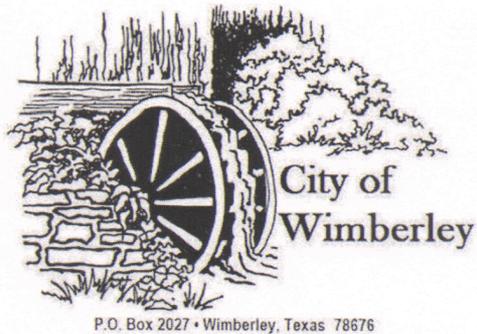


City of Wimberley



Parks and Recreation Board Meeting Packet

8.20.2019



City of Wimberley

221 Stillwater Drive, Wimberley, Texas 78676

PARKS AND RECREATION BOARD MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER DRIVE, WIMBERLEY, TEXAS 78676
TUESDAY, AUGUST 20, 2019 – 1:00 P.M.

AGENDA

1. **CALL TO ORDER** August 20, 2019 at 1:00 p.m.
2. **CALL OF ROLL**
3. **OATH OF OFFICE FOR BOARD MEMBERS**
4. **REVIEW OF BOARD DUTIES AND ELECTION OF BOARD OFFICERS**
 - A. Election of Chairperson
 - B. Election of Vice-Chairperson
 - C. Election of Secretary
5. **CITIZENS COMMUNICATIONS**

This provides an opportunity for the citizens to comment on agenda and non-agenda items in advance of the regular business of the Parks and Recreation Board. Those wishing to speak must sign-in before the meeting begins and observe a three-minute time limit when addressing the Board. Speakers will have one opportunity to speak during the time period. Comments from speakers should not be directed towards any specific member of the Board or City staff. Comments should not be accusatory, derogatory or threatening in nature.
6. **MINUTES**

Approval of minutes from the Parks and Recreation Board Meeting held May 21, 2019.
7. **CITY STAFF REPORTS**
 - A. Operations/Programs Report
 - B. Natural Resources/Park Maintenance Report
 - C. Director Report

8. FRIENDS OF BLUE HOLE EXECUTIVE DIRECTOR REPORT

9. DISCUSSION AND POSSIBLE ACTION

- A. Discuss and consider possible action to review the accomplishments of the Parks and Recreation Board from the past year (July 2018 to June 2019).
- B. Discuss and consider possible action regarding the accomplishments the Parks and Recreation Board hopes to achieve in the coming year (July 2019 to June 2020).
- C. Discuss and consider possible action to approve Friends of Blue Hole and City of Wimberley Agreement/Memorandum of Understanding.
- D. Discuss and consider possible action to approve the annual Blue Hole Regional Park soccer field use agreement with Wimberley Youth Sports Association/Wimberley Youth Soccer Club for the (August 2019 – December 2019) & (March 2020 – June 2020) Soccer Seasons.
- E. Discuss and consider possible action to approve the annual Blue Hole Regional Park soccer field use agreement with Surge Soccer Club- Wimberley for the (August 2019 – December 2019) & (March 2020 – June 2020) Soccer Seasons.
- F. Discuss and consider possible action to approve renaming the City of Wimberley pocket park located at the trailhead of the Cypress Creek Nature Trail & Preserve to the Martha Knies Community Park.
- G. Discuss and consider possible action to approve the receipt of grass plantings from James Miller to be installed at the Cypress Creek Nature Trail. The grass will create a natural barrier to pedestrian traffic entering from adjacent property and mitigate erosion from storm runoff that enters the creek from this area.
- H. Discuss and consider possible action to approve a proposed partnership between Hays County Natural Resources Department and the City of Wimberley's Parks Department to collaborate in a project related to the research of future dye tracing studies for Hays County.

