

City of Wimberley

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

REGULAR CITY COUNCIL MEETING
WIMBERLEY CITY HALL - CITY COUNCIL CHAMBERS
221 STILLWATER, WIMBERLEY, TEXAS
THURSDAY, JANUARY 18, 2018 – 6:00 P.M.

AGENDA

1. **CALL TO ORDER** January 18, 2018 at 6:00 p.m.
2. **CALL OF ROLL** City Secretary
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG**
5. **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. Comments from speakers should not be directed towards any specific member of City Council or City staff. Comments should not be accusatory, derogatory or threatening in nature.

6. **EXECUTIVE SESSION**

In accordance with Texas Government Code, Chapter 551, Subchapter D, the City Council may convene in a closed session. After the Executive Session, discussion on any of the following items, any final action or vote taken will be in public.

- A. Executive Session pursuant Section 551.071 of the Texas Government Code for Consultation with Attorney to receive legal advice about litigation in Case No. 16-2419; Risoli v. City of Wimberley and Wimberley Board of Adjustment; 207th District Court, Hays County, Texas.
- B. Executive Session pursuant Section 551.071 of the Texas Government Code for Consultation with Attorney to receive legal advice about litigation in Case No. 13-0895-C; Creekhaven, LLC, and William D. Appleman v. City of

Wimberley Board of Adjustment.

- C. Executive Session pursuant Section 551.074 of the Texas Government Code for Personnel Matters regarding the hiring of a City Attorney. (*Interim City Administrator Paul Parker*)
- D. Executive Session pursuant to Section 551.071 of the Texas Government Code for consultation with attorney to receive legal advice regarding reimbursement to Mayor Mac McCullough for legal expenses incurred during the ethics hearing/case.
- E. Discussion and possible action regarding items discussed in Executive Session.

7. CONSENT AGENDA

The following item/s 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.

- A. Approval of minutes from the Special Called City Council Meeting held January 4, 2018.
- B. Approval of minutes from the Regular City Council Meeting held January 4, 2018.
- C. Approval of minutes from the Special Called City Council Meeting held January 10, 2018.
- D. Approval of minutes from the Special Called City Council Meeting held January 11, 2018.

8. PRESENTATION AND POSSIBLE ACTION

Presentation and consider possible action regarding plans for the 2018 Wimberley Wine Walk on Thursday, April 5, 2018. (*Wimberley Community Civic Club*)

9. PUBLIC HEARINGS AND POSSIBLE ACTION

- A. Hold a public hearing and consider possible action regarding case CUP-17-010, an application for a Conditional Use Permit to allow for the operation of a Vacation Rental on property zoned Commercial-Low Impact (C-1) for property located at 13510 Ranch Road 12, Wimberley, Hays County, Texas; and providing for the following: delineation on zoning map; findings of fact; severability; effective date and proper notice and meeting. (*Sherry Macha, Applicant*)

- B. Hold a public hearing and consider possible action regarding case CUP-17-011, an application for a Conditional Use Permit to allow for the operation of a drive-in eating establishment on property zoned Commercial-High Impact (C-3) for property located at 14015 Ranch Road 12, Ste. 100, Wimberley, Hays County, Texas; and providing for the following: delineation on zoning map; findings of fact; severability; effective date and proper notice and meeting. *(Tiffany Paul, Applicant)*
- C. Hold a public hearing and consider approval of the second and final reading of an ordinance amending Title IX (General Regulations), Chapter 95 (On-Site Sewage Facilities Regulations), and Section 95.02 (Definitions) of the City of Wimberley Code of Ordinances; and providing for the following: delineation on zoning map; findings of fact; severability; effective date and proper notice and meeting. *(Planning & Development Coordinator/GIS Analyst Sandy I. Floyd)*

10. RESOLUTIONS

- A. Consideration and action regarding Resolution No. 03-2018 amending the 2017/2018 Operating Budget (Budget Amendment No. 4) providing for increased revenue in the General Fund Court Costs, Fees and Charges and to increase expenses in the Municipal Court Operation Funds. *(Interim City Administrator Paul Parker)*
- B. Consideration and action regarding Resolution No. 04-2018 amending the 2017/2018 Operating Budget (Budget Amendment No. 5) providing for the transfer of funds in the General Fund Unobligated Fund Balance to the Administration Department. *(Interim City Administrator Paul Parker)*

11. HOTEL OCCUPANCY TAX

- A. Consider approval of Ordinance No. 2018-02 to increase the tax rate to be imposed on hotel occupancy within the corporate limits and the extraterritorial jurisdiction of the City from zero percent (0%) to five percent (5%), effective April 1, 2018. *(Interim City Administrator Paul Parker)*
- B. Discuss and consider possible action regarding the Visitor Center Operations Agreement between the City of Wimberley and the Wimberley Convention and Visitors Bureau Foundation. *(Place One Councilmember Steve Thurber)*
- C. Consideration and action regarding Resolution No. 05-2018 amending the 2017/2018 Operating Budget (Budget Amendment No. 6) providing for the transfer of funds in the Hotel Occupancy Tax Unobligated Fund Balance to the Hotel Occupancy Tax Operation Fund. *(Interim City Administrator Paul Parker)*

- D. Consideration and action regarding Resolution No. 06-2018 amending the 2017/2018 Operating Budget (Budget Amendment No. 7) providing for an increase of revenue in the Hotel Occupancy Tax Fund and to increase expenses in the Hotel Occupancy Tax Fund. *(Interim City Administrator Paul Parker)*

12. DISCUSSION AND POSSIBLE ACTION

- A. Discuss and consider possible action regarding the City of Wimberley Investment Policy. *(Interim City Administrator Paul Parker)*
- B. Discuss and consider possible action to approve the contract between the City of Wimberley and Jim Schoonover for project management services for the Central Wimberley Wastewater Project. *(Interim City Administrator Paul Parker)*

13. SEWER COLLECTION SYSTEM

- A. Discuss and consider possible action regarding alternate solutions to the City's existing Wastewater Collection System. *(Place Four Councilmember Gary Barchfeld)*
- B. Discuss and consider possible action regarding options to save funds on the Sewer Treatment Plant bid. *(Place Two Councilmember Craig Fore)*
- C. Discuss and consider possible action to award the Sewer Collection System Contract to Capital Excavation. *(Interim City Administrator Paul Parker)*
- D. Discuss and consider possible action to amend the original contract with Capital Excavation to allow for the approval of Change Order No. 1. *(Interim City Administrator Paul Parker)*

14. CITY COUNCIL REPORTS

- Announcements
- Future agenda items

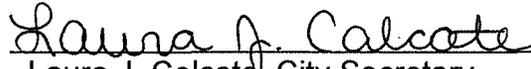
15. ADJOURNMENT

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 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 Monday, January 15, 2018 by 5:00 p.m.



Laura J. Calcote, 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 Laura Calcote, City Secretary, 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.

City Council Agenda Form



Date Submitted: January 15, 2018

Agenda Date Requested: January 18, 2018

Project/Proposal Title: CONSENT AGENDA

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

Please see attached minutes from four City Council meetings:

- Special Called January 4, 2018 at 4:30 p.m.
- Regular January 4, 2018 at 6:00 p.m.
- Special Called January 10, 2018 at 1:00 p.m.
- Special Called January 11, 2018 at 9:00 a.m.



City of Wimberley

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

SPECIAL CITY COUNCIL MEETING
WIMBERLEY CITY HALL-CITY COUNCIL CHAMBERS
221 STILLWATER, WIMBERLEY, TEXAS
JANUARY 4, 2018 – 4:30 P.M.

MINUTES

CALL TO ORDER

Mayor Pro Tem Steve Thurber called the meeting to order at 4:34 p.m.

CALL OF ROLL

Councilmembers Present: Steve Thurber Place One
Craig Fore Place Two
Allison Davis Place Three
Gary Barchfeld Place Four
Roberta Holland Place Five
Mac McCullough Mayor (*arrived at 4:38 p.m.*)

EXECUTIVE SESSION

City Council adjourned into Executive Session at 4:35 p.m. in accordance with Texas Government Code, Chapter 551, Subchapter D, for the following purpose: Section 551.074 of the Texas Government Code (Personnel Matters) to review applications for the City Administrator position.

Regular Session reconvened at 5:22 p.m.

DISCUSSION AND POSSIBLE ACTION

No action was taken.

ADJOURNMENT

Mayor Mac McCullough adjourned the meeting at 5:23 p.m., without objection.

RECORDED BY:

Laura J. Calcote, City Secretary

APPROVED BY:

Herschel P. "Mac" McCullough,
Mayor



City of Wimberley

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REGULAR CITY COUNCIL MEETING
WIMBERLEY CITY HALL-CITY COUNCIL CHAMBERS
221 STILLWATER, WIMBERLEY, TEXAS
JANUARY 4, 2018– 6:00 P.M.

MINUTES

CALL TO ORDER

Mayor Mac McCullough called the meeting to order at 6:00 p.m.

CALL OF ROLL

Council members present:

- | | |
|-----------------|-------------|
| Mac McCullough | Mayor |
| Steve Thurber | Place One |
| Craig Fore | Place Two |
| Allison Davis | Place Three |
| Gary Barchfeld | Place Four |
| Roberta Holland | Place Five |

INVOCATION

Councilmember Gary Barchfeld gave the invocation.

PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG

Mayor Mac McCullough led the pledges to the United States and Texas flags.

CITIZENS COMMUNICATIONS

There were no citizen comments.

EXECUTIVE SESSION

Councilmember Gary Barchfeld suggested postponing appointments to the Hotel Occupancy Tax Committee until there was a larger pool of applicants. Mr. Barchfeld also stated he felt the topic should be discussed in Regular Session, instead of Executive Session.

The City Council adjourned into Executive Session at 6:05 p.m. in accordance with Texas Government Code, Chapter 551, Subchapter D for the following purposes:

- A. Section 551.074 of the Texas Government Code for Personnel Matters regarding appointments to the Hotel Occupancy Tax (HOT) Committee.
- B. Section 551.074 of the Texas Government Code for Personnel Matters regarding the hiring of a Municipal Court Judge.

Regular Session reconvened at 6:37 p.m.

There was discussion regarding HOT Committee appointments, including Councilmember applicants Allison Davis and Gary Barchfeld. Both had expressed a desire to be appointed as the Councilmember Representative on the Committee. **Councilmember Steve Thurber made a motion to appoint the following members to the HOT Committee: Chris Oddo and Jennifer Ober (Lodging Operator Representatives), Clay Ewing (Chamber of Commerce Representative), Robert Cook (Arts/Historical Representative), Traci Ferguson (Merchants Association Representative), Buck Baccus (At-Large Representative) and Allison Davis (Councilmember Representative). Motion was seconded by Councilmember Roberta Holland. Motion carried as follows (2-3):**

Steve Thurber	Aye
Roberta Holland	Aye
Craig Fore	Recused
Allison Davis	Abstained
Gary Barchfeld	Abstained

CONSENT AGENDA

Motion to approve the minutes from the Regular City Council Meeting held November 16, 2017 was made by Councilmember Steve Thurber. Motion was seconded by Councilmember Allison Davis. Motion carried as follows (4-0):

Steve Thurber	Abstained
Craig Fore	Aye
Allison Davis	Aye
Gary Barchfeld	Aye
Roberta Holland	Aye

Motion to approve minutes from the Regular City Council Meeting held December 7, 2017, the Special Called City Council Meeting held December 14, 2017 and the August 2017, October 2017 and November 2017 Financial Statements for the City of Wimberley was made by Councilmember Steven Thurber. Motion was seconded by Councilmember Allison Davis. Motion carried unanimously (5-0).

CITY ADMINISTRATOR/MAYOR REPORT

Interim City Administrator Paul Parker provided an update regarding the status of the Wastewater Project. Mr. Parker stated Black Castle GC had been awarded the sewer treatment plant contract in November 2017. Persons Service Company, LLC had withdrawn their bid for the collection system portion of the project. Capital Excavation was the next lowest bidder for the collection system. The next steps in the Wastewater Project were to award a project manager, and to see if the Texas Water Development Board and the Economic Development Administration would approve Capital Excavation's bid. Additionally, Mr. Parker provided a fund balance update. There was discussion on project financing, along with contingency fees and possible future change orders.

PUBLIC HEARINGS AND POSSIBLE ACTION

- A. Hold a public hearing and consider possible action regarding case ZA-17-007, an application to change the zoning from Commercial-Low Impact (C-1) to Commercial-High Impact (C-3) for property located at 14015 Ranch Road 12, Wimberley, Hays County, Texas; and providing for the following: delineation on zoning map; findings of fact; severability; effective date and proper notice and meeting. *(The Quarter Shops LLC, Applicant)*
Planning and Development Coordinator/GIS Analyst Sandy Floyd presented the zoning change to Council. The Planning and Zoning Commission had recommended Council approval of the change with a unanimous vote at their previous meeting. Councilmember Allison Davis commented that she supported diversity of businesses and options.
Mayor Mac McCullough opened the public hearing at 6:49 p.m.
There were no citizen comments.
Mayor Mac McCullough closed the public hearing at 6:50 p.m.
Motion to approve was made by Councilmember Steve Thurber. Motion was seconded by Councilmember Allison Davis. Motion carried unanimously (5-0).
- B. Hold a public hearing and consider possible action regarding case S-17-009, regarding the proposed Amending Plat of Lot 4 & Lot 5, Spoon Mountain Homesites, Establishing Lot 4A and related variance request from the City Subdivision Code requirements relating to minimum lot size. *(Richard McDaniel, Applicant)*
Mrs. Floyd presented the proposed variance for the property located at 200 Mountain View. The Planning and Zoning Commission had recommended Council approval of the change with a unanimous vote at their previous meeting.
Mayor Mac McCullough opened the public hearing at 6:53 p.m.
There were no citizen comments.
Mayor Mac McCullough closed the public hearing at 6:53 p.m.
Motion to approve was made by Councilmember Craig Fore. Motion was seconded by Councilmember Steve Thurber. Motion carried unanimously (5-0).
- C. Hold a public hearing and consider possible action regarding the proposed ordinance amending Ordinance No. 2011-028, which amended Ordinance No. 2009-042, which amended Ordinance No. ZA-01-010, which designated real property located on approximately 5.34 acres, more commonly known as 14835 Ranch Road 12, Wimberley, Hays County, Texas, as a Planned Unit Development of Commercial-Low Impact (C-1) and imposed certain development regulations. This amendment proposes to revise the concept plan by increasing the building footprint and project square footage; and providing for the following: delineation on zoning map; findings of fact; severability; effective date and proper notice and meeting. *(Schoch McCrocklin Properties, Applicant)*

Mrs. Floyd noted this was an amendment to an existing Planned Unit Development (PUD) with base zoning of Commercial-Low Impact (C-1). The Planning and Zoning Commission had recommended Council approval of the change with a unanimous vote at their previous meeting.

Mayor Mac McCullough opened the public hearing at 6:55 p.m.

There were no citizen comments.

Mayor Mac McCullough closed the public hearing at 6:55 p.m.

Motion to approve was made by Councilmember Steve Thurber. Motion was seconded by Councilmember Craig Fore. Motion carried unanimously (5-0).

- D. Hold a public hearing and consider approval of the first reading of an ordinance amending Title IX (General Regulations), Chapter 95 (On-Site Sewage Facilities Regulations), and Section 95.02 (Definitions) of the City of Wimberley Code of Ordinances; and providing for the following: delineation on zoning map; findings of fact; severability; effective date and proper notice and meeting. (*Planning & Development Coordinator/GIS Analyst Sandy I. Floyd*)

First reading of a proposed ordinance amending the City Code requirements for the on-site sewage facility regulations. The previous ordinance that was passed regarding this topic changed the definition term for the Edwards Aquifer Contributing Zone, but did not revise the definition. The Planning and Zoning Commission had recommended Council approval of the change with a unanimous vote at their previous meeting.

Mayor Mac McCullough opened the public hearing at 6:57 p.m.

There were no citizen comments.

Mayor Mac McCullough closed the public hearing at 6:58 p.m.

Motion to approve was made by Councilmember Steve Thurber. Motion was seconded by Councilmember Roberta Holland. Motion carried unanimously.

