Special Portable Bleacher set-up: \$100.00/set
- (d) Stage set-up or removal in Special Event Room(s): \$150.00/stage per event
- (e) Stage set-up in Arena(s): \$50.00/stage per event

7.7 Discounts

- (a) Large Indoor Arena Rental Fee: 50% off with 100+ stalls; 25% off with 50+ stalls
 - (b) Large Event Room Rental Fee: 50% off Thursday for setup day with Full Day Friday – Sunday Rental
 - (c) Small Event Room Rental Fee: 50% off Thursday for setup day with Full Day Friday – Sunday Rental
 - (d) Entire Event Center: 50% off Thursday for setup day with Full Day Friday – Sunday Rental
 - (e) Vendor Hall/Front Porch: 50% off Thursday for setup day with Full Day Friday – Sunday Rental
 - (f) Concession Kitchen or Stand: 50% off Thursday for setup day with Full Day Friday – Sunday Rental
- Effective Date 08.24.23 (2023-26)
- (g) Entire Park: 50% off Thursday for setup day with Full Day Friday – Sunday Rental

8 Recreational Vehicle Site with Hook-Ups

- (a) Recreational Vehicle Site with 30 amp: \$45.00/day
- (b) Permit must be displayed on vehicle

9 Entire Park: All Facilities at Park (Entire Event Center, Outdoor Arena, Round Pen; Excludes Ranch House and Expansion)

- (a) Full Day: \$4,000.00
- (b) Each Additional Hour: \$75.00
- (c) Expansion: \$900.00/day

10 Equipment Rentals

- (a) Tables:
 - (i.) Onsite: \$8.00/day per table
 - (ii.) Offsite: \$16.00/day per table
- (b) Chairs: \$15.00/cart (25 chairs)/day
- (c) Drag Fees during Event (includes up to 4 drags): \$100.00/day
- (d) Water/Drag Additional Fee (includes 2 drags): \$100.00/event

- (e) Additional Drags Add On: \$25.00/drag
- (f) Arena Packing and Post Event Re-leveling: \$2000.00/event
- (g) Special Dirt Needs: TBD at assessment per event specifications
- (h) Jump Set (set up fees are additional): \$250.00/day
- (i) Jump Set Set-Up Fee: \$25.00/hour (one hour minimum)
- (j) Barrell Racing and Reining Drag Package: \$300.00/day
- (k) Bar: \$50.00/bar

11 Custodial Cleaning Fees: Includes trash bin service throughout the event, floor cleaning, acility consumables (i.e., paper towels, soap, toilet tissue). Excludes bulk trash that does not fit in the trash bin, table and chair setup and breakdown, and animal stalls and pens.

- (a) Event Park: \$250.00/day
- (b) Event Center Entire Facility: \$1000.00/event
- (c) Large Indoor Arena: \$350.0/day
- (d) Small Indoor Arena: \$150.00/event
- (e) Outdoor Arena: \$100.00/event
- (f) Large Special Event Room: \$350.00/event
- (g) Small Special Event Room: \$200.00/event
- (h) Vendor Hall/Front Porch: \$150.00/event
- (i) Concession Kitchen: \$150.00/event
- (j) Concession Stand: \$75.00
- (k) Fields/Trails: Determined by DSRP Manager
- (l) VIP Booth: \$25.00/booth/event
- (m) Civic Meeting Custodial (if serving food/drink): \$25.00/ event
- (n) Animal Stall/Pen Cleaning: Determined by DSRP Manager
- (o) Table Setup/Breakdown: Determined by DSRP Manager

12 Electrical Requests

- (a) Large Amp Plugs: \$35.00/box (plug)
- (b) Direct Plug into Transformer: \$50.00/plug
- (c) Extension Cords: \$40.00/item/event

13 Sound System

- (a) Audio/Visual Engineer: Fee TBD at assessment per event specifications.

14 Recreational Vehicle Dump

- (a) \$20.00/occurrence

15 Damages & Fines

- (a) No glass containers are allowed on premises of the Dripping Springs Ranch Park and Event Center. Use of Glitter, Confetti, Fireworks, or PYROTECHNICS is strictly prohibited. This includes outdoor spaces. Failure to comply with this policy will result in a \$500.00 fine.
- (b) Events will be required to complete a damage waiver and complete a credit card

authorization form. In the event of any damage, the user will be contacted to either pay for the damages or, if the user does not pay the damages or is unavailable, the damage costs will be charged to the credit card on file.

16 Business Opportunities (non-peak)

- (a) Event Center Manager may allow rental available space (60 days from event) at 50% of base rental fee.
- (b) Event Center Manager may allow general use rental rate-booked 14 days or less days in advance for unused event space \$75.00 per hour/minimum 2 hours rental-maximum 4 hours rental.
- (c) Civic Meeting Rate (non-profit/governmental only) up to 4 hours: \$100.00 for 2 hours plus \$50.00 for each additional hour past 2 hours. Must be booked within 31 days of date of meeting.

17 Special Fees

- (a) Holiday Fee-Events booked on city holiday or holiday weekends: 20% additional fee per event.
- (b) After Hours Fee-Assessed to events that extend past event hours: \$50.00/hour/staff member. Event and breakdown must be completed prior to midnight or by the time that is specified in rental contract. Minimum of 2 staff members are required onsite.
Additional information related to business hours may be obtained by contacting the Event Center.

