

# City of Wimberley

221 Stillwater, P.O. Box 2027, Wimberley, Texas 78676

**REGULAR CITY COUNCIL MEETING**  
**WIMBERLEY CITY HALL-CITY COUNCIL CHAMBERS**  
**221 STILLWATER DRIVE, WIMBERLEY, TEXAS**  
**JUNE 3, 2010 6:00 P.M.**

## AGENDA

**CALL TO ORDER:** JUNE 3, 2010 @ 6:00 P.M.

**CALL OF ROLL:** CITY SECRETARY

### INVOCATION

### PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG

### CITIZENS COMMUNICATIONS:

*THE CITY COUNCIL WELCOMES COMMENTS FROM CITIZENS ON ISSUES AND ITEMS OF CONCERN, NOT ON THIS AGENDA. THOSE WISHING TO SPEAK MUST SIGN IN BEFORE THE MEETING BEGINS AND OBSERVE A THREE-MINUTE TIME LIMIT WHEN ADDRESSING COUNCIL. SPEAKERS WILL HAVE ONE OPPORTUNITY TO SPEAK DURING THE TIME PERIOD. SPEAKERS DESIRING TO SPEAK ON AN AGENDA ITEM WILL BE ALLOWED TO SPEAK WHEN THE AGENDA ITEM IS CALLED. INQUIRIES ABOUT MATTERS NOT LISTED ON THE AGENDA WILL EITHER BE DIRECTED TO STAFF OR PLACED ON A FUTURE AGENDA FOR COUNCIL CONSIDERATION.*

### 1. CONSENT AGENDA

*THE FOLLOWING ITEMS MAY BE ACTED UPON IN ONE MOTION. NO SEPARATE DISCUSSION OR ACTION IS NECESSARY UNLESS REQUESTED BY A COUNCIL MEMBER OR CITIZEN, IN WHICH EVENT THOSE ITEMS WILL BE PULLED FROM THE CONSENT AGENDA FOR SEPARATE CONSIDERATION.*

APPROVAL OF MINUTES OF THE REGULAR CITY COUNCIL MEETING OF MAY 20, 2010

### 2. CITY ADMINISTRATOR REPORT

- STATUS REPORT ON THE EFFORTS UNDERWAY TO SECURE FEDERAL FUNDING FOR THE DOWNTOWN WASTEWATER PROJECT
- STATUS REPORT ON THE DEVELOPMENT OF A FIVE (5) YEAR CAPITAL IMPROVEMENT PROGRAM FOR CITY STREETS
- STATUS REPORT ON THE PLANS FOR A PUBLIC OPEN HOUSE AT THE NEW CITY HALL
- STATUS REPORT ON THE OPERATION OF THE BLUE HOLE REGIONAL PARK

3. **PUBLIC HEARING AND POSSIBLE ACTION**

- (A) HOLD A PUBLIC HEARING AND CONSIDER APPROVAL OF AN ORDINANCE OF THE CITY OF WIMBERLEY, TEXAS APPROVING AN APPLICATION FOR A CONDITIONAL USE PERMIT SUBMITTED BY PAUL AND MARILYN WRIGHT TO ALLOW FOR THE OPERATION OF A BED AND BREAKFAST ON A 10.93 ACRE TRACT OF LAND LOCATED AT 228 FLITE ACRES ROAD, WIMBERLEY, HAYS COUNTY, TEXAS, ZONED RESIDENTIAL ACREAGE (RA), AND IMPOSING CERTAIN CONDITIONS; AND PROVIDING FOR FINDINGS OF FACT; AMENDMENT OF THE ZONING DISTRICT MAP; REPEALER; SEVERABILITY; EFFECTIVE DATE; PROPER NOTICE AND MEETING. *(PAUL AND MARILYN WRIGHT, APPLICANTS)*
- (B) HOLD A PUBLIC HEARING AND CONSIDER APPROVAL OF AN ORDINANCE OF THE CITY OF WIMBERLEY, TEXAS APPROVING AN APPLICATION TO CHANGE THE ZONING FROM NEIGHBORHOOD SERVICES (NS) TO PUBLIC FACILITIES (PF) AND REMOVE AN EXISTING CONDITIONAL USE PERMIT FOR A 1.5 ACRE TRACT OF LAND LOCATED AT 45 LA BUENA VISTA, WIMBERLEY, HAYS COUNTY, TEXAS. *(RENEE BOSCHERT, APPLICANT)*
- (C) HOLD A PUBLIC HEARING AND CONSIDER APPROVAL OF A SUBDIVISION APPLICATION FOR AN AMENDING PLAT WHICH REALIGNS THE COMMON BOUNDARY LINES OF LOTS 130, 154 AND 155 IN THE CAMPFIRE 2 SECTION 3 SUBDIVISION TO CREATE LOTS 130A AND 155A ALONG WITH REQUESTED VARIANCES FROM SECTION 154.063(C) PERTAINING TO LOT SHAPE, SECTION 154.063(D)(4) PERTAINING TO LOT FRONTAGE AND SECTION 154.063(E) PERTAINING TO LOT SIZE OF THE CODE OF ORDINANCES OF THE CITY OF WIMBERLEY, TEXAS. *(JOHN DOUCET, APPLICANT)*

4. **ORDINANCES**

CONSIDER APPROVAL OF AN ORDINANCE AMENDING CHAPTER 33 (BOARDS AND COMMISSIONS), SUBSECTIONS 33.02(C) (TRANSPORTATION ADVISORY BOARD) AND 33.04(C)(2) (PARKS AND RECREATION BOARD) OF THE CODE OF ORDINANCES OF THE CITY OF WIMBERLEY, TEXAS IN ORDER TO REVISE THE COMPOSITION OF INDIVIDUALS APPOINTED TO THE ABOVE REFERENCED BOARDS; PROVIDING FOR FINDINGS OF FACT, AN EFFECTIVE DATE; PROPER NOTICE AND MEETING, AND SEVERABILITY. *(MAYOR BOB FLOCKE)*

5. **DISCUSSION AND POSSIBLE ACTION**

- (A) DISCUSS AND CONSIDER POSSIBLE ACTION ON ISSUES RELATING TO THE PROPOSED CLOSURE OF LAS FLORES DRIVE. *(CITY ADMINISTRATOR)*
- (B) DISCUSS AND CONSIDER POSSIBLE ACTION DIRECTING CITY STAFF TO REQUEST A REDUCTION IN THE SPEED LIMITS ON FM 3237, RANCH ROAD 12 AND FM 2325 COMING INTO THE CITY OF WIMBERLEY. *(TRANSPORTATION ADVISORY BOARD)*
- (C) DISCUSS AND CONSIDER AUTHORIZING *DESIGN WORKSHOP* TO COMPLETE CONSTRUCTION DRAWINGS FOR TENNIS COURTS AND CONSTRUCTION OBSERVATION FOR TENNIS COURTS AS ADDITIONAL SERVICES RELATING TO THE DEVELOPMENT OF THE BLUE HOLE REGIONAL PARK AT A COST NOT TO EXCEED \$33,000. *(CITY ADMINISTRATOR)*

- (D) DISCUSS AND CONSIDER POSSIBLE APPROVAL OF A PROPOSED SCHEMATIC DESIGN FOR THE DEVELOPMENT OF A CITY PARK ON A 0.158 ACRE TRACT OF LAND LOCATED AT THE INTERSECTION OF FM 2325 AND RANCH ROAD 12 IN WIMBERLEY, TEXAS. *(WIMBERLEY PARKS BOARD)*
- (E) DISCUSS AND CONSIDER POSSIBLE ACTION RELATING TO THE DEVELOPMENT OF AN ORDINANCE REGULATING OUTDOOR BURNING WITHIN THE CITY LIMITS OF THE CITY OF WIMBERLEY. *(CITY ADMINISTRATOR)*
- (F) DISCUSS AND CONSIDER POSSIBLE ACTION RELATING TO THE DEVELOPMENT OF AN ORDINANCE REGULATING THE CLEARING OF LOTS WITHIN THE CITY LIMITS OF THE CITY OF WIMBERLEY. *(PLACE FOUR COUNCIL MEMBER STEVE THURBER)*
- (G) DISCUSS AND CONSIDER POSSIBLE APPROVAL OF AN AMENDMENT TO THE WIMBERLEY COMMUNITY CENTER POLICIES AND PROCEDURES RELATING TO USE OF THE FACILITY'S PARKING LOT. *(WIMBERLEY PARKS BOARD)*
- (H) DISCUSS AND CONSIDER POSSIBLE ACTION DESIGNATING MAYOR BOB FLOCKE, MAYOR PRO-TEM CHARLES ROCCAFORTE AND CITY ADMINISTRATOR DON FERGUSON AS AUTHORIZED SIGNATORIES ON THE CITY OF WIMBERLEY DEPOSITORY BANK ACCOUNTS. *(CITY ADMINISTRATOR)*
- (I) DISCUSS AND CONSIDER POSSIBLE APPROVAL OF A COMMERCIAL LEASE AGREEMENT FOR THE EXISTING CITY OF WIMBERLEY STORAGE SPACE LOCATED AT 12111 RANCH ROAD 12, WIMBERLEY, TEXAS. *(CITY ADMINISTRATOR)*
- (J) DISCUSS AND CONSIDER POSSIBLE ACTION RELATING TO THE CITY OF WIMBERLEY'S REQUIREMENTS REGARDING THE KEEPING OF CERTAIN NON-COMMERCIAL LIVESTOCK WITHIN THE CITY LIMITS. *(MAYOR BOB FLOCKE)*

## 6. CITY COUNCIL REPORTS

- ANNOUNCEMENTS
- FUTURE AGENDA ITEMS

## ADJOURNMENT

THE CITY COUNCIL MAY RETIRE INTO EXECUTIVE SESSION AT ANY TIME BETWEEN THE MEETING'S OPENING AND ADJOURNMENT FOR THE PURPOSE OF DISCUSSING ANY MATTERS LISTED ON THE AGENDA AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE INCLUDING, BUT NOT LIMITED TO, HOMELAND SECURITY PURSUANT TO CHAPTER 418.183 OF THE TEXAS LOCAL GOVERNMENT CODE; CONSULTATION WITH LEGAL COUNSEL PURSUANT TO CHAPTER 551.071 OF THE TEXAS GOVERNMENT CODE; DISCUSSION ABOUT REAL ESTATE ACQUISITION PURSUANT TO CHAPTER 551.072 OF THE TEXAS GOVERNMENT CODE; DISCUSSION OF PERSONNEL MATTERS PURSUANT TO CHAPTER 551.074 OF THE TEXAS GOVERNMENT CODE; DELIBERATIONS ABOUT GIFTS AND DONATIONS PURSUANT TO CHAPTER 551.076 OF THE TEXAS GOVERNMENT CODE; DISCUSSION OF ECONOMIC DEVELOPMENT PURSUANT TO CHAPTER 551.087 OF THE TEXAS GOVERNMENT CODE; ACTION, IF ANY, WILL BE TAKEN IN OPEN SESSION.

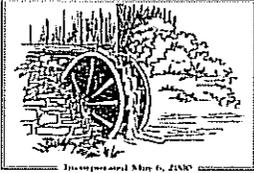
## CERTIFICATION

I hereby certify the above Notice of Meeting was posted on the Bulletin Board at the Wimberley City Hall on May 31, 2010 at 12:00 p.m.

  
\_\_\_\_\_  
CARA MCPARTLAND, 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 Don Ferguson, City Administrator, at (512) 847-0025 for information. Hearing-impaired or speech-disabled persons equipped with telecommunication devices for the deaf may call (512) 272-9116 or may utilize the stateside Relay Texas Program at 1-800-735-2988.

# City Council Agenda Form



Date Submitted: May 29, 2010

Agenda Date Requested: June 3, 2010

**Project/Proposal Title:** APPROVAL OF MAY 20, 2010 MINUTES OF REGULAR CITY COUNCIL MEETING

**Funds Required:**  
**Funds Available:**

**Council Action Requested:**

- Ordinance
- Resolution
- Motion
- Discussion

**Project/Proposal Summary:**

Attached are minutes for the May 20, 2010 Regular City Council Meeting for review and consideration.

**City of Wimberley**  
City Hall, 221 Stillwater  
Wimberley, Texas 78676  
**Minutes of Regular Meeting of City Council**  
May 20, 2010 at 6:30 p.m.

City Council meeting called to order at 6:30 p.m. by Mayor Tom Haley.

Reverend J.B. Young gave the Invocation and Mayor Haley and Councilmembers led the Pledge of Allegiance to the United States and Texas flags.

Councilmembers Present: Mayor Haley and Councilmembers Charles Roccaforte, Bob Flocke, Bill Appleman, Steve Thurber, and John White.

Staff Present: City Administrator Don Ferguson, City Secretary Cara McPartland, and City Attorney Cindy Crosby.

### **Citizens Communications**

Sara Dishman, accompanied by her daughter Alexandra, spoke in support of Council considering an exception to City Code that would allow a miniature horse acquired in 2009 to be kept at her residence. She conveyed her understanding of City Code as a "living document" that can be adjusted over time. Mrs. Dishman stated that the subject miniature horse is smaller than certain large dog breeds and generates far less noise and smell than the family's four dogs. She noted that the backyard has a privacy fence and that her daughter cleans the yard of waste from the horse on a weekly basis. Mrs. Dishman distributed copies of her notes on the subject horse to Council.

#### **1. Oath of Office**

Administer the oath of office to the mayor and two (2) councilmembers-elect of the City of Wimberley City Council.

428<sup>th</sup> State District Court Judge Bill Henry administered the oath of office to Mayor-elect Bob Flocke, Place Two Councilmember-elect Mac McCullough, and Place Four Councilmember-elect Steve Thurber. Once sworn in, all assumed duties of their respective offices.

#### **2. Discussion and Action on Election Related Matters**

- A. Consider approval of a resolution of the City Council of the City of Wimberley, Texas recognizing the public service rendered by Tom Haley as mayor of the City of Wimberley, Texas. (*Mayor Bob Flocke*)

Councilmember Thurber moved to approve the item as presented. Councilmember Appleman seconded. Motion carried on a vote of 5-0.

Mayor Flocke read the resolution to former Mayor Tom Haley and called a brief recess. Mayor Flocke presented former Mayor Haley with a gavel and plaque in appreciation of his service as mayor. City Administrator Ferguson gave a farewell presentation on Mayor Haley's tenure, conveyed best wishes, and presented him with bait and a fishing rod.

Former Mayor Haley expressed his thanks to the people of Wimberley, every Councilmember who served with him during his tenure, City Administrator Ferguson and City staff, friends who have supported him, and primarily his wife, for allowing him to serve.

Mayor Flocke reconvened the meeting at this time.

- B. Consider approval of an appointment of mayor pro-tempore for a term of one (1) year.  
(*Mayor Bob Flocke*)

Councilmember McCullough nominated Councilmember Roccaforte. Councilmember Appleman seconded. Motion carried on a vote of 5-0.

### **3. Consent Agenda**

- A. Approval of the minutes of the regular City Council meeting of May 6, 2010
- B. Approval of the minutes of the special City Council meeting of May 13, 2010
- C. Approval of the April 2010 City of Wimberley financial statements
- D. Approval of the reappointment of Phil Dane to the Wimberley Planning and Zoning Commission (*Place Four Councilmember Steve Thurber's nominee*)

Councilmember Thurber pulled Consent Agenda Item 3C.

Councilmember Thurber moved to approve all remaining Consent Agenda items. Councilmember White seconded. Motion carried on a vote of 5-0.

Discussion on Consent Agenda Item 3C addressed creation of a separate line item related to the new City Hall and reflection of revenue received from sale of the former city marshal's vehicle.

Councilmember Thurber moved to approve Consent Agenda Item 3C. Councilmember Appleman seconded. Motion carried on a vote of 5-0.

### **4. Presentation**

Presentation by representative(s) of the River Meadows Property Owners Association regarding emergency access issues in their neighborhood

River Meadows Property Owners Association (RMPOA) President Dr. Curt Busk presented a subcommittee report recommendation to upgrade the current emergency access road. He stated that

Fire Chief Carroll Czichos has been consulted in order to determine that approximately one-half of the road will have to be raised up out of the floodplain. He noted that the RMPOA board approved the upgrade per Carroll Czichos' recommendation and that the subcommittee is in the process of obtaining road upgrade cost/engineering data. He anticipated RMPOA action on the matter in October 2010, stated potential cost estimates ranging from \$8,000 to \$40,000, and projected the date for the start of construction. Dr. Busk stressed that RMPOA will keep the flood road where it currently is at the end of River Meadows Road extending through to Wayside Drive. He provided information on RMPOA's efforts to fund this project and noted that Fire Chief Czichos has deemed the current road passable, unless there is a 500-1,000 year flood event.

Discussion between City Administrator Ferguson and Dr. Busk established that there is an unlocked gate at Wayside Road and an unlocked chain at River Meadows Road, with the RMPOA's intent to leave such points open and not restrict access. City Administrator Ferguson stated that a "knox box" could be installed for use by emergency service providers, should restricted access occur in the future. Dr. Busk thanked City Administrator Ferguson for the "knox box" suggestion, but stated that the RMPOA's preference is to keep the access points unlocked at this time.

## **5. City Administrator Report**

This item was heard after Agenda Item 7B.

- Status report on the efforts underway to secure federal funding for the downtown wastewater project

City Administrator Ferguson reported that action on the City's Tier III, Phase I loan application has been postponed until the Texas Water Development Board's (TWDB's) June meeting agenda. He stated that funding alternatives are being explored for Phase II in an information-sharing process and anticipated a July presentation.

- Status report on sales tax collections for the City of Wimberley

City Administrator Ferguson reported that collections are flat, totaling \$64,364.09 for the May payment, representing March sales. He noted that the Lions Club reports record-breaking attendance for Market Days in the past two months and hoped for a gradual upward trend. Year-to-date collections for this year, when compared with the same time last year, are up approximately three percent (3%).

- Status report on the operation of the Wimberley Community Center

City Administrator Ferguson reported on that the City is on-target to meet its budget this year, which admittedly reflects about a \$40,000 deficit. He hoped for increased revenue during the busier fall season and advised that expenses continue to be monitored closely. He noted that some traditional annual bookings have fallen off due to economic reasons, but may return in the future.

There will be periodic rate review and consideration of City sponsorship of certain events (such as bridal fairs and home/garden shows).

- Status report on the plans for a public open house at the new City Hall

City Administrator Ferguson reported that planning for a dedication ceremony tentatively scheduled for June is underway and welcomed Council's input on possible scheduling.

- Status report on the plans for a reception to recognize the members of the City's various boards and commissions along with other City volunteers

City Administrator Ferguson reported that invitations have been sent for the reception, which is scheduled for Wednesday, May 26, 2010 at 5:30 p.m. at the Wimberley Community Center. He asked that Council forward any additional requests for invitations to specific volunteers. City Administrator Ferguson highlighted reception activities and welcomed the public's attendance. Councilmember Thurber suggested that the *Wimberley View* help in publicizing this event.