RESOLUTIONS

- A. Consideration and action regarding Resolution No. 01-2018 amending the 2017/2018 Operating Budget (Budget Amendment No. 2) providing for the painting of the interior of City Hall. (*Interim City Administrator Paul Parker*)

Interim City Administrator Paul Parker spoke regarding Resolution No. 01-2018, which would provide funding for the interior painting of City Hall. Mr. Parker said City Council had previously approved the painting project, but did not allocate funds to complete the project in the Fiscal Year 2017/2018 Operating Budget. Therefore, a budget amendment was needed to add money in the Building Repairs/Maintenance fund from the Unobligated Funds Balance for the project. A cost estimate had been provided from Ball Brothers to Councilmember Roberta Holland in the Summer of 2017 for the painting. Ms. Holland noted she did not bring the estimate to Council during budget deliberations for the interior painting of City Hall. There was disagreement among Councilmembers regarding how and when to fund the

painting project. Councilmember Steve Thurber stated the City is removing money from the General Fund balance too regularly, and the project should be pushed to the next budget cycle when funds can be allocated for the painting. Councilmember Allison Davis added the project did not go through the budget process, and other funding priorities could be considered. Councilmember Gary Barchfeld believed the City could afford funding the project right now by moving funds around in the Operating Budget, per the presented Resolution.

Motion to approve Resolution No. 01-2018 amending the 2017/2018 Operating Budget (Budget Amendment No. 2) providing for the painting of the interior of City Hall was made by Councilmember Gary Barchfeld. Motion was seconded by Councilmember Roberta Holland. Motion carried as follows (3-2):

Craig Fore	Aye
Gary Barchfeld	Aye
Roberta Holland	Aye
Allison Davis	Nay
Steve Thurber	Nay

- B. Consideration and action regarding Resolution No. 02-2018 amending the 2017/2018 Operating Budget (Budget Amendment No. 3) providing for increased appropriations to the Wastewater Fund for financial and legal services. (*Interim City Administrator Paul Parker*)
- Interim City Administrator Paul Parker provided background information regarding financing for the City of Wimberley Sewer System Project. The City had not previously gone through the Request for Qualifications process for financial and legal services, and therefore, could not use funding from the Texas Water Development Board and the Economic Development Administration to pay for invoices from Specialized Public Finance, Inc. and Bickerstaff Heath Delgado Acosta, LLP. Consequently, a budget amendment was needed to move funding from the Wastewater Unobligated Fund Balance to the Wastewater Fund Contract Services to pay for the invoices from the two entities. There was discussion among Councilmembers regarding the topic. Councilmember Steve Thurber noted the City was aware of the RFQ process, but thought moving forward without completing the process was fine, due to previous legal advice received by the City. Furthermore, the City believed there would be funds to cover the associated costs for financial and legal services in the future when the decision was made not to solicit RFQs.
- Motion to approve Resolution No. 02-2018 amending the 2017/2018 Operating Budget (Budget Amendment No. 3) providing for increased appropriations to the Wastewater Fund for financial and legal services was made by Councilmember Steve Thurber. Motion was seconded by Councilmember Craig Fore. Motion carried unanimously (5-0).**

ORDINANCE

Consider approval of Ordinance No. 2018-01 ordering General and Special Elections on May 5, 2018 for the purpose of electing at-large three Council Members for Mayor, Place Two and Place Four in the General Election and at-large one Council Member for Place Five in the Special Election for the City of Wimberley City Council. *(City Secretary Laura Calcote)*

City Secretary Laura Calcote provided an update regarding the General and Special Elections set for Saturday, May 5, 2018. Positions for Mayor, Place Two and Place Four would be filled in the General Election. Position for Place Five would be filled in the Special Election. An ordinance was needed to call the elections and begin moving forward with the process.

Motion to approve Ordinance No. 2018-01 ordering the General and Special Elections on May 5, 2018 for purpose of electing at-large three Council Members for Mayor, Place Two and Place Four in the General Election and at-large one Council Member for Place Five in the Special Election for the City of Wimberley City Council was made by Councilmember Gary Barchfeld. Motion was seconded by Councilmember Roberta Holland. Motion carried unanimously (5-0).

DISCUSSION AND POSSIBLE ACTION

- A. Discuss and consider possible action approving a proposed Election Services Contract with the Hays County Elections Administrator to conduct the May 5, 2018 General and Special Elections for the City of Wimberley. *(City Secretary Laura Calcote)*

Ms. Calcote stated the City had contracted with Hays County in previous years for election services. The proposed contract from the Hays County Elections Administrator would once again allow the two governmental organizations to enter into an agreement for election services for the May 2018 General and Special Elections.

Motion to approve the Election Services Contract with Hays County Elections Administrator to conduct the May 5, 2018 General and Special Elections for the City of Wimberley was made by Councilmember Steve Thurber. Motion was seconded by Councilmember Craig Fore. Motion carried unanimously (5-0).

- B. Discuss and consider possible action to award project management services to Jim Schoonover for the Central Wimberley Wastewater Project. *(Interim City Administrator Paul Parker)*

Interim City Administrator Paul Parker noted the City Council had terminated its contract with TRC Engineering, Inc. in November 2017, and requested the City solicit Request for Qualifications (RFQs) for professional project management services relating to the construction of the Central Wimberley Wastewater System Project. The City had received four RFQs from three engineering firms and one individual for project management services. Three of the four entities or individuals were interviewed by Interim City Administrator Paul Parker, Mayor Mac McCullough and Councilmember Craig

Fore. After conducting the interviews, the sub-committee recommended awarding the contract to individual Jim Schoonover for project management services for the Wastewater Project. City Council agreed that Mr. Schoonover provided an affordable rate for the project and had extensive experience in the field. The contract would still need to be negotiated between the City and Mr. Schoonover.

Motion to authorize the City Administrator to negotiate a contract for professional project management services with Jim Schoonover and bring the contract back to City Council for approval was made by Councilmember Craig Fore. Motion was seconded by Councilmember Steve Thurber. Motion carried unanimously.

CITY COUNCIL REPORTS

- Announcements – Councilmember Steve Thurber wanted to thank the Blue Hole Regional Park staff for organizing the Polar Bear Plunge held January 1, 2018.
- Future agenda items – There were no items.

ADJOURNMENT

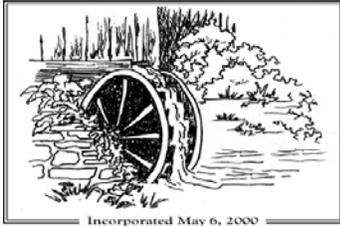
Mayor Mac McCullough adjourned the meeting at 7:27 p.m., without objection.

RECORDED BY:

Laura J. Calcote, City Secretary

APPROVED BY:

Herschel P. “Mac” McCullough,
Mayor



City of Wimberley

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

SPECIAL CITY COUNCIL MEETING
WIMBERLEY CITY HALL-CITY COUNCIL CHAMBERS
221 STILLWATER, WIMBERLEY, TEXAS
JANUARY 10, 2018 – 1:00 P.M.

MINUTES

CALL TO ORDER

Mayor Mac McCullough called the meeting to order at 1:16 p.m.

CALL OF ROLL

Councilmembers Present: Mac McCullough Mayor
Steve Thurber Place One
Craig Fore Place Two
Allison Davis Place Three
Gary Barchfeld Place Four
Roberta Holland Place Five

EXECUTIVE SESSION

City Council adjourned into Executive Session at 1:30 p.m. in accordance with Texas Government Code, Chapter 551, Subchapter D for the following purpose: Section 551.074 of the Texas Government Code (Personnel Matters) to conduct interviews of applicants for the City Administrator position.
Regular Session reconvened at 2:22 p.m.

DISCUSSION AND POSSIBLE ACTION

No action was taken.

ADJOURNMENT

Mayor Mac McCullough adjourned the meeting at 2:23 p.m., without objection.

RECORDED BY:

Laura J. Calcote, City Secretary

APPROVED BY:

Herschel P. "Mac" McCullough,
Mayor



City of Wimberley

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

SPECIAL CITY COUNCIL MEETING
WIMBERLEY CITY HALL-CITY COUNCIL CHAMBERS
221 STILLWATER, WIMBERLEY, TEXAS
JANUARY 11, 2018 – 9:00 A.M.

MINUTES

CALL TO ORDER

Mayor Pro Tem Steve Thurber called the meeting to order at 9:04 a.m.

CALL OF ROLL

Councilmembers Present: Mac McCullough Mayor
Steve Thurber Place One
Craig Fore Place Two
Allison Davis Place Three
Gary Barchfeld Place Four
Roberta Holland Place Five

EXECUTIVE SESSION

City Council adjourned into Executive Session at 9:05 a.m. in accordance with Texas Government Code, Chapter 551, Subchapter D for the following purpose: Section 551.074 of the Texas Government Code (Personnel Matters) to conduct interviews of applicants for the City Administrator position.
Regular Session reconvened at 11:36 am.

DISCUSSION AND POSSIBLE ACTION

No action was taken.

ADJOURNMENT

Mayor Pro Tem Steve Thurber adjourned the meeting at 11:37 a.m., without objection.

RECORDED BY:

Laura J. Calcote, City Secretary

APPROVED BY:

Herschel P. "Mac" McCullough,
Mayor

City Council Agenda Form



Date Submitted: January 15, 2018

Agenda Date Requested: January 18, 2018

Project/Proposal Title: PRESENTATION AND
POSSIBLE ACTION
2018 Wine Walk - Wimberley Community Civic
Club

Council Action Requested:

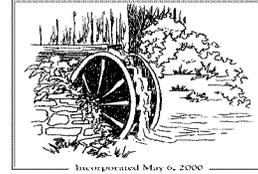
- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

The 2018 Wine Walk will be held on Thursday, April 5, 2018, from 5:00 p.m. to 8:00 p.m. The event is sponsored by the Wimberley Community Civic Club, a 501c 3 non-profit organization. The Wine Walk will feature wineries serving and selling wine at designated wine stops on public walkways in front of businesses in the downtown area. More information can be found at <https://wimberleywinewalk.com/>.

The Civic Club will provide security for the event and an event insurance policy with the City listed as an additional insured party.

Report for CUP-17-010



Summary:

An application for a Conditional Use Permit to allow for the operation of a Vacation Rental at 13510 Ranch Road 12

Applicant Information:

Applicant: Sherry Macha
611 Wild Turkey Run
Wimberley, TX 78676

Property Owner: Sherry Macha

Subject Property:

Legal Description: 0.48 acres out of the Amasa
Location: 13510 RR 12
Existing Use of Property: Commercial
Existing Zoning: Commercial-Low Impact (C-1)
Proposed Use of Property: Vacation Rental
Proposed Zoning: CUP
Planning Area: IV
Overlay District: N/A

Surroundings:

Frontage On: RR 12

Area Zoning and Land Use Pattern:

	Current Zoning	Existing Land Use
N of Property	MF2	Residential
S of Property	RA, NS	Residential, Commercial
E of Property	C1	Commercial
W of Property	C2	Residential

Legal Notice

200' Letters: 12/20/2017
Published: 12/21/2017
Sign Placement: 12/20/2017
Responses: none

Comments:

The applicant, Sherry Macha, has requested a Conditional Use Permit (CUP) to operate a Vacation Rental for property located at 13510 RR 12.

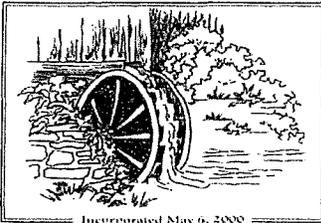
The proposed Vacation Rental totals approximately 2,000 square feet, of which 800 square feet will contain the proposed Vacation Rental area consisting of two (2) bedrooms & two (2) bathrooms. Each bedroom/bath will have independent entry/access. The remainder of the building will contain an antique shop and office. The City Sanitarian has reviewed this request and stated a maximum occupancy of 4 people per septic regulations (2 per bedroom). Guests would be required to park on the subject property.

City staff is recommending the following conditions be made part of the requested CUP, should the Council recommend approval:

1. No organized outside activities shall be allowed on the property after 10 p.m.
2. No guests, other than paying guests, shall be allowed on the property at any time, unless approved in advanced, in writing, by the owner or their agent.
3. The grounds outside the residence shall remain free of litter and trash at all times.
4. A fire escape plan, identifying fire exits shall be developed and graphically displayed in each guest room.
5. One (1) smoke alarm shall be provided in each guest room, along with a fire extinguisher visible and accessible to guests.
6. A valid taxpayer number for reporting any Texas/City tax shall be provided to the City along with a copy of the completed City of Wimberley/State of Texas Hotel Occupancy Tax Questionnaire, no later than thirty (30) days of such change.
7. The City shall be notified of any change in ownership of the subject property within thirty (30) days of such change.
8. A copy of the requirements set forth in the CUP shall be made available to all guests.
9. The subject property owner shall provide the City and property owners within two hundred (200) feet of the subject property, with the current names and contact information (including telephone numbers and e-mail address) for the local responsible party for the subject property. The local contact shall be able to respond to any incident within thirty (30) minutes of a call and shall be authorized to make decisions regarding tenants at the property. If the name or contact information for the local contact changes, then the property owners shall notify the City and property owners within two hundred (200) feet of the subject property, with the current name and contact information.
10. Unruly gatherings are prohibited. Unruly gathering means a gathering of more than one (1) person which is conducted on premises within the City and which, by reason of the conduct of those persons in attendance, results in the occurrence of one (1) or more of the following conditions or events on public or private property: the destruction of property; obstruction of roadways, driveways, or public ways by crowds or vehicles; excessive noise; disturbances, brawls, fights or quarrels; public urination or defecation; or indecent or obscene conduct or exposure.
11. The property shall be subject to inspection at any time by designated City representatives if compliance is in question, with proper notice provided if feasible.
12. The CUP shall terminate and be considered abandoned if and when there is evidence of no rental activity, based in part of the State/City Hotel Occupancy Tax Reports, for a period of nine (9) months. The burden shall be on the property owner to prove that use of the property has been in continuous use.
13. A property address sign is required and shall be installed on the property no more than ten (10) feet from the street, with the address numbers at least four (4) inches high and two (2) inches wide.

14. One (1) freestanding business sign shall be allowed, but not required, on the property. Such sign shall not exceed four (4) square feet in area and shall be of traditional Hill Country design and color.
15. The maximum occupancy for the property shall be four (4) people.
16. The owner of the property or the owner's agent shall not advertise a maximum occupancy for the vacation rental that is greater than the maximum occupancy established by the City based on septic capacity.
17. The owner of the property or the owner's agent, which may be an agency, shall provide each renter a property map for the vacation rental property that shows the boundaries of the property and advises that trespassing on adjacent property is prohibited.
18. The owner of the subject property shall comply with any and all applicable operating permit requirements that may be established by the City.

On January 11th the Planning & Zoning Commission voted 6-0 to recommend approval of the application.

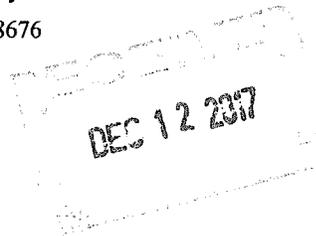


City of Wimberley

221 Stillwater Drive, P.O. Box 2027, Wimberley, TX 78676

Phone (512) 847-0025 Fax (512) 847-0422

www.cityofwimberley.com



CONDITIONAL USE PERMIT APPLICATION

No. CUP 17 - 010

FOR OFFICIAL USE ONLY

Application Date: 12-12-17 Tentative P&Z Hearing: 1-11-18 Tentative Council Hearing: 1-18-18

FEES: \$400.00 DATE PAID: 12-12-17 CHECK NO. 1037 REC'D BY SANDY I. FLOYD

PROJECT SITE ADDRESS: 13510 Ranch Road 12 Wimberley, TX 78676

OWNER/APPLICANT Sherry Macha PHONE () _____

MAILING ADDRESS: 611 Wild Turkey Run

CITY: New Braunfels STATE: TX ZIP: 78132

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

SPECIFIC CONDITIONAL USE REQUESTED: (e.g. Bed & Breakfast Lodging, Vacation Rental)

overnight guest lodging - VACATION RENTAL

Planning Area IV Zoning C1 Total Acreage or Sq. Ft. 800 sq. ft.

