



Parks & Recreation Commission Regular Meeting

City of Dripping Springs Council Chambers

1042 Event Center Dr. – Dripping Springs, Texas

Wednesday, September 18, 2024, at 6:00 PM

AMENDED AGENDA

CALL TO ORDER & ROLL CALL

Commission Members

Paul Fushille, Chair

Kristy Caldwell, Vice Chair

Hope Boatright

Olivia Barnard

Tyson Joe

Christian Krueger

Thomas Lengel

Bryant Schleppler

Staff, Consultants, & Appointed/Elected Officials

Parks & Community Services Director Andy Binz

City Secretary Diana Boone

Deputy City Attorney Aniz Alani

PRESENTATION OF CITIZENS

A member of the public that wishes to address the Commission 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 Commission 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 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 Commission must present the documents to the City Secretary or City Attorney providing at least nine (9) copies; if nine (9) copies are not provided, the Commission 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. Approval of the August 21, 2024 Parks & Recreation Commission regular meeting minutes.**

BUSINESS AGENDA

- 2. Discuss and consider a recommendation to City Council to approve a lease agreement with Veterans of Foreign Wars (VFW) Post 2933 and American Legion Post 290 for use of the “Triangle” at Veterans Memorial Park.**
- 3. Discussion and consider a recommendation to City Council to approve the proposed updates to the fees listed in Section 9: Parks & Community Services in the Master Fee Schedule.**
- 4. Discuss and consider a recommendation to City Council on Parkland Development and Dedication fees from the Ariza 290 West development.**

PARKS & COMMUNITY SERVICES DEPARTMENT REPORTS

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

5. Parks & Community Services Director's Report

Andy Binz, PCS Director

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**
Commissioners Fushille & Lengel
- 7. Dripping Springs Ranch Park Committee**
Commissioner Boatright & Lengel
- 8. Founders Memorial Park Committee**
Commissioners Barnard, Scheppler, & Joe
- 9. Rathgeber Natural Resource Park**
Commissioners Caldwell, Fushille & Barnard
- 10. Sports & Recreation Park Committee**
Commissioners Krueger, Scheppler, & Joe
- 11. Veterans Memorial Park Committee**
Commissioner Caldwell

CLOSED SESSION

The Commission 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

Parks & Recreation Commission Meetings October 16, 2024, at 6:00 p.m.
November 20, 2024, at 6:00 p.m.
December 18, 2024, at 6:00 p.m.

City Council Meetings October 1, 2024, at 6:00 p.m.
October 15, 2024, at 6:00 p.m.
November 5, 2024, at 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 September 14, 2024 at 9:00 AM.

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.



Parks & Recreation Commission Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street – Dripping Springs, Texas

Wednesday, August 21, 2024, at 6:00 PM

MINUTES

CALL TO ORDER & ROLL CALL

With a quorum of the Commission present, Chair Fushille called the meeting to order at 6:01 p.m.

Commission Members present were:

Paul Fushille, Chair

Hope Boatright

Kristy Caldwell (arrived at 6:10 p.m.)

Olivia Barnard

Christian Krueger

Thomas Lengel

Bryant Scheppler

Commission Members absent:

Tyson Joe

Staff, Consultants, & Appointed/Elected Officials present were:

Parks & Community Services Director Andy Binz

Mayor Pro Tem Taline Manassian

Council Member Travis Crow

Deputy City Attorney Aniz Alani

City Administrator Michelle Fischer

DSRP Manager Emily Nelson

Aquatics Manager Lina Daugvilaite

Community Event Coordinator Johnna Krantz

Mayor Bill Foulds, Jr.

Deputy City Secretary Cathy Gieselman

PRESENTATION OF CITIZENS

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are not provided, the Commission 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. **Approval of the July 17, 2024, Parks & Recreation Commission regular meeting minutes.**

A motion was made by Commissioner Barnard to approve the July 17, 2024, Parks & Recreation Commission regular meeting minutes. Commissioner Boatright seconded the motion which carried unanimously 6 to 0.

Commissioner Caldwell arrived @ 6:10 p.m.

BUSINESS AGENDA

2. **Discuss and consider a recommendation to City Council to approve a professional services agreement with Halff and Associates, Inc. for the procurement of the Parks, Recreation & Open Space Master Plan update.** *Presented by Andy Binz, PCS Director*

Andy Binz presented this item. Presentation is on file.

A motion was made by Commissioner Boatright to approve of a recommendation to City Council to approve a professional services agreement with Halff and Associates, Inc. for the procurement of the Parks, Recreation & Open Space Master Plan update. Commissioner Lengel seconded the motion which carried 7 to 0.

3. **Public hearing, discussion, and consideration of approval of a recommendation to City Council regarding the Rathgeber Natural Resources Park Vision Plan.** *Presented by Andy Binz, PCS Director*

Andy Binz presented this item. Presentation is on file. Alan Mackey with RVI and Dan Brown with Malone-Wheeler were available to answer questions.

The following individuals spoke regarding Rathgeber Natural Resources Park concerns about traffic, park access, general parking/ADA parking area, noise, environmental impact, lack of community input, size and scope of project, and impact of neighboring properties:

Clark Fredrickson
 Johnathan Fitzgerald, requested postponement of action on this item
 Charlie Pitkin
 Trudy Sietsema

Alan Hutchinson spoke in support of the Rathgeber Natural Resources Park project.

A motion was made by Commissioner Barnard to approve of a recommendation to City Council regarding the Rathgeber Natural Resources Park Vision Plan. Commissioner Lengel seconded the motion which carried unanimously 7 to 0.

4. Discussion on Chairperson's appointment of Vice Chair to the Commission.

A motion was made by Chair Fushille to appoint Kristy Caldwell as Vice Chair to the Commission. Commissioner Barnard seconded the motion which carried unanimously 7 to 0.

5. Discussion and reassignment of sub-committees to each of the City's Parks.

The Commission discussed vacancies and reassignments to sub-committees for City Parks. The following reassignments were made subject to change:

Charro Ranch Park

Commissioners Fushille & Lengel

Dripping Springs Ranch Park Committee

Commissioners Boatright & Lengel

Founders Memorial Park Committee

Commissioners Barnard, Scheppler, & Joe

Rathgeber Natural Resource Park

Commissioners Caldwell, Fushille, & Barnard

Sports & Recreation Park Committee

Commissioners Krueger, Scheppler, & Joe

Veterans Memorial Park Committee

Commissioner Caldwell

PARKS & COMMUNITY SERVICES DEPARTMENT REPORTS

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

6. Parks & Community Services Director's Report

Andy Binz, PCS Director

COMMITTEE REPORTS

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

7. Charro Ranch Park

Commissioners Fushille & Fougerat

8. Dripping Springs Ranch Park Committee

Commissioner Boatright

9. **Founders Memorial Park Committee**
Commissioners Barnard & Wright
10. **Rathgeber Natural Resource Park**
Commissioners Caldwell, Fushille & Fougerat
11. **Sports & Recreation Park Committee**
Commissioners Cloutier & Krueger
12. **Veterans Memorial Park Committee**
Commissioner Caldwell

CLOSED SESSION

The Commission 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 Commission did not meet in Closed Session.

UPCOMING MEETINGS

Parks & Recreation Commission Meetings

September 18, 2024, at 6:00 p.m.

October 16, 2024, at 6:00 p.m.

November 20, 2024, at 6:00 p.m.

City Council Meetings

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

September 17, 2024, at 6:00 p.m.

October 1, 2024, at 6:00 p.m.

ADJOURN

A motion was made by Chair Fushille to adjourn the meeting. Commissioner Lengel seconded the motion which carried unanimously 7 to 0.

This regular meeting adjourned at 7:54 p.m.



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

Submitted By: Andrew Binz, Parks and Community Services Director

Parks & Recreation Commission Meeting Date: September 18, 2024

Agenda Item Wording: Discuss and consider a recommendation to City Council to approve a lease agreement with Veterans of Foreign Wars (VFW) Post 2933 and American Legion Post 290 for use of the “Triangle” at Veterans Memorial Park.

Agenda Item Requestor: Andrew Binz

Summary/Background: This lease agreement will serve as a continuation of previous lease agreements with the local VFW and American Legion for use of the “Triangle” at Veterans Memorial Park. The original lease agreement dates back to November 2005.

The VFW and American Legion would maintain the premises and use the area known as the “Triangle” for meetings and civic events, including those open to the public.

The proposed lease agreement has a five-year duration. Changes included in the proposed lease agreement include increasing the liability insurance coverage to \$2,000,000 and sections 4.1 Notice of Events and 4.2 Special Event Permits.

Staff Recommendations: Approve the recommendation to City Council to approve a lease agreement with VFW Post 2933 and American Legion Post 290 for use of the “Triangle” at Veterans Memorial Park

Attachments: 2024 – VFW and AL – Triangle Lease Agreement
2021 – VFW American Legion_Partial Lease Extension for Triangle

Next Steps/Schedule: Place this item on the October 1st City Council agenda for approval.

TRIANGLE LEASE AGREEMENT

between

City of Dripping Springs

and

Veterans of Foreign Wars (VFW) Post 2933
and American Legion Post 290

Contract No. VFW20241101

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TRIANGLE LEASE AGREEMENT

THIS TRIANGLE LEASE AGREEMENT IS ENTERED BY AND BETWEEN THE CITY OF DRIPPING SPRINGS AND VETERANS OF FOREIGN WARS (VFW) POST 2933 AND AMERICAN LEGION POST 290.

WHEREAS, the Landlord and Tenants entered into a Lease Agreement dated November 8, 2005 provided for the lease of the tract commonly known in the community as the “Triangle”, that being the grounds and Firehall, excluding the Dripping Springs Water Supply Corporation Property, located at the Premises; and

WHEREAS, the Landlord and Tenants entered into a partial extension of the November 8, 2005 Lease Agreement dated April 13, 2021 providing for a two-year extension through October 31, 2024 and removing the building from the Premises governed by the Lease Agreement;

WHEREAS, the Landlord and Tenants wish to replace the lease agreement upon its expiry on October 31, 2024 and have set forth in this Agreement the terms and conditions of the lease effective November 1, 2024;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE LANDLORD AND TENANTS 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 November 1, 2024.

1.3 Duration

This Agreement shall remain in effect until October 31, 2029 unless terminated earlier in accordance with this Agreement.

ARTICLE 2. DEFINITIONS

In this Agreement:

- (a) **“American Legion”** means American Legion Post 290.
- (b) **“City”** means the City of Dripping Springs, Texas, an incorporated municipality.
- (c) **“Landlord”** means the City.

- (d) **“Parties”** means, collectively, the Landlord and Tenants.
- (e) **“Party”** means, as the context requires,
 - (i) any of the Landlord, VFW, or American Legion, or
 - (ii) either the Landlord or any of the Tenants.
- (f) **“Premises”** means the portion of Lot 1 and the entirety of Lot 2 of the Veterans Memorial Park Subdivision as shown in Exhibit “A”, having a street address of 140 East Mercer Street and located between the intersections of Highway 290 West, East Mercer Street and Ranch Road 12 in Dripping Springs, Texas.
- (g) **“Rent”** means the annual rent established in section 3.3 below.
- (h) **“Tenants”** means, collectively, the VFW and the American Legion.
- (i) **“Term”** means the lease term period between the Effective Date and the date until which this Agreement remains in effect as established in section 1.3 above.
- (j) **“VFW”** means the Veterans of Foreign Wars (VFW) Post 2933.

ARTICLE 3. LEASE TERMS

3.1 Grant of Lease

The Landlord agrees to lease, and the Tenants agree to Lease from the Landlord, the Premises.

3.2 Use of Premises

The Premises are to be used by the Tenants exclusively for the purposes of conducting meetings and civic events, including those open to the public. It is contemplated that the Premises may be used for Tenants’ memorial site and for private and public events related to the purpose of the VFW and American Legion, and as parking areas for such events. The Tenants may, with prior consent of the Landlord, use specified portions of Lot 1 of the Veterans Memorial Park Subdivision as parking areas for the Tenant’s events.

3.3 Rent

The Tenants shall pay Rent to the Landlord for the premises in the amount of Ten Dollars (\$10.00) per year.

3.4 Abatement

The Tenants’ covenants under this Agreement and the Landlord’s obligations under this Agreement are independent. Except as otherwise specifically provided herein, the Tenants will not be entitled to abate Rent for any reason.

3.5 Termination

This Agreement may be terminated by any Party for any reason upon receipt of written notice ninety (90) days before the termination date.

ARTICLE 4. TENANTS' COVENANTS

4.1 Notice of Events

The Tenants agree to provide at least 30 days notice of each event the Tenants host on the Premises to the City's Community Events Coordinator, or such other person as the City may designate for this purpose from time to time.

4.2 Special Event Permits

Without limiting the generality of section 4.5 below, the Tenants must obtain a Special Event Permit from the City as applicable.

4.3 As-Is Condition

The Tenants agree to accept the Premises in their present condition "as is" and as suitable for Tenants' intended use.

4.4 Payment of Rent

The Tenants agree to pay the Rent by the effective date of this Agreement and on the anniversary of this date each year thereafter.

4.5 Compliance with Laws

The Tenants agree to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and to performing the terms and conditions of this Agreement, including without limitation City ordinances governing park rules and special event permit requirements.

4.6 Landlord Access

The Tenants agree to allow the Landlord, and the Landlord's agents, employees, and contractors, to enter the Premises to perform the Landlord's obligations and to inspect the Premises.

4.7 Repair

The Tenants agree to repair any damage to the Premises caused or contributed to by either of the Tenants or the Tenants' invitees.

4.8 Maintenance by Tenants

The Tenants agree to maintain the Premises, including without limitation the flagpole, memorial wall, archways, and other related Tenant improvements, in a condition suitable for its intended use under this Agreement.

4.9 Insurance

- (a) The Tenants agree to maintain public liability insurance for the Premises and the conduct of the Tenants' use in an amount of at least two million dollars (\$2,000,000) and naming the City of Dripping Springs, Texas as an additional insured.
- (b) The Tenants agree to maintain insurance on the Tenants' improvements and personal property, carried by one or more insurance companies duly authorized to transact business in Texas.
- (c) The Tenants agree to deliver to the Landlord certificates of insurance confirming the coverages required under this section upon execution of this Agreement and thereafter as requested.

4.10 Indemnity

THE TENANTS SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE LANDLORD FROM ANY LOSS, ATTORNEY'S FEES, COURT AND OTHER COSTS, OR CLAIMS ARISING OUT OR IN ANY WAY CONNECTED WITH THE TENANTS' USE OF THE PREMISES.

4.11 Release of Claims, Subrogation

THE TENANTS AGREE TO RELEASE THE LANDLORD FROM ANY CLAIM, BY SUBROGATION OR OTHERWISE, FOR ANY DAMAGE TO THE PREMISES, REGARDLESS OF CAUSE, INCLUDING NEGLIGENCE OF LANDLORD OR TENANTS. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.

4.12 Attorney's Fees

If the Landlord retains an attorney to enforce this Agreement and the Landlord prevails in litigation, the Landlord is entitled to recover reasonable attorney's fees and court and other costs from the Tenants.

4.13 Prohibitions

The Tenants agree not to do any of the following without the prior written consent of the Landlord:

- (a) use the Premises for any purpose other than as permitted by this Agreement;
- (b) assign or sublet the Premises or any part thereof;

- (c) create or permit a nuisance on or about the Premises;
- (d) permit the destruction or devaluation of the Premises;
- (e) use the Premises in any way that is unduly hazardous, is materially likely to increase insurance premiums, or would void or invalidate insurance coverage in respect of the Premises;
- (f) alter the Premises without the Landlord's written consent, which may only be given by City Council.

ARTICLE 5. DEFAULT

5.1 Landlord's Remedies

- (a) The Landlord's remedies for Tenants' default are to:
 - (i) enter and take possession of the Premises, after which the Landlord may relet the Premises on behalf of the Tenants and receive rent directly by reason of the reletting, and the Tenants agree to reimburse the Landlord for any expenditures made in order to relet;
 - (ii) enter the Premises and perform the Tenants' obligations; and
 - (iii) terminate this Agreement by written notice and sue for damages.
- (b) The Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out the Tenants or any other person who may be occupying the Premises, until each default is cured, without being liable for damages.

5.2 Total or Partial Destruction

If the Premises are damaged by casualty, the Landlord has an option to restore the Premises. If the Landlord chooses not to restore, this Agreement will terminate. If the Landlord chooses to restore, the Landlord will notify the Tenants of the estimated time to restore and give the Tenants the option to terminate this Agreement by notifying Landlord within ten (10) days. If the Tenants do not terminate this Agreement, the lease will continue.

5.3 Mitigation

The Landlord and the Tenants have a duty to mitigate damages resulting from the other Party's breach of this Agreement.

ARTICLE 6. POST-TERM OBLIGATIONS

6.1 Surrender of Premises on Termination

The Tenants agree to vacate and surrender the Premises on termination of this Agreement, including without limitation termination upon ninety (90) days' notice by the Landlord in cases of neglect, waste, or failure to pay timely rent.