## 6. Public Hearing and Possible Action

- A. Hold a public hearing and consider approval of an ordinance of the City of Wimberley, Texas approving an application for a conditional use permit submitted by David Estey to allow for a secondary single family residential building on a 5.26 acre tract of land located at 171 Panorama Drive, Wimberley, Hays County, Texas, zoned Residential Acreage (RA), and imposing certain conditions; and providing for findings of fact; amendment of the zoning district map; repealer; severability; effective date; and proper notice and meeting. *(David Estey, Applicant; this item was continued from the May 6, 2010 City Council meeting to allow the Planning and Zoning Commission to hear the request and make a recommendation)*

City Administrator Ferguson reviewed the application, including subject property location, acreage, current/proposed zoning/uses, and floor area of proposed secondary residential structure. He noted that the architectural style of the proposed building will be consistent with that of the surrounding neighborhood and will be in compliance with City Code. Maps were displayed of the subject property and it was noted that no opposition has been received. City staff and the Planning and Zoning Commission recommended approval.

No public comments were heard.

Discussion between City Administrator Ferguson and Councilmember Thurber addressed specifics on the proposed building, including information on maximum square footage and the septic system.

Councilmember Roccaforte moved to approve the item as presented. Councilmember Appleman seconded. Motion carried on a vote of 5-0.

- B. Hold a public hearing and consider approval of an ordinance of the City of Wimberley, Texas approving an application for a conditional use permit submitted by Robert Pitzer to allow for the sale of beer, wine and alcohol for on-premise consumption on a .1295 acre tract of land located at 13909 Ranch Road 12, Wimberley, Hays County, Texas zoned Commercial – Moderate Impact (C-2), and imposing certain conditions; and providing for findings of fact; amendment of the zoning district map; repealer; severability; effective date; proper notice and meeting. (*Robert Pitzer, Applicant*)

Mayor Flocke and Councilmember McCullough recused themselves from the meeting at this time due to a possible conflict of interest.

City Administrator Ferguson reviewed the application, summarized the applicant's proposed use, and displayed maps of the subject property, including notification area. He advised that no opposition has been received and that the Planning and Zoning Commission discussed capacity, access to rear of property, parking, and hours of sale. City Administrator Ferguson stated that the Planning and Zoning Commission unanimously recommended approval.

Mayor Pro-tem Roccaforte opened the public hearing.

Applicant Robert Pitzer commented on the limited nature of alcohol sales and described the intended venues for such sales, with plans to sell only wine for special events. Discussion between Councilmember Thurber and Mr. Pitzer addressed Texas Alcoholic Beverage Commission (TABC) regulations/permitting.

Hearing no further comments, Mayor Pro-tem Roccaforte closed the public hearing.

Councilmember Appleman moved to approve the item as presented. Councilmember Thurber seconded. Motion carried on a vote of 4-0, with Councilmember McCullough recused.

Mayor Flocke and Councilmember McCullough rejoined the meeting at this time.

- C. Hold a public hearing and consider approval of an ordinance of the City of Wimberley, Texas approving an application for a conditional user permit submitted by the Wimberley Lions Club to allow for the sale of beer, wine and alcohol for on-premise consumption on a 3.25 acre tract of land located at 601 FM 2325, Wimberley, Hays County, Texas, zoned Commercial – Low Impact (C-2), and imposing certain conditions; and providing for findings of fact; amendment of the zoning district map; repealer; severability; effective date; proper notice and meeting. (*Wimberley Lions Club, Applicant*)

Councilmember Thurber recused himself from the meeting at this time due to a possible conflict of interest.

City Administrator Ferguson reviewed the application, including subject property location, current/proposed zoning/uses, and specifics on the time/location of alcohol sales/consumption. It

was noted that the concept plan headings will be changed from Hamburger "Hut" to Hamburger "Hill," in order to correctly state the location where beer sales are planned. A variance from the three hundred foot (300') distance requirement will also be needed. City Administrator Ferguson advised that Planning and Zoning unanimously recommended approval with the following conditions: the sale/consumption of alcohol is limited to the area designated in the application as "Hamburger Hill," and only on designated Market Days. Should Market Days extend to Sundays or the area of sales/consumption expands/changes, a CUP amendment would be required. City Administrator Ferguson explained the Planning and Zoning Commission's reasoning for not imposing a time limitation and stated that staff recommends approval.

Discussion between Mayor Flocke and City Administrator Ferguson established that no opposition has been received to this request.

No public comments were heard.

City Administrator Ferguson replied affirmatively to Councilmember McCullough's inquiry relating to payment of conditional use permit (CUP) application fees, in the event an amendment is needed. City Administrator Ferguson explained that this application is limited to the area designated as "Hamburger Hill." Lions Club representative Don Campbell stated that the purpose of the CUP was to hopefully increase foot traffic at the north end of field. He felt that a future possible expansion to the pavilion area is likely, but understood that for this CUP request the area is limited as designated in the application.

Councilmember McCullough moved to approve the item as presented, including Planning and Zoning's recommended conditions as previously stated. Councilmember Appleman seconded. Motion carried on a vote of 4-0, with Councilmember Thurber recused.

D. Hold a public hearing and consider approval of a waiver of the 300-foot distance requirement relating to the sale of beer, wine and alcohol at 601 FM 2325, Wimberley, Hays County, Texas. (*Wimberley Lions Club, Applicant*)

City Administrator Ferguson reported that no public comments either for or against the requested waiver have been received by the City. He stated that Council may waive the distance requirements if it finds enforcement of the distance provision in a particular case:

- is not in the best interest of the public
- constitutes waste or inefficient use of land or other resources
- creates an undue hardship on an applicant
- does not serve its intended purpose
- is not effective or necessary
- for any other reason the council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines in the best interest of the community

No public comments were heard.

Councilmember Appleman asked whether another waiver would be required should the time/area of alcohol sales be changed in the future. City Administrator Ferguson replied that any change to the CUP as approved would be treated as a separate zoning action and would require another waiver request.

Councilmember Appleman moved to approve the item as presented, including the previously stated findings. Councilmember McCullough seconded. Motion carried on a vote of 4-0, with Councilmember Thurber recused.

Councilmember Thurber rejoined the meeting at this time.

- E. Hold a public hearing and consider approval of the subdivision of a 4.779 acre tract of land located at 241 Box Canyon Road, Wimberley, Hays County, Texas into two (2) lots to be known as *Ironhorse Ridge Lots 1 and 2*, along with a requested variance from Section 154.063(C) of the Code of Ordinances of the City of Wimberley, Texas relating to same. (*Kelly Kilber, Pro-Tech Engineering Group, Agent for Vicki West & Ellis Richard Berryman, Applicants*)

City Administrator Ferguson reviewed the application to subdivide a 4.779 acre tract currently zoned R-1 into one 2.772 acre lot and one 2.007 acre lot. The unique legal agreement between the two parties makes it difficult to conform to lot shape regulations; therefore, a variance is also requested from the average depth to average width ratio requirements. He noted that the Hays County 911 mapping office has corrected the subject property's address to 241 Box Canyon, rather than 341 Box Canyon as previously entered. City Administrator Ferguson displayed maps of the subject property and surrounding area and conveyed Planning and Zoning's unanimous recommendation for approval of the item, along with the requested variance.

No public comments were heard.

Councilmember White moved to approve the item as presented, along with the requested variance. Councilmember McCullough seconded. Motion carried on a vote of 5-0.

- F. Hold a public hearing and consider approval of a variance from Section 95.07 (1.2) of the City of Wimberley On-Site Sewage Facilities Order relating to the minimum required separation distances for a proposed on-site sewage facility on 308 Loma Vista Drive, Wimberley, Hays County, Texas. (*City Sanitarian*)

City Administrator Ferguson explained the need for the variance request due to the limited options available for placement of the drain field. The proposed sewage facility is an engineered OSSF designed with special features, such as cutoffs, to minimize any adverse impact on the Blanco River. Because the system will provide adequate protection of the public health and environment, staff recommended approval.

No public comments were heard.

Discussion addressed the proposed system, engineering standards, Protected Water Overlay District (PWOD) requirements, fees paid by the applicant, specific motion language, state floodway/floodplain requirements versus local PWOD regulations, and possible future extension of Aqua Texas lines to Loma Vista.

Councilmember Thurber moved to approve the item as presented. Councilmember Appleman seconded. Motion carried on a vote of 5-0.

## 7. Discussion and Possible Action

- A. Discuss and consider possible action regarding the *City Street Condition Assessment Report* prepared for use in the development of a *City Street Capital Improvement Plan*. (*City Administrator*)

City Administrator Ferguson presented background information on the report (*attached to these minutes*), including profile data, grading criteria, findings, and action plans. He detailed specific streets, including associated costs, recommended improvements, prioritization, and grades. He displayed photographs to better illustrate standards and existing conditions. Overall, City Administrator Ferguson cited costs at approximately \$2,800,000, rated City streets as "C+," and recommended development of a five-year capital improvement plan (CIP) by the Transportation Advisory Board (TAB), with street assessment updates as needed.

Discussion addressed TAB's CIP development process, improvements already budgeted (indicated on report by the designation "FY 2010"), and assessment of Flite Acres Road.

Councilmember Appleman expressed concerns over long-term costs and thanked staff for completing the report, but felt that there needs to be discussion of financing issues. Discussion addressed staff's recommendation to set a "B-level" standard for City streets, to allow TAB to prioritize certain streets, and to carefully examine costs, which may require alternate funding. Other points of discussion included Hays County role in financial assistance and street maintenance via an existing interlocal agreement. Councilmember McCullough felt that there may be some degree of acknowledgement among citizenry that needed street improvements cannot be paid for under current revenues and favored sharing of information on this topic. Safety concerns related to Flite Acres Road, Box Canyon, and Little Ranches, were discussed, including sight distance problems, road deterioration, and drainage issues.

Councilmember Thurber moved to approve TAB's review and prioritization in order to develop a City street CIP. Councilmember Appleman seconded. Motion carried on a vote of 5-0.

- B. Discuss and consider possible action on a request to install directional signs in the City right-of-way for the 2010 Wimberley 4-H Club Memorial Day weekend rodeo. (*City Administrator*)

This item was heard after Agenda Item 4.

City Administrator Ferguson reviewed the request to place directional signage in the City's right-of-way to help direct visitors to the Wimberley 4-H Club rodeo on Memorial Day weekend.

Wimberley 4-H Club Manager Kim McGee thanked Council for its consideration and provided information on her organization's fundraising efforts and recipients. She felt that directional signage will help with any confusion over the 4-H Club's Memorial weekend rodeo versus the upcoming Fourth of July rodeo event. She advised that a committee will remove all signs immediately after the event. In response to Councilmember Thurber, Ms. McGee replied that signs will be in place for approximately one week leading up to the event.

Discussion addressed any needed coordination with Texas Department of Transportation on placement and suggested motion wording to state that approval would serve a public purpose.

Councilmember Appleman moved to approve the item as presented, in order to serve a public purpose. Councilmember Thurber seconded. Motion carried on a vote of 5-0.

- C. Discuss and consider approval of a route for the upcoming Fourth of July Parade to be held on Monday, July 5, 2010. (*City Administrator*)

City Administrator Ferguson provided details on the route, which is the same as the route used last year. He noted that the parade takes place on Monday, July 5, 2010 and recommended approval.

Councilmember White moved to approve the item as presented. Councilmember Roccaforte seconded. Motion carried on a vote of 5-0.

Mayor Flocke invited participation in the upcoming Fourth of July Jubilee dunking tank booth.

- D. Discuss and consider possible action on a proposal to change the start time for regular meetings of the Wimberley City Council. (*Mayor Pro-tem Charles Roccaforte*)

After weighing the suggested 5:30 p.m. start time and alternatives, discussion reached agreement to meet at 6:00 p.m. due to concerns about public convenience and accessibility, with later placement for public hearing agenda items. Mayor Flocke suggested annual review of the meeting start time.

Councilmember Thurber preferred to leave the meeting day/time as is. Councilmember Appleman moved to change the meeting time from 6:30 p.m. to 6:00 p.m., with the meeting days to remain on the first and third Thursdays of each month. Councilmember White seconded. Motion carried on a vote of 5-0.

**8. City Council Reports**

- Announcements
- Future Agenda Items

As a future agenda item, Councilmember Thurber requested an item on Las Flores traffic, which City Administrator Ferguson advised will be on Council's next agenda.

City Administrator Ferguson thanked Mayor Flocke for mowing the City Hall lawn this week.

Hearing no further announcements or future agenda item requests, Mayor Flocke called the meeting adjourned at 8:35 p.m.

**Adjournment:** Council meeting adjourned at 8:35 p.m.

Recorded by:

Cara McPartland

These minutes approved on the \_\_\_\_ of June, 2010.

**APPROVED:**

**Bob Flocke, Mayor**

STREET EVALUATION RECOMMENDATIONS FOR THE CITY OF WIMBERLEY

Street Name	Total Cost	Recommended Improvement	Grade
Arrow Lake Road	22,914.00	Single Course Surface Treatment	C
Barber Drive	13,086.00	Single Course Surface Treatment	C
Belle Drive	4,638.00	Single Course Surface Treatment	C
Blanco Drive	-	Routine Maintenance	B
Bluebird Lane	-	Routine Maintenance	B
Blue Heron Road	8,160.00	Single Course Surface Treatment	B
Blue Heron Run	10,206.00	Single Course Surface Treatment	C
Blue Hole Lane	-	Routine Maintenance	B
Brinkley Drive	48,618.00	Single Course Surface Treatment	C
Buttercup Lane	-	Routine Maintenance	B
Carney Lane	-	Routine Maintenance	A
Cedar Hollow	-	Routine Maintenance	B
Cedar Springs Drive	19,116.00	Single Course Surface Treatment	C
Chapparat Drive	-	Routine Maintenance	B
Cindi Circle	10,542.00	Single Course Surface Treatment	C
Cliffview Drive	12,278.00	Reconstruct/Double Course Surface Treatment	F
Climbing Way	-	Routine Maintenance	A
Climbing Way (Brinkley to Hilltop)	-	Routine Maintenance	A
CR 1492	126,876.00	Single Course Surface Treatment	B
Cypress Creek Lane	-	Routine Maintenance	A
DeLuna Lane	13,962.00	One Inch Overlay	C
Deer Crossing Lane	44,652.00	Scarify/Double Course Surface Treatment	C
Dobie Drive	41,208.00	Scarify/Double Course Surface Treatment	C
Donna Drive	9,534.00	Single Course Surface Treatment	B
Emergency Lane	-	Routine Maintenance	A
Flite Acres Road	27,648.00	Double Course Surface Treatment	B
Freedom Drive	-	Routine Maintenance	B
Frontier Trail	-	Routine Maintenance	B
Glenwood Drive	14,304.00	Scarify/Double Course Surface Treatment	C
Green Acres Drive	-	Routine Maintenance	A
Hinson Road	12,348.00	Reconstruct/Double Course Surface Treatment	F
Heritage Hill Drive	9,564.00	Single Course Surface Treatment	C
Hidden Valley Road	42,492.00	Scarify/Double Course Surface Treatment/Single Course Surface Treatment	D
Hilltop (Sunset/Sunrise)	112,116.00	Scarify/Double Course Surface Treatment	C
Hillview Road	32,808.00	Double Course Surface Treatment	C
Hoots Holler	46,332.00	Scarify/Double Course Surface Treatment	D
Hub Drive	41,628.00	Single Course Surface Treatment	C
Jewel Lane	15,612.00	Single Course Surface Treatment	C
Joe Wimberley Boulevard	71,949.00	1.5 Inch Overlay	B
Kingsway Drive	-	Routine Maintenance	B
La Buena Vista Drive (Las Flores Loop)	-	Routine Maintenance	A
La Buena Vista Drive	36,888.00	Scarify/Double Course Surface Treatment	C
La Pais Drive	-	Routine Maintenance	FY 2010

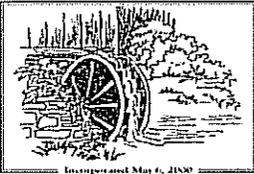
STREET EVALUATION RECOMMENDATIONS FOR THE CITY OF WIMBERLEY

Street Name	Total Cost	Recommended Improvement	Grade
Lindl Lane	-		
Lange Road	6,672.00	Single Course Surface Treatment	C
Las Flores Drive	22,128.00	Single Course Surface Treatment	B
Liberty Drive	-	Routine Maintenance	FY 2010
Little Arkansas Road	-	Routine Maintenance	B
Little Ranches Road	24,016.00	Double Course Surface Treatment	C
Leverrets Loop	217,356.00	Scarify/Double Course Surface Treatment	C
Loma Vista	54,576.00	Single Course Surface Treatment	C
Malone Drive	37,674.00	One Inch Overlay	B
Mary Stephenson Lane	9,744.00	Reconstruct/Double Course Surface Treatment	F
Masonic Lodge Road	-	Routine Maintenance	B
Meadow View Drive	15,342.00	Single Course Surface Treatment	C
Melody Way	18,156.00	Single Course Surface Treatment	C
Meridian Drive	-	Routine Maintenance	B
Mesa Drive	25,856.00	Double Course Surface Treatment	C
Mill Race Lane	19,728.00	Single Course Surface Treatment	B
Oak Drive	49,967.00	1.5 Inch Overlay	F
Oldham Street	16,289.00	1 Inch Overlay	C
Old Kyle Road	4,944.00	Single Course Surface Treatment	B
Packsaddle Pass	85,869.00	1.5 Inch Overlay	C
Palos Verdes	64,296.00	Double Course Surface Treatment	B
Palos Verdes (RR12-La Pais)	-	Routine Maintenance	A
Rhodes Lane	-	Routine Maintenance	FY 2010
Rhodes Lane	-	Routine Maintenance	B
Ridge Road	15,072.00	Double Course Surface Treatment	C
Rim Road	5,096.00	Double Course Surface Treatment	C
River Bend Road	-		D
River Road	-	Routine Maintenance	B
Rockwall Road	421,584.00	Double Course Surface Treatment	B
Rockwood Drive	14,448.00	Reconstruct/Double Course Surface Treatment	F
Rocky Springs Road	51,588.00	Scarify/Double Course Surface Treatment	C
Saddleridge Drive	55,560.00	Double Course Surface Treatment	C
Savage Lane	117,184.00	Double Course Surface Treatment	B
Smith Creek Road	29,032.00	Double Course Surface Treatment	B
Spoke Hollow Road	70,392.00	Double Course Surface Treatment	B
Spoke Lane	312,928.00	Reconstruct/Double Course Surface Treatment	D
Square (Downtown)	18,424.00	Double Course Surface Treatment	B
Sunrise Circle	53,911.00	Double Course Surface Treatment	C
Sunrise Drive	7,312.00	1.5 Inch Overlay	B
Sunset Drive	49,824.00	Double Course Surface Treatment	C
Twilight Trail	27,624.00	Double Course Surface Treatment	C
Twin Mountain Road	20,568.00	Scarify/Double Course Surface Treatment	D
Valley Drive (to Blanco)	35,232.00	Scarify/Double Course Surface Treatment	D
	-	Routine Maintenance	B

STREET EVALUATION RECOMMENDATIONS FOR THE CITY OF WIMBERLEY

Street Name	Total Cost	Recommended Improvement	Grade
Valley Drive (Blanco to Climbing Way @ Brinkley)	-	Routine Maintenance	A
Winn Wood Road	15,726.00	Single Course Surface Treatment	C
Winn Valley Road	-	Routine Maintenance	B
	2,843,597.00		

# City Council Agenda Form



Date Submitted: May 29, 2010

Agenda Date Requested: June 3, 2010

Project/Proposal Title: CITY ADMINISTRATOR'S REPORT

Funds Required:  
Funds Available:

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

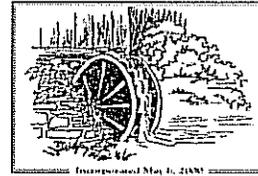
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## Project/Proposal Summary:

The City Administrator will present a report on the following items:

- Status report on the efforts underway to secure federal funding for the downtown wastewater project
- Status report on the development of a five (5) year capital improvement program for City streets
- Status report on the plans for a public open house at the new City Hall
- Status report on the operation of the Blue Hole Regional Park

# Report for Conditional Use Permit CUP-10-007



## Summary:

A request for a Conditional Use Permit (CUP) to allow the operation of a Bed and Breakfast at 228 Flite Acres Rd

## Applicant Information:

**Applicant:** Paul & Marilyn Wright  
P.O. Box 1789  
Wimberley, TX 78676

**Property Owner:** Paul & Marilyn Wright

## Subject Property:

**Legal Description:** Lot 1A Keller Estates  
**Location:** 228 Flite Acres Rd  
**Existing Use of Property:** Bed and Breakfast  
**Existing Zoning:** RA  
**Proposed Use of Property:** Bed and Breakfast  
**Proposed Zoning:** N/A  
**Planning Area:** I  
**Overlay District:** Protected Waterway

## Surroundings:

**Frontage On:** Flite Acres Rd

**Area Zoning and Land Use Pattern:**

	Current Zoning	Existing Land Use
<b>N of Property</b>	RA, R2, R1	Residential
<b>S of Property</b>	RA, R2, SC	Residential, Open Space
<b>E of Property</b>	R1, ETJ	Residential, Vacant
<b>W of Property</b>	RA, R2	Commercial, Vacant

## Legal Notice

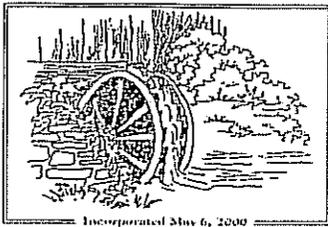
**200' Letters Published:** 5/7/2010  
**Sign Placement:** 5/12/2010  
**Responses:** 5/7/2010  
none

## Comments:

The applicants, Paul & Marilyn Wright, have requested a Conditional Use Permit (CUP) to allow for the operation of a Bed and Breakfast on a 10.93 acre tract of land located at 228 Flite Acres Road. The subject property is currently zoned Residential Acreage (RA). Bed and breakfast operations are allowed in the RA zoning district with a CUP.