Subdivision: 0.48 Ac. out of the Amasa Turner survey Lot _____ Block _____

Appraisal District Tax ID #: R 18481

Deed Records Hays County: Volume _____ Page _____

Is property located in an overlay district? () Yes (X) No If Yes, type: N/A

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

UTILITY PROVIDERS:

Electric Provider: Perdanales Electric

Water Provider or Private Well: Wimberley Water Supply

Wastewater Service Provider or Hays County Septic Permit No: _____

MY REQUEST IS BASED ON THE FOLLOWING:

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

ADDITIONAL REQUIREMENTS/DOCUMENTATION

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

12-12-17
DATE

Sherry Macha
APPLICANT SIGNATURE

WHEN APPLICABLE:

Date _____

AGENT SIGNATURE

**LIST OF CONDITIONS THAT MAY BE INCLUDED IN A
BED AND BREAKFAST/VACATION RENTAL CUP**

Owner: Sherry Macha

LOCATION OF PROPERTY: 13510 Ranch Road 12

LEGAL DESCRIPTION: AD461 AMASA Turner Survey, Acres 0.34435

PLANNING AREA: 2 bedrooms with full restroom facilities

PRESENT ZONING: C1

EXISTING USE: Office / Retail

USE TO BE GRANTED: *Bed & Breakfast* OR *Vacation Rental*

NEW CONSTRUCTION: (Describe existing construction) If new construction is contemplated: Describe new construction. The architecture and façade of all new construction will be traditional “Hill Country” design and harmonious with those of adjacent uses. No construction shall commence prior to compliance with all applicable ordinances, laws, rules and regulations.

COMPATIBILITY TO NEARBY AREAS: The facilities on the property will at all times be harmonious and compatible with surrounding uses 42.2 A 1.

OFF-STREET PARKING: All parking will be off-street. Off-street parking spaces will be provided for off-street guest parking, which will be adequate for a maximum occupancy of 4 guests. Parking will be in these spaces only. 42.2 A 5; 42.3 F.

SIGNAGE: All signage will be of traditional “Hill Country” design and will comply with the City Sign Ordinance. 42.2 A 1; 42.2 A 6.

NOISE AND LIGHTING: Exterior lighting to be only landscape lighting. All noise audible from outside, and all light visible from outside the property shall be maintained at low levels appropriate to a single family neighborhood. No large parties are permitted.

NUMBER OF BEDROOMS: 2 42.3 B.

MAXIMUM OCCUPANCY: 4 guests. 42.3 B.

OCCUPANT REGULATIONS AND GUIDELINES: Guest Guidelines are attached hereto and made a part of this Conditional Use Permit. The bed and breakfast lodging facility shall be operated in accordance with the guidelines. These guidelines shall be furnished to all guests. 42.3 D.

WASTEWATER SYSTEM: The wastewater treatment system (to be designed and constructed) will at all times be adequate for the maximum occupancy. 42.3 H.

WATERFRONT USAGE: (Applicable if guests have water access) Guests may only use the n/a River/Creek in the area directly adjacent to the bed and breakfast lodging facility. Guests may not use the River/Creek in front of other properties or enter upon any property which is not part of the bed and breakfast facility for the purpose of entering or exiting the water or for any other reason. 42.3 E.

PROPERTY MANAGEMENT: Owner will provide guests and close-by neighbors with owner's telephone number to assure Owner's immediate knowledge of any concerns that may arise. (If not owner occupied) Owner agrees to retain under contract a responsible local management company at all times the property is used as a non-owner occupied bed and breakfast lodging. The management company shall advise guests of the applicable conditions contained herein, receive and pass on to owner any complaints received and at owner's direction act upon such complaints. (If Owner occupied) The property shall be the owner's principal place of residence and the owner shall actively supervise and manage the property at all times that it is used as a bed and breakfast facility. 42.3 D.

MISCELLANEOUS: Owner agrees to maintain the property in a manner conducive to the health and safety of the guests and the neighborhood. All trash and garbage will be placed in provided receptacles which shall not be visible from the street except on pick-up day. No trash bags shall be left out in the open. The exterior of the facility and the landscaping, including lawns, will be maintained in good condition at all times. 42.2 A 1.

REVOCATION: The cup may be revoked by the City Council upon recommendation of the planning and Zoning Commission in the event of the violation of any of the conditions contained therein.

OWNER COMPLIANCE: Owners agree to comply with all City of Wimberley Ordinances, and all state, county and City laws, rules and regulations.

ACCEPTED AND AGREED TO:

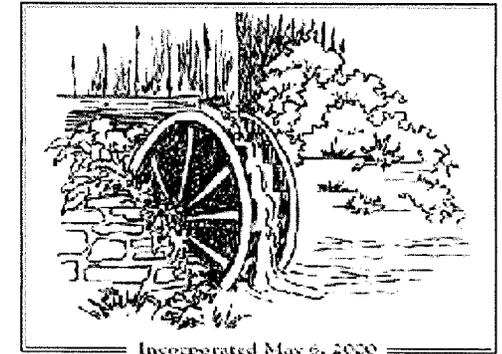
12-12-17
DATE

Sherry Macha
OWNER

DATE

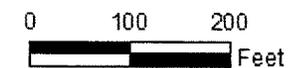
OWNER

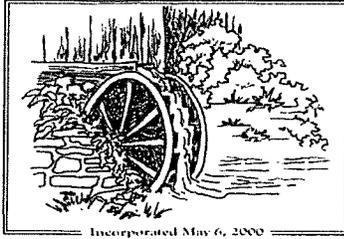
CUP-17-010 ~ 13510 RR 12



200' NOTIFICATION

Legend	
	200 Foot Buffer
D. OWNER	
	0. SHERRY MACHA
	1. 13310 RR 12
	2. DER HUND HAUS LLC
	3. HILL COUNTRY CHIC LLC
	4. M&N MEEKS LLC
	5. M&N MEEKS LLC
	6. MATTHEW & NATALIE MEEKS
	7. MICHAEL OLDMIXON
	8. MYERS LAND & INVESTMENTS LLC
	9. ROE, JENNIFER M
	10. SPICEWOOD LLC
	11. STARK, JOHN D
	12. WATTS FRANK ALLEN JR
	13. WILDER JUDITH S & CHARLES M
	14. WIMBERLEY CLEAR WATER PROPERTY LLC





City of Wimberley

221 Stillwater (P.O. Box 2027), Wimberley, Texas 78676
Phone: 512-847-0025 Fax: 512-847-0422 Web: cityofwimberley.com
Bob Flocke, Mayor - John White, Mayor Pro-tem
Council Members - Tom Talcott, Mac McCullough, Matt Meeks, Steve Thurber
Don Ferguson, City Administrator

December 20, 2017

NOTICE OF PUBLIC HEARING

Re: File No. CUP-17-010
13510 RR 12

A request for a Conditional Use Permit (CUP) to allow the operation of a Vacation Rental

Dear Property Owner:

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

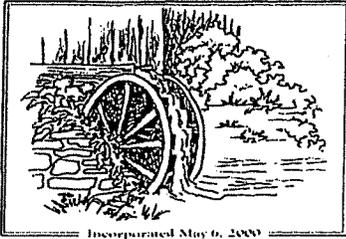
The applicant, Sherry Macha, has requested a Conditional Use Permit (CUP) to operate a Vacation Rental at 13510 Ranch Road 12. The current zoning for this property is Commercial-Low Impact (C-1). The City of Wimberley Planning & Zoning Commission will consider this request at a public hearing on **Thursday, January 11, 2018, at 6:00 p.m.** in the Wimberley City Hall, 221 Stillwater. Upon a recommendation from the Commission, City Council will hold a Public Hearing to consider the same request on **Thursday, January 18, 2018, at 6:00 p.m.**

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

Additional information regarding the proposed request is available for public review at City Hall during normal business hours. Should you have questions, please feel free to email or contact me at 512-847-0025.

Thank you,

Sandy I. Floyd
Planning & Development Coordinator
GIS Analyst
sfloyd@cityofwimberley.com



City of Wimberley

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

NOTICE BY SIGN POSTING

Date: 12/20/2017

Zoning No: CUP-17-010

Owner _____

To: Code Enforcement/Public Works

Please place a Proposed Zoning Sign on the following property

() Project Site Address 13510 RR-12

located on _____

Aaron Reed
Public Works/ Code Enforcement

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

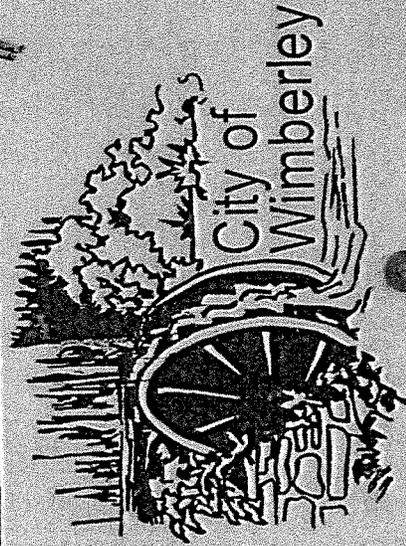
December 20, 2017



Signature

Proposed
Zoning
PUBLIC HEARING
For information Contact
The City of Wimberley
(512) 847-0025
Please Refer to File Number...

CUP-17-010



Do Not Remove

12/20/2017

The Wimberley View

NOTICE OF PUBLIC HEARING (Conditional Use Permit)

Notice is hereby given that the Planning & Zoning Commission of the City of Wimberley will hold a public hearing at the Wimberley City Hall on **Thursday, January 11, 2018, at 6:00 p.m.** to consider the following: **CUP-17-011**— an application for a Conditional Use Permit (CUP) to allow the operation of a drive-in facility at 14015 RR 12, Ste. 100. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a public hearing on **Thursday, January 18, 2018, at 6:00 p.m.** at City Hall. Comments on this request from any member of the public may be presented in person at City Hall, by mail (PO Box 2027), or by email (sfloyd@cityofwimberley.com) prior to the hearing. The public will be granted an opportunity to speak at the hearings. Additional information concerning the proposed action is available for review at the Wimberley City Hall, 221 Stillwater, Wimberley, Texas.

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Susan Renee Houchin, Deceased, were issued on December 13, 2017, in cause No. 17-0336-P, pending in the County Court at Law of Hays County, Texas, to: Linda Wheeler.

All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

c/o Joseph J. Malone
Attorney at Law
Stephens & Malone, LLP
P.O. Box 727
Wimberley, Texas 78676

DATED the 14th day of December, 2017

Joseph J. Malone
Attorney for Linda Wheeler
State Bar No.: 25040982
Stephens & Malone, LLP
P.O. Box 727
Wimberley, Texas 78676
Telephone: (512) 847-9277
Facsimile: (512) 847-5131
Email: joe@stevensmalonelaw.com

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Eldridge Eason, deceased, were issued on December 11, 2017, in Cause No. 17-0316-P, pending in the County Court at Law of Hays County, Texas, to: Judith Lynn Eason Herbert.

All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

c/o: Joseph J. Malone
Attorney at Law
Stevens & Malone, LLP
P.O. Box 727
Wimberley, Texas 78676

DATED the 11th day of December, 2017.

Joseph J. Malone
Attorney for Judith Lynn Eason Herbert
State Bar No.: 24050982
Stevens & Malone, LLP
P.O. Box 727
Wimberley, Texas 78676
Telephone: (512) 847-9277
Facsimile: (512) 847-5131
E-mail: joe@stevensmalonelaw.com

NOTICE OF PUBLIC HEARING (Conditional Use Permit)

Notice is hereby given that the Planning & Zoning Commission of the City of Wimberley will hold a public hearing at the Wimberley City Hall on **Thursday, January 11, 2018, at 6:00 p.m.** to consider the following: **CUP-17-010**— an application for a Conditional Use Permit (CUP) to allow the operation of a Vacation Rental at 13510 Ranch Road 12. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a public hearing on **Thursday, January 18, 2018, at 6:00 p.m.** at City Hall. Comments on this request from any member of the public may be presented in person at City Hall, by mail (PO Box 2027), or by email, (sfloyd@cityofwimberley.com) prior to the hearing. The public will be granted an opportunity to speak at the hearings. Additional information concerning the proposed action is available for review at the Wimberley City Hall, 221 Stillwater, Wimberley, Texas.

NOTICE OF APPLICATION TO SUBDIVIDE –

An application has been filed with HAYS COUNTY to subdivide 15.83 acres of property located at along Darden Hill Road, Austin, TX 78737. Information regarding the application may be obtained from Hays County Development Services (512) 393-2150. Tracking number: SUB-910

LEGAL NOTICE

Application has been made with the Texas Alcoholic Beverage Commission for a Mixed Beverage Permit by OKRpizza, LLC. dba Community Pizza & Beer Garden, to be located at 111 Old Kyle Rd. Suite 330. Wimberley, Hays County, Texas. Officers of said corporation are Michael Creecy, managing member.

NOTICE OF PUBLIC HEARING (Conditional Use Permit)

Notice is hereby given that the Planning & Zoning Commission of the City of Wimberley will hold a public hearing at the Wimberley City Hall on **Thursday, January 11, 2018, at 6:00 p.m.** to consider the following: **CUP-17-009**— an application for a Conditional Use Permit (CUP) to allow the operation of a Vacation Rental at 202 Leveritts Loop. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a public hearing on **Thursday, January 18, 2018, at 6:00 p.m.** at City Hall. Comments on this request from any member of the public may be presented in person at City Hall, by mail (PO Box 2027), or by email (sfloyd@cityofwimberley.com) prior to the hearing. The public will be granted an opportunity to speak at the hearings. Additional information concerning the proposed action is available for review at the Wimberley City Hall, 221 Stillwater, Wimberley, Texas.



Notice is here
Bids for Grov

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City

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HILL COUNTRY MENTAL HE

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Hays IDD Center

Seeking a S
Eligible candidate
with clerical / adm
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Apply onlin

Hill Country

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Please

Public Notice Public Notice Public Notice Public Notice Public Notice

PUBLIC NOTICE

ORDINANCE NO. 2018-00x

AN ORDINANCE APPROVING AN APPLICATION FOR A CONDITIONAL USE PERMIT SUBMITTED BY SHERRY MACHA TO PERMIT THE OPERATION OF A VACATION RENTAL ON PROPERTY LOCATED AT 13510 RANCH ROAD 12, WIMBERLEY, TEXAS, ZONED COMMERCIAL-LOW IMPACT (C-1); AND PROVIDING FOR FINDINGS OF FACT; AMENDMENT OF THE ZONING DISTRICT MAP; REPEALER; SEVERABILITY; EFFECTIVE DATE; PROPER NOTICE AND MEETING; AND PROVIDING FOR CERTAIN CONDITIONS.

WHEREAS, an application for a Conditional Use Permit has been filed by Sherry Macha (“Applicant”) requesting authorization to operate a vacation rental on real property described as 0.34 acres out of the Amasa Turner Survey, Abstract No.461, zoned Commercial-Low Impact (C-1); and

WHEREAS, a vacation rental is an authorized use in areas zoned Commercial-Low Impact (C-1) upon approval of a Conditional Use Permit;

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

WHEREAS, Applicant has submitted a Conditional Use Permit Application and other necessary information, and has complied with the requirements of the City of Wimberley Zoning Ordinance; and

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

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

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

ARTICLE I. FINDINGS OF FACT

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

ARTICLE II. APPROVAL - TERMS AND CONDITIONS

The CITY COUNCIL HEREBY GRANTS the Application for a Conditional Use Permit submitted by Sherry Macha (“Applicant”) for use as a vacation rental on real property, described as 0.34 acres out of the Amasa Turner Survey, Abstract No.461, as more particularly described by survey in Exhibit “A”, attached and incorporated by reference, zoned Commercial-low Impact (C-1), Wimberley, Hays County, Texas, subject to the following terms and conditions:

City of Wimberley, Texas

1. No organized outside activities shall be allowed on the property after 10 p.m.
2. No guests, other than paying guests, shall be allowed on the property at any time, unless approved in advanced, in writing, by the owner or their agent.
3. The grounds outside the residence shall remain free of litter and trash at all times.
4. A fire escape plan, identifying fire exits shall be developed and graphically displayed in each guest room.
5. One (1) smoke alarm shall be provided in each guest room, along with a fire extinguisher visible and accessible to guests.
6. A valid taxpayer number for reporting any Texas/City tax shall be provided to the City along with a copy of the completed City of Wimberley/State of Texas Hotel Occupancy Tax Questionnaire, no later than thirty (30) days of such change.
7. The City shall be notified of any change in ownership of the subject property within thirty (30) days of such change.
8. A copy of the requirements set forth in the CUP shall be made available to all guests.
9. The subject property owner shall provide the City and property owners within two hundred (200) feet of the subject property, with the current names and contact information (including telephone numbers and e-mail address) for the local responsible party for the subject property. The local contact shall be able to respond to any incident within thirty (30) minutes of a call and shall be authorized to make decisions regarding tenants at the property. If the name or contact information for the local contact changes, then the property owners shall notify the City and property owners within two hundred (200) feet of the subject property, with the current name and contact information.
10. Unruly gatherings are prohibited. Unruly gathering means a gathering of more than one (1) person which is conducted on premises within the City and which, by reason of the conduct of those persons in attendance, results in the occurrence of one (1) or more of the following conditions or events on public or private property: the destruction of property; obstruction of roadways, driveways, or public ways by crowds or vehicles; excessive noise; disturbances, brawls, fights or quarrels; public urination or defecation; or indecent or obscene conduct or exposure.
11. The property shall be subject to inspection at any time by designated City representatives if compliance is in question, with proper notice provided if feasible.
12. The CUP shall terminate and be considered abandoned if and when there is evidence of no rental activity, based in part of the State/City Hotel Occupancy Tax Reports, for a period of nine (9) months. The burden shall be on the property owner to prove that use of the property has been in continuous use.