18 Special Events and Programming

- (a) Special fees for events, clinics, and programming may be set by the DSRP Board in consultation with the Parks and Community Services Director and DSRP Manager by written agreement to be executed by the City Administrator.

19 Parking Fees

- (a) Overnight Parking Fee: \$20.00/vehicle per night
- (b) Event Parking: \$5.00/vehicle per day

DSRP VOTING LOCATION LICENSE AGREEMENT

between

City of Dripping Springs

and

Hays County

Contract No. HAY20240904

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DSRP VOTING LOCATION LICENSE AGREEMENT

THIS LICENSE AGREEMENT IS ENTERED BY AND BETWEEN THE CITY OF DRIPPING SPRINGS AND HAYS COUNTY.

WHEREAS, the City owns and operates Dripping Springs Ranch Park; and

WHEREAS, the County desires to use a portion of Dripping Springs Ranch Park as a voting location for the November 5, 2024 uniform election, including early voting; and

WHEREAS, as a as a public service, for the benefit and improvement of the community, the County intends to purchase and install two Portable Buildings for Hays County elections located within the Licensed Area; and

WHEREAS, the City finds that it is in the best interest of the City and its residents to provide a voting location for State and County elections; and

WHEREAS the City and County have mutually agreed to the terms and conditions set forth herein for the County's temporary use of Dripping Springs Ranch Park for this purpose.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE CITY AND COUNTY AGREE AS FOLLOWS:

ARTICLE 1. GENERAL

1.1 Recitals

The foregoing recitals are incorporated into this Agreement by reference as if expressly set forth herein.

1.2 Effective Date

This Agreement shall be effective on September 4, 2024.

1.3 Term

This Agreement shall remain in effect until the removal of the Portable Buildings in accordance with section 3.3 below.

ARTICLE 2. DEFINITIONS

In this Agreement:

- (a) **“Agreement”** means this License Agreement;
- (b) **“City”** the City of Dripping Springs, a General Law, Type-A municipality located in Hays County, Texas;

- (c) **“County”** means Hays County, a political subdivision of the State of Texas;
- (d) **“Dripping Springs Ranch Park”** or **“DSRP”** means the City-owned park and event center located at 1042 Event Center Drive, Dripping Springs, Texas;
- (e) **“Interlocal Agreement”** means the Amended Agreement between the City and the County for Use of the Dripping Springs Ranch Park by the County, Based on Previous Funding of Construction of the Dripping Springs Ranch Park, Formerly Known as Harrison Ranch Park, a Public Property Owned by the City dated November 19, 2023;
- (f) **“License Term”** means the period commencing on October 21, 2024, the first day of early voting,
- (g) **“Licensed Area”** means the portion of Dripping Springs Ranch Park outlined and shaded in dark blue in Exhibit “A” to this Agreement;
- (h) **“Parking Areas”** means the portion of Dripping Springs Ranch Park outlined and shaded in light blue in Exhibit “A” to this Agreement;
- (i) **“Parties”** means the City and Hays County;
- (j) **“Portable Buildings”** means the portable expandable insulated shelters substantially as described in Exhibit “B” to this Agreement;
- (k) **“Temporary Storage Area”** means the area in respect of which a further temporary license is authorized to be issued by the City Administrator by section 3.6 below;
- (l) **“Voting Period”** means the period commencing on October 21, 2024, being the first day of early voting, and ending on November 5, 2024, being the uniform election date.

ARTICLE 3. USE OF SPACE AND FACILITIES

3.1 Grant of License

The City grants the County the right to install two Portable Buildings within the Licensed Area for use as a voting location for the November 5, 2024 uniform election, including early voting.

3.2 County Responsibility

The County will be responsible for the installation, maintenance, and removal of the Portable Buildings, including ensuring that they are ADA-compliant and connected to the electrical service identified by a green circle adjacent to the Licensed Area in Exhibit “A” to this Agreement.

3.3 Delivery and Removal

The County will coordinate with the City regarding the exact dates for the delivery and removal of the Portable Buildings, provided that the Portable Buildings are removed from the Licensed Area no later than fifteen (15) days after the Voting Period ends unless otherwise agreed in writing by both Parties.

3.4 Access to Parking Areas

The County may provide election workers and voters access to the Parking Areas for the purpose of parking vehicles during the Voting Period.

3.5 Access to Restrooms

The County may provide election workers and voters access to the restrooms located in the extension side of the DSRP Event Center during the Voting Period.

3.6 Temporary Storage Area

The City Administrator is authorized to grant a further license to the County permitting the temporary storage of the Portable Buildings at the City's Public Works Maintenance Facility, if requested by the County, upon such terms not inconsistent with this Agreement as the City Administrator may determine.

3.7 No Charge for Use

The City will not charge the County for the use of the Licensed Area, Parking Areas, Temporary Storage Area, or restrooms, or for the electricity required to operate the Portable Buildings.

3.8 Restricted Use

The County agrees to use the Licensed Area and Parking Areas solely for the purpose of conducting early voting and Election Day activities.

3.9 Repair

The County agrees to be fully responsible for any damage to the Licensed Area or Dripping Springs Ranch Park arising from the installation, use, or removal of the Portable Buildings.