6.2 Holdover

If the Tenants do not vacate the Premises after termination of this Agreement, the Tenants will become Tenants-at-will and must vacate the Premises on receipt of notice from the Landlord. No holding over by the Tenants, whether with or without the consent of the Landlord, will extend the Term.

6.3 Fixtures

All permanent improvements made by Tenants shall become fixtures that remain with the Premises at the conclusion of the Term.

ARTICLE 7. MISCELLANEOUS

7.1 *Limitation of Warranties.*

THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS AGREEMENT, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS AGREEMENT.

7.2 Joint and Several Liability

The obligations, covenants, and responsibilities of the VFW and the American Legion under this Agreement shall be joint and several. This means that each of the VFW and American Legion shall be fully responsible for fulfilling the obligations set forth in this Agreement, and the Landlord may enforce this Agreement against the VFW, the American Legion, or both, as it sees fit. If either of the VFW or American Legion fulfills a portion or all of the obligations, it does not relieve the other Party from being liable for the entire obligation. The Landlord reserves the right to seek full performance or remedy from either or both of the VFW and American Legion at its discretion.

7.3 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.

7.4 Entire Agreement

This Agreement (including any and all Exhibits attached hereto) 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.

7.5 Amendment

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

7.6 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.

7.7 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.

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

For the Tenants:
 American Legion Post 290
 PO Box 1413
 Dripping Springs, TX 78620
 info@post290tx.com

With a copy to:
 VFW Post 2933
 PO Box 216
 Dripping Springs, TX 78620
 post@vfw2933.com

- (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.

7.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

7.10 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.

7.11 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.

7.12 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.

7.13 Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party. 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.

7.14 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.

[THIS SPACE INTENTIONALLY BLANK]

7.15 Survival

Despite the termination of this Agreement, the following provisions, and the terms and conditions contained therein, shall remain in effect: 1.1 [Recitals], Article 2 [Definitions], 3.4 [Abatement], 3.5 [Termination], 4.4 [Payment of Rent], 4.7 [Repair], 4.8 [Maintenance by Tenants], 4.9 [Insurance], 4.10 [Indemnity], 4.11 [Release of Claims, Subrogation], 4.12 [Attorney's Fees], 4.13 [Prohibitions], Article 5 [Default], Article 6 [Post-Term Obligations], and Article 7 [Miscellaneous].

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

THE CITY:
City of Dripping Springs

THE TENANTS:
Veterans of Foreign Wars (VFW) Post 2933

Michelle Fischer
City Administrator

Name:
Title:

Date

Date

American Legion Post 290

Name:
Title:

Date

**Exhibit "A":
PREMISES**



STATE OF TEXAS §
COUNTY OF HAYS §
CITY OF DRIPPING SPRINGS §

PARTIAL EXTENSION OF LEASE AGREEMENT:
Triangle

- 1. **Date:** April 13, 2021
- 2. **Landlord:** City of Dripping Springs, Texas, an incorporated municipality.
- 3. **Landlord's Address:** City Hall, 511 Mercer Street, Dripping Springs, Texas 78620
- 4. **Tenants:** Veterans of Foreign Wars (VFW) Post 2933
American Legion Post 290
- 5. **Tenants' Address:** American Legion Post
290, P. O. Box 1413,
Dripping Springs, Texas 78620
- 6. **Premises:**
 - A. **Description:** Lots 1 and 2 of the Veteran’s Memorial Park Subdivision as shown in Exhibit “A”.
 - B. **Location:** Intersection of Highway 290 West and Ranch Road 12
 - C. **Street Address:** 27500 Ranch Road 12
 - D. **City, State, Zip:** Dripping Springs, Texas 78620
- 7. **Base Rent:** Ten (\$10.00) per year
- 8. **Extension:** In accordance with Section 8 of the Lease Agreement dated November 8, 2005, the Landlord and Tenant are exercising their option to extend (i.e., renew) the lease for an additional two-year period through October 31, 2024, except that the building on the premises is no longer a part of the Lease Agreement as it has been removed from the premises.
- 9. **Termination:** This lease may be terminated by either party for any reason upon receipt of written notice ninety (90) days prior to the termination date.
- 10. **Purpose:** The Premises are to be used exclusively by Tenants for the purposes of conducting meetings and civic events, including those open to the public. It is contemplated that the Premises will be used for Tenants’ memorial site and for private and public events related to the purpose of

the VFW and American Legion. All events and activities shall comply with City ordinance and park rules including special event permit requirements when required. Tenants shall provide notice to City prior to any public events in order to ensure coordination with City rental of remainder of Veterans Memorial Park.

11. Clauses & Covenants:

A. Tenants agree to:

1. Accept the Premises in their present condition "AS IS" the Premises being currently suitable for Tenants' intended use.
2. Obey all laws, ordinances, orders, rules, and regulations applicable to the use, condition, and occupancy of the Premises.
3. Pay the Base Rent to Landlord at Landlord's Address no later than the October 15th of each year, with the first payment due upon execution of this Lease.
4. Allow Landlord to enter the Premises to perform Landlord's obligations, to include inspect of the Premises.
5. Repair any damage to the Premises caused by Tenants.
6. Maintain the Premises in a condition suitable for its intended use under this lease, including the flagpole, the memorial wall, archways, and other related Tenant improvements. Within three months of execution of this Agreement, the lessees shall prepare a plan for the garden area in front of the Welcome Sign including planting and maintenance. The plan shall be provided for approval to the Maintenance Director and implemented by the Tenants or their designees.
7. Maintain public liability insurance for the Premises and the conduct of Tenant's use in an amount of five hundred thousand dollars (\$500,000.00), naming Landlord as an additional named insured.
8. Maintain insurance on Tenant's improvements and personal property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas.
9. Deliver certificates of insurance to the Landlord before the execution of this Lease and thereafter when requested.
10. Indemnify, defend, and hold Landlord harmless from any loss, attorney's fees, court and other costs, or claims arising out of Tenant's use of the Premises.
11. Vacate and surrender the Premises on termination of this lease, including termination upon ninety (90) days' notice by Landlord in cases of neglect, waste, or failure to pay timely rent.

B. Tenant agrees not to:

1. Use the Premises for any purpose other than that stated in this Lease.
2. Create or permit a nuisance.
3. Allow for destruction or devaluation of the property.
4. Use the Premises in any way that is extra-hazardous, would increase insurance premiums, or would void insurance on the premises.
5. Alter the Premises without Landlord's written consent, which may be given by the City Council.

C. Landlord agrees to:

1. Lease to Tenant the Premises for the entire Term, unless terminated in accordance with this lease.
2. Maintain the Premises in a condition suitable for its intended use under this lease.

D. Landlord & Tenant agree to the following:

1. *Alterations.* Tenant is prohibited from making any permanent physical alterations to the Premises without Landlord's written consent. Tenant shall submit all construction plans and site plans to Landlord prior to construction for Landlord's approval. All permanent improvements made by Tenants shall become fixtures that remain with the Premises at the conclusion of the Lease Term.
2. *Release of Claims/Subrogation.* Tenant agrees to release Landlord from any claim, by subrogation or otherwise, for any damage to the Premises, regardless of cause, including negligence of Landlord or Tenant. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.
3. *Notice to Insurance Companies.* Landlord and Tenant will notify the issuing insurance companies of the release set forth in the preceding paragraph and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.
4. *Casualty/Total or Partial Destruction.* If the Premises are damaged by casualty, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten (10) days. If Tenant does not terminate this lease, the lease will continue.
5. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty (30) days after written notice and failing to provide Essential

Services to Tenant within ten (10) days after written notice.

6. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are, if Landlord fails to comply with any provision of this lease within thirty (30) days of written notice to terminate this lease.
7. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten (10) days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.
8. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to: (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.
9. *Default/Waiver/Mitigation.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.
10. *Holdover.* If Tenant does not vacate the Premises following termination of this Lease, Tenant will become a tenant at-will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.
11. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.
12. *Attorney's Fees.* If Landlord retains an attorney to enforce this lease and Landlord prevails in litigation, Landlord is entitled to recover reasonable attorney's fees and court and other costs.
13. *Law and Venue.* This lease shall be governed by the laws of the State of Texas. Venue is in any court of competent jurisdiction over the City of Dripping Springs, Hays County, Texas.
14. *Entire Agreement.* This lease is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.
15. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed

by Landlord and Tenant.

16. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

17. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

18. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

LANDLORD:

by: Bill Foulds Jr
Bill Foulds Jr., Mayor
City of Dripping Springs, Texas

date: 4/13/21

TENANTS:

by: _____
Jerry Martin, Commander
VFW Post 2933

date: _____

by: _____
Ben Adari, Commander
American Legion Post 290

date: _____

by Landlord and Tenant.

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LANDLORD:

by: Bill Foulds Jr
Bill Foulds Jr., Mayor
City of Dripping Springs, Texas

date: 4/13/21

TENANTS:

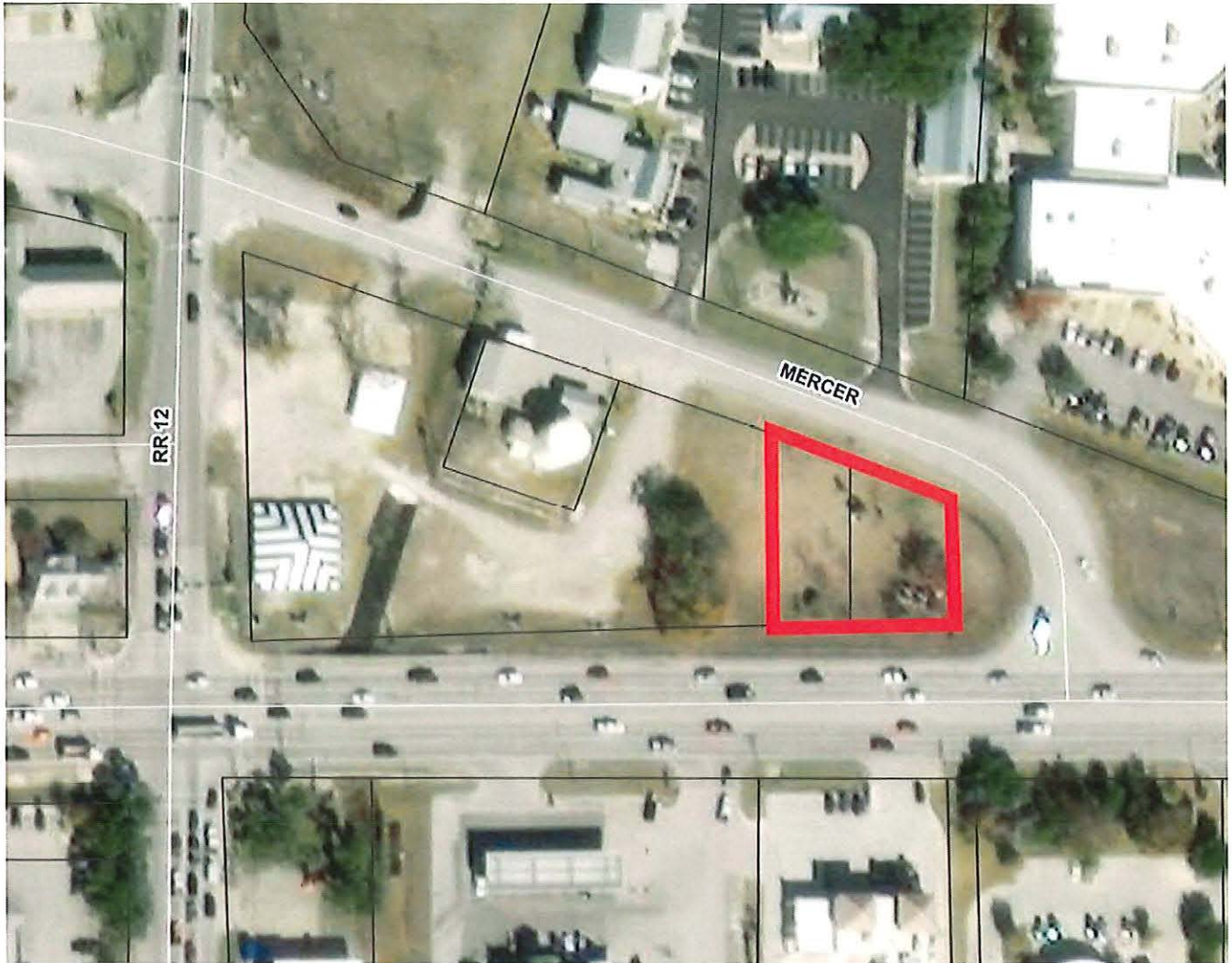
by: Jerry L Martin
Jerry Martin, Commander
VFW Post 2933

date: 4/16/2021

by: Ben Adari
Ben Adari, Commander
American Legion Post 290

date: 04/16/21

EXHIBIT "A"
Leased Premises



Received

APR 07 2022

Attachment A

City of Dripping Springs Donation Form



City of Dripping Springs

Date Form Completed: 2/7/22 Name of Donor: ATX Trees & Land Development, LLC

Address of Donor: 24250 RR12, Dripping Springs, TX 78620

Name of Donor's Representative (if different than Donor): Albert Sedillo

Phone Number of Donor: 512 749 5149

Email Address of Donor: atxtrees@icloud.com

Project for which Donation is made: American Legion/VFW Memorial Park

Is this a Donation of: Labor/In-Kind Services? Cash? Materials? Other? Tree

State the estimated completion date of project: Upon City of DS approval for planting

Description of Donation: 1 Crepe Myrtle tree

Actual or Approximate Value of Donation (including cost of materials and time): \$ 100.00

Method value was determined (e.g., actual, retail/wholesale, appraisal, fair market value, other):

Printed Name of Donor's Authorized Signee: Albert Sedillo

Title of Authorized Signee: Owner

Signature of Authorized Signee: [Signature]

Date Signed: 4/6/22

City Use Only:

Donation Agreement Required: Yes No

City Administrator Approval: Yes No

Commission/Board Approval: Yes No n/a

City Council Approval: Yes No n/a

ACCEPTED ON BEHALF OF THE CITY: 04/11/22 by: Michelle Fischer

file with lease agreement for portion of Triangle



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

Submitted By: Andrew Binz, Parks and Community Services Director

Parks & Recreation Commission Meeting Date: September 18, 2024

Agenda Item Wording: Discussion and consider a recommendation to City Council to approve the proposed updates to the fees listed in Section 9: Parks & Community Services in the Master Fee Schedule.

Agenda Item Requestor: Andrew Binz

Summary/Background: The Parks & Community Services (PCS) staff have reviewed the Master Fee Schedule and have provided recommendations on the fees pertaining to Section 9: Parks & Community Services.

The Dripping Springs Ranch Park Board of Directors reviewed and approved the updated fees in Section 17: Dripping Springs Ranch Park Fees at their meeting on August 14, 2024.

The Farmers Market Committee reviewed and approved the updated fees in Section 15: Farmers Market at their meeting on August 15, 2024.

Staff Recommendations: Approval of the proposed Master Fee Schedule updates to Section 9: Parks & Community Services.

Attachments: 2024 PCS Master Fee Schedule – Draft
2024 PCS Master Fee Schedule – Clean Copy

Next Steps/Schedule: Place this item on a future City Council meeting agenda for approval.

CITY OF DRIPPING SPRINGS
MASTER FEE SCHEDULE

ARTICLE A1.000 (GENERAL PROVISIONS)

SECTION 9. PARKS & COMMUNITY SERVICES

9.1 Park Fields and Amenities

9.1.1 Dripping Springs Sports & Recreation Park

Baseball Field
Softball Field
Soccer Field
Sand Volleyball Court
Basketball Court
Adult Softball Fields

9.1.2 Founders Memorial Park

Athletic Fields
Skatepark
Pavilion
Pool

9.1.3 Veterans Memorial Park and The Triangle

9.2 Fee Basis

9.2.1 Fees are based on whether or not the user is a resident of the City of Dripping Springs, City of Dripping Springs ETJ, and whether or not the user is a profit or not-for-profit organization.

9.3 Payment of Fees and Deposits

9.3.1 Fees and deposits must be paid in full once the rental request is approved by staff.

9.3.2 Additional Fees: Additional charges for picking up trash and/or damage to the field, parking lot, equipment or facilities will be determined by the Parks & Community Services Director after consultation with Dripping Springs Youth Sports Association when appropriate.

9.4 Field Use Fees

9.4.1 The Dripping Sports & Recreation Park Baseball Field, Softball Field, Soccer Fields, and Adult Softball Fields, and Founders Memorial Park Fields. Athletic Fields are to be used for the purpose for which they are built (Baseball, Soccer, Softball, Football, Lacrosse) unless approved ahead of time in writing by the Parks & Community Services Director.