13. A property address sign is required and shall be installed on the property no more than ten (10) feet from the street, with the address numbers at least four (4) inches high and two (2) inches wide.
14. One (1) freestanding business sign shall be allowed, but not required, on the property. Such sign shall not exceed four (4) square feet in area and shall be of traditional Hill Country design and color.
15. The maximum occupancy for the property shall be four (4) people.
16. The owner of the property or the owner's agent shall not advertise a maximum occupancy for the bed and breakfast that is greater than the maximum occupancy established by the City based on septic capacity.
17. The owner of the property or the owner's agent, which may be a bed and breakfast rental agency, shall provide each renter a property map for the bed and breakfast property that shows the boundaries of the property and advises that trespassing on adjacent property is prohibited.
18. Should an operating permit for bed and breakfast facilities be established by the City in the future, the owner of the subject property shall comply with any and all applicable operating permit requirements that may be established by the City.

ARTICLE III. ZONING DISTRICT MAP

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

ARTICLE IV. REPEALER

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

ARTICLE V. SEVERABILITY

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

ARTICLE VI. EFFECTIVE DATE

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

ARTICLE VII. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED by the City of Wimberley City Council on the 18th day of January, 2018 by a vote of __ (Ayes) and __ (Nays).

CITY OF WIMBERLEY

By: _____
Herschel "Mac" McCullough, Mayor

ATTEST:

Laura Calcote, City Secretary

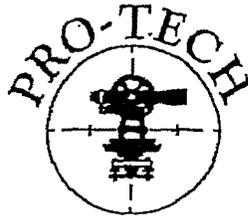
(SEAL)

APPROVED AS TO FORM:

Catherine B. Fryer, City Attorney

100 E. San Antonio St. Suite 100
San Marcos, TX 78666-5568

512 / 353-3335
FAX 512 / 396-0224



**ENGINEERING
GROUP**
INCORPORATED

FIELD NOTE DESCRIPTION
OF
0.48 ACRES OF LAND
OUT OF THE
AMASA TURNER SURVEY NO. 1
HAYS COUNTY, TEXAS

BEING 0.48 ACRE OF LAND OUT OF THE AMASA TURNER SURVEY NO. 1, HAYS COUNTY, TEXAS, SAME BEING ALL OF THAT TRACT OF LAND CALLED TRACT "B" AS CONVEYED TO JERRY MONTAGUE AND ARTIE MONTAGUE BY W.M. WEBB AND WIFE VERNA WEBB BY DEED DATED MARCH 6, 1947, AND RECORDED IN VOLUME 137, PAGE 423, HAYS COUNTY DEED RECORDS, AND ALL OF THAT TRACT OF LAND CONVEYED TO JERRY MONTAGUE AND ARTIE MONTAGUE BY W.M. WEBB AND WIFE VERNA WEBB BY DEED DATED APRIL 10, 1947, AND RECORDED IN VOLUME 138, PAGE 53, HAYS COUNTY DEED RECORDS, AND BEING THAT SAME TRACT OF LAND SHOWN ON PRO-TECH ENGINEERING GROUP, INC. PLAN NO. 6430, DATED SEPTEMBER 10, 1997, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING at an iron stake found in the north line of Ranch Road No. 12, same being the southwest corner of the said Tract "B," for the southwest corner of the tract herein described;

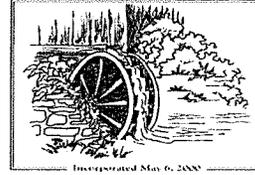
THENCE, leaving the said Ranch Road No. 12, with the west line of the said Tract "B," N19°55'11"E, 162.13 feet to an iron stake found, for the northwest corner of the said Tract "B," and of the tract herein described;

THENCE, S80°54'49", at 61.24 feet passing an iron stake found at the northeast corner of the said Tract "B," and continuing on, in all, 122.20 feet to an aluminum cap marked "PRO-TECH ENG 2219" found in an oak stump, for the northeast corner of the tract herein described;

THENCE, S19°51'00"W, 184.95 feet to an iron stake found in the north line of the aforementioned Ranch Road No. 12, for the southeast corner of the tract herein described;

EXHIBIT "A"

Report for CUP-17-011



Summary:

An application for a Conditional Use Permit to allow for the operation of a Drive-In at 14015 Ranch Road 12, Ste. 100

Applicant Information:

Applicant: Tiffany Paul
1490 FM 2325
Wimberley, TX 78676

Property Owner: Tiffany Paul

Subject Property:

Legal Description: 1.22 acres out of the Amasa Turner Survey
Location: 14015 RR 12, Ste. 100
Existing Use of Property: Commercial
Existing Zoning: Commercial-High Impact (C-3)
Proposed Use of Property: Drive-In (take out)
Proposed Zoning: CUP
Planning Area: V
Overlay District: City Center; Protected Waterway

Surroundings:

Frontage On: RR 12

Area Zoning and Land Use Pattern:

	Current Zoning	Existing Land Use
N of Property	PR2	Commercial
S of Property	C1, C3	Commercial
E of Property	C1, C2	Commercial
W of Property	C1	Commercial

Legal Notice

200' Letters: 12/20/2017
Published: 12/21/2017
Sign Placement: 12/29/2017
Responses: 1 inquiry; 7 letters of support (attached)

Comments:

The applicant, Tiffany Paul, has requested a Conditional Use Permit (CUP) to operate a Drive-In eating establishment for property located at 14015 RR 12, Ste. 100. She proposes to to sell sandwiches, salads and smoothies in addition to the retail operation. Since there are septic limitations the ability to operate as a sit-down eating establishment is currently restricted. While the applicant is required to obtain a CUP for a "drive-in" she will be operating as a carryout for off premise consumption. Correspondence between Ms. Paul and the City Sanitarian is on-going and she will not be able to open for business without the proper food handling permits and installation of a grease trap.

There has been one inquiry into this application. Staff recommends approval based upon the following conditions:

1. No on-premise consumption.
2. No assemblage of chairs or tables.

On January 11th the Planning & Zoning Commission voted 6-0 to recommend approval of the application with the inclusion items one (1) and two (2) in the staff recommendation and that these conditions would be removed once sewer is on-line.



Dear Planning and Zoning Commissioners,

We are writing to introduce ourselves. We are Wimberley residents who are working to make a dream come true, and we need your help.

Our vision is to open a shop that is one part local-centric gourmet grocery, one part lunch counter serving simple foods (sandwiches, salads, and smoothies), and one part homestead supply. We are passionate about supporting local businesses and have committed to buying local for our shop as much as is possible. It's almost like an old-fashioned general store where everything is focused on good food and made by us or another Texan. 😊

We were so excited to secure a lease in The Quarter Shops and can't wait to bring our vision to life in this town that we love so much. We are applying for a CUP to be able to serve our grab-and-go lunch offerings, and hope you will see the advantage we can offer to the square. I know some folks are concerned about the technical term 'drive-in' as it relates to our CUP and I just want to assure you that we are in no way offering a drive-through option to our customers. That is just the term that is assigned to the type of CUP we are required to secure, and has nothing to do with our business plans.

Our shop will have a normal door that customers will have to walk through to get their food, we will not be providing seated service, and all our food will be served on disposable dishes, intended for folks to take-to-go. Our sandwiches, salads, and smoothies will be made fresh daily and we have met several times with Kyle DeHart and Aaron Reed to ensure we are following the proper channels and abiding by all the rules.

We look forward to answering any questions you have and sharing more about our dream with you at Thursday's P&Z meeting. Until then, please know that we are thrilled to join the ranks of other fine Wimberley business owners, to serve our friends and neighbors, and to represent the village of Wimberley to all the visitors that come to town.

Thank you so much,
Tiffany Paul and Jeff Jacobson



Sandy Floyd

From: Catherine Regen [REDACTED]
Sent: Tuesday, January 9, 2018 9:28 PM
To: Sandy Floyd
Subject: Vittles Restaurant

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Ms. Floyd-

We are so excited about Vittles Restaurant opening in Wimberley. We have been residents here since 2010, and have seen many businesses open and close. We are hopeful they will receive the permitting needed to proceed immediately.

Vittles will fill a unique position in our downtown landscape. It will be attractive to tourists as well. There are limited options in the Square for people who want to feed themselves and their families healthy food. We love the bar food at Inoz, and diner food at the Cafe is exactly what people expect in a small, Texas town, but there is a growing desire, from both tourists and residents, for locally grown produce, and meals made by hand.

From everything we've heard, Vittles will offer just such a menu. So we ask that their CUP application be processed as quickly as possible. Our waistlines and hearts will be forever grateful! Please feel free to contact us if there is any additional support we can offer.

Sincerely,
Catherine, Clint, Caroline & Joel Regen

Sent from my iPhone

Sandy Floyd

From: Sarah Maxwell <[REDACTED]>
Sent: Wednesday, January 10, 2018 8:20 AM
To: Sandy Floyd
Subject: Support of Vittles Market & Eatery

To Whom It May Concern:

I am writing to express my wholehearted, enthusiastic support of Vittles Market & Eatery, which Tiffany Paul's family is working incredibly hard to bring to our beautiful town. Tiffany's family has lived in Wimberley for many years now. It is their community, their home, and is a big part of their hearts. I firmly believe that Vittles will offer residents a cozy place to grab delicious food, say hello to their neighbors, and pick up locally sourced goods. I also know it will be a positive, lovely, much needed addition to Wimberley. I hope the town will join me in my support of this small, local business. Thank you for your time and consideration and for ensuring this letter, regarding the CUP application, is shared in time for tomorrow's P&Z meeting.

Sarah Elizabeth Maxwell

Tinkergarten Leader, [Tinkergarten Inc.](#)

Tinkergarten®—We're getting kids and parents everywhere learning outside. (www.tinkergarten.com/video)

Like us on Facebook: <https://www.facebook.com/tinkergarten/austin/>

Sandy Floyd

From: Sarah Myers <[REDACTED]>
Sent: Wednesday, January 10, 2018 8:27 AM
To: Sandy Floyd
Subject: Vittles CUP Application

To whom it may concern,

I wanted to write a quick note detailing my support of Vittles, the new restaurant/food shop being proposed for the downtown "quarter" location. I have been following Vittles on social media and am excited about what they will be offering. There is no place downtown to grab a quick healthy lunch, and they would be filling that niche. I hear they also will be offering local artisan food products all in one place, which both supports small businesses and makes it easy for busy families like mine to stop in and grab a quick treat or gift for a friend.

Please do what you can to help this small business get off the ground. Thank you for your time.

Sincerely,

Sarah Myers

Sent from my iPhone

Sandy Floyd

From: Bex Hale [REDACTED]
Sent: Wednesday, January 10, 2018 10:15 AM
To: Sandy Floyd
Subject: in support of Vittles CUP

Follow Up Flag: Follow up
Flag Status: Flagged

To whom it may concern,

I'm writing in support of Vittles in regard to the CUP they are seeking for the following reasons:

1. THE PAULS ARE WONDERFUL PEOPLE

Tiffany Paul and her family embody "The Wimberley Way" and are an integral part of why I loved this community. Tiffany, Jeff and their children are generous, helpful and extraordinarily kind. Tiffany is a parenting coach and volunteered to council parents at my daughter's school (and many of the other schools in Wimberley). Her helpful suggestions and encouragement transformed our homelife. Tiffany & Jeff would be wonderful Wimberley ambassadors and are dedicated to enriching the community both through their personal outreach and by offering items we would normally have to source outside of Wimberley.

2. WE NEED QUICK CONVENIENT FOOD ON THE SQUARE

There are no options for quality food on the square unless you have time to sit and dine. We need to offer an option that is quick and easy that fosters commerce by keeping people in the area shopping. It will also be a great resource for those working on the square.

3. VITTLES SUPPORTS LOCALS

All of the products in Vittles will be sourced locally from high quality meats and cheeses, locally sourced organic produce, to the the carefully selected hand crafted goods. When we support business that source locally, we keep more money in our community.

4. WE NEED TO SUPPORT LOCAL ENTREPRENEURS TO AVOID BIG CHAINS COMING IN

Vittles will be filling a vital niche, that may otherwise be filled by a large chain. They will be offering quick food without being fast food.

5. VITTLES WILL ENRICH WIMBERLEY

A specialty market offering artisanal grilled cheese sandwiches, organic produce grown locally and wares by local artists is something that visitors will find charming and talk about, and locals will find helpful and convenient. It's the type of shop one would expect to see in a quaint European village that evokes a feeling of yesteryear when times were simpler and the food we ate was grown in our back yard. Vittles is small town Texas at it's finest.

Sincerely,
Bex Hale

--
Rebecca "Bex" Hale

Relics Home

Sandy Floyd

From: Cristina Crow <[REDACTED]>
Sent: Thursday, January 11, 2018 8:24 AM
To: Sandy Floyd
Subject: CUP application for Vittles

Follow Up Flag: Follow up
Flag Status: Completed

Good morning!

I wanted to write an email expressing my family's excitement and support for Vittles Market and Eatery. We are excited that this is a local family run business that will serve high quality, locally sourced food. I hear so many great things about Wimberley from tourists who visit, but one of the major complaints (from tourists and locals alike) is the lack of good food options. We are choosy about what we eat, and there are very few existing restaurants on the Square that offer the kind of food we like to eat. Vittles will fill a much needed niche.

Thank you!

The Crow Family
Sent from my iPhone

Sandy Floyd

From: Leia Koehler [REDACTED]
Sent: Thursday, January 11, 2018 9:33 AM
To: Sandy Floyd
Subject: CUP Application for Vittles Market

Follow Up Flag: Follow up
Flag Status: Completed

Hello,

I am a Wimberley resident, residing on Cypress Creek Lane. I am not sure that I'll be able to attend this evening's P&Z meeting, but I would like to extend my support for this business. Wimberley has so many lovely shops in the downtown area, but there is truly a lack of food options. My interest in this business's launch and success has many levels. 1. The owners are a beautiful young family, and we should support local families in their attempts to create livelihoods for themselves and the community. 2. My husband and I work for area artisan food businesses (Pure Luck Farm & Barton Springs Mill, both located in Dripping Springs), both of which were contacted to establish wholesale accounts. Neither of these businesses are represented in Wimberley, and I would love to see them both available in town. 3. Our family lives on & cares for a property that has 2 rental cottages, right on Cypress Creek. There are very few food options that we can confidently recommend to our guests, and I believe that Vittles Market will be one of them. 4. I'm aware of what they'll be selling and cooking up, and I want to buy all of it.

Thank you for your time,
Leia Koehler

--
Leia Koehler

"Let the beauty we love be what we do."
-Rumi

Sandy Floyd

From: natalie dettmer <[REDACTED]>
Sent: Thursday, January 11, 2018 1:16 PM
To: Sandy Floyd
Subject: Vittles Market and Eatery

Hello!