10. BOARD MEMBER REPORTS

- A. Announcements
- B. Future agenda items

11. ADJOURNMENT

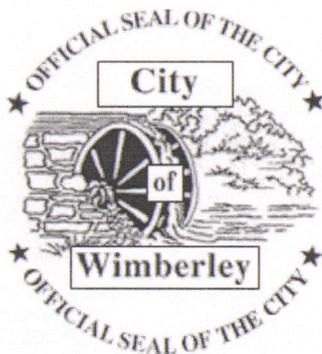
CERTIFICATION

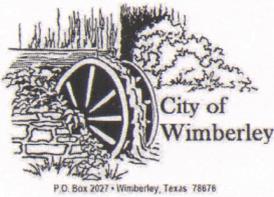
I hereby certify the above Notice of Meeting was posted on the bulletin board at Wimberley City Hall, a place convenient and readily accessible to the general public at all times, and to the City's website, www.cityofwimberley.com, in compliance with Chapter 551, Texas Government Code, on Thursday, August 15, 2019, by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kelly Schmidt

Kelly Schmidt
Parks Director

The City of Wimberley is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please contact City Secretary Laura Calcote at (512) 847-0025 two business days in advance of the meeting for appropriate arrangements.





PARKS & RECREATION BOARD

AGENDA ITEM FORM

MEETING DATE: AUGUST 20, 2019

AGENDA ITEM: 9.C | Friends of Blue Hole Agreement/Memorandum of Understanding

SUBMITTED BY: Susan Nenny & Kelly Schmidt

SUBMISSION DATE: 7.31.2019

ITEM DESCRIPTION/SUMMARY

This agreement is to serve as a replacement to the original drafted at the onset of the FOBH and COW collaboration. The original was deemed void after multiple drafts were found without the legally binding contractual signature page. The current draft being presented has gone through one round of revision between City staff and FOBH representatives.

The Agreement identifies expectations, scope, commitments and responsibilities between the FOBH and the City of Wimberley as they pertain to the programming, development, community outreach, events and the successful promotion and future of Blue Hole Regional Park.

REQUESTED ACTION

Discussion Motion Submit to Council

FINANCIAL

Budgeted Item	<input type="checkbox"/>	Original Estimate/Budget:	\$
Non-budgeted Item	<input checked="" type="checkbox"/>	Current Estimate:	\$
Not Applicable	<input checked="" type="checkbox"/>	Amount Under/Over Budget:	

STAFF RECOMMENDATION

Staff is recommending that the Parks Board review the Agreement and provide insights and edits (if deemed necessary) to staff. Once all edits are noted in the Agreement, staff will meet with FOBH representatives for review. If all edits are amenable to FOBH representatives as presented by the PRB, staff will submit to Legal for review. Our goal is to return for final PRB approval at the 09.17.2019 meeting.

47 used for the purpose of explaining to prospective donors where Blue Hole is located and
48 that it is owned and managed by the City of Wimberley. Prospective donors shall be
49 advised that any such donation is being made to the Friends of Blue Hole and not directly
50 to the City. Notwithstanding anything to the contrary contained in this Agreement, the
51 FoBH shall be entitled to use the FoBH's name for the purpose of such solicitations and
52 to advise prospective donors that such a donation is being made to the FoBH for
53 improvements, events or programs at Blue Hole Regional Park.
54

55 **1.3 Conduit.** When the City and the FoBH mutually determine in writing that it is necessary
56 and appropriate, the FoBH shall act as a conduit on behalf of the City, with the approval
57 of both parties, for contracting with other governmental agencies, obtaining grants, or
58 taking other actions in which it is necessary that an organization with section 501(c)(3)
59 designation status act as the contractor, grantee, or otherwise. Any grant submitted by the
60 FoBH under the authority of this subparagraph shall be in the name of the FoBH.
61

62 **1.4 Projects and Programs.** FoBH may make proposals (projects, programs and facilities)
63 to City for projects and facilities in accordance with the Blue Hole Master Plan. FoBH
64 project proposals will contain a description of plan, costs and designated roles to be filled
65 by FoBH and City respectively. This Agreement will have no jurisdiction over previously
66 existing MOU's (example: April Concerts in the Park Series)
67

68 **1.5 Donor Information.** The FoBH shall be under no obligation to provide donor
69 information, including contact information, to the City or any other third party and such
70 information shall be kept confidential by the FoBH as requested by donors or as deemed
71 appropriate under the circumstance by the FoBH.
72