9.4.2 Deposit: \$100.00 deposit fee shall not be returned until the field or park amenity has been inspected by staff.

9.4.3 Hourly Rate (2 hour minimum)
 Resident/ETJ = \$25.00
 Non-Resident & Non-Profit = \$75.00
 Tournaments, Camps & Clinics = \$100.00

9.4.4 Adult Softball Leagues
 Field Use Fees = \$75/Field/Day
 Electricity/Lights = \$75/field/Day

9.4.5 Electricity:
 Single Use = \$35/hour
 Adult Softball Leagues = \$75/field/night

9.5 Use Fees for Veteran's Memorial Park and The Triangle

9.5.1 Deposit: \$100.00 deposit fee shall not be returned until the field or park amenity has been inspected by staff

9.5.2 Under 4 hours
 Resident/ETJ = \$50.00
 Non-Resident & Non-Profit = \$80.00
 Business or Organization within City Limits = \$100.00
 Business or Organization outside City Limits = \$200.00

9.5.3 Over 4 hours
 Resident/ETJ = \$100.00
 Non-Resident & Non-Profit = \$160.00
 Business or Organization within City Limits = \$200.00
 Business or Organization outside City Limits = \$400.00

9.6 Park Use Permit Fees: These fees are in addition to any applicable rental fees.

9.6.1 Commercial Activity: Any Vendors or individuals that sells goods or services for profit = \$30.00/day.

9.7 Founders Memorial Park Pool Entry Fees

9.7.1 Pool Entry Fees

	Resident/ETJ	Non-Resident
Daily Entry – Child (3 years and younger)	Free	Free
Daily Entry – Child (4 – 11 years)	\$4.00	\$6.00
Daily Entry (12 – 59 years)	\$5.00	\$7.00
Daily Entry – Adult Senior (60+ years)	\$4.00	\$6.00
Summer Splash Pass – Child (4 – 11 years)	\$50.00	\$80.00
Summer Splash Pass (12 – 59 years)	\$65.00	\$95.00
Summer Splash Pass – Senior Adult (60+ years)	\$50.00	\$80.00
Family Summer Splash Pass – 4 Family Members or Less	\$130.00	\$155.00
Family Summer Splash Pass – 5 Family Members or More	\$155.00	\$180.00

9.8 Founders Memorial Pool Rental Fees (2 Hour Minimum)

9.8.1 Deposit: \$100.00 deposit fee shall not be returned until the field or park amenity has been inspected by staff.

9.8.2 Hourly Rate:
 Resident/ETJ = \$100
 Non-Resident & Non-Profit Organization = \$125.00
 Business or Organization = \$200.00

9.8.3 Additional Lifeguards:
 1 per 25 people over 50 attendees = \$35.00/hour/lifeguard
 Parks & Community Services Director or Aquatics Manager to have final decision on the required number of lifeguards.

9.9 Founders Memorial Park Pavilion Rental Fee (2 Hours Minimum)

9.9.1 Deposit: \$100.00 deposit fee shall not be returned until the field or park amenity has been inspected by staff.

9.9.2 Hourly Rate:

Resident/ETJ = \$30.00
 Non-Resident & Non-Profit Organization = \$50.00
 Business or Organization = \$150.00

9.9.3 Daily Rate:

Resident/ETJ = \$150.00
 Non-Resident & Non-Profit Organization = \$250.00
 Business or Organization = \$600.00

9.10 Founders Memorial Park Parking Lot Use Fee

9.10.1 At the direction of the City Administrator, if an event at or near Founders Memorial Park requires 50% (approximately 95 parking spaces) of the total parking spaces or more, a Parking Lot Use Fee will be applied for the duration of the event. The Parks & Community Services Director may authorize the fees to be prorated based on the following: type of event, anticipated attendance / parking needs, and activities already scheduled within the park. Public access must still be allowed during the event unless private parking is approved by the City Council through the Special Event Permit process.

9.10.2 Hourly Rate

Resident/ETJ = \$100.00
 Non-Resident & Non-Profit = \$250.00
 Business or Organization within City Limits = \$400.00
 Business or Organization outside City Limits = \$500.00

9.11 Community Service Programs

9.11.1 Special fees for clinics, workshops, and season programming may be set by the Parks and Community Services Director and executed by the City Administrator.

9.12 Special Event Permit Fees

9.12.1 Application Fee: \$25.00

9.12.2 Deposit:

Small Special Event Deposit = \$100.00
 Intermediate Special Event Deposit = \$200.00
 Large Special Event Deposit = \$500.00

9.13 Film Permit Fees

- 9.13.1 Film Permit Fee: \$25.00 due upon application approval by the City Administrator.
- 9.13.2 Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area: \$500.00/day
- 9.13.3 Partial, non-disruptive use of a public building, park, right-of-way, or public area: \$250.00/day
- 9.13.4 Total enclosure or obstruction of public street or right-of-way, including parking lots and on-street parking: \$50.00/day per block
- 9.13.5 Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking: \$25.00/day per block
- 9.13.6 Use of City parking lots, parking areas, and City streets (for purpose of parking film trailers, buses, catering trucks, and other large vehicles): \$50.00/day per block or lot

9.14 Non-Profit Event Triangle Banner Program Fee

- 9.14.1 Banner Placement = \$25.00 due upon application approval by the City Administrator

SECTION 15. FARMERS MARKET

15.1 Application Fee

15.1.1 Application: \$30.00, non-refundable

15.1.2 Annual Market Membership: \$40.00

15.2 Vendor Booth Fee

15.2.1 Agricultural Producers Farmers: \$25.00/day

15.2.2 Agricultural Producers Rancher: \$30.00/day

15.2.3 Value Added Food & Beverages: \$33.00/day

15.2.4 Craft/Services: \$28.00/day

15.2.5 Weekend Market: \$30.00/day

15.2.6 Shared Booth: \$15.00/day

15.5 Other Booth Rental Fees

(a) Weights: \$5.00/each

(b) Tent: \$20.00/each

(c) Electricity: \$5.00/booth

(d) Shared Booth: \$10.00/day

15.6 Mobile Food Vendor Inspection Fee: \$75.00; if required (an inspection is not required for a mobile food vendor with a valid permit and inspection within last six months from the City or a surrounding jurisdiction).

15.7 Penalty Fees

15.7.1 Late Set-Up: \$10.00

15.7.2 Late Booth Reservation Payment: \$10.00

15.7.3 No Show: \$10.00 for vendors that do not show or cancel after 2 hours before the start of the Farmers Market.

15.8 Applicants may request a reduction or waiver of fees, which may be granted by the Farmers Market Committee.

15.9 Friends of Dripping Springs Farmers Market Program Fees

15.9.1 Annual Individual Membership: \$30.00/individual

15.9.2 Annual Family Membership: \$55.00 (up to four individuals)

15.9.3 Annual Corporate Membership: \$250.00 (up to ten employees)

SECTION 17. DRIPPING SPRINGS RANCH PARK FEES

- 17.1.1 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.
- 17.2 Fields 1, 2, 3 & 4* and Trails**
- (a) Full Day: \$100.00/field/day
 - (b) Trails: \$450.00/event
 - (c) Market Hourly Rate
- 17.3 Stalls**
- (a) Event Center Stalls Full Day: \$25.00/day per stall
 - (b) Shavings: \$9.00/bag (sales tax included)
 - (c) Grounds Fee: \$10.00/day per horse
- 17.4 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).
- 17.5 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.
- 17.6 Overnight Primitive Camping Site**
- (a) \$20.00/night/vehicle
 - (b) Permit must be displayed on vehicle.
- 17.7 Event Center Facilities (Full Day is 12 hours; Half Day is 6 hours)***
- 17.7.1 Main Indoor Arena & VIP Booths:

- (a) Main Indoor Arena: Full Day, Monday – Thursday: \$400.00/day
- (b) Main Indoor Arena: Full Day, Friday – Sunday: \$900.00/day
- (c) Main Indoor Arena: Half Day, Monday – Thursday: \$225.00/day
- (d) Main Indoor Arena: Each Additional Hour: \$50.00/hour
- (e) VIP Booth: Full Day: \$150.00/day/VIP Booth

17.8 Livestock Barn:

- (a) Livestock Barn: Full Day, Monday – Thursday: \$200.00/day
- (b) Livestock Barn: Full Day, Friday – Sunday: \$350.00/day
- (c) Livestock Barn: Half Day, Monday – Thursday: \$100.00/day
- (d) Livestock Barn: Each Additional Hour: \$25.00/day hour

17.8 Main & Small ~~Special~~ Event Center Rooms

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

17.8.2 Entire Event Center (excludes stalls and RV Hookups)

- (a) Full Day: \$3,000.00/day (does not include expansion)
- (b) Each Additional Hour: \$300/hour
- (c) Half Day: \$2000.00/day
- (d) Expansion: \$900.00/day

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

- (a) Full Day: \$4,000.00
- (b) Each Additional Hour: \$300.00
- (c) Expansion: \$900.00/day

17.8.3 Vendor Hall

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

17.8.4 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

Staff Fees

- (e) Hourly Staff Charge of \$25.00/hour/staff member Regular Time and ~~\$45.00~~

\$50.00/hour/staff member Overtime

17.8.5 Discounts

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

17.9 Recreational Vehicle Site with Hook-Ups

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

17.10 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) Portable Bleacher
 - i. Onsite: \$100.00/set
 - ii. Offsite: \$1,200.00/set
 - Offsite Delivery Charges: Fee TBD at assessment per event specifications
- (d) Stage set-up or removal in Special Event Rooms(s): \$150.00/stage per event
- (e) Stage set-up in Arena(s): \$50.00/stage per event
- (f) Bar: \$50.00/bar

17.11 Arena Footing and Add-On Fees

- a) Drag Fees during Event (includes up to 4 drags): \$100.00/day
- b) Water/Drag Additional Fee (includes 2 drags): \$100.00/event
- c) Additional Drags Add On: \$25.00/drag
- d) Arena Packing and Post Event Re-leveling: \$2000.00/event
- e) Special Dirt Needs: TBD at assessment per event specifications
- f) Jump Set (set up fees are additional): \$250.00/day
- g) Jump Set Set-Up Fee: \$25.00/hour (one hour minimum)
- h) Barrell Racing and Reining Drag Package: \$300.00/day

17.11 Custodial Cleaning Fees: Includes trash bin service throughout the event, floor cleaning,

facility 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: \$1,000.00/event
- (c) Main Indoor Arena: \$350.00/day
- (d) Livestock Barn: \$200.00/event
- (e) Outdoor Arena: \$100.00/event
- (f) Main Event Room: \$350.00/event
- (g) Small Event Room: \$250.00/event
- (h) Vendor Hall \$250.00/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

17.12 Electrical Requests

- (a) Large Amp Plugs: \$45.00/box (plug)
- (b) Direct Plug into Transformer: \$50.00/plug
- (c) Extension Cords: \$40.00/item/event
- (d) Pop-Up Vendor Electrical (110v): \$10.00/day

17.13 Sound System and Network

- a) Basic Sound Package (microphone and background sound): \$50.00/day
- b) Basic Projector Screen package (click share and screen): \$25.00/day
- c) Enhanced AV Package: Fee TBD at assessment per event specifications
- d) Audio/Visual Engineer: Fee TBD at assessment per event specifications
- e) Single Day Network Access: \$5.00/day
- f) Three Day Network Access: \$12.00
- g) Seven Day Network Access: \$20.00
- h) Secure Multiple Vendor Network Access: \$300.00

17.14 Recreational Vehicle Dump

- (a) \$20.00/occurrence

17.15 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 pay a refundable \$500.00 damage deposit for Event Center rentals and \$1,000 damage deposit for offsite portable bleacher rentals. Lessee agrees to leave the premises in as good or better condition than that which existed prior to their usage: such determination is at the sole discretion of the City. All trash must be disposed of properly. A City representative will conduct a walk-through of the premises with the Lessee prior to the event to ensure that all facilities are in working

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order. An authorized City representative shall complete a walk-through with the Lessee following the event to determine and notify the Lessee of any damages and/or charges. Any damage repair incurred by the City or unpaid post invoice charges will be deducted from the damage deposit at actual cost. If damage repairs or post invoice charges equal more than the damage deposit, Lessee is required to pay the full remaining balance.

17.16 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.

17.17 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 defined rental contract event hours: \$50.00/hour/staff member in addition to hourly event space charges will be charged. Event and breakdown must be completed by the time that is specified in rental contract. A minimum of 2 staff members are required onsite. Additional information related to business hours may be obtained by contacting the Event Center.

17.18 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.

17.19 Parking Fees

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

17.20 Request for Discounted Fees: Any person may submit an application for a fee waiver at the time of application for the underlying permit or service.

- (a) The City Administrator shall review each request and may approve up to a ten percent (10%) fee waiver based on the application and whether such discount will serve a public purpose.
- (b) The DSRP Manager can approve a twenty-five percent (25%) fee waiver for non-profits.
- (c) The City Administrator's decision is final. An application under this section cannot be made if another discount based on a previous agreement with the City has been granted including, but not limited to:
 - (i.) Sponsorship Agreements; and

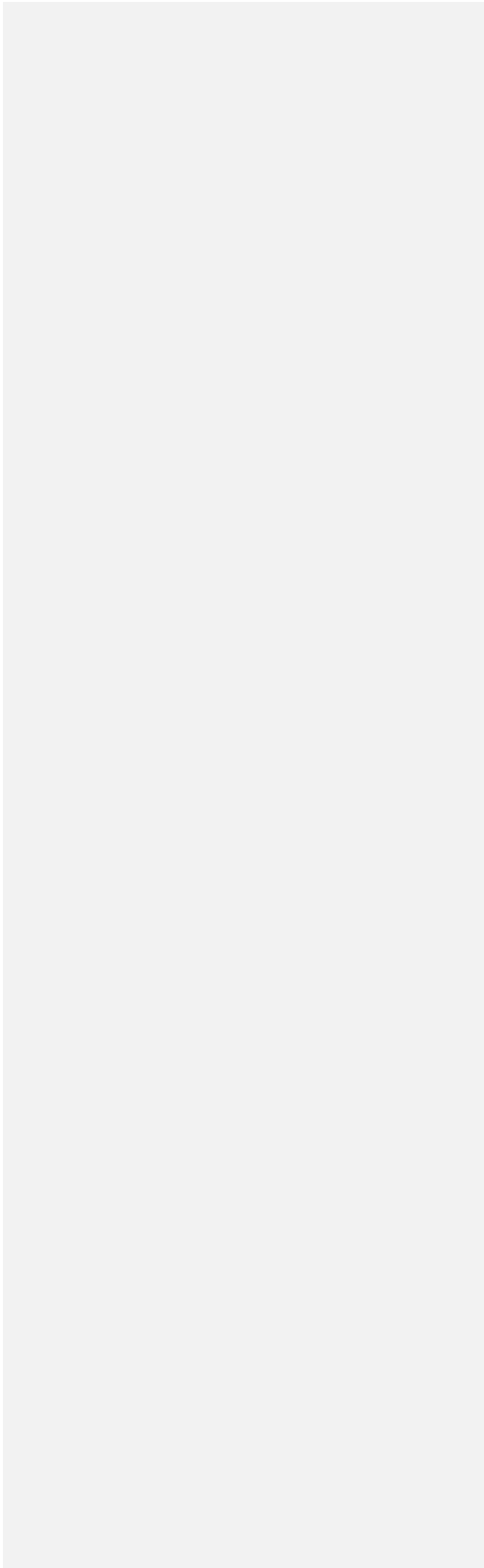
- (ii.) Development Agreements.