3.10 Insurance

Throughout the term of this Agreement and a period of 12 months after the expiration of this Agreement, the County shall, at its own expense, maintain and carry insurance in full force and effect that includes, but is not limited to, commercial general liability with a minimum of US Dollars \$2 million for each occurrence and US Dollars \$6 million in the aggregate with financially sound and reputable insurers. Upon the City's request, the County shall provide the City with a certificate of insurance and policy endorsements for all insurance coverage required by this section and shall not do anything to invalidate such insurance. The certificate of insurance shall name the City of Dripping Springs as an additional insured. The County shall provide the City with 60 days' advance written notice in the event of a cancellation or material change in the County's insurance policy. Except where prohibited by law, the County shall require its insurer to waive all rights of subrogation against the City's insurers and the City and its employees, servants, agents, officials, volunteers and agents. The County waives the rights to recovery from the City for any injuries that the County and/or the County's agent, servants or employees may sustain in connection with this Agreement.

ARTICLE 4. MISCELLANEOUS

4.1 Assignment

Neither Party's obligations under this Agreement may be assigned or transferred to any other person, firm, or corporation without the prior written consent of the other Party.

4.2 Compliance with Laws

Each Party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and applicable to the Parties performing the terms and conditions of this Agreement.

4.3 Entire Agreement

This Agreement (including any and all Exhibits attached hereto), together with the Interlocal Agreement, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral. The Parties acknowledge that this Agreement is intended to be complementary to, and interpreted in a manner harmonious with, the Interlocal Agreement. In the event of any inconsistency or conflict between this Agreement and the Interlocal Agreement, the provisions of this Agreement shall prevail to the extent necessary to resolve such conflict while giving effect to the intent of both agreements.

4.4 Amendment

This Agreement may only be amended in writing signed by both parties.

4.5 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

4.6 Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

4.7 Venue

The venue for any and all legal disputes arising under this Agreement shall be a court of competent jurisdiction located in Hays County, Texas.

4.8 Notice

- (a) All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: City Administrator
City of Dripping Springs
P.O. Box 384
Dripping Springs, TX 78620

For the County:

Attention: County Judge
Hays County
111 E. San Antonio St., Suite 300
San Marcos, TX 78666

With a copy to:

Hays County Criminal District Attorney's
Office – Civil Division
111 E. San Antonio St., Suite 202
San Marcos, TX 78666
Phone: (512) 393.2219

With a copy to:

Elections Administrator
120 Stagecoach Trail
San Marcos, TX 78666
Phone: (512) 393.7310
jennifer.doinoff@co.hays.tx.us

- (b) Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

4.9 Force Majeure

Each of the Parties shall be excused from any delays and failures in the performance of the terms and conditions of this agreement, to the extent that such delays or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

4.10 Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties and delivered to the other Party. A signed copy of this Agreement delivered by facsimile, e mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4.11 Section Headings, Exhibits

The article, section and subsection headings of this Agreement, shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

4.12 Binding Effect

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

4.13 Survival

Despite the duration of this Agreement, the following provisions, and the terms and conditions contained therein, shall remain in effect: 1.1 [Recitals], Article 2 [Definitions], 3.2 [County Responsibility], 3.3 [Delivery and Removal], 3.7 [No Charge for Use], 3.9 [Repair], 3.10 [Insurance], 4.3 [Entire Agreement], 4.4 [Amendment], 4.5 [Severability], 4.6 [Governing Law], 4.7 [Venue], 4.8 [Notice], 4.9 [Force Majeure], 4.10 [Execution in Counterparts], 4.11 [Section Headings, Exhibits], 4.12 [Binding Effect], 4.13 [Survival], and 4.14 [Waiver].

4.14 Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom enforcement is sought. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT.

THE CITY:
City of Dripping Springs

THE COUNTY:
Hays County

Michelle Fischer
City Administrator

Ruben Becerra
Hays County Judge

Date

Date

EXHIBIT "A": Proposed Voting Locations



EXHIBIT “B”: Portable Building Specifications



Elite Aluminum Corporation FORTS™ Specifications (38)

FORTS™ (Fold Out Rigid Temporary Shelter) is a portable expandable insulated shelter for temporary housing, and supplying of various services.

Standard Unit – Features

Exterior Dimensions - Opened; 19' 6" L x 17' 6" W x 8' 4" H

Interior Dimensions - Opened; 16' L x 17' 1" W x 7' 5" H

Exterior Dimensions - Closed; 19' 6" L x 45" W x 8' 4" H

Useable Space (Interior): 273 sq. ft.

Space when open: 345 sq. ft.

Space when closed: 73.5 sq. ft.

- Features:**
- Wall mount 2 Ton Air Conditioner with 5kW or 8kW heat strip options (16,400 BTUH; 9.00 EER) with thermostat control panel inside of unit
 - One Room, Two Room, Three Room, or Four Room Options
 - Electrical Panel Rated 125AMP, with five (5) 110v tamper resistant outlets.
 - LED lightning, four (4) panels, each provides 240 watts total.
 - Single hung aluminum window with one-eighth inch (1/8") clear tempered glass. Fully insulated construction.
 - Extrusions at corner wall, and roof connections are interlock design to add structural strength
 - Interlocking extrusions are equipped with weather-stripping to help prevent moisture intrusion
 - Patented hinged extrusions to facilitate opening and closing unit.
 - Core Leveling System, with locking casters and forklift pockets for transport.
 - Floor Leveling System with nine (9) leveling arms.
 - Heavy-duty roof, floor, and wall finishes.

