



Parks & Recreation Commission Regular Meeting

Dripping Springs Ranch Park Event Center

1042 Event Center Drive – Dripping Springs, Texas

Wednesday, January 15, 2025, at 6:00 PM

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 November 20, 2024 Parks & Recreation meeting minutes.**

BUSINESS AGENDA

- 2. Discuss and consider approval of a recommendation to City Council regarding the Use Agreement for the Sports & Recreation Park Adult Softball Fields between the City of Dripping Springs and Hillary Armstrong for the Women’s Adult Softball League.**
- 3. Discuss and consider approval of a recommendation to City Council regarding the Use Agreement for the Sports and Recreation Park Adult Softball Fields between the City of Dripping Springs and Logan Lilly for the Men’s Adult Softball League.**
- 4. Discuss and consider approval of a recommendation to City Council regarding an ordinance amending Article 16.02 Parks and Recreation in the City of Dripping Springs Code of Ordinances, regarding electric bicycles in parks.**

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

February 19, 2025, at 6:00 p.m.

March 12, 2025, at 6:00 p.m.

City Council Meetings

January 21, 2025, at 6:00 p.m.

February 4, 2025, 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 **January 9, 2025 at 5:30 PM.***

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

*Dripping Springs Ranch Park Event Center
1042 Event Center Drive – Dripping Springs, Texas
Wednesday, November 20, 2024, at 6:00 PM*

MINUTES

CALL TO ORDER & ROLL CALL

With a quorum of commissioners present, Chair Fushille called the meeting to order at 6:09 PM.

Commission Members

Paul Fushille, Chair
Kristy Caldwell, Vice Chair (*absent*)
Hope Boatright
Olivia Barnard (*left at 6:40*)
Tyson Joe
Christian Krueger (*arrived at 7:00*)
Thomas Lengel
Bryant Schleppler

Staff, Consultants, & Appointed/Elected Officials

Parks & Community Services Director Andy Binz
Parks & Community Services Assistant Director Emily Nelson
City Secretary Diana Boone
City Attorney Laura Mueller
Council Member Travis Crow

PRESENTATION OF CITIZENS

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No one spoke during Presentation of Citizens.

MINUTES

1. Approval of the October 16, 2024 Parks & Recreation meeting minutes.

A motion was made by Commissioner Boatright and seconded by Commissioner Scheppler, to approve the October 16, 2024 minutes. The motion to approve carried unanimously 6 to 0.

BUSINESS AGENDA

2. Presentation by Josh Sanders on potential improvements to the ballfields at Sports & Recreation Park.

No presentation. This item was moved to Closed Session.

3. Presentation by Halff on the Parks, Recreation, and Open Space Master Plan and stakeholder listening session with the Parks & Recreation Commission.

No action was taken during this presentation.

4. Discuss and consider approval of the 2025 Parks & Recreation Commission meeting calendar.

A motion was made by Commissioner Lenger and seconded by Commissioner Boatright, to approve the 2025 calendar as presented. The motion to approve carried unanimously 6 to 0.

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*

Update only. No action was taken.

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 and Lengel*

7. Dripping Springs Ranch Park Committee *Commissioners: Boatright and Lengel*

8. Founders Memorial Park Committee *Commissioners: Barnard, Schleppler, and Joe*

9. **Rathgeber Natural Resource Park**
Commissioners: Caldwell, Fushille and Barnard
10. **Sports & Recreation Park Committee**
Commissioners: Krueger, Schleppler, and Joe
11. **Veterans Memorial Park Committee**
Commissioners: Caldwell

CLOSED SESSION

A motion was made by Commissioner Joe and seconded by Commissioner Lengel, to move items 2 and 12 into Closed Session for Consultation with Attorney (551.071). The motion carried unanimously 7 to 0, with Commissioner Krueger arriving in time to vote.

Closed Session started at 7:22 PM and ended at 7:52

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.

12. **Consultation with Attorney regarding legal issues related to the unauthorized removal of trees from Founders Memorial Park, and related items.** *Consultation with Attorney, 551.071*

ADJOURN

A motion to adjourn the meeting was made by Commissioner Lengel and seconded by Commissioner Boatright. The meeting adjourned at 7:52 PM.



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

Submitted By: Andrew Binz – Director of Parks and Community Services

Parks & Recreation Commission Meeting Date: January 15, 2025

Agenda Item Wording: Discuss and consider approval of the Women’s Adult Softball Field Use Agreement between the City of Dripping Springs and Hillary Armstrong.

Summary/Background: The Women’s Adult Softball league has traditionally used the fields at the Sports & Recreation Park for their Spring league. Their 2025 Spring league will run on Wednesday nights starting on March 5th through May 28th.

