



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

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**Submitted By:** Aniz Alani, Deputy City Attorney

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**Council Meeting Date:** August 20, 2024

**Agenda Item Wording:** **Discuss and consider approval of a draft agreement between the City of Dripping Springs and the Dripping Springs Mountain Bike Club governing access to multi-use trails at Dripping Springs Ranch Park and authorize staff to finalize agreement with the Mountain Bike Club.**  
*Sponsor: Council Member Sherrie Parks.*

**Agenda Item Requestor:**

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**Summary/Background:** As directed by City Council, staff have prepared a draft agreement with the Dripping Springs Mountain Bike Club (“Club”) to update and replace the 2016 Joint Use Agreement for Mountain Bike Trails. Staff provided a draft copy of the agreement to the Club for discussion on August 12, 2024 in preparation for a scheduled meeting between City staff and the Club’s Board on August 15, 2024. As of the time of preparing this report, staff had not received any comments from the Club regarding the draft agreement. It is presented to Council for consideration, subject to agreement with the Club’s Board on key terms.

The key points of the revised draft agreement and its comparison to the 2016 agreement are summarized below.

**Grant of License:** The City grants the Club and its registered members a non-exclusive license to use the trails for practice, provided certain conditions are met (e.g., registration, carrying a license tag, attending an orientation).

**Annual Practice Schedule:** The Club must provide a schedule of trail use to the City, detailing the dates and times of use.

**Trail Use Fees:** The Club will pay \$100 per season for each individual member and \$150 per season for each family registered to use the trails. Fees are collected in two installments, due in December and May.

**Trail Maintenance:** The City is responsible for trail maintenance, but the Club must report any hazards or unsafe conditions.

**Modification Requests:** As with the current agreement, any modifications to trails by the Club require written approval from the City.

**Concession Stand:** The City will take control of the outdoor concession stand, and the Club must vacate by October 1, 2024.

**Settlement Terms:** The City agrees not to pursue the \$5,425 arborist expenses from the 2024 incident, provided the Club fulfills a volunteer service commitment of 275 hours over two years supervised by an adult Club volunteer using a minimum ratio of 1 adult chaperone for every eight minors. The Club will coordinate volunteer activities with the City, ensuring the work benefits the City's parks and recreation areas.

**Insurance:** The Club must maintain liability insurance coverage of at least \$5,000,000.

**Indemnification:** The Club indemnifies the City against all claims arising from the use of the trails by the Club or its members.

**Annual Review:** The agreement will be reviewed annually by the City and the Club.

**Termination:** Either party may terminate the agreement with 90 days' notice or 10 days' notice in case of breach.

In summary, the proposed replacement agreement between the City of Dripping Springs and the Dripping Springs Mountain Bike Club introduces a more structured and detailed approach to the use and maintenance of the trails at DSRP. It includes specific terms for registration and fees, which were not present in the 2016 agreement. The updated terms are designed to enhance trail management, ensure compliance, and resolve outstanding issues in a collaborative manner.

**Commission  
Recommendations:**

N/A

**Recommended  
Council Actions:**

Approval.

**Attachments:**

Draft Trail Use and Settlement Agreement  
2016 Joint Use Agreement for Mountain Bike Trails

**Next Steps/Schedule:**

To be determined, pending response from Club.