

# City of Wimberley

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

**REGULAR CITY COUNCIL MEETING**  
**WIMBERLEY CITY HALL-CITY COUNCIL CHAMBERS**  
**12111 RANCH ROAD 12, WIMBERLEY, TEXAS**  
**APRIL 1, 2010 6:00 P.M.**

## **AGENDA**

**CALL TO ORDER:** APRIL 1, 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 MARCH 18, 2010

### **2. PRESENTATIONS**

- (A) PRESENTATION OF THE PEDERNALES ELECTRIC COOPERATIVE (PEC) QUARTERLY ACTIVITIES REPORT. (CELE DELEON, PEC)
- (B) PRESENTATION BY REPRESENTATIVES OF TEXAS DISPOSAL SYSTEMS REGARDING A PROPOSAL TO ENHANCE THE RECYCLING SERVICES OFFERED TO SOLID WASTE CUSTOMERS IN THE CITY OF WIMBERLEY. (RYAN BEARD, TEXAS DISPOSAL SYSTEMS)

3. **CITY ADMINISTRATOR REPORT**

- STATUS REPORT ON THE EFFORTS UNDERWAY TO SECURE FEDERAL FUNDING FOR THE DOWNTOWN WASTEWATER PROJECT
- STATUS REPORT ON THE PREPARATIONS FOR THE UPCOMING MAY 8, 2010 CITY OF WIMBERLEY GENERAL ELECTION
- STATUS REPORT ON THE ACQUISITION OF A NEW CITY HALL AND PREPARATIONS TO MOVE INTO THE NEW FACILITY
- STATUS REPORT ON THE DEVELOPMENT OF STANDARDS FOR REQUIRED BUFFERS BETWEEN COMMERCIAL AND RESIDENTIAL PROPERTIES

4. **PUBLIC HEARING AND POSSIBLE ACTION**

- (A) HOLD A PUBLIC HEARING AND CONSIDER APPROVAL OF AN ORDINANCE OF THE CITY OF WIMBERLEY, AMENDING SECTION 155 (ZONING), APPENDIX F, OF THE CODE OF WIMBERLEY, DESIGNATING GEOGRAPHIC BOUNDARIES FOR A PARTICULAR ZONING DISTRICT AND CLASSIFICATION FOR UN-ZONED REAL PROPERTY LOCATED ALONG AND/OR NEAR RANCH ROAD 12, COUNTY ROAD 1492, SPOKE HOLLOW ROAD, RIVER ROAD, STILLWATER STREET, SOUTHRIVER ROAD, HILL COUNTRY TRAIL, LEATH HOLLOW DRIVE, RIDGE ROAD, BARBER DRIVE, RIM ROAD, RIVER BEND ROAD, CLIMBING WAY, LITTLE RANCHES ROAD, CHAPARRAL DRIVE, WAYSIDE DRIVE AND FLITE ACRES ROAD IN WIMBERLEY, HAYS COUNTY, TEXAS, AND FURTHER DESCRIBED AND SHOWN ON THE EXHIBITS ATTACHED TO THIS ORDINANCE; AND DESIGNATING THE INITIAL ZONING FOR EACH TRACT FROM UN-ZONED TO EITHER RESIDENTIAL ACREAGE (RA), RURAL RESIDENTIAL 1 (R-1), SINGLE FAMILY RESIDENTIAL 2 (R-2), SINGLE FAMILY RESIDENTIAL 3 (R-3), SCENIC CORRIDOR (SC), COMMERCIAL – LOW IMPACT (C-1) AND PUBLIC PROTECTION UTILITY (PPU) AS SHOWN ON THE ATTACHED ZONING MAP; AND PROVIDING FOR THE FOLLOWING: DELINEATION ON ZONING MAP; SEVERABILITY; EFFECTIVE DATE AND PROPER NOTICE AND MEETING. *(CITY OF WIMBERLEY, APPLICANT)*
- (B) AN ORDINANCE OF THE CITY OF WIMBERLEY, AMENDING SECTION 155 (ZONING), APPENDIX F, OF THE CODE OF WIMBERLEY, DESIGNATING GEOGRAPHIC BOUNDARIES FOR A PARTICULAR ZONING DISTRICT AND CLASSIFICATION FOR UN-ZONED REAL PROPERTY LOCATED AT OR NEAR THE INTERSECTION OF RANCH ROAD 12 AND FM 32 IN WIMBERLEY, HAYS COUNTY, TEXAS, AND FURTHER DESCRIBED AND SHOWN ON THE EXHIBITS ATTACHED TO THIS ORDINANCE; AND DESIGNATING THE INITIAL ZONING FOR EACH TRACT FROM UN-ZONED TO EITHER COMMERCIAL-LOW IMPACT (C-1), COMMERCIAL-MODERATE IMPACT (C-2), HIGHWAY COMMERCIAL (HC) AND PUBLIC FACILITIES (PF) AS SHOWN ON THE ATTACHED ZONING MAP; AND PROVIDING FOR THE FOLLOWING: DELINEATION ON ZONING MAP; SEVERABILITY; EFFECTIVE DATE AND PROPER NOTICE AND MEETING. *(CITY OF WIMBERLEY, APPLICANT)*

5. **DISCUSSION AND POSSIBLE ACTION**

- (A) DISCUSS AND CONSIDER POSSIBLE APPROVAL OF AN EASEMENT AGREEMENT WITH AQUA UTILITIES, INC. D/B/A AQUA TEXAS, INC. ESTABLISHING A WASTEWATER UTILITY EASEMENT ON LOT 2 OF THE WIMBERLEY COMMUNITY CENTER SUBDIVISION. *(CITY ADMINISTRATOR)*

- (B) DISCUSS AND CONSIDER POSSIBLE APPROVAL OF RECOMMENDATIONS REGARDING THE WASTEWATER COLLECTION AND TREATMENT OPTIONS AVAILABLE FOR THE WIMBERLEY WASTEWATER PROJECT AND THE OPTIONS AVAILABLE FOR PAYMENT OF THE LIVING UNIT EQUIVALENT (LUE) FEES ASSOCIATED WITH THE PROJECT. *(WIMBERLEY WATER WASTEWATER ADVISORY BOARD)*
- (C) DISCUSS AND CONSIDER POSSIBLE ACTION PROVIDING CITY STAFF WITH DIRECTION REGARDING THE AVAILABLE OPTIONS FOR SECURING A FUTURE CONTRACTOR TO PROVIDE SOLID WASTE SERVICES FOR THE CITY OF WIMBERLEY AT THE CONCLUSION OF THE CITY'S EXISTING SOLID WASTE SERVICE AGREEMENT WITH TEXAS DISPOSAL SYSTEMS. *(CITY ADMINISTRATOR)*
- (D) DISCUSS AND CONSIDER POSSIBLE ACTION SETTING THE DATE FOR A CITY COUNCIL WORKSHOP TO CONSIDER POSSIBLE ALTERNATIVES FOR FUNDING FUTURE CITY OPERATIONS. *(PLACE THREE COUNCIL MEMBER BILL APPLEMAN)*
- (E) DISCUSS AND CONSIDER POSSIBLE APPROVAL OF A REQUEST TO PROVIDE TEN (10) DAILY ADMISSION PASSES AT NO COST TO THE WIMBERLEY VILLAGE LIBRARY FOR USE AS PRIZES IN THE 2010 SUMMER READING PROGRAM. *(CITY ADMINISTRATOR)*
- (F) DISCUSS AND CONSIDER POSSIBLE ACTION SETTING THE DATE FOR A VOLUNTEER APPRECIATION EVENT TO RECOGNIZE MEMBERS OF THE CITY'S VARIOUS BOARDS AND COMMISSIONS AND OTHERS WHO HAVE VOLUNTEERED TIME TO ASSIST THE CITY OF WIMBERLEY. *(PLACE FOUR COUNCIL MEMBER STEVE THURBER)*

## 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.

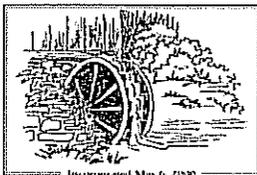
## CERTIFICATION

I hereby certify the above Notice of Meeting was posted on the Bulletin Board at the Wimberley City Hall on March 29, 2010 at 5:00 p.m.

  
\_\_\_\_\_  
CARA MC PARTLAND, 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: March 29, 2010

Agenda Date Requested: April 1, 2010

**Project/Proposal Title:** APPROVAL OF MARCH  
18, 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 March 18, 2010 Regular City Council Meeting for review and consideration.

**City of Wimberley**  
City Hall, 12111 Ranch Road 12, Ste. 114  
Wimberley, Texas 78676  
**Minutes of Regular Meeting of City Council**  
March 18, 2010 at 6:30 p.m.

City Council meeting called to order at 6:31 p.m. by Mayor Tom Haley.

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

Councilmembers Present: Mayor Haley and Councilmembers Charles Roccaforte, Bill Appleman, Steve Thurber, and John White. Councilmember Bob Flocke had an excused absence.

Staff Present: City Administrator Don Ferguson and City Secretary Cara McPartland.

### **Citizens Communications**

No citizens communications were heard.

#### **1. Consent Agenda**

- A. Approval of the minutes of the regular City Council meeting of March 4, 2010
- B. Approval of the minutes of the special City Council meeting of March 4, 2010
- C. Approval of February 2010 City of Wimberley Financial Statements

Councilmember Thurber moved to approve all Consent Agenda items as presented. Councilmember White seconded. Motion carried on a vote of 4-0.

#### **2. City Administrator Report**

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

City Administrator Ferguson reported that a public hearing/meeting on the environmental report is scheduled for Tuesday, April 13, 2010 at 6:00 pm. at the Wimberley Community Center. He reported that the Water Wastewater Advisory Board will be presenting its recommendations regarding treatment/financing options to Council on April 1, 2010.

- Status report on the Ranch Road 12 landscaping project

City Administrator Ferguson reported on the history/scope of this project and provided details on specific landscaping features, including stonework, terracing, and irrigation. He anticipated Texas

Department of Transportation's completion of this beautification project in approximately sixty (60) to ninety (90) days.

- Status report on the development of the Hays County Strategic Plan

City Administrator Ferguson reported on the rescheduling of a Hays County strategic planning meeting for Friday, April 16, 2010 from 11 a.m. to 1 p.m. He advised that an agenda can be posted should a quorum of Council members wish to attend. He stated that the draft plan has been emailed to Council and will also be available for viewing on the City's website.

- Status report on activities of the Wimberley Mayor's Fitness Council

City Administrator Ferguson provided details on the Wimberley *Spring Walk* event sponsored by the Mayor's Fitness Council and the New Braunfels Marsch-und Wandergruppe, which is scheduled for March 20-21, 2010. He invited Council to participate in the Mayor's Fitness Council's monthly "moon" walks.

- Status report on the low water crossings over the Blanco River

City Administrator Ferguson displayed photos of damages to gates at the Little Arkansas and Hidden Valley low water crossings and noted repair costs. Discussion addressed alternate types of gates and security measures to prevent future damages from vehicles ramming through closed gates.

- Status report on preparations for the upcoming May 8, 2010 City of Wimberley General Election

City Administrator Ferguson reported on the deadline for voter registration, the schedule/location for voting/early voting, and general election information available on the City's website. He noted that the Department of Justice preclearance process for the May 8, 2010 General Election is underway.

- Status report on the request for an Attorney General opinion regarding the City's authority to impose and enforce a non-Point source pollution ordinance within its Extraterritorial Jurisdiction (ETJ)

City Administrator Ferguson reported on receipt of a favorable Attorney General opinion clarifying the City's authority to enforce non-point source pollution regulations in its ETJ. He anticipated bringing a draft non-point source pollution ordinance to Council for consideration in the next sixty (60) to ninety (90) days.

### **3. Public Hearing and Possible Action**

Hold a public hearing and consider approval of an ordinance of the City of Wimberley, amending Section 155 (Zoning), Appendix F, of the Code of Wimberley, designating

geographic boundaries for a particular zoning district and classification for un-zoned real property located within the FM 3237 Corridor with frontage on Old Kyle Road, FM 3237, Blue Hole Lane, Flite Acres Road, Lomax Lane, Rocky Springs Road, Box Canyon Road, Masonic Lodge Road and Buttercup Lane in Wimberley, Hays County, Texas, and further described and shown on the exhibits attached to this ordinance; and designating the initial zoning for each tract from un-zoned to either Residential Acreage (RA), Single Family Residential 2 (R-2), Scenic Corridor (SC), Participant Recreation – Low Impact (PR-1), and Commercial – Low Impact (C-1), as shown on the attached zoning map, and providing for the following: delineation on zoning map; severability; effective date and proper notice and meeting. (*City of Wimberley, Applicant*)

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

City Administrator Ferguson detailed the report/maps for City Initiated Zoning Case ZA-09-010 and noted that none of the affected property owners requested a zoning designation different from that recommended by City staff. He advised of Planning and Zoning Commission's unanimous recommendation for approval on March 11, 2010.

No public comments were heard.

In response to Councilmember White, City Administrator Ferguson advised that the Wimberley Cemetery is zoned Public Facilities (PF).

Councilmember Thurber moved to approve the item as presented. Councilmember Roccaforte seconded. Motion carried on a vote of 3-0 (Councilmember Appleman recused; Councilmember Flocke absent).

Councilmember Appleman rejoined the meeting at this time.

#### **4. Discussion and Possible Action**

- A. Discuss and consider authorizing *Design Workshop* to complete a habitat assessment as an additional service relating to the development of the Blue Hole Regional Park at a cost not to exceed \$23,750. (*City Administrator*)

City Administrator Ferguson reported that *Design Workshop* is seeking authorization to complete a habitat assessment required by Texas Parks and Wildlife Department (TPWD) for eighteen (18) species of concern, at an estimated cost of up to \$23,750.

Discussion established that costs for this additional service will be paid entirely from TPWD grant funds. City Administrator Ferguson advised that the list of species of concern is available for Council to review.

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

B. Discuss and consider action establishing user fees for the 2010 operating season at the Blue Hole Regional Park. (*Parks Advisory Board*)

City Administrator Ferguson reported on the Parks Advisory Board's proposal for 2010 user fees (*attached to these minutes*) as compared with 2009 user fees. Changes included a \$1 increase in daily adult (aged 13-59) fees from \$6 to \$7, a \$15 increase in season passes from \$25 to \$40, and a \$1 increase in the bulk (50+ tickets) purchase rate from \$2.50 to \$3.50. Reservation rates for all groups were increased in the amount of \$25.

Discussion included reasoning for staff and Parks Board recommendations and Council's concerns over the negative impact of park reservations on daily use of the park, particularly by those who may have traveled from out of town to find the park closed for reserved use. Discussion addressed the possibility of creating a 10-punch pass in the future, potential problems with managing use of a 10-punch or family pass, reducing the threshold for bulk rate purchases, balancing the need for revenue to sustain operations while maintaining affordability, and measures taken to mitigate the impact of reservations on daily use until the park is fully developed to accommodate both types of uses. Various scenarios were discussed illustrating problems associated with dual use of the park through daily admissions and park reservations.

As a lodging owner who has purchased bulk tickets, Councilmember Appleman expressed concern over disappointment expressed by guests who arrive to find the park partially or entirely dedicated for reserved use. Councilmember Appleman expressed adamant opposition to selling group/season passes and then closing off the park for reserved group use during normal operating hours. Discussion addressed rationale for the Parks Board's recommendation to impose time limitations on reservations until such time that the park is fully developed to provide separate areas for daily versus reserved uses. Past problems with reservations, public notification of reserved times, sharing of the park among all users, and possible return policy for unused tickets/passes were noted. Park development/construction timelines were outlined.

Discussion acknowledged Councilmember Appleman's concerns and general agreement was reached to approve the 2010 Fee Schedule as proposed by the Parks Advisory Board, with the exception of park reservations, which would not be allowed during regular operating hours. It was clarified that reservations can only be made before or after regular hours during the park's operating season or during the park's off-season period.

Councilmember Appleman moved to approve the 2010 Fee Schedule as proposed by the Parks Advisory Board, with the exceptions noted above related to reservations. Councilmember Roccaforte seconded.

City Administrator Ferguson asked whether Council desired to reduce the threshold for discounted bulk ticket purchases from 50 or more tickets to 20 or more tickets. Councilmember Appleman

amended his motion to include reducing the threshold for the discounted bulk purchase rate from 50 or more tickets to 20 or more tickets. Councilmember Roccaforte accepted Councilmember Appleman's amendment to the motion.

Mayor Haley called for a vote on the amendment to the motion requiring a minimum purchase of 20 or more tickets in order to receive the discounted bulk rate. Motion carried on a vote of 4-0.

Mayor Haley called for a vote on the original motion to approve the 2010 Fee Schedule as proposed by the Parks Advisory Board, with the exception of park reservations, which would not be allowed during regular operating hours, with reservations only allowed before or after regular hours during the park's operating season or during the park's off-season period. Motion carried on a vote of 4-0.

C. Discuss and consider approval of a proposed implementation plan for the Fiscal Year 2010 Wimberley Transportation Priority Projects. (*City Administrator*)

City Administrator Ferguson reviewed the prioritization process to date and analysis resulting in the recommended implementation plan, which includes:

- Palos Verdes Drive reconstruction/overlay from La Pais to Ranch Road 12 at an estimated cost of \$68,428
- La Pais reconstruction from Palos Verdes Drive to La Buena Vista at an estimated cost of \$35,005
- Las Flores Drive reconstruction from FM 2325 to La Buena Vista at an estimated cost of \$130,103

City Administrator Ferguson noted the total estimated costs for these projects at \$233,536, with \$25,000 set aside separately for future sidewalk improvements. He outlined the bid process and estimated timeframe for project completion, once contract(s) are awarded. Discussion established that cost estimates include all engineering fees/surveys.

Councilmember White moved to approve the item as presented. Councilmember Appleman seconded. Motion carried on a vote of 4-0.

D. Discuss and consider approval of proposed remodeling plans for the future Wimberley City Hall to be located at 211 Stillwater, Wimberley, Texas. (*City Administrator*)

City Administrator Ferguson advised that closing on the subject property is scheduled for April 9, 2010. He stated that minor remodeling plans include the removal of a portion of one wall in the center suite, relocation of the air conditioning unit, carpeting, and painting. He noted projected costs of approximately \$10,000 for the proposed remodeling, which are within the \$20,000 amount budgeted for miscellaneous moving costs.

Discussion established the timeframe for certain remodeling projects, including wiring. Councilmember White moved to approve the item as presented. Councilmember Appleman seconded.

Discussion addressed Councilmember Thurber's inquiry about angling the walls on both sides of Council's dais, instead of on just one side as proposed. Discussion established certain obstacles such as an existing electrical panel and possible alternative layouts, including relocation of walls/doors to accommodate angled walls on both sides of Council's dais.

Hearing no further discussion, Mayor Haley called for a vote on the motion to approve the remodeling plans as presented, with allowances for minor modifications during construction. Motion carried on a vote of 4-0.

- E. Discuss and consider possible action on a request for a variance from the City of Wimberley Sign Ordinance for the business located at 150 FM 3237, Suite E, Wimberley, Texas. (*City Administrator*)

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

City Administrator Ferguson reviewed the variance request seeking permission to install a three (3) color sign for *Wedding Warriors* on the existing free standing sign for the Cornerstone Business Park located at Ranch Road 12 and FM 3237. He noted that City Council has the ability to grant a sign variance if the following standards are met:

- The variance will not authorize a type of sign which is specifically prohibited this chapter
- The variance is not contrary to the goals and objectives outlined by the City of Wimberley Comprehensive Plan, Section VII, D-2
- The variance is not contrary to the public interest
- Due to special conditions, a literal enforcement of the chapter would result in unnecessary hardship. Ordinarily, hardship that is self-induced or that is common to other similarly classified properties will not satisfy this requirement. Financial or economic hardship alone will not ordinarily satisfy this requirement.
- The spirit and purpose of the chapter will be observed, and substantial justice will be done.

Discussion addressed prior similar requests, adherence to the spirit of the Sign Ordinance, need for review of the Sign Ordinance, and consideration of each sign variance request on a case-by-case basis. City Administrator Ferguson noted that Council will be reviewing a draft revision of the City's Sign Ordinance on a future agenda.

Councilmember White moved to approve the item as presented, including affirmative findings on the above listed standards. Councilmember Roccaforte seconded. Motion carried on a vote of 3-0 (Councilmember Thurber recused; Councilmember Flocke absent).

Councilmember Thurber rejoined the meeting at this time.

**5. City Council Reports**

- Announcements
- Future Agenda Items

Mayor Haley announced that Texas Disposal Systems (TDS) will make a thirty (30) minute presentation at Council's next meeting and recommended that Council start earlier at 6:00 p.m., rather than 6:30 p.m. Due to concerns about moving the meeting time earlier, it was agreed that every attempt will be made to inform the public and event organizers of the earlier time and to schedule the TDS presentation so that it occurs no earlier than 6:30 p.m.

It was agreed that Council will meet at 6:00 p.m. on April 1, 2010, with the TDS presentation moved to a later agenda position.

Clarification was provided that the motion on Agenda Item 4D was stated to approve the remodeling plans as presented and established that future modifications may still be made as desired by Council.

Hearing no further announcements or future agenda item requests, Mayor Haley called the meeting adjourned at 7:50 p.m.

**Adjournment:** Council meeting adjourned at 7:50 p.m.

Recorded by:

Cara McPartland

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

**APPROVED:**

**Tom Haley, Mayor**

# Proposed 2010 Blue Hole Park Fee Schedule

	2009	2010
• Daily Admissions	Free	Free
Infant (0-2)		
Youth (3-12)	\$3	\$3
Adult (13-59)	\$6	\$7
Senior (60+)	\$3	\$3
• Season Pass	\$25	\$40
• Bulk Purchase Rate (50+ tickets)	\$2.50	\$3.50

# Proposed 2010 Blue Hole Park Fee Schedule (Cont.)

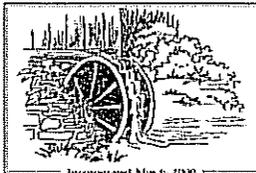
- Park Reservation (2 hr. min – 5 hr. max.)

2009      2010

Weekday/Weekend      Weekday/Weekend

Individual			
– Valley	\$50/\$75	\$75/\$100	
– Non-Valley	\$75/\$100	\$100/\$125	
Group			
– Valley	\$75/100	\$100/125	
– Non-Valley	\$100/125	\$125/150	

# City Council Agenda Form



Date Submitted: March 29, 2010

Agenda Date Requested: April 1, 2010

Project/Proposal Title: PRESENTATION OF  
QUARTERLY REPORT BY PEC

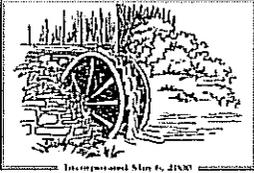
Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow representative(s) of the Pedernales Electric Cooperative (PEC) to present a quarterly franchise payment to the City along with a status report on PEC activities.

# City Council Agenda Form



Date Submitted: March 29, 2010

Agenda Date Requested: April 1, 2010

**Project/Proposal Title:** PRESENTATION FROM TDS REPRESENTATIVES ON A PROPOSAL TO ENHANCE RECYCLING SERVICES

**Funds Required:**

**Funds Available:**

**Council Action Requested:**

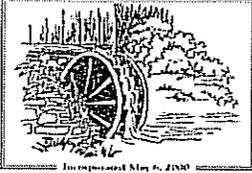
- Ordinance
- Resolution
- Motion
- Discussion

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**Project/Proposal Summary:**

This item was placed on the agenda to allow representatives of Texas Disposal Systems (TDS) – the City's current solid waste collection contractor – to brief City Council on a proposal to enhance recycling services in Wimberley.

# City Council Agenda Form



Date Submitted: March 29, 2010

Agenda Date Requested: April 1, 2010

**Project/Proposal Title:** CITY ADMINISTRATOR'S REPORT

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

**Council Action Requested:**

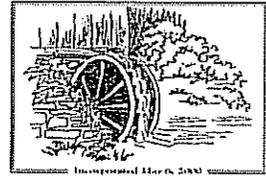
- Ordinance
- Resolution
- Motion
- Discussion

**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 preparations for the upcoming City of Wimberley General Election on May 8, 2010
- Status report on the acquisition of a new City Hall and on preparations to move into the new facility
- Status report on the development of standards for the required buffers between commercial and residential properties

# Report for City Initiated Zoning ZA-09-011



**Summary:** City initiated zoning of certain un-zoned properties along and/or near Ranch Road 12, County Road 1492, Spoke Hollow Road, River Road, Stillwater Street, Southriver Road, Hill Country Trail, Leath Hollow Drive, Ridge Road, Barber Drive, Rim Road, River Bend Road, Climbing Way, Little Ranches Road, Chaparral Drive, Wayside Drive and Flite Acres Road

**Subject Property:**

**Location:** Certain un-zoned properties along and/or near Ranch Road 12, County Road 1492, Spoke Hollow Road, River Road, Stillwater Street, Southriver Road, Hill Country Trail, Leath Hollow Drive, Ridge Road, Barber Drive, Rim Road, River Bend Road, Climbing Way, Little Ranches Road, Chaparral Drive, Wayside Drive and Flite Acres Road

**Existing Use of Property:** Vacant, Residential, Commercial, Lodging, Manufactured Home, Open Space, RV Park, Public

**Existing Zoning:** Un-zoned

**Proposed Zoning:** Residential Acreage (RA), Rural Residential 1 (R-1), Single-Family Residential 2 (R-2), Single-Family Residential 3 (R-3), Scenic Corridor (SC), Commercial-Low Impact (C-1) and Public Protection Utility (PPU) I, II, III, VII

**Planning Area**

**Overlay District** Entrance Corridor (EC), Protected Water Overlay (PW)

**Surroundings:**

**Frontage On:** Ranch Road 12, County Road 1492, Spoke Hollow Road, River Road, Stillwater Street, Southriver Road, Hill Country Trail, Leath Hollow Drive, Ridge Road, Barber Drive, Rim Road, River Bend Road, Climbing Way, Little Ranches Road, Chaparral Drive, Wayside Drive and Flite Acres Road

**Legal Notice**

**45 Day Property Owner Notification Period** 1/12/10 – 2/26/10

**200' Letters Sent** 3/5/2010

**Published** 3/10/2010

**Comments:**

Case ZA-09-011 is the sixth in a series of City-initiated zoning cases that will ultimately zone all un-zoned properties located within the city limits. To accomplish this task, City staff identified each of the un-zoned properties and their current use. Based on the direction of the City Council, City staff developed a recommended zoning designation for each of the un-zoned properties consistent with the *Wimberley Comprehensive Plan*, and compatible with the current use of the property and the planning area where the subject property is located. If a property was vacant, the recommended zoning for the property was residential unless the subject property had adjacent commercial properties which conflicted with a residential use.

Following the development of the zoning recommendations by City staff, the un-zoned property owners were notified in writing of the recommended zoning designation for their property and given forty-five (45) days to either agree with the recommendation or request a different permissible zoning designation for their properties.

To avoid the consideration of more than three-hundred ninety (390) individual zoning cases, City staff grouped the un-zoned properties and their proposed zoning designations into seven (7) separate zoning cases.

The sixth of these cases to be considered by the Planning and Zoning Commission is Case # ZA-09-011. The seventy-two (72) un-zoned properties in this zoning case are located along and/or near Ranch Road 12, County Road 1492, Spoke Hollow Road, River Road, Stillwater Street, Southriver Road, Hill Country Trail, Leath Hollow Drive, Ridge Road, Barber Drive, Rim Road, River Bend Road, Climbing Way, Little Ranches Road, Chaparral Drive, Wayside Drive and Flite Acres Road. The proposed zoning for the subject properties includes Residential Acreage (RA), Rural Residential 1 (R-1), Single-Family Residential 2 (R-2), Single-Family Residential 3 (R-3), Scenic Corridor (SC), Commercial-Low Impact (C-1) and Public Protection Utility (PPU).

The owners of five (5) affected properties requested a zoning designation different from that recommended by the City staff. Below is a list of the alternate zoning requests and their locations that were received within the forty-five (45) day time period.