The agreement includes use of the two adult softball fields and lights between the hours of 6:00 pm and 10:00 pm.

Fees Include:
Field Use = \$1,800
Electricity Use = \$1,800
Total = \$3,600

Staff

Recommendations: Approval of agreement as presented.

Attachments: 2025 Women’s Adult Softball Field Use Agreement
Map showing location of the adult softball fields at Sports & Recreation Park

Next Steps/Schedule: Place this item on the January 21st City Council agenda for approval.

USE AGREEMENT

Sports and Recreation Park Adult Softball Fields

This Use Agreement (the "Agreement") is entered into on this ___ day of _____, 2024, by and between the City of Dripping Springs, Texas, a Type-A General Law Municipality (the "City"), and Hillary Armstrong, an Individual (the "User").

WHEREAS, the User is an individual who wishes to provide for a women's softball league at Sports and Recreation Park;

WHEREAS, the City agrees to allow the User and the women's softball teams to use the adult softball fields for their games;

WHEREAS, the City and the User wish to set forth the terms of the User's use of the adult softball fields in this Use Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and User agree as follows:

1. Grant of Use

The City grants User the right to use the designated portions of Sports and Recreation Park as set out in this Agreement, specifically the Adult Softball Fields.

2. Access to Facilities

- (a) User shall have access to two fields from 6 p.m. to 10 p.m. every Wednesday Night from March 5th – May 28th.
- (b) If there is an emergency such as inclement weather, public health emergency, or an unforeseen circumstance, the City may decide to close the fields or limit access to the Park on impacted days. If the fields or Park are closed, the City will work with the user to reschedule the canceled game during the season.

3. Insurance

The User must maintain commercial general liability insurance coverage of at least \$3,000,000 per occurrence and at least \$5,000,000 per team aggregate, listing the City as an additional insured. The User shall provide proof of such insurance to the City and ensure that the policy includes a provision requiring thirty (30) days' notice to the City prior to any cancellation or change in terms of the policy.

4. Payments by User

The User is responsible for ensuring payment of field rental fees, including electricity, prior to league play at the cost of field fees and electricity.

5. League Resources

The User will provide all equipment needed for the games as well as providing for and compensating, as needed, scorekeepers and umpires.

6. Waivers

The User will collect signed waivers substantially in the form set out in Attachment “A” for each participant in field use to the City prior to the person’s participation in the league. Electronic copies of the waivers will be accepted, as well as hard copies, so long as hard copies are provided within seven (7) business days of signature. Copies can be provided electronically to the Director of Parks and Community Services at abinz@cityofdrippingsprings.com and in hard copy at Dripping Springs Ranch Park, 1042 Event Center Drive, Dripping Springs, Texas 78620. Any participant without a signed waiver cannot use the fields.

7. Compliance with Rules

The User will ensure compliance with all park rules, all Women’s Softball League rules, and all direction from City Staff and officials, shall ensure that no one will park on the grass adjacent to the fields, but shall use marked parking places. Any parking outside marked parking places shall incur the cost of damage to the grass up to \$100 per night. Any deviation from compliance with these rules, including unauthorized parking, can result in immediate suspension or termination of the use agreement without refund other than the deposit if not needed for damages or cleanup.

8. City Responsibilities

- (c) City shall not collect individual fees, hire scorekeepers or umpires, or create schedules for games.
- (d) City will collect trash in city cans. Any trash outside of city cans will be the responsibility of user and will result in damages charge or deduction in deposit if left behind after field use.
- (e) City will ensure fields and lights are usable for each night of play.

9. Rental Fees and Payment

- (a) Total Rental Fees per Season will be as follows:
 - (i) Field Fees: (2 fields x \$75/day x 12 days) = \$1,800
 - (ii) Electricity Fees: (use of lighting and scoreboard): (2 fields x \$75/day x 12 days) = \$1,800

Total Fees Per Season due to the City of Dripping Springs = \$3,600

- (b) Deposit: (to be used for damage to grass for unauthorized parking, additional cleanup after field use, or any damages): \$200/season
- (c) Payment of up to \$100 per game if excessive cleaning is needed after use of field. Documentation of need for excessive cleaning will be provided to user prior to charge of fee.
- (d) Additional use of fields shall be subject to City's fee schedule.

10. No Property Rights Conveyed

It is specifically agreed that nothing herein is intended to convey any real property rights of the fields to the User.

11. Release of Liability

The City assumes no responsibility for any property placed by the User or any User member, agent, participant, or guest, at the fields or in the Park or any part thereof, and THE CITY IS HEREBY EXPRESSLY RELEASED AND DISCHARGED FROM ANY AND ALL LIABILITY FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY THAT MAY BE SUSTAINED BY REASON OF THE USE OF THE FIELDS, PARK, AND RELATED FACILITIES UNDER THIS AGREEMENT.