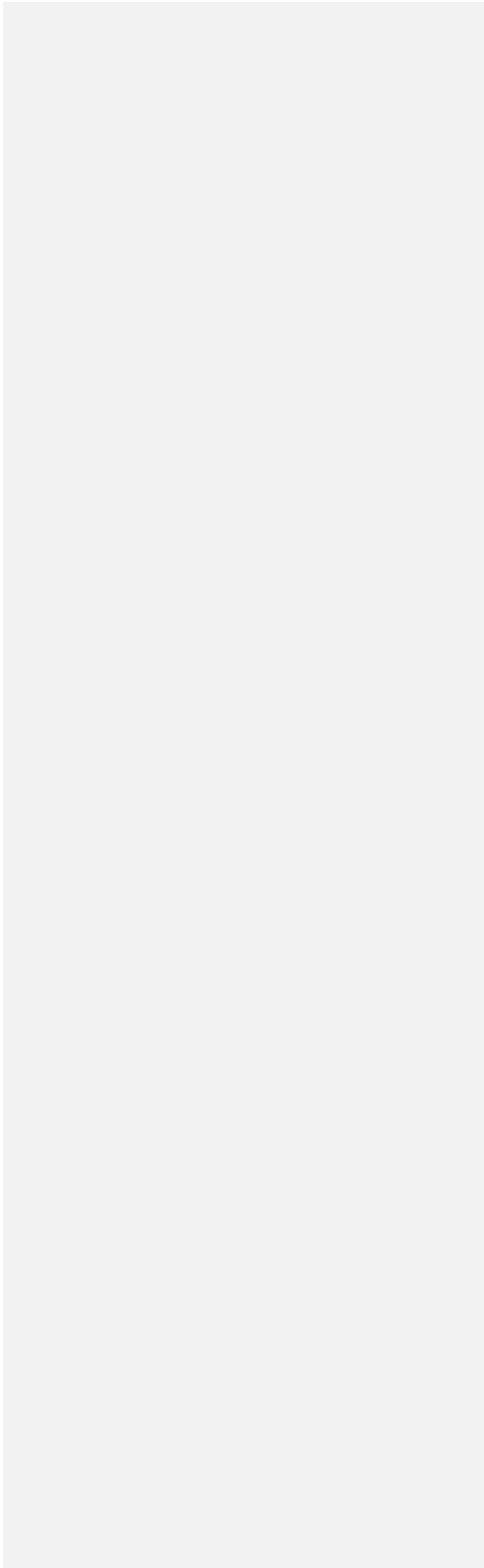
SECTION 18. FEE DISCOUNTS AND WAIVERS

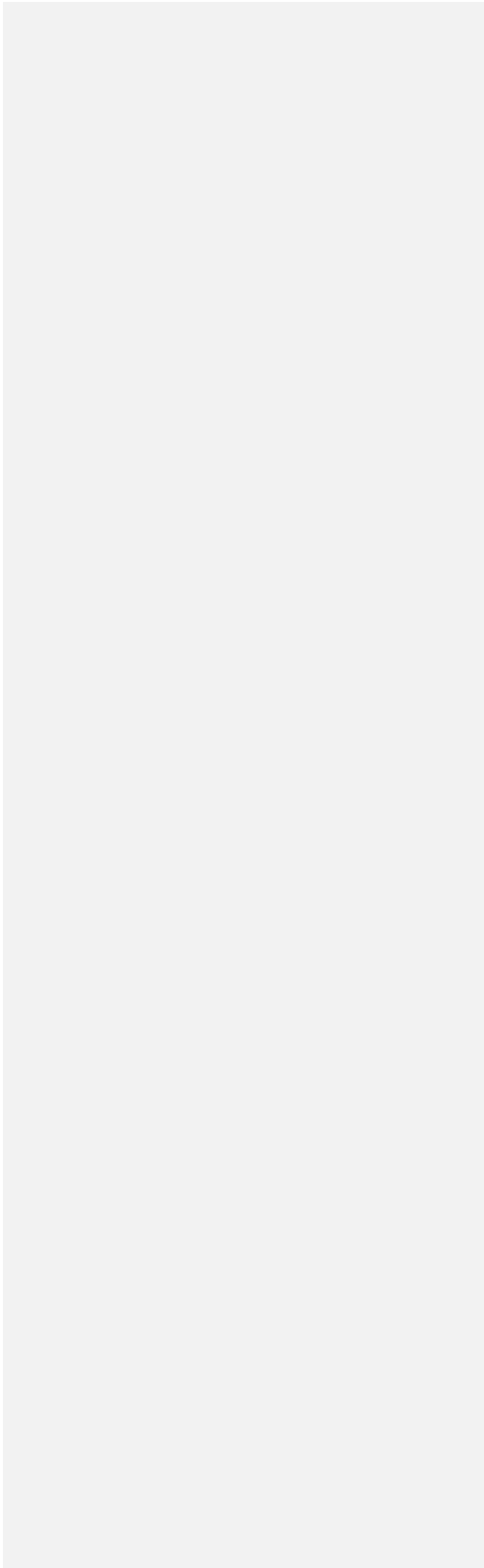
18.1 Fee Discounts and Waivers Discouraged: Fee discounts and waivers are discouraged. The City of Dripping Springs' fees are based on the actual cost to the City for providing the goods, services, and reviews.

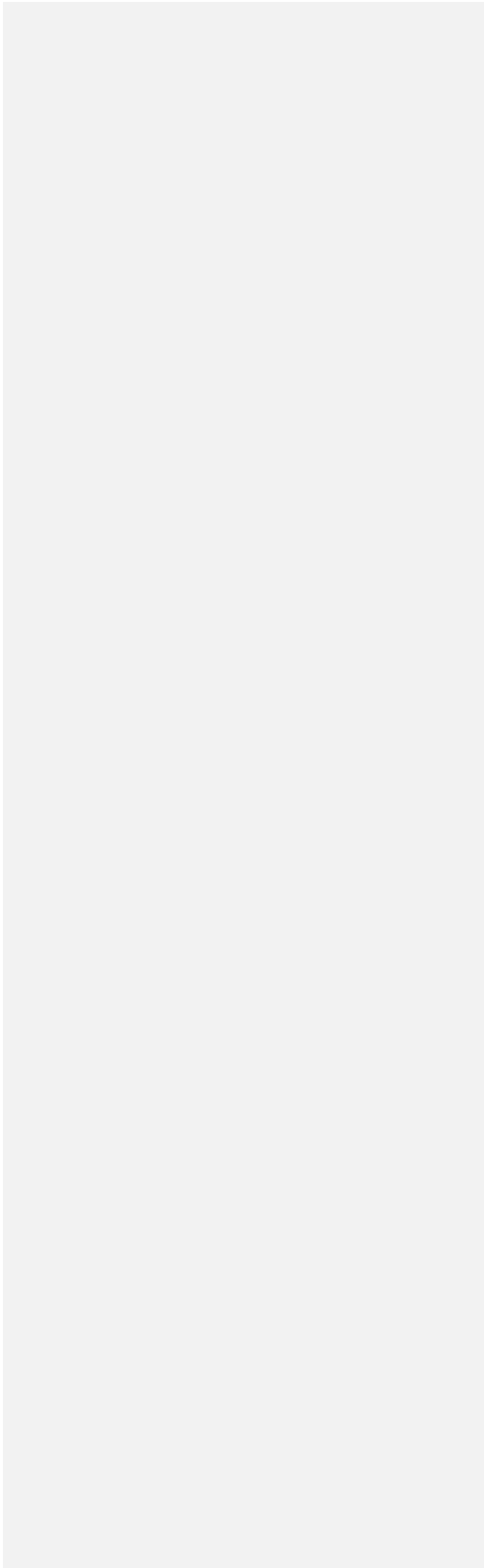
18.2 Request for Discounted Fees: Any person may submit an application for a fee waiver at the time of application for the underlying permit or service. The City Administrator shall review each request and may approve up to a ten percent (10%) fee waiver based on the application and whether such discount will serve a public purpose. The City Administrator's decision is final. An application under this section cannot be made if another discount based on a previous agreement with the City has been granted including but not limited to:

- (1) Sponsorship Agreements; and
- (2) Development Agreements

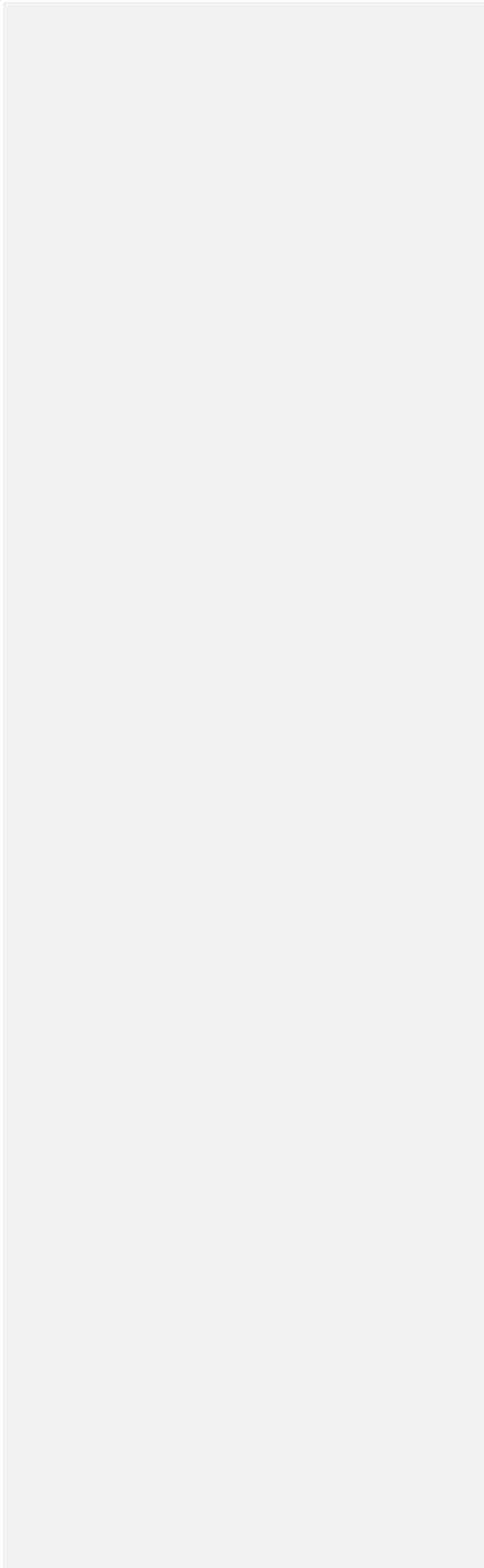








Effective Date 08.24.23 (2023-26)



Effective Date 08.24.23 (2023-26)

CITY OF DRIPPING SPRINGS MASTER FEE SCHEDULE

ARTICLE A1.000 (GENERAL PROVISIONS)

SECTION 9. PARKS & COMMUNITY SERVICES

9.1 Park Fields and Amenities

9.1.1 Dripping Springs Sports & Recreation Park

- Baseball Field ~~4 Washer Pits~~
- Softball Field ~~Soccer Fields 1-7~~
- Soccer Fields ~~A-E~~ Sand Volleyball Court
- Basketball Court ~~2-Adult Softball Fields: Upper and Lower~~

9.1.2 Founders Memorial Park

- ~~North, Middle and South Fields~~
- ~~Athletic Fields~~
- ~~Skatepark~~
- Pavilion
- Pool

9.1.3 Veteran's Memorial Park and The Triangle

9.2 Fee Basis: Fees are based on whether or not the user is a resident of the City of Dripping Springs, City of Dripping Springs ETJ, and whether or not the user is a profit or not-for-profit organization.

9.3 Payment of Fees and Deposits: Fees and deposits must be paid in full **once the rental request is approved by staff.** ~~at the time of booking.~~

9.4 Field Use Fees: The Dripping Sports & Recreation Park Baseball Field, Softball Field, Soccer Fields, and Adult Softball Fields, and Founders Memorial Park Fields.

- (a) Electricity: ~~Use of electricity for lighting is \$35.00/hour.~~
 - **Single Use = \$35/hour**
 - **Adult Softball Leagues = \$75/field/night**
- (b) Deposit: \$100.00 deposit fee shall not be returned until **the field or park amenity has been inspected by staff.** ~~Written or verbal approval is given to the City Administrator or designee by the organization responsible for maintenance of the fields.~~
 - (i). All fields will be returned to condition equal to or better than original.
 - (ii.) Additional Fees: ~~Multi Use may have an~~ **Additional charges for picking up trash and/or damage to the field, parking lot,**

~~equipment or facilities maintenance, which~~ will be determined by the Parks & ~~Recreation Commission~~ **Community Services Director** after consultation with Dripping Springs Youth Sports Association **when appropriate.**

9.4.1 Athletic Fields are to be used for the purpose for which they are built (Baseball, Soccer, Softball, Football, Lacrosse) **unless approved ahead of time in writing by the Parks & Community Services Director.**

Single Use Fees: 2 hour minimum

Resident/ETJ = \$25.00/hour

Non-Resident & Non-Profit = \$75.00/hour

Tournaments, Camps & Clinics = \$100.00/hour

Resident/ETJ	Non-Resident & Not for Profit	Commercial City Limits	Commercial Outside of City Limits
\$25.00/hour	\$75.00/hour	\$100.00/hour	\$150.00/hour

9.4.2 ~~Additional Days~~

Resident/ETJ	Non-Resident & Not for Profit	Commercial City Limits	Commercial Outside of City Limits
More than 5 days: \$100.00 per day	More than 5 days: \$300.00 per day	More than 5 days: \$400.00 per day	More than 5 days: \$600.00 per day

9.4.3 **Adult Softball Leagues**

Field Use Fees = \$75/Field/Day

Electricity/Lights = \$75/field/Day

9.5 ~~Fees for Dripping Springs Sports & Recreation Park Sand Volleyball Court and Multi-Use Concrete Basketball Court~~

9.5.1 ~~Fees per Single Use/Per Amenity: 2 hour minimum~~

Resident/ETJ	Non-Resident & Not for Profit	Commercial City Limits	Commercial Outside of City Limits
\$25.00/hour	\$75.00/hour	\$100.00/hour	\$150.00/hour

9.6 ~~Exemption from Field Fees:~~ Field fees will not be charged to Dripping Springs Youth Sports Association as long as the organization is actively involved in the maintenance and improvement of the parks; however, the cost of electricity shall be reimbursed.

9.7 Use Fees for Veteran’s Memorial Park and The Triangle

9.7.1 Under 4 hours

Resident/ETJ	Non-Resident & Not-for-Profit	Commercial City Limits	Commercial Outside of City Limits
\$50.00	\$80.00	\$100.00	\$200.00

9.7.2 Over 4 hours

Resident/ETJ	Non-Resident & Not-for-Profit	Commercial City Limits	Commercial Outside of City Limits
\$100.00	\$160.00	\$200.00	\$400.00

9.7.3 Deposit: \$100.00; the deposit fee will be returned if the area is adequately cleaned-up.

~~9.7.4 Additional Days Resident/ETJ Non-Resident & Not-for-Profit~~

Resident/ETJ	Non-Resident & Not-for-Profit	Commercial City Limits	Commercial Outside of City Limits
More than 5 days: \$50.00 per day	More than 5 days: \$80.00 per day	More than 5 days: \$100.00 per day	More than 5 days: \$200.00 per day

9.8 Park Use Permit Fees: These fees are in addition to any applicable rental fees.

9.8.1 Commercial Activity: Any Vendors or individuals that sells goods or services for profit = \$30.00/use day.

~~9.8.2 Commercial Fitness Trainer Fees~~

~~Deposit equal to cost of upcoming session/classes and Park Maintenance Fee of \$10.00/month per training session to be included in all License Fees.~~

~~(a) Six Month License~~

Resident/ETJ	Non-Resident & Not-for-Profit	Commercial City Limits	Commercial Outside of City Limits
\$100.00	\$100.00	\$200.00	\$400.00

~~(b) Twelve Month License~~

Resident/ETJ	Non-Resident & Not-for-Profit	Commercial City Limits	Commercial Outside of City Limits
\$200.00	\$200.00	\$400.00	\$800.00

9.9 Founders Memorial Park Pool & Pavilion

9.9.1 Pool Entry Fees

	Resident/ETJ	Non-Resident, Not for Profit
Daily Entry – Child (3 years and younger)	Free	Free
Daily Entry – Child (4 – 11 years)	\$3.00 \$4.00	\$5.00 \$6.00
Daily Entry (12 – 59 years)	\$4.00 \$5.00	\$6.00 \$7.00
Daily Entry – Adult Senior (60+ years)	\$3.00 \$4.00	\$5.00 \$6.00
Summer Splash Pass – Child (4 – 11 years)	\$45.00 \$50.00	\$75.00 \$80.00
Summer Splash Pass (12 – 59 years)	\$60.00 \$65.00	\$90.00 \$95.00
Summer Splash Pass – Senior Adult (60+ years)	\$45.00 \$50.00	\$75.00 \$80.00
Family Summer Splash Pass – 4 Family Members or Less	\$125.00 \$130.00	\$150.00 \$155.00
Family Summer Splash Pass – 5 Family Members or More	\$150.00 \$155.00	\$175.00 \$180.00

9.9.2 Pool Rental Fees

2 Hours Minimum

Refundable Security Deposit = \$100.00

Resident/ETJ = \$100/hour

Non-Resident & Non-Profit Organization = \$125.00/hour

Business or Organization = \$200.00/hour

Additional Lifeguards:

1 per 25 people over 50 attendees = \$35.00/hour/lifeguard

Parks & Community Services Director or Aquatics Manager to have final decision on the required number of lifeguards.