Kitchen connection plugs (water inlet, water outlet).
 Integrated Storage Cabinets.
 Tool Box – tools for set-up, with level.
 Repair Kit – paint and patch material.
 Rated for wind speeds up to 130 mph (with proper anchorage); roof live loads up to 60 lbs. per square ft.
 Transport: Shipping weight 4500 lbs.
 Four (4) units in a 40' high cube container or trailer (flatbed or box)

Anchorage: Cast aluminum Earth Anchoring System. **Structure:**

Core

A center core structure comprising of a rectangular box structure of heavy-duty extruded aluminum 0.156 inch thick alloy 6063-T6. Components are bolted and welded connections creating a box beam configuration. At Roof location anchors for lifting (if ordered); forklift pockets and six inch (6") locking casters to allow easy movement and transport. Four (4) steel Leveling Jacks at base for leveling of core of the unit.

Panels:

Roof, wall and floor, consisting of composite aluminum panels, with expanded polystyrene core, pressure laminated.

Roof panels, three-inch (3") in depth; facings 0.024 aluminum, core one (1) pound density expanded polystyrene; "R" value 13.90. Wall panels, three inch ("3") in depth; facings 0.024 aluminum, core one (1) pound density expanded polystyrene; "R" value 13.90. Floor panel, four (4") inch in depth, facings 0.024 aluminum, core two (2) pound density expanded polystyrene, with ¼" AC grade plywood substrate; "R" value 18.56. Acoustical; transmission of sound for expanded polystyrene is an STC of 51.

Framing/Extrusions/Sheet/Fasteners

Panels are framed with aluminum extrusions as required. All extrusions are alloy 6063-T6 aluminum only, with minimum thickness 0.09 to 0.18 inches as required. Extrusion framing shall be configured to interlock between the roof and exterior wall panels to create a water and wind barrier at the interconnection and further to create a unified structure for strength. All aluminum facing minimum type 3105-H25; Core PCF (1) or (2) ASTM C-578-83 branded EPS, Adhesive Ashland 2020 ISO Grip.

All fasteners to be 2024-14 or 7075-T73 alloy, non-magnetic stainless steel. SAE grade 5, steel (min) or cadmium plated or other corrosion resistance material complying with 5.1.1C, 2005 *Aluminum Design Manual*, the Aluminum Association, Inc. All aluminum components insulated from dissimilar metals or ground contact to prevent electrolysis.

Door Unit:

Aluminum door, thirty-six inch (36") width, eighty-inch (80") height; insulated solid core with thermally broken extruded aluminum frame. "R" value of 9.55.

Window Unit:

Aluminum frame, single hung glass pane, utilizing one-eighth inch (1/8") clear tempered glass; design pressure rated for plus 35 PSF to negative 35 PSF; U factor 1.08; solar heat gain coefficient 0.71, with visible transmittance of 0.75.

Anchorage System:

Seven inch (7") anchors of die cast aluminum; three-sixteenth inch (3/16") galvanized steel cable; load capacity per anchor of 3,000 lbs., requires four (4) anchors per unit.

Floor Support/Level System:

Three inch (3") by three inch (3") by 0.90 steel box beams, G90 galvanized, painted, grey polyester, with one-half inch (1/2") SAE grade 5 threaded adjustment rods and support plates.

Air Conditioning/Heat Strip System:

Wall-mounted (2) ton air conditioner cooling, 16,400 BTUH, 60Hz, with 5kW or 8kW heat strip options, heating and cooling system, rotary compressor, green refrigerant R-410A (HFC) non-ozone depleting in compliance with 2010 EPA requirements. Complies with efficiency requirements of ANSI/ASHRAE/IESNA 90.1-2077.

Certified to ANSI/ARI Standard 390-2003 for SPVU; Intertek ETL listed to Standard for Safety Heating and Cooling Equipment ANSI/UL 1995/CSA 22.2 No. 236 – US Third Ed.

Electrical Supply/Lighting/Data Connections:

120/240 Volt rated electric, 125 amp, single-phase interior panel board. Includes 125amp Breaker for permanent power connections for shore power/generator. Power provided to utility outlets, lighting, reverse cycle air conditioning unit and optional kitchen unit, LED panels four (4) provides 240 watts total. One (1) data Port for phone and Internet connections. Data port = CAT5e

Structural Performance:

Roof panel; transverse load and concentrated load test, loads to 80 PSF with two (2) times safety factor, per ASTM E-72-05, section 11.3.1.1.

Diaphragm / Racking load test, loads to 5,000 pounds per ASTM E-72-05, Section 11.3.1.1.

Impact, cyclic pressure and wind loading, loads to design pressure of +43/-70 per TAS 201, TAS 202, TAS 203 and ASTM E72.

Uplift resistance test, loads to design pressure of +43/-70 per ASTM E72.

Wall Panels:

Transverse Load Test, load pressure to negative 56.53, per ASTM E72-05, Section 11.3.1.1.

Diaphragm / Racking Load Test, loads to 6000 pounds per ASTM E72-095, Section 11.3.1.1.;

compression test, loads to 16,000 pounds, per ASTM E72-05, Section 11.3.1.1; Tension test,

loads to 5000 pounds per ASTM E72-05, Section 11.3.1.1.

Impact, cyclic pressure, static wind loading, loads to design pressure of +43/-70 per TAS 201, TAS 202, TAS 203, and ASTM 72.