12. Assumption of Liability

The User accepts full responsibility for protecting property and equipment and assume any and all liability for repairs or replacement necessitated by any damage done to fields, equipment, or other property used by the User.

13. As-Is Premises

The User accepts the premises as-is. User may not change any part of the fields or layout of its related facilities unless it receives prior written approval from the Parks and Community Services Director for the proposed changes.

14. Termination

- (a) Either party may terminate this Agreement without cause upon the terminating party giving the non-terminating party fourteen (14) day written notice.
- (b) This Agreement may be immediately suspended or terminated by the City if any rules, ordinances, or directions are violated by the User, or the User's participants, guests, agents, or members.

15. Indemnification

USER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, SERVANTS, AND EMPLOYERS, FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES OR INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR INCIDENT TO THEIR USE OF, OR THE USE AND OCCUPANCY OF THE FIELDS BY THE USER OR PARTICIPANTS, AND THE USER DOES HEREBY ASSUME ALL LIABILITY AND RESPONSIBILITY FOR INJURIES, CLAIMS OR SUITS FOR DAMAGES TO PERSONS OR PROPERTY WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, OCCURRING DURING THE TERM OF THIS AGREEMENT IN CONNECTION WITH THE USE OR OCCUPANCY OF THE FIELDS BY USER OR ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, MEMBERS, GUESTS, PARTICIPANTS.

16. Limitation of Liability

The User’s liability for any claims, damages, or losses arising under this Agreement shall not exceed the insurance coverage limits required by Section 3. This provision supersedes conflicting liability terms elsewhere in this Agreement.

17. Assignment

The User shall not assign this Agreement, or any rights, obligations, dates, discounts, or entitlements created under this Agreement to any other person or entity.

18. Notice

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

For the City:

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

For the User:

[To be inserted]

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.

19. Miscellaneous

(a) **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.

(b) **Amendment.** This Agreement may only be amended in writing signed by both parties.

- (c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- (d) **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.
- (e) **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom enforcement is sought. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE CITY:
City of Dripping Springs

THE USER:

Michelle Fischer
City Administrator

Hillary Armstrong

Date

Date

ATTACHMENT “A”: Participant Waiver and Release of Liability Agreement

Participant’s Name

Address

Date of Birth

City, State, ZIP

Email Address

Phone Number

Acknowledgment and Assumption of Risk

I, the undersigned participant, understand that participation in the Dripping Springs Women’s Softball League, including but not limited to training, practice sessions, competitions, and related volunteer work (the “Activities”) involves inherent risks of injury, including but not limited to personal injury, property damage, and death. I acknowledge that participation in the Activities is voluntary and that I assume all risks associated with the Activities.

Waiver and Release

In consideration of being allowed to participate in the Activities, I AGREE TO INDEMNIFY AND HOLD HARMLESS HILLARY ARMSTRONG, THE DRIPPING SPRINGS WOMEN’S SOFTBALL LEAGUE, AND THE CITY OF DRIPPING SPRINGS, ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (THE “CITY”) AGAINST AND FROM ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, ACTIONS, OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE, INCLUDING REASONABLE ATTORNEY’S FEES AND COSTS, WHICH MAY ARISE FROM MY PARTICIPATION IN THE ACTIVITIES.

Participant’s Signature

Date



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

Submitted By: Andrew Binz – Director of Parks and Community Services

Parks & Recreation Commission Meeting Date: January 15, 2025

Agenda Item Wording: Discuss and consider approval of the Men’s Adult Softball Field Use Agreement between the City of Dripping Springs and Logan Lilly.

Summary/Background: The Men’s Adult Softball league has traditionally used the fields at the Sports & Recreation Park for their Spring league. Their 2025 Spring league will run on Thursday nights starting on March 6th through May 8th. No games will be played on March 20th due to Spring Break.

The agreement includes use of the two adult softball fields and lights between the hours of 6:00 pm and 10:00 pm.

Fees Include:
Field Use = \$1,350
Electricity Use = \$1,350
Total = \$2,700

Staff

Recommendations: Approval of agreement as presented.

Attachments: 2025 Men’s Adult Softball Field Use Agreement
Map showing location of the adult softball fields at Sports & Recreation Park

Next Steps/Schedule: Place this item on the January 21st City Council agenda for approval.

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WHEREAS, the City agrees to allow the User and the Men's softball teams to use the adult softball fields for their games;

WHEREAS, the City and the User wish to set forth the terms of the User's use of the adult softball fields in this Use Agreement.