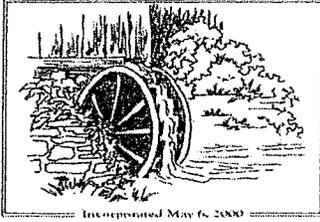
My name is Natalie Dettmer. I am the shop owner of Ceremony Botanical Studio in The Quarter Shops. I am sending this email to show my support of the new Market and Eatery, Vittles. I was so surprised to hear that they were getting push back as our town is so in need of eateries that are local and family friendly. It sounds like the planning and zoning concerns are based on fear of future potential for the space. However, it is my strong beliefs that making decisions out of fear of the unknown will get us no where as a community and as a town. We must support the families and locals who are working hard to make our town better. The same folks that are working hard to make Wimberley a place that locals and visitors can and want to eat, shop, and spend their money. I believe we will have a much bigger problem if we continue to grumble and push out locals who are trying to start businesses in our town. Especially the types of business that are quaint, eclectic and go with the small town aesthetic we love so much- in addition the type of businesses that will attract visitors, as much of our business on the square is because of tourism foot traffic, If we don't keep growing in the right ways (supporting locals, incentivizing non-chain, big box stores to open business) we will all end up out of business eventually and then we won't have much choice at all.

I hope you consider my email and perspective!

See you tonight!

Natalie Dettmer

Sent from my iPhone



City of Wimberley

221 Stillwater Drive, P.O. Box 2027, Wimberley, TX 78676

Phone (512) 847-0025 Fax (512) 847-0422

www.cityofwimberley.com

CONDITIONAL USE PERMIT APPLICATION

No. CUP 17 - 011

FOR OFFICIAL USE ONLY

Application Date: 12-13-17 Tentative P&Z Hearing: 1-11-18 Tentative Council Hearing: 1-18-18

FEES: \$400.00 DATE PAID: 12-13-17 CHECK NO. CASH REC'D BY SANDY J. FLOYD

PROJECT SITE ADDRESS: 14015 RR 12 #100 Wimberley, TX 78676

OWNER/APPLICANT Tiffany Paul PHONE ---

MAILING ADDRESS: 1490 Fm 2325

CITY: Wimberley STATE: TX ZIP: 78676

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

SPECIFIC CONDITIONAL USE REQUESTED: (e.g. Bed & Breakfast Lodging, Vacation Rental)

drive-in: sandwiches, salads, smoothies

Planning Area V(S) Zoning C1 Total Acreage or Sq. Ft. 1.221 acre

Subdivision: Cypress Creek Mall Block ---

Appraisal District Tax ID #: R 18513

Deed Records Hays County: Volume 3477 Page 546

Is property located in an overlay district? (Yes () No) If Yes, type: Downtown

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

UTILITY PROVIDERS:

Electric Provider: PEC

Water Provider or Private Well: Wimberley water

Wastewater Service Provider or Hays County Septic Permit No: ---

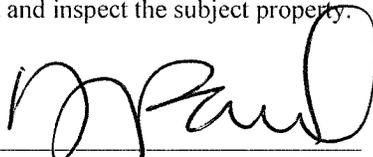
MY REQUEST IS BASED ON THE FOLLOWING:

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

ADDITIONAL REQUIREMENTS/DOCUMENTATION

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

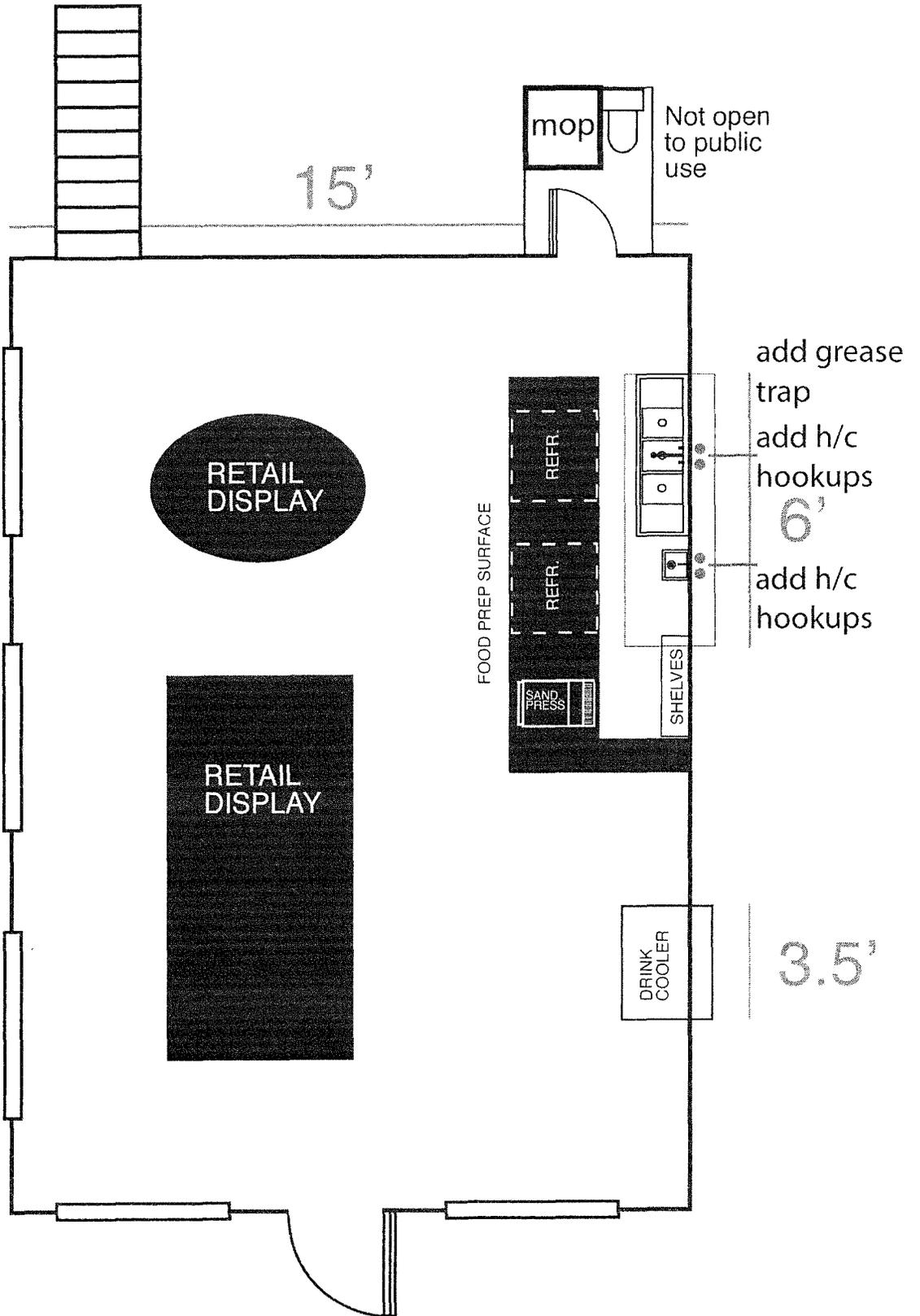
12-13-17
DATE


APPLICANT SIGNATURE

WHEN APPLICABLE:
Date _____

AGENT SIGNATURE _____

21'



The Wimberbrie

French triple cream brie, apricot jam, prosciutto, basil, and balsamic reduction
\$8

The Green Rocket

Blend of sharp white and mild cheddar, cold green apples, crisp rocket greens and dijon mustard
\$8

The Grand Fromage

Mozzarella, parmesan, artichoke hearts, tomatoes, spinach, and pesto mayo
\$8

The Gouda Pear

Smoked gouda, warm salted green pear, and rosemary
\$8

The Plain Jane

Any cheese you want, and that's it!
\$4

Whole-Food Smoothies

The MamaJama

Pineapple, greens, celery, ginger, orange juice
\$5

The Brother Bear

Strawberry, banana, greens, vanilla coconut milk
\$5

The Sweet Clementine

Mango, vanilla coconut milk, plain greek yogurt
\$5

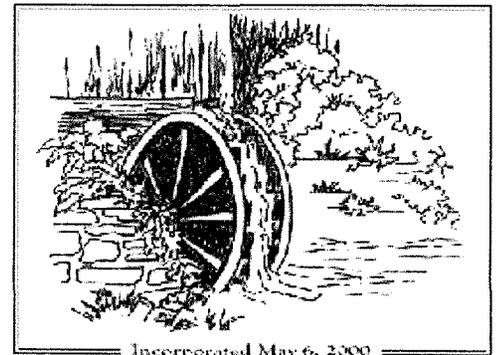
The Sisslevon

Blueberry, pomegranate, coconut flakes, greek yogurt, vanilla coconut milk
\$5

The Jefe

Banana, peanut butter, coconut milk, greens, hemp seeds, cacao powder
\$5 / + \$2 to add SIP! Cold Brew

CUP-17-011 ~ 14015 RR 12, Ste. 100



Incorporated May 6, 2000

200' NOTIFICATION

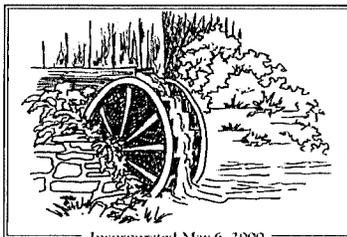
Legend

200 Foot Buffer

ID. OWNER

- 0. TIFFANY PAUL
- 1. YAUPON MERCANTILE LLC
- 2. MCCULLOUGH HERSCHEL & ROBINETTE
- 3. MCCULLOUGH HERSCHEL & ROBINETTE
- 4. KARB FAMILY PARTNERSHIP LTD
- 5. ALEXANDRIA LEE LLC
- 6. TATE, JOYCE WEBB
- 7. HARRIS, JAMES MALCOLM
- 8. 104 WIMBERLEY SQUARE LTD
- 9. LEINNEWEBER CARL & JUANITA MARIE
- 10. KIEFER, LISA
- 11. GAINES PATRICK L & KRISTIE S
- 12. MCCULLOUGH HERSCHEL & ROBINETTE
- 13. HOPKINS ANNA R & TOMMY JACK
- 14. OZONA NATIONAL BANK
- 15. REDD, MARY LOU
- 16. SHEKARFOROOSH, EFFAT
- 17. VAN OSTRAND PHILLIP M & MARY L
- 18. SENIOR CITIZENS CRAFT SHOP OF
- 19. SENIOR CITIZENS CRAFT SHOP OF
- 20. BRYANT-CISNEROS JANET
- 21. CARSON DIVERSIFIED LAND 2 LLC
- 22. ROMANO, LAURA





City of Wimberley

221 Stillwater (P.O. Box 2027), Wimberley, Texas 78676
Phone: 512-847-0025 Fax: 512-847-0422 Web: cityofwimberley.com
Bob Flocke, Mayor - John White, Mayor Pro-tem
Council Members - Tom Talcott, Mac McCullough, Matt Meeks, Steve Thurber
Don Ferguson, City Administrator

December 20, 2017

NOTICE OF PUBLIC HEARING

Re: File No. CUP-17-011
14015 RR 12, Ste. 100

A request for a Conditional Use Permit (CUP) to allow the operation of a drive-in facility

Dear Property Owner:

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

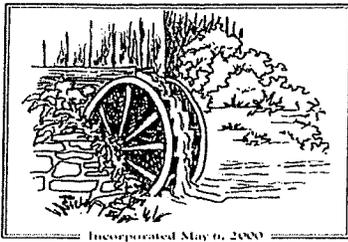
The applicant, Tiffany Paul, has requested a Conditional Use Permit (CUP) to allow for an eating establishment drive-in facility at 14015 Ranch Road 12, Ste. 100. The current zoning for this property is Commercial-Low Impact (C-1). The City of Wimberley Planning & Zoning Commission will consider this request at a public hearing on **Thursday, January 11, 2018, at 6:00 p.m.** in the Wimberley City Hall, 221 Stillwater. Upon a recommendation from the Commission, City Council will hold a Public Hearing to consider the same request on **Thursday, January 18, 2018, at 6:00 p.m.**

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

Additional information regarding the proposed request is available for public review at City Hall during normal business hours. Should you have questions, please feel free to email or contact me at 512-847-0025.

Thank you,

Sandy I. Floyd
Planning & Development Coordinator
GIS Analyst
sfloyd@cityofwimberley.com



City of Wimberley

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

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

www.cityofwimberley.com

NOTICE BY SIGN POSTING

Date: 12/29/2017

Zoning No: CUP-17-011

Owner _____

To: Code Enforcement/Public Works

Please place a Proposed Zoning Sign on the following property

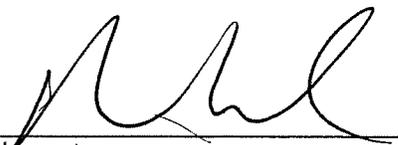
() Project Site Address 14015 RR-12 Suite 100

located on _____

Aaron Reed
Public Works/ Code Enforcement

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

December 29, 2017


Signature

Proposed
Zoning

PUBLIC HEARING

For information Contact

The City of Wimberley

(512) 847-0025

Please Refer to File Number...

CUP-17-011



Do Not Remove

12/29/2017

The Wimberley View

NOTICE OF PUBLIC HEARING (Conditional Use Permit)

Notice is hereby given that the Planning & Zoning Commission of the City of Wimberley will hold a public hearing at the Wimberley City Hall on **Thursday, January 11, 2018, at 6:00 p.m.** to consider the following: **CUP-17-011**— an application for a Conditional Use Permit (CUP) to allow the operation of a drive-in facility at 14015 RR 12, Ste. 100. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a public hearing on **Thursday, January 18, 2018, at 6:00 p.m.** at City Hall. Comments on this request from any member of the public may be presented in person at City Hall, by mail (PO Box 2027), or by email (sfloyd@cityofwimberley.com) prior to the hearing. The public will be granted an opportunity to speak at the hearings. Additional information concerning the proposed action is available for review at the Wimberley City Hall, 221 Stillwater, Wimberley, Texas.

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Susan Renee Houchin, Deceased, were issued on December 13, 2017, in cause No. 17-0336-P, pending in the County Court at Law of Hays County, Texas, to: Linda Wheeler.

All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

c/o **Joseph J. Malone**
Attorney at Law
Stevens & Malone, LLP
P.O. Box 727
Wimberley, Texas 78676

DATED the 14th day of December, 2017

Joseph J. Malone
Attorney for Linda Wheeler
State Bar No.: 25040982
Stevens & Malone, LLP
P.O. Box 727
Wimberley, Texas 78676
Telephone: (512) 847-9277
Facsimile: (512) 847-5131
Email: joe@stevensmalonelaw.com

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Eldridge Eason, deceased, were issued on December 11, 2017, in Cause No. 17-0316-P, pending in the County Court at Law of Hays County, Texas, to: Judith Lynn Eason Herbert.

All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

c/o **Joseph J. Malone**
Attorney at Law
Stevens & Malone, LLP
P.O. Box 727
Wimberley, Texas 78676

DATED the 11th day of December, 2017.

Joseph J. Malone
Attorney for Judith Lynn Eason Herbert
State Bar No.: 24050982
Stevens & Malone, LLP
P.O. Box 727
Wimberley, Texas 78676
Telephone: (512) 847-9277
Facsimile: (512) 847-5131
E-mail: joe@stevensmalonelaw.com

NOTICE OF PUBLIC HEARING (Conditional Use Permit)

Notice is hereby given that the Planning & Zoning Commission of the City of Wimberley will hold a public hearing at the Wimberley City Hall on **Thursday, January 11, 2018, at 6:00 p.m.** to consider the following: **CUP-17-010**— an application for a Conditional Use Permit (CUP) to allow the operation of a Vacation Rental at 13510 Ranch Road 12. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a public hearing on **Thursday, January 18, 2018, at 6:00 p.m.** at City Hall. Comments on this request from any member of the public may be presented in person at City Hall, by mail (PO Box 2027), or by email (sfloyd@cityofwimberley.com) prior to the hearing. The public will be granted an opportunity to speak at the hearings. Additional information concerning the proposed action is available for review at the Wimberley City Hall, 221 Stillwater, Wimberley, Texas.

NOTICE OF APPLICATION TO SUBDIVIDE –

An application has been filed with HAYS COUNTY to subdivide 15.83 acres of property located at along Darden Hill Road, Austin, TX 78737. Information regarding the application may be obtained from Hays County Development Services (512) 393-2150. Tracking number: SUB-910

LEGAL NOTICE

Application has been made with the Texas Alcoholic Beverage Commission for a Mixed Beverage Permit by OKRpizza, LLC. dba Community Pizza & Beer Garden, to be located at 111 Old Kyle Rd. Suite 330. Wimberley, Hays County, Texas. Officers of said corporation are **Michael Creecy**, managing member.