Map ID #	Property Owner	Proposed Zoning	Requested Zoning
26	William Stephens	Single-Family Residential 2 (R-2)	Commercial-Low Impact (C-1)
27	Jack Williams, Jr.	Residential Acreage (RA)	Scenic Corridor (SC)
32	William Stephens	Single Family Residential 2 (R-2)	Commercial-Low Impact (C-1)
39	Charles Ware III	Residential Acreage (RA)	Scenic Corridor (SC)
75	Jack Williams	Single Family Residential 2 (R-2)	Commercial-Low Impact (C-1)

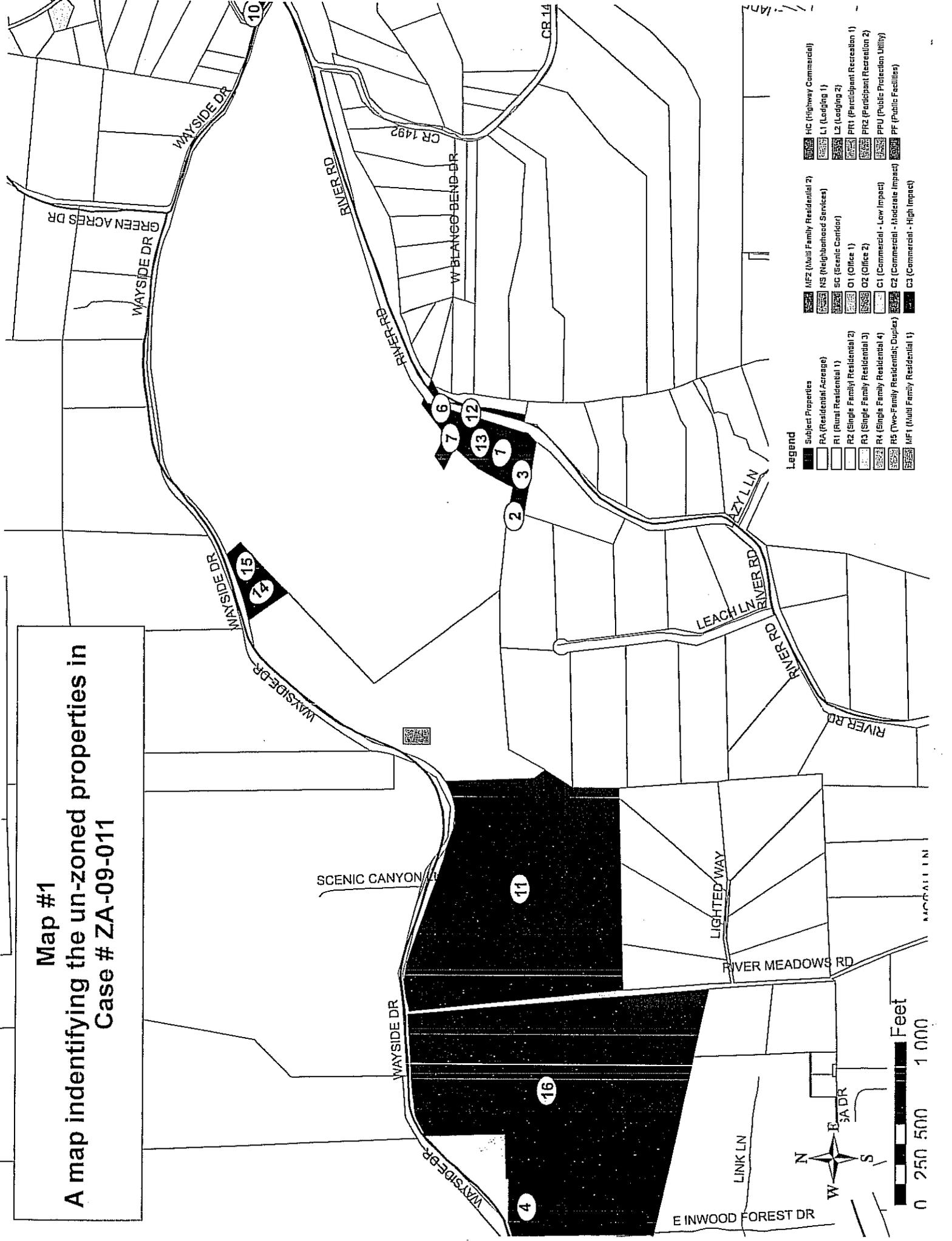
Attached are the following three maps for review and consideration:

- **Map #1** A map identifying the un-zoned properties in Case # ZA-09-011
- **Map #2** A map showing the zoning designations proposed by City staff in Case #ZA-09-011
- **Map #3** A map showing the zoning designations proposed by City staff along with the any alternate zoning requests from property owners in Case # ZA-09-011 (*This is the official zoning map to be considered for this zoning case*)

On March 25, 2010, the Planning and Zoning Commission held a public hearing on the subject zoning case. Afterwards, the Commission voted unanimously to recommend approval of Case # ZA-09-011 – the sixth of seven (7) zoning cases that will eventually complete the process of zoning all un-zoned properties in the City.

# Map #1

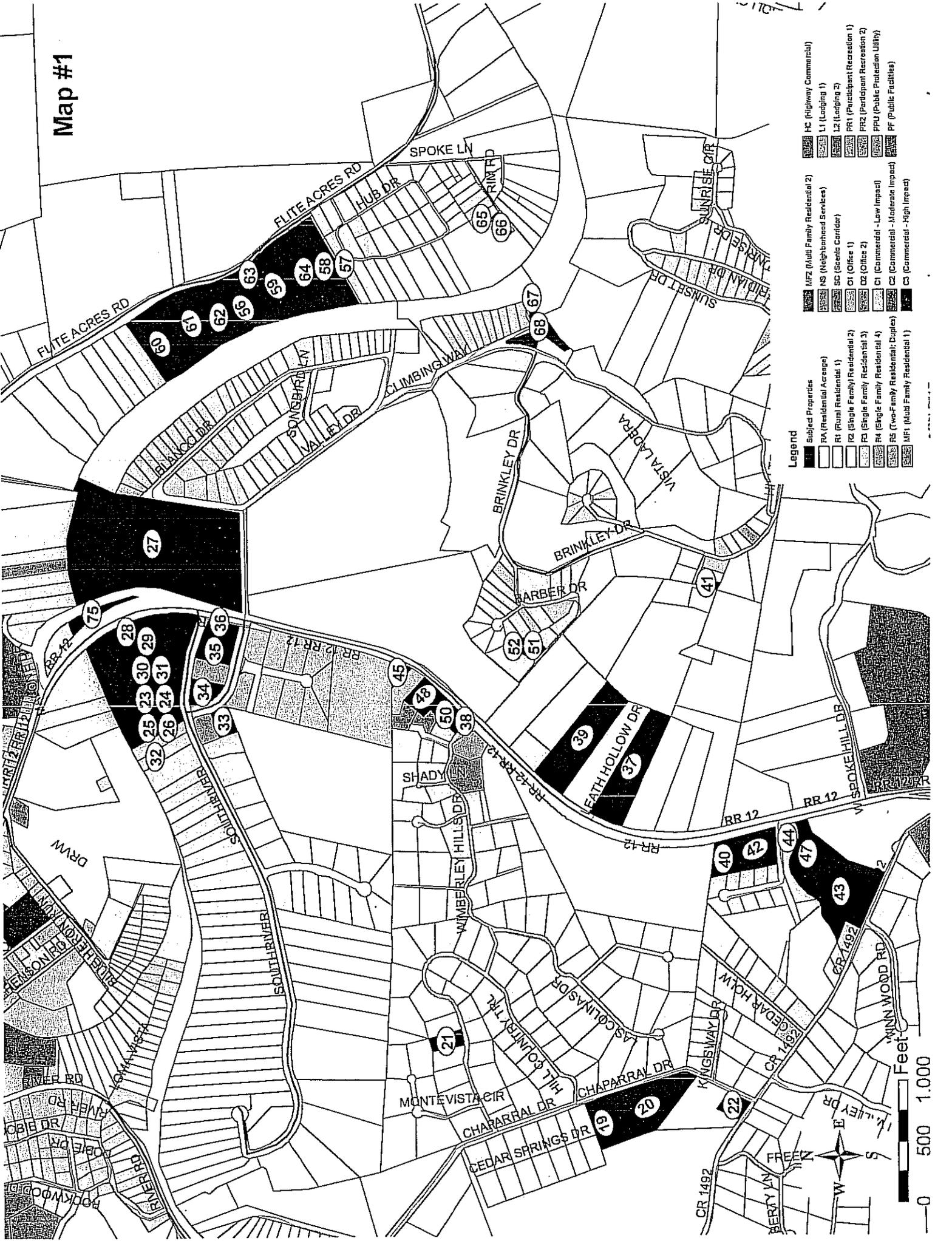
## A map indentifying the un-zoned properties in Case # ZA-09-011



### Legend

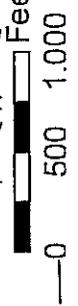
- Subject Properties
- RA (Residential, Acreage)
- R1 (Rural Residential 1)
- R2 (Single Family Residential 2)
- R3 (Single Family Residential 3)
- R4 (Single Family Residential 4)
- R5 (Two-Family Residential; Duplex)
- MF1 (Multi Family Residential 1)
- MF2 (Multi Family Residential 2)
- NS (Neighborhood Services)
- SC (Scenic Corridor)
- O1 (Office 1)
- O2 (Office 2)
- C1 (Commercial - Low Impact)
- C2 (Commercial - Moderate Impact)
- C3 (Commercial - High Impact)
- HC (Highway Commercial)
- L1 (Lodging 1)
- L2 (Lodging 2)
- PR1 (Participant Recreation 1)
- PR2 (Participant Recreation 2)
- PPU (Public Protection Utility)
- PF (Public Facilities)

# Map #1

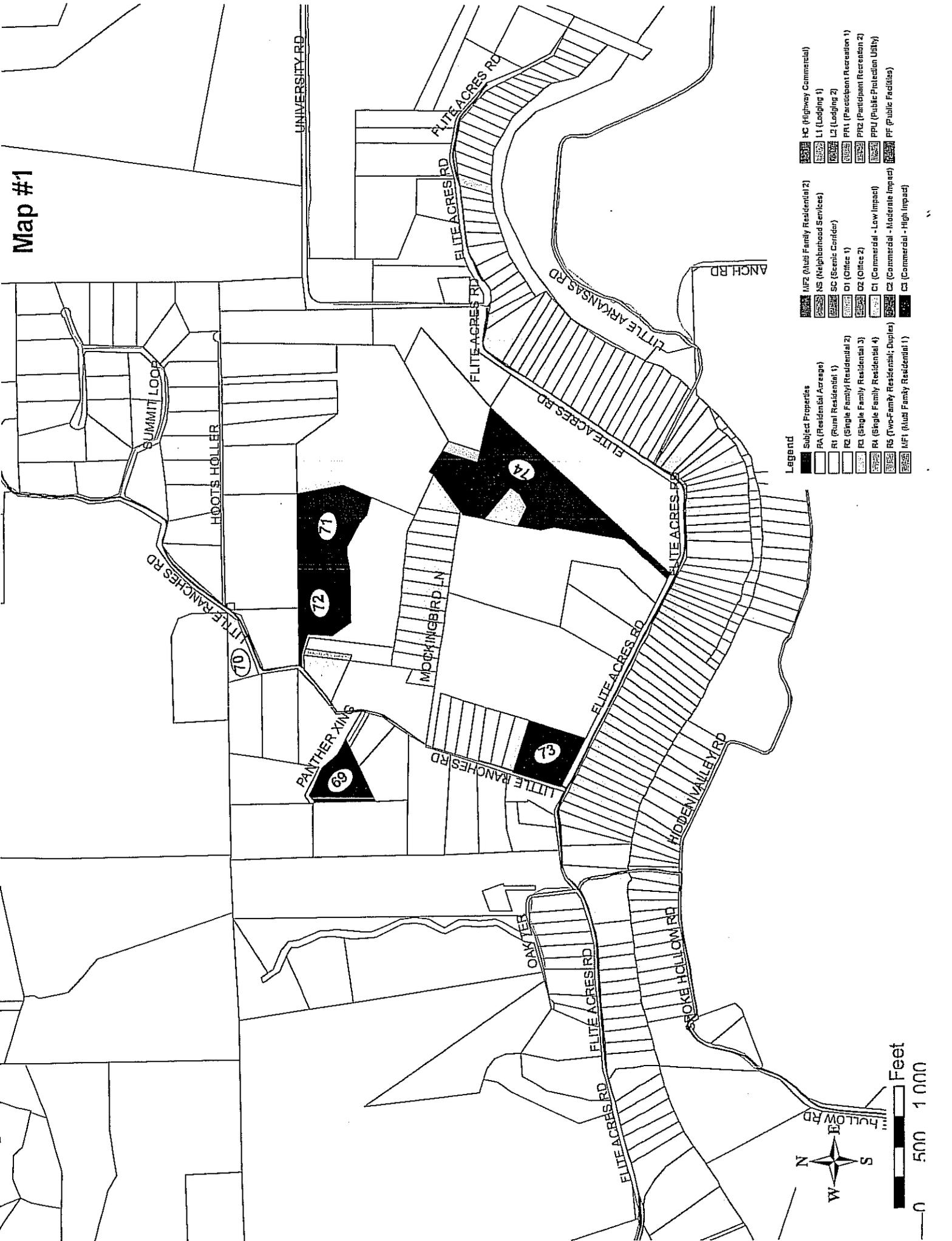


## Legend

- Subject Properties**
- Subject Properties
  - RA (Residential Acreage)
  - RI (Rural Residential 1)
  - RF (Single Family Residential 1)
  - RS (Single Family Residential 2)
  - RT (Single Family Residential 3)
  - RU (Single Family Residential 4)
  - RV (Two-Family Residential; Duplex)
  - RW (Multi-Family Residential 1)
  - MF2 (Multi-Family Residential 2)
  - NS (Neighborhood Services)
  - SC (Scenic Corridor)
  - O1 (Office 1)
  - O2 (Office 2)
  - C1 (Commercial - Low Impact)
  - C2 (Commercial - Moderate Impact)
  - C3 (Commercial - High Impact)
  - HC (Highway Commercial)
  - L1 (Lighting 1)
  - L2 (Lighting 2)
  - PR1 (Participant Recreation 1)
  - PR2 (Participant Recreation 2)
  - PPU (Public Protection Utility)
  - PF (Public Facilities)



# Map #1

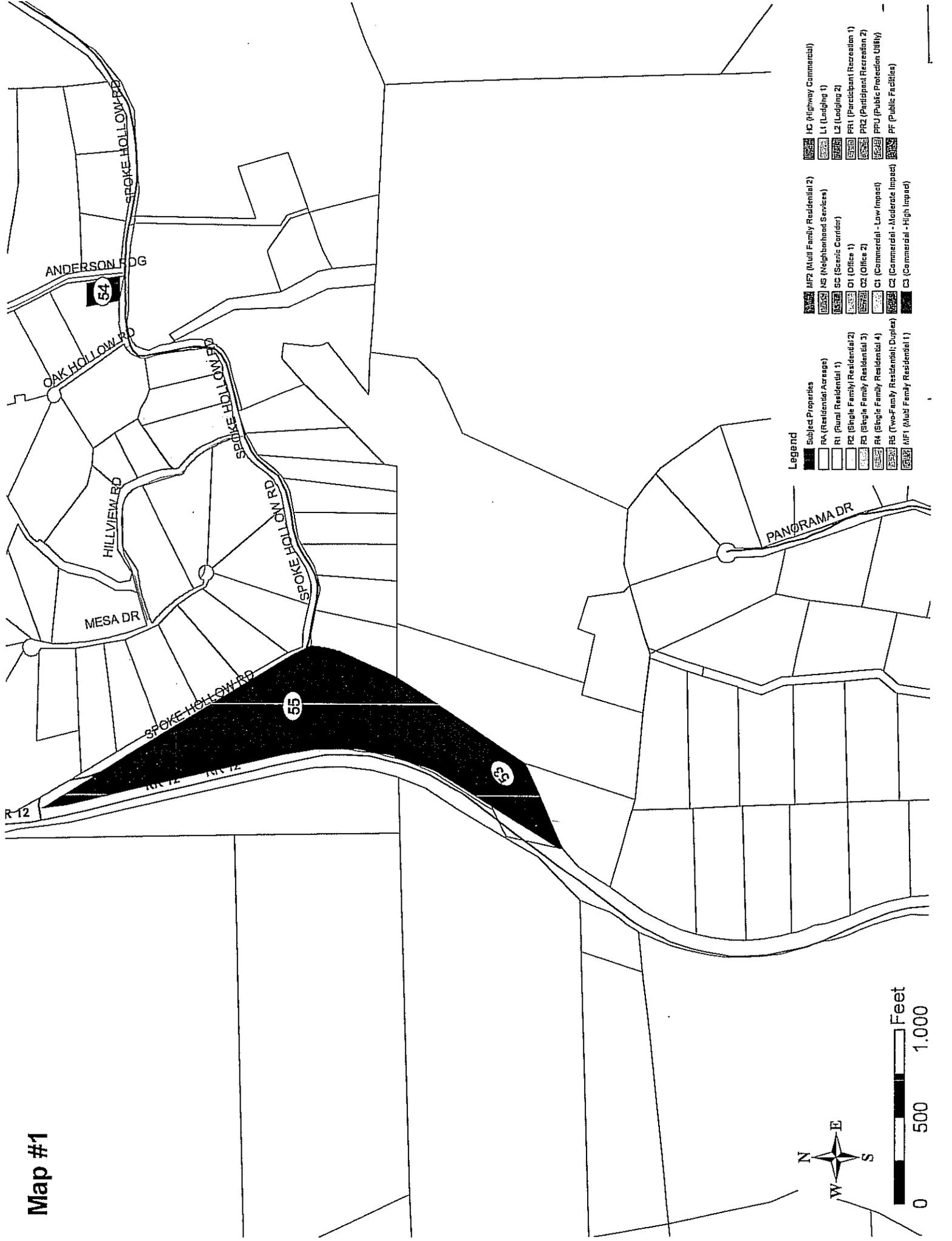


### Legend

- |  |                                     |  |                                   |  |                                 |
|--|-------------------------------------|--|-----------------------------------|--|---------------------------------|
|  | Subject Properties                  |  | MF2 (Multi Family Residential 2)  |  | HC (Highway Commercial)         |
|  | RA (Residential Acreage)            |  | NS (Neighborhood Services)        |  | L1 (Lodging 1)                  |
|  | R1 (Rural Residential 1)            |  | SC (Special Corridor)             |  | L2 (Lodging 2)                  |
|  | R2 (Single Family Residential 2)    |  | O1 (Office 1)                     |  | PR1 (Participant Recreation 1)  |
|  | R3 (Single Family Residential 3)    |  | O2 (Office 2)                     |  | PR2 (Participant Recreation 2)  |
|  | R4 (Single Family Residential 4)    |  | C1 (Commercial - Low Impact)      |  | PPU (Public Protection Utility) |
|  | R5 (Two-Family Residential; Duplex) |  | C2 (Commercial - Moderate Impact) |  | PF (Public Facilities)          |
|  | MF1 (Multi Family Residential 1)    |  | C3 (Commercial - High Impact)     |  |                                 |

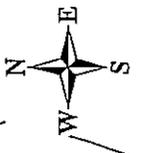


# Map #1

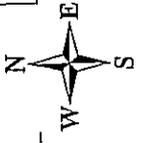


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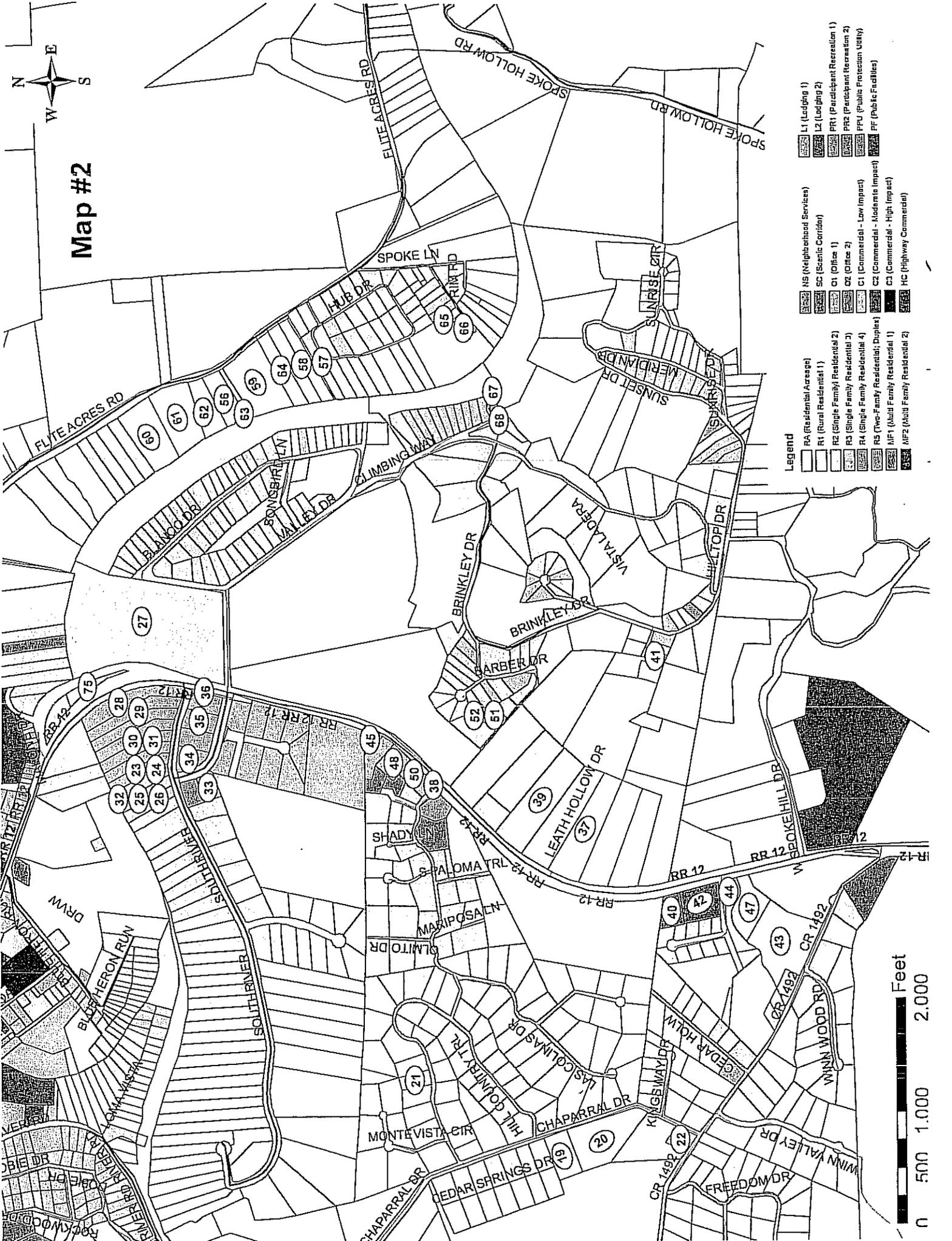
- |  |                                     |  |                                   |  |                                 |
|--|-------------------------------------|--|-----------------------------------|--|---------------------------------|
|  | Subject Properties                  |  | MF2 (Multi Family Residential 2)  |  | HC (Highway Commercial)         |
|  | RA (Residential/Accrues)            |  | NS (Neighborhood Services)        |  | L1 (Lodging 1)                  |
|  | RI (Rural Residential 1)            |  | SC (Scenic Corridor)              |  | L2 (Lodging 2)                  |
|  | R2 (Single Family Residential 2)    |  | D1 (Office 1)                     |  | PR1 (Participant Recreation 1)  |
|  | R3 (Single Family Residential 3)    |  | C2 (Office 2)                     |  | PR2 (Participant Recreation 2)  |
|  | R4 (Single Family Residential 4)    |  | C1 (Commercial - Low Impact)      |  | PPU (Public Protection Utility) |
|  | R5 (Two-Family Residential, Duplex) |  | C2 (Commercial - Moderate Impact) |  | PF (Public Facilities)          |
|  | MF1 (Multi Family Residential 1)    |  | C3 (Commercial - High Impact)     |  |                                 |



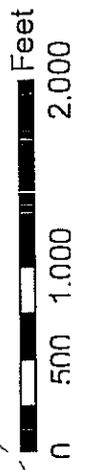




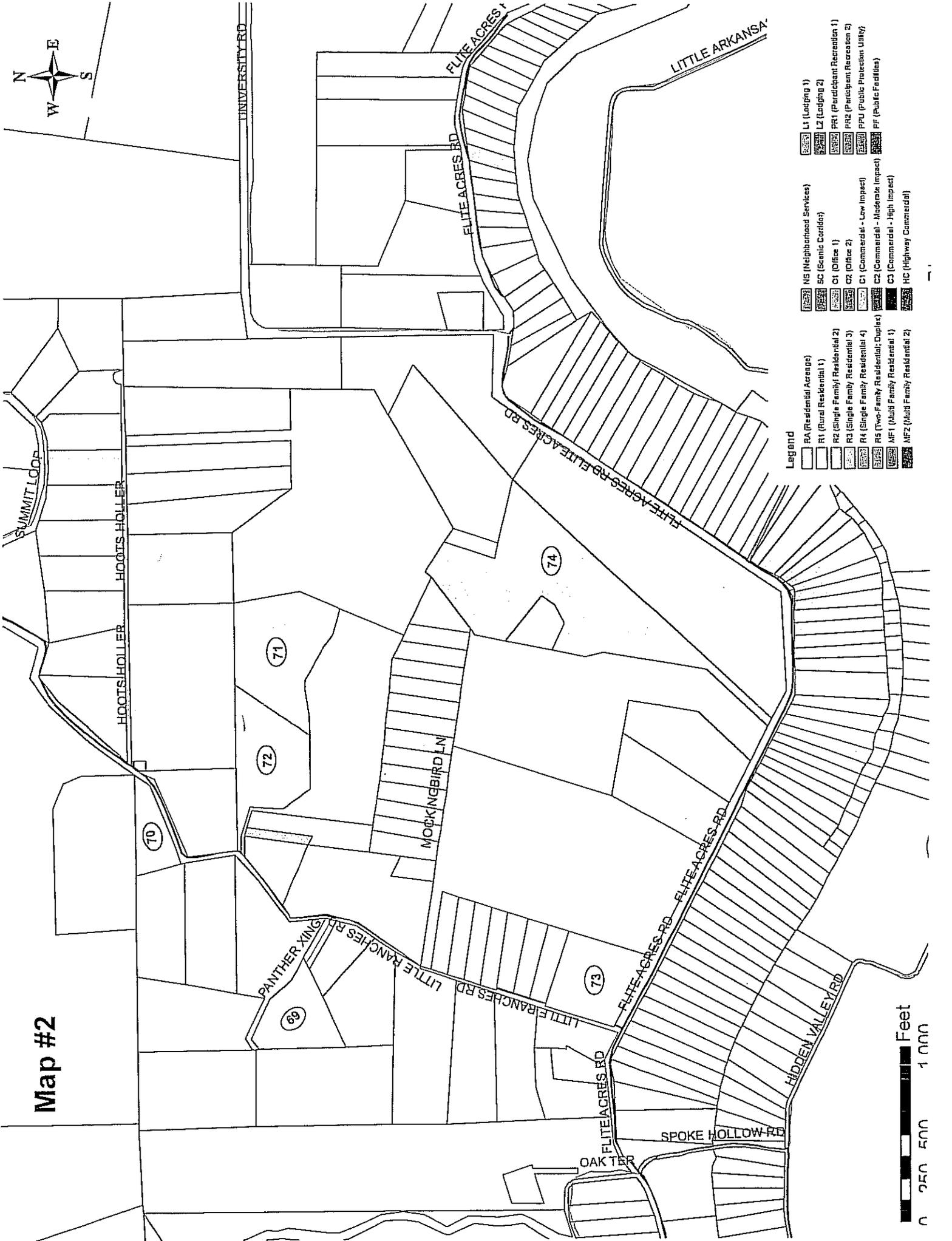
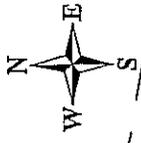
# Map #2