Finishes:

Roof covering: Fleece back membrane (polyolefin based, thermoplastic, heat-weldable membranes, polyester reinforced. Thickness 0.045 inch, UL Class "A" and FM Class 1-90 classifications available. Energy Star: initial solar reflectance, solar spectrum reflectometer white 0.87 / tan 0.68; CRRC: ASTM C1549 initial solar reflectance , white 0.79, tan 0.71; LEED thermal emittance, ASTM E408, white 0.95, tan 0.95; SRI (solar reflectance index) ASTM E1980, white 110, tan 88 reinforced fabric membrane meeting or exceeding requirements of ASTM 06878.

Wall Finish: ACRA-LASTIC 2700 high built acrylic elastomeric coating; VOC compliant.

Floor Coverings: Tough-ply, 0.050 inch thick nickel plate covering; polyolefin based thermoplastic with polyester reinforced membrane.

Approvals/Compliance:

ICC (International Code Council) ESR-1599
Roof and Wall panels.

State of Florida Approvals for roof and wall panels, impact and non-impact, FL 5500, FL 7561, and FL 12225

State of California Approval for roof panels, wall panels, roof systems and wall systems. FBH3, FBH4, FBH5, SPA 269-4, and SPA 269-5.

Compliant with 2012 International Building Code, 2012
International Residential Code,
ASCE-7-10, 2010 Aluminum Design Manual.

Underwriters Laboratories, Inc., Listed UL 1715 (Interior) 5N46
Underwriters Laboratories, Inc., Listed Class "B" (Exterior) 4N08,
Electric per National Electric Code All
electric devices are UL Listed Energy
Star – Roof Coating rated.

Fire Compliance:

The FORTS Unit and panels are compliant with the following:

UL 1715 (UBC 17-5) Room Corner Test.

Fire test of Internal Finish Materials as classified by Underwriters Laboratories, Inc.

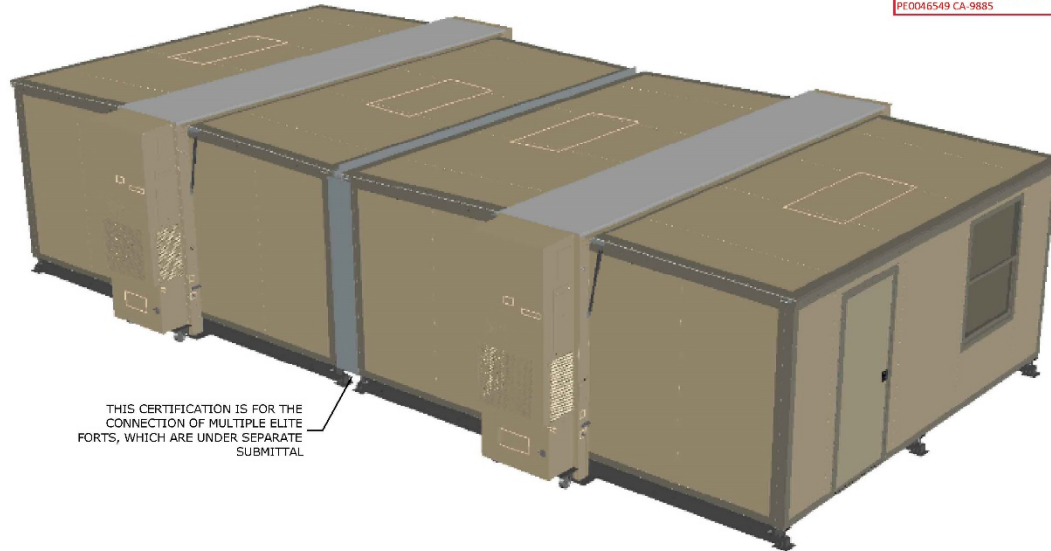
File No. R15413.

Class "B" (Full) Exterior Fire Resistances per ASTM E108-91A. Three classes of fire test exposures, spread of flame, intermittent flame and burning Brands.

Classified by Underwriters Laboratories, Inc., File No. R 15373.

Class "A" Spread of Flame for exterior fire resistance, per ASTM E108-07A, Southwest Research, Department of Fire Technology.
UBC 26-3 Room Fire Test Standard. 15 minutes interior. Southwest Research, Department of Fire Technology.

ELITE FORTS: STRUCTURE SUPPORT FOR TANDEM UNIT EPCOT EDITION



THIS CERTIFICATION IS FOR THE CONNECTION OF MULTIPLE ELITE FORTS, WHICH ARE UNDER SEPARATE SUBMITTAL

VALID ONLY FOR ZIP CODE: 646 S Victory Way
 Reunion, Osceola, Florida 34747
 VALID ONLY FOR: Fort Services
 FOR PERMIT USE WITHIN 14 DAYS OF DIGITAL SEAL
 PE0046549 CA-9885

CERTIFIED UP TO:
 +50.26 / -67.01 PSF
 (USE THE ABOVE VALUES FOR WINDOW AND DOOR SELECTION)

MWFRS MAXIMUM LOADS:
 ROOF: -26.77 PSF/+26.77 PSF
 WALLS: -14.13 PSF/+16.92 PSF



Digitally signed by Frank Bennardo
 Date: 2020.06.16
 152554-0400 ONLY
 VALID ONLY WITH RAISED ENGINEER SEAL

EX ENGINEERING EXPRESS
 160 SW 13TH AVENUE # 105
 DEERFIELD BEACH, FL 33443
 PH: (954) 394-9560 FAX: (954) 394-0443
 WWW.ENGINEXP.COM
 CHIEF OF AUTH. BRANCH
 A. FRANK L. BENNARDO, P.E., INC. INNOVATION