	Resident/ ETJ	Non- Resident & Not for- Profit	Commercial- City Limits	Commercial- Outside of City Limits
Pool Rental—2- hours minimum	\$90.00/hour	\$100.00/hour	\$160.00/hour	\$170.00/hour
Security Deposit- (Refundable)	\$100.00	\$100.00	\$100.00	\$100.00
Additional Guards (1 per 25 people over 75 attendees)	\$30.00/hour per guard	\$30.00/hour per guard	\$30.00/hour per guard	\$30.00/hour per guard

9.9.3 Park Pavilion Rental Fee

2 Hours Minimum

Refundable Security Deposit = \$100

Resident/ETJ = \$30.00/hour

Non-Resident & Non-Profit Organization = \$50.00/hour

Business or Organization = \$150.00/hour

Daily Rate:

Resident/ETJ = \$150.00

Non-Resident & Non-Profit Organization = \$250.00

Business or Organization = \$600.00

	Resident/ ETJ	Non- Resident & Not-for- Profit	Commercial City Limits	Commercial- Outside of City Limits
Rate for 4 hours	\$75.00	\$85.00	\$140.00	\$150.00
Daily Rate	\$150.00	\$160.00	\$290.00	\$300.00
Security Deposit	\$100.00	\$100.00	\$100.00	\$100.00

9.10 Parking Lot Use Fee: At the direction of the City Administrator, if an event at or near Founders Memorial Park requires 50% (approximately 95 parking spaces) of the total parking spaces or more spots or more (approximately 95 parking spots), a Parking Lot Use Fee will be applied for the duration of the event. The Parks & Community Services Director may authorize the fees to be prorated based on the following: type of event, anticipated attendance / parking needs, and activities already scheduled within the park. Public access must still be allowed during the event unless private parking is approved by the City Council through the Special Event Permit process.

	Resident/ ETJ	Non- Resident & Not-for- Profit	Commercial City Limits	Commercial Outside of City Limits
Rate Per Hour	\$100.00	\$250.00	\$400.00	\$500.00

9.11 Community Service Programs

9.11.1 Special fees for clinics, workshops, and season programming may be set by the Parks and Community Services Director and executed by the City Administrator.

9.12 Special Event Permit and Co-Sponsorship Fees

9.12.1 Application Fee: \$25.00

9.12.2 Deposit: ~~\$200.00~~

Small Special Event Deposit = \$100.00
Intermediate Special Event Deposit = \$200.00
Large Special Event Deposit = \$500.00

New Section: Non-Profit Event Triangle Banner Program

Banner Placement Fee: \$25.00 due upon application approval by the City Administrator.

9.13 Film Permit Fees

Film Permit Fee: \$25.00 due upon application approval by the City Administrator.

9.13.1 Total ~~of~~ or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area: \$500.00/day

9.13.2 Partial, non-disruptive use of a public building, park, right-of-way, or public area: \$250.00/day

9.13.3 Total enclosure or obstruction of public street or right-of-way, including parking lots and on-street parking: \$50.00/day per block

9.13.4 Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking: \$25.00/day per block

9.13.5 Use of City parking lots, parking areas, and City streets (for purpose of parking film trailers, buses, catering trucks, and other large vehicles): \$50.00/day per block or lot

SECTION 15. FARMERS MARKET

15.1 Application Fee

- 15.1.1 Application: \$30.00, non-refundable
- 15.1.2 Annual Market Membership: \$40.00

15.2 Vendor Booth Fee

- 15.2.1 Agricultural Producers Farmers: ~~\$22.00~~ \$25.00/day
- 15.2.2 Agricultural Producers Rancher: ~~\$25.00~~ \$30.00/day
- 15.2.3 Value Added Food & Beverages: ~~\$30.00~~ \$33.00/day
- 15.2.4 Craft/Services: \$28.00/day
- 15.2.5 ~~Sunday~~ Weekend Market: \$30.00/day
- 15.2.6 Shared Booth: ~~\$10.00~~ \$15.00/day

15.5 Other Booth Rental Fees

- (a) Weights: \$5.00/each
- (b) Tent: \$20.00/each
- (c) Electricity: \$5.00/booth
- (d) Shared Booth: \$10.00/day

- 15.6 **Mobile Food Vendor Inspection Fee:** \$75.00; if required (an inspection is not required for a mobile food vendor with a valid permit and inspection within last six months from the City or a surrounding jurisdiction).

15.7 Penalty Fees

- 15.7.1 Late Set-Up: \$10.00
- 15.7.2 Late Booth Reservation Payment: \$10.00
- 15.7.3 No Show: \$10.00 for vendors that do not show or cancel after ~~1:00 p.m. the Wednesday~~ **2 hours before the start** of the Farmers Market.

- 15.8 **Applicants may request a reduction or waiver of fees, which may be granted by the Farmers Market Committee.**

15.9 Friends of Dripping Springs Farmers Market Program Fees

- 15.9.1 Annual Individual Membership: \$30.00/individual
- 15.9.2 Annual Family Membership: \$55.00 (up to four individuals)
- 15.9.3 Annual Corporate Membership: \$250.00 (up to ten employees)

SECTION 17. DRIPPING SPRINGS RANCH PARK FEES

17.1.1 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.

17.2 Fields 1, 2, 3 & 4* and Trails

- (a) Full Day: \$100.00/field/day
- (b) Trails: \$450.00/event
- (c) Market Hourly Rate

17.3 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

17.4 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).

17.5 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.

17.6 Overnight Primitive Camping Site

- (a) \$20.00/night/vehicle

(b) Permit must be displayed on vehicle.

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

17.7.1 ~~Large & Small~~ **Main** Indoor Arena & VIP Booths:

- (a) ~~Large~~ **Main** Indoor Arena: Full Day, Monday – Thursday: \$400.00/day
- (b) ~~Large~~ **Main** Indoor Arena: Full Day, Friday – Sunday: \$900.00/day
- (c) ~~Large~~ **Main** Indoor Arena: Half Day, Monday – Thursday: \$225.00/day
- (d) ~~Large~~ **Main** 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

NEW SECTION Livestock Barn:

- (a) Livestock Barn: Full Day, Monday – Thursday: \$200.00/day
- (b) Livestock Barn: Full Day, Friday – Sunday: \$350.00/day
- (c) Livestock Barn: Half Day, Monday – Thursday: \$100.00/day
- (d) Livestock Barn: Each Additional Hour: \$25.00/day hour

17.7.2 ~~Large~~ **Main** & Small ~~Special~~ Event Center Rooms

- (a) ~~Large~~ **Main** Event Room: Full Day, Friday – Sunday: \$1,500.00/day
- ~~(b) Large Event Room: Half Day, Friday – Sunday: \$800.00~~
- (c) ~~Large~~ **Main** Event Room: Full Day, Monday – Thursday: \$750.00
- (d) ~~Large~~ **Main** Event Room: Half Day, Monday – Thursday: \$500.00
- (e) ~~Large~~ **Main** 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

17.7.3 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~~ \$300/hour
- (c) Half Day: \$2000.00/day
- (d) Expansion: \$900.00/day

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

- (a) Full Day: \$4,000.00
- (b) Each Additional Hour: \$300.00
- (c) Expansion: \$900.00/day

17.7.4 Vendor Hall/~~Front Porch~~

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

17.7.5 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

~~17.7.6 Set Up, Removal and Cleaning Staff Fees~~

- ~~(a) Additional Panels including set up: Hourly Staff Charge of \$25.00/hour/staff member Regular Time and \$45.00 \$50.00/hour/staff member 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~~

17.7.7 Discounts

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

17.8 Recreational Vehicle Site with Hook-Ups

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

~~17.9 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~~

17.10 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) ~~Special~~ Portable Bleacher ~~set up~~
 - i. Onsite: \$100.00/set
 - ii. Offsite: \$1,200.00/set
 - Offsite Delivery Charges: Fee TBD at assessment per event specifications
- (d) Stage set-up or removal in Special Event Rooms(s): \$150.00/stage per event
- (e) Stage set-up in Arena(s): \$50.00/stage per event
- (f) Bar: \$50.00/bar

New Section: Arena Footing and Add-On Fees

- a) Drag Fees during Event (includes up to 4 drags): \$100.00/day
- b) Water/Drag Additional Fee (includes 2 drags): \$100.00/event
- c) Additional Drags Add On: \$25.00/drag
- d) Arena Packing and Post Event Re-leveling: \$2000.00/event
- e) Special Dirt Needs: TBD at assessment per event specifications
- f) Jump Set (set up fees are additional): \$250.00/day
- g) Jump Set Set-Up Fee: \$25.00/hour (one hour minimum)
- h) Barrell Racing and Reining Drag Package: \$300.00/day
- i) ~~Bar: \$50.00/bar~~

17.11 Custodial Cleaning Fees: Includes trash bin service throughout the event, floor cleaning, facility 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: \$1,000.00/event
- (c) ~~Large Main~~ Indoor Arena: \$350.00/day
- (d) ~~Small Indoor Arena~~ Livestock Barn: ~~\$150.00~~ \$200.00/event
- (e) Outdoor Arena: \$100.00/event
- (f) ~~Large Special Main~~ Event Room: \$350.00/event
- (g) Small ~~Special~~ Event Room: ~~\$200.00~~ \$250.00/event
- (h) Vendor Hall/~~Front Porch~~: ~~\$150.00~~ \$250.00/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

17.12 Electrical Requests

- (a) Large Amp Plugs: ~~\$35.00~~ \$45.00/box (plug)
- (b) Direct Plug into Transformer: \$50.00/plug
- (c) Extension Cords: \$40.00/item/event
- (d) Pop-Up Vendor Electrical (110v): \$10.00/day

17.13 Sound System and Network

- a) Basic Sound Package (microphone and background sound): \$50.00/day
- b) Basic Projector Screen package (click share and screen): \$25.00/day
- c) Enhanced AV Package: Fee TBD at assessment per event specifications
- d) Audio/Visual Engineer: Fee TBD at assessment per event specifications
- e) Single Day Network Access: \$5.00/day
- f) Three Day Network Access: \$12.00
- g) Seven Day Network Access: \$20.00
- h) Secure Multiple Vendor Network Access: \$300.00

17.14 Recreational Vehicle Dump

- (a) \$20.00/occurrence

17.15 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 pay a refundable \$500.00 damage deposit for Event Center rentals and \$1,000 damage deposit for offsite portable bleacher rentals. ~~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 for pay the damages or is unavailable, the damage costs will be charged to the credit card on file.~~ Lessee agrees to leave the premises in as good or better condition than that which existed prior to their usage: such determination is at the sole discretion of the City. All trash must be disposed of properly. A City representative will conduct a walk-through of the premises with the Lessee prior to the event to ensure that all facilities are in working order. An authorized City representative shall complete a walk-through with the Lessee following the event to determine and notify the Lessee of any damages and/or charges. Any damage repair incurred by the City or unpaid post invoice charges will be deducted from the damage deposit at actual cost. If damage repairs or post invoice charges equal more than the damage deposit, Lessee is required to pay the full remaining balance.

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17.16 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.

17.17 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 **defined rental contract** event hours: \$50.00/hour/staff member **in addition to hourly event space charges will be charged**. Event and breakdown must be completed ~~prior to midnight~~ or by the time that is specified in rental contract. A minimum of 2 staff members are required onsite. Additional information related to business hours may be obtained by contacting the Event Center.

17.18 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.

17.19 Parking Fees

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

17.20 Request for Discounted Fees: Any person may submit an application for a fee waiver at the time of application for the underlying permit or service.

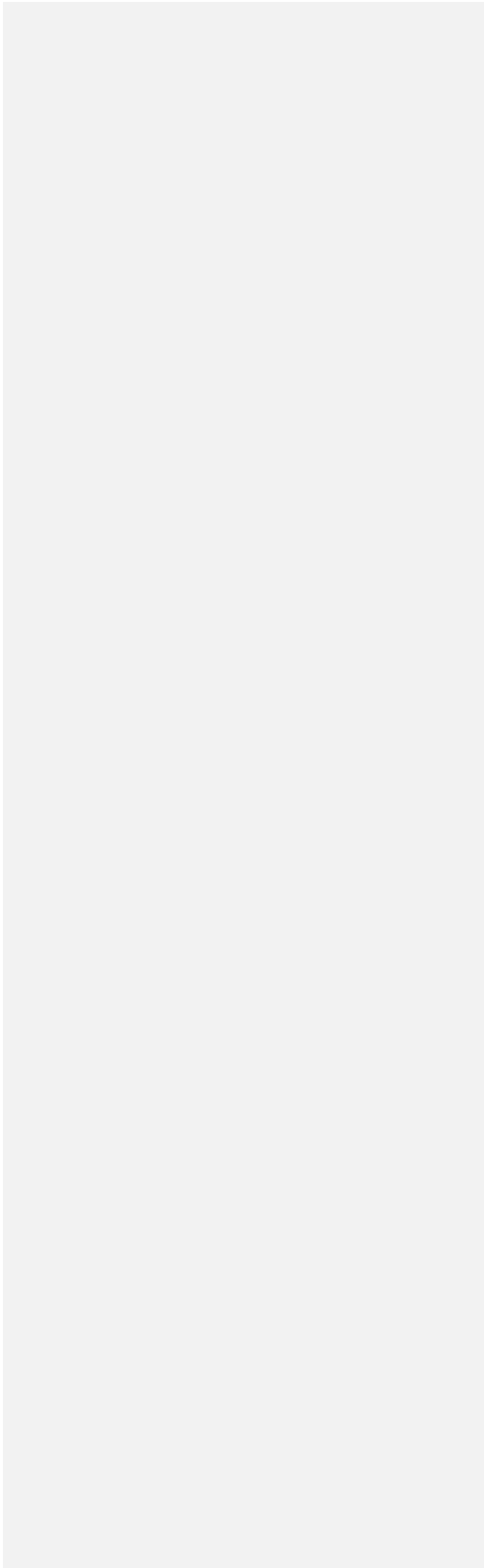
- (a) The City Administrator shall review each request and may approve up to a ten percent (10%) fee waiver based on the application and whether such discount will serve a public purpose.
 (b) The DSRP Manager can approve a twenty-five percent (25%) fee waiver for non-profits.
 (c) The City Administrator's decision is final. An application under this section cannot be made if another discount based on a previous agreement with the City has been granted including, but not limited to:
 (i.) Sponsorship Agreements; and
 (ii.) Development Agreements.

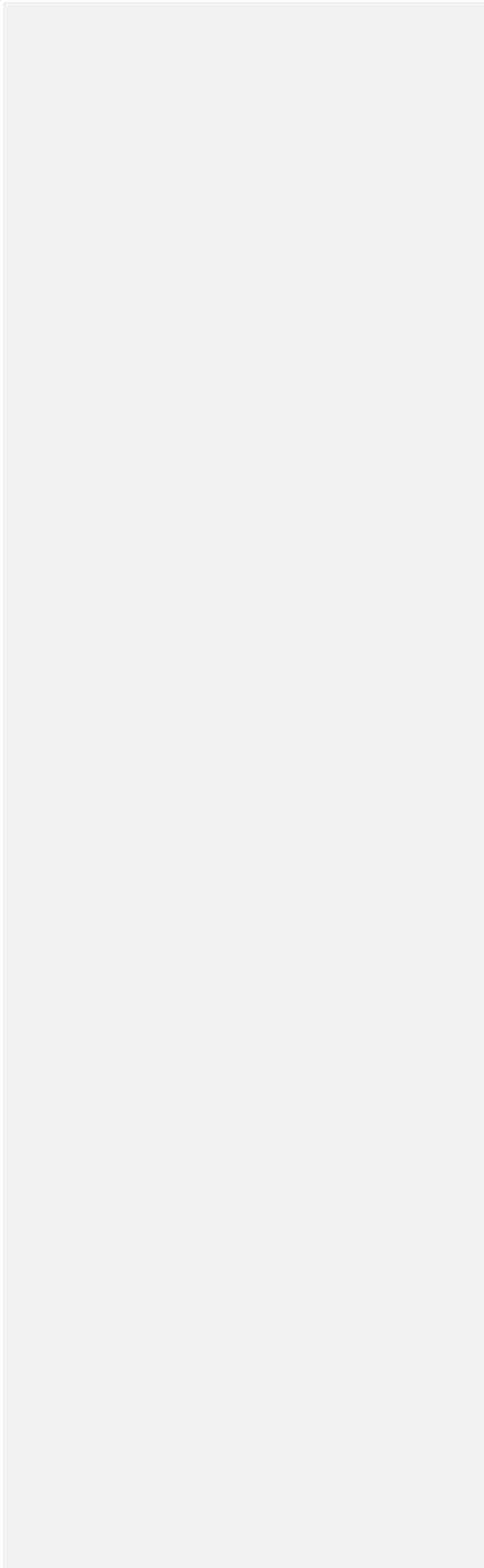
SECTION 18. FEE DISCOUNTS AND WAIVERS

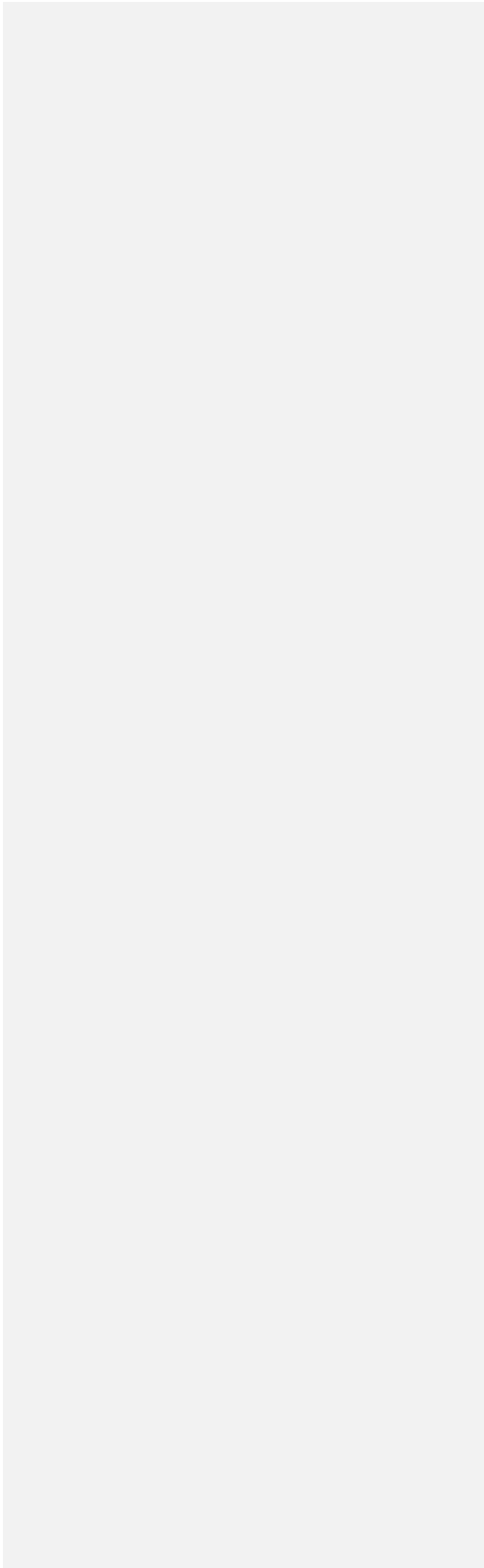
18.1 Fee Discounts and Waivers Discouraged: Fee discounts and waivers are discouraged. The City of Dripping Springs' fees are based on the actual cost to the City for providing the goods, services, and reviews.