NOTICE OF PUBLIC HEARING (Conditional Use Permit)

Notice is hereby given that the Planning & Zoning Commission of the City of Wimberley will hold a public hearing at the Wimberley City Hall on **Thursday, January 11, 2018, at 6:00 p.m.** to consider the following: **CUP-17-009**— an application for a Conditional Use Permit (CUP) to allow the operation of a Vacation Rental at 202 Leveritts Loop. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a public hearing on **Thursday, January 18, 2018, at 6:00 p.m.** at City Hall. Comments on this request from any member of the public may be presented in person at City Hall, by mail (PO Box 2027), or by email (sfloyd@cityofwimberley.com) prior to the hearing. The public will be granted an opportunity to speak at the hearings. Additional information concerning the proposed action is available for review at the Wimberley City Hall, 221 Stillwater, Wimberley, Texas.



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ORDINANCE NO. 2018-00x

AN ORDINANCE APPROVING AN APPLICATION FOR A CONDITIONAL USE PERMIT SUBMITTED BY TIFFANY PAUL TO PERMIT THE OPERATION OF A DRIVE-IN EATING ESTABLISHMENT ON PROPERTY LOCATED AT 14015 RANCH ROAD 12, SUITE 100, WIMBERLEY, TEXAS, ZONED COMMERCIAL-HIGH IMPACT (C-3); AND PROVIDING FOR FINDINGS OF FACT; AMENDMENT OF THE ZONING DISTRICT MAP; REPEALER; SEVERABILITY; EFFECTIVE DATE; PROPER NOTICE AND MEETING; AND PROVIDING FOR CERTAIN CONDITIONS.

WHEREAS, an application for a Conditional Use Permit has been filed by Tiffany Paul (“Applicant”) requesting authorization to operate a drive-in eating establishment on real property described as 1.22 acres out of the Amasa Turner Survey, zoned Commercial-High Impact (C-3); and

WHEREAS, a drive-in facility is an authorized use in areas zoned Commercial-High Impact (C-3) upon approval of a Conditional Use Permit;

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

WHEREAS, Applicant has submitted a Conditional Use Permit Application and other necessary information, and has complied with the requirements of the City of Wimberley Zoning Ordinance; and

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

WHEREAS, the City Council finds that the use of the subject property as a drive-in eating establishment facility, subject to the conditions imposed by this Ordinance, is an appropriate use for the property and is a compatible use with the surrounding properties and neighborhoods.

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

ARTICLE I. FINDINGS OF FACT

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

ARTICLE II. APPROVAL - TERMS AND CONDITIONS

The CITY COUNCIL HEREBY GRANTS the Application for a Conditional Use Permit submitted by Tiffany Paul (“Applicant”) for use as a drive-in eating establishment facility on real property, described as 1.22 acres out of the Amasa Turner Survey, as more particularly described

City of Wimberley, Texas

by survey in Exhibit "A", attached and incorporated by reference, zoned Commercial-High Impact (C-3), Wimberley, Hays County, Texas, subject to the following terms and conditions:

- 1. No on-premise consumption.
- 2. No assemblage of chairs or tables.

ARTICLE III. ZONING DISTRICT MAP

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

ARTICLE IV. REPEALER

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

ARTICLE V. SEVERABILITY

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

ARTICLE VI. EFFECTIVE DATE

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

ARTICLE VII. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED by the City of Wimberley City Council on the 18th day of January, 2018 by a vote of __ (Ayes) and __ (Nays).

CITY OF WIMBERLEY

By: _____
Herschel "Mac" McCullough, Mayor

ATTEST:

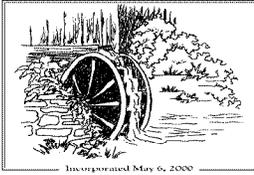
Laura Calcote, City Secretary

(SEAL)

APPROVED AS TO FORM:

Brad Young, Deputy City Attorney

City Council Agenda Form



Date Submitted: January 12, 2018

Agenda Date Requested: January 18, 2018

Project/Proposal Title: PUBLIC HEARING AND CONSIDER APPROVAL OF THE SECOND READING

Commission Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow the City Council to hold a public hearing and consider approval of the second and final reading of a proposed ordinance amending the City Code requirements for the on-site sewage facility regulations.

The most recently passed amendment revised the definition term but did not actually revise the definition of the Edwards Aquifer Contributing Zone which still includes verbiage “of the Barton Springs Segment”. The Barton Springs Segment does not lie within any jurisdiction of the City of Wimberley. This ordinance amendment provides a ‘clean-up’ to the definition. The definition language has been obtained from the Edwards Aquifer Authority (EAA).

ORDINANCE NO. 2017-028

AN ORDINANCE OF THE CITY OF WIMBERLEY, TEXAS, AMENDING TITLE IX (GENERAL REGULATIONS), CHAPTER 95 (ON-SITE SEWAGE FACILITIES REGULATIONS), SECTION 95.02 (DEFINITIONS); AND PROVIDING FOR PENALTIES, FINDINGS OF FACT, A REPEALING CLAUSE, TO PROVIDE A SAVINGS AND SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) has established Rules for on-site sewage facilities to provide the citizens of this State with adequate public health protection and a minimum of environmental pollution; and

WHEREAS, the Legislature has enacted legislation, codified as Texas Health and Safety Code (THSC), Chapter 366, which authorizes a local government to regulate the use of on-site sewage facilities in its jurisdiction in order to abate or prevent pollution or injury to public health arising out of the use of on-site sewage facilities; and

WHEREAS, the TCEQ previously approved the City's application to regulate and permit on-site sewer facilities; and

WHEREAS, the replacement of the phrase "Barton Springs Segment of the Edwards Aquifer" with "Edwards Aquifer Contributing Zone," as used herein, is a non-substantive amendment to the City's current regulations that does not require additional TCEQ approval;

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

SECTION 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2. Amendments.

- A. The City of Wimberley Code of Ordinances, Title IX (General Regulations), Chapter 95 (On-Site Sewage Facilities Regulations), Section 95.02 (Definitions), is hereby amended as follows:

Section 95.02 DEFINITIONS

....

Edwards Aquifer Contributing Zone -- The area or watershed where runoff from precipitation flows downgradient to the recharge zone. In the event an applicant cannot determine with specificity the location of the boundary of the Edwards Aquifer Contributing Zone, the Applicant may submit appropriate maps and other evidence as may be requested by the City for assistance in such determination from the City.

SECTION 3. Savings. All ordinances or parts of ordinances in force when the provisions of this Ordinance become effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed, but only to the extent of any such conflict.

SECTION 4. Severability. It is hereby declared to be the intention of the City Council of the City of Wimberley, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should 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, since the same would have been enacted by the City Council without incorporation in this Ordinance of such unconstitutional phrases, clauses, sentences, paragraphs, or sections.

SECTION 5. Effective Date. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provide.

SECTION 6. Open Meetings. That it is hereby officially found and determined that the meeting at which this Ordinance is 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 Meeting Act, Capt. 551, Loc. Gov't. Code.

PASSED AND APPROVED First Reading this 4th day of January, 2018, by a vote of 5 (Ayes) to 0 (Nays) 0 (Abstain) vote of the City Council of the City of Wimberley, Texas.

PASSED AND APPROVED Second Reading this 18th day of January, 2018, by a vote of (Ayes) to (Nays) (Abstain) vote of the City Council of the City of Wimberley, Texas.

CITY OF WIMBERLEY, TEXAS

Herschel "Mac" McCullough, Mayor

ATTEST:

Laura Calcote, City Secretary

SEAL

APPROVED AS TO FORM:

Brad Young, Deputy City Attorney

City Council Agenda Form



Date Submitted: January 15, 2018
Agenda Date Requested: January 18, 2018

Project/Proposal Title: RESOLUTION NO. 03-2018 (Budget Amendment No. 4) - Interim City Administrator Paul Parker

Council Action Requested:
 Ordinance
 Resolution
 Motion
 Discussion

Project/Proposal Summary:

When the City Council adopted the 2017/2018 annual budget, the Municipal Court was not operating. City Secretary Laura Calcote has since been hired, and attended municipal court training in December 2017. A municipal judge will be hired in the near future, and once a prosecuting attorney is hired, the Court will begin operations. It is anticipated the Municipal Court will be functioning by March 1, 2018. Resolution No. 03-2018 (Budget Amendment No. 4) is necessary for the Court to operate.

Staff recommends Council approval of Resolution No. 03-2018 (Budget Amendment No. 4).

RESOLUTION NO. 03-2018

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE 2017/2018 OPERATING BUDGET (BUDGET AMENDMENT NO. 4), PROVIDING FOR THE INCREASE OF REVENUE IN THE GENERAL FUND COURT COSTS, FEES AND CHARGES (5411) AND TO INCREASE EXPENSES IN THE MUNICIPAL COURT OPERATION FUNDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the 2017/2018 Operating Budget and projected revenue for court operations; and

WHEREAS, the City Council has reviewed and approves the need for increased appropriations in the Municipal Court related to expenses to operate the Municipal Court.

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

Section 1

The City Council of the City of Wimberley, Texas, hereby authorizes and approves an amendment to the 2017/2018 Operating Budget (Budget Amendment No. 4) for the purpose and in the amounts shown below.

General Fund Revenues

Revenue Increase – Court Costs, Fees and Charges (5411) by \$12,000.00 from \$5,000.00 to a total of \$17,000.00

Increase Expenditure Line Items:

6660	Office Supplies	\$1,000.00
6791	Capital Outlay Technology	\$6,000.00
6270	Dues	\$1,000.00
6551	Printing	\$1,000.00
6570	Travel	\$1,500.00
6572	Training	\$1,000.00
6651	Postage	\$ 500.00

The effect of these transactions will increase revenue in Court Costs, Fee and Charges (5411) by \$12,000.00, and increase expenditures in Municipal Court Other Services and Charges by \$12,000.00.

Section 2

The City Council of the City of Wimberley, Texas, hereby amends the 2017/2018 Operating Budget, increasing appropriations in the funds stated in Section 1 above.

Section 3

This resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this 18th day of **January, 2018**.

The City of Wimberley, Texas

Herschel P. "Mac" McCullough, Mayor

ATTEST:

Laura J. Calcote, City Secretary



Ray Helm

Constable Precinct 3 Hays County Texas

Wimberley 2017 April -December

Hours 2869
Mileage 25,834
Traffic Citations 392
Ordinance Enforcement 40
Close Patrol 151
Criminal 31
Civil 207
Agency Assist 97
Warrants 9
Jailing's 13

Sincerely yours,

Ray E Helm III
Constable, Precinct 3
Hays County, Texas

X 

14306 Ranch Road 12, # 11 / P.O. Box 1316,
(512) 847-5532 ray.helm@co.hays.tx.us

Wimberley, Texas 78676
Fax (512) 847- 7352

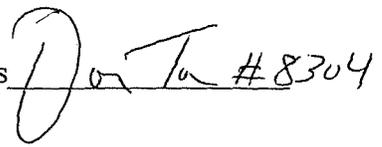


Ray Helm
Constable Precinct 3 Hays County, Texas

Wimberley Patrol
December 2017

	<u>Total</u>
Hours:	306
Mileage:	2950
Traffic Citation/warning(s):	27
Code Enforcement:	
Close Patrol:	20
Criminal:	22
Civil:	12
Other:	0
Agency/Public Assist:	15
Warrants:	2
Jailing:	3

Constable Ray Helm III 

Deputy Donny Torres  #8304

City Council Agenda Form



Date Submitted: January 15, 2018

Agenda Date Requested: January 18, 2018

Project/Proposal Title: RESOLUTION NO. 04-2018 (Budget Amendment No. 5) - Interim City Administrator Paul Parker

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

During the preparation of the Fiscal Year 2017/2018 Operating Budget, the City Council appropriated \$12,000 for technology improvements to allow for greater transparency. The Council desired to broadcast City Council meetings and provide for a new recording system, since the existing system had ceased to function. In addition, the new Council Chambers configuration required an additional television to review Council presentations. Staff has spent several days attempting to obtain quotes for a system that will achieve these goals. However, the cost of the most economical system is \$4,000 over the original allocation of \$12,000. Therefore, staff recommends Council approval of Resolution No. 04-2018 (Budget Amendment No. 5).

RESOLUTION NO. 04-2018

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE 2017/2018 OPERATING BUDGET (BUDGET AMENDMENT NO. 5), PROVIDING FOR THE TRANSFER OF FUNDS IN THE GENERAL FUND UNOBLIGATED FUND BALANCE TO THE ADMINISTRATION DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the 2017/2018 Operating Budget and appropriated the necessary funds out of the General Fund Unobligated Fund Balance; and

WHEREAS, the City Council has reviewed and approves the need for increased appropriations in the Administration Department (6791 – Capital Outlay – Technology).

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

Section 1

The City Council of the City of Wimberley, Texas, hereby authorizes and approves an amendment to the 2017/2018 Operating Budget (Budget Amendment No. 5) for the purpose and in the amounts shown below, the amounts to be appropriated from the General Fund Unobligated Fund Balance:

General Fund Unobligated General Fund Balance

Transfers – Transfer from General Fund Unobligated Fund Balance

Decrease fund balance (\$1,204,093.02 by \$4,000.00)

**Transfers – Transfer to Administration Department
(6791 – Capital Outlay – Technology)**

Increase expenditure balance in 6791 – Capital Outlay – Technology from
\$12,000.00 to \$16,000.00

The effect of these transactions will reduce fund balance in the General Fund Unobligated Fund Balance by \$4,000.00, and increase expenditures in the Administration Department (6791 – Capital Outlay – Technology) by \$4,000.00.

Section 2

The City Council of the City of Wimberley, Texas, hereby amends the 2017/2018 Operating Budget, increasing appropriations in the funds stated in Section 1 above.

Section 3

This resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this **18th** day of **January, 2018**.

The City of Wimberley, Texas

Herschel P. "Mac" McCullough, Mayor

ATTEST:

Laura J. Calcote, City Secretary

City Council Agenda Form



Date Submitted: January 15, 2018

Agenda Date Requested: January 18, 2018

Project/Proposal Title: ORDINANCE NO. 2018-02 - Interim City Administrator Paul Parker

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

On January 19, 2017 the City Council reduced the hotel occupancy tax from five percent (5%) to zero percent (0%). The Council minutes reflect this action was due to the fact that a fund balance over \$300,000 had accumulated, and the Council suspended the tax until a plan was developed to better allocate funds.

If the Council desires to enter into contract with the Visitor's Center, hire a Tourism Director, and fund tourism projects a stream of revenue must be reestablished.

The proposed reestablishment of a hotel occupancy tax would raise the tax rate from zero percent (0%) to five percent (5%), effective April 1, 2018. This would allow time to contact the hotel related facilities.

ORDINANCE NO. 2018-02

“HOTEL OCCUPANCY TAX”

AN ORDINANCE OF THE CITY OF WIMBERLEY, TEXAS, TO INCREASE THE TAX RATE TO BE IMPOSED ON HOTEL OCCUPANCY WITHIN THE CORPORATE LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY; AND PROVIDING FOR FINDINGS OF FACT, SAVINGS, SEVERABILITY, REPEALER, AN EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the City is authorized by Chapter 351 of the Texas Tax Code to impose a hotel occupancy tax for the purpose of promoting tourism and the convention and hotel industry, and further for the general purposes of convention center facilities or visitor information centers; advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity; the encouragement, promotion, improvement, and application of the arts, historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums; for a municipality located in a county with a population of one million or less, expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity; and signage directing the public to sights and attractions that are visited frequently by hotel guests in the municipality;

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

SECTION I. FINDINGS OF FACT

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

SECTION II. AMENDMENT

Ordinance No. 2015-017, Section II (Hotel Occupancy Tax), Subsection D (Tax Rate; Exemptions), Subparagraph (1), is hereby amended as follows:

“D. Tax Rate; Exemptions.

1. A tax of **five percent (5%)** of the consideration paid for a hotel room located within the corporate and extraterritorial limits of the City is levied on a person who, under a lease, concession, permit, right of access, license, contract, or agreement, pays the consideration for the use or possession or for the right to the use or possession of a hotel room that costs two dollars or more each day and is ordinarily used for sleeping.”