- Legend**
- RA (Residential Acreage)
  - R1 (Rural Residential 1)
  - R2 (Single Family Residential 2)
  - R3 (Single Family Residential 3)
  - R4 (Single Family Residential 4)
  - R5 (Two-Family Residential; Duplex)
  - MF1 (Multi-Family Residential 1)
  - MF2 (Multi-Family Residential 2)
  - NS (Neighborhood Services)
  - SC (Scenic Corridor)
  - O1 (Office 1)
  - O2 (Office 2)
  - C1 (Commercial - Low Impact)
  - C2 (Commercial - Moderate Impact)
  - C3 (Commercial - High Impact)
  - HC (Highway Commercial)
  - L1 (Lodging 1)
  - L2 (Lodging 2)
  - PR1 (Participant Recreation 1)
  - PR2 (Participant Recreation 2)
  - PFU (Public Protection Utility)
  - PF (Public Facilities)

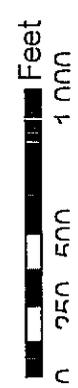


# Map #2

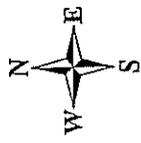


## Legend

- |  |                                     |  |                                   |  |                                 |
|--|-------------------------------------|--|-----------------------------------|--|---------------------------------|
|  | RA (Residential Acreage)            |  | NS (Neighborhood Services)        |  | L1 (Lodging 1)                  |
|  | R1 (Rural Residential 1)            |  | SC (Scenic Corridor)              |  | L2 (Lodging 2)                  |
|  | R2 (Single Family Residential 2)    |  | O1 (Office 1)                     |  | PR1 (Pericarpent Recreation 1)  |
|  | R3 (Single Family Residential 3)    |  | O2 (Office 2)                     |  | PR2 (Pericarpent Recreation 2)  |
|  | R4 (Single Family Residential 4)    |  | C1 (Commercial - Low Impact)      |  | PPU (Public Protection Utility) |
|  | R5 (Two-Family Residential; Duplex) |  | C2 (Commercial - Moderate Impact) |  | PF (Public Facilities)          |
|  | MF1 (Multi-Family Residential 1)    |  | C3 (Commercial - High Impact)     |  |                                 |
|  | MF2 (Multi-Family Residential 2)    |  | HC (Highway Commercial)           |  |                                 |

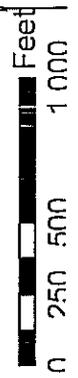


# Map #2



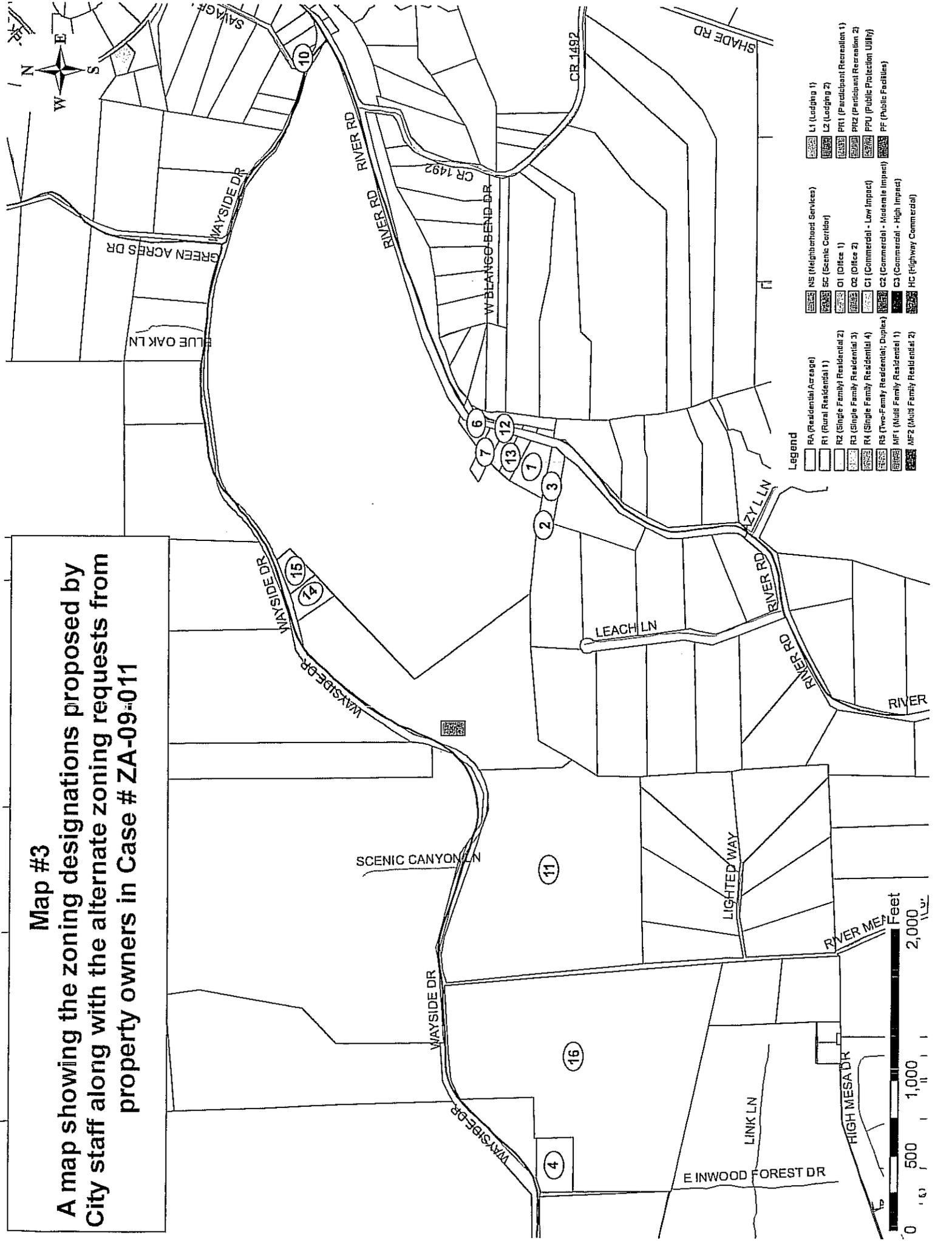
## Legend

- RA (Residential Average)
- R1 (Rural Residential 1)
- R2 (Single Family Residential 2)
- R3 (Single Family Residential 3)
- R4 (Single Family Residential 4)
- R5 (Two-Family Residential, Duplex)
- MF1 (Multi Family Residential 1)
- MF2 (Multi Family Residential 2)
- NS (Neighborhood Services)
- SC (Scenic Corridor)
- O1 (Office 1)
- O2 (Office 2)
- C1 (Commercial - Low Impact)
- C2 (Commercial - Moderate Impact)
- C3 (Commercial - High Impact)
- HC (Highway Commercial)
- L1 (Lodging 1)
- L2 (Lodging 2)
- PR1 (Participant Recreation 1)
- PR2 (Participant Recreation 2)
- PPU (Public Protection Utility)
- PF (Public Facilities)



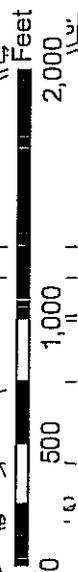
### Map #3

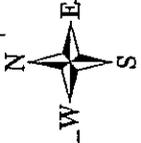
A map showing the zoning designations proposed by City staff along with the alternate zoning requests from property owners in Case # ZA-09-011



#### Legend

- RA (Residential Acreage)
- R1 (Rural Residential 1)
- R2 (Single Family Residential 2)
- R3 (Single Family Residential 3)
- R4 (Single Family Residential 4)
- R5 (Two-Family Residential; Duplex)
- MF1 (Multi Family Residential 1)
- MF2 (Multi Family Residential 2)
- NS (Neighborhood Services)
- SC (Scenic Corridor)
- O1 (Office 1)
- O2 (Office 2)
- C1 (Commercial - Low Impact)
- C2 (Commercial - Moderate Impact)
- C3 (Commercial - High Impact)
- HC (Highway Commercial)
- L1 (Lodging 1)
- L2 (Lodging 2)
- PR1 (Participant Recreation 1)
- PR2 (Participant Recreation 2)
- PFU (Public Protection Utility)
- PF (Public Facilities)





# Map #3

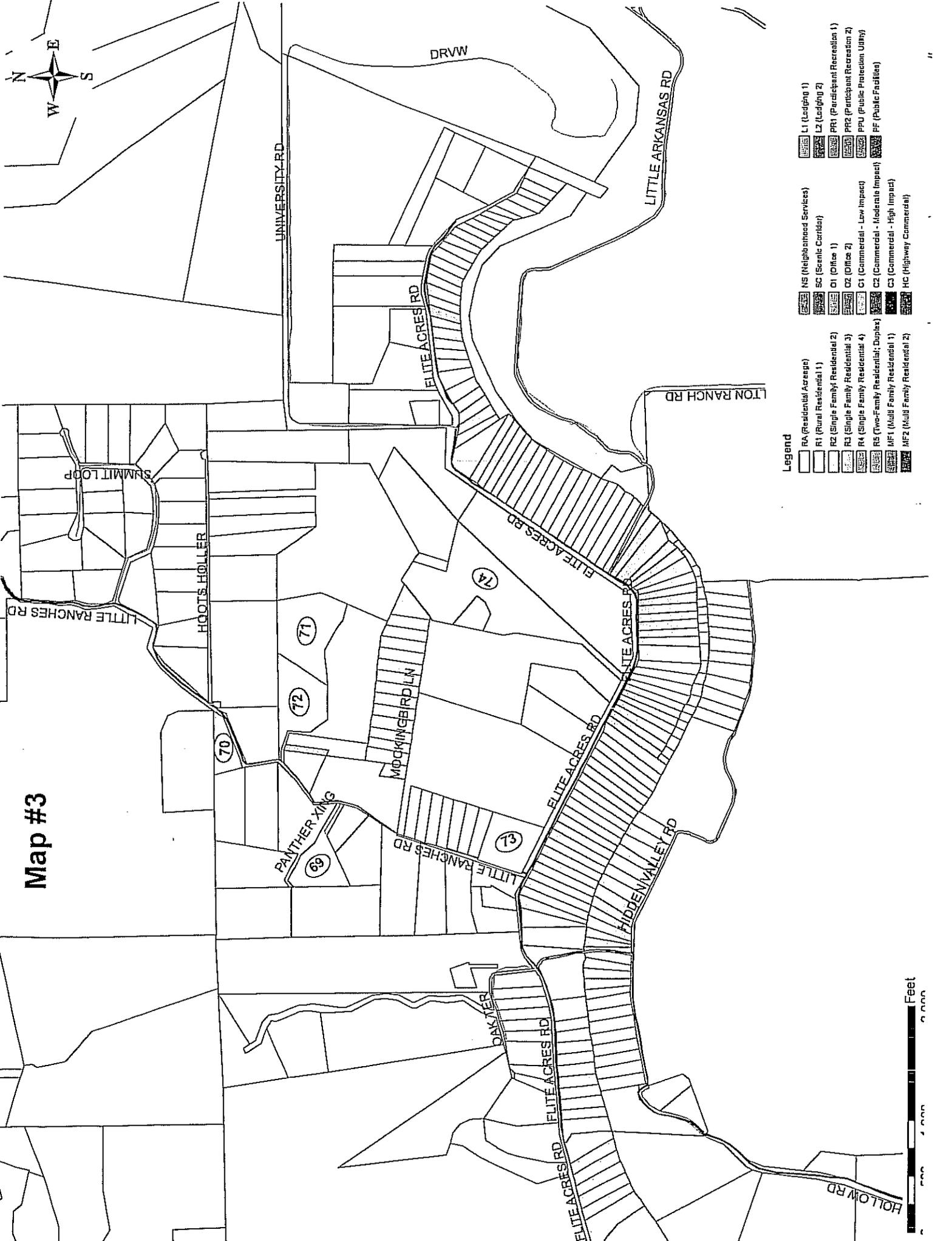


## Legend

- RA (Residential Average)
- R1 (Rural Residential 1)
- R2 (Single Family Residential 2)
- R3 (Single Family Residential 3)
- R4 (Single Family Residential 4)
- MF1 (Multi-Family Residential 1)
- MF2 (Multi-Family Residential 2)
- NS (Neighborhood Services)
- SC (Scenic Corridor)
- O1 (Office 1)
- O2 (Office 2)
- C1 (Commercial - Low Impact)
- C2 (Commercial - Moderate Impact)
- C3 (Commercial - High Impact)
- HC (Highway Commercial)
- L1 (Lodging 1)
- L2 (Lodging 2)
- PR1 (Participant Recreation 1)
- PR2 (Participant Recreation 2)
- PFU (Public Protection Utility)
- PF (Public Facilities)



# Map #3



- Legend**
- RA (Residential Acreage)
  - R1 (Rural Residential 1)
  - R2 (Single Family Residential 2)
  - R3 (Single Family Residential 3)
  - R4 (Single Family Residential 4)
  - R5 (Two-Family Residential; Duplex)
  - MF1 (Multi-Family Residential 1)
  - MF2 (Multi-Family Residential 2)
  - NS (Neighborhood Services)
  - SC (Scenic Corridor)
  - O1 (Office 1)
  - O2 (Office 2)
  - C1 (Commercial - Low Impact)
  - C2 (Commercial - Moderate Impact)
  - C3 (Commercial - High Impact)
  - HC (Highway Commercial)
  - L1 (Lodging 1)
  - L2 (Lodging 2)
  - PR1 (Participant Recreation 1)
  - PR2 (Participant Recreation 2)
  - PPU (Public Protection Utility)
  - PF (Public Facilities)



# Map #3

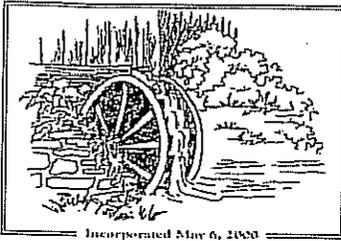


## Legend

- |  |                                     |  |                                   |  |                                 |
|--|-------------------------------------|--|-----------------------------------|--|---------------------------------|
|  | RA (Residential Acreage)            |  | NS (Neighborhood Services)        |  | L1 (Lodging 1)                  |
|  | R1 (Rural Residential 1)            |  | SC (Scenic Corridor)              |  | L2 (Lodging 2)                  |
|  | R2 (Single Family Residential 2)    |  | C1 (Office 1)                     |  | PR1 (Participant Recreation 1)  |
|  | R3 (Single Family Residential 3)    |  | C2 (Office 2)                     |  | PR2 (Participant Recreation 2)  |
|  | R4 (Single Family Residential 4)    |  | C1 (Commercial - Low Impact)      |  | PFU (Public Protection Utility) |
|  | R5 (Two-Family Residential, Duplex) |  | C2 (Commercial - Moderate Impact) |  | PF (Public Facilities)          |
|  | MF1 (Multi-Family Residential 1)    |  | C3 (Commercial - High Impact)     |  |                                 |
|  | MF2 (Multi-Family Residential 2)    |  | HC (Highway Commercial)           |  |                                 |







# City of Wimberley

12111 Ranch Road 12 (P.O. Box 2027), Wimberley, Texas 78676  
Phone: 512-847-0025 Fax: 512-847-0422

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

March 5, 2010

## NOTICE OF PUBLIC HEARING

Re: **File No. ZA-09-011**  
City Initiated Zoning

Certain un-zoned properties along and/or near Ranch Road 12, County Road 1492, Spoke Hollow Road, River Road, Stillwater Street, Southriver Road, Hill Country Trail, Leath Hollow Drive, Ridge Road, Barber Drive, Rim Road, River Bend Road, Climbing Way, Little Ranches Road, Chaparral Drive, Wayside Drive, and Flite Acres Road. (identified on the attached maps)

Dear Property Owner:

In order to implement the City of Wimberley's Comprehensive Plan amendments of July 2008, the City is undertaking a citywide rezoning project to guide future development throughout the City. For the purposes of this citywide zoning initiative, the City has been divided into seven (7) different regions, each of which will be handled individually. In case ZA-09-011, certain un-zoned properties along and/or near Ranch Road 12, County Road 1492, Spoke Hollow Road, River Road, Stillwater Street, Southriver Road, Hill Country Trail, Leath Hollow Drive, Ridge Road, Barber Drive, Rim Road, River Bend Road, Climbing Way, Little Ranches Road, Chaparral Drive, Wayside Drive, and Flite Acres Road that are currently un-zoned will now be zoned under the City's regulations. The identified subject properties will change from un-zoned to Residential Acreage (RA), Rural Residential 1 (R1), Single Family Residential 2 (R2), Single Family Residential 3 (R3), Scenic Corridor (SC), Commercial - Low Impact (C1), or Public Protection Utility (PPU). The specific properties to be zoned and the new proposed zoning classifications are detailed on the attached maps and are available for viewing on maps displayed at City Hall, the Wimberley Community Center, and the Wimberley Village Library.

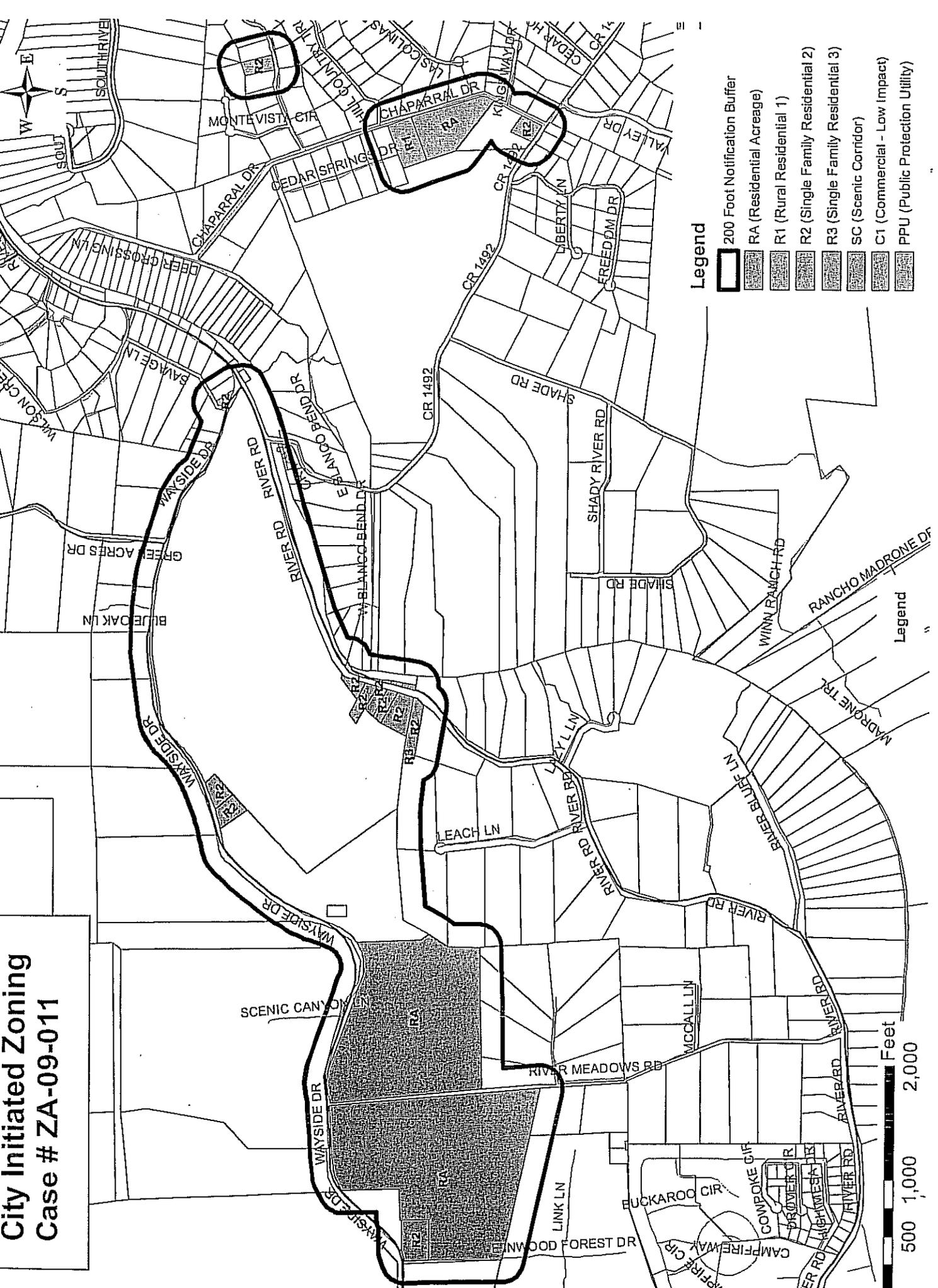
The City of Wimberley Planning & Zoning Commission will consider this zoning action at a public hearing on **Thursday, March 25, 2010 at 6:30 p.m.** in the Wimberley City Hall, 12111 Ranch Road 12. Upon a recommendation from the Commission, City Council will hold a public hearing to consider the same zoning action on **Thursday, April 1, 2010 at 6:30 p.m.** in the Wimberley City Hall.

Because this zoning may affect your property, you are encouraged to participate in the zoning process. The public will be given an opportunity to speak during the hearings. 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 zoning 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 Initiated Zoning  
Case # ZA-09-011**

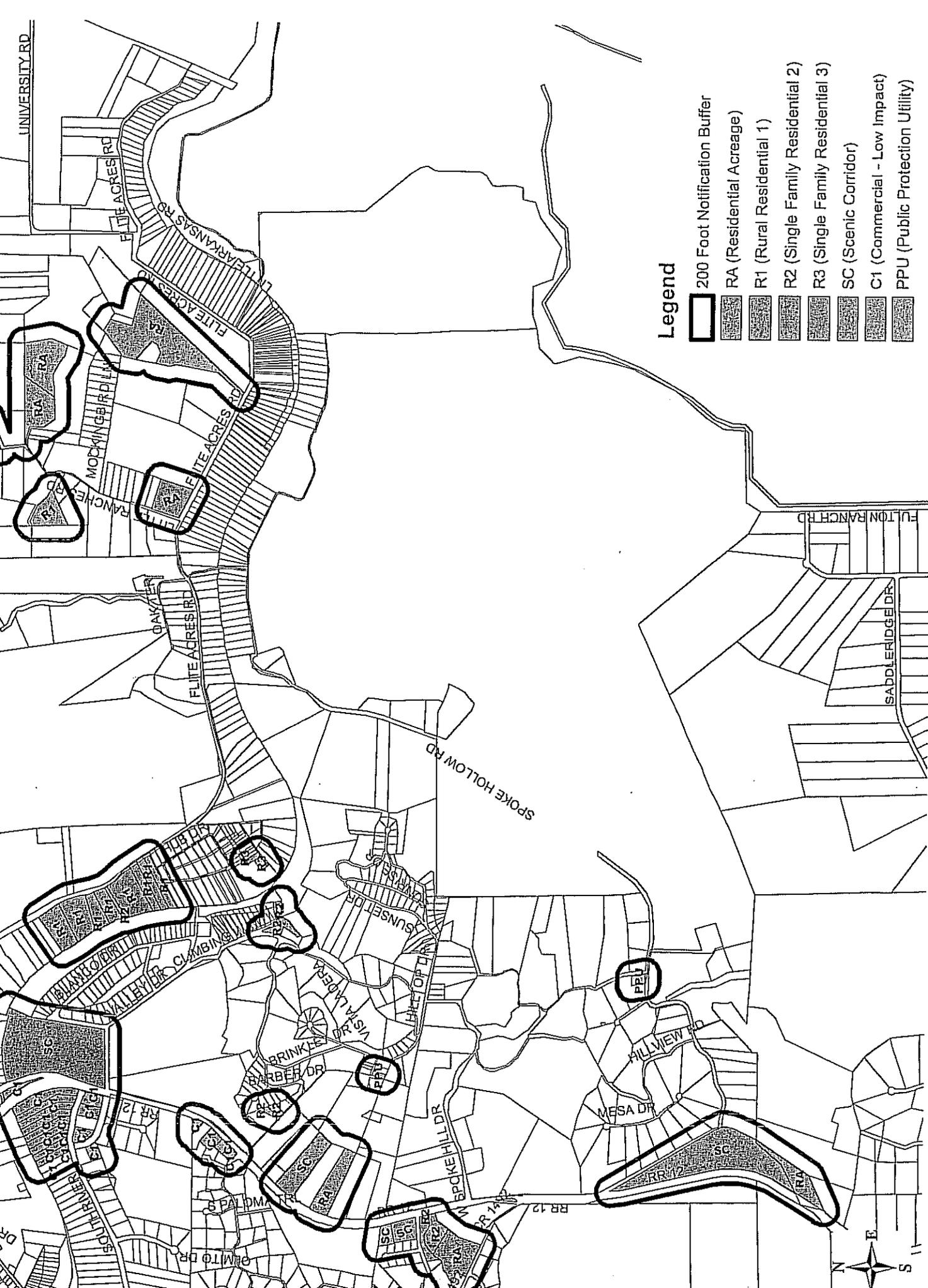


**Legend**

- 200 Foot Notification Buffer
- RA (Residential Acreage)
- R1 (Rural Residential 1)
- R2 (Single Family Residential 2)
- R3 (Single Family Residential 3)
- SC (Scenic Corridor)
- C1 (Commercial - Low Impact)
- PPU (Public Protection Utility)

**Legend**





**Legend**

-  200 Foot Notification Buffer
-  RA (Residential Acreage)
-  R1 (Rural Residential 1)
-  R2 (Single Family Residential 2)
-  R3 (Single Family Residential 3)
-  SC (Scenic Corridor)
-  C1 (Commercial - Low Impact)
-  PPU (Public Protection Utility)



