

8/27/2024

To Dripping Springs Ranch Park and Dripping Springs City Council,

The Dripping Springs Mountain Biking Club (DSMBC) is a non-profit 504 c(3) organization serving students in the Dripping Springs area. The DSMBC first signed the Joint Use Agreement with the City of Dripping Springs (City) in June of 2016 based on the development of new multi-use trails for the city, that would be built and maintained by mountain bikers. This Agreement set out obligations and responsibilities for both parties regarding the use and maintenance of the trails at the Dripping Springs Ranch Park (DSRP).

The DSMBC and the City operated under this automatic renewal agreement for nearly eight years without any issues regarding trail maintenance or use. During that time DSMBC provided considerable volunteer time maintaining the trails that are used by the public, with over 276 volunteer hours recorded over the last 2 years alone.

On April 24, 2024 the City informed DSMBC that the City believed there had been unauthorized modifications to the trails that violated the terms of the Joint Use Agreement. The same day, members of the DSMBC arrived on site to help mitigate the situation. The next day, April 25th, a DSMBC board member pursued a walk-through of the trails in question with City employees and discussed the situation. At that time the DSMBC offered to have the students grow through the experience by cleaning up the area in question to remediate the issues. The city employees and board members agreed that would be the best course of action.

The following week on April 30th the DSMBC met with DSRP and offered again to take kids immediately to remedy the trails in question. DSRP gave a firm "cease all trail work" order and denied the team to return to the trails to help mitigate. At the time DSRP gave a presentation that showed multiple pictures. The presentation showed damage in the pictures unrelated to the unsanctioned trail in question and included storm damage and regular tree maintenance. DSMBC made an email request on May 3rd to DSRP to remove the pictures that were from storm damage. Including these pictures exaggerated the degree of the damage and was inaccurate to the situation, painting a picture far worse than the reality of the damage. This same report was given to the city council for the May 7th meeting without complying to the DSMBC request.

The City solicited a tree service the morning after the trail work on April 24th and signed a contract with the tree service May 7th. A report from Bartlett Tree Experts was prepared on May 10, 2024. The Bartlett report covered a wide range of reported improper pruning that varied in age and inventoried 79 trees covering a wide swath of

the DRSP property. The scope of coverage regarding improper pruning in this report differs from the discussions had between the City and DSMBC in April and the student conduct in question.

Throughout this process the DSMBC, both coaches and students, remained ready to assist in the remediation process. The DSMBC also appeared at a Council meeting on May 7th, 2024 to again express the team's desire to resolve this situation. The DSMBC expressed this to City employees and to the City Council in writing stating "we welcome the city staff to help train us in proper trail care." The team leaders and parents were surprised by the City's response that seemed to suggest the students' actions, after nearly eight years of care, were somehow malicious. The DSMBC members were also shocked to hear that City officials appeared to suggest the students should be punished in some form.

It is clear that the students did not behave with any ill intent. Quite the opposite, these students have maintained these trails for eight years to be used by bike riders, horse riders and other members of the public. Use the City has benefited from for years.

After meeting with the City and expressing that the proposed scope of damage was problematic and appeared to overstate the damage related to the new trail, the DSMBC continued to suggest both allowing the team members to assist in remediation and to secure another estimate, as stated during the 21st of May City Council meeting. However, the City had previously entered into an agreement with Bartlett and without consulting with the DSMBC and engaged Bartlett to conduct this work only three days after their estimate was completed on May 10th. This provided DSMBT no opportunity to address remediation under the Use Agreement.

Naturally, when presented with a notice of costs for \$5,425 the DSMBC was stunned. DSMBC is a non-profit volunteer organization for the benefit of Dripping Spring's children. A non-profit that has devoted thousands of hours of labor to maintaining the city's property for eight years. The city's position on this was baffling to all those involved.

The City subsequently proposed a revision of the Use Agreement with onerous conditions for use, including licensing fees, that would abrogate the costs that the City alleges are owed, but that would attach use restrictions and costs on the DSMBC that are unwarranted and selectively punitive. The DSMBC has told the City that, despite the difficulty in no longer having a use agreement for DSRP, the DSMBC does not see a way forward with the City based on the City's actions. The City has asked the DSMBC to suggest what the DSMBC thinks is an appropriate settlement.

First, the DSMBC does not believe that it is liable for any of the costs that the City alleges. This belief is based on the city forfeiting due diligence of collecting bids or allowing the team to do the work themselves, as offered many times, along with a disagreement on the scope of work. The best resolution here is to mutually agree to end the Use Agreement and hold harmless both parties for any future obligations without any other consideration.

However, in the interests of amicably resolving this issue, and because the DSMBC has consistently agreed that a few students did endeavor to create an unauthorized trail, DSMBC is willing to compensate for the activity that was limited in scope and time and is not accurately reflected in the Bartlett report. Based on DSMBC's review of the circumstances, considering the team would have done the labor for free, the reasonable portion of the remediation in the report based on DSMBC student's actions is \$600.

To resolve these issues and have both parties move on, DSMBC is willing to contribute this amount and end the Use Agreement, and return to a regular citizen access without exclusive use.

We look forward to hearing from the City on this proposed resolution.

Sincerely,

Dripping Springs Mountain Bike Club Board