73 **1.6 Legacy Gift Program.** The FoBH will implement and manage the Council-approved
74 Legacy Gift Program that permits gifts and naming rights of those gifts within Blue Hole
75 Regional Park. The FoBH will retain the right to market naming rights to any feature,
76 improvement or other object built with funds raised by FoBH.
77

78 **1.7 Annual Events.** The FoBH will provide City staff will a minimum of 3-months-notice
79 prior to hosting any agreed upon 4 annual events, referenced in (2.1).
80

81 **1.8 Reports.** The FoBH will provide the City copies of their annual federal income tax return
82 and proof that they remain a registered 501(c)3 in good standing.
83

84 **1.9 Insurance.** The FoBH shall maintain general liability insurance of the type and in the
85 amount as will fully protect the City from claims of any and all kind or nature for damage
86 to property or for bodily injury or death made or brought by any person, which may arise
87 from the work or actions taken in performance of the Agreement, either by the FoBH or
88 its Board Members, employees, agents contractors or consultants, or volunteers. FoBH
89 will provide a Certificate of Liability Insurance naming the City as additionally insured
90 annually with the sole intent to cover all FoBH programs, events and initiatives held at
91 Blue Hole Regional Park, 100 Blue Hole Lane, Wimberley, TX 78676
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2. City’s Responsibilities.

2.1 Annual Events. The City will endeavor to provide the FoBH access to Blue Hole Regional Park to host 4 annual events at no cost to FoBH. City staff must obtain a written proposal and plan before scheduling the event at the Blue Hole Regional Park.

2.2 Promotion. The City shall endeavor to make Blue Hole Regional Park facilities available to promote and/or advertise FoBH events, meetings, and/or products, as determined appropriate by the City. Promotion or advertising under this subparagraph may include but are not limited to providing a link to the FoBH’s website from the City’s website or in City newsletters, brochure, and electronic social media sites or posting advertisements at the City’s facilities. 400 Swim passes will be provided to FoBH at the end of each fiscal year to be used for the next. These passes are given for the sole purpose of promoting Blue Hole Regional Park and may not be used for monetary gain.

2.3 Projects. The City shall, on an as needed basis, provide proposals for funding that meet the FoBH’s funding guidelines and/or strategic plan. The City shall also provide general advice and support to the FoBH regarding City fundraising to address Blue Hole Regional Park needs. If the City approves a project proposal from FoBH, the City will cooperate in carrying out the Project.

2.4 Use of Funds. The City agrees to use funds donated or raised by the FoBH as directed by the grantor/donor and the FoBH. If the City cannot comply with any restrictions placed on donated funds or grants, the City will not accept said donations. When required by the grantor or donor, or the FoBH, the City will enter into a contractual agreement which outlines any requirements by the grantor, donor or the FoBH for the use of the funds and any reporting required. In the contractual agreement the City will expressly agree to use the donated or granted funds in accordance with the grantor’s requirements and restrictions. “Grantor” and “Donor” are used interchangeably to mean the person, institution or government agency that provides the funds.

2.4 Donations. Monetary donations given directly to City staff “for” or “at” Blue Hole Regional Park are the property of the City of Wimberley and will be applied toward the Blue Hole Park donation fund. Similarly, in-kind donations for Blue Hole Regional Park given directly to the City will be used for the park.

2.5 Reports. The City shall provide the FoBH with an accounting report on the use of funds donated to the City by the FoBH at such times as are reasonably requested in writing by the FoBH, or as required by the grantor/donor.

2.6 Representation. The City will approve a permanent position for FoBH representative to serve on the City’s Parks and Recreation advisory board. This position will be appointed by the FoBH. As with any Wimberley non-profit, FoBH representatives will have access to City officers, staff and park personnel.