ALLEN, GEOFFREY N  
511 BUNNY RUN  
AUSTIN, TX 78746

SMITH RANDALL Q  
13806 MENASCO CT  
HOUSTON, TX 77077

HARRELL JUDSON J III &  
KIMBERLY K  
200 BLANCO DR  
WIMBERLEY, TX 78676

PAULUS FRED J EST OF  
CHRHARDT SUSAN P  
602 OVERBROOK LN  
HOUSTON, TX 77027

CURRIE ROBERT A & SALWA  
KHAN  
250 WIMBERLEY HILLS DR  
WIMBERLEY, TX 78676-5610

WHITE STEVEN T & BRANDY  
114 CEDAR SPRINGS DR  
WIMBERLEY, TX 78676

LAMB CARL J & BROOKE  
60 LAS COLINAS DR  
WIMBERLEY, TX 78676-5643

DANE KARL PHILLIPPS &  
KEASHA  
220 LEACH LN  
WIMBERLEY, TX 78676

ROWLES HUGH D & BETH A  
P O BOX 2512  
WIMBERLEY, TX 78676-2512

SUBLETT JIMMY O & LELIA B  
09 S. VALLEY VIEW DR.  
WIMBERLEY, TX 78676

WILLIAMS JACK JR & ALICE M  
TRUST AGREEMENT  
2601 RIVER ROAD  
WIMBERLEY, TX 78676

HOFFMAN, ANNE COURTNEY  
10 PINE FOREST CIR  
HOUSTON, TX 77056

BASS, CARLTON DAVES  
O BOX 1422  
WIMBERLEY, TX 78676-1422

BARCHFELD GARY &  
MARTHA  
231 CHIMNEY ROCK  
HOUSTON, TX 77024

ADAMSON ROLAND & JUDY  
409 S 11TH ST  
RICHMOND, TX 77469

KNIGHT, DOROTHY  
03 BLANCO DR  
WIMBERLEY, TX 78676

PARADISE VALLEY SECTION 3  
PROPERTY OWNER'S ASSN  
2401 S IH 35  
SAN MARCOS, TX 78666

CASA BLANCO PARTNERS  
11903 LAURIE LN  
HOUSTON, TX 77024

CRANE, LES  
301 LONE MAN MTN RD  
WIMBERLEY, TX 78676

GROTHUES JOSEPH & JERI  
307 MESA DR  
WIMBERLEY, TX 78676

WEST WILLIAM C & COONS  
NANCY JEAN  
500 SPOKE HOLLOW RD  
WIMBERLEY, TX 78676

SKREW NEAL A & ANITA L  
O BOX 1988  
WIMBERLEY, TX 78676-1988

BRITTAIN, DAVID  
55 CRAZY CROSS RD  
WIMBERLEY, TX 78676

CARTER ROBERT F & RUBY J  
582 HILL COUNTRY TR  
WIMBERLEY, TX 78676

MYER THOMAS G & DIANE C  
7226 SADDLE RIDGE PASS  
WYPPRESS, TX 77433-5961

SHEKAFOROOSH EFFAT  
P O BOX 397  
WIMBERLEY, TX 78676

PAYNE DONNA K  
110 BRINKLEY DR  
WIMBERLEY, TX 78676-9335

BRITTAIN, DAVID  
6 CRAZY CROSS RD  
WIMBERLEY, TX 78676

GUMTOW HAROLD K & BETTY  
162 BELLE DR  
WIMBERLEY, TX 78676

CORLEY DONALD WESLEY &  
METTIE DEAN LIVING TRUST  
216 HILL COUNTRY TRL  
WIMBERLEY, TX 78676

HARLA S ROBERT & ALISON B  
707 FINDLAY DR  
ARLINGTON, TX 76012

MARTIN JOHN R JR  
REVOCABLE LIVING TR  
160 HILL COUNTRY TRL  
WIMBERLEY, TX 78676

COTTAM JANELL  
151 CLIMBING WAY  
WIMBERLEY, TX 78676-5240

PROPERTY REFINEMENT LLC  
% TIMOTHY J SHIRILLA  
112 MOSS ROSE LANE  
DRIFTWOOD, TX 78619

BOUZARD JAMES & GAYLE G  
1001 LEAH #411  
SAN MARCOS, TX 78666

BOUZARD JAMES & GAYLE G  
1001 LEAH #411  
SAN MARCOS, TX 78666

HAMMOND DENNIS D &  
ANDRA R  
915 SHARPVUE  
HOUSTON, TX 77074

BOSCHERT RALPH A & RENEE  
256 BLANCO DR  
WIMBERLEY, TX 78676

SOUTH RIVER PROPERTIES  
LTD  
340 COUNTY ROAD 158  
KYLE, TX 78640

KASPER ALLAN D & PAMELA J  
404 HUB DR  
WIMBERLEY, TX 78676

EMPYREAN, JOINT VENTURE  
430 SAVAGE LN  
WIMBERLEY, TX 78676

TAYLOR, CORLISS  
% JOHN HEWETT JR  
37 E RIVERCREST  
HOUSTON, TX 77042

TINER WAYNE DOUGLAS  
BYPASS TRUST  
1008 SOUTH DEXTER  
COLLEGE STATION, TX 77840

ROSE LARRY L & LAURINE  
705 RIDGE RD  
WIMBERLEY, TX 78676

ALDRIDGE PAUL J & DIANE  
111 LIGHTED WAY  
WIMBERLEY, TX 78676

BAUERWEIN DANIEL E  
& GRIFFIN KELLY S  
712 MERCEDES AVE  
DALLAS, TX 75206

STUBBS RANDY C & LYNDE E  
1138 MISTY LAKE DR  
SUGAR LAND, TX 77478

TINER WAYNE DOUGLAS  
BYPASS TRUST  
1008 SOUTH DEXTER  
COLLEGE STATION, TX 77840

ROUTH, TODD  
1601 PALOMINO RIDGE DR  
AUSTIN, TX 78733-6047

PETCH, LORNA LOIS  
1141 COUNTY RD 1492  
WIMBERLEY, TX 78676

HEIL GARY J & REBECCA A  
REVOCABLE LIVING TRUST  
595 FLITE ACRES RD  
WIMBERLEY, TX 78676

HORTENSTINE, MADISON R  
11903 LAURIE LN  
HOUSTON, TX 77024

PIGG GARY LYNN & GAIL ANN  
2212 FLITE ACRES RD  
WIMBERLEY, TX 78676

FULKERSON THOMAS M &  
GINA V  
131 RIVER BEND RD  
WIMBERLEY, TX 78676

SHEKAFOROOSH EFFAT  
P O BOX 397  
WIMBERLEY, TX 78676

RODD ALAN R & JANE A  
103 SHADY CREEK  
DALLAS, TX 76040

COFFMAN JAMES W & DONNA  
P O BOX 1929  
WIMBERLEY, TX 78676-1929

JENSEN, BERNARD E  
103 MEADOWBROOK  
SAN ANTONIO, TX 78232

COFFMAN JAMES W & DONNA  
P O BOX 1929  
WIMBERLEY, TX 78676-1929

MACE GERALD R & DIANE D  
315 HILLCREST DR  
RICHMOND, TX 77469

NORMAN DONALD H & JUDY  
710 RIDGE RD  
WIMBERLEY, TX 78676

GRANT, DAVID  
00 CHAPPARAL DR  
WIMBERLEY, TX 78676

HOWES FREDERICK &  
BEATRICE V  
11 BUG HILL RD  
ASHFIELD, MA 01330

ALDRIDGE PAUL J & DIANE  
111 LIGHTED WAY  
WIMBERLEY, TX 78676

MARTIN PAUL & DOROTHY  
FAMILY REV LIVING TRUST  
% DOROTHY MARTIN CO  
900 FLITE ACRES ROAD  
WIMBERLEY, TX 78676

CALLON GARY & SUSAN  
242 BLANCO DR  
WIMBERLEY, TX 78676-5201

BAUGHMAN LIVING TRUST  
RALPH M & NORA D  
BAUGHMAN  
15 BLANCO RD  
WIMBERLEY, TX 78676-5204

KIRKLAND, AMY L  
1871 FLITE ACRES RD  
WIMBERLEY, TX 78676

WRIGHT, PAUL W  
2514 PEBBLE STREAM CT  
KINGWOOD, TX 77345

ROBERTS LINDSEY C &  
WILLIAMS CHRISTIE N  
22 RIVER CHASE BLVD  
GEORGETOWN, TX 78628-5323

LINAM GORDON W & LEE ANN  
200 HOOTS HOLLER RD  
WIMBERLEY, TX 78676

QUESENBERRY, LUCILLE M  
160 HOOTS HOLLER  
WIMBERLEY, TX 78676

BATEMAN SANDRA & MARY  
ANDERSON  
O BOX 109  
WIMBERLEY, TX 78676-0109

TEAGUE, DORAN  
1600 LITTLE RANCHES RD  
WIMBERLEY, TX 78676-9801

BATEMAN SANDRA & MARY  
ANDERSON  
P O BOX 109  
WIMBERLEY, TX 78676-0109

TUBBS RANDY C & LYNDE E  
138 MISTY LAKE DR  
UGAR LAND, TX 77478

GOODWIN, STEPHEN  
1916 FLITE ACRES RD  
WIMBERLEY, TX 78676

HYINK, JOHN  
P O BOX 2726  
WIMBERLEY, TX 78676-2726

ENGEMOEN ESTELLE ERVINE  
RUST ENGEMOEN ROGER J JR  
RUSTEE  
007 GEORGIA LANDING COVE  
USTIN, TX 78746-7263

THOMPSON, JANELLE E  
P O BOX 2090  
WIMBERLEY, TX 78676-2090

PULLEY, DAVID  
11435 HILLCREST  
DALLAS, TX 75230

BOATRIGHT CHARLES &  
ACQUELINE REVOCABLE  
LIVING TRUST  
914 LAGUNA EDGE DR  
ATY, TX 77494

TOWNSEND NEIL A & BETTY H  
P O BOX 635  
WIMBERLEY, TX 78676-0635

FARMER JAMES R & RHONDA  
201 BLANCO DR  
WIMBERLEY, TX 78676

WYPPRESS CREEK CHURCH INC  
O BOX 1357  
WIMBERLEY, TX 78676-1357

MCELFRESH, MARY EVELYN  
532 HILL COUNTRY TR  
WIMBERLEY, TX 78676

WIGHTMAN, ALICE LEE  
200 RIM RD  
WIMBERLEY, TX 78676

WILLIAMS, ROSALYNN  
10 HUB DR  
WIMBERLEY, TX 78676

CS JOINT VENTURE  
242 N GUADALUPE ST  
SAN MARCOS, TX 78666

RAMSEY BYRON &  
PHELPS AMY  
100 LIGHTED WAY  
WIMBERLEY, TX 78676

RIO BONITO LLC  
O BOX 247  
WIMBERLEY, TX 78676-0247

JOHNSON KENNETH C &  
DONNER DEBRA L  
5209 PINE ST  
BELLAIRE, TX 77401

BREITENBACH EDWARD &  
ERIN  
5008 JEFFERY PL  
WEST LAKE HILLS, TX 78746

GILLESPIE, JULIANA P  
O BOX 2073  
WIMBERLEY, TX 78676-2073

MORGAN KENNETH E &  
KATHRYN FAMILY TRUST  
349 CRAB APPLE  
BLANCO, TX 78606

KEIL GARY J & REBECCA A  
REVOCABLE LIVING TRUST  
595 FLITE ACRES RD  
WIMBERLEY, TX 78676

SANDERS ALTA J REVOCABLE  
TRUST  
8403 EMERALD HILL DR  
AUSTIN, TX 78759-8010

SCHAFFER, LYNNE  
1001 LITTLE RANCHES RD  
WIMBERLEY, TX 78676

TAYLOR STEPHEN & CYNTHIA  
150 LITTLE RANCHES RD  
WIMBERLEY, TX 78676

HENDERSON JIM & THELMA  
GENE  
P O BOX 1676  
WIMBERLEY, TX 78676-1676

PAYTE JAMES T & NANCY J  
260 PANTHER KING  
WIMBERLEY, TX 78676

PARADISE VALLEY PROPERTY  
OWNERS ASSN PVPOA  
00 BLANCO DR  
WIMBERLEY, TX 78676

HENDERSON J MORRIS &  
DOROTHY L  
803 LITTLE RANCHES RD  
WIMBERLEY, TX 78676

BELOTE KENNETH &  
BEVERLY  
700 LITTLE RANCHES RD  
WIMBERLEY, TX 78676

GILPIN DAVID K & REBECCA L  
P O BOX 2050  
WIMBERLEY, TX 78676-6950

TRICKLAND CLIFTON E &  
ANET L  
O BOX 1968  
WIMBERLEY, TX 78676-1968

MONTGOMERY FAMILY  
TRUST % LUCIUS & WILDA  
MONTGOMERY TRUSTEES  
206 BLANCO DRIVE  
WIMBERLEY, TX 78676

CASPER JAMES J & FAITH E  
P O BOX 2811  
WIMBERLEY, TX 78676-2811

CLARKE MARK D & LISA A  
1 SOUTHRIVER RD  
WIMBERLEY, TX 78676

SONES TOM H & TERRY C  
211 LITTLE RANCHES RD  
WIMBERLEY, TX 78676

BAUGHMAN LIVING TRUST  
RALPH M & NORA D  
BAUGHMAN  
215 BLANCO DRIVE  
WIMBERLEY, TX 78676-5204

BUCHS JAMES T & SCOTTIE  
O BOX 78  
WIMBERLEY, TX 78676-0078

BOATRIGHT CHARLES &  
JACQUELINE  
24914 LAGUNA EDGE DR  
KATY, TX 77494-3924

KIRKLAND, AMY L  
1871 FLITE ACRES RD  
WIMBERLEY, TX 78676

GOODWIN, STEPHEN  
916 FLITE ACRES RD  
WIMBERLEY, TX 78676

FRENCH, DENNIS  
300 VALLEY DR  
WIMBERLEY, TX 78676-5219

HUDSPETH, KENNETH  
P O BOX 228  
WIMBERLEY, TX 78676-0228

BOATRIGHT REV LIVING  
TRUST CHARLES &  
ACQUELINE BOATRIGHT  
4914 LAGUNA EDGE DRIVE  
LANTY, TX 77494-3924

TEAGUE, DORAN  
1600 LITTLE RANCHES RD  
WIMBERLEY, TX 78676-9801

MARTIN DELBERT L JR &  
BETTY B  
900 LITTLE RANCHES RD  
WIMBERLEY, TX 78676

BARCHFELD GARY &  
MARTHA  
31 CHIMNEY ROCK  
HOUSTON, TX 77024

ERWIN, VENIS I  
P O BOX 512  
WIMBERLEY, TX 78676-0512

BUTTON, ANGELINA  
51 TURKEY HOLLOW  
WIMBERLEY, TX 78676

KEIL GARY J & REBECCA A  
REVOCABLE LIVING TRUST  
2595 FLITE ACRES RD  
WIMBERLEY, TX 78676

SCHAUER HILBERT & JIMMIE  
9456 E PARKER RD  
PARKER, CO 80138

BALLAY INVESTMENTS LLC  
00 STILLWATER  
WIMBERLEY, TX 78676

CYPRESS CREEK CHURCH INC  
P O BOX 1357  
WIMBERLEY, TX 78676-1357

MAVERICK JOSEPH L &  
CONNIE B  
231 SOUTHRIVER  
WIMBERLEY, TX 78676

WILSON, WADE  
11 LITTLE RANCHES RD  
WIMBERLEY, TX 78676

HARRISON MICHAEL J &  
DEBORAH P  
248 CLARK DR  
SAN MATEO, CA 94402

MADDOX, MARGARET B  
918 FLITE ACRES  
WIMBERLEY, TX 78676

TUCKWOOD GREG & ANN  
502 NENANA DR  
HOUSTON, TX 77035

NELSON JOHN EDWIN &  
ANGELA  
487 HILL COUNTRY TRL  
WIMBERLEY, TX 78676

GUIBERTEAU MILTON J &  
JACKSON DAN W III  
110 MONTEVISTA CIR  
WIMBERLEY, TX 78676

YOUNG, CLIFTON L  
P O BOX 430490  
HOUSTON, TX 77243-0490

CURRIE ROBERT A & SALWA  
KHAN  
250 WIMBERLEY HILLS DR  
WIMBERLEY, TX 78676-5610

JAROSZ GARY W & MARY F  
565 HILL COUNTRY TR  
WIMBERLEY, TX 78676

DUKE DAVID & DENISE  
P O BOX 1955  
WIMBERLEY, TX 78676-1955

KING JOHN & NAOMI  
P O BOX 816  
POINT COMFORT, TX 77978

PERRYMAN LANCE & SHERRY  
LADAWN  
304 HUB DR  
WIMBERLEY, TX 78676

ACOBSON, BARBARA  
51D WIMBERLEY HILLS DR  
WIMBERLEY, TX 78676

	WIMBERLEY STARR PROPERTIES LLC 233 HIDDEN OAKS RD WIMBERLEY, TX 78676	SLIVA DON & TERESA 548 HILL COUNTRY TRL WIMBERLEY, TX 78676
LUNOW JERRY M & DIANE A 85 CR 1492 WIMBERLEY, TX 78676	BRITTAIN, DAVID 55 CRAZY CROSS RD WIMBERLEY, TX 78676	OMELCHUCK ALFRED & MARGARET P O BOX 286 WIMBERLEY, TX 78676-0286
MOELLER MICHAEL & NORA O BOX 2412 WIMBERLEY, TX 78676-2412	CARR, NICK D P O BOX 2528 EAGLE PASS, TX 78853-2528	ROBINSON, BILL 12333 S RANCH RD 12 WIMBERLEY, TX 78676
CARR, NICK D O BOX 2528 EAGLE PASS, TX 78853-2528	GARRETT LARRY & PAMELA 7001 SEBESTA LANE COLLEGE STATION, TX 77845	CARR, NICK D P O BOX 2528 EAGLE PASS, TX 78853-2528
VAUGHAN SCOTT A & SARAH O BOX 707 WIMBERLEY, TX 78676-0707	OLUFSEN BEBE E 1401 EVA UNIT # 401 AUSTIN, TX 78704	HARTSOCK D LANE & BEVERLY A 171 RIVER BEND RD WIMBERLEY, TX 78676
HOORMAND, GOLNAZ 450 BERING DR HOUSTON, TX 77057	THOMPSON JEFFREY & SHARON P O BOX 800 WIMBERLEY, TX 78676-0800	OLDMIXON PAT & KAREN 501 CARTER DR AUSTIN, TX 78704
PETCH, LORNA LOIS 141 COUNTY RD 1492 WIMBERLEY, TX 78676	BUSBY MARK B & LINDA W 115 CEDAR SPRINGS DR WIMBERLEY, TX 78676	ELLISON BETH & MENDOZA RICHARD P O BOX 29 WIMBERLEY, TX 78676-0029
KEIL GARY & REBECCA 595 FLITE ACRES RD WIMBERLEY, TX 78676	STOCK, DOROTHY V 1920 FLITE ACRES RD WIMBERLEY, TX 78676	
FIELDS LINDA GREGG & GREGG STEVE 733 SUNSET BLVD HOUSTON, TX 77005	CASA BLANCO PARTNERS 11903 LAURIE LN HOUSTON, TX 77024	GREGG, STEPHEN P O BOX 649 WIMBERLEY, TX 78676-0649
HERRING, BEVERLY O BOX 2173 WIMBERLEY, TX 78676-2173	CROWDER BARRY DALE & RONNELL 1006 TEXAS AVE SWEENEY, TX 77480	FULKERSON THOMAS M & GINA V 131 RIVER BEND RD WIMBERLEY, TX 78676

BYER THOMAS G & DIANE C  
7226 SADDLE RIDGE PASS  
CYPRESS, TX 77433-5961

SHORT, BILLIE EUBANKS  
2230 FLITE ACRES RD  
WIMBERLEY, TX 78676

BURCHFIELD, J C  
P O BOX 162  
WIMBERLEY, TX 78676-0162

SHORT, BILLIE EUBANKS  
230 FLITE ACRES RD  
WIMBERLEY, TX 78676

WALLACE, BARBARA D  
50 BARBER DR  
WIMBERLEY, TX 78676-5228

THOMPSON JAMES J & JUDY L  
P O BOX 2345  
WIMBERLEY, TX 78676-2345

LINCOLN, PATRICIA PITTMAN  
208 W BLANCO BEND DR  
WIMBERLEY, TX 78676

ALLISON, KAY  
70 SKYLINE RIDGE LOOKOUT  
WIMBERLEY, TX 78676

VAN GUNDY HELEN TRUSTEE  
ROBERT VAN GUNDAY TRUST  
301 LOQUAT  
SAN MARCOS, TX 78666

CARR BREN M & JOHN E  
12500 RR12  
WIMBERLEY, TX 78676

ACOBY, LINDA S  
204 TRAIL OF MADRONES  
USTIN, TX 78746

SYMMS NANCY M  
13527 CHICKEN DINNER RD  
CALDWELL, ID 83607

GRIFFIN AMY A & RICHARD D  
301 JUCTION HWY # 320  
KERRVILLE, TX 78028

ELBEIN ALAN D & ELAINE J  
O PINTO PT  
LITTLE ROCK, AR 72211

HARRISON MICAH & ERICKA  
101 CHAPARRAL DR  
WIMBERLEY, TX 78676

HEARN, ROSEMARY  
PO BOX 1603  
WIMBERLEY, TX 78676-1603

MANSON, RAYMOND R, Jr.  
25 CEDAR SPRINGS DR  
WIMBERLEY, TX 78676

SIMPSON ROY E JR & MELISSA  
ANN  
117 HILL COUNTRY TRL  
WIMBERLEY, TX 78676-9362

REYNOLDS RICHARD A &  
JEANNE M  
670 LAS COLINAS DR  
WIMBERLEY, TX 78676

IOACONO, JOSEPH, II  
O BOX 1584  
USTIN, TX 78767-1584

ADARE, CLIFFORD L  
2000 RIVER RD  
WIMBERLEY, TX 78676

SCHOENSTEIN HERMAN K &  
PATTI  
4110 W COLES WASH LN  
TUCSON, AZ 85745-4109

RIGGE ALAN C &  
ATHARINE C  
010 LODENBERRY CT  
ATY, TX 77494

WIETZKI, LIV TRUST  
KENNETH W & MARY WIETZKI  
688 LAS COLINAS  
WIMBERLEY, TX 78676

MOODY, KEITH J  
P O BOX 2428  
WIMBERLEY, TX 78676-2428

WOOD ED & LEACH JACK JR  
0 RIDGE RD  
WIMBERLEY, TX 78676

HOWES FREDERICK &  
BEATRICE V  
11 BUG HILL RD  
ASHFIELD, MA 01330

DAVIDSON JAMES R & LAURA  
101 LIGHTED WAY  
WIMBERLEY, TX 78676-5113

CIMA KATHERINE ELIZABETH  
& STOCKMAN JAMES  
BRADLEY  
P O BOX 27  
WIMBERLEY, TX 78676-0027

TREVINO, PEARL A  
295 STONEY CREEK MEADOW  
DR  
WIMBERLEY, TX 78676

LATIMER GAYLAN &  
BARBARA  
020 CR 1492  
WIMBERLEY, TX 78676

MCKINNEY HILDA A &  
DARREN  
WINN VALLEY WAY  
WIMBERLEY, TX 78676

CONGER-OLLE BUILDERS INC  
O BOX 1116  
WIMBERLEY, TX 78676-1116

UNITED METHODIST CHURCH  
OF WIMBERLEY  
O BOX 826  
WIMBERLEY, TX 78676-0826

CHOBEL, ALFRED, Jr.  
01 MESA DR  
WIMBERLEY, TX 78676

ELLIS, JOHN  
500 LEATH HOLLOW  
WIMBERLEY, TX 78676

TYSON TRACEY SUE &  
ARDENT DEREK  
296 STONEY CREEK MEADOWS  
DR  
WIMBERLEY, TX 78676

BUSK GRANT C JR  
351 RIVER MEADOWS RD  
WIMBERLEY, TX 78676

TREVIZO RENE S & ROBIN A  
2900 N SULPHUR SPRINGS RD  
DOUGLAS, AZ 85607

PETCH, LORNA LOIS &  
GODFREY, SUSAN W  
1141 COUNTY RD 1492  
WIMBERLEY, TX 78676

MILHOLLAND MEGAN K &  
MATTHEW T  
2026 WESTMINSTER DR  
ABILENE, TX 79602

ENSIGN, FRANK  
101 WINN WOOD RD  
WIMBERLEY, TX 78676

KNIES MARTHA ANN TRUST A  
& KNIES TED TRUST B  
P.O. BOX 1821  
WIMBERLEY, TX 78676-1821

HARRISON WILLIAM O &  
SUSAN L  
303 MESA DR  
WIMBERLEY, TX 78676

NALL, MARY B  
213 MESA DR  
WIMBERLEY, TX 78676

JOINER, JOHN W  
P O BOX 2749  
WIMBERLEY, TX 78676-2749

ALTOM GARNER PRINCE &  
LETA M  
5463 PARADISE DR  
CORTE MADERA, CA 94925-  
9492

LATIMER BARBARA &  
GAYLAN R  
P O BOX 2103  
WIMBERLEY, TX 78676-2103

CROWN CASTLE GT  
COMPANY LLC  
PMB - 353  
4017 WASHINGTON ROAD  
MC MURRAY, PA 15317

THOMASON JAMES C &  
JUANITA D  
P O BOX 963  
WIMBERLEY, TX 78676-0963

WIMBERLEY UNITED  
METHODIST CHURCH  
P.O. BOX 737  
WIMBERLEY, TX 78676-0737

ANDERSON, PETER D  
P O BOX 350  
WIMBERLEY, TX 78676-0350

HICKS RICHARD A JR  
20443 RIVER RIDGE DR  
PORTER, TX 77365

ZELLER JOHN-PAUL &  
CARTER SHARON  
263 MESA DR  
WIMBERLEY, TX 78676

ROMANO MEGAN & MORGAN  
IRREVOCABLE TRUST  
0800 RANCH RD 12  
WIMBERLEY, TX 78676

GEORGETOWN HOMES  
3904 PALMER DR  
ROUND ROCK, TX 78664

HARRISON MICAH & ERICKA  
101 CHAPARRAL DR  
WIMBERLEY, TX 78676

GODFREY, SUSAN W  
141 COUNTY RD 1492  
WIMBERLEY, TX 78676

TREVIZO RENE S & ROBIN A  
2900 N SULPHUR SPRINGS RD  
DOUGLAS, AZ 85607

PETCH, LORNA LOIS  
1141 COUNTY RD 1492  
WIMBERLEY, TX 78676

HARRISON MICAH & ERICKA  
101 CHAPARRAL DR  
WIMBERLEY, TX 78676

PETCH LORNA & GODFREY  
SUSAN  
1141 COUNTY RD 1492  
WIMBERLEY, TX 78676

ANDERSON PETER D & RITA C  
P O BOX 350  
WIMBERLEY, TX 78676-0350

LUTHERAN CHURCH OF THE  
RESURRECTION  
P O BOX 1087  
WIMBERLEY, TX 78676-1087

ELLIS, DEBORAH ANN  
P O BOX 2530  
WIMBERLEY, TX 78676-2530

WIGHTMAN, ALICE LEE  
200 RIM RD  
WIMBERLEY, TX 78676

PATTON ALTON DEWITT  
& PATTON THOMAS CALVIN  
390 ROCKY SPRINGS ROAD  
WIMBERLEY, TX 78676

STARRETT STANLEY JR &  
ELIZABETH  
110 COUNTY RD 1492  
WIMBERLEY, TX 78676

BREITENBACH EDWARD &  
ERIN  
5008 JEFFERY PL  
WIMBERLEY, TX 78745-5511

MCKINNEY, MITCHELL J  
1101 W HWY 290 STE 2008  
JUSTIN, TX 78737

ELBEIN ALAN D & ELAINE J  
20 PINTO PT  
LITTLE ROCK, AR 72211

SCOTT AARON J & ANGELA D  
1861 FLITE ACRES RD  
WIMBERLEY, TX 78676

HOLT RICHARD A &  
KATHLEEN  
421 PATTERSON AVE  
SAN ANTONIO, TX 78209-5630

WRIGHT FLOYD & SHANN  
IRREVOCABLE LIVING TRUST  
12322 RANCH ROAD 12  
WIMBERLEY, TX 78676

HOLT RICHARD A &  
KATHLEEN  
421 PATTERSON AVE  
SAN ANTONIO, TX 78209-5630

CARR BREN M & JOHN E  
12500 RR12  
WIMBERLEY, TX 78676

WARE CHARLES D JR  
12400 RANCH RD 12  
WIMBERLEY, TX 78676

PELLERIN BILLIE L &  
12900 RANCH RD 12  
WIMBERLEY, TX 78676

WIMBERLEY WATER SUPPLY  
P O BOX 10  
WIMBERLEY, TX 78676-0010

HERRING, BEVERLY  
P O BOX 2173  
WIMBERLEY, TX 78676-2173

CAMPBELL LIVING TRUST  
% RICHARD P & MARY F  
CAMPBELL  
24 PINON TRL  
WIMBERLEY, TX 78676

DUNN, JOHN, Jr.  
P O BOX 305  
WIMBERLEY, TX 78676-0305

ROSBOROUGH FAMILY LIV  
TRUST % ROSBOROUGH JAMES  
& ELSA R  
411 BURNING HILLS DR  
HOUSTON, TX 77071

SAYRE, VIRGIL  
P O BOX 108  
WIMBERLEY, TX 78676-0108

GREEN, TENLI  
110 GREEN ACRES  
WIMBERLEY, TX 78676

COMPYREAN JOINT VENTURE  
RANDY C & LYNDE E  
TUBBS  
38 MISTY LAKE DR  
UGAR LAND, TX 77478

M JANE VANINGER &  
ELINGER ANNE L  
01 SHADE RD  
WIMBERLEY, TX 78676

COMPANIE, DAVID  
0 LINK LANE  
WIMBERLEY, TX 78676

WOODWIN, MICHAEL J  
5 E INWOOD FOREST DR  
WIMBERLEY, TX 78676

HAYS COUNTY OF  
AUDITORS OFFICE  
102 N LBJ DRIVE  
SAN MARCOS, TX 78666

COMPANIE, DAVID  
180 LINK LANE  
WIMBERLEY, TX 78676

JOHNSON, LOUVAUGHN  
340 WAYSIDE DR  
WIMBERLEY, TX 78676

NEW JAMES T JR  
P O BOX 1421  
WIMBERLEY, TX 78676-1421

BOWELL EDWARD L &  
ANDRIANA I  
P O BOX 485  
WIMBERLEY, TX 78676-0485

YANKOVOY, THOMAS M  
500 WAYSIDE DR  
WIMBERLEY, TX 78676

HAGER MARCELLA L &  
RODGER A  
333 CHAPARRAL DR  
WIMBERLEY, TX 78676

NEIGHBORS ALLAN H III &  
NANCY D  
950 SPOKE HOLLOW  
WIMBERLEY, TX 78676

RUTHERFORD RONALD JR &  
BARBARA  
200 LINK LN  
WIMBERLEY, TX 78676

SEARLES, CHRISTOPHER  
100 INWOOD FOREST DR  
WIMBERLEY, TX 78676

REINARZ, TOM  
1845 WAYSIDE DR  
WIMBERLEY, TX 78676

LEGER L A LT COL  
511 ROBINHOOD PL  
SAN ANTONIO, TX 78209

WILLIAMS, NELDA  
P O BOX 532  
WIMBERLEY, TX 78676-0532

KELLY, EVELYN E  
632 WILCREST  
HOUSTON, TX 77042

CROWLEY MICHAEL & JANET  
602 WAYSIDE DR  
WIMBERLEY, TX 78676-5118

BAKER, TAYLOR  
700 WAYSIDE DR  
WIMBERLEY, TX 78676-5118

WILLIAMS N J FAMILY  
PARTNERSHIP LTD  
P O BOX 532 RR 12 S  
WIMBERLEY, TX 78676-0532

LINDSEY THOMAS H &  
MICHELLE R  
P O BOX 1572  
WIMBERLEY, TX 78676-1572

KIMBRO, KENNETH C  
111 E INWOOD FOREST DR  
WIMBERLEY, TX 78676

BOURKE, DONNA H  
104 E INWOOD FOREST DR  
WIMBERLEY, TX 78676

PAPARELLA MICHAEL &  
REBEKAH  
10 E INWOOD FOREST DR  
WIMBERLEY, TX 78676

EAGLE CREEK HOMES  
P O BOX 362  
WIMBERLEY, TX 78676-0362

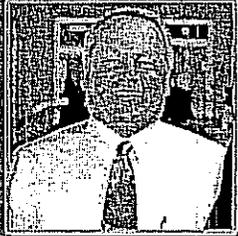
PATTON DONNA M &  
ALEXANDER H  
2840 GLACIER WAY UNIT E  
WAUCONDA, IL 60084-5065