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- (b) Deposit: (to be used for damage to grass for unauthorized parking, additional cleanup after field use, or any damages): \$200/season
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- (b) This Agreement may be immediately suspended or terminated by the City if any rules, ordinances, or directions are violated by the User, or the User's participants, guests, agents, or members.

15. Indemnification

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The User shall not assign this Agreement, or any rights, obligations, duties, discounts, or entitlements created under this Agreement to any other person or entity.

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For the City:

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

For the User:

[To be inserted]

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.

19. Miscellaneous

(a) **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.

(b) **Amendment.** This Agreement may only be amended in writing signed by both parties.

- (c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- (d) **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.
- (e) **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom enforcement is sought. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE CITY:
City of Dripping Springs

THE USER:

Michelle Fischer
City Administrator

Logan Lilly

Date

Date

ATTACHMENT “A”: Participant Waiver and Release of Liability Agreement

Participant’s Name

Address

Date of Birth

City, State, ZIP

Email Address

Phone Number

Acknowledgment and Assumption of Risk

I, the undersigned participant, understand that participation in the Dripping Springs Men’s Softball League, including but not limited to training, practice sessions, competitions, and related volunteer work (the “Activities”) involves inherent risks of injury, including but not limited to personal injury, property damage, and death. I acknowledge that participation in the Activities is voluntary and that I assume all risks associated with the Activities.

Waiver and Release

In consideration of being allowed to participate in the Activities, I AGREE TO INDEMNIFY AND HOLD HARMLESS LOGAN LILLY, THE DRIPPING SPRINGS MEN’S SOFTBALL LEAGUE, AND THE CITY OF DRIPPING SPRINGS, ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (THE “CITY”) AGAINST AND FROM ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, ACTIONS, OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE, INCLUDING REASONABLE ATTORNEY’S FEES AND COSTS, WHICH MAY ARISE FROM MY PARTICIPATION IN THE ACTIVITIES.

Participant’s Signature

Date



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

?Dis

Submitted By: Andrew Binz – Director of Parks and Community Services

**Parks & Recreation
Commission Meeting
Date:** January 15, 2025

Agenda Item Wording: Discuss and consider a recommendation to City Council an ordinance update to Article 16.02. Parks and Recreation, regarding electric bicycles in parks.

Summary/Background: As electric bicycles are becoming more and more popular and are seen more frequently within our parks system, staff would like to recommend putting limits on the type of electric bikes (e-bikes) that are allowed within certain parks.

Staff recommends no power assisted modes of transportation, including electric bikes, be allowed in Dripping Springs Ranch Park and Charro Ranch Park. The amount of vehicle traffic and equestrian/livestock present from events at DSRP creates an unsafe environment for e-bikes. Charro Ranch Park trails are considered pedestrian only because it is a nature park.

Founders Park and Sports & Recreation Park trails are considered more multi-purpose trails, and these are the trails staff is seeing more e-bike activity. Staff is recommending allowing e-bikes on these trails but with a limit on the speed to 10 miles per hour and with no use of a throttle if the e-bike is equipped with one.

Staff

Recommendations: Approval of the ordinance update as presented.

Attachments: Ordinance No. 2025 – XX – E-Bicycles Amendment to Parks Rules

Next Steps/Schedule: Place this item on the January 21st City Council agenda for approval.

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2025-__

AN ORDINANCE AMENDING CHAPTER 16: PUBLIC WAYS AND PLACES, ARTICLE 16.02, SECTIONS 16.02.034, 16.02.055, AND 16.02.065 IN THE CITY OF DRIPPING SPRINGS CODE OF ORDINANCES.

WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to have specific rules for the use of electric bicycles at City parks;

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the Parks and Recreation Commission had a meeting on December 18, 2024, and recommended approval of the rules; and

WHEREAS, the City Council had a meeting and a public hearing on January __, 2025, and approved the rules; and

WHEREAS, the City Council finds that the amendment proposed is reasonable, necessary, and proper for the good government of the City of Dripping Springs.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Dripping Springs, Texas:

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. AMENDMENT

Article 16.02, Sections 16.02.034, 16.02.055, and 16.02.065 as currently adopted are amended so to read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication of caption.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the ___ day of _____ 2025, by a vote of _____ (ayes) to _____ (nays) to _____ (abstentions) of the City Council of the City of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Diana Boone, City Secretary

Attachment "A"

CODE OF ORDINANCES

CHAPTER 16-PUBLIC WAYS AND PLACES

ARTICLE 16.02. PARKS AND RECREATION

DIVISION 2. PARK RULES

Sec. 16.02.034. Definitions.

(a) Rules of interpretation. Words and phrases used in this division shall have the meanings set forth in this section. Words and phrases that are not defined below, but are defined elsewhere in this code, shall be given the meanings set forth in those other ordinances. Words and phrases not defined in this code shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

(b) Specific definitions.