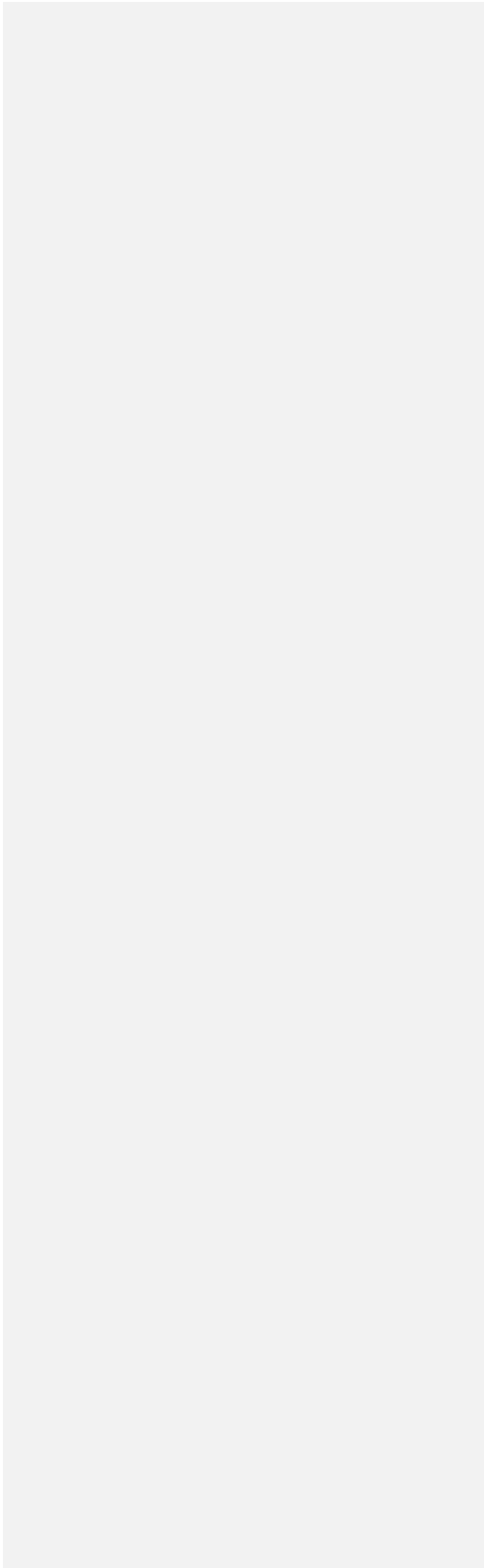
18.2 Request for Discounted Fees: Any person may submit an application for a fee waiver at the time of application for the underlying permit or service. The City Administrator shall review each request and may approve up to a ten percent (10%) fee waiver based on the application and whether such discount will serve a public purpose. The City Administrator's decision is final. An application under this section cannot be made if another discount based on a previous agreement with the City has been granted including but not limited to:

- (1) Sponsorship Agreements; and
 (2) Development Agreements

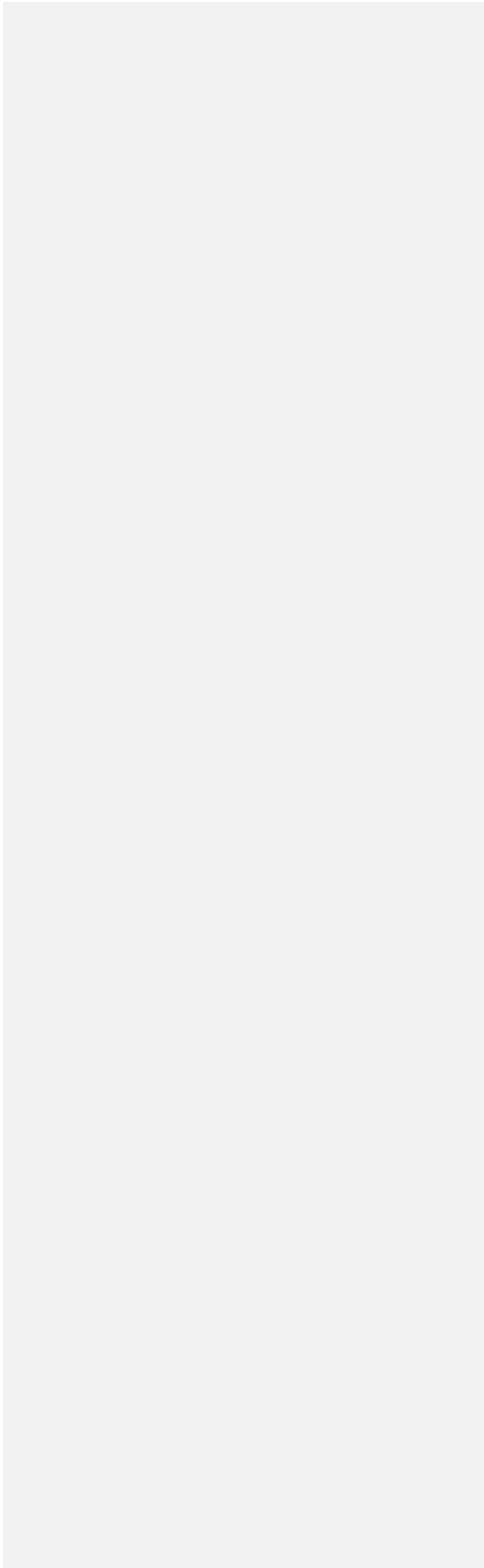








Effective Date 08.24.23 (2023-26)



Effective Date 08.24.23 (2023-26)



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

Submitted By: Andrew Binz, Parks and Community Services Director

Parks & Recreation Commission Meeting Date: September 18, 2024

Agenda Item Wording: Discuss and consider a recommendation to City Council on Parkland Development and Dedication fees from the Ariza 290 West development.

Agenda Item Requestor: Andrew Binz

Summary/Background: The Ariza 290 West development was presented to the Parks & Recreation Commission at their May 15, 2024 meeting. The developer, Ariza, is developing a 293 multi-family residential until building off 290 West. The amount of parkland required per ordinance is 9.0376 acres.

The Parkland Dedication amount is \$298,240.80. This money may be used solely and exclusively for the purpose of acquiring and/or improving public parks, trails, and recreation lands, and shall not be used for maintaining or operating park facilities or for any other purpose.

The Parkland Development amount is \$66,714. This money may be used on park maintenance, operation, acquisition, or improvements to park facilities.

Staff Recommendations: Staff is looking for a recommendation from the Commission on if and/or how to use the funds from this development.

Attachments: Staff Memo Ariza Multifamily
City Council – 2025 Budget Presentation August 20, 2025

Next Steps/Schedule: Place this item on a future City Council meeting agenda for approval.

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

Date: 05.09.24
Project: Ariza 290 West
City of Dripping Springs
Parkland Dedication Plan

MEMORANDUM

To: Tory Carpenter, City of Dripping Springs Planning Director

Cc: Luis Bordes, Cypressbrook Company Development Principal

This memo serves as follow-up correspondence to the review by LUCK Design Team, LLC of the Ariza 290 West Parkland Dedication Plan submitted February 23, 2024. Please see attached Parkland Dedication Plan Narrative and site plans. A copy of this memo was originally sent to Luis Bordes, of Cypressbrook Company, on April 1, 2024.

*** **

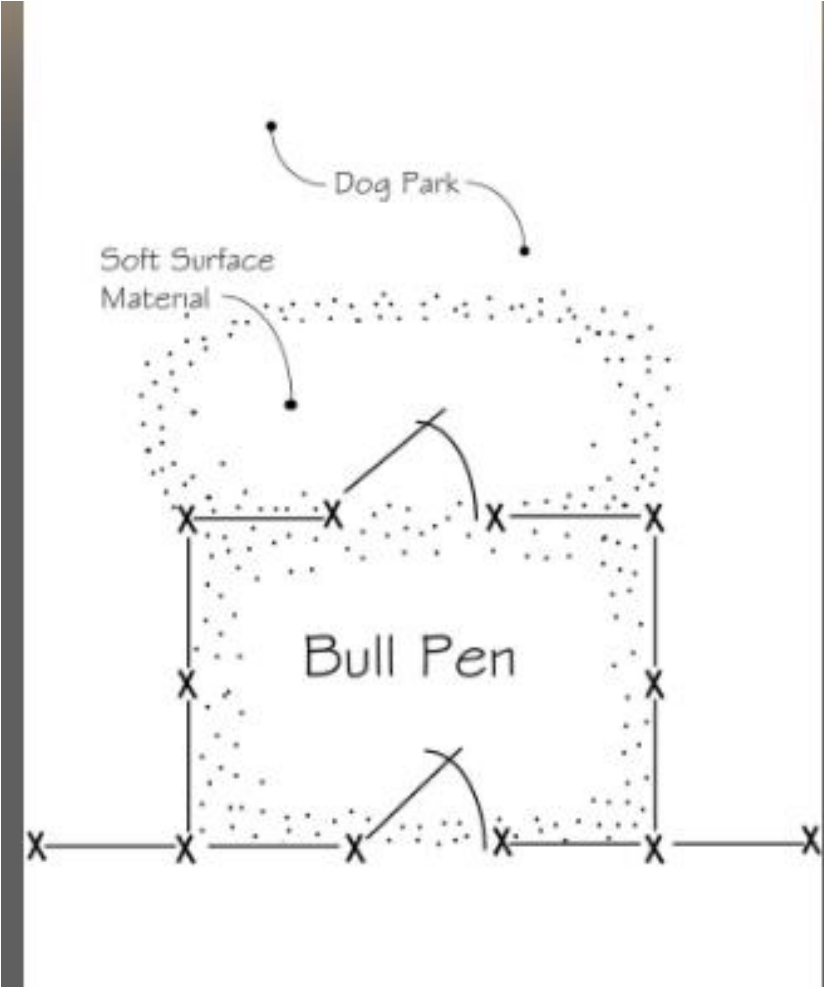
After review we have the following observations and recommendations:

1. At 293 proposed multi-family residential units, the amount of parkland required per ordinance is 9.0376 acres.
2. A total of 8.0 acres of physical land is being dedicated as private parkland to be used as a dog park. Due to lack of wastewater infrastructure in the area, the developer is building their own wastewater treatment plant that will require a drip field. This drip field is the same acreage that is being used for the parkland dedication. Due to the parkland’s location in the drip-field, no structures can be built or placed in the area to comply with Texas Commission of Environmental Quality, (TCEQ). Only 25% of this parkland acreage would be credited towards the parkland dedication requirement (reference City Ordinance 28.03.012).
3. The developer is opting to pay fee-in-lieu (as well as dedicating the 8.0 acres for private parkland) for the required parkland dedication with a credit of up to 25% for the fee-in-lieu amount (reference City Ordinance 28.03.012). The fee-in-lieu amount for parkland dedication would be calculated as follows: 9.0376 acres X \$44,000/ acre (average cost/ acre) X .75 = **\$298,240.80**
4. The parkland development fee required by ordinance for the 293 proposed multi-family residential units is \$189,864. The developer is asking for a credit of \$123,150 (the cost of a 4-6 foot high perimeter fence around the parkland) be applied as a deduction to the calculated parkland development fee required. TCEQ does not require developers to fence off their drip fields so therefore the addition of the fence would solely be for its use as an enclosure for the dog park.

The parkland development fee amount would thus be calculated as follows:
\$189,864 - \$123,150 (fencing credit) = **\$66,714.**

5. The dog park will be maintained and managed by Cypressbrook Multifamily management, LP as part of the ongoing service of the multifamily community.

6. The developer needs to indicate the location of the dog park entry gate on the park site plan. It is the desire of the City for this gate to be a double gated entry similar to the diagram below:



7. The developer needs to provide an accessible route to the dog park entry gate from the multifamily units.

*** **

We recommend approval of the Parkland Dedication Plan with comments addressed as noted in Items 6 and 7 above.

Prepared By: Brent Luck



DRIPPING SPRINGS
Texas

City Council
2025 Budget Presentation
August 20, 2024

PCS 2025 Budget Summary

Item 4.

Revenue: \$ 170,785

Transfers In	\$ 85,000
Sponsorships/Donations	\$ 5,500
Aquatics Program	\$ 41,750 (Swim Lessons and Memberships)
Pool Rental Income	\$ 21,235 (Tiger Splash Team and Pool Parties)
Park Rental Income	\$ 6,000
Community Service Permits	\$ 1,800 (Itinerant Vendor and Film Permit)
Community Service Programs	\$ 9,500 (Adult Softball)

PCS Operations Expenses: \$ 423,672

Additions for 2025:

Parks - Landscaping Funds	\$ 30,000 (Removal, Trimming & Brush Clearing)
Charro - Prescribed Burn	\$ 5,000
Pool – Wood Stain	\$ 15,000
Parks - Jani King	\$ 13,200 (Park Restrooms Mondays & Fridays)
SRP – Scorekeeper Benches	\$ 5,000
Software – Power DMS	\$ 1,500 (CAPRA)

Potential Improvements: \$ 532,000



PCS Improvements List

Item 4.