A recent attempt to transfer ownership of the subject property revealed that a bed and breakfast was in operation on the subject property without a required CUP. To bring the property into compliance, the applicant submitted a request for a CUP. The subject property is located in close proximity to other permitted and/or grandfathered bed and breakfast operations and is compatible with other existing properties in the area. The applicant has agreed to comply with the City's standard requirements for bed and breakfasts.

On May 27, 2010, the Planning and Zoning Commission held a public hearing on the CUP request. There was no opposition to the request expressed during the public hearing. Afterwards, the Commission voted unanimously to recommend approval of the requested CUP with the standard conditions imposed by the City for such operations.



# Village of Wimberley

## CONDITIONAL USE PERMIT APPLICATION

No. CUP- 10 - 007

### FOR OFFICIAL USE ONLY

Application Date: 5/3/2010 Tentative P&Z Hearing: 5/27/10 Tentative Council Hearing: 5/3/10  
FEES: \$400.00 DATE PAID: 5/3/2010 CHECK NO. 7228 REC'D BY \_\_\_\_\_

PROJECT SITE ADDRESS: 228 FLITE ACRES RD Wimberley, TX. 78676

OWNER/APPLICANT PAUL + MARILYN WRIGHT PHONE (713) 302-0635

FAX ( ) 847-7810 EMAIL: PWRIGHT66@YAHOO.COM

Mailing Address: P.O. BOX 1789 CITY: WIMBERLEY STATE: TX ZIP: 78676

APPLICANT UNDERSTANDS that the purpose of the Conditional Use Permit (CUP) process is to allow certain uses which are not specific permitted uses within a zoning district. To be considered for a CUP, the requested use must be listed under "Conditional Uses" within the applicable zoning district.

ZONING: RA CONDITIONAL USE REQUESTED: (e.g. Bed & Breakfast Lodging)

BED + BREAKFAST LODGING

Planning Area I Zoning RA Total Acreage or Sq. Ft. 10.93 ACRES

Subdivision: KELLER ESTATES Block 1A

Appraisal District Tax ID#: R115727

Deed Records Hays County: Volume 12 Page 373-374

Is property located in an overlay district? (✓) Yes ( ) No - If Yes,

Type: Waterway Overlay

Is property located in flood plain? ( ) Yes (x) No

Utilities:

Electric Provider: PEDERNALES ELECTRIC COOP

Water Provider or Private Well: CITY OF WIMBERLEY

Wastewater Service Provider or Hays County Septic Permit No: \_\_\_\_\_

MY REQUEST IS BASED ON THE FOLLOWING:

- The use is harmonious and compatible with surrounding existing uses or proposed uses, and does not adversely affect an adjoining site than would a permitted use;
- The use requested by the applicant is set forth as a conditional use in the base district;
- The nature of the use is reasonable;
- The conditional use does not adversely affect the safety or convenience of vehicular or pedestrian circulation, including reasonably anticipated traffic and uses in the area;
- The conditional use does not adversely affect an adjacent property by its resulting traffic through the location, or its lighting, or its type of sign; and
- That any additional conditions specified, if any, ensure that the intent and purposes of the base district are being upheld.

ADDITIONAL REQUIREMENTS/DOCUMENTATION

- Metes and bounds description and a survey (i.e., drawing) exhibit showing the property for which the CUP is being requested. **ATTACHED**
- Site Plan drawn to scale and showing the general arrangement of the project, together with essential requirements such as off-street parking facilities; size height, construction materials, and locations of buildings and the uses to be permitted; location and construction of signs; means of ingress and egress to public streets; the type of visual screening such as walls, plantings and fences; and the relationship of the intended use to all existing properties and land uses in all directions to a minimum distance of two hundred feet (200').
- List of Special Conditions that Applicant agrees apply to property.
- List of all property owners, with mailing addresses located within two hundred feet (200') of any point of the subject property.
- Payment of Application fee \$400.00
- Applicant agrees to attend public hearings before the P&Z Commission as well as the City Council concerning this application; or waives his/her right to appear, understanding that if questions are raised that cannot be answered, the matter may be continued, or denied.
- Applicant has checked the subdivision plat notes, deed restrictions, restrictive covenants and/or zoning actions to ensure that there are no restrictions on the subject property and applicant understands that the Village zoning action does not relieve any obligation of these restrictions.
- Applicant agrees to provide additional documentation as needed by the Village.
- Applicant understands that Village review of this Application is dependent upon the accuracy of the information provided and that any inaccurate or inadequate information provided may delay the review of the Application. Applicant, by his/her signature below, certifies that to the best of his/her knowledge said information is complete and correct.
- Applicant hereby authorizes the Village representatives to visit and inspect the subject property.

Date 4/30/2010

Oranahyn D. Knight  
Paul W. Knight  
APPLICANT SIGNATURE

WHEN APPLICABLE:

Date \_\_\_\_\_

\_\_\_\_\_  
AGENT SIGNATURE

## *DISTRICT REGULATIONS; USE REQUIREMENTS AND RESTRICTIONS*

### § 155.035 RESIDENTIAL ACREAGE; RA.

(A) *General purpose and description.* The RA, residential acreage district is designed to permit the use of land for the propagation and cultivation of crops and similar uses of vacant land. Single-family uses on large lots are also appropriate for this district. Territory that has been newly annexed into the city is given the RA classification until it is assigned another more permanent zoning district.

#### (B) *Permitted uses.*

(1) One residence, including:

(a) One single-family detached dwelling; or

(b) Mobile or manufactured home installed on a permanent foundation.

(2) Farms, barns, nurseries, greenhouses, or gardens on parcels 5 acres or larger, limited to the propagation and cultivation of plants, provided no retail business is conducted on the premises except as provided under home occupation, as defined in § 155.005, and except as may be permitted with a conditional use permit (CUP);

(3) Accessory buildings and uses, customarily incidental to the above uses and located on the same lot therewith, but not involving the conduct of a retail business except as provided herein:

(a) The term accessory use shall include customary home occupations as herein defined. See § 155.076 for additional accessory use requirements;

(b) A detached private garage used in conjunction with the main building;

(c) Detached garages with living quarters (such as garage/accessory dwelling), detached employee (such as caretaker's) quarters (with a garage), or other accessory buildings such as barns, sheds, and other structures are permitted. Detached employee quarters without a garage may be permitted only by CUP, and are required to be on a lot 5 acres or larger. Only 1 accessory dwelling unit (such as garage/accessory dwelling, employee quarters, and the like) shall be allowed on any lot within the RA district, and it shall be clearly incidental to the primary use (such as single-family detached residential). These accessory living structures shall not, in any case, be sold separately from the main dwelling.

(4) Private open space or other private recreational amenities as part of a residential subdivision and not for commercial purposes.

(5) Swimming pool (private);

(6) Commercial row and field crops;

(7) Commercial livestock; and

(8) Religious assembly.

(C) *Conditional uses.*

(1) One secondary single-family residential building built on site;

(2) Bed and breakfast lodging which may be in the primary or secondary residential building or in cottages or cabins;

(3) Home day care;

(4) Home commercial crafts or hobbies;

(5) Telecommunications towers, commercial antennas, and broadcast towers, subject to all applicable city regulations;

(6) Two-family residential (duplex); and

(7) Utilities.

(D) *Development regulations.*

(1) Minimum lot size: 5 acres or more.

(2) Maximum building height (as defined in § 155.005):

(a) Primary residential building: not more than 2 stories and not more than 28 feet with flat roof (see definition) or 35 feet with pitched roof;

(b) Secondary residential building: not more than 2 stories and not more than 28 feet with flat roof (see definition) or 35 feet with pitched roof;

(c) Accessory buildings: not more than 18 feet and not more than 1 story;

(d) Decks: not more than 12 feet including a railing only or 18 feet including a roof; and

(e) Barns, silos, water towers: 45 feet if more than 90 feet from residential buildings or property line, otherwise 28 feet.

(3) For minimum setbacks, no construction, including buildings, parking areas, and driveways, except entry driveways, and no placement or display of commercial material and equipment

shall be allowed in the setbacks. The minimum setbacks shall be the larger of the dimensions in § 155.078(A), Table A, or the following:

- (a) Dominant street: 50 feet;
  - (b) Secondary street: 25 feet; and
  - (c) Interior side and rear: 15% of lot width, but need not be greater than 25 feet.
- (4) Minimum floor area:
- (a) Primary residential building: 1,000 square feet;
  - (b) Secondary residential building: 600 square feet; and
  - (c) Bed and breakfast units: 200 square feet.

(5) Maximum impervious cover: 20%. Impervious cover shall be calculated as a percentage of the net site area and shall be the lesser of the percentage specified above in this district description or the percentage for the average lot slope in § 155.078(M), Table C.

(6) The parking and trash collection ordinances will apply.

(E) *Special requirements.*

(1) Recreational vehicles, travel trailers, or motor homes may not be used for on-site dwelling purposes.

(2) Electrical fencing and barbed wire is prohibited as perimeter fencing except for containment of farm animals on 2 or more acres.

(3) Open storage is prohibited, except for materials for the resident's personal use or consumption such as firewood, garden materials, and the like.

(4) Single-family homes with side entry garages where lot frontage is only to 1 street (not a corner lot) shall have a minimum of 25 feet from the door face of the garage or carport to the side property line for maneuvering.

(F) *Other regulations.* As established in §§ 155.075 *et seq.*, development standards. (Ord. 2001-010, § 14, passed 4-1-2001; Am. Ord. 2003-006, passed 7-3-2003) Penalty, see § 155.999



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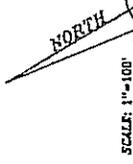
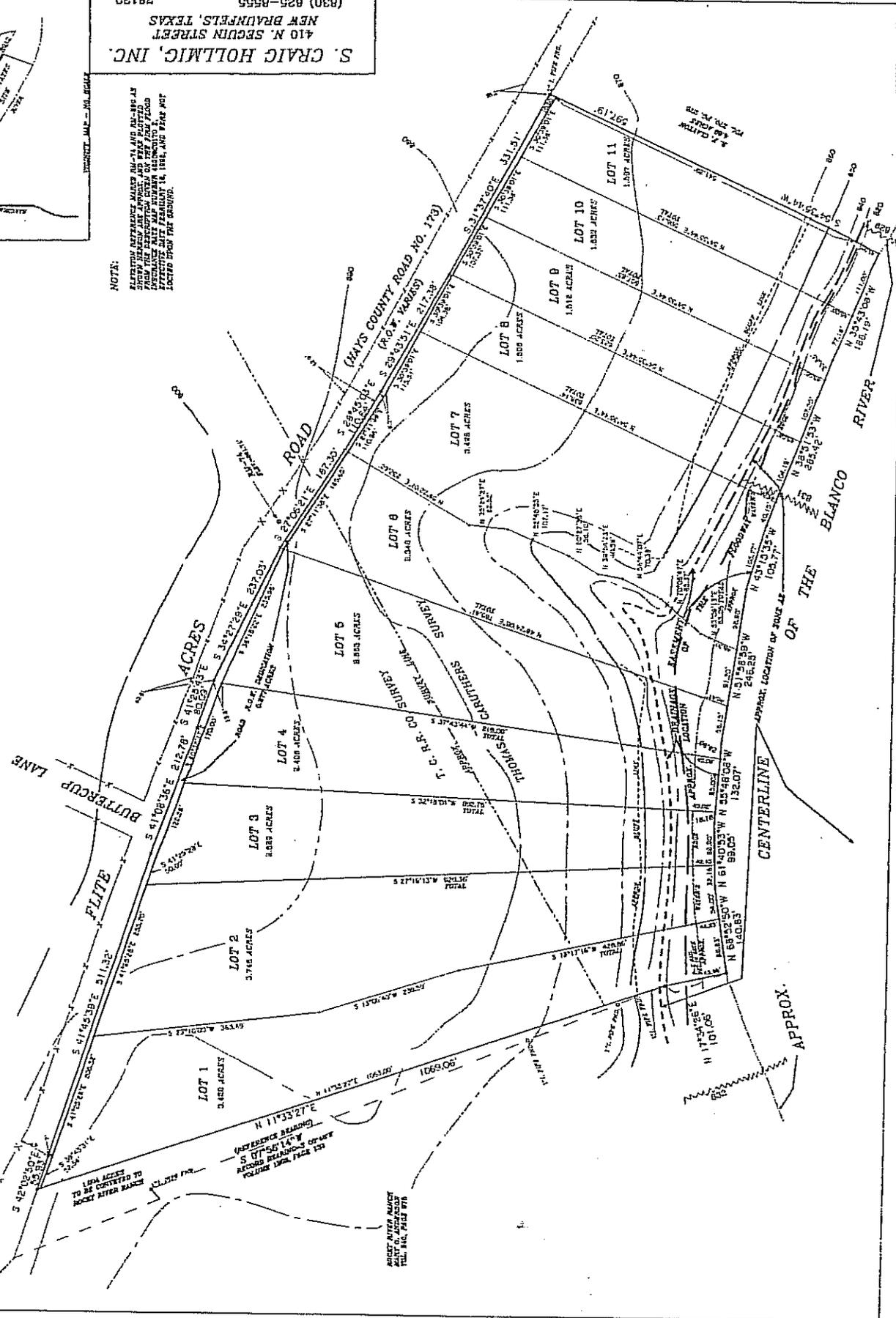
# KELLER ESTATES

BEING 8728 ACRES OF LAND AND BEING APPROX. 1088 ACRES OUT OF THE T. C. RAILROAD CO. SURVEY AND APPROX. 10,978 ACRES OUT OF THE THOMAS CABURERS SURVEY, ALL IN HAYS COUNTY, TEXAS AND BEING OUT OF THAT TRACT CALLED 89-81 ACRES, DESCRIBED IN VOLUME 1883, PAGE 130 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

S. CRAIG HOLLMIC, INC.  
410 N. SECURIN STREET  
NEW BRAUNFELS, TEXAS  
(830) 625-8555  
78130

NOTES:  
ELECTRIC REFERENCE MARKS ARE 31 AND 32 AS SHOWN HEREON AND APPROX. 100 FEET FROM THE EAST LINE OF THE SURVEY. THESE MARKS WERE PLACED BY THE SURVEYOR IN 1988 AND THEIR EXACT LOCATION SHOULD BE DETERMINED BY THE SURVEYOR.

- LEGEND
- FENCE POSTS AND RAILROAD
  - RAILROAD TRACKS
  - DRAINAGE SYSTEM
  - POWER LINES
  - ROAD
  - CANAL
  - CENTERLINE
  - APPROX.





GF# 20007161

9/09/03

12-585

④15-

ATTN: MIKE STEOENS,  
JIM HENDERSON  
HCACH

KELLER ESTATES  
RESTRICTIVE COVENANTS

Doc 00023295 Bk DPR Vol 1724 Pg 123

STATE OF TEXAS

COUNTY OF HAYS

That Paul Dunn and Mary K. Dunn, hereinafter referred to as "Owner", being the owner of all lots in Keller Estates, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 9, Page 216, Hays County Plat Records, do hereby impose the following covenants, conditions, and restrictions upon all the lots in said subdivision, to-wit:

1. Residential and Bed and Breakfast Purposes. The Property may be used for residential purposes only and may not be used for commercial purposes, provided, however, that any owner who owns a total number of contiguous tracts which comprise 10 acres or more may use such property for a bed and breakfast operation but for no other commercial purposes.

2. Subdividing. The Property may not be further subdivided.

3. Sign. No sign (except a standard "For Sale" sign) of any kind shall be displayed to the public view on the Property without prior written approval of the Owner or its successors and assigns.

4. Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property or any Lot and no odors shall be permitted to arise therefrom so as to render the Property or any portion of it unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. The Property nor any part thereof shall be used or maintained as a dumping ground for rubbish. No junk, repair, or wrecking yard shall be located on the Property or any Lot. Material of any kind stored on any Lot shall be arranged in an orderly manner in the rear of the dwelling house and shall be properly covered.

5. Noise. No exterior horns, whistles, off road motor bikes, bells, or sirens (other than security devices used exclusively for security purposes) shall be located, used, or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

6. Construction of Improvements. The Improvements on the property shall be limited to (i) one single family residence. Except as herein set out, no other structures may be located upon any portion of the Property except a guest house or cottage, a children's playhouse or buildings of like nature used for the convenience and pleasure of the occupants of the dwelling house or a bed and breakfast operation. No prefabricated structures are permitted. No old homes shall be moved upon the Property or any Lot without the prior written approval of the Owner, its successors or assigns. No above ground swimming pools are allowed on the Property. No pre-manufactured home, trailer, motor home, mobile home, tent, shacks, garage, barn or other structures located or erected on the Property or any Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Notwithstanding the foregoing, an Owner may have a building to house a permitted animal that is neatly maintained. Propane tanks will be neatly screened so as to not be visible from the front of the main dwelling. Satellite dishes not exceeding eighteen (18) inches are allowed on a Lot. There presently exists on the property the old screen house which is specifically permitted and recognized as not being in violation of any of the terms of these restrictions.