SECTION III. SAVINGS

The repeal of any ordinance or part of ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions of any ordinances at the time of passage of this Ordinance.

SECTION IV. SEVERABILITY

Should any sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be adjusted or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance in whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

SECTION V. REPEALER

The provisions of this Ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent or in conflict with any of the provisions of this Ordinance, including, but not limited to, City of Wimberley Ordinance No. 2017-004, are hereby expressly repealed to the extent that such inconsistency is apparent. This Ordinance shall not be construed to require or allow any act that is prohibited by any other ordinance.

SECTION VI. EFFECTIVE DATE

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

SECTION VII. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this 18th day of January, 2018.

Herschel P. "Mac" McCullough,
Mayor

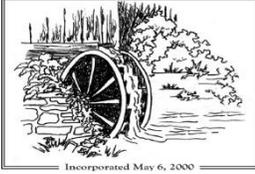
ATTEST:

Laura J. Calcote,
City Secretary

APPROVED AS TO FORM:

City Attorney

City Council Agenda Form



Date Submitted: January 15, 2018

Agenda Date Requested: January 18, 2018

Project/Proposal Title: HOTEL OCCUPANY TAX
Visitor Center Operations Agreement - Place
One Councilmember Steve Thurber

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

Please see attached the proposed Visitor Center Operations Agreement between the City of Wimberley and the Wimberley Convention and Visitors Bureau Foundation.

Visitor Center Operations Agreement

The **City of Wimberley**, a Texas general law Type A municipal corporation, (“City”), and the Wimberley Convention and Visitors Bureau Foundation, a Texas non-profit corporation, (“Visitor Center”), enter into this Operations Agreement (“Agreement”) on ____, 2018, upon the terms and conditions set forth below:

WHEREAS, Chapter 351 of the Texas Tax Code (the “Act”) addresses expenditures of the municipal hotel occupancy tax; and

WHEREAS, section 351.101(a)(1) of the Code authorizes expenditures for the equipping, repairing, operation, and maintenance of visitor information centers; and

WHEREAS, the Visitor Center is a non-profit corporation in the City of Wimberley that operates a visitor information center within the meaning of section 351.101(a)(1); and

WHEREAS, the City has included and thereby finds that this Agreement promotes tourism and the convention and hotel industry within the City, and further meets the requirements contained in the Act;

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions herein contained, the parties mutually agree:

I. Findings Incorporated

Each of the above recitals is hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration, and promises that bind the parties.

II. Term

This Agreement shall be effective beginning on the Effective Date (____) and shall remain in effect until 9-30, 2022, subject to the termination provision described in Section VII below.

III. Definitions

- 3.1 **Act.** The word “Act” means Chapter 351 of the Texas Tax Code, as amended.
- 3.2 **Agreement.** The word “Agreement” means this Visitor Center Operations Agreement, together with all exhibits and schedules attached to this Visitor Center Operations Agreement from time to time, if any.
- 3.3 **City.** The word “City” means the City of Wimberley, Texas.

3.4 **Effective Date.** The words “Effective Date” mean the earliest date on which all parties have executed this Agreement by and between the Visitor Center and the City.

3.5 **Fiscal Year.** The words “Fiscal Year” mean the twelve-month period beginning October 1 and ending September 30.

3.6 **Local Hotel Occupancy Tax Revenue.** The words “Local Hotel Occupancy Tax Revenue” mean the municipal hotel occupancy tax levied by the City pursuant to the Act, at such rates as are permitted by state law and approved by the Wimberley City Council, which tax is collected from guests staying at hotels or other taxable lodging within the City.

3.7 **Term.** The word “Term” means the term of this Agreement as specified in Section II of this Agreement.

3.8 **Visitor Center.** The words “Visitor Center” mean the Wimberley Convention and Visitors Bureau Foundation.

IV. Services to be Provided

4.1 **Obligation of City.** As part of its obligation under the Act to use Local Hotel Occupancy Tax Revenue for attracting and promoting tourism and the convention and hotel industry, the City hereby agrees to provide funds to the Visitor Center for the purposes described in section 351.101(a)(1) of the Act and according to the schedule attached as **Exhibit A** out of funds actually received by the City from the local hotel occupancy tax.

4.2 **Obligations of Visitor Center.** The Visitor Center agrees as follows:

(a) The Visitor Center shall provide the following services to the City:

i. The Visitor Center will operate and maintain the Visitor Center facility and provide information to area visitors. The Visitor Center agrees to treat all tourist lodging facilities in a reasonably consistent manner and to provide information to tourists regarding all lodging options within the City.

(b) The Visitor Center shall establish a separate checking account or banking account for receipt of the Local Hotel Occupancy Tax Revenue; and

(c) Any proposed change to the use by the Visitor Center of Local Hotel Occupancy Tax Revenue according to the schedule attached as **Exhibit A** and as described by this Agreement must be approved in advance by the City Council and authorized by the City in writing as an amendment to this Agreement

V. Budget, Accounting, and Reporting Requirements

5.1 **Budget.** Within 30 days subsequent to the Effective Date of this agreement, and no later than December 31 of each year thereafter, the Visitor Center shall provide to the City a proposed written request for reimbursement of the previous year's operating expenses and for anticipated expenses for which there may be no historical experience as may be required. The budget shall also reflect the results of consultation between the Visitor Center and appropriate City staff concerning, projected available Local Hotel Occupancy Tax Revenue for the ensuing Fiscal Year, any amounts available in the Visitor Center's reserve funds, and estimated costs of the services provided by this Agreement. The City agrees that, in the event of unforeseen emergencies which may occur from time to time during the course of this agreement, the Visitor Center may submit special requests for additional funding, if required. Funding for each request will be due within ninety days of the receipt of the request in year one, and March 31 for each year thereafter. Each request may be submitted in a form similar to that illustrated in Exhibit A.

5.2 **Reporting Criteria.** During the Term of this Agreement, the Visitor Center shall track and report the following criteria for purposes of historic reporting and goal measurement: (1) Visitor Guide Requests; (2) Phone Inquiries; (3) Email Inquiries; and (4) Revenue resulting from the sale of merchandise offered for sale in the Visitor Center.

5.3 **Accounting.** The Visitor Center shall maintain separate, complete and accurate books and records of all financial activities, which the City may audit at any time upon reasonable notice. The Visitor Center shall maintain financial records on a regular basis in accordance with generally accepted accounting principles, subject to any variations as are required by state law or that are agreed to in writing by the City. Specifically, the Visitor Center shall account separately for the Local Hotel Occupancy Tax receipts and expenditures, and for any other funds provided to it by the City, including the activities identified in **Exhibit A**.

5.4 **Quarterly Financial Reporting.** Within 30 days after the end of each quarter in the Fiscal Year, the Visitor Center shall deliver to the City a (i) written report of its expenditures and (ii) unaudited financial statements for the quarter just ended, including at a minimum a balance sheet and an income statement.

5.5 **Additional Quarterly Reporting.** The Visitor Center will provide the City with monthly reports containing detailed information on performance of this Agreement. The Visitor Center shall also provide the City with copies of any reports or documentation required by federal or state law, as such laws may be amended from time to time during the Term of this Agreement.

VI. Payments by the City

6.1 **Payments Subject to Annual Appropriation.** In addition to any particular limitations and conditions that may be specifically stated in this Agreement, all obligations of the City are subject to annual appropriation by the City for this Agreement from proceeds of the Local Hotel Occupancy Tax Revenue that are available to pay for the services provided under this Agreement, and further subject to the ability of the City to collect such tax proceeds. This

Agreement imposes no obligation upon the City to levy and collect the tax. Under no circumstances shall this Agreement be construed to require the City to transfer monies from any other fund owned by the City to the Visitor Center.

6.2 **Payments Due Annually.** The City shall pay to the Visitor Center annually, by October 1 for each year under this agreement, with exception of the first year, the items and amounts listed in Appendix A, plus any additional items or amounts as may be approved by the City from time to time based upon the most recent fiscal year end and any other directives from the City as may apply.

6.4 **Limitation on Use of Funds.** The Visitor Center shall spend Local Hotel Occupancy Tax Revenue solely to perform this Agreement. It is understood and agreed by and between the parties that this Agreement creates a fiduciary duty by the Visitor Center to the City to spend the Local Hotel Occupancy Tax Revenue that it receives in accordance with this Agreement.

6.5 **Conflicts of Interest.** None of the Local Hotel Occupancy Tax Revenue funds hereby granted shall be paid, directly or indirectly, to a Wimberley City Council member, the head of any department of the City, an officer of the Visitor Center, a member of the Wimberley Hotel Occupancy Tax Advisory Committee, a member of the immediate family of the foregoing persons, or a business in which any of the foregoing persons has an economic interest.

VII. Termination

Either party may terminate this Agreement by written notice to the other party if such other party breaches any of its obligations under this Agreement and does not cure such breach within thirty (30) days after receiving written demand from the other party specifying the breach in question and demanding that it be cured. Such right to terminate shall be without prejudice to the other legal and equitable rights of the parties.

VIII. Miscellaneous

8.1 **Independent Contractor.** The Visitor Center is an independent entity, and the relationship between the Visitor Center and the City is and shall remain that of independent contractors. The City is not and shall not be liable for any of the Visitor Center's debts or obligations, including any operating deficit that may arise. The Visitor Center shall not hold itself out as an agent of the City nor in any way purport to bind the City with respect to any contract or other obligation.

8.2 **Indemnity.** The Visitor Center shall indemnify, save, and hold harmless the City, its officers, employees, agents, and licensees against any and all liability, damage, loss, claims, causes of action, expenses or demands (collectively "Costs") of any nature whatsoever, on account of personal injury (including without limitation, Workers' Compensation and death claims), or property loss or damage of any kind whatsoever, which arises, or is claimed to arise, out of or is, or is claimed to be, in any manner connected with the operations or activities of the Visitor Center. The Visitor Center must, at its own expense, investigate all those claims and

demands, attend to their settlement or other disposition, defend all actions based thereon using counsel satisfactory to the City Council, the approval of which shall not be unreasonable withheld, and pay all other costs and expenses of any kind arising from any of such claims, demands or causes of action.

8.3 **Insurance.** The Visitor Center shall maintain a comprehensive general liability policy or policies with an insurance company or companies authorized to do business in the State of Texas, which shall include bodily injury, property damage, contractual, and automobile liability coverage with a minimum of not less than \$1,000,000 per occurrence with \$2,000,000 aggregate. The Visitor Center shall furnish the City with appropriate certificates of insurance along with copies of policy declaration pages and all policy endorsements evidencing the required coverage throughout the Term of this Agreement. The Visitor Center shall obtain an endorsement to the above policy that names the City as an additional insured and that waives the right of subrogation against the City. The Visitor Center shall not cause the insurance to be canceled nor permit any insurance to lapse during the term of this Agreement.

8.4 **Amendment.** This Agreement may not be amended without the written consent of the parties.

8.5 **No Third-Party Beneficiaries.** This Agreement is for the benefit of the City and the Visitor Center only, and no other party may seek to enforce or assert any rights under it.

8.6 **Assignment.** The Visitor Center may not assign this Agreement without the prior written consent of the City.

8.7 **Venue.** Venue for all lawsuits concerning this Agreement must be in the State District court of Hays County, Texas.

8.8 **Waiver of Default.** Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default. Delay by a party in enforcing, or failure by such party to enforce, a right under this Agreement shall not be deemed a waiver of the same. A waiver of a party's rights shall be effective only if in writing and shall be limited to the single even or occurrence specified.

8.9 **Application of Law.** This Agreement must be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts must be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

8.10 **Multiple Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

8.11 **Entire Agreement.** This Agreement, including its exhibits and attachments, if any, represents the entire agreement between the parties regarding the subject matter, and there

are no other representations, understandings, or agreements between the parties relative to such subject matter.

8.12 **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all parties. The City warrants and represents that the individual signing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to its terms. The Visitor Center warrants and represents that the individual signing this Agreement on behalf of the Visitor Center has full authority to execute this Agreement and bind the Visitor Center to its terms.

8.13 **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations under this Agreement is delayed by reason of war, civil commotion, acts of God, natural disaster, fire, or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing its obligations during the period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

8.14 **Ordinance Applicability.** The parties shall be subject to all ordinances of the City, whether now existing or in the future arising. This Agreement does not confer any vested rights on the Visitor Center unless specifically identified herein.

8.15 **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part of the Agreement.

8.16 **Undocumented Workers (required by TEX. GOV'T CODE Ch. 2264).** The Visitor Center certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, the Visitor Center is convicted of a violation under 8 U.S.C. § 1324a(f), the Visitor Center shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the City notifies the Visitor Center of the violation.

[Remainder of page intentionally left blank.]

APPROVED AND AGREED:

FOR THE CITY OF WIMBERLEY:

By: _____
Hershel "Mac" McCullough
Mayor
City of Wimberley, Texas

Date: _____

FOR WIMBERLEY CONVENTION AND VISITORS BUREAU FOUNDATION:

By: _____
Name: _____
Title: _____

Date: _____

Wimberley Convention and Visitors Bureau Foundation
 Historical and Projected Expense
 Five-Year Period
 PROPOSED HOTEL TAX FUNDING

EXHIBIT A
 SCHEDULE A

REVISED JANUARY 12, 2018

Year-to-Year Multiplier 3%

FOR ILLUSTRATIVE PURPOSES ONLY

	Historical		PROPOSED HOTEL TAX FUNDING	
	Fiscal Yr	CITY	Fiscal Yr	
	Ended	HOT	Ending	
	9/30/2016	SHARE	9/30/2018	
Operating Expenses				
<u>PROPOSED SHARED OPERATING EXPENSES</u>				
Advertising	478	75%	369	
Hospitality	1,047	75%	809	
Copier Lease	1,648	75%	1,273	
Insurance	1,192	75%	921	
Office Supplies	1,066	75%	824	
Postage	780	75%	602	
Professional Fees	950	75%	734	
Cleaning	2,482	75%	1,918	
Repairs/Maintenance*	2,851	75%	2,202	
Utilities - Electric	2,231	75%	1,724	
Utilities - Water	632	75%	488	
Utilities - Trash	841	75%	650	
Telephone	1,858	75%	1,435	
Staff Wages (New Part-time Position Non-management)**	-	100%	23,400	
Staff Payroll Taxes (Non-management)	-	100%	1,865	
Salaries - Management	92,146	25%	23,728	
Payroll Tax Management	7,049	25%	1,815	
	<u>117,252</u>		<u>64,757</u>	
<u>EXPENSES TO BE TOTALLY FUNDED BY HOT***</u>				
Lobby Renovation (To accommodate lodging, tourism)	-	100%	5,000	
Furniture/Fixtures (Per Above)	-	100%	2,500	
Computers	-	100%	750	
Computer Maintenance	-	100%	500	
	<u>-</u>		<u>8,750</u>	
TOTAL	<u><u>117,252</u></u>		<u><u>73,507</u></u>	

* \$1,800 has been added to repair and maintenance costs above actual expense for the period ended 9/30/16. Landscaping maintenance is currently done by volunteers, which may not continue in the future.

** Proposed wage is based upon 30 hrs/week up to \$15/hr.

*** These expenses are estimates only. Actual expense will be determined through an RFP/or other approval process, if required, each year.

City Council Agenda Form



Date Submitted: January 15, 2018

Agenda Date Requested: January 18, 2018

Project/Proposal Title: RESOLUTION NO. 05-2018 (Budget Amendment No. 6) - Interim City Administrator Paul Parker

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

Proposed Resolution No. 05-2018 (Budget Amendment No. 6) will allocate \$120,000.00 for an advertising and marketing firm to conduct a tourism marketing strategy and implement a multi-media marketing plan to promote the City of Wimberley. The plan will be designed to promote tourism, especially during the next year of potential sewer installation, but will also establish a long-range plan for tourism.

Councilmembers Steve Thurber and Gary Barchfeld are assisting with the interview of two potential marketing firms. A recommendation will be presented to the City Council and its next meeting. The staff estimates the cost of this study, plus advertising, to be approximately \$120,00.00. Therefore, a portion of this change order assumes that a marketing firm will be hired in the near future.

The second portion of this proposed budget amendment is based on the City Council approving the proposal with the Visitor's Center. Their request for the first year is \$73,507.00. The total of these two projects is \$193,507.00.