1. Comprehensive Master Plan (\$150,000 in 2024)	\$ 75,000
2. DSRP - Dirt Removal	\$100,000
3. SRP - Adult Softball Field Improvements	\$ 60,000
Adult Softball Field Improvements= \$45,000	
Adult Softball Lights Improvements = \$10,000	
New Scorekeeper Benches = \$5,000	
4. Ranch House Storage Shed (Behind Ranch House)	\$ 72,000
5. Founders Park Parking Lot Improvements	\$155,000
6. Park Toilets, Urinal and Sink/Counter Replacement	\$ 30,000
Founders Park and Pool	\$ 20,000
Sports & Recreation Park	\$ 10,000
7. Veterans Memorial Parking Lot	\$ 5,000
8. Founders Pool Chemical Storage	\$ 10,000
9. Skate Park Improvements	\$ 25,000

Dependent on Alternative Funding:

Rathgeber Design and Construction Documents – POSAC Agreement	\$695,150
SRP – New Lights at the Baseball Field: Phase I – HOT Funds	\$375,000

Consider for 2026 Budget:

FMP – Pool Heater/Natural Gas Line (Propane Only)	\$ 50,000
SRP - Athletic Field Fence Work	\$ 35,000
DSRP – RV Parking to Playground Path	\$ 70,000
DSRP – Path to Pond	\$ 140,000



PCS Staffing

New Positions:

1. Assistant PCS Director*
2. Assistant Park Maintenance Manager*
3. **Park Maintenance Staff (1) – has been removed.**

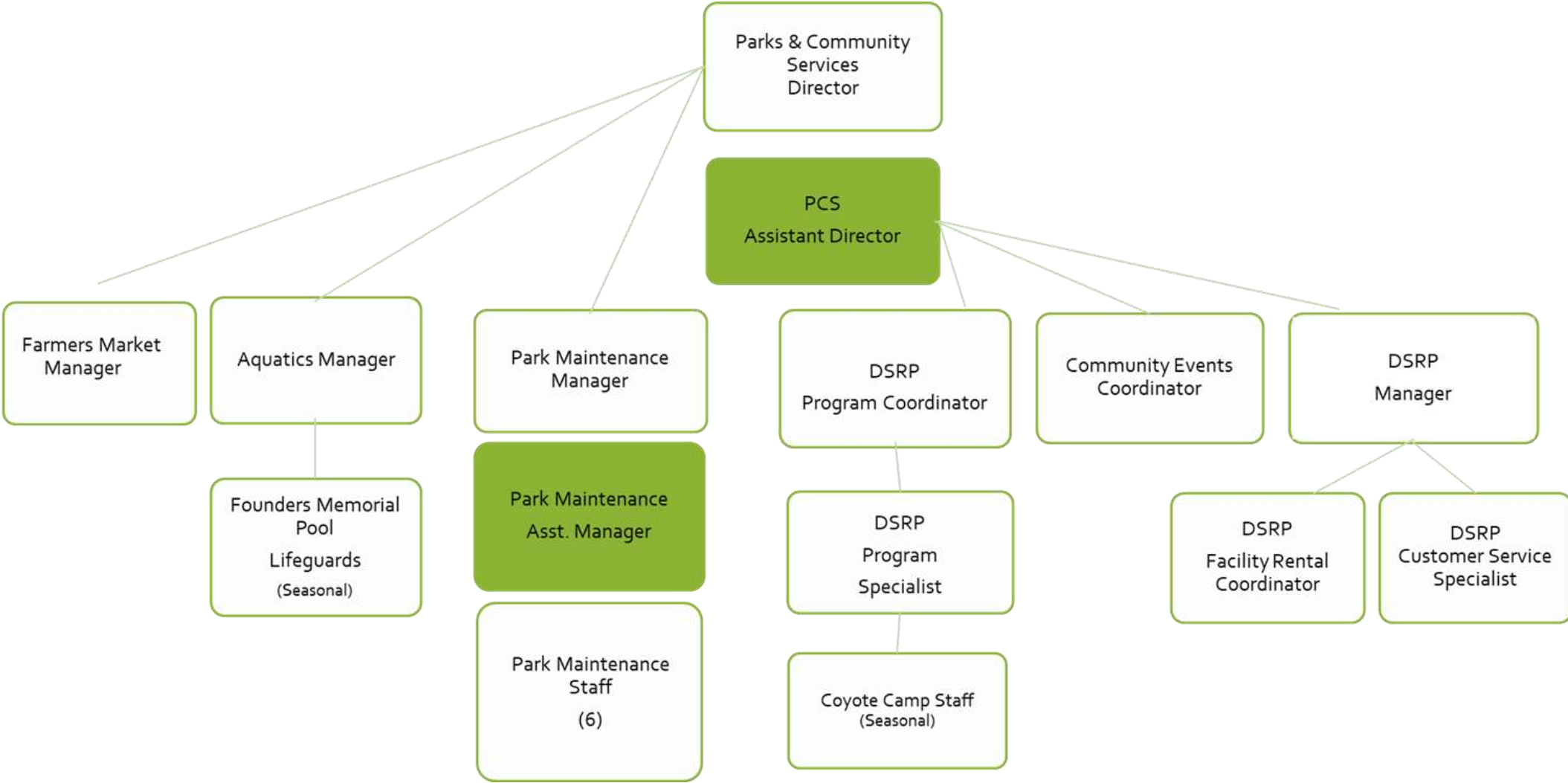
* Both positions have internal candidates that could leave the DSRP Assistant Manager Position unfilled.

Wages:

1. Park Maintenance wages to be consistent with Public Works Maintenance wages.
2. Add Park Maintenance I and II levels based on trainings and certifications.



PCS 2025 Proposed Org. Chart





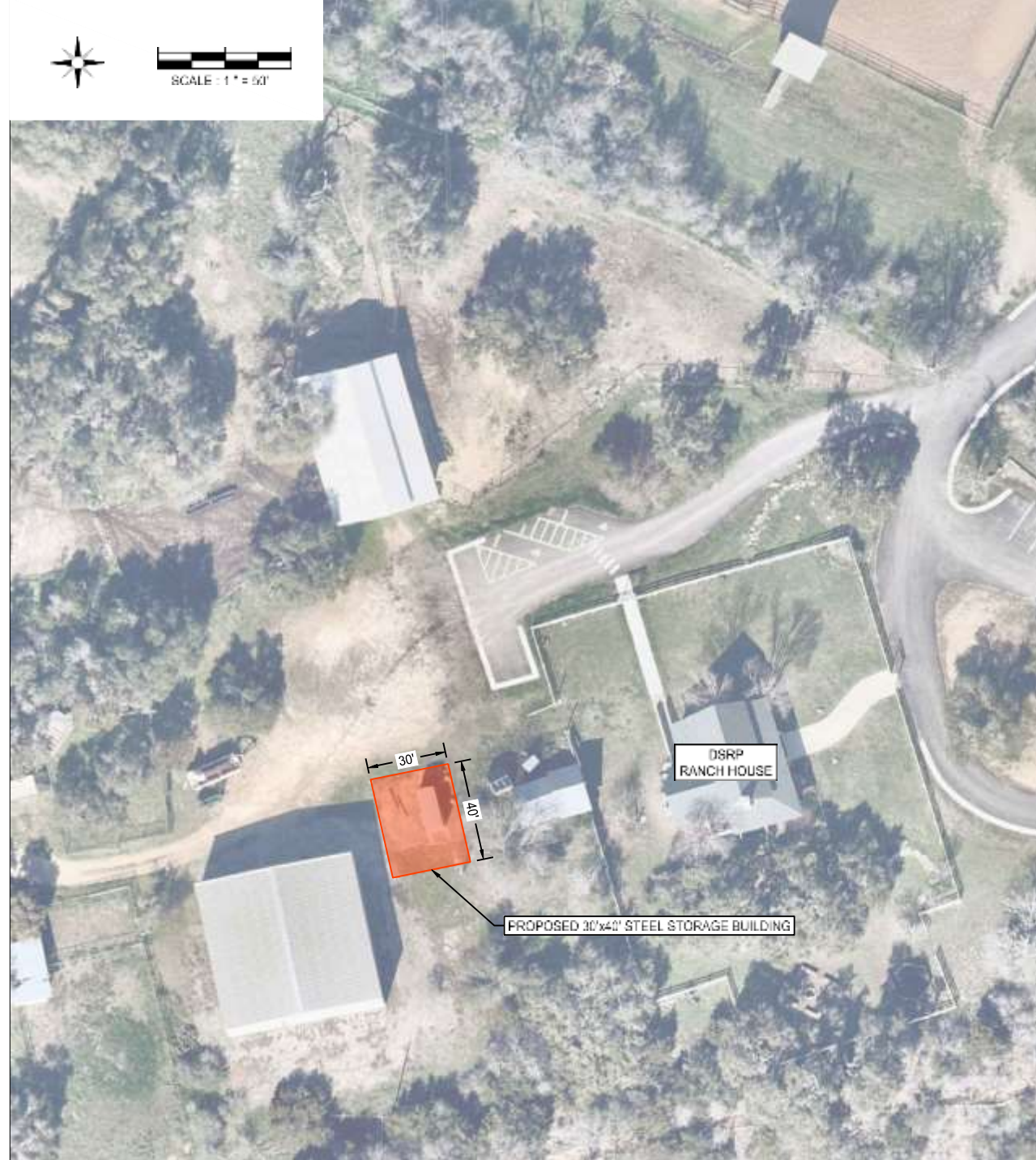
Sports & Recreation Park Adult Softball Improvements
– Lights, Infields, Outfields, & Gate



Item 4.

Ranch House Storage

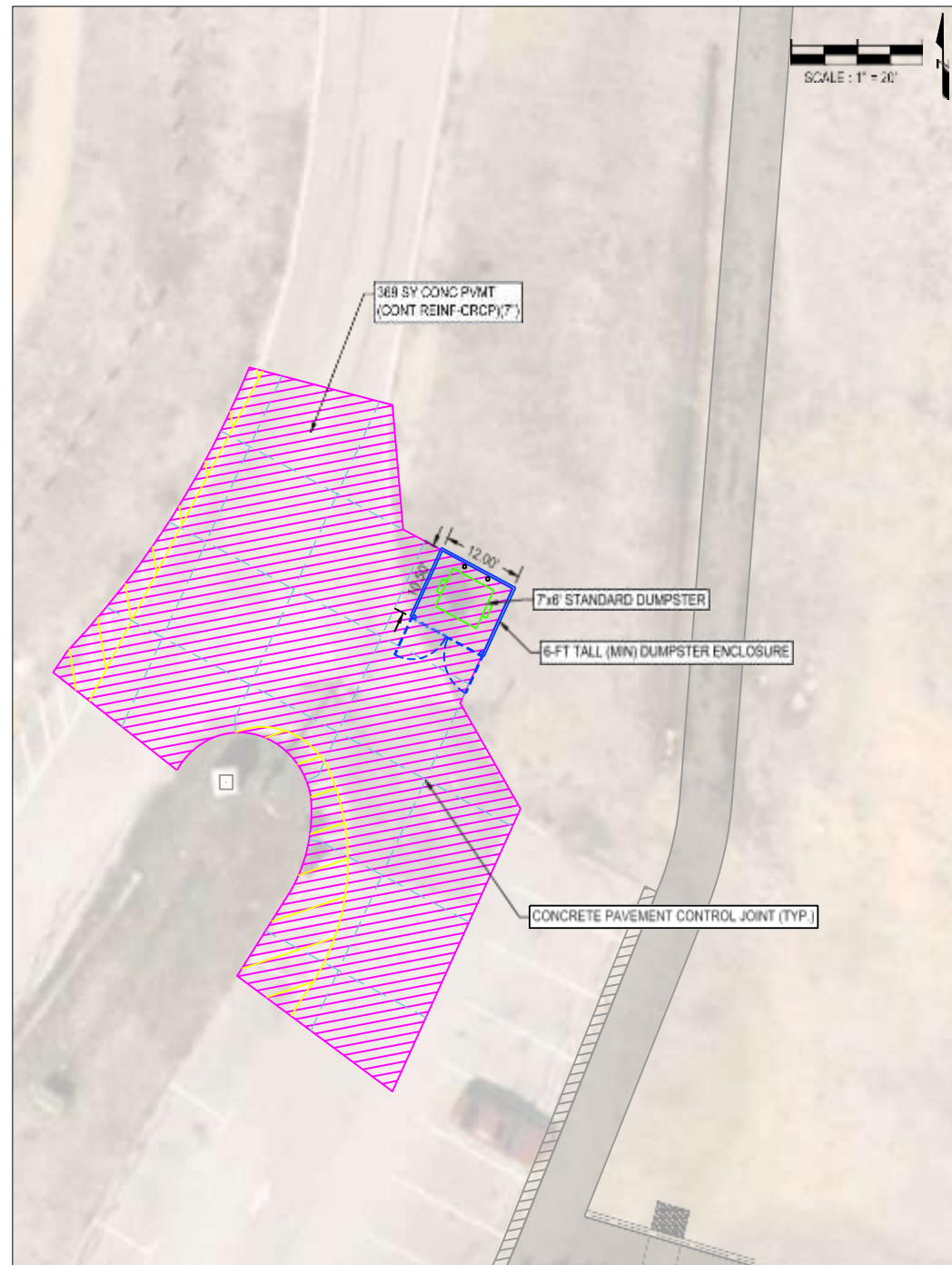
Ranch House Storage



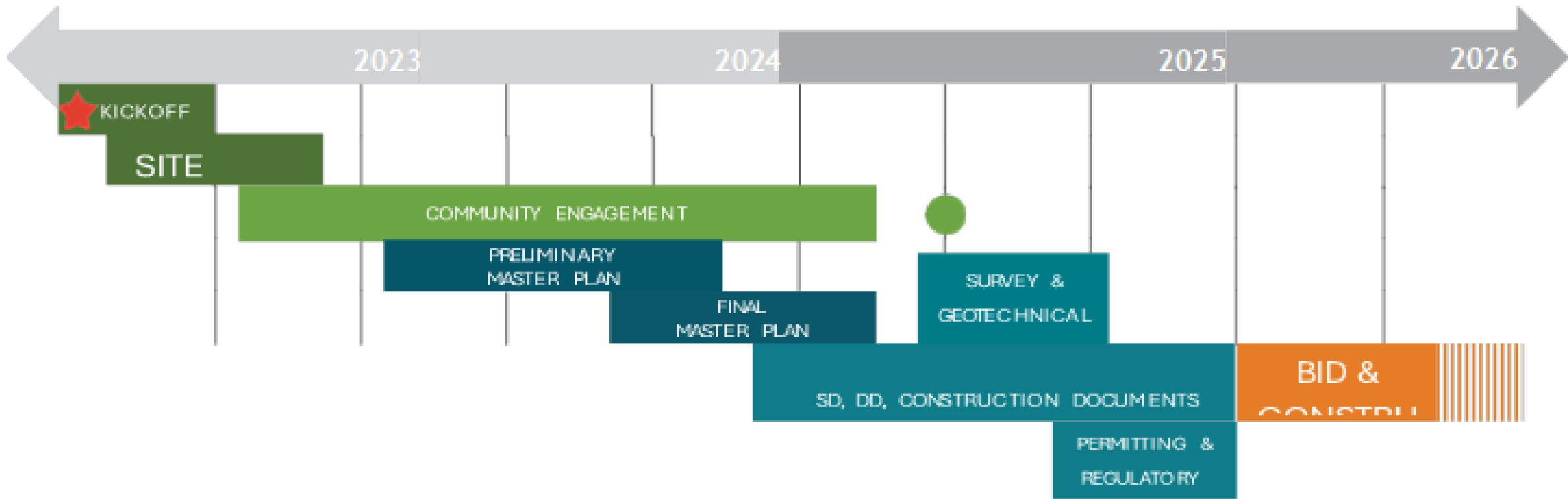
Item 4.

Founders Park Parking Lot Improvements

Moved to 2026



Item 4.



Rathgeber Natural Resource Park Timeline

Sports & Recreation
Park Athletic Field
Lighting:
Phase 1: Baseball
Field



DSRP
RV Parking Lot To
Playground

Moved to 2026



Item 4.