139 **2.7 Annual Meeting.** The City's Parks Board and staff will initiate an annual planning
140 meeting with FoBH to facilitate future plans and other issues regarding Blue Hole Regional
141 Park. The outcome and findings from the meeting shall be presented to the City Council.
142
143

144 **3. No Compensation.** It is understood and agreed by the parties that the purpose of the
145 Agreement is to further the parties' mutual goals by improving the provision of Blue Hole
146 Regional Park's park and recreation programs, services and facilities. Except as otherwise
147 agreed, neither party shall provide monetary compensation to the other party for any of the
148 activities or services performed under this Agreement.
149

150 **4. Independent Contractor.** The City is interested only in the results produced from activities
151 performed under this agreement. The FoBH has the exclusive charge and control of the
152 manner and means of its performance. The FoBH shall act as an independent contractor. It is
153 expressly understood that neither the FoBH nor any of its Board members, Committee
154 members, employees, agents or volunteers shall be entitled to any compensation or
155 employment benefits from the City for actions or services performed in their capacity as
156 FoBH Board members, employees, agents or volunteers. Nothing contained in this
157 Agreement shall be deemed to alter or effect the FoBH's designation or status as a Section
158 501(c)(3) organization.
159

160 **5. Maintenance.** The City agrees generally, to provide upkeep and maintenance for all in-kind
161 gifts, and any capital improvements donated to the City from FoBH initiatives. Specifics of
162 maintenance upkeep and the like will be declared in each associated project proposal and
163 budget.
164

165 **6. Term.** The term of this Agreement shall commence upon the date that the last party executes
166 this Agreement, and shall continue for four years. Upon conclusion of the initial five-year
167 term, this Agreement shall automatically renew for an additional five-year term, unless either
168 party provides written notice of non-renewal to the other party at least thirty (30) days prior
169 to the expiration of the then current term.
170

171 **7. Termination.** Either party may terminate this Agreement at any time, with or without cause,
172 by giving written notice of termination to the other party at least thirty (6) months prior to the
173 effective date of termination.
174

175 **8. Miscellaneous.**
176

177 **9.1 Notice.** All notices to be given by either party to the other pursuant to this Agreement
178 shall be delivered in person, by e-mail or deposited in the United State mail, properly
179 addressed, postage fully prepaid, for delivery by certified or registered mail, return receipt
180 requested. Notices given by personal delivery or by e-mail shall be deemed effective upon
181 receipt (provided notice by e-mail is on a business day and receipt is acknowledged); notices
182 given by mail shall be deemed effective on the third business day after deposit. Notices shall
183 be given to the following addresses and facsimile numbers, until further notice by either
184 party:

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City of Wimberley
Attn: Kelly Schmidt
PO Box 2027
Wimberley, TX 78676

Friends of Blue Hole Regional Park
Attn: Susan Nenny
PO Box
Wimberley, TX 78676

9.2 Governing Law; Severability This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. If any court of competent jurisdiction shall determine that any portion of this Agreement is unenforceable, then, to the extent possible, the remaining portions hereof shall be unaffected thereby.

9.3 Venue. Venue for any action that may be brought as a result of any dispute between the parties arising out of this Agreement shall be in the Hays County Superior Court.

9.4 Integration/Amendments. This Agreement constitutes the full and complete expression of the agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous offers, negotiations or agreements between the parties. Any amendment or modification to any of the terms of this Agreement shall be in writing, signed by the parties.

9.5 Authority. Each person executing this Agreement on behalf of a party warrants that the person is fully authorized and empowered to do so, that the party has the power and actual authority to enter into this Agreement, and that the Agreement binds the party to the terms and conditions stated herein.

9.6 No Assignment without Consent. This Agreement may not be assigned without the consent of the non-assigning party.

CITY OF WIMBERLEY

FRIENDS OF BLUE HOLE REGIONAL
PARK

BY: _____
SHAWN COX
CITY ADMINISTRATOR

BY: _____
SUSAN NENNEY
EXECUTIVE DIRECTOR

DATE: _____

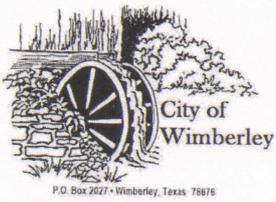
DATE: _____

&

BY: _____

FRIENDS OF BLUE HOLE REGIONAL PARK PRESIDENT

DATE: _____



PARKS & RECREATION BOARD AGENDA ITEM FORM

MEETING DATE: AUGUST 20, 2019

AGENDA ITEM: 9.D | Field Use Agreement

SUBMITTED BY: Terry Harrison

SUBMISSION DATE: 8.13.2019

ITEM DESCRIPTION/SUMMARY

This is the annual renewal of the Wimberley Youth Soccer Club's request for use of the Blue Hole Regional Park's Soccer fields.