7. Dwelling Size. For any residence located on the Property, the minimum floor area for the main structure, exclusive of porches (screened or open) and garages shall be 2,200 square feet if two story, or 2,000 square feet if one story. A guest house or cottage containing a minimum of 900 square feet exclusive of porches and garages may be built, provided, however, that it may not be constructed prior to the construction of the main house.

ACKNOWLEDGMENT

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
On: Sep 29, 2000 at 02:21P

Document Number: 00023295

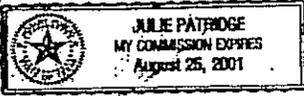
Amount 15.00

By  
Dobbie Coley  
Lee Carlisle, County Clerk  
Hays County

STATE OF TEXAS

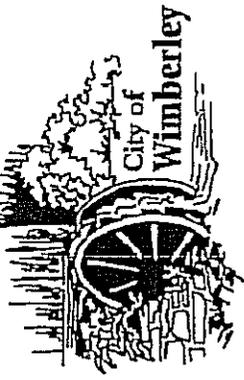
COUNTY OF HAYS

Before me the undersigned authority personally appeared this 26th day of September 2000, Paul Dunn and Mary K. Dunn.



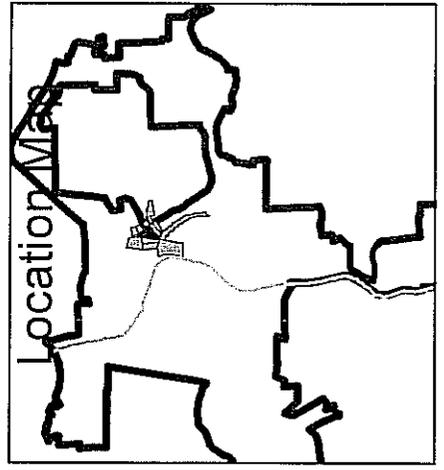
Julie Patridge  
Notary Public, State of Texas

# Zoning Map for CUP-10-007

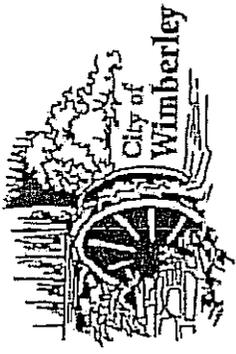


P.O. Box 2027 • Wimberley, Texas 78676

- Subject Property
- Residential Acreage (RA)
- Rural Residential 1 (R1)
- Single Family Residential 2 (R2)
- Single Family Residential 3 (R3)
- Multi-Family Residential 2 Apartments (MF1)
- Commercial - Low Impact (C1)
- Commercial - Moderate Impact (C2)
- Scenic Corridor (SC)
- Lodging 2 (L2)
- Participant Recreation 1 (PR1)



# Notification Map for CUP-10-007

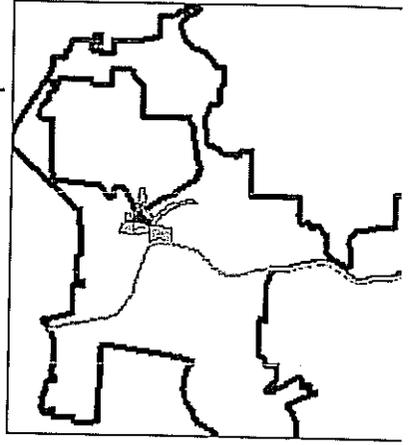


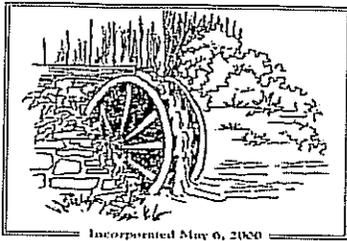
P.O. Box 2027 • Wimberley, Texas 78676

- 200' Notification Buffer
- 0, WRIGHT, PAUL W
- 1, ANDERSON MARY OLA & BATEMAN SANDRA ESTATE OF
- 2, BILLINGSLEY BRUCEA & CLAIREM
- 3, BATEMAN SANDRA & MARY ANDERSON
- 4, BATEMAN SANDRA & MARY ANDERSON
- 5, HERRADA, FRANKLIN D
- 6, JOHNSON KENNETH C & DONNIE DEBRAL
- 7, WILLIAMS ALICEM EST OF
- 8, PARADISE VALLEY PROPERTY OWNERS ASSN
- 9, SPEARS, DEBRAH
- 10, CARRUTHERS, JAMES ROBERT
- 11, ROCKY RIVER RANCH INC
- 12,
- 13, SAUNDERS, ROBERT
- 14, BUSE, MARY
- 15, BROWN, STEVEN & PATRICIA



Location Map





# City of Wimberley

221 Stillwater (P.O. Box 2027), Wimberley, Texas 78676  
Phone: 512-847-0025 Fax: 512-847-0422

Tom Haley, Mayor - Bob Flocke, Mayor Pro-tem  
Council Members - Charles Roccaforte, Bill Appleman, Steve Thurber, John White  
Don Ferguson, City Administrator

May 7, 2010

## NOTICE OF PUBLIC HEARING

Re: **File No. CUP-10-007**  
228 Flite Acres Rd, Wimberley, Texas  
A Request for a Conditional Use Permit (CUP) to allow the operation of a Bed and Breakfast at this location.

Dear Property Owner:

You are receiving this letter because you own property within 200 feet of the above-referenced location.

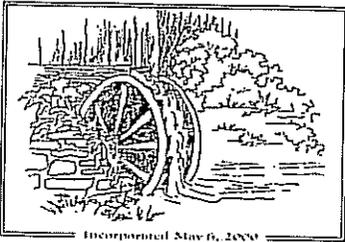
Paul & Marilyn Wright have requested a Conditional Use Permit in order to operate a Bed and Breakfast at 228 Flite Acres Road. The current zoning for this property is Residential Acreage (RA).

The City of Wimberley Planning & Zoning Commission will consider this request during a public hearing on **Thursday, May 27, 2010, at 6:30 p.m.** in the Wimberley City Hall, 221 Stillwater. Upon a recommendation from the Commission, City Council will hold a Public Hearing to consider the same request on **Thursday, June 3, 2009, at 6:30 p.m.**

Because the granting of this request may affect your property, you are encouraged to participate in the zoning process. The public will be given an opportunity to speak during the hearing. If you wish to comment but are unable to attend, written comments may be submitted to the City Administrator prior to the meeting.

Additional information regarding the proposed Conditional Use Permit is available for public review at City Hall during normal business hours. Should you have questions, please contact the City Administrator at 512-847-0025.

CITY OF WIMBERLEY



# City of Wimberley

12111 Ranch Road 12, P.O. Box 2027, Wimberley, Texas, 78676  
Phone: (512) 847-0025 - Fax: (512) 847-0422  
E-mail: [Wimberley@anvilcom.com](mailto:Wimberley@anvilcom.com) - Web: [www.vil.wimberley.tx.us](http://www.vil.wimberley.tx.us)

## NOTICE BY SIGN POSTING

Zoning No: CUP-10-007

Owner \_\_\_\_\_

Date 5/7/10

To: Code Enforcement/Public Works

Please place a Proposed Zoning Sign on the following property

( ) Project Site Address 728 Plite Acres

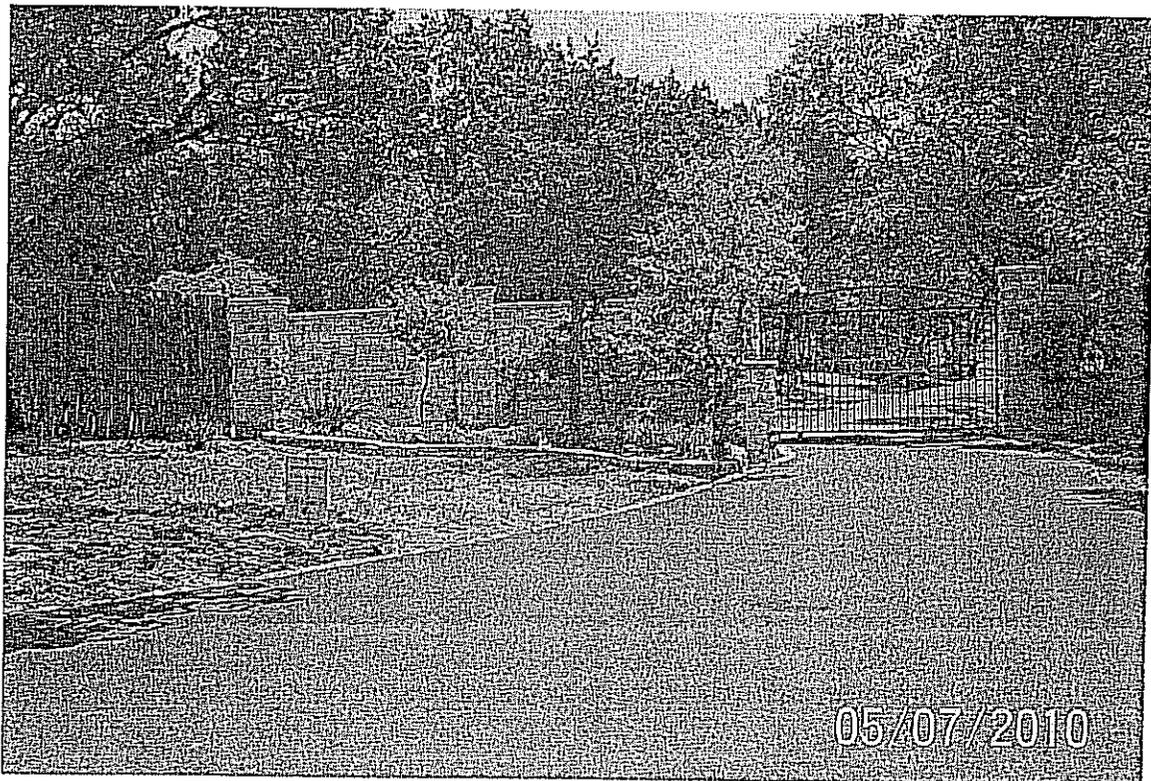
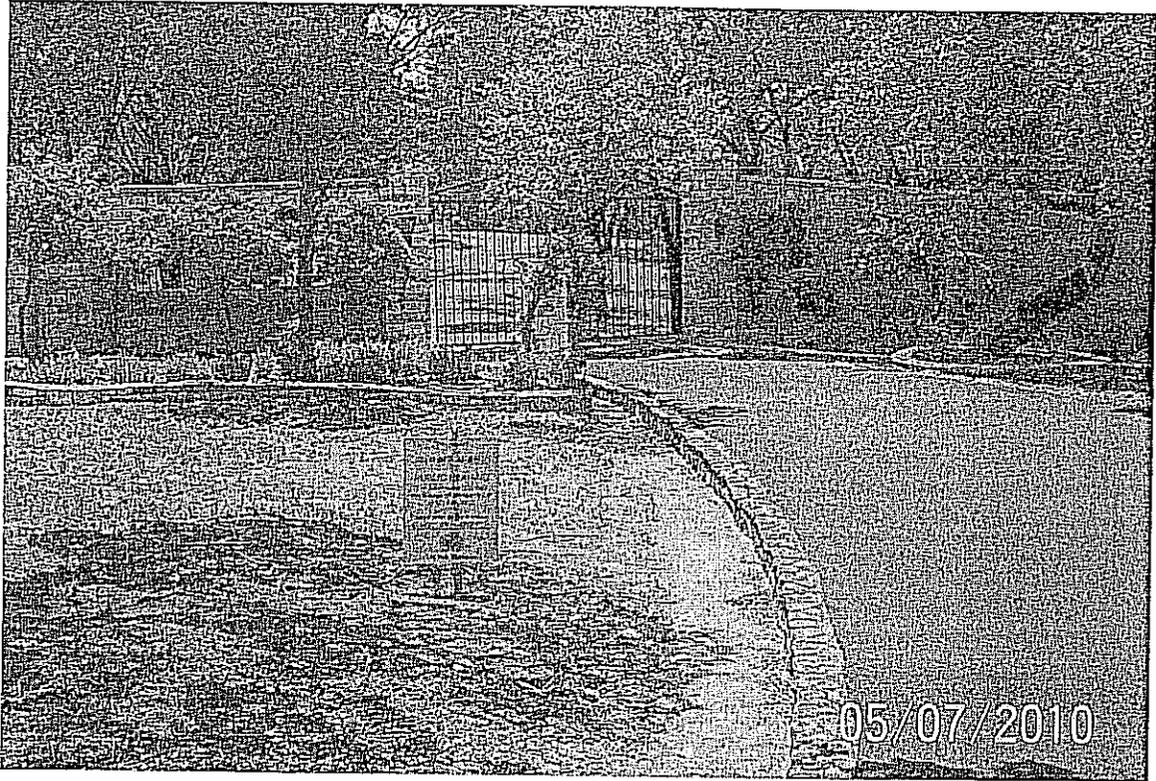
which is located on Plite Acres

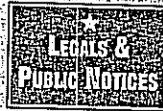
Bill Bowers  
Asst. Public Works

Note: The above-referenced sign was placed on the subject property on

5/7/10, 2010

  
Signature





**NOTICE OF PUBLIC HEARING (Request for Zoning)**

Notice is hereby given that the Planning & Zoning Commission of the City of Wimberley will hold a public hearing at the Wimberley City Hall on Thursday, May 27, 2010, at 6:30 p.m. to consider the following: ZA-010-002 - an application for a zoning change from Neighborhood Services (NS) to Public Facilities (PF) and removal of a Conditional Use Permit at 451 La Buena Vista. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a public hearing on Thursday, June 3, 2010, at 6:30 p.m. at City Hall. Comments on this request from any member of the public may be presented in person or by mail (PO Box 2027) at City Hall prior to the hearing. The public will be granted an opportunity to speak at the hearing. Additional information concerning the proposed action is available for review at the Wimberley City Hall, 221 Stillwater, Wimberley, Texas (12027/1a/30).

**NOTICE OF PUBLIC HEARING (Request for Zoning)**

Notice is hereby given that the Planning & Zoning Commission of the City of Wimberley will hold a public hearing at the Wimberley City Hall on Thursday, May 27, 2010, at 6:30 p.m. to consider the following: CUR-10-007 - an application for a Conditional Use Permit (CUP) to allow the operation of a Bed and Breakfast at 228 Flite Acres Road. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a

public hearing on Thursday, June 3, 2010, at 6:30 p.m. at City Hall. Comments on this request from any member of the public may be presented in person or by mail (PO Box 2027) at City Hall prior to the hearing. The public will be granted an opportunity to speak at the hearing. Additional information concerning the proposed action is available for review at the Wimberley City Hall, 221 Stillwater, Wimberley, Texas (12028/1a/30).

**THE STATE OF TEXAS NOTICE OF SEIZURE/SALE OF REAL PROPERTY COUNTY OF HAYS**

A Second Order of Sale was issued the 10th day of March, 2010 by the Clerk of the District Courts, Hays County, Texas on the 22nd day of September, 2009 in favor of Woodcreek Property Owners Association of Hays County, Inc. against Jimmie Lee Barta. Cause #08-2225 reflects a judgement amount of \$1,165.03 with interest there on from the date of judgement at the rate of 5.00% per annum until paid and \$252.00 as costs of the suit with foreclosure of the lien on the following described property by virtue of the Second Order of Sale I did on the 12th day of March, 2010 at 9:45 am levy upon the following described property located in Hays County as the property of said defendant to wit: The property known by its legal description as Lot 183, Section 19 of Woodcreek a subdivision in Hays County, Texas as it existed on the 22nd day of September, 2009. And on the 1st day of June, 2010 being the first Tuesday of June, 2010, between the hours of 10:00 am and 4:00 pm, at the north door of the courthouse of Hays County, will offer for sale and sell for cash all the right,

title and interest of Jimmie Lee Barta in and to said property. Sale to begin at 10:30 am sharp. Date: March 12, 2010. Darrell W. Ayres, Constable, Precinct 3, Hays County. By: Tom L. Wallace, Deputy Constable, Precinct 3, Hays County. On the property sold, there are no warranties, expressed or implied, including but not limited to the implied warranties of property as is. Bidders are further advised that purchase of the property at this second order of sale may not extinguish any liens or security interests on the property. If there are any questions, consult legal counsel of your choice (12017/nd 30 / 40 / 42).

**THE STATE OF TEXAS NOTICE OF SEIZURE/SALE OF REAL PROPERTY COUNTY OF HAYS**

A Second Order of Sale was issued the 10th day of March, 2010 by the Clerk of the District Courts, Hays County, Texas on the 22nd day of September, 2009 in favor of Woodcreek Property Owners Association of Hays County, Inc. against Ernesto Gutierrez Cause #08-0973 reflects a judgement amount of \$1,637.83 with interest there on from the date of judgement at the rate of 5.00% per annum until paid and \$254.00 as costs of the suit with foreclosure of the lien on the following described property by virtue of the Second Order of Sale I did on the 12th day of March, 2010 at 9:37 am levy upon the following described property located in Hays County as the property of said defendant to wit: The property known by its legal description as Lot 493C, Section 9A of Woodcreek a subdivision in Hays County, Texas as it existed on the 22nd

**PUBLIC NOTICE**

To Whom It May Concern: Notice is hereby given to all students with disabilities who received special education services (or parents of students) who attended school in Dripping Springs, ISD, Wimberley ISD, Blanco ISD or Johnson City ISD. The inactive files from May of 2002, to June of 2003, WILL BE DESTROYED. These records are no longer needed to provide educational services to you (or your child). These records may be needed by you (or your child) for social security benefits or other purposes. Destruction of records will occur on July 1, 2010. You must notify the special education department by or before June 15, 2010, if you want a copy of your records. You may contact: Jack Modgling, Director of Intervention, Academic Support, at 512-858-3066 to request copies. This is in compliance with federal regulations 34 CFR 300.573.