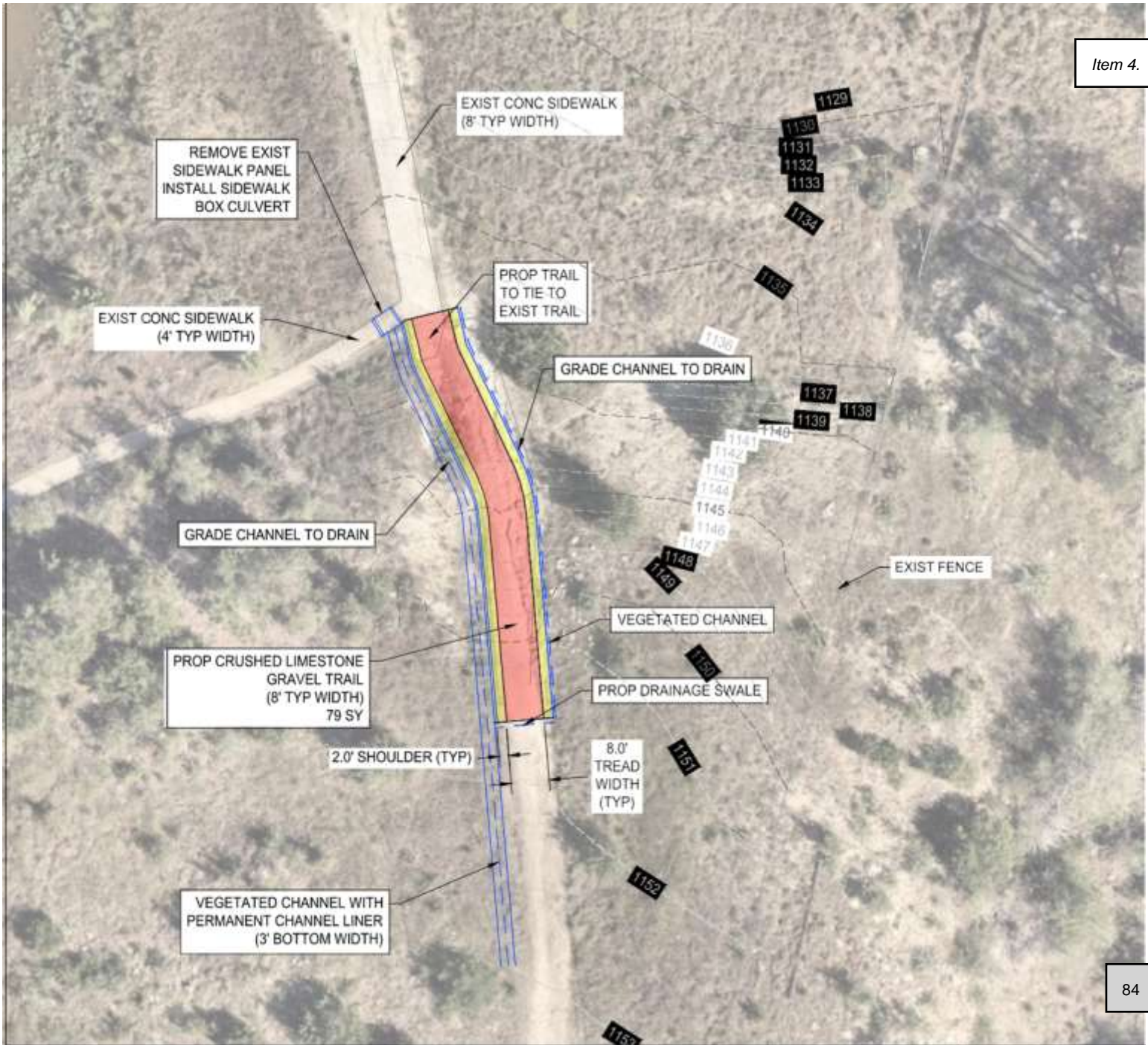
DSRP Path To Pond

Moved to 2026



DSRP Path To Pond

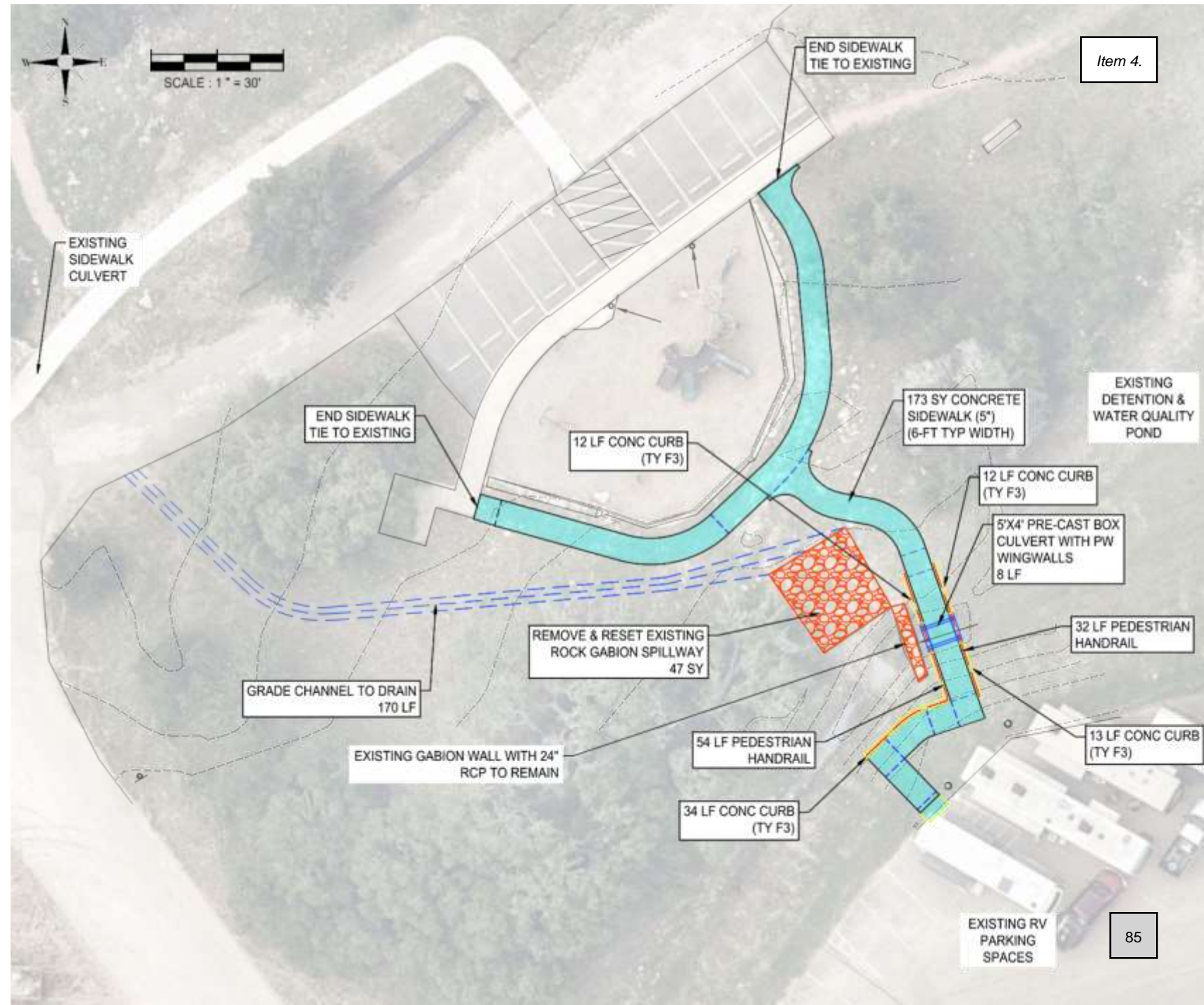
Moved to 2026



DSRP

RV Parking Lot To Playground

Moved to 2026



West Elevation



Stephenson Building

Card Playing

Arts & Crafts

Exercise and Fitness

Field Trips



Possible Senior Programs

Exercise and Fitness

Performing Arts

Martial Arts

Item 4.



Possible Family Programs

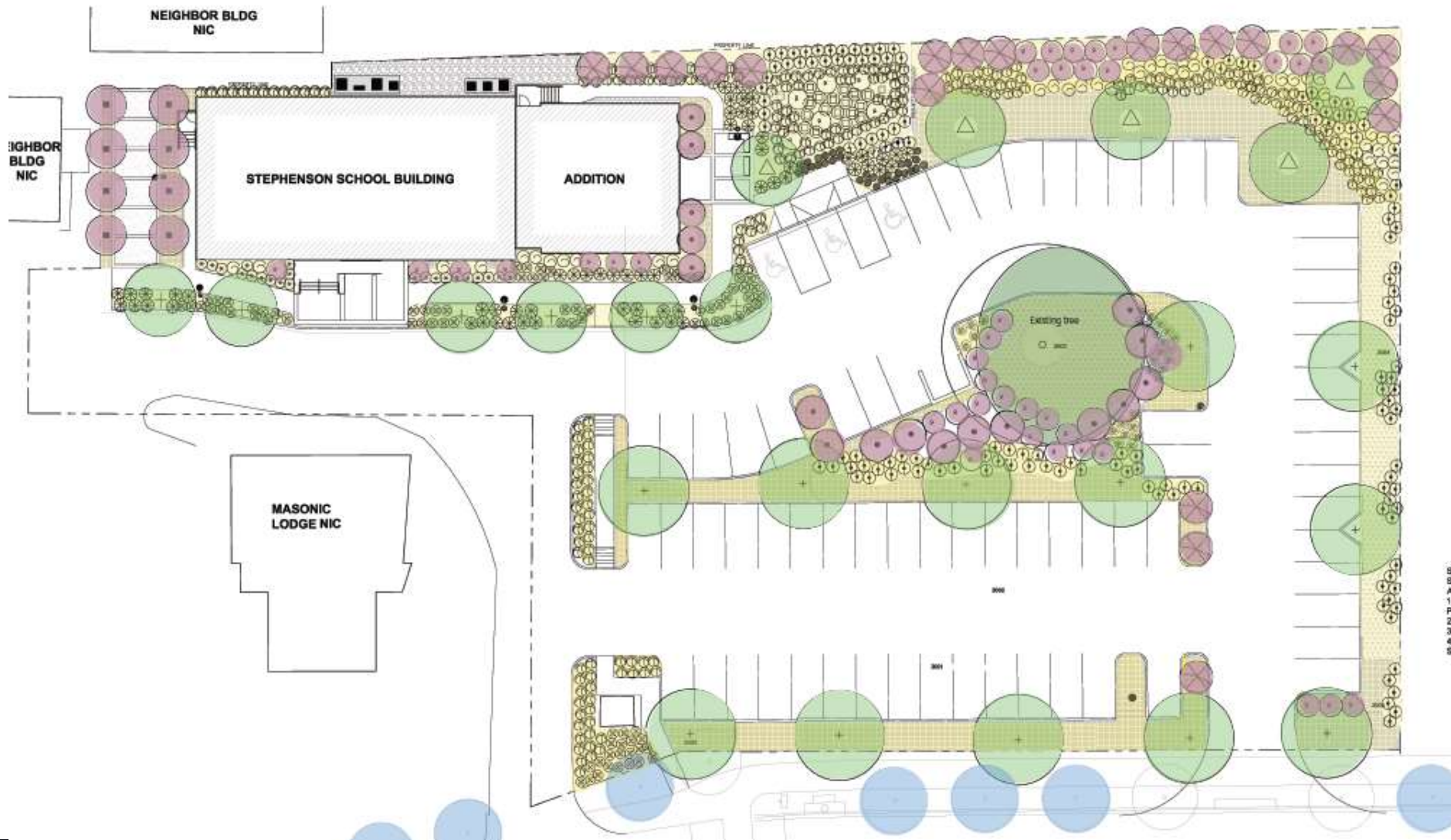
Live Music
Weddings/Receptions
Movies/Film Festival
Recitals
Meetings



Item 4.



Possible Special Events



Possible Farmers Market Location

(Songwriters Festival, Christmas on Mercer, Brewers Festival, Founders Day)

Preliminary Budget

Revenue:	
Contract Instructor Programs	10,000
Pilot Moon Films Events	150,000
DS Recreation Programs	5,000
DS Rentals	22,500
REVENUE TOTAL	187,500
Expenses:	
Computer/AV Supplies	\$ 2,000
Office Supplies	\$ 1,000
Janitorial Supplies	\$ 3,000
Miscellaneous Supplies	\$ 2,000
Medical Supplies	\$ 75
Food Supplies	\$ 1,000
Maint. Supplies	\$ 1,000
Recreational Supplies	\$ 10,000
Kitchen Supplies	\$ 500
Equipment Maintenance	\$ 500
Building Maintenance	\$ 2,000
Heating/AC Maintenance	\$ 3,000
Outside Repairs	\$ 1,000
Contractual Services:	
Program Inst.	\$ 7,000
Events	\$ 135,000
Janitorial Services	\$ 12,000
Equipment Rental	\$ 1,000
Promotions	
Advertising	
Recognition	\$ 500
Electric Utilities	\$ 2,320
Internet	\$ 12,000
Phone	\$ 6,000
Water Utilities	\$ 480
Landscaping	\$ 5,000
EXPENSE TOTAL	\$ 208,375
Profit/ (Loss)	\$ (20,875)

Phase & Field	Lighting Materials	Lighting O&P	Electrical M/O/P	Total
Phase 1 - Baseball Field #1	\$ 186,900.00	\$ 84,500.00	\$ 76,000.00	\$347,400.00
Phase 2 - Baseball #2	\$ 123,900.00	\$ 55,800.00	\$ 25,500.00	\$205,200.00
Phase 3 - Softball Upper & Lower	\$ 504,000.00	\$ 226,800.00	\$ 227,000.00	\$957,800.00
.....- Soccer #7	-	-	\$ 38,000.00	\$38,000.00
Phase 4 - Soccer #6 (A-E)	\$ 215,250.00	\$ 97,000.00	\$ 23,000.00	\$335,250.00
Phase 5 - Soccer Lower	\$ 372,750.00	\$ 168,000.00	\$ 86,000.00	\$626,750.00
.....- Soccer Upper	\$ -	\$ -	\$ 15,000.00	\$15,000.00
Sub-Total T/M/O&P	\$ 1,402,800.00	\$ 632,100.00	\$ 490,500.00	\$2,525,400.00
10% Owner Contingency				\$252,540.00
Project Total Estimate				\$2,777,940.00



Phase #5

Phase #1

Phase #4

Phase #2

Phase #3



**Staff Monthly Reports
August 2024**

Director:

- PCS Staff Report and Performance Measures Report.
- 2025 Budget Update
- Founders Park Sidewalk and Parking Lot Lights Project
 - Sidewalks are completed, waiting on the parking lot lights to be installed.
 - ADA requirements include re-striping the van accessible parking spot in front of the pool, additional signage and trimming some limbs along the new sidewalk.
- Rathgeber Park
 - Hays County POSAC agreement amount was approved for \$3,550,000.
 - Staff is working with RVi on the next steps for design of the park.
 - Met with Charles Pitkin concerning keeping Headwaters Residents up to date on park progress.
- Sports & Recreation Park Signage
 - Project is almost complete. The relocation of the Boy Scout sign and mile markers still need to be installed.
- Sports & Recreation Park 210 Reuse Water
 - City takes over the maintenance and scheduling of the irrigation.
 - DSYSA pays the \$5/1,000 gallon rate.
- Sports & Recreation Park Ballfields
 - Staff met with an individual about turfing the infields of the ballfields including the baseball field, softball field and adult softball fields.
- DSRP Mountain Bike Club Update

Park Maintenance

- Installed pet waste station at skate park.
- Fixed broken urinal in men's restroom at Sports and Recreation Park.
- Fixed swing at Founder's Park playground.
- Fixed water tank pump at Charro Park.

Aquatics:

Founders Pool:

- August is last month for summer season with reduced pool hours starting August 13th 5-8pm ONLY M-F and 10-6 Sat&Sun
- 21 Swim lessons
- Patrons showing a lot of interest in extending pool season into September/October
- Pool rentals (7) in August went well.

Community Events:

- **August Park Rentals** – Now being handled through DSRP front desk staff
 - 7 Pool Rentals
 - 2 special events: DSUSA Cheer, and a homeschool group
 - 5 Pavilion Rentals
 - 3 special events: DSUSA Cheer, homeschool group, and Church of the Springs
 - 14 field rentals –
 - Adult softball on Tuesday and Thursday nights at SPR

- **August Community Events:**
 - *E.T.* – Ranch House, DSRP
Friday, August 9
about 25 attendees. Stopped movie early due to lightening

- **Upcoming:**
 - *Puppy Plunge* – Founders Pool -- Sept 14
 - Appamada School cleanup day – SPR – Sept 20

DSRP:

Highlights:

- August slowed to almost a stand still due to heat BUT we had an amazing Gala for the Pigskins. They gave the facility and staff amazing kudos.
- Summer camp fully wrapped up (Report in October), and Nature Rangers after-school for DSE started.
- We are focusing on a big push for Western Wonderland sponsorships and participation.

DSRP Events in September:

Wednesday Morning Farmers Market, DSRP Riding Series: Ranch Horse Show, Atlas Swim Spa Expo, Fences Over Bee Cave, Goat Couture

DSRP September Programs:

Youth: Nature Rangers After-school, Arrow Wranglers Archery Program, Star Party

Adult: Drip Running Club, Recovery Yoga

Farmers Market:

August FMC Meeting:

FMC approved four of four vendor applications.

August Market recap:

For the most part, high heat suppressed customer counts, but those who came supported vendors enough so there wasn't a typical August dip. The 8/28 (pre-Labor Day) market compared against some of the best afternoon markets, which means there is now a discussion on whether to have market in mornings full-time. We'll discuss with vendors, compare against fall data, and do a customer survey early in 2025.

August 2024

	FY 2023		FY 2024	
	Aug-23	Total/Actual	Aug-24	Fiscal YTD
PCS Aquatics				
Programs Offered				
Swim Lesson Classes	0	48	21	111
ARC Certification	0	3	0	1
Number of Registrations				
Swim Lesson Registrations	0	128	21	126
ARC Certification	0	34	0	8
Admission Totals:				
Membership Check-ins	385	2,379	420	2,081
Day Passes Sold	707	3,550	731	2,586
Season Passes Sold	0	108	0	107
PCS Athletics				
Leagues Offered				
Adult Softball	0	2	1	2
Youth Sport Camps	0	6	0	6
Number of Teams/Participants				
Adult Softball	0	13	10	20
Youth Sport Camps	0	77	0	73
PCS Special Events				
Events Offered	1	14	1	9
Number of Participants	0	307	25	465
PCS Rentals				
Pool	4	13	7	13
Pavilion	7	41	5	12
Athletic Fields	0	1	14	33
Veterans Memorial Park	0	3	0	0
PCS Permits				
Itinerant Vendor	0	12	0	5
Commercial Trainers/Activity	0	0	0	0
Special Event	0	4	3	12
DSRP				
Programs Offered	4	28	16	163
Number of Participants	126	1,223	184	1,058
Camp Days Offered	9	77	14	76
Number of Participants	100	786	120	506
DSRP Events	0	18	0	48
Number of Participants	0	2,002	0	11,461
Arena Memberships Sold	1	44	2	55
Room Rentals	0	123	2	110
Arena Rentals	7	126	1	59
Other Rentals (Ranch House, Field, Etc..)	2	56	4	27
Free Use Agreements/Co-Sponsorships	12	173	25	242
Farmers Market				
Number of Markets Offered	5	51	4	48
Number of Vendors Registered	153	2,079	155	1,905
Number of Visitors	1,400	18,700	1,315	17,810