ELITE ALUMINUM CORPORATION
 4650 LYONS TECHNOLOGY PARKWAY
 COCONUT CREEK, FL 33073
 ELITE FORTS
 FOLD-OUT RIGID TEMPORARY STRUCTURE

FORTS
 FOLD-OUT EQUIPMENT

GENERAL NOTES:

- 1) THIS STRUCTURE HAS BEEN DESIGNED & COMPLIES WITH THE REQUIREMENTS OF THE EPCOT BUILDING CODE 2015 EDITION. USING LOADING CRITERIA OUTLINED HEREIN, STRUCTURE SHALL BE FABRICATED IN ACCORDANCE WITH ALL GOVERNING CODES. BUILDER SHALL INVESTIGATE AND CONFORM TO ALL LOCAL BUILDING CODE AMENDMENTS WHICH MAY APPLY. DESIGN CRITERIA OR SPANS BEYOND STATED HEREIN REQUIRE ADDITIONAL SITE SPECIFIC SEALED ENGINEERING. ALL WIND LOADS BASED ON V ult=186 MPH (V asd EQUIVALENT=145 MPH), RISK CATEGORY III, EXPOSURE 'C', Kd=0.85,Kt=1.0 (FLAT OR UNOBSTRUCTED TERRAIN ONLY), ENCLOSED (Gcpl=+/-0.18), 15' MRH PER ASCE 7-10 AS APPLICABLE.
- 2) THIS STRUCTURE IS INTENDED TO PROVIDE TEMPORARY SHELTER AND IS NOT INTENDED AS AN IMPACT PROTECTION SYSTEM OR AS HABITABLE SPACE FOR PERMANENT USE. THE ELITE FORT IS NOT INTENDED FOR USE IN HIGH WIND EVENTS, AND SHALL BE PROPERLY DISASSEMBLED PRIOR TO, SUSTAINED ULTIMATE WIND SPEEDS OF 130MPH OR GREATER. THESE DOCUMENTS ARE NOT FOR A SPECIFIC SITE, AN ONSITE DESIGN PROFESSIONAL OR THE AUTHORITY HAVING JURISDICTION SHALL VERIFY THAT 100MPH IS VALID FOR USE WHERE THIS STRUCTURE IS ERECTED.
- 3) COMPOSITE ROOF AND WALL MEMBERS SHALL BE CONSTRUCTED USING MINIMUM TYPE 3105-1025 ALUMINUM FACINGS, (1) OR (2) PCF ASTM C-578-83 BRAND EPS ADHERE TO ALUMINUM FACINGS WITH ASHLAND CHEMICAL 2020D 150 GRIP. FABRICATION TO BE BY ELITE PANEL PRODUCTS ONLY IN ACCORDANCE WITH APPROVED FABRICATION METHODS.
- 4) ALL EXTRUSIONS SHALL BE ALUMINUM ALLOY TYPE 6063-T6 ONLY, UNLESS OTHERWISE NOTED.
- 5) ALL FASTENERS TO BE 316 SS NON-MAGNETIC STAINLESS STEEL, SAE GRADE 5 STEEL MIN, OR CADMIUM PLATED OR OTHER CORROSION RESISTANT MATERIAL AND SHALL COMPLY WITH THE 2010 ALUMINUM DESIGN MANUAL, THE ALUMINUM ASSOCIATION, INC., & APPLICABLE FEDERAL, STATE, AND LOCAL CODES. FOR ALUMINUM MEMBERS ALL ANCHORS SHALL BE SPACED WITH 2xDIAMETER END DISTANCE AND 2.5xDIAMETER MIN. SPACING TO ADJACENT ANCHORS, UNLESS NOTED OTHERWISE.
- 6) FASTENERS SHALL HAVE A HEAD AND/OR BE PROVIDED WITH 1/2" DIAMETER WASHER MINIMUM UNLESS NOTED OTHERWISE. ANY FASTENER STRIPPED OR NOT ADEQUATELY HOLDING SHALL BE REPLACED.