**A Quien Le Mave Concern**

Advirta por la presente es dado a todos estudiantes con las incapacidades que recibieron los servicios especiales de la educación, (o los padres de estudiantes) que asistió a escuela a Dripping Springs ISD, Wimberley ISD, Blanco ISD or Johnson City ISD. Los archivos inactivos de mayo de 2002 a junio de 2003, SERAN DESTROYADOS. Estos registros son no más largo necesario proporcionar los servicios educativos a usted (o su niño). Estos registros pueden ser necesarios por usted (o su niño) para beneficios de seguridad social u otros propósitos. La destrucción de registros ocurrirá en el 1 de julio de 2010. Usted debe notificar el departamento espe-

Hays County Commissioners' Court will hold a public hearing to consider: Re-subdivision of Lot 63 in Rolling Oaks Subdivision, Section 3 (01993/3a/40)



**BUY, SELL, TRADE** One item or estates. Campbell's Collectibles 847-6006 (01844/acc/45)



**GOOD OLD BOYS AUTO RECYCLING** Cash for your Cars and Trucks - running or not. Free pick up and/or towing. 512-393-1410 (01937/acc/ln/44)

**ATTENTION: RoadRunner Recycling** is now buying all types of scrap metal. We buy junk vehicles in any condition - running, wrecked or not. Cash paid. Location: 16380 N. Hwy 123, San Marcos, TX 512-353-4511 or 512-396-1382 (02949/acc/44+)



**ESTABLISHED CASH FLOWING LOCAL BUSINESS** All assets & lease convey. Low over-sight. Owner may carry \$23,500. Call Debie Hill, Samford Group 512-801-4260 (09631/acc/ln/39+)



**CORNERSTONE PARK** LOCATION-LOCATION PARKING & SIGNAGE HI-SPEED INTERNET

\$650 per month TWO - 1000 SQ. Office / Warehouse \$550/mo each THREE - 800 SQ. Office / Retail \$775 per month/a Plaza Del Sol Wimberley. Call Clay at 512-796-3956 (39750/12cc/50)



**HIGH END BOUTIQUE** in Wimberley Seeking mature, dependable sales associate. Tuesday Saturday schedule full time. Retail experience required. Fax resume to 512-647-9019 (01992/2p/38+)

**WISD** is accepting applications for: (1) Science Composite-Physical (Full-time), High School; (1) Math Teacher/Algebra w/Coaching (Full-time), High School; (1) English Teacher (Full-time), High School; (1) English Teacher w/Coaching (Full-time), High School; (1) Agriculture Teacher (Full-time), Jr. High/High School; (1) Diagnostician/LSSP (Full-time), Special Education Department; (1) Food Service Worker (Full-time); (1) Custodian (Full-time - Night Shift). Summer School positions: (1) Special Education Teacher/ Extended School Year and (2) Special Education. Paraprofessional - Extended School Year, Session 1: June 15, 17, 22, 24, 29 & July 1. Session 2: July 20, 22, 27, 29 and August 3 & 5. Please visit the WISD website at [www.wimberley.texas.net](http://www.wimberley.texas.net) for more information. (12017/nd 30)

**WANTED ASSISTANT INNKEEPER** Position requires good computer skills.

ORDINANCE NO. 2010-\_\_\_\_\_

**AN ORDINANCE OF THE CITY OF WIMBERLEY, TEXAS APPROVING AN APPLICATION FOR A CONDITIONAL USE PERMIT SUBMITTED BY PAUL AND MARILYN WRIGHT TO ALLOW FOR THE OPERATION OF A BED AND BREAKFAST LODGING FACILITY ON AN APPROXIMATELY 10.93 ACRE TRACT LOCATED AT 228 FLITE ACRES ROAD, WIMBERLEY, TEXAS, ZONED RESIDENTIAL ACREAGE (RA), AND IMPOSING CERTAIN CONDITIONS; AND PROVIDING FOR FINDINGS OF FACT; AMENDMENT OF THE ZONING DISTRICT MAP; REPEALER; SEVERABILITY; EFFECTIVE DATE; PROPER NOTICE AND MEETING; AND PROVIDING FOR CERTAIN CONDITIONS.**

**WHEREAS**, an application for a Conditional Use Permit has been filed by Paul and Marilyn Wright (“Applicant”) requesting authorization to operate a bed and breakfast lodging facility on real property described as Lot 1A Keller Estates, consisting of approximately 10.93 acres, zoned Residential Acreage (RA); and

**WHEREAS**, a bed and breakfast lodging facility is an authorized use in areas zoned Residential Acreage (RA) upon the granting of a Conditional Use Permit; and

**WHEREAS**, after conducting a public hearing on the matter, the Planning and Zoning Commission recommended approval of the CUP application; and

**WHEREAS**, Applicant has submitted a Conditional Use Permit Application, site plan, and list of conditions on the use of the property for the bed and breakfast purposes, attached hereto as Exhibits “A” and “B”, respectively, and incorporated herein, and other necessary information, and has complied with the requirements of the Wimberley Zoning Ordinance; and

**WHEREAS**, the Planning and Zoning Commission and City Council have conducted Public Hearings on the Application for a Conditional Use Permit wherein public comment was received and considered on the Application; and

**WHEREAS**, the City Council finds that the use of the subject property as a bed and breakfast lodging facility, subject to the conditions imposed by this Ordinance, is an appropriate use for the property and is a compatible use with the surrounding properties and neighborhoods.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WIMBERLEY, TEXAS:**

**ARTICLE I. FINDINGS OF FACT**

All of the above premises are hereby found to be true and correct legislative and factual findings of the City of Wimberley and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

## **ARTICLE II. APPROVAL - TERMS AND CONDITIONS**

The CITY COUNCIL HEREBY GRANTS the Application for a Conditional Use Permit submitted by Paul and Marilyn Wright ("Applicant") for use as a bed and breakfast lodging facility on real property described as Lot 1A Keller Estates, consisting of approximately 10.93 acres, zoned Residential Acreage (RA), Wimberley, Hays County, Texas, subject to the following terms and conditions:

1. Applicant shall not commence development until it has secured all permits and approvals as required by the Wimberley zoning regulations, ordinances or any permits required by regional, State and Federal agencies.
2. This Ordinance only authorizes the additional use of the subject property as a bed and breakfast lodging facility in accordance with the site plan attached hereto as Exhibit "A", and subject to the conditions described in Exhibit "B", attached and incorporated by reference, as well as all applicable regulations in effect at the time of the submission of the building permit application. No other use of the property is authorized by this Conditional Use Permit.
3. No commercial signage shall be permitted on the subject property. No more than one (1) sign shall be permitted to provide the property street address and not identify the business. Any signage material, color and dimension shall be compatible with the "Hill Country" theme.

## **ARTICLE III. ZONING DISTRICT MAP**

The official Zoning District Map shall be revised to reflect the Conditional Use Permit established by this Ordinance.

## **ARTICLE IV. REPEALER**

All ordinances or parts of ordinances in force when the provisions of this Ordinance become effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed, but only to the extent of any such conflict.

## **ARTICLE V. SEVERABILITY**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

## **ARTICLE VI. EFFECTIVE DATE**

This ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

**ARTICLE VII. PROPER NOTICE AND MEETING**

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code, and the Standard Zoning Enabling Act, Chapter 211 of the Texas Local Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED AND APPROVED** by the Wimberley City Council on the \_\_\_ day of \_\_\_\_\_, 2010 by a vote of \_\_\_ (Ayes) and \_\_\_ (Nays).

**WIMBERLEY, TEXAS**

By: \_\_\_\_\_  
Bob Flocke, Mayor

**ATTEST:**

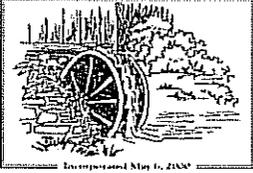
\_\_\_\_\_  
Cara McPartland, City Secretary

(SEAL)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Carolyn J. Crosby, City Attorney

# City Council Agenda Form



Date Submitted: May 29, 2010

Agenda Date Requested: June 3, 2010

**Project/Proposal Title:** PUBLIC HEARING AND CONSIDER APPROVAL OF A REQUESTED ZONING CHANGE AT 45 LA BUENA VISTA

**Funds Required:**  
**Funds Available:**

**Council Action Requested:**

- Ordinance
- Resolution
- Motion
- Discussion

## Project/Proposal Summary:

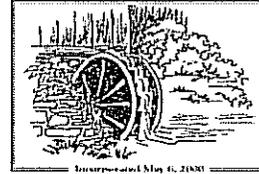
This item was placed on the agenda to allow the City Council to consider a request for a zoning change from Neighborhood Services (NS) to Public Facilities (PF) along with the removal of an existing Conditional Use Permit (CUP) for a tract of land located at 45 La Buena Vista. The applicant, Renee Boschert, is proposing to operate a charter school, in conjunction with the Katherine Anne Porter School District, on the subject property. Currently, the applicant operates a Montessori school at the location with a CUP.

On May 14, 2010, the applicant submitted a written request asking that consideration of the zoning case by the Planning and Zoning Commission be delayed until the June 10, 2010. The request was made to allow additional time to handle administrative matters relating to the proposed charter school.

The Planning and Zoning Commission approved the requested delay at its meeting on May 27, 2010. As such, City Council consideration of the case will need to be delayed.

City staff recommends consideration of the zoning change be delayed until the June 17, 2010 meeting of City Council.

# Report for Subdivision Request C212-10-003



## Summary:

The applicant has submitted a request for a subdivision with a variance from Section 154.063 (C) pertaining to lot shape, Section 154.063(D)(4) pertaining to lot frontage and Section 154.063(E) pertaining to lot size

## Applicant Information:

**Applicant:** John Doucet  
7401 B Highway 71 West, Suite 160  
Austin, Texas 78735

**Property Owner:** John Doucet, et al  
2300 Gatlin Creek Road  
Dripping Springs, Texas 78620

**Subject Property:** Campfire 2 Section 3 Lots 154, 130 & 155

**Legal Description:** 411 High Mesa Drive

**Location:** Residential

**Existing Use of Property:** NA

**Existing Zoning:** Residential

**Proposed Use of Property:** NA

**Proposed Zoning:** NA

**Planning Area:** NA

**Overlay District:**

## Surroundings:

**Frontage On:** Remuda Run & High Mesa Drive

**Area Zoning and Land Use Pattern:**

	Current Zoning	Existing Land Use
<b>N of Property</b>	NA	Residential
<b>S of Property</b>	NA	Residential
<b>E of Property</b>	NA	Residential
<b>W of Property</b>	NA	Residential

## Legal Notice

**200' Letters:** N/A

**Published:** N/A

**Sign Placement:** N/A

**Responses:** N/A

## Comments:

The applicant, John Doucet, has submitted a proposed Amending Plat which realigns the common boundary lines of Lots 130, 154 and 155 in the Campfire 2 Section 3 Subdivision located in the City of Wimberley E-T-J. The realignment will create two (2) larger tracts to be known as Lots 130A and 155A. Specifically, the proposed subdivision will consist of a 0.36 acre lot fronting on both Remuda Run and High Mesa Drive and a .36 acre lot fronting on High Mesa Drive. Each lot will be served by existing on-site sewage facilities and water will be provided by the Cedar Oaks Mesa Water Supply Corporation.

No change in land use is anticipated with the proposed subdivision. In addition, no increases in traffic generation, utility demand or offsite storm water are anticipated.

The applicant is requesting the following three (3) variances relating to the Amending Plat:

- (1) A variance from Section 154.063(D)(4) requiring that residential lots not have frontage on two (2) non-intersection local or collector streets.
- (2) A variance from Section 154.063(C) requiring that lots be rectangular in size and conform to the average depth to average width ratio.
- (3) The applicant is requesting a variance from Section 154.063(E) requiring lots served by on-site sewage facilities (OSSF) to be one acre or larger.

Based on the unique nature of the subdivision and the resulting decrease in density, the Planning and Zoning Commission voted unanimously on May 27, 2010 to recommend approval of the subdivision along with the double frontage and lot size variances and the lot size variance contingent on Hays County approval.

**§ 154.063 LOTS.**

(A) *Designation.* All land area within the boundaries of the subdivision or resubdivision, except that area specifically dedicated as public right-of-way for any purpose, shall be designated as a lot. Each lot shown on a plat shall be clearly designated by a number located within the boundaries of the lot. The boundaries of each lot shall be shown by bearing and distance in relation to the monuments found or established on the ground in conformance with this chapter.

(B) *Use.* The proposed use for each lot shall be indicated on the plat as 1 of the following:

- (1) RA; Residential acreage;
- (2) R-1; Rural residential 1 (minimum 2 acre lots);
- (3) R-2; Single-family residential 2 (minimum 20,000 square foot lots);
- (4) R-3; Single-family residential 3 (minimum 10,000 square foot lots);
- (5) R-4; Single-family residential 4 (minimum 6,000 square foot lots);
- (6) R-5; Two-family residential (duplex homes);
- (7) MF-1; Multi-family residential 1 (triplex/quadriplex/apartments);
- (8) MF-2; Multi-family residential 2 (apartments);
- (9) MH; Mobile home;
- (10) Special requirements for mobile home parks
- (11) O-1; Office - low impact;
- (12) O-2; Office - high impact;
- (13) C-1; Commercial - low impact;
- (14) C-2; Commercial - moderate impact;
- (15) C-3; Commercial - high impact;
- (16) HC; Highway commercial;
- (17) I-1; Industrial - low impact;
- (18) I-2; Industrial - high impact;
- (19) AS/S; Animal sales/services;
- (20) L-1; Lodging (1-15 units);
- (21) L-2; Lodging (1-30 units);
- (22) IP; Industrial park;
- (23) PPU; Public protection/utility;
- (24) PR-1; Participant recreation - low impact;
- (25) PR-2; Participant recreation - high impact;
- (26) PF; Public facilities;
- (27) NS; Neighborhood services district;
- (28) WPDD; Planned development district;

(C) *Lot shape.* All lots shall be rectangular except when the street alignment is curved in order to conform with other provisions of this chapter or configuration of the parent tract does not permit. No lot shall have a corner intersection of less than 45 degrees. The ratio of average depth to average width shall not exceed 2.5 to 1 (2.5:1) nor be less than 1.5 to 1 (1.5:1) unless the lot is at least 1.5 times the required lot size, both the depth and width of the lot exceed the minimums required in these regulations, and the Director finds that the proposed lot dimensions are consistent with surrounding development and the Comprehensive Plan.

(D) *Lot orientation.*

(1) *Standard frontage.* All lots shall face and have contiguous frontage on a usable, dedicated public road right-of-way, except lots within a WPDD which may have similar frontage on a private street under common ownership. The extent of this frontage (front line) shall conform to the minimum lot width requirements set forth herein.

(2) *Lot facing.* Facing lots shall be compatible. Lots arranged so that the rear line of a lot or lots is also the side line of an adjacent lot shall be avoided. When this occurs, 10 feet shall be added to the minimum lot width and the side building line adjacent to the rear yard of another lot.

(3) *Lot lines.* The lot line common to the street right-of-way line shall be the front line. Side lot lines shall project away from the front line at approximately a right angle to street lines and radial to curved street lines. The rear line shall be opposite and approximately parallel to the front line. The length and bearing of all lot lines shall be indicated on the plat.

(4) *Double frontage.*

(a) Residential lots shall not have frontage on 2 non-intersecting local or collector streets.

(b) Residential lots adjacent to an arterial street shall also have frontage on a local street. Vehicular access to these lots shall be from the local street only. Non-residential lots with double frontage shall have offset access points to inhibit cut-through traffic.

(E) *Lot area.* The base minimum lot area for all lots served by a publicly approved sewer system shall conform to Chapter 155 of this code and following requirements in the table below in this section; provided however, the base minimum lot area for all lots utilizing on-site sewage facilities (OSSFs) shall be 1 acre.

(F) *Standards.* Lot width and depth, coverage by structures, and coverage by impervious surfaces shall conform to the requirements as established for the designated land use as set forth in the table below in this section. In addition, all lots shall provide a 10-foot public utility easement adjacent to all public rights-of-way. Public utility easements on side and rear lot lines shall be required as needed to accommodate utilities and drainage.

(G) *Corner lots.* Lots having frontage on 2 or more intersecting streets shall be classified as corner lots.

(1) Corner lots adjacent to streets of equal classification shall have only 1 access driveway on either of the intersecting streets, except as otherwise approved by the Commission.

(2) Corner lots adjacent to streets of unequal classification shall access the lower classification street only, and only 1 drive approach shall be allowed, except as otherwise approved by the Commission.

(3) The building setback line for all corner lots shall conform to the minimum requirements for the land use designated but shall never be less than 25 feet from an existing or proposed street right-of-way, except that on back-to-back corner lots the setback on the common side yard can be reduced to 15 feet when the owners of both properties agree and provided that a garage facing the side street must be set back not less than 20 feet.

(4) Corner residential lots shall be 10 feet wider than the average interior lot on the same block.

(H) *Building lines.* Each property line of each lot shall have a building setback line which runs parallel to the property line. The front and rear building setback lines shall run between the side lot lines. The side building setback lines shall extend from the front building setback line to the rear building setback line. The minimum distance from the lot line to its corresponding building setback line for each designated land use shall conform to the table above in this section.

(1) All building setback lines shall be indicated on the subdivision plat. The area between the property line and the building line shall be the required yard area. No structure or impervious construction shall be allowed in the front yard area except for the following:

- (a) Fences and screens in accordance with § 154.067 of this code;
- (b) Driveways and sidewalks as allowed herein;
- (c) Utility distribution lines and appurtenances within dedicated easements and rights-of-way; and
- (d) Drainage structures.

(2) No structures or impervious construction shall be allowed in required side or rear building setback areas except for the following accessory structures on single- or 2-family residential lots:

- (a) Swimming pools, including surrounding decks, located at least 5 feet from the property line, and screened by a 6-foot tall privacy fence;
- (b) Playscapes not taller than 9 feet above mean grade, located at least 5 feet from the property line, and screened by a 6-foot tall privacy fence;
- (c) Stand-alone satellite dishes or telecommunications devices not taller than 6 feet above mean grade, located at least 5 feet from the property line and screened by a 6-foot tall privacy fence;
- (d) Driveways to side entry garages; and
- (e) Open patios located at least 3 feet from the property line.

1. For the purpose of this section, the following definition shall apply unless the context clearly indicates or requires a different meaning.

**PATIO.** A level surfaced area without walls and a roof.

2. A patio attached to the principal structure cannot be elevated above the first floor level of the principal structure; a free-standing patio cannot be elevated more than 12 inches above grade level.

(3) The building setback line for all corner lots shall conform to the minimum requirements for the land use designated but shall never be less than 25 feet from an existing or proposed street right-of-way.

(4) Corner residential lots shall be 10 feet wider than the average interior lot on the same block.

(I) *Mobile home space.* All of the design requirements for lots listed in divisions (A) - (I) of this section apply to a mobile home park lease space that serves as a lot area for an individual mobile home unit within a park development.

(J) *Access requirements.*

(1) A minimum of 1 all-weather access area (either individually, or common to more than 1 lot) or driveway shall be provided for each buildable lot connecting the buildable area of the lot to an existing or proposed dedicated public street. An exception may be made for lots within a WPDD which may have similar access to a private street.

(2) All driveway approaches shall be constructed to conform with the city standards and

specifications.

(3) Single-, 2-, and 3-family residential drive approaches shall have a 5-foot minimum radius on each side, a minimum width of 10 feet, a maximum width of 24 feet, and shall be constructed as required by the city standards and specifications.

(4) Driveways shall be spaced as required by §§ 154.060(C) and 154.060(D).

(5) No undivided driveway shall exceed 30 feet in width at the property line nor have a street return radius less than 15 feet except as provided for in division (J)(3) above. No divided driveway shall exceed 45 feet in width at the property line nor have a street return radius less than 15 feet except as provided for in division (J)(3).

(6) All driveways shall approach the street at right angles to the pavement centerline.

(K) *Lot numbering.*

(1) All lots are to be numbered consecutively within each block. Lot numbering may be cumulative throughout the subdivision if the numbering continues from block to block in a uniform manner that has been approved on an overall preliminary plat.

(2) Any lot(s) being resubdivided shall be consecutively numbered beginning with the last available number in the existing block or subdivision.

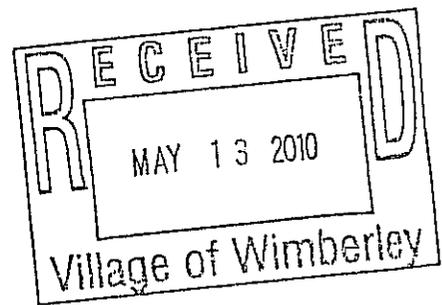
(L) *Lot drainage.* Lot drainage shall be in conformance with the requirements of § 154.057.