DELOZIER ABBE & ROBERT  
0708 REGAL OAKS DRIVE  
AUSTIN, TX 78737

# THE CLASSIFIEDS

Wednesday, March 10, 2010

Email your ads to: [classad@wimberley-tx.com](mailto:classad@wimberley-tx.com)



## Capitol Chevrolet

Your Home Town Connection

Alan Jones  
Sales Manager  
512-445-1223  
[ajones@capitolchevy.com](mailto:ajones@capitolchevy.com)

For a Friendly and Professional Experience  
CHEVROLET - AN AMERICAN REVOLUTION

512-444-8888  
6200 South IH 35  
Exit Wm. Cannon  
[www.capitolchevy.com](http://www.capitolchevy.com)

### ★ LEGALS & PUBLIC NOTICES

#### PUBLIC NOTICE

Application has been made with the Texas Alcoholic Beverage Commission For a Mixed Beverage Permit, By Randy's Cypress Creek Cafe, L.L.C. doing business As Cypress Creek Cafe, to be located at 320 Wimberley square, Wimberley, Hays County, Texas Charles R. Useton-Member (01807-2p2/20)

**PUBLIC NOTICE**  
**NOTICE OF PUBLIC HEARING**  
(Citywide Zoning)  
Notice is hereby given that the Planning &

Zoning Commission of the City of Wimberley will hold a public hearing at Wimberley City Hall on Thursday, March 25, 2010, at 6:30 p.m. to consider the following: ZA-09-011 - a city initiated proposal to zone certain currently un-zoned properties along and or near Ranch Road 12, County Road 1492, Spoke Hollow Road, River Road, Stillwater Street, Southriver Road, Hill Country Trail, Leath Hollow Drive, Ridge Road, Barber Drive, Rim Road, River Bend Road, Climbing Way, Little Ranches Road, Chaparral Drive, Wayside Drive, and Flite Acres Road from un-zoned to Residential Acreage (RA), Rural Residential 1 (R1), Single Family Residential 2 (R2), Single Family Residential 3 (R3), Scenic Corridor (SC), Commercial - Low Impact (C1), or Public Protection Utility (PPU). The specific properties in this corridor to be zoned and the new proposed zoning classifications

are shown on a map that is displayed at City Hall. Maps may also be viewed at the Community Center and the Library. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a public hearing on Thursday, April 1, 2010, at 6:30 p.m. at City Hall. Comments on the proposed zoning from any member of the public may be presented in person or by mail (PO Box 2027) at City Hall prior to the hearings. The public may be presented in person or by mail (PO Box 2027) at City Hall prior to the hearings. The public will be granted an opportunity to speak at the hearings. Additional information concerning the proposed action is available for review at Wimberley City Hall, 12111 Ranch Road 12, Wimberley, Texas. (01616/1a/20)

**PUBLIC NOTICE**  
**NOTICE TO ALL PERSONS HAVING CLAIMS AGAINST THE ESTATE OF MARY SUE LYLE.**

**DECEASED.**  
Notice is hereby given that original Letters Testamentary for the Estate of MARY SUE LYLE, Deceased, were issued on March 1, 2010, In Cause No. 11538-P pending in the County Court at Law, Hays County, Texas, Sitting in Matters Probate to: JACK W. LYLE The residence address of the Independent Executor is In Hays County, Texas, and the mailing address of the Independent Executor is: c/o Nelson M. Davidson, Jr. Attorney at Law P.O. Box 529 Dripping Springs, Texas 78620 All persons having claims against this Estate which is currently being administered are required to present them within the time and in the manner prescribed by law. Dated the 2nd day of March, 2010. Nelson M. Davidson, Jr. Attorney at Law Nelson M. Davidson, Jr. Attorney for the Estate

(00799/1a/20)  
**PUBLIC NOTICE**  
**CITATION BY PUBLICATION**  
THE STATE OF TEXAS COUNTY OF HAYS TO: Karen W. Sleighter, and the Unknown Heirs of Donald George Sleighter, DECEASED: On the 22nd day of February, 2010, Karen W. Sleighter filed an Application to Determine Heirship, for Appointment of Independent Administrator, and for Issuance of Letters of Administration in the Estate of Donald George Sleighter, In a proceeding styled In The Estate of Donald George Sleighter, Deceased, and bearing the number 11545-P in the County Court at Law of Hays County, Texas. The Court will hear the aforesaid application at 10:00 A. M. on the first Monday, after the expiration of ten (10) days, exclusive of the day of Publication, from the

day of publication. Applicant's attorney name and address: Marilyn G. Miller P.O. Box 917, 151 Loop 64E., Suite D Dripping Springs, Texas 78620 (512) 894-0319 - Telephone (512) 894-4010 - Fax TBN: 14099180 If this citation is not served within ninety (90) days after the date of Issuance. It shall be returned unserved. Given under my hand and seal of office, this the 22nd day, of February, 2010 at San Marcos, Texas. LINDA C. FRITSCHE CLERK OF THE COUNTY COURT OF HAYS COUNTY, TEXAS HAYS COUNTY JUSTICE CENTER 110 E. MLK DRIVE SAN MARCOS, TEXAS -78666 ISSUED THIS 22nd. day of February, 2010. LINDA C. FRITSCHE CLERK OF HAYS COUNTY, TEXAS (01806/1a/20)

**PUBLIC NOTICE**  
By order of the Hays County Commissioners'

Court, notice is hereby given that on Tuesday, March 23, 2010 at 9 a.m. in the Hays County Courthouse, 111 San Antonio Street, the Hays County Commissioners' Court will hold a public hearing to consider: Replat of lots 33 and 34, Mustang Valley Subdivision, Section 4. (00782/3a/23)

**PUBLIC NOTICE**  
**NOTICE OF ESTRAY CASE NUMBER C10-06441**  
1. PERSON REPORTING ESTRAY: NAME DARLENE BROWN /MARK WALKER 190 ANGEL HILL KYLE, TX. 78640  
2. DATE ESTRAY REPORTED TO SHERIFF: 1-24-10  
3. LOCATION OF ESTRAY WHEN FOUND: 190 ANGEL HILL KYLE, TX 78640  
4. LOCATION OF ESTRAY WHILE IMPOUNDED: LOCKHART AUCTION 2601 HWY. 183 SOUTH LOCKHART, TX. 78540  
5. DESCRIPTION OF

ESTRAY: KIND OF ANIMAL 2 COWS BREED CHAROLAIS COLOR DARK BLOND (2) SEX FEMALE (2) AGE COWS (2) 2 YOA 900 - 1000 EACH BRAND, EARMARK, IDENTIFYING CHARACTERISTICS NO BRANDS NO MARKINGS TOMMY RATLIFF SHERIFF, HAYS COUNTY TEXAS DESIGNEE OF SHERIFF OF HAYS COUNTY (00774/2a/18 & 20)

#### **PUBLIC NOTICE** **NOTICE TO CREDITORS**

Notice is hereby given that original Letters of Administration for the Estate of Paul William Kuttner Deceased, were issued on March 1, 2010, in Cause No. 11527-P, pending in the County Court of Hays County Texas, to: Philip Alan Kuttner. All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time

2-4-10

City of Wimberly,

I Licath Stepler would like to keep  
my lots 40A + 39A in South River zoned  
commercial.

Thanks,

W A Stepler

City of Wimberley  
12111 RR12,  
Wimberley TX 78676

Feb. 23, 2010

Dear Manager Ferguson:

I am in receipt of your Notice of City Initiated Zoning letters dated January 12, 2010 in which you inform me of the intention of the City of Wimberley to zone my two properties at 1155 County Road 1492.

It is my understanding that the proposed zoning will occur with notice that the entire 6.07 acre tract is now in use as a park for recreational vehicles, and the housing and service buildings associated with that enterprise. This business has been in constant use for several years and I anticipate the continued use of the property for this purpose.

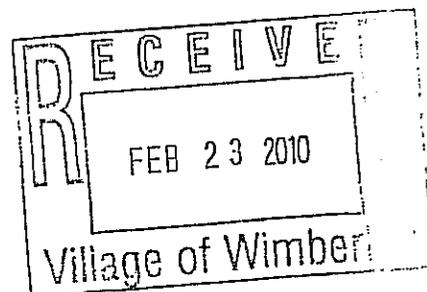
The second track, which is the entire 2.00 acre track which at this time has both a mobile home and a recreational vehicle site has also been in constant use for several years and I anticipate the continued use of the property of this same purpose.

I have no objection to the proposed zoning as shown on the above mentioned letters of RA and R-2 as long as that event will not affect my ability to continue the business or my resident or my right to sell the business or my resident at some future date to a buyer who intends to continue its operation.

Please notify me immediately if the proposed zoning will adversely impact any of the objectives I have described above. Otherwise, I do not object to the RA and R-2 zoning of my properties.

Thank you,

  
Sherry Priddy  
Priddy Meadow RV Park  
Wimberley, TX



City of Wimberley  
12111 RR12  
Wimberley, TX 78676

16 February 2010

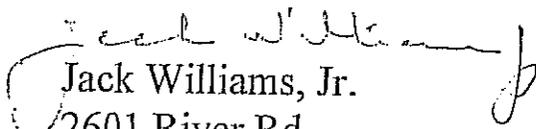
Subject: Notice of City Initiated Zoning (Oct 29, 2009 and  
January 12, 2010)  
R-18541; R-18542; R-18543

Dear City of Wimberley:

If the properties are to be zoned, I desire a zoning of Commercial-Low Impact (C-1) because of its proximity to properties now in commercial use across RR12 (location of new City Offices and other commercial activities), highway and City road interfaces, corridor of PEC power lines and water pipelines on the properties, and rental property and remnants of old low water bridge access road and structure on the properties.

Part of these properties (R-18543) were the subject of City's prior zoning notice to me dated 10/29/09 and my response dated 12/13/09 requesting Commercial Low Impact zoning.

Sincerely,

  
Jack Williams, Jr.  
2601 River Rd.  
Wimberley, TX 78676

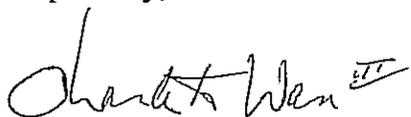
12404 Ranch Road 12  
Wimberley, Tx. 78676  
February 5, 2010

City of Wimberley  
Attn. Don Ferguson, City Admin.  
P. O. Box 2027  
Wimberley, Tx. 78676

Dear Sir:

Per your letter of January 12, 2010, I am responding to the proposal that this property be zoned Residential. I request a change. My wife and I have operated a business at this location for 40 years. Due to changes around us over the years, we have had to make modifications to our business periodically. Therefore, we request that this property be zoned "Scenic Corridor" so that we might change and grow, as Wimberley changes and grows.

Respectfully,

A handwritten signature in cursive script that reads "Charles D. Ware III". The signature is written in dark ink and includes a stylized flourish at the end.

Charles D. Ware III

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

AN ORDINANCE OF THE CITY OF WIMBERLEY, AMENDING SECTION 155 (ZONING), APPENDIX F, OF THE CODE OF WIMBERLEY, DESIGNATING GEOGRAPHIC BOUNDARIES FOR A PARTICULAR ZONING DISTRICT AND CLASSIFICATION FOR UN-ZONED REAL PROPERTY LOCATED ALONG AND/OR NEAR RANCH ROAD 12, COUNTY ROAD 1492, SPOKE HOLLOW ROAD, RIVER ROAD, STILLWATER STREET, SOUTHRIVER ROAD, HILL COUNTRY TRAIL, LEATH HOLLOW DRIVE, RIDGE ROAD, BARBER DRIVE, RIM ROAD, RIVER BEND ROAD, CLIMBING WAY, LITTLE RANCHES ROAD, CHAPARRAL DRIVE, WAYSIDE DRIVE AND FLITE ACRES ROAD IN WIMBERLEY, HAYS COUNTY, TEXAS, AND FURTHER DESCRIBED AND SHOWN ON THE EXHIBITS ATTACHED TO THIS ORDINANCE; AND DESIGNATING THE INITIAL ZONING FOR EACH TRACT FROM UN-ZONED TO EITHER RESIDENTIAL ACREAGE (RA) RURAL RESIDENTIAL 1 (R-1), SINGLE FAMILY RESIDENTIAL 2 (R-2), SINGLE FAMILY RESIDENTIAL 3 (R-3), SCENIC CORRIDOR (SC) COMMERCIAL – LOW IMPACT (C-1) AND PUBLIC PROTECTION UTILITY (PPU) AS SHOWN ON THE ATTACHED ZONING MAPS; AND PROVIDING FOR THE FOLLOWING: DELINEATION ON ZONING MAP; SEVERABILITY; EFFECTIVE DATE AND PROPER NOTICE AND MEETING.

WHEREAS, the regulations established by Section 155 (Zoning), as amended, (the “Code”) are specifically designed to lessen congestion in the streets; secure safety from fire, panic, and other dangers; promote health and general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; facilitate the adequate provision of transportation, water, sewers, schools, parks, and other public facilities; and

WHEREAS, in the course of adopting the regulations established by the Code, the Planning and Zoning Commission and City Council gave careful consideration to the unique qualities of the City, including the demographics of its inhabitants, the community’s history, geography, natural resources, existing structures, property values, workforce, education levels, commercial base, surrounding communities, public facilities and infrastructure; and

WHEREAS, the regulations established by the Code have been adopted with reasonable consideration, among other things, for the character of each district and its peculiar suitability for the particular uses; with a view of conserving property values and encouraging the most appropriate use of land in the City; and

WHEREAS, the regulations established by the Code are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City; and

WHEREAS, the following enactments are a valid exercise of the City’s broad police powers and based upon the City’s statutory regulatory authority, including but not limited to Texas Local Government Code Chapters 51, 52, and 211; and

**WHEREAS**, the City Council and Planning and Zoning Commission have carefully reviewed the requirements of the City's Code of Ordinances and have concluded that the un-zoned real property described herein located along and/or near Ranch Road 12, County Road 1492, Spoke Hollow Road, River Road, Stillwater Street, Southriver Road, Hill Country Trail, Leath Hollow Drive, Ridge Road, Barber Drive, Rim Road, River Bend Road, Climbing Way, Little Ranches Road, Chaparral Drive, Wayside Drive and Flite Acres Road in Wimberley, Hays County, Texas, is hereby designated with the initial zoning classifications as shown on the attached zoning maps, and that such designation is consistent with established City policy and in the public interest; and

**WHEREAS**, parties in interest and citizens have had an opportunity to be heard at public hearings conducted by the Planning and Zoning Commission and City Council, notice of which was published in the City's official newspaper before the 15<sup>th</sup> day before the first public hearing and agendas for each hearing were posted at City Hall more than seventy-two (72) hours prior to the respective hearing.

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

#### **ARTICLE I. AMENDMENT**

Section 155 (Zoning) of the Code of Wimberley is hereby amended by adding the following language to Appendix F to read as follows, which shall be incorporated into and made part of Section 155 (Zoning), and given full weight and effect:

#### **Appendix F: Zoning District Designations**

The City Council of the City of Wimberley has divided the City into the zoning districts as follows. The applicable use, height, area and development regulations adopted by the City shall apply to each district. The following geographic boundaries of the zoning districts for the properties listed below are hereby established as follows:

The un-zoned real property located along and/or near Ranch Road 12, County Road 1492, Spoke Hollow Road, River Road, Stillwater Street, Southriver Road, Hill Country Trail, Leath Hollow Drive, Ridge Road, Barber Drive, Rim Road, River Bend Road, Climbing Way, Little Ranches Road, Chaparral Drive, Wayside Drive and Flite Acres Road in Wimberley, Hays County, Texas, and further shown and identified on the attached Exhibit "A" incorporated by reference, is hereby designated with the initial zoning classification as either Residential Acreage (RA), Rural Residential 1 (R-1), Single Family Residential 2 (R-2), Single Family Residential 3 (R-3) Scenic Corridor (SC), Commercial-Low Impact (C-1) and Public Protection Utility (PPU) as shown on the attached zoning maps labeled Exhibit "B" incorporated by reference for all purposes, subject to the following condition:

Prior to occupancy all property owners of property zoned Scenic Corridor (SC), and Commercial-Low Impact (C-1) by this Ordinance, shall install a privacy fence no less than eight feet (8') in height and a vegetative buffer along all property lines that abut a residential zoning district or residential use.

Except as expressly amended herein, Appendix F shall remain in full force and effect.

## **ARTICLE II. ZONING DISTRICT MAP**

The official Zoning District Map shall be revised to reflect the zoning district boundary established by this Ordinance.

## **ARTICLE 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.

## **ARTICLE IV. EFFECTIVE DATE**

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

## **ARTICLE 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 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_ (Ayes) to \_\_\_\_ (Nays) \_\_\_\_ (Abstain) vote of the City Council of the City of Wimberley, Texas.

## **CITY OF WIMBERLEY**

BY: \_\_\_\_\_  
Tom Haley, Mayor

**ATTEST:**

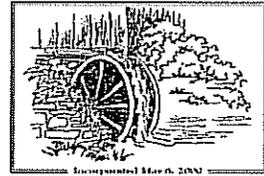
\_\_\_\_\_  
Cara McPartland, City Secretary

**APPROVED AS TO FORM:**

---

Carolyn J. Crosby, City Attorney

# Report for City Initiated Zoning ZA-09-012



## Summary:

City initiated zoning of certain un-zoned properties located at or near the intersection of Ranch Road 12 and FM 32

## Subject Property:

**Location:** Certain un-zoned properties located at or near the intersection of Ranch Road 12 and FM 32  
**Existing Use of Property:** Vacant, Residential, Commercial, Public  
**Existing Zoning:** Un-zoned  
**Proposed Zoning:** Commercial-Low Impact (C-1), Commercial-Moderate Impact (C-2), Highway Commercial (HC), Public Facilities (PF)  
**Planning Area:** I, IV, VI, VII  
**Overlay District:** Entrance Corridor (EC)

## Surroundings:

**Frontage On:** Ranch Road 12 & FM 32

## Legal Notice

**45 Day Property Owner Notification Period:** 12/15/09 – 1/29/10  
**200' Letters Sent Published:** 2/5/2010 (Revised Letter 2/24/10)  
2/10/10 (Revised Notice 2/27/10)

## Comments:

Case # ZA-09-012 is the last in a series of City-initiated zoning cases that will ultimately zone all un-zoned properties located within the city limits. To accomplish this task, City staff identified each of the un-zoned properties and their current use. Based on the direction of the City Council, City staff developed a recommended zoning designation for each of the un-zoned properties consistent with the *Wimberley Comprehensive Plan*, and compatible with the current use of the property and the planning area where the subject property is located. If a property was vacant, the recommended zoning for the property was residential unless the subject property had adjacent commercial properties which conflicted with a residential use.

Following the development of the zoning recommendations by City staff, the un-zoned property owners were notified in writing of the recommended zoning designation for their property and given forty-five (45) days to either agree with the recommendation or request a different permissible zoning designation for their properties.

To avoid the consideration of more than three-hundred ninety (390) individual zoning cases, City staff grouped the un-zoned properties and their proposed zoning designations into seven (7) separate zoning cases.

The seventh of these cases to be considered by the Planning and Zoning Commission is Case # ZA-09-012. The eight (8) un-zoned properties in this zoning case are located along Ranch Road 12 at or near its intersection with FM 32. The proposed zoning for the subject properties includes Commercial – Low Impact (C-1), Commercial – Moderate Impact (C-2), Highway Commercial (HC), and Public Facilities (PF).

One (1) of the affected property owners requested a zoning designation different from that recommended by the City staff. Listed below is the alternate zoning request that was received within the forty-five (45) day time period.

ID	Property Owner	Proposed Zoning	Requested Zoning
2	Collie Investments LTD	C-2	HC

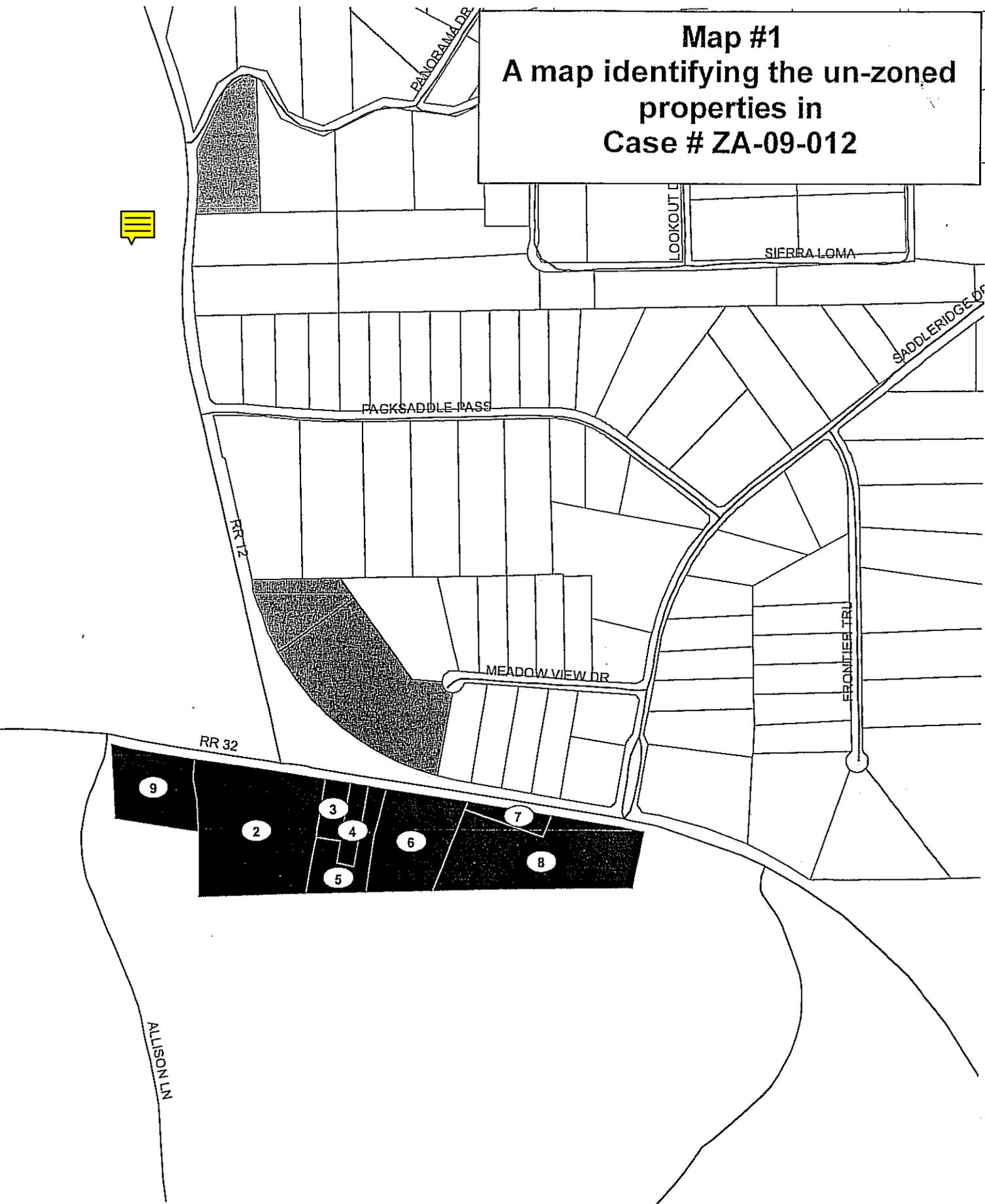
Attached are the following three maps for review and consideration:

- **Map #1**            A map identifying the un-zoned properties in Case # ZA-09-012
- **Map #2**            A map showing the zoning designations proposed by City staff in Case #ZA-09-012
- **Map #3**            A map showing the zoning designations proposed by City staff along with the alternate zoning requests from property owners in Case # ZA-09-012 (***This is the official zoning map to be considered for this zoning case***)

On March 25, 2010, the Planning and Zoning Commission held a public hearing on the subject zoning case. Afterwards, the Commission voted unanimously to recommend approval of Case # ZA-09-012 – the last of the seven (7) zoning cases that will complete the process of zoning all un-zoned properties in the City.