Alcoholic beverage: Alcohol, or any beverage containing more than one-half of one percent of alcohol by volume, which is capable of use for beverage purposes, either alone or when diluted.

Business activities: The provision of services, instructions, training, or support to another person or to a group in exchange for payment.

Charro Ranch Park: The city park located at 22690 Ranch to Market Rd 150.

City: The City of Dripping Springs, an incorporated municipality located in Hays County, Texas, and includes any official, agent or employee acting on behalf of the city.

Class 1 electric bicycle: [A bicycle with pedal assist, no throttle, and a top speed of up to 20 miles per hour.](#)

Class 2 electric bicycle: [A bicycle with pedal assist, a throttle, and a maximum speed of up to 20 miles per hour.](#)

Class 3 electric bicycle: [A bicycle with pedal assist, a throttle, and a maximum speed of up to 28 miles per hour.](#)

Commercial Activity: Providing goods or services for sell or rent or providing a class or instruction for compensation or as an inducement or advertisement for paid classes or instruction.

Commercial fitness trainer: A for profit trainer providing physical fitness training expertise to clients in a city park.

Commission: The city parks and recreation commission (aka, "parks and rec") or any successor entity.

Dangerous animal: An animal that:

- (1) Makes an unprovoked attack on a person or another animal that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own;
- (2) Commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person; or
- (3) Park personnel deems to be uncontrollable and a danger to those around it.

Department: The City of Dripping Springs and parks and community services department.

Dripping Springs Ranch Park: The park and event center located at 1042 Event Center Drive, Dripping Springs, Texas.

Farmers market committee: The board created under article 6.05 of this code supports the market and serves as an advisory body to the city council.

Firearm: A device defined in accordance with Texas Penal Code section 46.01.

For profit groups: Individuals or organizations that are not nonprofit groups as determined by state and/or federal law.

Founders Memorial Park: The city park located east of RM 12 on Founders Park Road.

Glass container: Any glass receptacle.

Market manager: The city employee designated by the city administrator to manage the operations of the farmer's market.

Motorized/electric toys: Includes any motor powered object including, but not limited to, remote control cars, motorized scooters or bikes, or any motorized or electric wheeled vehicle.

Multi-use trail: Trails designated for pedestrian, bicycle, and equestrian use.

Nonpark waste: Trash, refuse, litter or other solid waste that is not created or generated on-site at a park, but is transported from a person's home, business or other location to a park for disposal purposes. This term includes construction debris, office waste, municipal solid waste, and any form of hazardous waste. This term excludes waste generated on park premises during the course of lawful use of the park for recreational purposes.

Park: Any or all of the parks and facilities under the management and control of the city, including any land now or hereafter dedicated by the city as a municipal park.

Park attendant: A city employee who has been designated by the city council or city administrator to oversee and enforce the rules at a city park.

Park facility: Any building or structure intended for a specific type of use within a park including, but not limited to, a building, sports field, recreational facility, parking lot, covered pavilion, designated camping site, skatepark, or other specific use area within a park.

Person: An individual, corporation, organization, government agency, business, trust, partnership, association, or any other legal entity, other than the city.

School-related activity: An event or activity on or off school property sponsored and/or sanctioned by the Dripping Springs Independent School District. Examples include, but are not limited to, sporting events and performances, such as theatrical, etc.

Skatepark: The city park designed for skating, skateboarding, biking, and other non-motorized wheeled equipment that is located at Founders Memorial Park.

Sports and Recreation Park: The city park located at 27148 Ranch Rd 12, Dripping Springs, TX 78620.

Tobacco product: Includes, but is not limited to, a cigarette, cigar, and any smokeless tobacco product such as chewing and dipping tobaccos.

Vehicle: A device that can be used to transport persons or property including, but not limited to a moped, power-driven bicycle, motorcycle, motor scooter, automobile, truck, golf cart, tractor, aircraft, gliders, paragliders, and all-terrain vehicle.

Weapon: Anything that in the manner of its use or intended use is capable of causing death, personal injury, or serious bodily injury, including (but not limited to) air guns, clubs, axes, pellet or BB guns, bows and arrows, or projectile devices.

(Ord. No. 2023-09, § 2, 3-7-2023; Ord. No. 2023-34, § 2, 10-17-2023)

Sec. 16.02.055. Trail use.