(Ord. 2001-014, § 34020, passed 9-20-2001) Penalty, see § 154.999

Doucet & Associates, Inc.  
Consulting Engineers

7401 B Highway 71 West  
Suite 160 • Austin, TX 78735  
p 512.583.2600  
f 512.583.2601

Mr. Don Ferguson  
12111 Ranch Road 12  
Wimberley, TX 78676



Re: Lots 130, 154 and 155 Campfire #2

Dear Mr. Ferguson,

As you and I have discussed, I desire to re-plat three existing lots in Cedar Oak Mesa into two lots. My deceased parents owned Lots 130 and 154 and jointly owned Lot 155 with their daughter and her husband, Mike and Denise Burch. Upon their death, their interest in Lot 155 was transferred to the Burch's. As Executor of their estate I am now selling Lot 130 with their home. However, when my father had his OSSF installed he utilized part of Lot 154. Therefore, we want to sell a portion of lot 154 with Lot 130 and put the remainder of Lot 154 in Lot 155. In my opinion the proper way to do this is to re-plat the three lots into two lots.

In complying with Wimberley's subdivision process I am submitting herewith an application and three copies of an amended plat of the above referenced lots as well as an application for two variances. The first variance is a request from The City's Subdivision Ordinance Section 154.006(D) (7) allowing an exemption from Sections 154.022 through 154.025. The ordinance currently allows for an exemption if one lot is being combined into two lots to create a more developable site. In our case we are combining two lots into three and I am requesting a variance allowing this. The resulting two lots will not change the overall acreage of land in the existing lots and will not increase runoff or concentrate flow from the site. The resulting two lots will decrease the density, traffic generation and or utility demands from the currently allowable three lots.

I am also respectfully requesting a variance from the existing requirement of Section 154.063 (E) requiring lots served by OSSF's to be one acre or larger. The lots in Campfire were platted in the 1970's at a time when these lots sizes were permitted. This subdivision would therefore be grand-fathered from the requirement and the resulting lots will actually be larger than they are today.

Please contact me if you have any questions or require additional information. Thank you for your timely consideration.

Sincerely,

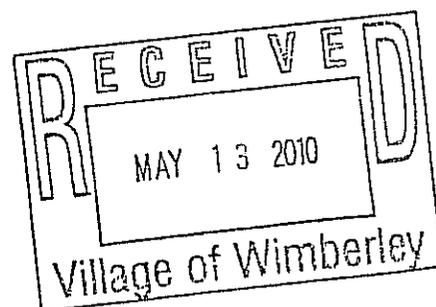
A handwritten signature in black ink, appearing to read "John D. Doucet".

John D. Doucet, Executor  
Dudley and Juanita Doucet Estate



**Doucet & Associates, Inc.**  
Consulting Engineers

7401 B Highway 71 West  
Suite 160 • Austin, TX 78735  
p 512.583.2600  
f 512.583.2601



Mr. Don Ferguson  
12111 Ranch Road 12  
Wimberley, TX 78676

Re: Lots 130, 154 and 155 Campfire #2

Dear Mr. Ferguson,

As you and I have discussed, I desire to re-plat three existing lots in Cedar Oak Mesa into two lots. My deceased parents owned Lots 130 and 154 and jointly owned Lot 155 with their daughter and her husband, Mike and Denise Burch. Upon their death, their interest in Lot 155 was transferred to the Burch's. As Executor of their estate I am now selling Lot 130 with their home. However, when my father had his OSSF installed he utilized part of Lot 154. Therefore, we want to sell a portion of lot 154 with Lot 130 and put the remainder of Lot 154 in Lot 155. In my opinion the proper way to do this is to re-plat the three lots into two lots.

In complying with Wimberley's subdivision process I am submitting herewith an application and three copies of an amended plat of the above referenced lots as well as an application for two variances. The first variance is a request from The City's Subdivision Ordinance Section 154.006(D) (7) allowing an exemption from Sections 154.022 through 154.025. The ordinance currently allows for an exemption if one lot is being combined into two lots to create a more developable site. In our case we are combining two lots into three and I am requesting a variance allowing this. The resulting two lots will not change the overall acreage of land in the existing lots and will not increase runoff or concentrate flow from the site. The resulting two lots will decrease the density, traffic generation and or utility demands from the currently allowable three lots.

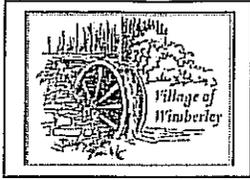
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Please contact me if you have any questions or require additional information. Thank you for your timely consideration.

Sincerely,

John D. Doucet, Executor  
Dudley and Juanita Doucet Estate





Village of Wimberley

12111 Ranch Road 12
Mailing Address: P.O. Box 2027
Wimberley, Texas 78676

(512) 847-0025 - Fax: (512) 847-0422 - E-Mail: wimberley@anvilcom.com

Subdivision Application

Official Use Only
SUBMISSION DATE: 5/13/2010 CASE NO. C212-10-003
SUBDIVISION: Lots 130, 154 + 155 Campfire Hays County Tax I.D. No.
LOCATION/DIRECTIONS: Fees Paid: \$150
APPLICATION TYPE: 3 PROJECT TYPE:
PROCESS TYPE: 2 APPLICATION REC'D By

- 1. OWNER(S): John Doucet, et al
MAILING ADDRESS: 2300 Gatlin Creek Rd CITY/STATE/ZIP: Dripping Springs, TX 78620
PHONE (512) 583-2600 FAX (512) 583-2601 E-MAIL john.doucet@doucet-austin.c
2. PRIMARY CONTACT (Agent) John Doucet FIRM: Doucet & Associates, Inc.
MAILING ADDRESS: 7401B Hwy 71 W, Suite 160 CITY: Austin STATE: TX ZIP: 78735
PHONE (512) 583-2600 FAX (512) 583-2601 E-MAIL john.doucet@doucet-austin.com
3. ENGINEERING FIRM Doucet & Associates, Inc. CONTACT: John Doucet
MAILING ADDRESS: 7401B Hwy. 71 W, Suite 160 CITY: Austin STATE: TX ZIP: 78735
PHONE (512) 583-2600 FAX (512) 583-2601 E-MAIL john.doucet@doucet-austin.com
4. SURVEYING FIRM: Doucet & Associates, Inc. CONTACT: Syd Xinias, Jason Ward, RPLS
MAILING ADDRESS: 7401B Hwy 71 W, Suite 160 CITY: Austin STATE: TX ZIP: 78735
PHONE (512) 583-2600 FAX (512) 583-2601 E-MAIL jason.ward@doucet-austin.c
5. PLAT ATTRIBUTES
Resubdivision of Lots 130, 154 & 155
NAME: of Wimberley Campfire #2, Section 3 LOCATION: 411 High Mesa, Wimberley, TX 78
SUBDIVISION CLASSIFICATION: R JURISDICTION: E
C=Commercial; R=Residential (Based on Land Use & Density) C= City Limits; E=1 mile ETJ;
COMPREHENSIVE PLAN AREA: CURRENT ZONING:
CITY GRID MAP NUMBERS: TAX APPRAISAL NUMBERS: R22935, R22959
WATERSHED(S): IN RECHARGE ZONE (Y) (N)
ELECTRICITY: PEC WATER SOURCE: CEDAR OAK MESA Waters Corp.
WASTEWATER/SEWAGE DISPOSAL: OSSF
TELEPHONE SERVICE: SCHOOL DISTRICT Wimberley ISD

6. RELATED CASES \_\_\_\_\_ PROPOSED ZONING: NA

APPLICATION NO. \_\_\_\_\_ ZONING ORDINANCE NO. \_\_\_\_\_

SITE PLAN CASE NO. \_\_\_\_\_

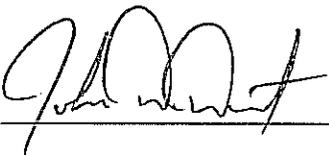
7. PROPOSED LAND USE (By Summary)

Single Family	<u>SF</u>
Multi-Family	MF
Duplex	DUP
Public/Quasi-Public	P
Wimberley Planned Development District	WPDD
Right-of-Way	ROW
Commercial/Office	C-O
Commercial/Retail	C-R
Flood Plain	FP
Industrial	IND
Greenbelt/Trails	GRBLT

LAND USE (See Table)	NUMBER OF LOTS	NUMBER OF UNITS	ACREAGE
SF	3 <u>Current</u>		
	2 <u>lots After</u>		
TOTALS .....			
	LOTS	UNITS	ACRES

Note: The signature below of an applicant or designated agent authorizes Village of Wimberley Staff to visit and inspect the property for which this application is being submitted. Applicant further understand and agrees that no application shall be considered "filed" and no deadlines shall run against the Village of Wimberley until the Planning & Zoning Commission staff has expressly determined that the application is administratively complete.

Date: 5/13/2010

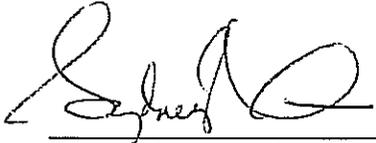
Applicant's Signature: 

Date: \_\_\_\_\_

Agent's Signature: \_\_\_\_\_

ENGINEER'S/SURVEYOR'S CERTIFICATION

This is to certify that I am authorized to practice the profession of Engineering/Surveying in the State of Texas; that I prepared/reviewed the plan/plat submitted herewith; that all information shown thereon is accurate and correct to the best of my knowledge as related to the engineering/surveying portions thereof; and that said plan/plat complies with Title 25 of the Land Development Code, as amended, and all other applicable codes and ordinances.

  
 Engineer/Surveyor's Signature

**SUBMITTAL CHECKLIST**

TO ENSURE THAT YOU HAVE COMPLIED WITH THE SUBDIVISION APPLICATION REQUIREMENTS, REVIEW THE FOLLOWING LIST. FAILURE TO COMPLETE THE NECESSARY STEPS CAN CAUSE A DELAY IN PROCESSING YOUR APPLICATION.

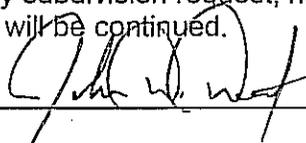
- Complete "Subdivision Application"
- Provide area map of property to be subdivided which includes all properties within 200 feet of any portion of Applicant's property; and which clearly indicates streets in surrounding area. *AMENDED PLAT*
- Provide plat of the specific property to be subdivided (3 copies for review/10 for approval)
- Provide names and addresses of property owners within 200 feet of any portion of Applicant's property if replat. *AMENDED PLAT*
- Provide a legal description of the property.
- Sign/date Submittal Verification and/or Waiver of Appearance form.
- Place stake on site with property address so property is easily identifiable.
- Approved construction plans (if required) *NA*
- Deed restrictions or covenants *NA*
- Current Tax Certificate showing that all taxes are paid, *TAX Receipts*
- Pay subdivision fee.
- Utility Service Acknowledgement *NA*
- Applicant agrees to attend Planning & Zoning Commission hearings scheduled for Applicant's proposed subdivision.
- Applicant agrees to attend City Council hearing scheduled for Applicant's proposed subdivision or waives his/her rights of appearance.

**SUBMITTAL VERIFICATION AND/OR WAIVER OF APPEARANCE**

My signature attests to the fact that the attached application package is complete and accurate to the best of my knowledge. I understand that Village review of this Application is dependent upon the accuracy of the information provided and that any inaccurate or inadequate information provided by me, my firm, or agent, may delay the review of the Application.

( ) I hereby waive my right to appear before the Village of Wimberley City Council at the public hearing to be held concerning the subdivision of my above-referenced property. I understand that my failure to appear allows the Council to consider my subdivision request; however, if questions are raised that cannot be answered, the matter will be continued.

Date: 5/13/2010

APPLICANT SIGNATURE 

WHEN APPLICABLE:

Date: \_\_\_\_\_

AGENT SIGNATURE \_\_\_\_\_

## FEE SCHEDULE

<b>*Residential:</b>	<b>Fee</b>	<b>Additional</b>	<b>Comments</b>
Concept Plan	None		Optional
Preliminary Plat	\$350	+\$25 per lot	
Public Review Final Plat	\$500	+\$10 per lot	
Record Final Plat	\$200	+\$10 per lot	
Amend Plat	\$150		Including Plat Vacation
Short Form Plat	\$250		
<b>*Non-Residential:</b>			
Concept Plan	None		Optional
Preliminary Plat	\$400	+\$40 per acre	
Public Review Final Plat	\$500	+\$20 per acre	
Record Final Plat	\$200	+\$10 per acre	3 sets required
Amend Plat	\$200		Including Plat Vacation
Short Form Plat	\$400		
<b>*Property Owner Notification included in base fee.</b>			
Mylar recording at county	\$56	\$50/page	Tax Receipt \$10/lot
Village ordinance 2007-003 allows additional costs to be passed on to owner/applcant			

### ADMINISTRATIVE COMPLETENESS

No development right (if any) shall vest nor deadline run against the Village until a preliminary plan is expressly determined by the Planning Staff to be administratively complete. An application for a preliminary plan shall not be considered "filed" until the application is determined by the Planning Staff to be administratively complete.

Owner Acknowledgement:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

## UTILITY SERVICE ACKNOWLEDGMENTS

Utility service codes are to be indicated, as listed below and as applicable, in the space provided in each acknowledgement.

**CODES            EXPLANATION**

- A. Adequate service is currently available to the subject property
- B. Adequate service is currently available, but arrangements have been made to provide it
- C. Adequate service is not currently available, and arrangements have not been made to provide it
- D. Need easement(s) within subject property

Electric Service Provider PEC  
Service Code(s) A  
Comments/Conditions \_\_\_\_\_  
Electric Company Official Signature \_\_\_\_\_  
Date \_\_\_\_\_ Title \_\_\_\_\_

Telephone Service Provider \_\_\_\_\_  
Service Code(s) \_\_\_\_\_  
Comments/Conditions \_\_\_\_\_  
Telephone Company Official Signature \_\_\_\_\_  
Date \_\_\_\_\_ Title \_\_\_\_\_

Gas Service Provider NA  
Service Code(s) \_\_\_\_\_  
Comments/Conditions \_\_\_\_\_  
Gas Company Official Signature \_\_\_\_\_  
Date \_\_\_\_\_ Title \_\_\_\_\_

W.C.I.S.D. \_\_\_\_\_  
Acknowledgement of Plat \_\_\_\_\_  
Comments/Conditions/Special School Concerns \_\_\_\_\_  
W.C.I.S.D. Official Signature \_\_\_\_\_  
Date \_\_\_\_\_ Title \_\_\_\_\_

Water Service Provider CEDAR OAK MESA  
Service Code(s) A  
Comments/Conditions \_\_\_\_\_  
Water Company Official Signature \_\_\_\_\_  
Date \_\_\_\_\_ Title \_\_\_\_\_

Sewer Service Provider OSSF  
Service Code(s) \_\_\_\_\_  
Comments/Conditions \_\_\_\_\_  
Sewer Company Official Signature \_\_\_\_\_  
Date \_\_\_\_\_ Title \_\_\_\_\_

#### **154.021 CONCEPT PLAN**

The purpose of the concept plan is to provide an approximately scaled representation of a development proposal for use in initial discussions between the subdivider and the Village staff. The concept plan is strongly recommended for all development proposals but is not mandatory.

#### **154.022 PRELIMINARY PLAN**

Submission of a preliminary plan is the first mandatory step in the Village's development approval process. An approved preliminary plan is the first permit in a series of required development permits. The purpose of the preliminary plan is to demonstrate conformance with the Comprehensive Plan, compatibility of land use and coordination of improvements and facilities within and among individually platted parcels, sections, or phases of a development prior to the preparation, consideration and approval of a public review final plat.

#### **154.023 PUBLIC REVIEW FINAL PLAT**

The public review final plat provides detailed graphic information and associated text indicating property boundaries, easements, land use, streets, utilities, drainage, and other information required to evaluate proposed subdivisions of land. A public review final plat is the second in a series of permits required for plat approval and shall be required for any subdivision except as otherwise provided for herein.

#### **154.024 CONSTRUCTION PLANS**

Construction plans, based upon the approved public review final plat, consisting of detailed specifications and diagrams illustrating the location, design, and composition of all improvements identified in the public review final plat phase and required by these regulations and other applicable Village codes and policies, shall be submitted to the Village for any project that necessitates the construction, reconstruction or modification of new or existing improvements. These documents shall include complete plans and specifications of all required improvements identified in and approved as part of the public review final plat phase.

#### **154.025 RECORD FINAL PLAT**

The record final plat provides detailed graphic information and associated text indicating property boundaries, easements, streets, utilities, drainage, and other information required for the maintenance of public records of the subdivision of land. A record final plat shall be required for all subdivisions. The record final plat shall conform to the approved construction plans and public review final plat.

**154.184** Any subdivision plat or development plan that does not have proper zoning classification or approvals shall be denied by the city.

#### **NOTIFICATION**

**TLGC §212.015** Publication is required in an official newspaper and written notice to owners in the original subdivision and within 200' of lots to be replatted before the 15<sup>th</sup> day before the public hearing.

#### **PROCEDURE**

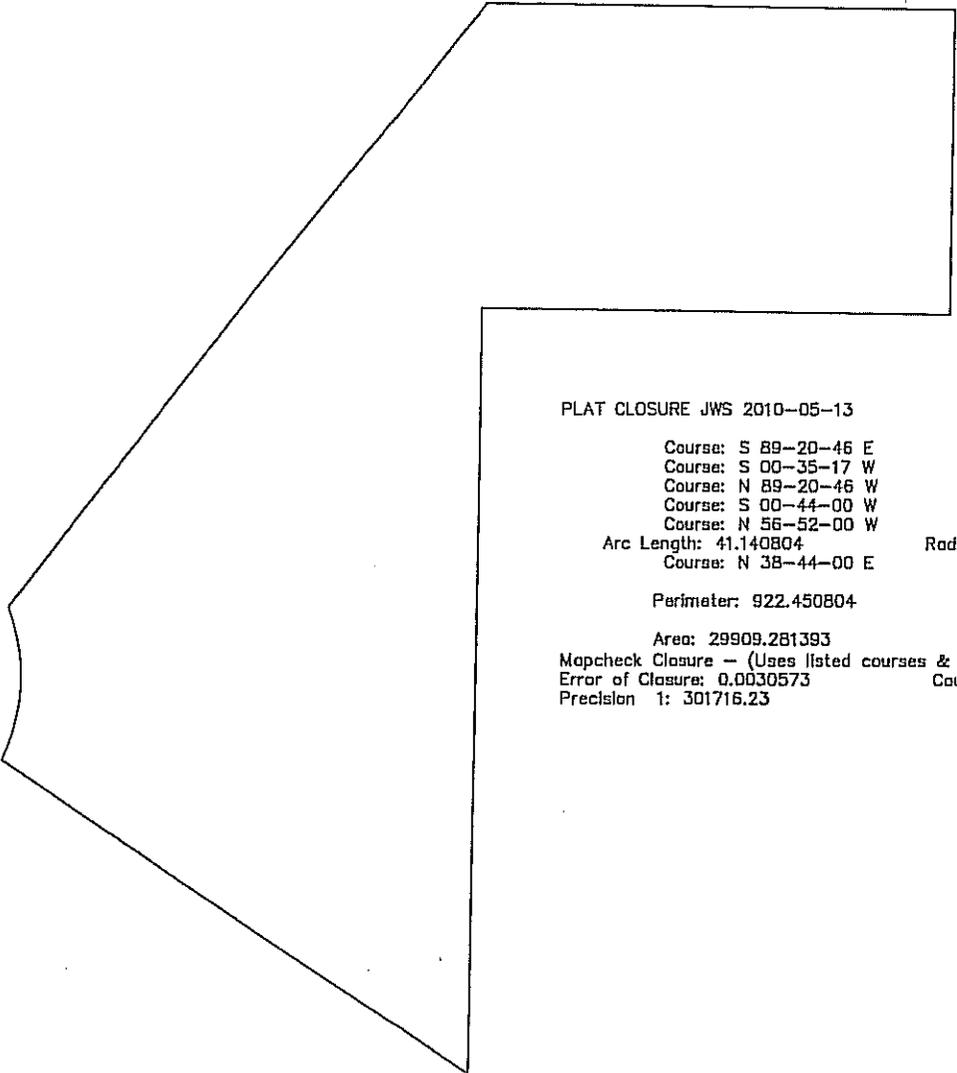
Verify application completeness and submit for engineering review (3 copies).