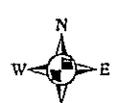
# Map #1

## A map identifying the un-zoned properties in Case # ZA-09-012



Subject Properties

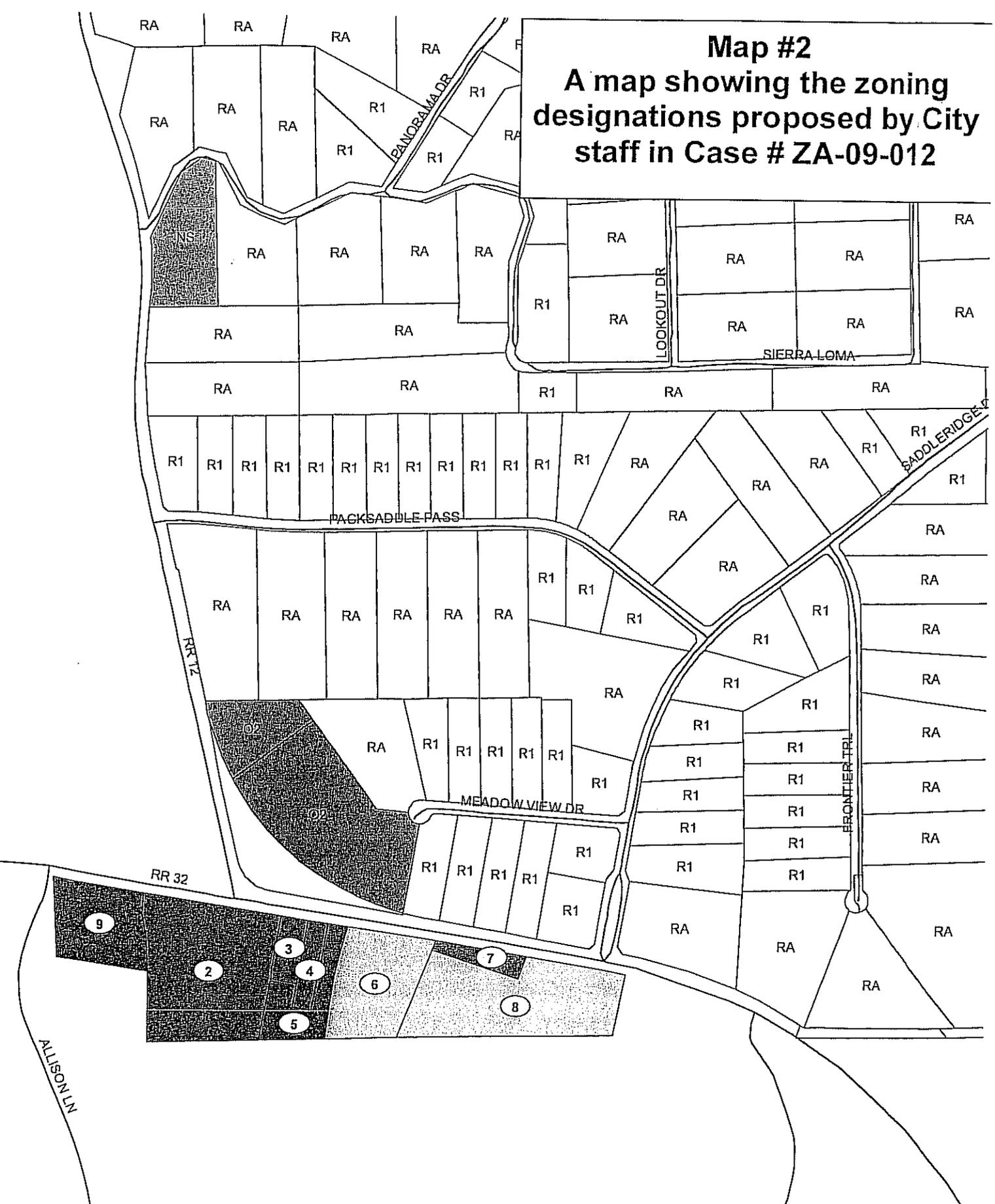
RA (Residential Acreage)	MF1 (Multi Family Residential 1)	C3 (Commercial - High Impact)
R1 (Rural Residential 1)	NS (Neighborhood Services)	L1 (Lodging 1)
R2 (Single Family Residential 2)	SC (Scenic Corridor)	L2 (Lodging 2)
R3 (Single Family Residential 3)	O1 (Office 1)	PR1 (Participant Recreation 1)
R4 (Single Family Residential 4)	O2 (Office 2)	PR2 (Participant Recreation 2)
R5 (Two-Family Residential: Duplex)	C1 (Commercial - Low Impact)	PPU (Public Protection Utility)
	C2 (Commercial - Moderate Impact)	PF (Public Facilities)



ALLEGHENY CT

# Map #2

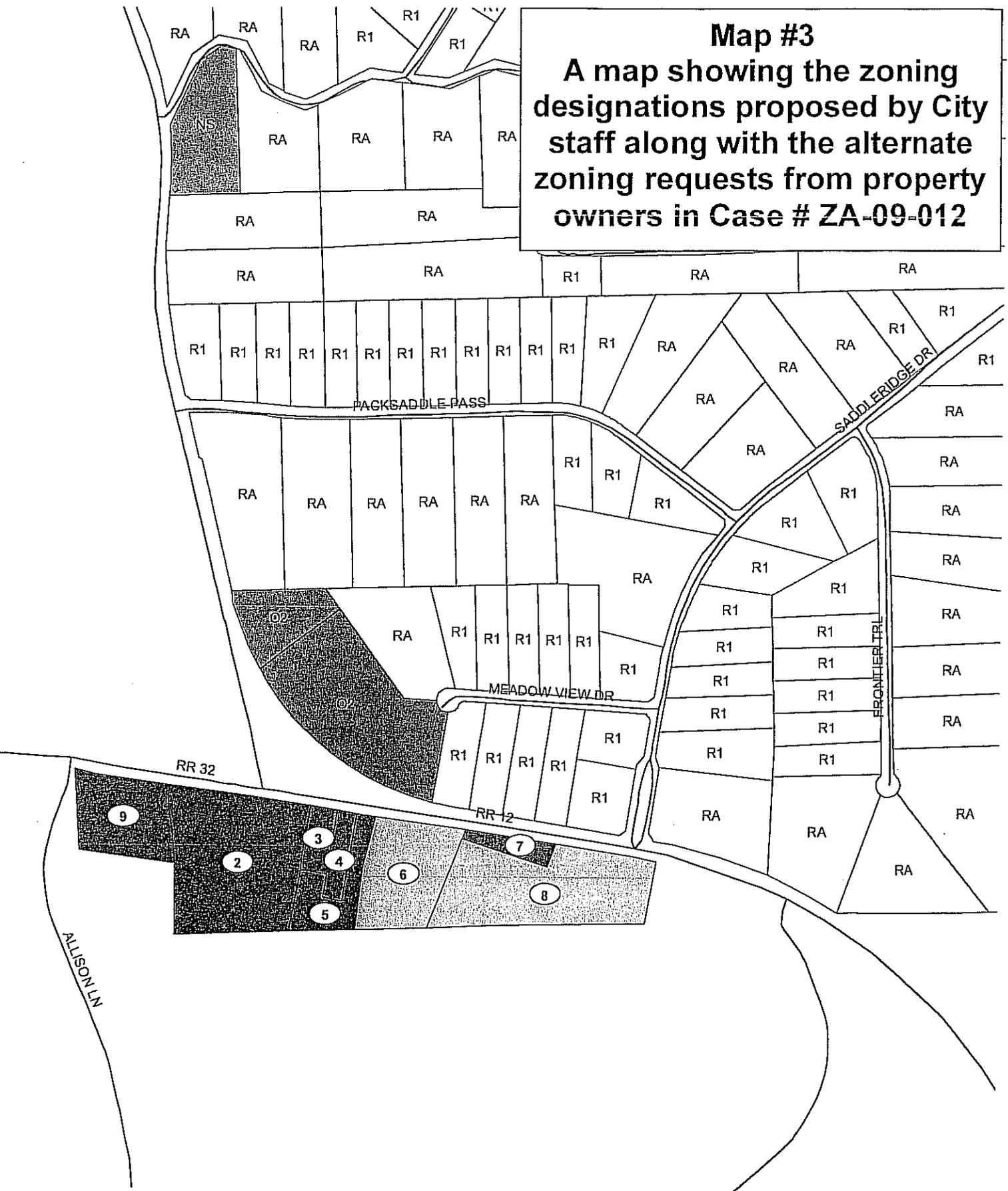
## A map showing the zoning designations proposed by City staff in Case # ZA-09-012



- |                                     |                                   |                                 |
|-------------------------------------|-----------------------------------|---------------------------------|
| RA (Residential Acreage)            | NS (Neighborhood Services)        | HC (Highway Commercial)         |
| R1 (Rural Residential 1)            | SC (Scenic Corridor)              | L1 (Lodging 1)                  |
| R2 (Single Family Residential 2)    | O1 (Office 1)                     | L2 (Lodging 2)                  |
| R3 (Single Family Residential 3)    | O2 (Office 2)                     | PR1 (Participant Recreation 1)  |
| R4 (Single Family Residential 4)    | C1 (Commercial - Low Impact)      | PR2 (Participant Recreation 2)  |
| R5 (Two-Family Residential; Duplex) | C2 (Commercial - Moderate Impact) | PPU (Public Protection Utility) |

# Map #3

A map showing the zoning designations proposed by City staff along with the alternate zoning requests from property owners in Case # ZA-09-012

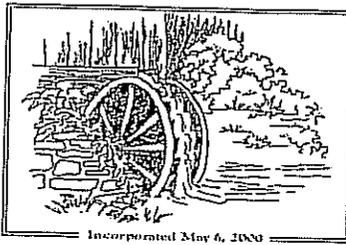


- |                                       |                                     |                                   |
|---------------------------------------|-------------------------------------|-----------------------------------|
| □ RA (Residential Acreage)            | ▨ NS (Neighborhood Services)        | ▨ HC (Highway Commercial)         |
| □ R1 (Rural Residential 1)            | ▨ SC (Scenic Corridor)              | ▨ L1 (Lodging 1)                  |
| □ R2 (Single Family Residential 2)    | ▨ O1 (Office 1)                     | ▨ L2 (Lodging 2)                  |
| □ R3 (Single Family Residential 3)    | ▨ O2 (Office 2)                     | ▨ PR1 (Participant Recreation 1)  |
| □ R4 (Single Family Residential 4)    | ▨ C1 (Commercial - Low Impact)      | ▨ PR2 (Participant Recreation 2)  |
| □ R5 (Two-Family Residential; Duplex) | ▨ C2 (Commercial - Moderate Impact) | ▨ PPU (Public Protection Utility) |
| □ MF1 (Multi Family Residential 1)    | ▨ C3 (Commercial - High Impact)     | ▨ PF (Public Facilities)          |



Property Identification Table  
Case # ZA-09-012

ID	Tax ID#	Legal Description	Acres	Site Address	Owner Name	Planning Area	Proposed Zoning	Requested Zoning
2	R12659	A0025 JAMES ALSTON JR SURVEY, ACRES 10.298	10.298	9595 RR 12	COLLIE, INVESTMENTS LTD	VI	C2	HC
3	R12661	A0025 JAMES ALSTON JR SURVEY, ACRES 1.00	1	9421 RR 12	WARREN, BLAKE	IV	C2	C2
4	R12662	A0025 JAMES ALSTON JR SURVEY, ACRES 1.00	1		CB & B REALTY LTD	IV	C2	C2
5	R12670	A0025 JAMES ALSTON JR SURVEY, ACRES 2.40	2.4	9435 RR 12	CB & B REALTY LTD	IV	C2	C2
6	R12663	A0025 JAMES ALSTON JR SURVEY, TRACT 6, ACRES 6.08	6.08	9401 RR 12	MCQUIGG, MARY KAY	IV	C1	C1
7	R12671	ABS 25 TR 114-82 JAMES ALSTON SURVEY, ACRES 1.80	1.80	9315 RR 12	SAC-N-PAC STORES INC	IV	C2	C2
8	R12666	Eagle Rock Ranchito Section III Block Lot	7.2		BERRY, DUANE	IV	C1	C1
9				16 Susha Rd	THE STATE OF TEXAS	VI	PF	PF



# City of Wimberley

12111 Ranch Road 12 (P.O. Box 2027), Wimberley, Texas 78676

Phone: 512-847-0025 Fax: 512-847-0422

Email: [village@anvilcom.com](mailto:village@anvilcom.com) Web: [www.vil.Wimberley.tx.us](http://www.vil.Wimberley.tx.us)

Tom Haley, Mayor - Charles Roccaforte, Mayor Pro-tem

Council Members: Bob Flocke, Bill Appleman, Steve Thurber, John White  
Don Ferguson, City Administrator

February 5, 2010

## NOTICE OF PUBLIC HEARING

Re: **File No. ZA-09-012**  
City Initiated Zoning  
Certain Un-zoned Properties Located at or Near the Intersection of Ranch Road  
12 & Farm to Market 3237

Dear Property Owner:

In order to implement the City of Wimberley's Comprehensive Plan amendments of July 2008, the City is undertaking a citywide rezoning project to guide future development throughout the City. For the purposes of this citywide zoning initiative, the City has been divided into seven (7) different regions, each of which will be handled individually. In Case # ZA-09-012, certain real properties located at the intersection of Ranch Road 12 and Farm to Market 3237 that are currently un-zoned will now be zoned under the City's regulations. The identified subject properties will change from un-zoned to Scenic Corridor (SC), Commercial - Low Impact (C1), Commercial - Moderate Impact (C-2), Highway Commercial (HC), and Public Facilities (PF). The specific properties in this area to be zoned and the new proposed zoning classifications are available for viewing on the maps displayed at City Hall, the Wimberley Community Center, and the Wimberley Village Library.

The City of Wimberley Planning & Zoning Commission will consider this zoning action at a public hearing on **Thursday, February 25, 2010 at 6:30 p.m.** in the Wimberley City Hall, 12111 Ranch Road 12. Upon a recommendation from the Commission, City Council will hold a public hearing to consider the same zoning action on **Thursday, March 4, 2010, at 6:30 p.m.** in the Wimberley City Hall.

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

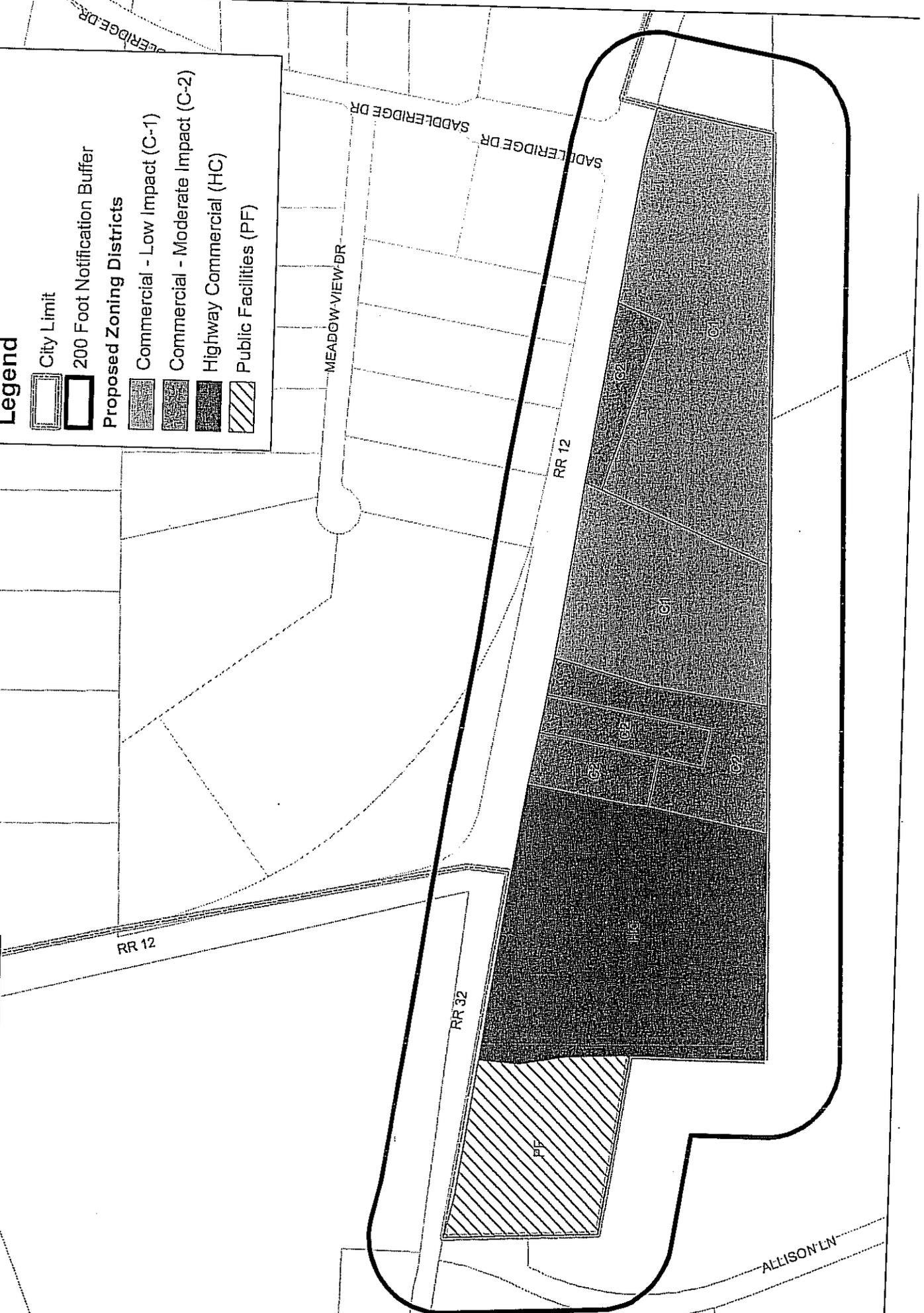
Additional information regarding the proposed zoning is available for public review at City Hall during normal business hours. Should you have questions, please contact the City Administrator at 512-847-0025.

CITY OF WIMBERLEY

# City Initiated Zoning Case ZA-09-012

**Legend**

- City Limit
- 200 Foot Notification Buffer
- Proposed Zoning Districts
  - Commercial - Low Impact (C-1)
  - Commercial - Moderate Impact (C-2)
  - Highway Commercial (HC)
  - Public Facilities (PF)



RODRIGUEZ MEDARDO &  
GLORIA I  
4900 AVALON AVE  
AUSTIN, TX 78744

MADRID RUBEN JR & SANDRA  
J  
110 CANYON GAP RD  
WIMBERLEY, TX 78676

WILLIAMSON JAMES K &  
MYRA WARE  
11102 VALENCIA CIR  
AUSTIN, TX 78759

METCALF BRANDON &  
KIMBERLEY  
220 MEADOW VIEW DR  
WIMBERLEY, TX 78676

FELTNER FRED  
226 FM 32  
SAN MARCOS, TX 78666

WILLIAMS THOMAS G & D  
KATHLEEN EST OF  
101 ALLISON LN  
SAN MARCOS, TX 78666

DELEON ELISEO & CARMEL L  
2205 SPICE BERRY CV  
AUSTIN, TX 78728

RIVERA JUVENTINO &  
JUANITA  
295 ORIENTE DR  
PLEASANTON, TX 78064

RIVERA JUVENTINO &  
JUANITA  
295 ORIENTE DR  
PLEASANTON, TX 78064

SADDLERIDGE VENTURE  
0  
P O BOX 1629  
WIMBERLEY, TX 78676-1629

FELTNER FRED  
226 FM 32  
SAN MARCOS, TX 78666

BERRY, DUANE  
1405 PROSPECT ST  
SAN MARCOS, TX 78666

DURIG LEWIS B & AYNUR  
12940 DIONYSUS DR  
AUSTIN, TX 78753

JONES LEONARD A  
7873 FM 3237  
DRIFTWOOD, TX 78619

SANUEL EXCAVATION &  
CONST CO  
152 W MOUNTAIN RD  
WIMBERLEY, TX 78676

BURKLUND JACK A &  
BEVERLY A  
8753 RANCH RD 12  
SAN MARCOS, TX 78666

TRAILS END RANCH  
PROPERTY  
0  
401 ALLISON LN  
SAN MARCOS, TX 78666

# THE CLASSIFIED

Saturday, February 27, 2010

### PUBLIC NOTICE NOTICE OF PUBLIC HEARING

(Citywide Zoning) Notice is hereby given that the Planning & Zoning Commission of the City of Wimberley will hold a public hearing at Wimberley City Hall on Thursday, March 25, 2010, at 6:30 p.m. to consider the following: ZA-09-012. As a city-initiated proposal to zone all currently un-zoned properties located at or near the intersection of RR-12 & FM-82 from un-zoned to Commercial Low Impact (C-1), Commercial Moderate Impact (C-2), Highway Commercial (HC) and Public Facilities (PF). The specific properties in this area region to be zoned and the newly proposed zoning classifications are shown on a map that is displayed at City Hall Maps, may also be viewed at the Community Center and the library. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a public hearing on Thursday, April 1, 2010, at 6:30 p.m. at City Hall. Comments on the proposed zoning from any member of the public may be presented in person or by mail (PO Box 2027) at City Hall prior to the hearings. The public will be granted an opportunity to speak at the hearings. Additional information concerning the proposed action is available for review at Wimberley City Hall, 12111 Ranch Road 12, Wimberley, Texas (00775/ra/17).

### PUBLIC NOTICE

★  
**BUSINESS OPPORTUNITIES**

**ESTABLISHED CASH FLOWING LOCAL BUSINESS**  
All assets & base convey. Low overhead. Owner may carry \$28,500. (Call Debbie Hill, Sanford Group 512-801-4280 (0963/cc/11))

★  
**COMMERCIAL FOR LEASE**

**BEAUTIFUL SANTA FE OFFICE COMPLEX**  
On 3.237 and 11.7 Acres. Five office spaces. Reception and waiting area. Can be leased as individual offices or sub-lease. (if offices not needed) \$1,150/mo. Agent 512-842-1286 (00777/lcc/16)

**RETAIL SPACE WIMBERLEY SQUARE**  
great location call fast 512-847-3483 (00730/cc/18)

**411 RIVER ROAD**  
2700 sq. ft. 3/2 Zoned Commercial or residential. Available March 1. 1 to 2 year lease. \$1450 512-738-0551 (00744/2cc/21)

**LUMBER YARD**  
17800 sq. ft. office suites available overlooking Cypress Creek. Immediate occupancy. Contact 512-474-6025

Electronics office supplies, some furniture, housewares, lots of misc. items. Refrigerator, (looks bad), runs great. \$40. Proceed to go. **BIG 3 day sale** 25th thru 27th Thurs-Fri & Sat 8-5 1207 High Mesa Dr. 847-2325 (nc/17)

**GARAGE SALE**  
Sat. Feb. 27th 8am-18 Ridgewood Circle Woodcreek NEA to Z (00768/p/17)

**MOVING**  
Everything must go! The Collective 411 River Rd. Sat. 9 (00778/cc/17)

★  
**HELP WANTED**

**HOUSEKEEPER**  
day per week. Permanent position. References required. 847-8869 (00775/2cc/21)

**CHURCH NURSERY**  
Attendant, Part-Time. Flexible hours, local church, 18 yrs or older, pass background check. Apply in person only at 956 RR 2325, 9-12 noon Monday-Thursday (00770/2a/20)

**THE CITY OF WIMBERLEY** is accepting applications for position of Facilities Manager at the Wimberley Community Center. Responsibilities of this full-time position include performing event set-up, tear-down and clean-up along with performing a variety of minor maintenance and

Electronic Signage **FINIS-LYN SIGNAGE** (must have license) all shifts available. Fax resume to 512-847-8819 (0748/a/11)

**SUPERVISOR/FOREMAN**  
Qualifies with exp. on grapple wheel loader equip. mechanics and a Class A ODL. a bonus. E-mail calhoun@anvil.com or apply at 4001 Ledgerock Wimberley (0076/2cc/19)

★  
**INSTRUCTIONAL**

**LICENSED TUTOR & Certified Spiritual Mentor**  
Students ages 6-14. Yes! Adults for mentoring. Fees negotiable. 512-847-5911 (00769/2a/20)

**SPANISH CLASSES**  
Spring Classes forming using Warren Hardy Materials. 512-626-7062 (00705/lcc/17)

**HEART OF TEXAS YOGA**  
Wimberley's Yoga Studio. heartoflaxayoga.com 663-4278 (00800/4cc-11n/21+)

**YOGA**  
Raïne St. Claire Licensed Massage Therapist. Alexander Technique Teacher. Licensed Massage CE Provider. Call for an appointment 847-1549. Yoga classes offered Lutheran Church in Wimberley Tuesdays &

★  
**APARTMENTS, DUPLEX TOWNHOMES RENTALS**

**LARGE 1 1/2 APT WITH GARAGE**  
Approx. 825 sq. ft. Location RR 12 near HWY 290 w/d \$600. Full avail now call 512-858-4178 (0968/2cc/17)

**COTTAGE FOR RENT**  
Eagles Nest Ranch 1 Bedroom 1 Stove refrigerator laundry room carport. Located on hillside with panoramic views from balcony. 3 Miles north of Wimberley on RR 12. No Pets. 512-565-2164 (05230/lcc/18)

**YOU MUST SEE THESE BEAUTIFUL CUSTOM BUILT AND DECORATED 2 AND 3 BEDROOM DUPLEXES IN DRIPPING SPRINGS. THEY HAVE VAULTED CEILINGS, CUSTOM DRAPERIES, WOOD BURNING FIREPLACES AND GARAGES ON A FENCED 1/2 ACRE LOT. WE DO ALL MAINTENANCE INCLUDING YARD WORK. PETS ARE WELCOME. THESE ARE MORE LIKE A HOME THAN A DUPLEX. CALL US AT 512-894-0039 OR 512-415-6251 (89350/a/11)**

★  
**HOMES FOR RENT**

FOR RENT 512-847-2826

(00703/lp/22)  
**3/2 DOUBLEWIDE REMODELED**  
2 miles from center Wimberley \$775.00. FM Vinga 512-396-4626 18473826 (09605/a/11)

★  
**HOMES FOR SALE**

**LOG CABIN NEAR WIMBERLEY**  
Agrestic in large paved road. 199k. 512-894-6002 ext. 801 (00750/cc/18)

**KYLE PLUM CREEK**  
By owner. LEASE PURCHASE 1/2 acre attached 2 story covered porch screened porch, real golf park, neighbor hood pools, fishing pond. Incredible term applied. Rent up to 3 years to close. \$1,600-500/@ \$1200 per month. Scout 512-787-7069 (09617/2cc/18)

**MT. CREST 3/4 WEST VIEW DR.**  
4BR/2.5B/ 2LR/Ext. car garage. In ground pool. Large decks. 1 acre GREAT for entertaining. \$299,000. Email: Mark @ marlfolks@folksrealarm.com or call 512-963-0039. See it @ http://picasaweb.com/le.com/walks/314WstViewDrInWimberley (00762/cc/11)

★  
**LOST AND FOUND**

ARIE 847-2826

Don Ferguson

---

From: Bruce Collie [brucecollieclan@yahoo.com]  
Sent: Thursday, January 28, 2010 8:57 AM  
To: dferguson@cityofwimberley.com  
Cc: Jim Duvall  
Subject: zoning

Dear Don,

This letter is to request that the proposed zoning for the currently un-zoned tract of land, within the City of Wimberley, Texas, described as ,A0025 JAMES ALSTON JR SURVEY, ACRES 10.298 and located at 9595 RR 12 be designated **HC**.

Upon purchasing this property in 1997, it has been our company's plan to develop a multi-use establishment with over 700 feet of highway frontage. Upon starting construction in 1998, although the family owned construction company was small, there was considerable completion by October of 2004. This includes multiple professional office spaces, sit-down eating establishments, a Hays County Sheriff's Sub-Station, hotel rooms and a plan for a high-end RV Resort (the sign "Homeport at the Junction" was installed in 1999).

The sit-down eating establishments that opened in Spring of 2001, have used outdoor live music regularly. Holly and I have personally purchased the 30 acres that wrap completely around this property (West and South), for the purpose of creating a buffer between our operation and any impact to any residential areas. We are good neighbors. The property to our east is the liquor store/convenience store.

I have a copy of the City of Wimberley Comprehensive Planning Area Land Use Map, approved by City Council, July 7, 2008. Although this does not represent zoning regulations or establishes zoning districts, it does recognize that this property is designated and recognized by the City of Wimberley as "**Planning Area VI**", primary location for very high impact community and regional services.

Our request for this zoning designation would allow us to continue the current use and operations, and the development of described permitted uses for zoning **HC** designation of the City of Wimberley Permitted and Conditional Uses.

Thank you for your consideration in this matter.

Sincerely,

Bruce Collie

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

**AN ORDINANCE OF THE CITY OF WIMBERLEY, AMENDING SECTION 155 (ZONING), APPENDIX F, OF THE CODE OF WIMBERLEY, DESIGNATING GEOGRAPHIC BOUNDARIES FOR A PARTICULAR ZONING DISTRICT AND CLASSIFICATION FOR UN-ZONED REAL PROPERTY LOCATED AT OR NEAR THE INTERSECTION OF RANCH ROAD 12 AND FM 32 IN WIMBERLEY, HAYS COUNTY, TEXAS, AND FURTHER DESCRIBED AND SHOWN ON THE EXHIBITS ATTACHED TO THIS ORDINANCE; AND DESIGNATING THE INITIAL ZONING FOR EACH TRACT FROM UN-ZONED TO EITHER COMMERCIAL-LOW IMPACT (C-1), COMMERCIAL-MODERATE IMPACT (C-2), HIGHWAY COMMERCIAL (HC) AND PUBLIC FACILITIES (PF) AS SHOWN ON THE ATTACHED ZONING MAP; AND PROVIDING FOR THE FOLLOWING: DELINEATION ON ZONING MAP; SEVERABILITY; EFFECTIVE DATE AND PROPER NOTICE AND MEETING.**

**WHEREAS**, the regulations established by Section 155 (Zoning), as amended, (the "Code") are specifically designed to lessen congestion in the streets; secure safety from fire, panic, and other dangers; promote health and general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; facilitate the adequate provision of transportation, water, sewers, schools, parks, and other public facilities; and

**WHEREAS**, in the course of adopting the regulations established by the Code, the Planning and Zoning Commission and City Council gave careful consideration to the unique qualities of the City, including the demographics of its inhabitants, the community's history, geography, natural resources, existing structures, property values, workforce, education levels, commercial base, surrounding communities, public facilities and infrastructure; and

**WHEREAS**, the regulations established by the Code have been adopted with reasonable consideration, among other things, for the character of each district and its peculiar suitability for the particular uses; with a view of conserving property values and encouraging the most appropriate use of land in the City; and

**WHEREAS**, the regulations established by the Code are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City; and

**WHEREAS**, the following enactments are a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to Texas Local Government Code Chapters 51, 52, and 211; and

**WHEREAS**, the City Council and Planning and Zoning Commission have carefully reviewed the requirements of the City's Code of Ordinances and have concluded that the un-zoned real property described herein located at or near the intersection of Ranch Road 12 and FM 32 in Wimberley, Hays County, Texas, is hereby designated with the initial zoning classifications as shown on the attached zoning map, and that such designation is consistent with

established City policy and in the public interest; and

**WHEREAS**, parties in interest and citizens have had an opportunity to be heard at public hearings conducted by the Planning and Zoning Commission and City Council, notice of which was published in the City's official newspaper before the 15<sup>th</sup> day before the first public hearing and agendas for each hearing were posted at City Hall more than seventy-two (72) hours prior to the respective hearing.