- (a) It is an offense for any person to:
- (1) Operate or use a motor vehicle, including a motorcycle, motorbike, mini-bike, or a bicycle on a trail or path not designated for the use with such vehicles;

[\(1.1\) Operate or use a Class 1 electric bicycle, Class 2 electric bicycle, or Class 3 electric bicycle in a park or on a designated trail except and in accordance with section 16.02.065;](#)
 - (2) Operate or use a bicycle on any pedestrian trail; or
 - (3) Ride, drive, leads or keep a horse on any pedestrian trail.
- (b) On multi-use trails, bicyclists shall yield to joggers, joggers to walkers. All trail users must yield to horses.
- (c) Trail users on multi-use trails should not be more than two abreast when this action will impede other traffic on the trail. Trail users should leave ample room on the trail for other users to pass safely.
- (d) Bicyclists should maintain bicycles in good condition and should operate them in a safe, manner at a reasonable and prudent speed. All bicycles shall be equipped with properly functioning brakes.

(Ord. No. 2023-09, § 2, 3-7-2023)

Sec. 16.02.065. Special rules for specific park facilities.

- (a) Each park facility may develop additional rules and regulations that address problems specific to that facility, which shall be in writing and approved by the city administrator or designee. Patrons shall comply with all rules and regulations posted at individual facilities or for special events.
- (b) Dripping Springs Ranch Park Rules:
- (1) It is an offense for any person to swim or boat at this park.
 - (2) Only members of the Dripping Springs Ranch Park or patrons who pay a daily fee are permitted to have their horses at this park.
 - (3) It is an offense for any farrier to provide services at this park without approval by the ranch park manager or the parks and community services director.
 - (4) Quiet hours for RV spots are from 10:00 p.m. to 6:00 a.m. unless approved in writing.
 - (5) All waste must be disposed of in the dumpster located on site at the park. Littering on the property will result in a fine.
 - (6) All wastewater, including gray water, must be disposed of in the dump station, located on site at the park. Any dumping of waste/sewage on pavement, dirt or vegetation will result in eviction.
 - (7) No swimming pools are to be set upon the property.
 - (8) Rowdiness, abusive language, fighting, lewd conduct, reckless driving/speeding, drunkenness, and possession of or use of illegal drugs will not be tolerated at any time. Amplified sound, firearms, or weapons shall not be allowed unless otherwise allowed by law or authorized by the city by written agreement.
 - (9) Parents are responsible for the conduct of their children and financially responsible for any damages caused by their children. Children under the age of 13 must be accompanied by an adult at all times.
 - (10) The city, the department, and Dripping Springs Ranch Park, as well as their officials, agents, and employees are not responsible for property or personal injury damages arising out of, or in any way connected to use of the park, including, but not limited to loss or damage by fire, wind, theft, accident, or Acts of God.
 - (11) Registered guests and visitors are liable for all personal injury or property damages and assume any and all risks associated with use of the park to their person, property, animals and vehicles.
 - (12) No vehicles are allowed within the park without a permit or written permission after 11:00 p.m.
 - (13) [No power assisted modes of transportation are allowed anywhere in the park except for motor vehicles operated or parked in accordance with sections 16.02.053 or 16.02.054.](#)
- (c) Farmers market. The following section applies to farmers market operations. The market manager has the authority to control the use of the park premises for purposes of Texas Penal Code section 42.03 (obstruction of passageways), issue warnings, provide notice per

Texas Penal Code section 30.05 (criminal trespass), and take appropriate action against any person who violates the rules and regulation for market operations, any section of this division, and any other regulation or law. Additional regulation related to the farmers is in article 6.05 of this code. Farmers market rules include:

- (1) All market participants must complete the appropriate application, pay the applicable fees, and be approved by the market manager or the farmers market committee prior to participation.
- (2) Producers, prepared-food producers, artists and craftspeople, service providers, entertainers, and community organizations that fulfill the mission of the market as listed in section 6.05.003 of this code, may be approved to participate in the market.
- (3) The farmers market and all vendors must comply with the Americans with Disabilities Act and with state accessibility requirements. All common areas and vendor booths must be accessible to individuals with disabilities whenever the booth is open to the public.
- (4) All vendors must agree to and assist in the inspection of their operation by representative of the market at any time to ensure compliance with these rules and state health rules, as applicable.
- (5) Market booth fees will be determined annually by the farmers market manager and approved by the city council. Fees will be assessed to participants weekly.
- (6) All selling and promotion must be contained within the ten feet wide by ten feet deep booth space.
- (7) Any vendor cancellations must be communicated with the market manager by 2:00 p.m. on day prior to the market or late notice fees will be assessed.
- (8) Smoking or other tobacco use, including vaping or electronic cigarettes, is not allowed in market area.
- (9) All market complaints should be sent to the market manager for review by the farmers market committee.
- (10) Violation of farmers market or park rules may result in verbal warning, written warning, suspension or expulsion from the market. The market manager shall have discretion to enact any or all of the above options based on the severity of the violation.
- (11) Community organizations that fulfill the mission of the market and seek to fundraise or educate at the market can submit an application to the farmers market manager for approval to perform such activities.
- (12) All vendors must wait for the sound of the opening bell to commence sales to the public.
- (13) Public dissemination of information is regulated on market days during market hours. Those seeking to disseminate information must do so only in the area designated by the market manager.
- (14) Each vendor is responsible for his or her own sales tax collections and payments.