- 7) ANCHORAGE OF SYSTEM TO GROUND SHALL FOLLOW ALL MANUFACTURERS REQUIREMENTS AND ARE THE EXPRESS RESPONSIBILITY OF THE BUILDER. MANUFACTURER DATA SHEETS FOR EARTH ANCHORS MUST BE ATTACHED TO THIS DOCUMENT OR ANCHOR TIE-DOWN DETAILS ARE INVALID.
- 8) THE BUILDER IS RESPONSIBLE TO INSULATE ALUMINUM MEMBERS FROM DISSIMILAR METALS TO PREVENT ELECTROLYSIS.
- 9) WINDOWS AND DOORS SHALL BE BY OTHERS IN ACCORDANCE WITH REQUIRED WIND PRESSURES STATED IN TABLES & SHALL MEET ALL WIND LOAD REQUIREMENTS. THIS ENCLOSURE IS NOT IMPACT RESISTANT. SHUTTERS SHALL NOT BE INSTALLED TO THIS ENCLOSURE.
- 10) ALUMINUM MEMBERS IN CONTACT WITH EARTH OR DISSIMILAR MATERIALS SHALL BE PROTECTED IN ACCORDANCE WITH APPLICABLE CODE REQUIREMENTS.
- 11) ELECTRICAL GROUND AND ALL RELATED WIRING AND CONSIDERATIONS TO BE DESIGNED BY OTHERS AS REQUIRED.
- 12) MAXIMUM OVERALL WIDTH = 17'-8 1/2", MAX OVERALL LENGTH = 17'-6", MAX RIDGE HEIGHT = 8'-6", MAX WIND VELOCITY & EXPOSURE v ult= 130MPH, 'C', SITE SPECIFIC ENGINEERING REQUIRED FOR ANY DETAIL WHICH DEVIATES FROM THIS PLAN OR BEYOND THESE LIMITATIONS.
- 13) ENGINEER SEAL AFFIXED HERETO VALIDATES STRUCTURAL DESIGN AS SHOWN ONLY. USE OF THIS SPECIFICATION BY CONTRACTOR, et al. INDEMNIFIES AND SAVES HARMLESS THIS ENGINEER FOR ALL COSTS AND DAMAGES INCLUDING LEGAL FEES AND APPELLATE FEES RESULTING FROM MATERIAL FABRICATION, SYSTEM ERECTION, AND CONSTRUCTION PRACTICES BEYOND THAT WHICH IS CALLED FOR BY LOCAL, STATE, AND FEDERAL CODES AND FROM DEVIATIONS OF THIS PLAN.
- 14) THIS ENGINEER HAS NOT VISITED THIS JOB-SITE. INFORMATION CONTAINED HEREIN IS GENERIC AND DOES NOT PERTAIN TO ANY SPECIFIC PROJECT LOCATION. THIS ENGINEER SHALL NOT BE HELD RESPONSIBLE OR LIABLE IN ANY WAY FOR ERRONEOUS OR INACCURATE DATA OR MEASUREMENTS.
- 15) EXCEPT AS EXPRESSLY PROVIDED HEREIN, NO ADDITIONAL CERTIFICATIONS OR AFFIRMATIONS ARE INTENDED.

REMARKS	DRWN	CHKD	DATE
INT ISSUE	CSL	TSB	06/17/21
REV FOR CHANGE ORDER	CSL	TSB	07/29/21
REV FOR 2021 ISG	CSL	TSB	04/15/23

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1 ISO VIEW
SCALE: N.T.S.
VIEW

2 ELEVATION VIEW
SCALE: N.T.S.
VIEW

3 ELITE FORT CONNECTION ADAPTER
SCALE: 3"=1'-0"
VIEW

3 ATTACHMENT DETAIL
SCALE: 12"=1'-0"
VIEW

ELITE FORT PER SEPARATE SUBMITTAL

17'-6" MAX.

9'-0" MAX.

~1'-0 1/2"

INSIDE OF ELITE FORT

(2) 2x12X0.1875" ALUMINUM

1/8" RIVNUT, 8" O.C., 4" FROM ENDS, TYP.

1/8" WELD TYP, 4043 ALLOY

2"x12"x3/8" ALUMINUM TUBE (6063-T6 MIN.) (CONTINUOUS)

1-1/4"

1'-0"

1/8" WELD TYP, 4043 ALLOY

3/8" 6063-T6 ALUMINUM (CONTINUOUS)

1'-3 1/2"

3/4"

ELITE FORT PANEL BELOW, TYP.

1/2" RIVNUT, 8" O.C., 4" FROM ENDS, W/ 3/4" MIN. TYP.

8"

1'-0"

ELITE PANEL (PER SEPARATE CERT.)

EXISTING ALUMINUM CHANNEL 0.09" MIN. TYP.

6061-T6 ALUMINUM

3/4"

FL

VALID FOR (1) JOB ONLY
VALID ONLY WITH INKS SIGNER SEAL

ENGINEERING EXPRESS

160 SW 12th AVENUE # 106
DEERFIELD BEACH, FL 33442
PH: (954) 354-0650 FAX: (954) 354-0443
WWW.ENGGEXP.COM

CERT. OF AUTH. #6888
A. FRANK L. BERNARDO, P.E., INC. INNOVATION

ELITE ALUMINUM CORPORATION
4650 LYONS TECHNOLOGY PARKWAY
COCONUT CREEK, FL 33073
ELITE FORTS
FOLD-OUT RIGID TEMPORARY STRUCTURE

REVISIONS	DATE	BY	CHKD	DATE
1	06/17/11	TBS	TBS	06/17/11
2	07/28/11	TBS	TBS	07/28/11
3	04/15/12	TBS	TBS	04/15/12

18-6470

SCALE: 12"=1'-0"

