

1. Parks Board Regular Meeting Agenda 09-21-2022 (PDF)

Documents:

[09-21-2022 PARKS BOARD REGULAR MEETING AGENDA.PDF](#)

2. Parks Board Regular Meeting Agenda Packet 09-21-2022 (PDF)

Documents:

[09-21-2022 PARKS BOARD REGULAR MEETING PACKET.PDF](#)



# City of Wimberley

221 Stillwater, Wimberley, Texas 78676

**REGULAR PARKS AND RECREATION BOARD MEETING**  
**WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS**  
**221 STILLWATER, WIMBERLEY, TEXAS 78676**  
**WEDNESDAY, SEPTEMBER 21, 2022 - 4:00 PM**

## **AGENDA**

1. **CALL TO ORDER**                                      September 21, 2022, at 4:00 PM
2. **CALL OF ROLL**
3. **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.*
4. **MINUTES**
  - 4.1.    Approval of minutes from the Parks and Recreation Board Meeting held August 17, 2022.
5. **CITY STAFF REPORT**
  - 5.1.    Director Report - Richard Shaver
6. **DISCUSSION AND POSSIBLE ACTION**
  - 6.1.    Consider the appointment of a Chairperson to the Parks and Recreation Board with a term ending June 30, 2023.
  - 6.2.    Consider the appointment of a Vice-Chairperson to the Parks and Recreation Board with a term ending June 30, 2023.
  - 6.3.    Consider the appointment of a Secretary to the Parks and Recreation Board with a term ending June 30, 2023.
  - 6.4.    Discussion and possible action "Blue Hole Regional Park alternative water supply for non-potable water uses" - Richard Shaver, Parks Director
  - 6.5.    Discussion and possible action regarding an agreement between the City of Wimberley and TreeFolks (501c3).

7. **BOARD MEMBER REPORTS**

7.1. Announcements

7.2. Future agenda items

8. **ADJOURNMENT**

Attendance by Other Elected or Appointed Officials: It is anticipated that members of other governmental bodies, and/or city boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the body, board, commission and/or committee. The members of the boards, commissions and/or committees may be permitted to participate in discussion on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless item and action is specifically provided for on an agenda for that body, board, commission or committee subject to the Texas Open Meetings Act.

**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](http://www.cityofwimberley.com), in compliance with Chapter 551, Texas Government Code, on Friday, September 16, by 12:00 p.m., and remained posted for atleast 72 continuous hours preceding the scheduled time of said meeting.



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Tammy Cook, City Secretary

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 Tammy Cook at (512) 847-0025 two business days in advance of the meeting for appropriate arrangements.





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<b>AGENDA ITEM:</b>	5. Discussion and possible action regarding an agreement between the City of Wimberley and TreeFolks (501c3).
<b>SUBMITTED BY:</b>	
<b>DATE SUBMITTED:</b>	09/16/2022
<b>MEETING DATE:</b>	September 21, 2022

## AGENDA FORM

### ITEM DESCRIPTION/SUMMARY

### REQUESTED ACTION

Motion  
Discussion

### FINANCIAL

### STAFF RECOMMENDATION

### ATTACHMENT/S

1. Public Sites\_Agreement to Transfer Potential Credits

# Agreement to Transfer Potential Credits

This Agreement to Transfer Potential Credits (“Agreement”) is entered in to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”) by \_\_\_\_\_ ( the “Landowner”) and TreeFolks, a Texas non-profit organization (“TreeFolks”) whose mission is to plant trees in Central Texas and who has undertaken or will be undertaking tree-planting projects (Tree Projects) on the Property of Landowner (the “Property”).

## 1. Purpose and Intent

TreeFolks and Landowner desire to help TreeFolks fund these Tree Projects by allowing TreeFolks to develop potential carbon and environmental credits that it can attempt to sell to defray project costs or to plant additional trees. The Landowner will receive the benefits of the trees planted in this project at no cost to the Landowner.

These potential carbon credits (also referred to as environmental credits or offsets) include amounts of carbon dioxide stored, storm water run-off reductions, energy savings, avoided emissions, and air quality benefits arising from the planting and growth of trees in the Tree Project (“Carbon+ Credits”). The Carbon+ Credits will be developed using the protocols and registry of City Forest Credits, a national non-profit organization (“CFC”).

## 2. Rights Granted

Landowner grants TreeFolks the title and rights to any and all Carbon+ Credits developed from trees planted in the Tree Projects during the term of this agreement, including rights to register with CFC, and develop and sell the Carbon+ Credits.

## 3. Subject Lands

The Properties and Tree Projects covered by this Agreement are specified in Exhibit A. The parties intend for TreeFolks to append Exhibits that delineate the Property where Tree Projects will occur.

## 4. Obligations of Landowner

Landowner shall not cut, harvest, or damage trees in the Tree Projects except in cases of emergency involving fire or flooding or to mitigate hazard if trees are identified as a hazard by a certified arborist.

## 5. Obligations of TreeFolks

TreeFolks will pay all costs and assume all responsibilities for development and sale of Carbon+ Credits from the Tree Projects.

## 6. Landowner Representations

Landowner represents that it has authority to enter this agreement, and that the Property is free from any liens, claims, encumbrances, tenancies, restrictions, or easements that would prevent or interfere with the rights to Carbon+ Credits granted under this Agreement.

## 7. TreeFolks Representations

TreeFolks represents that it has the capacities necessary to execute its obligations under this agreement.

## 8. Default

If either party is in default of this agreement, the other party may notify the defaulting party of the specific nature of the default. The defaulting Party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting party may cancel this agreement. If the Landowner cuts, harvests, or damages the trees for any reasons other than those specified in Section 4, or if it defaults for other reasons, it shall compensate the Project Operator in an amount not to exceed \$3,144 per acre of land where trees are cut, harvested, or damaged or where a Tree Project cannot continue. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting party.

## 9. Term of Agreement and Option to Renew

This Agreement shall remain in force for 26 years after the Effective Date of the Agreement. TreeFolks may renew this Agreement for a second 26 years if it delivers written notice of renewal to Landowner at least 90 days prior to expiration of this Agreement.

## 10. Governing Law

This agreement shall be construed and enforced in accordance with the laws of the State of Texas.

## 11. Parties

TreeFolks		Landowner	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
Address:		Address:	
Phone:		Phone:	



Fax:		Fax:	
Email:		Email:	
Signature:		Signature:	
Date:		Date:	

Exhibit A. Legal Description of Property