- (15) A scale certified by the Texas Department of Agriculture must be used at the market for all products sold by weight.
 - (16) Food samples must be distributed in accordance with the rules set forth by the city's farmers market food sampling rules and Texas Department of State and Health Services.
 - (17) Home-canned processed foods and baked goods can be sold but must comply with the Texas Cottage Food Laws as defined by the Texas Department of State Health Services and Texas Health and Safety Code.
 - (18) All vendors must obtain any and all permits and licenses required by the state and the county as applicable to sell each product.
 - (19) All items sold at the market must be raised, prepared, processed, or crafted by the vendor within a 150 mile radius of the city and meet the mission of the market.
 - (20) No live animals may be sold or given away at the market.
 - (21) No vendor, attendee, or participant in the market may impede pedestrian or vehicular traffic or interfere or disrupt normal market operations.
- (d) Skatepark.
- (1) Hours are dawn to dusk. This skatepark is not equipped with lighting and is closed once the sun goes down.
 - (2) Protective safety equipment that properly fits is strongly encouraged to be worn while using the skatepark.
 - (3) The skatepark is unsupervised; and users ride at their own risk.
 - (4) Parents/guardians are responsible for their children; children under the age of ten must be accompanied by an adult.
 - (5) The skatepark is open to bikes, skateboards, scooters, in-line skates, and other non-motorized wheeled vehicles.
 - (6) Animals, other than service animals, are not allowed on the skatepark surface.
 - (7) Motorized and electric toys, equipment, ramps, boxes or user-placed obstacles are not allowed.
 - (8) No modifications to existing ramps or additional obstacles or materials allowed.
 - (9) Competitive events, demonstrations or private lessons require prior approval of the parks & community services department as required by division 4, commercial activity on park property.
 - (10) No graffiti or defacing the property.
 - (11) No gum, food or drinks on the skatepark surface.
 - (12) The skatepark is considered closed during inclement weather (rain, lightning, sleet, snow, etc.).
 - (13) The city reserves the right to close the skate park at any time, including for programmed events.

(14) All other city park rules apply.

(15) A violation of (d)(1), (d)(6), (d)(7), or (d)(8) is considered an offense under this article.

(e) Charro Ranch Park

(1) No power assisted modes of transportation are allowed anywhere in the park except for vehicles parking in authorized parking areas.

(f) Founders Memorial Park (excluding Skatepark)

(1) Class 1 electric bicycles may not be used on trails at a speed greater than 10 miles per hour.

(2) Class 2 electric bicycles and class 3 electric bicycles may not be used with throttle or on trails at a speed greater than 10 miles per hour.

(g) Sports and Recreation Park

(1) Class 1 electric bicycles may not be used on trails at a speed greater than 10 miles per hour.

(2) Class 2 electric bicycles and class 3 electric bicycles may not be used with throttle or on trails at a speed greater than 10 miles per hour.

(Ord. No. 2023-09, § 2, 3-7-2023; Ord. No. 2023-34, § 2, 10-17-2023)



**Staff Monthly Reports
December 2024**

Director:

- PCS Staff Report and Performance Measures Report.
- Aquatics Manager, Lina Daugvilaite, has resigned.
- Rathgeber Park
 - Continue to work with the DSISD on the entrance road through DSISD property. DSISD to provide the City with a cost estimate based on staff input provided.
 - RVI to provide a conceptual plan for a Phase I including plans for the entrance road through DSISD property.
- Sports & Recreation Park
 - Adult Softball improvements to the outfields and infields have begun.
 - Adult Softball lights maintenance are scheduled for January.
- Park Restrooms Update
 - Quotes have come in higher than expected. Re-evaluating how to move forward.
- Storage Building Update
 - Chad Gilpin is putting it out to bid with new City Maintenance building with hopes for savings.
- Founders Park
 - Parking lot improvements go out to bid in February.
 - Pool chemical dispenser area will be included in the bid for the parking lot improvements.
 - Pool wood staining/painting, we have three quotes.
- Parks, Recreation, and Open Space Master Plan Update
 - Stakeholder meetings are finished.
 - Half was at Christmas on Mercer on Saturday, December 7th.
 - The first Open House is scheduled for Thursday, January 16th at 6:30 pm at DSRP.

Park Maintenance

- 12.12.2024 Sports & Recreation Park Vandalism – Truck.
- 1.1.2025 Sports & Recreation Park Vandalism – Fireworks.
- Founders Park Women’s Restroom sink was replaced.
- Christmas Tree Recycling goes through January 19th.