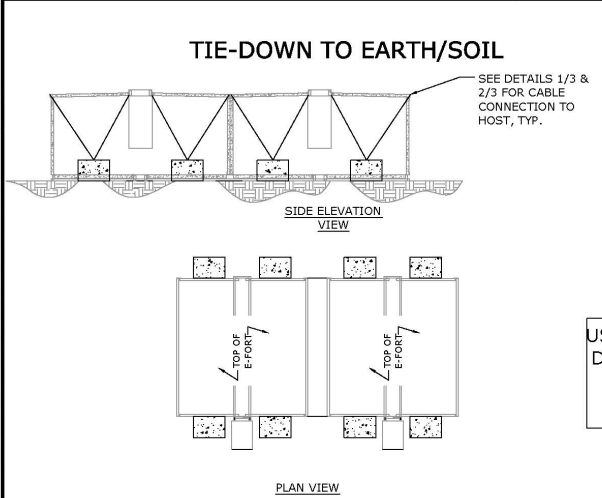
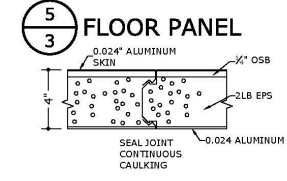
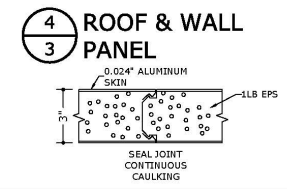
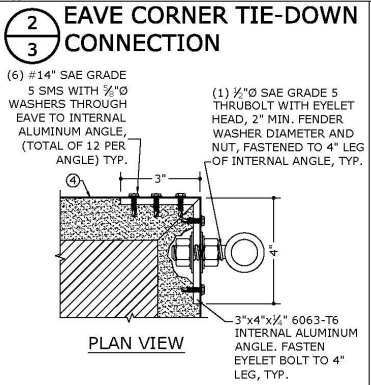
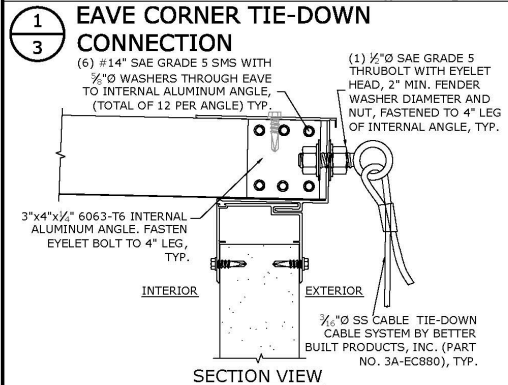
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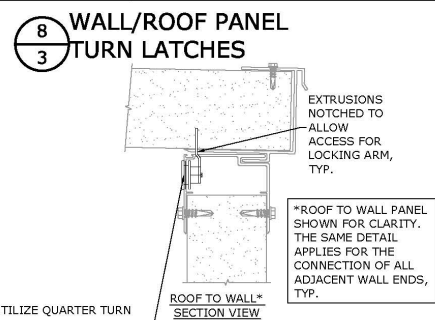
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ELITE FORTS- FOLD-OUT RIGID TEMPORARY SHELTER



USE (8) 1750 LB PADS, DISTRIBUTED EVENLY AROUND, 14000 LB TOTAL.

*THIS PLAN VIEW IS FOR DIAGRAMMATICAL PURPOSES ONLY



UTILIZE QUARTER TURN LATCH LOCKING MECHANISM PER SPACING SCHEDULE BELOW (ITEM #12BK BY SIERRA PACIFIC PRODUCTS, OR EQUIVALENT) TO SECURE ROOF PANEL TO ADJACENT WALL PANELS & CORNERS OF WALL PANELS, TYP.

TURN LATCH SCHEDULE:

ROOF PANEL TO WALL CONNECTION	(1)- 12" FROM EACH CORNER & AN IN-BETWEEN BALANCE AT 44" MAX O.C. (TOTAL OF 5 ALONG TOP OF WALL)
ADJACENT WALL END CONNECTIONS	(1)- 12" FROM EACH CORNER & (1) AT CENTER OF VERTICAL WALL HEIGHT (TOTAL OF 3 ALONG VERTICAL WALL ENDS)

FRANK L. BENNARDO, P.E.
#FE0046349

FL

VALID FOR (1) JOB# ONLY
VALID FOR WITH-FIELD ENGINEER SEAL

ENGINEERING EXPRESS®
160 SW 12th AVENUE #106
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ELITE ALUMINUM CORPORATION
4650 LYONS TECHNOLOGY PARKWAY
COCONUT CREEK, FL 33073
ELITE FORTS™
FOLD-OUT RIGID TEMPORARY STRUCTURE

REMARKS

DATE	BY	DESCRIPTION
06/17/11	TSB	ISSUE FOR PERMITS
07/28/11	TSB	REV FOR CODE CONC.
04/19/12	TSB	REV FOR 2012 IBC

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MANAGER REPORT

OCTOBER

Event Season in Full Swing



Written by Lily Sellers

October Highlights:

- DSRP hosted the Texas Gourd Festival for our first time. They were very pleased and have already committed to dates next year.
- Farmer's Market continues to bring great energy to the park on Wednesdays.
- Our Haunted House ran every Friday and Saturday in October and had strong turnout.
- The DSRP Riding Series hosted a Hunter Jumper Show and Ranch Horse Show with great participation numbers.
- Programs hosted a "Creepy Crawlers, Wrigglers, and Fliers" every Wednesday in October.
- DSRP staff worked creatively to serve as an early voting location when their temporary structure did not meet ADA requirements.
- October 27th was our reimagined Family Fall Festival. This year we structured the event as a hop on hop off hay ride and partnered with local organizations and city departments like Pound House, Drip Skateboarding, On Stage Ready, Farmer's Market, Thundering Paws, and our Programs team. We are excited to see how this grows.
- Angelica Unger sponsored our Community Offrenda for the second year.

HIGHLIGHTS AND PREVIEWS



Coming Soon in November

Programs

- Youth: Nature Rangers After-School, Archery, Tween Scene
- Adult: Drip Running and Yoga, Yoga with Lovie
- Family: Star Party, Family Campout, Family Nerf Night, Turkey Trot,

Events

- Cavalier Classic, Empty Bowls Project, HCLE Queen's CourtFences Over Bee Caves, Fall Classic, TX Jr Roller Derby, CCA Banquet, We Are Blood Drive, Western Wonderland Opening.