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

### **ARTICLE I. AMENDMENT**

Section 155 (Zoning) of the Code of Wimberley is hereby amended by adding the following language to Appendix F to read as follows, which shall be incorporated into and made part of Section 155 (Zoning), and given full weight and effect:

#### **Appendix F: Zoning District Designations**

The City Council of the City of Wimberley has divided the City into the zoning districts as follows. The applicable use, height, area and development regulations adopted by the City shall apply to each district. The following geographic boundaries of the zoning districts for the properties listed below are hereby established as follows:

The un-zoned real property located at or near the intersection of Ranch Road 12 and FM 32 in Wimberley, Hays County, Texas, and further shown and identified on the attached Exhibit "A" incorporated by reference, is hereby designated with the initial zoning classification as either Commercial-Low Impact (C-1), Commercial-Moderate Impact (C-2), Highway Commercial (HC), and Public Facilities (PF) as shown on the attached zoning map labeled Exhibit "B" incorporated by reference for all purposes, subject to the following condition:

Prior to occupancy all property owners of property zoned Highway Commercial (HC), Commercial-Low Impact (C-1) or Commercial-Moderate Impact (C-2) by this Ordinance, shall install a privacy fence no less than eight feet (8') in height and a vegetative buffer along all property lines that abut a residential zoning district or residential use.

Except as expressly amended herein, Appendix F shall remain in full force and effect.

### **ARTICLE II. ZONING DISTRICT MAP**

The official Zoning District Map shall be revised to reflect the zoning district boundary established by this Ordinance.

### **ARTICLE 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.

**ARTICLE IV. EFFECTIVE DATE**

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

**ARTICLE 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 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_ (Ayes) to \_\_\_\_ (Nays) \_\_\_\_ (Abstain) vote of the City Council of the City of Wimberley, Texas.

**CITY OF WIMBERLEY**

BY: \_\_\_\_\_  
Tom Haley, Mayor

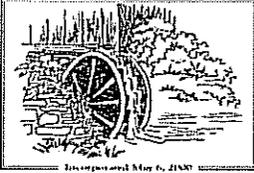
**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# City Council Agenda Form



Date Submitted: March 25, 2010

Agenda Date Requested: April 1, 2010

**Project/Proposal Title:** CONSIDER APPROVAL OF AN EASEMENT AGREEMENT WITH AQUA UTILITIES, INC. D/B/A AQUA TEXAS, INC.

**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 discuss and consider approval of an easement agreement with Aqua Utilities, Inc. d/b/a/ Aqua Texas, Inc. The proposed agreement establishes a twenty (20) foot wastewater utility easement between the Wimberley Community Center and the Patsy Glenn Nature Refuge. The 0.107 acre easement is proposed to be located within an existing drainage easement at the southern end of the Community Center parking lot near the entrance to the Refuge.

The requested easement is needed to allow Aqua Texas, Inc. to run a sewer line from its lift station located behind Brookshire Brothers to Mill Race Lane. This sewer line will eventually cross Ranch Road 12 near Ozona National Bank to provide centralized wastewater service to a large mixed use development planned on the north side of Cypress Creek.

As part of the agreement, Aqua Texas will be required to restore any area disturbed during construction to its pre-construction condition. This includes repairing those portions of the Community Center parking lot that will need to be cut to install the sewer line. In addition, an arborist will be required to be monitor construction near Live Oak trees located within the easement to ensure protection of the trees.

City staff recommends approval of the easement agreement with Aqua Utilities, Inc. d/b/a Aqua Texas, Inc.

**\*\*DRAFT\*\***

**Easement Agreement for Utilities**

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

**Grantor:** City of Wimberley, Texas, a Texas Municipal Corporation

**Grantor's Mailing Address:**

City of Wimberley  
P. O. Box 2027  
Wimberley, Texas 78676  
Attn: Mayor  
Hays County

**Grantee:** Aqua Utilities, Inc. d/b/a Aqua Texas Inc., a Texas corporation

**Grantee's Mailing Address:**

Aqua Texas Inc.  
1106 Clayton Lane, Suite 400W  
Austin, Texas 78723  
Attn: President  
Travis County

**Easement Property:** That certain 0.107 acre tract of land out of a called .37 acre drainage easement situated in Lot 2, Wimberley Community Center Subdivision, as recorded in Volume 11, Page 187, of the Plat Records of Hays County, Texas; being more particularly described by metes and bounds on the attached exhibit.

**Easement Purpose:** For the installation, maintenance, repair and replacement of public wastewater utilities over and across the easement including, without limitation, the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove sewer lines and sewer reuse lines necessary to serve Grantee's current and future system-wide customers of Grantee and any and all related facilities (collectively, the "Facilities").

**Consideration:** The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

**Reservations from Conveyance:** None.

**Exceptions to Warranty:** All visible and apparent easements, and all restrictions, easements, mineral reservations, and all other title matters affecting the Grantor's property, including those matters of record in the Hays County Real Property Records.

**Grant of Easement:** Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

**Terms and Conditions:** The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to and runs with the adjacent land owned by Grantor. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns (as applicable, the "Holder").

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement. Grantor also has the right to use the surface of the Easement Property in any manner that does not unreasonably interfere with Holder's use of the Easement Property for the Easement Purpose.

4. *Temporary Construction Easement* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain

the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences to their original condition on the completion of the work.

6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Attorney's Fees.* If any party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

11. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action.

Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

13. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party.

14. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

15. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

16. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

17. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

18. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

City of Wimberley, Texas  
A Municipal Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS )

COUNTY OF HAYS )

This instrument was acknowledged before me on \_\_\_\_\_,  
by \_\_\_\_\_, the \_\_\_\_\_ of the  
Village of Wimberley, Texas.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

Aqua Texas Inc., a Texas corporation,

\_\_\_\_\_  
Robert L. Laughman, President

STATE OF TEXAS )

COUNTY OF TRAVIS )

This instrument was acknowledged before me on \_\_\_\_\_,  
by Robert L. Laughman, as the President of Aqua Texas Inc., a Texas corporation, on  
behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires: \_\_\_\_\_

A DESCRIPTION OF A 0.107 ACRE TRACT OUT OF A CALLED 0.37 ACRE DRAINAGE EASEMENT SITUATED IN LOT 2, WIMBERLEY COMMUNITY CENTER SUBDIVISION, AS RECORDED IN VOLUME 11, PAGE 187, THE PLAT RECORDS OF HAYS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** at a 60D nail set in the northwest line of a called 2.00 acre tract conveyed to David Curtis Ward in Volume 443, Page 282, The Real Property Records of Hays County, Texas, in the southeast line of said Lot 2 and for the east corner of the herein described easement, from which a ½ inch iron rod found for a point for angle in said Lot 2 bears North 22°26'55" East, a distance of 166.51 feet, (called North 22°20'56" East);

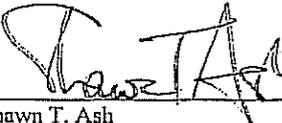
**THENCE** with the southeast line of said Lot 2, South 22°26'55" West, a distance of 20.01 feet, (called South 22°20'56" West), to a 60D nail set for the south corner of the herein described easement, from which a calculated point for the west corner of said 2.00 acre tract and for a point for angle in said Lot 2 bears South 22°26'55" West, a distance of 5.59 feet, (called South 22°20'56" West),

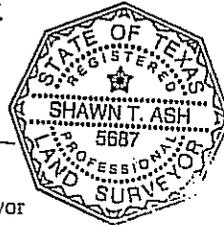
**THENCE** entering into said Lot 2 the following three (3) courses:

- 1) North 65°35'13" West, a distance of 234.64 feet, to a 60D nail set in the southwest line of a called 1,220 square foot easement granted to Aqua Texas, Inc. in Volume 2651, Page 62, The Official Public Records of Hays County, Texas, from which a ½ inch iron rod found for the west corner of said Lot 2 bears South 41°30'57" West, a distance of 297.37 feet,
- 2) With the southwest line of said 1,220 square foot easement, North 37°24'38" East, a distance of 20.53 feet, to a 60D nail set, from which a ½ inch iron rod found for the north corner of said Lot 2 bears North 34°55'35" East, a distance of 461.41 feet,
- 3) South 65°35'13" East, a distance of 229.34 feet, to the POINT OF BEGINNING, and containing 0.107 acres of land.

The **BEARING BASIS** herein is the monumented northwest line of said Lot 2, North 37°24'38" East, a distance of 760.15 feet, (called North 37°24'38" East, 759.72 feet).

I, Shawn T. Ash, do certify that this description and associated exhibit were prepared from a boundary survey performed under my direction during February 2010, and is true and correct to the best of my knowledge and belief.

  
Shawn T. Ash  
Registered Professional Land Surveyor  
No. 5687 State of Texas



02/15/10  
Date

Attachments: Exhibit of 0.107 acre easement  
Job: 10-3213

(15.399 ACRES)  
 BROOKSHIRE INVESTMENT CO.  
 (1247/117)

BEARING BASIS  
 (N 37°24'38" E 759.72')  
 N 37°24'38" E 760.15'

(1,220 SQ. FT. ESHF)  
 AQUA TEXAS, INC.  
 (2691/62)

WEST CORNER OF LOT 2  
 NORTH CORNER OF LOT 1

NORTH CORNER OF LOT 2

SCALE 1" = 30'

- LEGEND**
- △ GOD NAIL SET
  - IRON ROD FOUND
  - ⊙ CALCULATED POINT
  - P.U.E. PUBLIC UTILITY EASEMENT
  - D.E. DRAINAGE ESMT.
  - D.L. BUILDING LINE
  - (ORG.-DIST.) RECORD CALL

**LINE TABLE**

NUMBER	DIRECTION	DISTANCE
L1	N 37°24'38" E	20.53'

LOT 2  
 WIMBERLEY COMMUNITY CENTER SUBDIVISION  
 (11/187)

LOT 2  
 WIMBERLEY COMMUNITY CENTER SUBDIVISION  
 (11/187)

0.37 ACRE WASTEWATER EASEMENT  
 0.37 ACRE DRAINAGE EASEMENT

(N 21°41'51" E 176.46')  
 (N 21°47'51" E 178.09')

P.O.B.

166.51'  
 N 22°26'55" E 192.11'  
 (N 22°20'56" E 192.02')

(0.83 ACRES)  
 GRAHAM WARD  
 (1362/404)

(2.00 ACRES)  
 DAVID CURTIS WARD  
 (443/282)

**NOTES:**

- 1) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. THERE MAY BE RESTRICTIONS, COVENANTS AND EASEMENTS NOT SHOWN HEREON.
- 2) ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48209CD355F, DATED SEPT. 2, 2005, THIS TRACT IS LOCATED IN "X" ZONE "X", WHICH IS AN AREA OUTSIDE THE 100-YEAR FLOODPLAIN.

**EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF:**  
 A 0.37 ACRE WASTEWATER LINE EASEMENT OUT OF A CALLED 0.37 ACRE DRAINAGE EASEMENT SITUATED IN LOT 2, WIMBERLEY COMMUNITY CENTER SUBDIVISION, AS RECORDED IN VOLUME 11, PAGE 187, THE PLAT RECORDS OF HAYS COUNTY, TEXAS.

I, SHAWN T. ASH, DO HEREBY CERTIFY THAT THIS PLAT OF THE PROPERTY SHOWN HEREON, WAS PREPARED FROM A SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION DURING FEBRUARY 2010, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A PUBLIC RIGHT OF WAY.

*Shawn T. Ash*  
 SHAWN T. ASH, R.P.L.S.  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NUMBER 5687 STATE OF TEXAS

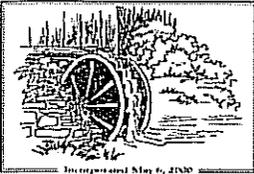
02/15/10  
 DATE



**ASH & ASSOCIATES**  
 surveying and mapping  
 142 JACKSON LAKE  
 SAN MARCOS, TEXAS 78666  
 (512) 392-1719  
 FAX (512) 392-1928  
 JOB NO. 10-3213 DRAWN BY: CJW

**\*\*DRAFT\*\***

# City Council Agenda Form



Date Submitted: March 25, 2010

Agenda Date Requested: April 1, 2010

**Project/Proposal Title:** CONSIDER ACTION MAKING RECOMMENDATIONS REGARDING THE OPTIONS FOR WASTEWATER COLLECTION AND TREATMENT AND LUE OPTIONS

**Funds Required:**

**Funds Available:**

**Council Action Requested:**

- Ordinance
- Resolution
- Motion
- Discussion

This item was placed on the agenda to allow City Council to discuss and consider making a recommendation regarding the wastewater collection and treatment options available for the Wimberley Wastewater Project and the available options for payment of the Living Unit Equivalent (LUE) fees associated with the project.

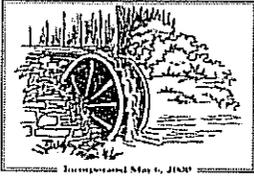
On March 1, 2010, the Wimberley Water-Wastewater Advisory Board voted unanimously to recommend the City and Guadalupe Blanco River Authority (GBRA) pursue the alternative identified in the GBRA Preliminary Engineering Report for the project as Phase 1, Option A and Phase 2, Option A and construct a new 50,000 GPD wastewater treatment plant. The recommended alternative utilizes sub-surface drip irrigation for effluent disposal and will provide wastewater service to many of the local businesses and restaurants as well as some residential areas located in an area bounded by the Cypress Creek, Blanco River, FM 3237 and the Blue Hole Regional Park. The proposed layout of the system also allows for future expansion of wastewater service.

While the option to construct a new 50,000 GPD plant in the northeastern part of Blue Hole Regional Park is initially more expensive than expanding the existing package plant in its current location, the Board recommended this as is the preferred option for the following reasons:

1. The new plant would be located in the area designated in the Blue Hole Regional Park Master Plan and be out of the way of park amenities, yet easily accessible from county roads.
2. Conventional concrete wastewater plants have a significantly higher life expectancy than do package treatment plants. A preliminary analysis of the life cycle costs between a package treatment plant with a life expectancy of 25 years and a conventional concrete plant with a life expectancy of 50 years indicates that the total cost of expanding the package plant is roughly \$200,000 greater than constructing the conventional plant, when analyzed over a 50 year period.
3. Expanding the plant beyond its 50,000 GPD capacity is expected as the population increases and additional septic systems age and need replacement. The expansion of recommended plant would be possible without encroaching on park amenities.

As for capital impact fees, a fee of \$10,000 per assigned LUE will have to be collected from each customer connecting to the wastewater system. The number of LUEs per customer will vary depending on the customer's projected use of the system. To lessen the financial impact of connecting to the system, the Board voted to recommend the City and GBRA collect from wastewater customers \$7,500 per LUE assigned to a customer, up-front, and that the capital portion of the customer's monthly wastewater bill be increased accordingly to recover the remaining fee of \$2,500 per LUE. Further, the Board voted to recommend allowing customers to pay out the up-front LUE fee over a period of five years, at no interest.

# City Council Agenda Form



Date Submitted: March 25, 2010

Agenda Date Requested: April 1, 2010

**Project/Proposal Title:** CONSIDER POSSIBLE ACTION REGARDING THE PROCESS TO BE USED TO SECURE A FUTURE SOLID WASTE COLLECTION CONTRACTOR

**Funds Required:**

**Funds Available:**

**Council Action Requested:**

Ordinance

Resolution

Motion

Discussion

**Project/Proposal Summary:**

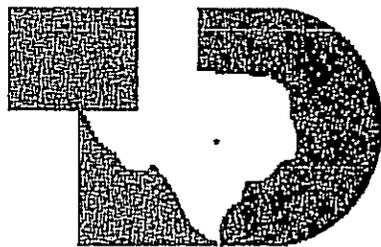
This item was placed on the agenda to allow City Council to discuss and consider action providing City staff with direction on the future provision of solid waste collection within the city limits.

Currently, the City contracts with Texas Disposal Systems (TDS) to provide solid waste and recycling services. That contract will expire on February 1, 2011. TDS has requested the City consider entering into negotiations to extend the current service agreement rather than soliciting bids from TDS and other potential contractors to provide solid waste and recycling services for the City at the conclusion of the current agreement.

Attached is a copy of the existing service agreement with TDS.

2/1/06

Contract for Solid Waste  
Collection and Disposal  
Services for the  
Village of Wimberley



TEXAS DISPOSAL SYSTEMS, INC.

P.O. BOX 17126  
AUSTIN, TEXAS 78760

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## **Contract for Municipal Solid Waste Collection Services for the Village of Wimberley**

**Tab 1. Contract**

**Tab 2. Attachment A**

**Tab 3. Attachment B**

**Tab 4. Ordinance No. 2005-007**

**Tab 5. Communication Plan**

## THE VILLAGE OF WIMBERLEY

### SOLID WASTE DISPOSAL SERVICES (AND RECYCLING) AGREEMENT

THE STATE OF TEXAS     §  
  §  
COUNTY OF HAYS        §

This Solid Waste Disposal Services (and Recycling) Agreement (“Agreement”) effective the 1st day of February, 2006, is between the Village of Wimberley, Texas (the “City”), a general law municipality located in Hays County, Texas, and Texas Disposal Systems, Inc. (the “Service Provider”), a Solid Waste Management Company, and is as follows:

#### I. PURPOSE OF AGREEMENT

This Agreement states the terms and conditions under which the Service Provider will provide solid waste collection and disposal services (and recycling) to all participating Residential and Commercial Customers within the corporate boundaries of the City.

#### II. DEFINITION

Agreement Documents – Service Providers Service Plan, Communication Plan, this Agreement Document and any attachment, addenda or changes to the foregoing documents agreed to by the City and the Service Provider.

Bags – Plastic sacks designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.

Bin (Dumpster) – Metal receptacle provided by the Service Provider and designed to be lifted and emptied mechanically.

Bulky Waste – These items may include, but shall not be limited to items such as stoves, refrigerators, bath tubs, water tanks, washing machines, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Carts, as the case may be.

Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length, no more than four (4) inches in diameter, or 40 lbs. in weight.

Cart – Plastic receptacle, provided to Residential or Commercial Customers by the Service Provider, and designed to be lifted and emptied mechanically for use at Residential or Commercial Units. The weight of the Cart and its contents shall not exceed 80 lbs.

City – Village of Wimberley, Texas..

Commercial Customer -- All premises, locations or entities, public or private, requiring solid waste collection within the corporate limits of the City, not a Residential Customer.

Commercial Refuse -- All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Commercial Customer at a Commercial Unit.

Commercial Unit -- All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.

Construction or Demolition Debris -- Waste building materials resulting from construction, remodeling, repair or demolition operations.

Curbside -- Area within five (5) feet of the street or alleyway that provides primary access to the residence.

Dead Animals -- Animals or portions thereof equal to or greater than 120 lbs. in weight that have expired from any cause, except those slaughtered or killed for human use.

Disposal Site -- A Refuse depository, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted, or approved by all governmental bodies and agencies having jurisdiction and requiring such license, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.

Garbage -- Any and all dead animals of less than 120 lbs. in weight, except those slaughtered for human consumption; every accumulation or waste (animal, vegetable matter and/or other matter) that results from the preparation, transportation, decay or decomposition of meats, fish, fowl, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers, and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); but not including any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

Handicapped Residential Unit -- A Residential Unit where one or more Residential Customers reside who because of temporary or permanent condition are unable to transport Refuse from their residence to the curb for pickup.

Hazardous Waste -- Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to federal or state laws. For purposes of this Agreement, the term Hazardous Waste shall also include motor oil, oil filters, gasoline, paint and paint cans.

Landfills -- A facility or area of land that receives Municipal Solid Waste or Industrial Solid Waste and operates under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

Producer – An occupant of a Residential Unit or Commercial Unit who generates Refuse.

Recyclable Materials – A metal product or other item that has been recovered or diverted from the primary waste stream for purposes of reuse, recycling, and reclamation.

Refuse – This term shall refer to Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the Agreement otherwise requires, and Commercial and Industrial Refuse.

Residential Customer – An occupant of a dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four (4) families. A residence is deemed to be occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four (4) or less contiguous or separate single-family dwelling units, shall be treated as separate Residential Customers and each single-family dwelling within any such condominium dwelling shall be billed separately.

Residential Refuse – All Garbage and Rubbish generated by a Producer at a Residence or Residential Unit.

Residential Unit – A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four (4) families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four (4) or less contiguous or separate single-family dwelling units, shall be treated as separate Residential Units and each single-family dwelling within any such Residential Unit shall be billed separately.

Rubbish – All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded combustible waste pulp and other products such as are used for packaging, or wrapping crockery; glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

School District – The Wimberley Independent School District.

Service Provider – The person, corporation, partnership or subcontractor performing Refuse collection and disposal services under this Agreement.

Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

### III. SCOPE OF WORK

The services to be provided under this Agreement shall consist of the list of services contained in Attachment "A," attached hereto and incorporated herein for all purposes, including all the supervision, materials, equipment, labor and all other items necessary to complete said services in accordance with the Agreement.

### IV. SERVICES TO BE PERFORMED

#### A. Residential Solid Waste Collection and Disposal

1. The Service Provider will provide solid waste collection and disposal for all participating Residential and Commercial Customers within the corporate boundaries of the City in accordance with the terms of this Agreement. All services shall be performed by the Service Provider through its staff and employees, unless the City has agreed in writing that Service Provider can provide services under this Agreement through a subcontractor. The Service Provider shall provide each Residential Unit with an approximate 90 gallon cart at no cost to the resident and shall replace lost or damaged carts in the same manner. Carts for new accounts or replacement carts shall be delivered to the Residence for their use within ten (10) days from the date of request given by the resident. The Service Provider may provide additional carts to a Residential Unit, at the request of the Residential Unit for an additional charge. If the Service Provider experiences recurring problems, damage, destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may require a security deposit from the Residential Units utilizing such containers. The Service Provider shall maintain a cart and bin inventory sufficient to provide Residential Customers with a replacement cart or bin within ten (10) days from the date requested by the Customer.

2. Residential solid waste collection will be provided to each customer at least once per week, on the same day each week, except in the case of holidays. Collection services will occur only between the hours of 7:00 a.m. and 7:00 p.m. on each collection day. If a regular collection day falls on a designated holiday, the Service Provider must provide collection service within the same week. Each Customer will be notified by the Service Provider of their regular collection and recycling days if applicable. In the case of a designated holiday, all trash pickup will be one day later with everything made up by Saturday. In the case of severe weather, pickup shall be delayed no longer than required to insure the safety of personnel and equipment, and the Service Provider shall notify the City Administrator or his designee of the City immediately upon determining the need for delay.

3. All waste must be placed at the curbside on the day of collection by 7:00 a.m. The waste must be containerized in a bag, bundle or cart. The weight of each cart and its contents may not exceed 80 lbs. If applicable, Service Provider shall collect all tree limbs and shrubs cut to 4-foot lengths and no more than 4 inches in diameter, and tied in bundles weighing no more than 40 lbs. Carts, bundles and bags shall be placed as close as practical to an access point for the collection vehicle. Service Provider may decline to collect any cart, bundle or bag not so placed. Service Provider shall replace the empty cart in an upright position reasonably consistent with its original location. Any trash dropped or blown from the container while being

emptied by Service Provider shall be picked up by the Service Provider unless the container is overfilled.

4. Handicapped Residential Units. The Service Provider agrees to assist Handicapped Residential Customers with house-side collection of their Cart, at no additional cost to the Customer provided that the Service Provider receives prior written notice from the Handicapped Residential Unit of such special need.

5. The Service Provider may also pick up Bulky Waste per the Residential Customer's request at the additional charge described in Attachment B. However, the Service Provider is not required to collect refrigerators, air conditioners, freezers or any item containing CFC's, unless those items are tagged by a licensed refrigeration technician certifying that the Freon has been properly removed. The Service Provider also will not collect Construction or Demolition Debris generated from the household. If this material is generated, the Customer will be responsible for making arrangements for collection.

#### B. Commercial Solid Waste Collection and Disposal

1. Service Provider will provide solid waste collection and disposal services for all participating Commercial Units within the corporate boundaries of the City in accordance with the terms of this Agreement. All services shall be performed by the Service Provider through its staff and employees, unless the City has agreed in writing that Service Provider may perform the services described in this section by a subcontractor. The Service Provider shall provide each Commercial Unit with a container ranging in size from an approximate 90 gallon cart to containers that range from 2 cubic yards to 6 cubic yards depending upon the needs of the Commercial Customer.

2. Service Provider will provide collection services to Commercial Units at least one time per week or more often if requested by the Commercial Customer. Collection service for Commercial Customers and the School District may be conducted at times to be determined by mutual agreement of the Service Provider and the Commercial Customer or School District. If a regular collection day falls on a holiday, the Service Provider shall provide collection services within the same week. In the case of severe weather, pickup shall be delayed no longer than necessary to insure the safety of personnel and equipment and the Service Provider shall notify the City Administrator or his designee immediately upon determining the need for delay. This paragraph regarding collections times for Commercial Customers shall supercede language that may be inconsistent in any other attachment.

3. Service Provider shall provide Commercial Units with a list of garbage or trash acceptable for pickup and disposal. Service Provider is not required to collect any hazardous items or items that are not included in Service Provider's list. Service Provider is not responsible for collecting any items that are not placed within the Commercial Customer's container. Any trash dropped or blown from the container while being emptied by Service Provider unless the container is overfilled shall be picked up by Service Provider.

4. If Service Provider refuses, or is unable, to collect Refuse from a Commercial Unit the Commercial Customer shall be notified in writing of the specific reasons that service was refused. A copy of the notice will be sent to the City.

5. Service Provider is encouraged to provide recycling services for paper recycling at each Commercial Unit.

### C. Residential Recycling

1. The Service Provider will provide recycling collection services for one or more of the following materials: yard waste; green, brown, and clear glass; #2 HDPE plastics (plastic milk jugs); #1 PET plastics (water bottles and soda bottles); aluminum, tin and steel cans; newsprint, newspaper inserts and paper) from Residential Customers within the City. The Service Provider will pick up recyclable materials at least one time per week and between the hours of 7:00 a.m. and 7:00 p.m.

2. The Service Provider will provide each Residential Unit within the City with a separate container, which is at least 18 gallons, for recyclable items, at no additional cost to the City or to the Customer. For purposes of this section C, a Residential Customer shall include any occupant of a dwelling, apartment, townhomes or condominium within the corporate limits of the City whether occupied by more than four (4) families or not.

3. The Service Provider will schedule, publicize and conduct recycling education programs at least annually to inform and educate City residents about their recycling program and will present at least one program to each school in the City during each school year, subject to the approval by the WISD administration and at a time convenient to them.

4. The Service Provider will provide at least one public service announcement per year in Customer billing statements and in at least one newspaper publication per year to encourage recycling.

5. The Service Provider will be responsible for marketing the recyclable materials. The Service Provider may discontinue the collection of recyclable materials only with the approval of the City Council. The Service Provider will track the amount of recyclable materials collected from the City on an annual basis and report the results to the City.