REQUESTED ACTION

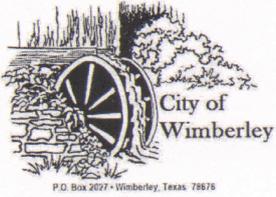
Discussion Motion Submit to Council

FINANCIAL

Budgeted Item	<input type="checkbox"/>	Original Estimate/Budget:	\$
Non-budgeted Item	<input checked="" type="checkbox"/>	Current Estimate:	\$
Not Applicable	<input checked="" type="checkbox"/>	Amount Under/Over Budget:	

STAFF RECOMMENDATION

Staff is recommending approval.



PARKS & RECREATION BOARD AGENDA ITEM FORM

MEETING DATE: AUGUST 20, 2019

AGENDA ITEM: 9.E | Field Use Agreement

SUBMITTED BY: Jim Neff

SUBMISSION DATE: 8.13.2019

ITEM DESCRIPTION/SUMMARY

This is the annual renewal of the Wimberley SURGE Soccer Club's request for use of the Blue Hole Regional Park's Soccer fields.

REQUESTED ACTION

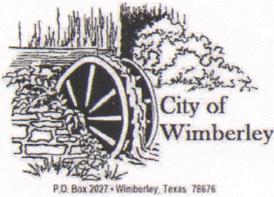
Discussion Motion Submit to Council

FINANCIAL

Budgeted Item	<input type="checkbox"/>	Original Estimate/Budget:	\$
Non-budgeted Item	<input checked="" type="checkbox"/>	Current Estimate:	\$
Not Applicable	<input checked="" type="checkbox"/>	Amount Under/Over Budget:	

STAFF RECOMMENDATION

Staff is recommending approval.



PARKS & RECREATION BOARD

AGENDA ITEM FORM

MEETING DATE: AUGUST 20, 2019

AGENDA ITEM: 9.F | Park Dedication
SUBMITTED BY: Stephanie Nestlerode

SUBMISSION DATE: 8.13.2019

ITEM DESCRIPTION/SUMMARY

Martha Knies is one of Wimberley's most beloved citizens. She founded Keep Wimberley Beautiful and she continues to keep an eye on Wimberley, looking for places that could use some extra tender loving care. More than a decade before Wimberley incorporated she chaired a citizen committee to develop guidelines for maintaining Wimberley's unique look and character. She served on Wimberley's first city council. She was designated to consider city parks. During her tenure the city acquired the Cypress Creek Nature Preserve. She has tended to its care ever since. It's appropriate to honor her many efforts by naming the trailhead The "Martha Knies Community Park."

Our Plans:

A citizen group will raise the funds for the Park. Bert Ray is designing the garden and ascertaining costs. Ann Arendarczyk from Keep Wimberley Beautiful will coordinate a local fundraising campaign and we're asking the Meadows Center to help us look for grants. Chris Middleton is giving technical assistance as a master naturalist. Anne Hollows is giving assistance as a master gardener. We're working with WVACA to create a sculpture piece for the middle. Stephanie Nestlerode is coordinating the effort.

REQUESTED ACTION

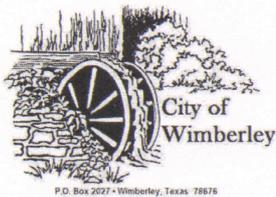
Discussion Motion Submit to Council

FINANCIAL

Budgeted Item <input type="checkbox"/>	Original Estimate/Budget: \$
Non-budgeted Item <input checked="" type="checkbox"/>	Current Estimate: \$
Not Applicable <input type="checkbox"/>	Amount Under/Over Budget: No estimates as to how this will directly impact the Parks Dept budget if at all.