Aquatics:

- No report

Community Events:

- **December** – no park rentals
- **December Community Events:**
 - *Christmas on Mercer* – Downtown Dripping Springs – Dec 7
 - People came despite the rain!
 - Thank you to all Parks team who helped with the booth and cleanup
 - Artisan Market at the Triangle with Dripping Springs Art League
 - Saturday Dec 14
 - All vendors had great sales!
- **December/January Triangle Banner Permits:**
 - *Living Nativity* – at DSRP
 - *TX Junior Roller Derby* – at DSRP
- **Itinerant Vendor & Special Event Permits:**
 - *Christmas at the Pound House* – Pound House Museum & Farmstead – Dec 14
 - 2 itinerant vendor permits (arts & Crafts)
 - 3 food vendor permits (Danny, Health Inspector permits)
- **Founders Day:**
 - Applications for returning vendors open January 2nd

DSRP:

December Highlights:

- Vintage Market Days was the first week of December, and despite a rainy weekend, they had a packed house of shoppers
- Our Programs and Admin team braved the cold and rain at Christmas on Mercer but connected with new and familiar faces
- Our DSRP Riding Series Holiday Classic Dressage Show was full, and we were excited to see many riders from our clinic who joined us for their very first Dressage Show
- Western Wonderland joined us for the 2nd year with many highlights:
 - Melanie had 18 businesses and nonprofits contribute to our Community Trail of Lights! Last year we had 6 so it grew tremendously!
 - Our inaugural Character Pancake Breakfast had 80 participants which surpassed our goal by double
 - Our Community Stage saw performances from every elementary school, SSMS, DSHS, and even a Live Nativity from the Cowboy Church
 - Our Micro Events had great turnout and provided many smiles
 - We had over 6500 skaters come, just in December!!

DSRP Events in January:

TX Jr Roller Derby, CCA Banquet, We Are Blood Drive, Western Wonderland Closes on January 5th, 4H Point Show, Big Tex Gun Show, HCLE Buyer's Gala, Hays County Livestock Expo

DSRP January Programs:

- Youth: Nature Rangers After-School, Tween Scene on Ice, Arrow Wranglers
- Adult: Drip Running and Yoga
- Family: Star Party, Family Nerf Night

Farmers Market:**December FMC Meeting:**

1 of 1 vendor applications approved. Meeting was cancelled due to lower activity.

December Market recap:

The Tolly brothers (vendors, woodcrafters, veterans) nicely donated hand-carved trees for kids to decorate with paints at 12/11 and 12/18 markets, which helped create a festive atmosphere. With markets falling on holidays on 12/25 and 1/1, customers stocked up at the 12/18 market and pushed total sales to a new all-time high.

December 2024

	FY 2024		FY 2025	
	Dec-23	Total/Actual	Dec-24	Fiscal YTD
PCS Aquatics				
Programs Offered				
Swim Lesson Classes	0	111	0	0
ARC Certification	0	1	0	0
Number of Registrations				
Swim Lesson Registrations	0	126	0	0
ARC Certification	0	8	0	0
Admission Totals:				
Membership Check-ins	0	2,081	0	0
Day Passes Sold	0	2,586	0	0
Season Passes Sold	0	107	0	0
PCS Athletics				
Leagues Offered				
Adult Softball	0	2	0	0
Youth Sport Camps	0	6	0	0
Number of Teams/Participants				
Adult Softball	0	20	0	0
Youth Sport Camps	0	73	0	0
PCS Special Events				
Events Offered	1	10	0	2
Number of Participants	50	545	0	50
PCS Rentals				
Pool	0	14	0	0
Pavilion	0	16	1	8
Athletic Fields	0	43	0	0
Veterans Memorial Park	0	0	0	0
PCS Permits				
Itinerant Vendor	0	6	0	5
Commercial Trainers/Activity	0	0	0	0
Special Event	1	13	1	4
DSRP				
Programs Offered	39	200	32	113
Number of Participants	115	1,134	121	393
Camp Days Offered	6	76	6	9
Number of Participants	12	506	19	46
DSRP Events	26	49	38	57
Number of Participants	6,966	11,505	6,723	8,790
Arena Memberships Sold	3	55	13	40
Room Rentals	1	132	7	70
Arena Rentals	8	64	6	25
Other Rentals (Ranch House, Field, Etc..)	2	34	1	2
Free Use Agreements/Co-Sponsorships	15	273	25	114
Farmers Market				
Number of Markets Offered	4	52	3	12
Number of Vendors Registered	141	2,066	137	533
Number of Visitors	1,225	19,995	1,150	5,550