D. Commercial Recycling: Paper recycling is encouraged as part of Commercial Service.

E. Other Services: Service Provider may offer other services for collection of solid waste in addition to the services covered by this Agreement. If other services are provided, the Service Provider may charge whatever rate is mutually acceptable to the Customer and Service Provider. Service Provider is not entitled to an Exclusive Franchise for other services that are offered to a Customer on a negotiated basis.

F. The Service Provider will be responsible for notifying all participating Residential and Commercial Customers of the initial change to collection services. Notification includes

mailings, newspapers and town hall meetings, as necessary. The City will assist Service Provider with the development of a list of customer names and addresses.

G. The City agrees to adopt an Ordinance granting Service Provider the exclusive right and franchise to provide the service described in this Agreement to participating Residential and Commercial Customers located within the corporate boundaries of the Village of Wimberley. Service Provider acknowledges and agrees that while the City may prohibit other persons, businesses or entities from providing solid waste disposal and collection services covered by this Agreement to Residential and Commercial Customers of the City, nothing in this Agreement shall be construed so as to require the City to mandate that Residential and Commercial Customers enter into an Agreement for service from Service Provider. Residential and Commercial Customers shall not be required to enter into an Agreement with Service Provider.

## V. AGREEMENT ADMINISTRATION

A. Notice of Termination of Service. A Residential or Commercial Customer who fails to pay his/her account will be notified of such delinquency in their next statement. If the Customer then continues to allow his/her account to remain delinquent, Service Provider may interrupt its service to the Customer after informing the City and the Customer in writing of its intent to do so.

B. Agreement Administration. All work performed by the Service Provider under this Agreement shall be subject to monitoring and verification by the City Administrator or his/her designee. The City is entitled to inspect the records of Service Provider related to the service provided hereunder at any reasonable time and upon reasonable notice to Service Provider.

C. Vehicle and Property Condition. The Service Provider will keep all vehicles and other property utilized in the performance of its duties under this Agreement in a safe and proper operating condition, and vehicles which are leaking oil, hydraulic fluid or other substances, or which present an unhygienic appearance, or which are in an unsafe condition, are not permitted. All vehicles must be clearly identified with Service Provider's identity and telephone number on each side of the vehicle. The Service Provider will take all steps necessary to ensure that areas within a five-foot radius of the carts where Refuse is picked up and removed are left in a neat and litter-free condition, and no loose trash may be left in those locations. All collection vehicles must be properly and adequately covered, and no Refuse may be permitted to blow out of the vehicles.

D. Safety. All of the Service Provider's drivers must be duly licensed and qualified to operate the types of vehicles assigned to them, be competent to perform the services required for the job assigned to them, have safe driving records, and must be free from the effects of alcohol and drugs, and capable of operating the vehicles and equipment in a safe manner, at all times during their performance of services under this Agreement. All such drivers must comply with all applicable Federal, State and local laws, and observe all traffic and safety laws, including speed limit and traffic control signs.

E. Appearance. All persons performing collection services shall at all times wear clean uniforms bearing the company name of Service Provider, and have some means of identification such as a name tag or identification card. Each driver shall carry a valid Texas operator's license for the type of vehicle he is operating. The Service Provider, employees, officers, or agents or anyone acting or claiming to act on behalf of the Service Provider shall not at any time identify themselves as officers or agents of the City.

F. Customer Relations/Customer Complaints. Customer complaints, such as calls for missed pickups, will be directed to the Service Provider for resolution. The Service Provider shall assign a project manager or designee in their operations management to be the contact person to both the City staff and to Residential and Commercial Customers. Service Provider shall respond to Customer complaints within 24 hours of the complaint. If the Service Provider is unable to resolve a Customer complaint within a 48-hour period after the Customer complaint, the City Administrator or designated representative will be notified. The Service Provider shall monitor and log all Customer complaints received and provide the City with a monthly summary of the complaints and actions taken by the Service Provider in response to each complaint.

G. Reports and Meeting Attendance. The Service Provider must submit written reports on a form to be developed and agreed to between Service Provider and the City. The Service Provider shall submit a written quarterly reports to the City Council which contains the number of residential and commercial accounts, the frequency of pick-up, the number and size of containers and the amount charged for each, the amount of recycled materials collected and information regarding any special collections which occurred during the quarter. The quarterly franchise payment shall accompany the report. Such reports shall be submitted to the attention of the City Administrator at least seven (7) days before the second City Council meeting of each quarter; provided that Service Provider has been notified of the meeting by the City. The Service Provider will send a representative to City Council meetings or public forums upon request.

H. Notification. The Service Provider shall notify all Producers at Residential Units and Commercial Units about complaint procedures, rates, regulations and day(s) for scheduled Refuse collection.

I. Routes of Collection. Residential Unit and Commercial Unit collection routes shall be established by the Service Provider. Service Provider shall submit a map designating the Residential and Commercial Unit collection areas to the City for their approval, which approval shall not be unreasonably withheld. City shall publish at its expense at least once during each calendar year a map of such collection routes in the newspapers published in the immediate area. The published map shall be of such size as to clearly show all pertinent information. The Service Provider may, from time to time, with approval of the City propose changes in areas or days of collection affecting Residential or Commercial Units, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, Service Provider shall promptly give written and published notice to affected Residential and Commercial Units.

J. Holidays. The following shall be holidays for purposes of this Agreement:

New Year's Day (Jan 1<sup>st</sup>)  
Memorial Day  
July 4<sup>th</sup>  
Labor Day  
Thanksgiving Day  
Christmas Day (Dec. 25<sup>th</sup>)

Service Provider will provide a schedule to Residential and Commercial Units of the procedure for missed holiday pickups. Service Provider may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision does not relieve Service Provider of its obligation to provide collection service at Residential and Commercial Units at least once per week when the Service Provider observes the holiday.

K. Point of Contact. All dealings, contacts, etc., between the Service Provider and the City shall be by the City Administrator or his designee. Customers shall deal directly with the Service Provider regarding establishing service, billing, and collection of Refuse, and problems/concerns associated with same.

L. Refusal to Serve and Termination. The Customer shall be notified immediately in writing by Service Provider of any refusal of service or of any inability to serve. Said notice shall inform the Customer of the reason for refusal of service, or of the inability to serve, and if termination of service is to occur. The notice shall state the reasons for termination and shall specify the date service will be terminated.

M. Commencement of Service. Service Provider shall commence Residential and Commercial Customer Service no later than February 1, 2006. Provided, however, if Residential or Commercial Customers request such service prior to February 1, 2006 and Service Provider agrees to commence such services, Service Provider may commence Residential and Commercial Service prior to February 1, 2006.

## VI. COMPENSATION

The Service Provider shall pay a license, permit and franchise fee to the City during the term of this Agreement, equal to a percentage of Service Provider's gross receipts ("Franchise Fee") from any and all participating Residential and Commercial Customers within the City, excluding taxes and which fee may be adjusted from time to time by the City Council.

The Service Provider is responsible for establishing service, billing, and collection of Refuse accounts. The Service Provider shall bill Residential Customers on the first of the month (in advance) of each quarter. The Service Provider shall bill Commercial Customers on the first of each month (in advance) of each month. The Franchise Fee (excluding taxes) will be made to the City quarterly. A listing of Residential Units and Commercial Units, to include the Customer's name, address, frequency of pickup, size of container or type of service and charges for same, shall accompany the Franchise Fee payment. The City shall have the right upon

reasonable notice to the Service Provider to request and inspect Service Provider's records to verify proper payment of Franchise Fees.

If there is a change in law by any governing body having jurisdiction over solid waste collection and/or disposal that impacts the cost of solid waste disposal, either in a positive or negative manner, this adjustment may be passed on to the Customer, subject to prior approval by the City Council. Service Provider may increase rates of service by no more than two percent (2%) at the end of each calendar year of service after thirty (30) days notification to the City and the Customers of the service rate increase. Any rate increase proposed by Service Provider in excess of the 2% must be pre-approved by the City Council. The initial rates for service to Commercial and Residential Customers shall be the rates listed in Attachment "B" which is attached hereto and incorporated herein. The Residential Rates listed in Attachment "B" may vary depending upon the number of Residential Customers that agree to accept Residential Service from Service Provider. Service Provider shall provide with its quarterly report information to the City which verifies the number of Residential Customers.

## VII. COMPLIANCE WITH APPLICABLE LAWS

A. During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances that will enable the Service Provider to provide the services set forth herein.

B. Service Provider is not required to provide service under this Agreement unless Customer provides Service Provider with the right of ingress and egress from and upon the property of Residential and Commercial Customers for the purpose of providing the service contemplated in this Agreement.

C. The Service Provider must comply with all applicable Federal, State, County and City laws, ordinances and regulations in performing all services to be rendered under this Agreement. To the fullest extent permitted by law, and in addition to any other indemnification obligation set forth in this Agreement, the Service Provider will indemnify, defend, and hold harmless the City, its officers, agents and employees, from all claims, liability, costs, causes of action, and expenses, including reasonable attorneys fees, arising out of any actual or alleged failure of the Service Provider, its employees, officers, subcontractors, and persons performing services under this Agreement on behalf of Service Provider or at its request, to comply with applicable laws, ordinances and regulations. This obligation shall survive termination of this Agreement as to events occurring prior to termination.

D. All solid waste collected under this Agreement must be collected, transported and disposed of in compliance with TCEQ regulations and any other applicable legal requirements. All costs of transportation and disposal will be the responsibility of the Service Provider. The approved Disposal Site to be used by Service Provider shall be Texas Disposal System Landfill, at 12200 Carl Road, Creedmoor, Texas. Service Provider shall not dispose of solid waste at any other Disposal Site unless such approval is obtained from the City in writing prior to the disposal of such solid waste.

VIII. LICENSES AND TAXES

The Service Provider must obtain and maintain all licenses, permits or registrations required by law for the conduct of all services provided in this Agreement and pay all taxes required by the City, County and the State.

IX. INSURANCE AND INDEMNITY

A. Insurance. The Service Provider must secure and maintain in effect insurance to protect the Service Provider, its subcontractors, employees, and the City from claims for bodily injuries, death or property damage that may arise out of or result from the Service Provider’s performance or nonperformance of its duties under this Agreement, whether that performance or nonperformance is by Service Provider, by any subcontractor, or by anyone directly or indirectly employed by the Service Provider or any subcontractor. The following minimum levels of coverage are required:

- 1. Comprehensive/Commercial Liability:
  - a. General Liability: \$1,000,000.00 per occurrence
  - b. Property Damage: \$1,000,000.00 per occurrence
  - c. Total Aggregate: \$2,000,000.00
- 2. Automobile Liability: \$2,000,000.00
- 3. Umbrella or Excess Liability: \$5,000,000.00
- 4. Worker’s Compensation: As required by law
- 5. Employer Liability: \$1,000,000.00

Service Provider must provide proof of such insurance prior to the commencement of services hereunder. Liability for pollution shall not be excluded from the coverage.

Certificates of insurance confirming coverage and naming the City as an additional insured and waiver of subrogation must be provided to the City on or before the date of this Agreement, and renewal certificates must be provided to the City at least 30 days before the date of expiration of any required coverage. The Service Provider’s failure to maintain any required insurance or to furnish any required certificate will be a default under this Agreement. All insurance certificates must confirm that the insurance may not be terminated or materially changed without 30 days prior notice to the City.

B. Indemnity. To the fullest extent permitted by law, the Service Provider will and does hereby indemnify, defend, and hold the City and its officers, directors, agents and employees harmless from all claims, damages, losses, costs, causes of action, liability and expenses including, but not limited to, attorney’s fees, arising out of or in any way connected with, the Service Provider’s performance or failure to perform the work required under this Agreement, including the acts and omissions of the Service Provider, its employees, officers, and any subcontractor, person or entity who provides goods or services in connection with this Agreement on behalf of Service Provider or at its request. This obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist. This indemnification requirement will not be limited by any limitation on the

amount or type of damages, compensation or benefits payable by or for the Service Provider or any subcontractor under any workers compensation acts, disability benefit acts or other employee benefit acts. The Service Provider's obligation under this provision shall survive termination of this Agreement as to events occurring prior to termination.

## X. TERM AND TERMINATION

A. The Agreement shall be for a term of five (5) years beginning upon the Effective Date of this Agreement and ending five (5) years thereafter. The initial 5-year term of this Agreement shall automatically be extended for successive additional three (3) year terms, unless either party notifies the other party in writing, not less than sixty (60) days prior to the expiration of the initial 5-year term or of any successive 3-year terms, of its intentions to terminate this Agreement. Any such written notice shall be served by certified or registered mail, return receipt requested.

B. Termination for Cause. Notwithstanding any other provisions set forth in this Agreement, the City may terminate this Agreement for cause together with any and all rights and privileges of the Service Provider under the Agreement subject to the procedures described in Paragraph C and D below. In the event the City terminates for cause, Service Provider shall be entitled to receipt of payment from Residential and Commercial Customers for all services rendered to the date of termination, less the amount payable to the City under the provisions of this Agreement. Service Provider shall not be entitled to any damages for early termination of this Agreement, including any claim for lost profits. Conditions giving rise to a termination for cause shall include, but shall not be limited to, the following:

1. Violation of any material provision of the Agreement or any material rule, order, regulation or determination of the Council made pursuant to the Agreement, including, but not limited to: failure to provide the services promised in Section IV, failure to comply with the Agreement administration requirements in Section V, and/or failure to comply with the requirements in Sections VI, VII, VIII and IX;
2. Attempt to evade any material provision of the Agreement or practice any fraud or deceit upon the Residential Customers, Commercial Customers, or upon the City government;
3. Failure to resolve Customer complaints in a timely manner and/or failure to provide adequate customer service, including, but not limited to: unreasonable delays in pickup, failure to pick up trash dropped or blown from the container while being emptied by the Service Provider, failure to properly maintain vehicles and property owned or operated by the Service Provider, disposal of refuse at any location other than the approved Disposal Site without the prior written approval of the City; and/or failure to adhere to the following performance standards:
  - Residential carts shall be replaced within five (5) feet of customer's placement without obstructing traffic or damaging landscaping;

- Recycling bins shall be placed upside down and trash receptacles shall be placed upright within five (5) feet of carts;
  - Residential collection areas shall be free of litter and debris larger than three (3) inches within a ten-foot radius of the carts;
  - Service Provider will make all reasonable efforts to collect waste and recycling regardless of barriers (i.e. blocked streets) except when the safety and health of service provider employees or the public is placed in danger;
  - Service Provider will make every effort to maintain a consistent route schedule;
  - Service Provider will not leave loose trash, which during collection may fall in the streets or yards of the residents, and will make every reasonable effort to keep the community clean and free of litter;
  - Drivers will be expressly forbidden to use their emergency brake to stop a moving vehicle (a practice that can cause street damage);
  - Service Provider will not provide collection service one-half (1/2) hour prior to or one (1) hour after dismissal on a scheduled school date on streets directly adjacent to school campuses;
  - Service Provider will maintain a 24 hour-per-day, 7 day-per week voice mail system to handle customer communications beyond regular business hours;
  - In the event of equipment breakdowns, Service Provider will make every effort to notify the customer if the service will be delayed or rescheduled for another pick-up day;
  - Service Provider will not use vehicles that leak oil, hydraulic fluid or other substances, or present an unhygienic or unsafe appearance in the City; and
  - Driver will check with the City office on any problems he may be able to handle before leaving the City.
  - Benchmarks for the above-referenced performance standards shall be developed by the parties within 30 days of the date of acceptance of the Agreement by the Service Provider.
4. Material misrepresentation of fact in the application for or negotiation of this Agreement.

C. Opportunity for Public Hearing prior to Termination. A termination shall be declared only by a written decision of the City Council after an appropriate public proceeding before the City Council, which affords the Service Provider an opportunity to be heard and to respond to any notice of grounds of termination. All notice requirements shall be met by providing written notice to the Service Provider at least fifteen (15) days before a public hearing concerning the proposed termination of this Agreement. Such notice shall state the grounds for termination alleged by the City.

D. City Council Options regarding Termination. The City Council after a public hearing, and upon finding the existence of grounds to terminate, may declare the Agreement terminated, excuse the grounds for termination upon a showing by the Service Provider of mitigating circumstances or good cause for the existence of such grounds, or take other appropriate action including, but not limited to, granting a period of time to cure the ground for termination.

E. Other Remedies. In addition to any right or remedy provided by the terms of this Agreement, in the event of a default by Service Provider under this Agreement, the City shall have the right, after 10 days written notice to the Service Provider, in addition to the right to terminate the Agreement for cause may (i) terminate the Service Provider's right to perform under this Agreement, without terminating this Agreement, (ii) perform any obligation of Service Provider and require that the City be reimbursed for all costs and expenses incurred by it within 30 days after demand by the City, and/or (iii) pursue any other remedy available to the City at law or equity, all such rights and remedies being cumulative and not exclusive.

F. Use of Carts after Termination. If this Agreement is terminated for cause, Service Provider shall leave all collection bins in place at the Customer's address and allow the City to use the bins for 90 days to allow the City time to obtain alternate service.

## XI. MISCELLANEOUS

A. The Service Provider must provide adequate supervision to assure that all work will be done in accordance with this Agreement and generally accepted solid waste disposal practices.

B. All provisions of this Agreement shall be strictly complied with and conformed to by the Service Provider, and no amendment to this Agreement shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of this Agreement except as specifically provided for in such amendment.

C. This Agreement may not be assigned by either party without the prior, written approval of the other party. The use of any subcontractor will be subject to the prior, written approval of the City Council, which may be withheld for any reason. No more than 50% of the value of this Agreement may be subcontracted.

D. Any notice required or permitted to be delivered hereunder must be in writing, and may be given by personal delivery or by depositing the same in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the address

set forth below such party's signature (below) or at such other address as may hereafter be designated in accordance with this paragraph. Notice given to a party by certified mail as provided herein shall be deemed delivered, whether or not actually received, 3 days after deposit in the mail. Notice given in any other manner shall be deemed delivered if and when actually received.

E. Neither Service Provider nor the City shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Service Provider.

F. This Agreement will be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hays County, Texas.

G. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

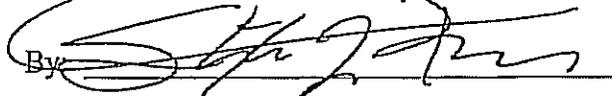
H. Service Provider agrees that employees and applicants for employment shall not be discriminated against because of their race, color, religion, sex or national origin.

I. If any provision of this Agreement is illegal, invalid, or unenforceable, it is the intention of the parties hereto that the remainder of this Agreement will not be affected thereby, and it is also the intention of the parties that, in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable, a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible, and is legal, valid and enforceable, be added to this Agreement.

J. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

Executed to be effective February 1, 2006.

VILLAGE OF WIMBERLEY, TEXAS

By: 

(VILLAGE SEAL)

Name: STEPHEN J. KLEPPER

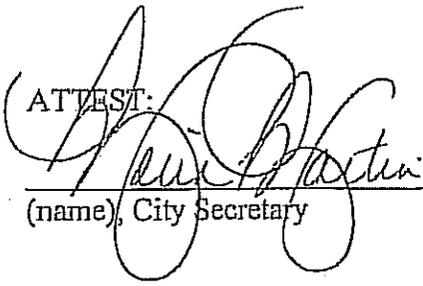
Title: MAYOR, VILLAGE OF WIMBERLEY

Address: 13210 R.R. 12, P.O. Box 2027

Wimberley, Texas 78676

Attn.: CITY SECRETARY

ATTEST:

  
\_\_\_\_\_  
(name), City Secretary

SERVICE PROVIDER

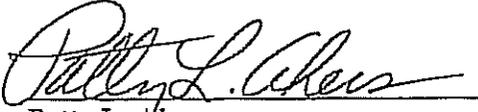
By:   
\_\_\_\_\_

Name: Ralph R Woeller

Title: Municipal Mktg. Mgr.

Address: PO Box 17126  
Austin, Tx 78760

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Patty L. Akers  
City Attorney

ATTACHMENT "A"

SERVICES FOR  
COLLECTION AND DISPOSAL OF SOLID WASTES

VILLAGE OF WIMBERLEY

I. PURPOSE

The Village of Wimberley (the "City") seeks to improve solid waste collection and disposal services within the City and reduce the cost of these services by contracting for solid waste disposal services for all Residential and Commercial Customers within the corporate limits of the City, in accordance with the authority granted to the City under Sections 364.031 and 364.034 of the Texas Health and Safety Code. The City also desires to reduce wear and tear on the City streets that result from multiple solid-waste companies operating within the City on multiple days.

II. SERVICE AREA AND SERVICE PLAN

Collection services may only be conducted between 7:00 a.m. and 7:00 p.m. and in accordance with the Service Plan attached hereto as Attachment A1. The Service Plan may be amended from time to time by agreement of the parties without the need to amend the Agreement. The Service Provider will be responsible for informing the City's residents of their specified collection day.

III. MISCELLANEOUS

A. Reports; Customer Relations. Service Provider shall submit a quarterly report to the City Council, c/o the City Administrator or his designee, which includes all information necessary to verify proper performance of the Agreement to include but not be limited to the amount of household waste collected, amount of commercial waste collected, amount of recyclable material collected (if applicable) with a breakdown of each tonnage equivalent. In addition such report shall contain a listing of residential and commercial accounts, to include the Customer's name, address, frequency of pick-up, size of container or type of service and charges for same. Service Provider's Project Manager to serve as contact to the City's Residential and Commercial Customers and to the City staff shall be Ray Moore, or his appointed successor.

Service Provider shall maintain and implement the Communication Plan attached hereto as Attachment A2 and incorporated herein. The Communication Plan may be amended from time to time by agreement of the parties without the need to amend the Agreement.

B. Maintenance of Vehicles and Property. Service Provider shall, as a condition of the Agreement, keep all of its vehicles in proper operating condition, and vehicles that are leaking oil, hydraulic fluid or other substances, or which present an unhygienic or unsafe appearance, will not be permitted. In the event of a spill, Service Provider shall be responsible for cleanup.

C. Litter Free Conditions. Service Provider will take all steps necessary to ensure that all areas, within a 10 foot radius of the cart, where trash is picked up and removed are left in a neat and litter-free condition, and no loose trash may be left in such locations. All vehicles must be properly and adequately covered, and no trash may be permitted to blow out of the vehicles.

D. Container Inventory. Service Provider shall monitor the container and bin inventory to ensure that bin and containers can be replaced in less than 5 days from the date required by Customers.

ATTACHMENT "B"

TDS TEXAS DISPOSAL SERVICES<sup>1</sup>  
MONTHLY RATES AND OTHER CHARGES

RESIDENTIAL SERVICES

Collection one time per week

# of  
Customers

Less Than	Trash including Recycling Services	Extra Cart per month
850	\$19.92	\$7.00
1250	\$17.87	\$7.00
1650	\$16.68	\$7.00

COMMERCIAL SERVICES

Cart per Month	Extra Cart per month
\$25.00	\$11.00

Containers

Bin Size	Collection 1X per week	Collection 2X per week	Collection 3X per week
2 CuYd	\$61		
3 CuYd	\$66		
4 CuYd	\$72	\$135	
6 CuYd	\$73	\$158	\$229

CONSIDERATIONS AND ASSUMPTIONS INCLUDED IN RATES:

1. Within the standard monthly rate for Residential Customers, Service Provider shall pick up a limited number of additional bags or bundles (e.g., two per Residential Customers) with the cart at no extra charge. Bags or bundles shall be self-contained and fully disposable. Service Provider shall provide annual pickup of Christmas trees without charge.

2. In the Bulk rate, Service Provider agrees to pick up mattresses and large appliances such as washers, dryers, refrigerators, and furniture as part of bulky waste pick-up at agreed upon collection day(s). Refrigerators must have all doors removed. Service Provider is not required to pick up refrigerators unless written evidence is posted in clear view on refrigerators and all

<sup>1</sup> These rates do not include the City's Franchise Fee.

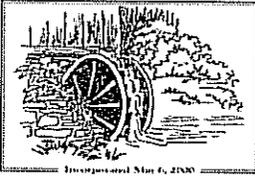
other applicable appliances that all Freon has been removed by a certified refrigeration technician. A Residential Customer may choose to retain services for bulk item pick-up at the option of the Customer on an "as needed" basis. The rate for "as needed" bulk item collection and disposal shall be \$12.00 per loose cubic yard on regularly scheduled pick-up days.

3. Special Services provided by the Service Provider and not otherwise specified herein may be negotiated between the Customer and Service Provider directly.

4. The monthly service rate includes recycling services, all Residential Units shall be provided with a free eighteen (18) gallon recycling bin. If bins are lost or stolen, Service Provider shall supply the replacement free. If the Service Provider experiences recurring problems or damage or destruction to or theft of the bins provided by the Service Provider pursuant to the Agreement, Service Provider may, prior to replacing or repairing such containers, require security deposits from the Customer utilizing such containers. Recycling services shall include collection of one or more of the following: green, brown and clear glass; #2 HDPE plastics (plastic milk jugs); #1 PET plastics (water and soda bottles); aluminum, tin and steel cans; newsprint, newspaper inserts and paper. Any recyclable services not included in the Rate should be clearly identified. Recycling services shall include the education services. Yard waste is not included in the Recycling services.

5. Any collection and disposal services provided to the City by Service Provider shall be provided at the same rate as that provided to Commercial Customers.

# City Council Agenda Form



Date Submitted: March 25, 2010

Agenda Date Requested: April 1, 2010

**Project/Proposal Title:** CONSIDER SETTING A DATE FOR A WORKSHOP ON POSSIBLE FUNDING ALTERNATIVES FOR FUTURE CITY OPERATIONS

**Funds Required:**

**Funds Available:**

**Council Action Requested:**

Ordinance

Resolution

Motion

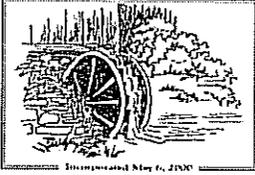
Discussion

**Project/Proposal Summary:**

This item was placed on the agenda by Place Three City Council Member Bill Appleman to allow City Council to consider setting a date for a City Council Workshop to discuss and consider possible alternatives for funding future City operations. Possible dates for such a workshop include Wednesday, April 21, 2010 or Thursday, April 29, 2010.

No additional background information was provided for this agenda item.

# City Council Agenda Form



Date Submitted: March 25, 2010

Agenda Date Requested: April 1, 2010

**Project/Proposal Title:** CONSIDER APPROVAL OF A REQUEST FROM THE WIMBERLEY VILLAGE LIBRARY FOR TEN (10) FREE PASSES TO THE BLUE HOLE REGIONAL PARK FOR THE 2010 SEASON

**Funds Required:**

**Funds Available:**

**Council Action Requested:**

Ordinance

Resolution

Motion

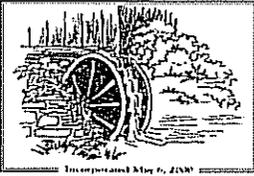
Discussion

**Project/Proposal Summary:**

This item was placed on the agenda to allow City Council to discuss and consider a request from the Wimberley Village Library for ten (10) free daily admission passes to the Blue Hole Regional Park for the 2010 Season. If approved, the passes would be given away to participants in the Library's 2010 Summer Reading Program.

City staff recommends approval of the above-mentioned request.

# City Council Agenda Form



Date Submitted: March 29, 2010

Agenda Date Requested: April 1, 2010

**Project/Proposal Title:** CONSIDER SETTING  
THE DATE FOR A CITY VOLUNTEER  
APPRECIATION EVENT

**Funds Required:**

**Funds Available:**

**Council Action Requested:**

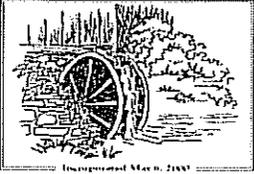
- Ordinance
- Resolution
- Motion
- Discussion

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**Project/Proposal Summary:**

This item was placed on the agenda by Place Four Council Member Steve Thurber to allow City Council to discuss and consider scheduling a volunteer appreciation event to recognize members of the City's various boards and commissions along with others who have volunteered their time to assist the City.

# City Council Agenda Form



**Date Submitted:** March 29, 2010

**Agenda Date Requested:** April 1, 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.