An application shall not be considered "filed" and no deadlines shall run against the Village until the application is expressly determined by the planning staff to be administratively complete.

Issue public notices per Texas Local Government Code once administratively complete.

Schedule public hearings as required (10 copies).





PLAT CLOSURE JWS 2010-05-13

Course: S 89-20-46 E	Distance: 124.360000	
Course: S 00-35-17 W	Distance: 80.000000	
Course: N 89-20-46 W	Distance: 124.560000	
Course: S 00-44-00 W	Distance: 200.000000	
Course: N 56-52-00 W	Distance: 149.350000	
Arc Length: 41.140804	Radius: 50.000000	Delta: -47-08-38
Course: N 38-44-00 E	Distance: 203.040000	

Perimeter: 922.450804

Area: 29909.281393                      0.686623 acres  
Mapcheck Closure - (Uses listed courses & COGO Units)  
Error of Closure: 0.0030573                      Course: N 58-01-44 W  
Precision 1: 301716.23

# TAX RECEIPT

Tax Collector, Hays County



33-5517

Receipt Number: SM-2009-409462

Payor: WRIGHT, PAUL W (00000498)  
2514 PEBBLE STREAM CT  
KINGWOOD, TX 77345

Owner: WRIGHT, PAUL W (00000498)  
2514 PEBBLE STREAM CT  
KINGWOOD, TX 77345

Quick Ref ID: R115727  
Owner: WRIGHT, PAUL W (00000498) - 100%  
Owner Address: 2514 PEBBLE STREAM CT  
KINGWOOD, TX 77345

Property: 11-4539-0000-001A0-8  
Legal Description: KELLER ESTATES, LOT 1A, ACRES  
10.93, \* (3.74 AC HS)  
Situs Address: 228 FLITE ACRES RD WIMBERLEY, TX  
78676

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2009					
Wimberley ISD	1,283,120	1.232700	15,817.02	15,817.02	15,817.02
Special Road Dist	1,283,120	0.051100	655.67	655.67	655.67
Hays County	1,283,120	0.418100	5,364.73	5,364.73	5,364.73
Wimberley Fire Hays	1,283,120	0.035000	449.09	449.09	449.09
Wimberley ESD #7	1,283,120	0.057400	736.51	736.51	736.51
<b>Total Payment Amount</b>					<b>23,023.02</b>
Check Payment (Ref # 1019) Tendered					23,023.02
Total Tendered					23,023.02

Date Paid: 12/29/2009  
Effective Date: 12/29/2009  
Station: valerie

FOR OFFICIAL USE ONLY

APPLICATION DATE: \_\_\_\_\_ FILE NO. \_\_\_\_\_

HEARING DATE: \_\_\_\_\_ PLANNING AREA: \_\_\_\_\_ ZONING: \_\_\_\_\_

VARIANCE FEES: \$ \_\_\_\_\_ DATE PAID: \_\_\_\_\_ RECEIVED BY: \_\_\_\_\_

## Village of Wimberley APPLICATION FOR VARIANCE

OWNER/AGENT INFORMATION

1. Owner's Name: Estate of Dulley & Justina Doucet  
John Doucet, Executor Home Phone: (512) 894-4098  
 Business Phone: (11) 583-2603  
 Cell Phone: (11) 517-3485

Current Mailing  
 Address: 2300 Gatlin CREEK RD City Dripping State Tx Zip 78620

2. Agent's Name: \_\_\_\_\_ Business Phone: ( ) \_\_\_\_\_  
 (Must be accompanied by letter of authorization from owner) Cell: ( ) \_\_\_\_\_

Current Mailing  
 Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

PROJECT DATA

1. Property ID#: R 22935 (Appears on your Tax Statement) Present Zoning: in ETS

Street Address of Project: 411 High MESA DR. Wimberley, Texas 78676  
 (Note: If you do not have an assigned street address, please call 512-393-2160 Directions to Project)

Subdivision: Camp Site #2 Lot: 130, 154, 155 Block: \_\_\_\_\_ Recorded in Vol. 1 Page 325  
SECTION 3

2. IS PROPERTY IN AN OVERLAY DISTRICT? YES \_\_\_\_\_ NO X UNKNOWN \_\_\_\_\_  
 TYPE OF OVERLAY ZONE(S) (if applicable) \_\_\_\_\_

Project Data (Continued)

3. FLOOD PLAIN (What, if any, flood zone does your property Occupy?): NA

4. WASTEWATER SYSTEM:  Septic; ( ) Aqua Utility; ( ) GBRA  
HAYS COUNTY SEPTIC PERMIT NUMBER (if applicable): \_\_\_\_\_

5. Directions to your Project: River Road to Cedar Oak  
MESA, Rt on Campfire, Rt on High Mesa

Please clearly mark your property so it is easily identifiable.

*Subdivision*

SPECIFIC SECTIONS OF ~~ZONING~~ ORDINANCE NO. 2001-010 FOR WHICH A VARIANCE IS REQUESTED:

154.006 (D)(7)

154.063 (E)

REASON FOR NEED OF VARIANCE (Attach separate sheet if necessary)

SEE COVER LETTER

**ACKNOWLEDGMENT OF EXISTING  
Subdivision Plat Notes, Deed Restrictions Restrictive Covenants  
and/or Zoning Conditional Use Permits**

I, the Applicant herein, have checked the subdivision plat notes, deed restrictions, restrictive covenants and/or zoning conditional use permits prohibiting certain uses and/or requiring certain development restrictions (for example, height, access, screening) on the property for which a variance is now being considered on my behalf.

If a conflict should result with the request I am submitting to the Village of Wimberley due to subdivision plat notes, deed restrictions, restrictive covenants and/or which do not conform with the City ordinances, it will be my responsibility to resolve it. I also acknowledge that I understand the implications of use and/or development restrictions that are a result of subdivision plat notes, deed restrictions, restrictive covenants and/or zoning ordinances.

I understand that if requested, I must provide copies of any and all subdivision plat notes, deed restrictions, restrictive covenants and/or zoning conditional use permit information, which may apply to this property.

Date: 5/13/2010

APPLICANT Estate of Dudley, Justinia Dancy  
SIGNATURE John A. Dancy, Executor

WHEN APPLICABLE:

Date: Immediately

AGENT \_\_\_\_\_  
SIGNATURE \_\_\_\_\_

**SITE INSPECTION AUTHORIZATION**

Applicant/owner, or Applicant's authorized agent, hereby authorizes the Village of Wimberley Board of Adjustment Members and City representatives to visit and inspect the property for which this application is being submitted.

Date: 5/13/2010

APPLICANT Est. of Dudley, Justinia Dancy  
SIGNATURE John A. Dancy, Executor

WHEN APPLICABLE:

Date: \_\_\_\_\_

AGENT \_\_\_\_\_  
SIGNATURE \_\_\_\_\_

SUBMITTAL CHECKLIST

TO ENSURE THAT YOU HAVE COMPLIED WITH THE VARIANCE APPLICATION REQUIREMENTS, REVIEW THE FOLLOWING LIST. GRANTING OF A VARIANCE IS CONDITIONAL ON MEETING THE FOLLOWING REQUIREMENTS:

FAILURE TO COMPLY WITH THE REQUIREMENTS MAY CAUSE A DELAY IN PROCESSING YOUR APPLICATION.

- ( ) Complete "Application Variance"
  - ( ) Provide plat map of property to which variance applies.
  - ( ) Provide names and addresses of property owners within 200 feet of any portion of Applicant's property.
  - ( ) Provide a legal description of the property to which variance applies.
  - ( ) Sign/date Submittal Verification form.
  - ( ) Sign/date Site Inspection Authorization form.
  - ( ) Sign/date Acknowledgement Form.
  - ( ) Pay Variance Fee (this fee is based on the cost of services incurred by the Village of Wimberley in reviewing, processing and recording this variance request).
  - ( ) Applicant agrees to attend the Board of Adjustment Public Hearing.
  - ( ) **I have reviewed the Conditions Required and believe they are met:** (Wimberley Zoning Ordinance No. 2001-010, Section 10) No variance shall be granted without first giving public notice and conducting a public hearing on the variance request in accordance with Section 10.8, and unless the Board of Adjustment makes specific, written findings of fact as follows:
    1. That there are special circumstances or conditions affecting the property involved such that the strict application of the provisions of the Zoning Ordinance would (a) deprive the applicant of the reasonable use of the property; and (b) create an unnecessary hardship in the development of the property; and
    2. That such circumstances and conditions are (a) not self-imposed; (b) not based solely on economic gain or loss; and (c) do not generally affect most properties in the vicinity of the property.
    3. The variance is necessary for the preservation and enjoyment of a substantial property right of the applicant;
-

4. The variance if granted will not: (a) adversely affect the public health, safety or welfare; (b) be contrary to the public interest and (c) be injurious to or adversely affect the orderly use of other property within the area;

5. The property involved is otherwise in compliance with all other applicable Village ordinances, rules and regulations; and

6. The granting of the variance will be in harmony with the spirit and purpose of this ordinance.

**Special Circumstances:**

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**SUBMITTAL VERIFICATION AND/OR WAIVER OF APPEARANCE**

My signature attests to the fact that the attached application package is complete and accurate to the best of my knowledge. I understand that Village review of this Application is dependent upon the accuracy of the information provided and that any inaccurate or inadequate information provided by me, my firm, or agent, may delay the review of the Application.

Date: \_\_\_\_\_ APPLICANT \_\_\_\_\_

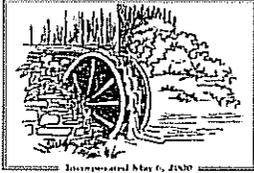
SIGNATURE \_\_\_\_\_

**WHEN APPLICABLE:**

Date: \_\_\_\_\_ AGENT \_\_\_\_\_

SIGNATURE \_\_\_\_\_

# City Council Agenda Form



Date Submitted: May 31, 2010

Agenda Date Requested: June 3, 2010

**Project/Proposal Title:** CONSIDER APPROVAL OF AN ORDINANCE RELATING TO THE COMPOSITION OF THE TRANSPORTATION ADVISORY BOARD AND PARKS AND RECREATION ADVISORY BOARD

**Council Action Requested:**

- Ordinance
- Resolution
- Motion
- Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow City Council to discuss and consider approval of a proposed ordinance changing the composition of the City's Transportation Advisory Board and Parks and Recreation Advisory Board.

Currently, both boards are nine member boards. In the case of the Parks Board, at least five (5) members must reside within the City and no more than four (4) members can be from outside the City limits with no more than two (2) of those being residents outside the city limits and the extraterritorial jurisdiction. As for the Transportation Advisory Board, The Board at least five (5) members must reside within the city limits of Wimberley while the remaining members may be residents of the city or the general vicinity of the city.

The proposed ordinance reduces the membership of both boards to seven members – the same size as most other City boards and commissions. At least four (4) of the members on each board must reside in the City while the other members may be residents of the city or outside the City.

ORDINANCE NO. 2010-\_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 33 (BOARDS AND COMMISSIONS), SUBSECTIONS 33.02(C) (TRANSPORTATION ADVISORY BOARD) AND 33.04(C)(2) (PARKS AND RECREATION BOARD) OF THE CODE OF ORDINANCES OF THE CITY OF WIMBERLEY, TEXAS IN ORDER TO REVISE THE COMPOSITION OF INDIVIDUALS APPOINTED TO THE ABOVE REFERENCED BOARDS; PROVIDING FOR FINDINGS OF FACT, AN EFFECTIVE DATE; PROPER NOTICE AND MEETING, AND SEVERABILITY.**

WHEREAS, the City of Wimberley ("City") is authorized to establish boards and commissions to receive public input and provide recommendations to the City Council; and,

WHEREAS, the City Council strives to consider qualified individuals who represent a broad sampling of the community when appointing members to City boards and commissions; and,

WHEREAS, the City Council finds that the amendment to the terms of the boards referenced in this ordinance will ensure uniformity and will enhance the membership of the City's boards and commissions.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WIMBERLEY, TEXAS:**

**I. FINDINGS OF FACT**

All of the above premises are hereby found to be true and correct legislative and factual findings of the City of Wimberley and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

**II. AMENDMENTS**

A. THAT chapter 33 (Boards and Commissions), subsection 33.02(C) (Transportation Policy Board) of the Code of Ordinances of the City of Wimberley, Texas is hereby amended to read as follows:

*“(C) Composition of Board.*

The Board shall be comprised of 7 registered voters. Four members must reside within the City's corporate limits and no more than 3 members may be residents outside the city limits.”

B. THAT chapter 33 (Boards and Commissions), subsection 33.04(C)(2) (Parks and Recreation Board) of the Code of Ordinances of the City of Wimberley, Texas is hereby amended to read as follows:

*“(C) Composition of Board.*

(2) The Board shall be comprised of 7 registered voters. Four members must reside within the City’s corporate limits and no more than 3 members may be residents of outside the city limits.”

Except as provided herein, of the Code of Ordinances of the City of Wimberley shall remain in full force and effect.

**III. SEVERABILITY**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, and the remainder of this Ordinance shall be enforced as written.

**IV. EFFECTIVE DATE**

This Ordinance shall take effect following its passage and publication as may be required by governing law.

**V. PROPER NOTICE AND 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, Chapter 551 of the Texas Government Code.

**PASSED AND APPROVED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by a \_\_\_\_\_  
(Ayes) \_\_\_\_\_ (Nays) \_\_\_\_\_ (Abstain) vote of the City Council of the City of Wimberley, Texas.

**CITY OF WIMBERLEY**

\_\_\_\_\_  
Bob Flocke, Mayor

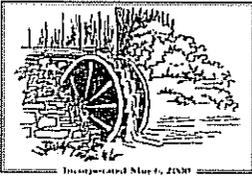
**ATTEST:**

\_\_\_\_\_  
Cara McPartland, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Carolyn J. Crosby, City Attorney

# City Council Agenda Form



Date Submitted: May 31, 2010

Agenda Date Requested: June 3, 2010

**Project/Proposal Title:** CONSIDER POSSIBLE ACTION ON ISSUES RELATING TO THE PROPOSED CLOSURE OF LAS FLORES DRIVE

**Council Action Requested:**

- Ordinance
- Resolution
- Motion
- Discussion

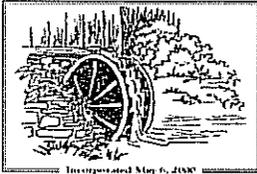
**Project/Proposal Summary:**

This item was placed on the agenda to allow City Council to discuss and consider action on issues relating to the proposed closure of Las Flores Drive.

At the May 20, 2010 City Council meeting, several residents on Las Flores Drive addressed Council regarding their on-going concerns with thru-traffic and speeding vehicles on their street. The residents requested the City consider the installation of speed humps. As an alternative, several members of City Council suggested a mid-block closure of Las Flores Drive at La Buena Vista to eliminate the problem with thru-traffic and to help slow down traffic. City staff was directed to examine the possible closure and report back to Council.

The City Engineer has reviewed the proposal. City staff will report on the finding of his review at the City Council meeting.

# City Council Agenda Form



Date Submitted: May 31, 2010

Agenda Date Requested: June 3, 2010

**Project/Proposal Title:** CONSIDER POSSIBLE ACTION DIRECTING CITY STAFF TO REQUEST TXDOT REDUCE THE SPEED LIMITS ON CERTAIN PORTIONS OF FM 3237, FM 2325 AND RANCH ROAD 12

**Council Action Requested:**

- Ordinance
- Resolution
- Motion
- Discussion

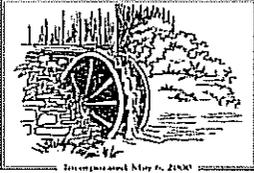
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## Project/Proposal Summary:

This item was placed on the agenda to allow City Council to discuss and consider action directing City staff to request that the Texas Department of Transportation (TxDOT) reduce the speed limits on Ranch Road 12, FM 3237 and FM 2325 coming into the city.

Over the years, several serious accidents have occurred on the above-mentioned roadways. In addition, City staff frequently receives complaints about speeding traffic on these State maintained roadways. The City's Transportation Advisory Board has discussed the issue on several occasions and strongly feels there is a need to request TxDOT conduct the studies necessary to consider reducing the speed limits on the subject roadways.

# City Council Agenda Form



Date Submitted: May 29, 2010

Agenda Date Requested: June 3, 2010

**Project/Proposal Title:** CONSIDER APPROVAL OF A REQUEST FOR *DESIGN WORKSHOP* TO COMPLETE ADDITIONAL SERVICES ASSOCIATED WITH THE DEVELOPMENT OF THE BLUE HOLE REGIONAL PARK

**Council Action Requested:**

- Ordinance
- Resolution
- Motion
- Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow City Council to discuss and consider approval of a request from *Design Workshop* to perform additional services associated with the design and construction of the tennis courts planned for the Blue Hole Regional Park. Specifically, the Colorado-based design firm is seeking authorization to complete construction drawings for the tennis courts and oversee construction of the courts. The estimated cost of the additional services is \$33,000. Funding for the additional services will come from the Hays County grant awarded to the City of Wimberley for development of the park.

The request for the additional services follows the recent discovery that the United States Tennis Association (USTA) will not be preparing the appropriate construction drawings for the project as originally thought.

City staff recommends City Council authorize *Design Workshop* to complete the additional services at a cost, for labor and materials, not to exceed \$33,000.

Design Workshop, Inc.  
Landscape Architecture  
Land Planning  
Urban Design  
Strategic Services

May 26, 2010

Mr. Don Ferguson  
City Administrator  
Wimberley, Texas

Additional Services for: Tennis Courts and Associated Improvement Construction Drawings and Construction Observation.

801 Congress Avenue  
Suite 330  
Austin, Texas 78701  
512.499.0222

Add Service Number: 001

Dear Don:

Last week, we held a conference call with Bob Kerrigan to discuss the proposed tennis court facilities at Blue Hole Regional Park. During this discussion, it was confirmed that USTA is not preparing the appropriate construction drawings for the project and therefore, this scope would need to be picked up by the Design Workshop team.

This letter is a request for approval to complete Additional Services associated with Blue Hole Regional Park in Wimberley, Texas. This additional service would be to provide complete construction drawings and construction observation for the tennis courts facilities. It is our understanding that the facilities will include six tennis courts, one practice court, a 400-500 square foot storage facility (which will include electricity and water), and full cut off lights for the tennis courts. Based on these program assumptions, we understand that the following services will be required.