STAFF RECOMMENDATION

Staff is recommending approval for renaming the City of Wimberley's pocket park to the Martha Knies Community Park with the caveat that each proposed "plan" improvement (i.e. garden, sculpture, signage, etc.) be submitted and reviewed individually by the PRB and Council as they are pursued for implementation by various organizations and individuals.



PARKS & RECREATION BOARD

AGENDA ITEM FORM

MEETING DATE: AUGUST 20, 2019

AGENDA ITEM: 9.G | Grass Donation

SUBMITTED BY: James Miller

SUBMISSION DATE: 8.13.2019

ITEM DESCRIPTION/SUMMARY

The purpose is to erect a natural barrier to pedestrian traffic entering from another property and to mitigate erosion from storm run-off that enters the creek at this area. I am looking for approval on this project before I continue. The deadline for applying for a grant is Aug.31. Thank you, Jim Miller

REQUESTED ACTION

Discussion Motion Submit to Council

FINANCIAL

Budgeted Item

Non-budgeted Item

Not Applicable

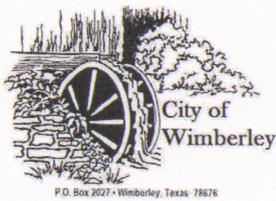
Original Estimate/Budget: \$

Current Estimate: \$

Amount Under/Over Budget: No estimates as to how this will directly impact the Parks Dept budget if at all.

STAFF RECOMMENDATION

Staff is recommending approval of the receipt of the grasses for the Cypress Creek Nature Preserve as long as the run off and erosion mitigation location aligns with the recommendations of the soon to be completed and presented Cypress Creek Preserve Master Plan.



PARKS & RECREATION BOARD

AGENDA ITEM FORM

MEETING DATE: AUGUST 20, 2019

AGENDA ITEM: 9.H | Hays County Research Project

SUBMITTED BY: Alexandra Thompson

SUBMISSION DATE: 8.20.2019

ITEM DESCRIPTION/SUMMARY

On Friday August 1st, the Natural Resource Manager for Hays County hosted a meeting with several stakeholders to discuss the possibility of conducting long-term dye tracing studies within the Blanco River watershed and areas of the Onion Creek watershed. Attending the meeting were stakeholders from the Hays Trinity Groundwater Conservation District (HTGCD), the Edwards Aquifer Authority (EAA), the Barton Springs/Edwards Aquifer Conservation District (BSEACD), an environmental consultant that works closely with both The Meadows Center for Water and the Environment, and the Trinity Edwards Springs Protection Association (TESPA), as well as an environmental consultant from Blair Wildlife.

There was strong support amongst the stakeholders for dye tracing studies within the Contributing Zone of the Edwards Aquifer within Hays County. There have been many scientific research efforts for this type of study over the recharge zone of the Edwards Aquifer, but not nearly enough within the Contributing Zone.

In this meeting we discussed possible partners for these efforts, creating an official steering committee, establishing a long-term and detailed scope of work, and the need for a memorandum of understanding (MOU) between these suggested partners. The group determined the most suitable starting location to conduct these efforts, and discussed an additional research project, the Blanco River Aquifer Assessment Tool (BRAT) Model, that will benefit from the data that will be produced from these long-term studies.

The goals of these long-term research studies are to identify flow path of groundwater within the Trinity Aquifer, the direction of groundwater flow at fault lines, the rate at which the groundwater flows, and the recharge rate for karst features within the Contributing Zone of the Edwards Aquifer. The data produced during these dye tracing studies will aid Hays County, HTGCD, BSEACD, EAA, municipalities, and others in future potential impact studies on groundwater wells, determining the capacity and available groundwater of the Trinity Aquifer, aid in mitigation and impact studies for aquatic species, and help protect water quality.

REQUESTED ACTION

Discussion Motion Submit to Council

FINANCIAL

- Budgeted Item
- Non-budgeted Item
- Not Applicable

Original Estimate/Budget: \$

Current Estimate: \$

Amount Under/Over Budget: No estimates as to how this will directly impact the Parks Dept budget if at all.

STAFF RECOMMENDATION

Staff is recommending approval to develop an MOU with Hays County and to participate in any future dye tracing studies as members of the Contributing Zone of the Edwards Aquifer within Hays County.