- Complete construction drawings for the tennis courts and practice court, which will include structural design for the court slab, final court layout and surface plan, fence design (including structural footings for wind loads), tennis net and post design/engineering, seating, and tennis court lighting (including selection of lights, light pole design, electrical design). This work requires landscape architecture, structural engineering and electrical engineering.
- Complete construction drawings for the tennis association service and storage shed. This will include architectural design to match the character of the overall project, structural design for walls, footing and roof system, mechanical and electrical design for the electrical (building lighting/outlets) and water (water spigots and drinking fountain). This work requires architecture, landscape architecture, structural engineering and mechanical/electrical engineering.
- Three site visits during construction, to ensure that the quality of the construction meets or exceeds the code as well as the design intent of the drawings. We will also respond to applicable RFI's and prepare a final punchlist.

**DESIGNWORKSHOP**

Asheville  
Aspen  
Denver  
Lake Tahoe  
Phoenix  
Salt Lake City

By signing this letter, you are authorizing Design Workshop, Inc. to commence services immediately for a fee of \$32,500 (labor) and \$500 (expense), for a total of \$33,000.

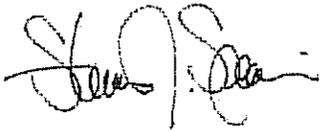
The contract conditions of existing agreement shall be binding on these additional services unless modified herein. The following is a summary of the fees associated with this effort.

Original Contract Amount:	\$302,600
Additional Services Amount:	\$33,000
Total New Contract Amount:	\$335,600

Please call me at 499.0222 or on my cell phone (970.948.4409) if you have any questions regarding this request for additional services.

Sincerely,

DESIGN WORKSHOP, INC.



Steven Spears, RLA  
Principal

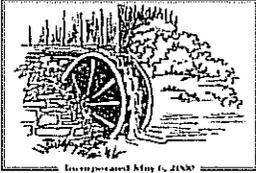
APPROVED BY CLIENT:

By:                      Date:

Title:

**DESIGNWORKSHOP**

# City Council Agenda Form



Date Submitted: May 31, 2010

Agenda Date Requested: June 3, 2010

**Project/Proposal Title:** CONSIDER APPROVAL OF THE SCHEMATIC DESIGN FOR A CITY PARK ON A 0.158 ACRE TRACT OF LAND AT FM 2325 AND RR 12

**Council Action Requested:**

- Ordinance
- Resolution
- Motion
- Discussion

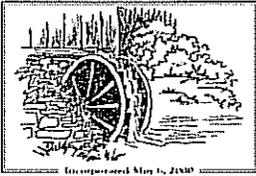
**Project/Proposal Summary:**

This item was placed on the agenda to allow City Council to consider approval of the schematic design for the development of a City park on a 0.158 acre tract of land located at the intersection of FM 2325 and Ranch Road 12. The subject property was recently donated to the City of Wimberley by the Pedernales Electric Cooperative (PEC) with the condition that it will serve a public purpose.

In February 2010, representatives of the City's so-called *PEC Triangle Development Task Force* briefed City Council on a proposed plan to develop the small vacant tract of land. The proposed development plan presented to City Council included extensive tree planting and landscaping, sitting benches, walking paths and possibly a sculpture and arbor. Funding for the development of the park is proposed to come, in large part, from donations. The plan was referred to the City Parks and Recreation Advisory Board for review and recommendation.

On May 19, 2010, the Parks and Recreation Advisory Board met and reviewed the plan. Afterwards, the Board voted unanimously to recommend City Council formally approve the schematic design for the proposed park.

# City Council Agenda Form



Date Submitted: May 29, 2010

Agenda Date Requested: June 3, 2010

**Project/Proposal Title:** CONSIDER ACTION  
RELATING TO THE DEVELOPMENT OF AN  
ORDINANCE REGULATING OUTDOOR BURNING

**Council Action Requested:**

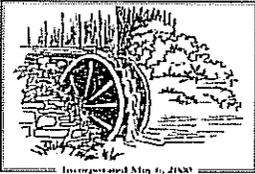
- Ordinance
- Resolution
- Motion
- Discussion

---

**Project/Proposal Summary:**

This item was placed on the agenda to allow City Council to consider action relating to the development of an ordinance regulating outdoor burning within the City limits of the City of Wimberley.

# City Council Agenda Form



Date Submitted: May 29, 2010

Agenda Date Requested: June 3, 2010

Project/Proposal Title: CONSIDER ACTION  
RELATING TO THE DEVELOPMENT OF AN  
ORDINANCE REGULATING THE CLEARING OF LOTS  
IN THE CITY

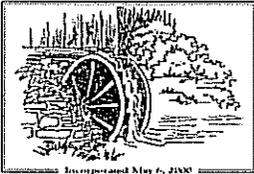
Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

**Project/Proposal Summary:**

This item was placed on the agenda by Place Four Council Member Steve Thurber to allow City Council to consider action relating to the development of an ordinance regulating the clearing of lots within the City limits of the City of Wimberley.

# City Council Agenda Form



Date Submitted: May 31, 2010

Agenda Date Requested: June 3, 2010

**Project/Proposal Title:** CONSIDER ACTION AMENDING THE WIMBERLEY COMMUNITY CENTER POLICIES AND PROCEDURES RELATING TO THE USE OF THE FACILITY'S PARKING LOT

**Council Action Requested:**

- Ordinance
- Resolution
- Motion
- Discussion

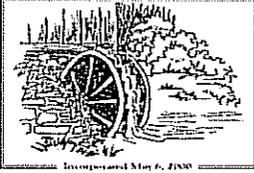
**Project/Proposal Summary:**

This item was placed on the agenda to allow City Council to consider action amending the *Wimberley Community Center Policies and Procedures* ("Manual") relating to the use of the facility's parking lot.

From time to time, the City encounters issues with vehicles parked in flower beds or blocking walkways on the grounds of the Community Center. Currently, there is no provision regulating vehicle parking in the Manual.

On May 19, 2010, the Parks and Recreation Advisory Board met to discuss the issue. Afterwards, the Board voted unanimously to recommend City Council approve an amendment to the Manual requiring that all vehicles and equipment utilizing the facility parking lot to be properly parked in designated parking areas and not in landscaped areas and/or blocking any walkways.

# City Council Agenda Form



Date Submitted: May 29, 2010

Agenda Date Requested: June 3, 2010

**Project/Proposal Title:** DESIGNATE NEW  
BANK SIGNATORIES FOR THE CITY OF WIMBERLEY

**Funds Required:**  
**Funds Available:**

**Council Action Requested:**

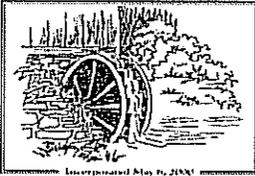
- Ordinance
- Resolution
- Motion
- Discussion

---

**Project/Proposal Summary:**

This item was placed on the agenda to designate Mayor Bob Flocke, Mayor Pro-tem Charles Roccaforte and City Administrator Don Ferguson as authorized signatories on the City of Wimberley depository bank account. If approved, Mayor Flocke would replace Tom Haley as a signatory.

# City Council Agenda Form



Date Submitted: May 29, 2010

Agenda Date Requested: June 3, 2010

**Project/Proposal Title:** CONSIDER A NEW LEASE AGREEMENT FOR STORAGE SPACE FOR THE CITY OF WIMBERLEY

**Funds Required:**  
**Funds Available:**

**Council Action Requested:**

- Ordinance
- Resolution
- Motion
- Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow City Council to consider approval of a new commercial lease agreement for the City storage space located behind the Plaza Del Sol Shopping Center on Ranch Road 12. The proposed agreement incorporates the terms of the previous lease agreement for the existing space and includes no increase in the City's monthly lease payment of \$525. The new agreement is retroactive to November 1, 2009 and replaces the City's 2009 Lease Agreement. The term of the new agreement is for 12 months ending October 31, 2010.



TEXAS ASSOCIATION OF REALTORS®  
**COMMERCIAL LEASE**

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**ADDENDA & EXHIBITS (check all that apply)**

- Exhibit \_\_\_\_\_
- Exhibit \_\_\_\_\_
- Commercial Lease Addendum for Broker's Fee
- Commercial Lease Expense Reimbursement Addendum
- Commercial Lease Addendum for Extension Option
- Commercial Lease Addendum for Percentage Rent
- Commercial Lease Parking Addendum
- Commercial Landlord's Rules and Regulations
- Commercial Lease Guaranty
- Commercial Lease Right of First Refusal Addendum
- Commercial Lease Addendum for Optional Space
- Commercial Leasehold Construction Addendum
- \_\_\_\_\_
- \_\_\_\_\_

(TAR-2101) 5-26-06      Initialed for Identification by Tenant: \_\_\_\_\_, \_\_\_\_\_, and Landlord: \_\_\_\_\_, \_\_\_\_\_



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COMMERCIAL LEASE

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1. PARTIES: The parties to this lease are:

Tenant: Village of Wimberley
12111 Ranch Rd. 12, Suite B-204, Wimberley, TX 78676 ; and
Landlord: Todd Routh
P.O. Box 204391, Austin, TX 78720-0173

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

[X] (1) Multiple-Tenant Property: Suite or Unit Number B-204 containing approximately 960 square feet of rentable area in Plaza Del Sol (project name) at 12111 RR 12, Suite B-204 (address) in Wimberley (city), Hays (county), Texas, which is legally described on attached Exhibit or as follows:

[ ] (2) Single-Tenant Property: The real property at: (address) in (city), (county), Texas, which is legally described on attached Exhibit or as follows:

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
(2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property.

3. TERM:

A. Term: The term of this lease is 12 months and 0 days, commencing on November 1, 2009 (Commencement Date) and ending on October 31, 2010 (Expiration Date).

- B. **Delay of Occupancy:** If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.
- C. Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

**4. RENT AND EXPENSES:**

- A. **Base Monthly Rent:** On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit 525.00 or as follows:

from <u>November 1, 2009</u>	to <u>October 31, 2010</u>	:	\$ <u>525.00</u>	:
from _____	to _____	:	\$ _____	:
from _____	to _____	:	\$ _____	:
from _____	to _____	:	\$ _____	:
from _____	to _____	:	\$ _____	:

- B. **First Full Month's Rent:** The first full base monthly rent is due on or before November 1, 2009

- C. **Prorated Rent:** If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

- D. **Additional Rent:** In addition to the base monthly rent and prorated rent, Tenant will pay Landlord all other amounts, as provided by the attached (*Check all that apply.*):

- (1) Commercial Expense Reimbursement Addendum
- (2) Commercial Percentage Rent Addendum
- (3) Commercial Parking Addendum
- (4) \_\_\_\_\_

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

- E. **Place of Payment:** Tenant will remit all amounts due Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: Todd Routh

Address: Todd Routh C/O Wells Fargo Bank P.O. Box 260173 Dallas TX  
75326-0173

- F. **Method of Payment:** Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after

providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 5% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

H. Returned Checks: Tenant will pay \$ 25.00 (not to exceed \$25) for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

A. Upon execution of this lease, Tenant will pay \$ ----- to Landlord as a security deposit.

B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.

C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
(1) Water	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Trash	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) All other utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. **After-Hours HVAC Charges:** "HVAC services" means heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

(1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

(2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ \_\_\_\_\_ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

(3) Tenant will pay for the HVAC services under this lease.

**8. INSURANCE:**

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:

(1) public liability insurance in an amount not less than \$1,000,000.00 on an occurrence basis naming Landlord as an additional insured; and

(2) personal property damage insurance for Tenant's business operations and contents on the leased premises in an amount sufficient to replace such contents after a casualty loss.

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:

(1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or

(2) exercise Landlord's remedies under Paragraph 20.

D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.

E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

**9. USE AND HOURS:**

A. Tenant may use the leased premises for the following purpose and no other: Storage

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (*specify hours, days of week, and if inclusive or exclusive of weekends and holidays*): Any

**10. LEGAL COMPLIANCE:**

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
  - (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
  - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
  - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
  - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
  - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
  - (6) the permanent or temporary storage of any hazardous material; or
  - (7) \_\_\_\_\_
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

**11. SIGNS:**

- A. Tenant may not post or paint any signs at, on, or about the leased premises or Property without Landlord's written consent. Landlord may remove any unauthorized sign, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs that were placed on the Property or leased premises by or at the request of Tenant. Any signs that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

**12. ACCESS BY LANDLORD:**

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 30 days of this lease, Landlord may place a "For Lease" or similarly worded sign in the leased premises.

**13. MOVE-IN CONDITION:** Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.**14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:**

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

**15. MAINTENANCE AND REPAIRS:**

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles.  Landlord  Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.
- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The

specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, roof, and other structural components	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Glass and windows	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Fire protection equipment and fire sprinkler systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Exterior & overhead doors, including closure devices, molding locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Grounds maintenance, including landscaping and irrigation systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(6) Interior doors, including closure devices, frames, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Parking areas and walks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(8) Plumbing systems, drainage systems, electrical systems, and mechanical systems, except systems or items specifically designated otherwise	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) Ballast and lamp replacement	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) Heating, Ventilation and Air Conditioning (HVAC) systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(11) Signs and lighting:			
(a) Pylon	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Facia	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Monument	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Door/Suite	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) Extermination and pest control, excluding wood-destroying insects	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(13) Fences and Gates	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(14) Storage yards and storage buildings	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(15) Wood-destroying insect treatment and repairs	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(16) Cranes and related systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(17) _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(18) _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(19) All other items and systems.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(10), Tenant  is  is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and charge Tenant the expense of such a maintenance and service contract or exercise Landlord's remedies under Paragraph 20.

F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and restrictions. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.

- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

**16. ALTERATIONS:**

- A. Tenant may not alter, improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.
17. **LIENS**: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

**18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:**

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;
- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

**19. INDEMNITY: Each party will indemnify and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.****20. DEFAULT:**

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.

- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may: (i) terminate Tenant's right to occupy the leased premises by providing Tenant with at least 3 days written notice; and (ii) accelerate all rents which are payable during the remainder of this lease or any renewal period without notice or demand. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
- (1) any lost rent;
  - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
  - (3) repairs to the leased premises for use beyond normal wear and tear;
  - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
  - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
  - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
  - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
  - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property;
  - (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. **ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:** Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.
22. **HOLDOVER:** If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 2 times the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.
23. **LANDLORD'S LIEN AND SECURITY INTEREST:** To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a copy of this lease as a financing statement.
24. **ASSIGNMENT AND SUBLETTING:** Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

**25. RELOCATION:**

- A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

**26. SUBORDINATION:**

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
- (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
  - (2) all advances made under any such lien, encumbrance, or ground lease;
  - (3) the interest payable on any such lien or encumbrance;
  - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
  - (5) any restrictive covenant affecting the leased premises or the Property; and
  - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

**27. ESTOPPEL CERTIFICATES:** Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

**28. CASUALTY LOSS:**

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.

E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. **CONDEMNATION:** If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. **ATTORNEY'S FEES:** Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. **REPRESENTATIONS:**

A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.

B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. **BROKERS:**

A. The brokers to this lease are:

<u>N/A</u>		<u>N/A</u>	
Cooperating Broker	License No.	Principal Broker	License No.
_____		_____	
Address		Address	
_____		_____	
Phone	Fax	Phone	Fax
_____	_____	_____	_____
E-mail		E-mail	
_____		_____	

Cooperating Broker represents Tenant.

Principal Broker: *(Check only one box)*  
 represents Landlord only.  
 represents Tenant only.  
 is an intermediary between Landlord and Tenant.

B. Fees:

- (1) Principal Broker's fee will be paid according to: *(Check only one box)*.
  - (a) a separate written commission agreement between Principal Broker and:
    - Landlord  Tenant.
  - (b) the attached Addendum for Broker's Fee.
- (2) Cooperating Broker's fee will be paid according to: *(Check only one box)*.
  - (a) a separate written commission agreement between Cooperating Broker and:
    - Principal Broker  Landlord  Tenant.
  - (b) the attached Addendum for Broker's Fee.

33. **ADDENDA:** Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. **NOTICES:** All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Tenant at the leased premises,  
 and a copy to: Village of Wimberley  
 Address: 12111 RR 12, Suite B-204, Wimberley, TX 78676  
 Phone: (512) 847-0025 Fax: \_\_\_\_\_

Tenant also consents to receive notices by e-mail at: \_\_\_\_\_

Landlord at: Todd Routh  
 Address: P.O. Box 204391, Austin, TX 75326-0173  
 Phone: (512) 452-8633 Fax: (512) 452-2622

and a copy to: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Landlord also consents to receive notices by e-mail at: Todd26r@yahoo.com

35. **SPECIAL PROVISIONS:**

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.
- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

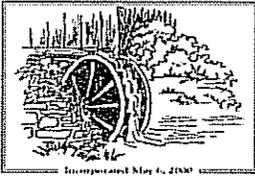
Village of Wimberley  
 Tenant  
 By \_\_\_\_\_ Date  
 Printed Name \_\_\_\_\_  
 Title Mayor

Todd Routh  
 Landlord  
 By \_\_\_\_\_ Date  
 Printed Name Todd Routh  
 Title Managing Partner

\_\_\_\_\_  
 Tenant  
 By \_\_\_\_\_ Date  
 Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_

\_\_\_\_\_  
 Landlord  
 By \_\_\_\_\_ Date  
 Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_

# City Council Agenda Form



Date Submitted: May 31, 2010

Agenda Date Requested: June 3, 2010

**Project/Proposal Title:** CONSIDER POSSIBLE CHANGES TO THE CITY REQUIREMENTS RELATING TO NON-COMMERCIAL LIVESTOCK

**Council Action Requested:**

- Ordinance
- Resolution
- Motion
- Discussion

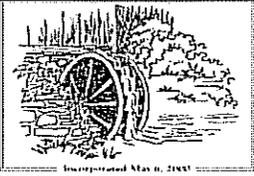
**Project/Proposal Summary:**

This item was placed on the agenda to allow City Council to discuss and consider action on the City's requirements relating to non-commercial livestock, specifically miniature horses.

Currently, City Code does not allow non-commercial livestock on residentially zoned properties unless the properties are at least two (2) acres in size. Non-commercial livestock is an agricultural animal fed or kept for personal use and for agriculturally related projects by the owner or occupant of the premises. The Code defines agricultural animals as livestock and poultry, including but not limited to the following domesticated animals: cattle, horses, sheep, goats, asses, mules, swine, chickens, turkeys, ducks, geese, and guinea fowl.

At the May 20, 2010 City Council meeting, local resident Sara Dishman requested City Council consider possible changes to the Code so as to allow miniature horses to be kept on property in the city less than two (2) acres in size. The resident contends miniature horses are smaller than some dogs and are considered to be therapy animals. Ms. Dishman owns a miniature horse that was the recent subject of a City enforcement action after neighbors complained about keeping the horse in their residential neighborhood.

# City Council Agenda Form



**Date Submitted:** May 31, 2010

**Agenda Date Requested:** June 3, 2010

**Project/Proposal Title:** CITY COUNCIL REPORTS

**Funds Required:**

**Funds Available:**

**Council Action Requested:**

- Ordinance
- Resolution
- Motion
- Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow for reports to be presented by the Mayor and members of City Council and for future agenda item requests.