RESOLUTION NO. 05-2018

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE 2017/2018 OPERATING BUDGET (BUDGET AMENDMENT NO. 6), PROVIDING FOR THE TRANSFER OF FUNDS IN THE HOTEL OCCUPANCY TAX UNOBLIGATED FUND BALANCE TO THE HOTEL OCCUPANCY TAX OPERATION FUND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the 2017/2018 Operating Budget and appropriated the necessary funds out of the Hotel Occupancy Tax Unobligated Fund Balance; and

WHEREAS, the City Council has reviewed and approves the need for increased appropriations in the Hotel Occupancy Tax Operation Fund (6370 – Contract Services).

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

Section 1

The City Council of the City of Wimberley, Texas, hereby authorizes and approves an amendment to the 2017/2018 Operating Budget (Budget Amendment No. 6) for the purpose and in the amounts shown below, the amounts to be appropriated from the Hotel Occupancy Tax Unobligated Fund Balance:

Hotel Occupancy Tax Unobligated Fund Balance

Transfers – Transfer from Hotel Occupancy Tax Unobligated Fund Balance

Decrease fund balance (\$299,157.15 by \$193,507.00)

**Transfers – Transfer to Hotel Occupancy Tax Operation Fund
(6370 – Contract Services)**

Increase expenditure balance in 6370 – Contract Services from
\$0.00 to \$193,507.00

The effect of these transactions will reduce fund balance in the Hotel Occupancy Tax Unobligated Fund Balance by \$193,507.00, and increase expenditures in the Hotel Occupancy Tax Operation Fund (6370 – Contract Services) by \$193,507.00.

Section 2

The City Council of the City of Wimberley, Texas, hereby amends the 2017/2018 Operating Budget, increasing appropriations in the funds stated in Section 1 above.

Section 3

This resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this 18th day of **January, 2018**.

The City of Wimberley, Texas

Herschel P. "Mac" McCullough, Mayor

ATTEST:

Laura J. Calcote, City Secretary

City Council Agenda Form



Date Submitted: January 15, 2018

Agenda Date Requested: January 18, 2018

Project/Proposal Title: RESOLUTION NO. 06-2018 (Budget Amendment No. 7) - Interim City Administrator Paul Parker

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

Proposed Resolution No. 06-2018 (Budget Amendment No. 7) will allow for the hiring of a Tourism Director for the City of Wimberley. The budget amendment represents the anticipated cost for the remainder of Fiscal Year 2018. There will be savings in the General Fund not reflected in this budget amendment because the proposal is to eliminate the part-time Wimberley Community Center Director and combine her duties into the duties of the Tourism Director.

If the Council approves this budget amendment, staff will begin advertising for the Tourism Director position.

RESOLUTION NO. 06-2018

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE 2017/2018 OPERATING BUDGET (BUDGET AMENDMENT NO. 7), PROVIDING FOR AN INCREASE OF REVENUE IN THE HOTEL OCCUPANCY TAX FUND AND TO INCREASE EXPENSES IN THE HOTEL OCCUPANCY TAX FUND (205); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the 2017/2018 Operating Budget and projected revenue for the Hotel Occupancy Tax Fund; and

WHEREAS, the City Council has reviewed and approves the need for increased appropriations in the Hotel Occupancy Tax Fund (205) related to expenses for hotel tax operations.

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

Section 1

The City Council of the City of Wimberley, Texas, hereby authorizes and approves an amendment to the 2017/2018 Operating Budget (Budget Amendment No. 7) for the purpose and in the amounts shown below.

Hotel Occupancy Tax

Revenue Increase – Hotel Occupancy Tax Fund (205) by \$136,000.00 from \$0.00 to a total of \$136,000.00

Increase Expenditure Line Items:

6110	Salaries & Wages	\$40,000.00
6210	Healthcare	\$2,000.00
6620	Payroll Taxes	\$2,500.00
6230	TMRS	\$4,000.00
6250	Unemployment Compensation	\$20.00
6660	Office Supplies	\$1,000.00
6791	Capital Outlay Technology	\$6,000.00
6270	Dues	\$1,000.00
6551	Printing	\$500.00
6570	Travel	\$5,000.00
6572	Training	\$1,000.00
6651	Postage	\$500.00

The effect of these transactions will increase revenue in the Hotel Occupancy Tax Fund (205) by \$136,000.00, and increase expenditures in the Hotel Occupancy Fund Services and Charges by \$63,520.

Section 2

The City Council of the City of Wimberley, Texas, hereby amends the 2017/2018 Operating Budget, increasing appropriations in the funds stated in Section 1 above.

Section 3

This resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this 18th day of **January, 2018.**

The City of Wimberley, Texas

Herschel P. "Mac" McCullough, Mayor

ATTEST:

Laura J. Calcote, City Secretary

City Council Agenda Form



Date Submitted: January 15, 2018

Agenda Date Requested: January 18, 2018

Project/Proposal Title: DISCUSSION AND
POSSIBLE ACTION
City of Wimberley Investment Policy - Interim
City Administrator Paul Parker

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

Please find attached the City of Wimberley's Investment Policy. State law requires City Council to review the Policy on an annual basis. No changes to the Policy are proposed at this time.

City staff recommends approval of the Investment Policy as presented.

Investment Policy

I. Purpose

The purpose of this document is to establish the investment policies for the management of the public funds of the City of Wimberley, Texas (City). This policy will be reviewed on an annual basis by City Council. At such time, the council will adopt a resolution that (1) states that the investment policy has been reviewed and (2) enumerates the changes to be made to the policy.

These policies are designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with those of comparable funds and financial market indexes.

A copy of this policy will be provided to all business organizations offering to engage in investment transactions with the City. A qualified representative of the business organization must confirm in writing (1) that this policy has been read and thoroughly reviewed and (2) that reasonable controls have been established to preclude unauthorized investment transactions. The City prior to the firm providing any services must receive this confirmation.

II. Statutory Authority

This policy was adopted in accordance with the Public Funds Investment Act (V.T.C.A., Government Code §2256).

III. Policy Scope

This investment policy applies to all of the financial assets (i.e., cash, bank deposits and securities) of the City. These assets are pooled into a single common investment fund that incorporates the following accounting fund types:

- General fund;
- Special revenue funds; and
- Enterprise funds.

Investments in the City's employee deferred compensation plan are independently managed and are not covered by this policy.

IV. Investment Strategy Statement

It is the City's policy to invest public funds in a manner that meets the following objectives:

- Ensure the suitability of the investment to the financial requirements of the City;
- Ensure preservation and safety of capital;
- Provide sufficient liquidity to meet cash flow needs;
- Ensure the marketability of the investments;
- Provide sufficient diversification; and

- Provide a competitive return on investment.

V. Investment Objectives

The following is a detailed discussion of the City's investment objectives, in priority order:

A. Suitability of Investments

Investments shall be made with the primary focus of having cash available to meet the City's financial requirements. This requires that the City match investment maturities with anticipated expenditures.

B. Preservation and Safety of Capital

Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To achieve this objective it is necessary to minimize credit risk and interest rate risk.

Credit risk is the risk of loss due to failure of the security issuer to pay interest and/or principal in a timely manner. It may be reduced by:

- Limiting investments to the safest types of securities;
- Pre-qualifying the business organizations with which the City will do business; and
- Requiring that investments not insured or guaranteed by the United States Government be fully collateralized.

Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. The longer the term, the more tendencies there are for rates to fluctuate. Interest rate risk may be reduced by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity; and
- Investing primarily in shorter-term securities.

Both types of risk may also be controlled through diversification.

C. Liquidity

It is the City's objective that the investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

Liquidity is the relative ease with which a security may be converted to cash, typically through sale on the open market. The goals of liquidity and preservation of capital may conflict at times. While a security may be easily converted to cash, the amount of cash received may be less than the amount initially paid due to fluctuations in market value. For

that reason, it is important for the portfolio to be structured so that securities mature concurrent with anticipated cash needs, hereby avoiding the need to liquidate investments under adverse market conditions.

D. Marketability of Investments

Marketability is the availability to quickly purchase and sell a security at competitive prices in secondary markets. Some investments, such as Treasury bills, can be sold at any time. Other more exotic instruments may not be much in demand by other investors and, consequently, may be much harder to sell.

Since all possible cash demands cannot be anticipated, the portfolio should consist of securities with active secondary or resale markets. This will ensure that in the event the City must sell a security, a buyer can be readily found.

At all times, selling a security before maturity may produce a loss. With the exception of the following situations, securities shall not be sold at a loss:

- A security with a declining market value could be sold early to minimize loss;
- A security swap would improve the quality, yield, or target duration in the portfolio; or
- Liquidity needs of the portfolio require that a security be sold and all other sales would result in a larger loss.

E. Diversification

The constraints established by this investment policy minimize the City's risk exposure. Through diversification, the City can further limit risk exposure. The City will address diversification in its portfolio by not limiting its exposure to any one type of investment, staggering investment maturities, and using several investment providers.

F. Yield

A fundamental rule of investments is that risk equals return. The City has deliberately established a low risk threshold in order to protect its financial resources and ensure that cash is available when needed. Return on investment is the least important objective of the City's investment program. It is anticipated, however, that the City will still earn a competitive rate of return given the level of risk assumed.

VI. Standards of Care

A. Prudence

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing the overall portfolio, not each investment decision. Investment officers acting in accordance with this investment policy

and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that the investment decision was consistent with this written policy.

The "prudent person" standard requires that investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of capital as well as the probable income to be derived.

B. Ethics and Conflicts of Interest

Employees involved in the investment process shall refrain from personal business activity that could conflict with the proper executing and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from under-taking personal investment transactions with the same individual with which business is conducted on behalf of the City.

C. Delegation of Authority

The City Administrator shall be responsible for insuring that all of the physical and monetary assets of the City are appropriately safeguarded and controlled and perform any duties of City Treasurer as required by the general laws of the State of Texas. Through the adoption of this policy, the position of City Administrator shall be designated as an investment officer who is responsible for the investment of the City's funds. In the absence of the City Administrator, the Mayor shall have the responsibility for investment decisions and activities. No person may engage in an investment transaction or the management of funds except as provided under the terms of this Investment Policy as approved by the City Council. The investment authority granted to the investment officer is effective until rescinded by the governing body.

The City Administrator shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

D. Training

The City Administrator and Finance Officers shall attend at least one training session related to their respective duties within 24 months of assuming office or duties. This training must include education in investment controls, security risks, strategy risks, market risks and compliance with the Public Funds Investment Act.

Both the City Administrator and the Mayor shall receive training as required by state law, which is designed to ensure the continued proper performance of their duties under this policy and the Public Funds Investment Act. The City Administrator and the Mayor shall attend an investment

training session no less often than once every two fiscal years commencing February 1, 2009 and shall receive not less than 10 hours of instruction relating to investment responsibilities. The investment training session shall be provided by an independent source approved by the City Council. For purposes of this policy, an “independent source” from which investment training shall be obtained shall include a professional organization, an institute of higher learning or any other sponsor other than a business organization with whom the City of Wimberley may engage in an investment transaction.

DI. Execution of Security Transactions

A. Authorized Financial Dealers and Institutions

A list will be maintained of the business organizations authorized by the City Council to provide investment services. These may include “primary dealers” or regional dealers that qualify under Securities and Exchange Commission Rule 15C3 1 (uniform net capital rule).

All business organizations desiring to become qualified bidders for investment transactions must supply the following, as appropriate:

- Audited financial statements
- Proof of National Association of Securities Dealers (NASD) certification
- Proof of state registration
- Completed broker/dealer questionnaire
- Certification signed by a qualified representative of the firm, of having read and thoroughly reviewed the City’s investment policy and having implemented reasonable procedures and controls in an effort to preclude unauthorized investment transactions. (See Appendix B for an example.)

A qualified representative of a business organization is a person who holds a position with the organization, is authorized to act on behalf of the organization, and who is:

- For organizations regulated or registered with a securities commission, registered under the rules of the National Association of Securities Dealers; or
- For state and national banks and savings banks, a member of the loan committee or authorized by corporate resolution to act on behalf of and bind the banking institution.
- For an investment pool, the person authorized by the elected official or board with authority to administer the activities of the investment pool to sign the written instrument on behalf of the investment.

The City Administrator shall conduct an annual review of the financial condition and registration of qualified business organizations interested in providing investment services for the City. The City Administrator shall recommend six or more qualified bidders to the City Council, which will then select qualified bidders to provide investment services for the City for the next year.

B. Selection of Investments

The City Administrator shall establish a competitive process for the selection of investments.

C. Delivery vs. Payment

With the exception of mutual funds, all investment transactions will be executed by delivery vs. payment (DVP). This requires that the release of funds and the receipt of the investment occur simultaneously.

D. Safekeeping

The City will utilize an independent third party as a custodial agent for safekeeping of the City's investments. Book entry only securities may be held in the custodial agent's account with a Federal Reserve Bank, as long as the custodial agent's internal records clearly indicate the City's ownership of the securities. Any physical securities will be transferred directly to the custodial agent.

Receipts must be issued by the custodial agent for all property received in physical or book entry form. Not less than quarterly, the City should be provided with reports of all assets held in safekeeping.

E. Measuring Market Value

The City shall use The Wall Street Journal or a comparable nationally recognized business publication to measure the market value of its investments. The price quote used will be as of the date of market valuation.

VIII. Internal Controls and Compliance Audit

A. Internal Controls

The City Administrator is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

The internal control structure should address the following points:

- Control of collusion. Collusion is a situation where two or more employees work in conjunction to defraud their employer.
- Separation of transaction authority from accounting and record keeping. By separating the person who authorizes or performs the transactions from the people who record or otherwise account for the transaction, a separation of duties is

achieved.

- Custodial safekeeping. Securities purchased from any bank or dealer including appropriate collateral shall be placed with an independent third party for custodial safekeeping.
- Avoidance of physical delivery securities. Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
- Clear delegation of authority to subordinate staff members. Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
- Written confirmation of telephone transactions for investments and wire transfers. Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and the safekeeping institution has a list of authorized signatures.
- Development of a wire transfer agreement with the lead bank or third party custodial. This agreement should outline the various controls, security provisions, and delineate responsibilities of each party making and receiving wire transfers.

B. Annual Audit

The City Administrator shall establish a process for annual independent review by an external auditor to:

- Assure compliance with policies and procedures; and
- Review monthly investment reports.

This review is to be done in conjunction with the annual audit of the City's financial statements.

IX. Suitable and Authorized Investments

A. Investment Types

The following investments are permitted under this policy.

- Obligations of the United States Government (i.e., treasury bills, treasury notes and treasury bonds):
 - Mutual funds offered by the City's depository bank as part of its cash

management program;

- Certificates of deposit issued by a state or national bank or a savings bank domiciled in the State of Texas; and
- Demand deposits with state and national banks and savings banks.
- Statewide investment pools.

B. Collateralization

Certificates of deposit and all other deposits with banks and savings banks shall be 1) guaranteed or insured by the Federal Deposit Insurance Corporation or 2) fully collateralized as required by the Public Funds Investment Act. In order to provide an appropriate level of protection, the market value of the pledged security will be a minimum of 105% of the amount on deposit plus accrued interest.

The City prior to the substitution taking place must approve substitution of collateral in writing.

Collateral will be held by an independent third party. A clearly marked safekeeping receipt showing the securities pledged in the City's name must be provided to the City on a monthly basis.

C. Prohibited Investments

Any investment not specifically authorized by this policy is prohibited. Any investment that is a derivative in nature, even though the underlying asset may meet the guidelines established in this policy, is also prohibited.

D. Additional Qualifications by Investment Type:

1. Mutual Funds

As part of its overall cash management program, the City intends to utilize the automatic investment sweep program offered by its depository bank. This program will enable the City to eliminate idle cash balances in its checking accounts, while ensuring that adequate cash is on hand to meet daily requirements.

For this purpose, the City is authorized to invest in a no-load money market mutual fund, if the mutual fund:

- Is registered with and regulated by the Securities and Exchange Commission;
- Provides the City with a prospectus and any other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;
- Invests exclusively in obligations of the U.S. Treasury and/or repurchase

- agreements fully collateralized by such obligations;
- Is continuously rated as AAA or its equivalent by at least one nationally recognized rating service;
- Has a dollar-weighted average stated maturity of 90 days or less; and
- Includes in its investment objectives the maintenance of a stable net asset value of \$1 per share.

2. State Wide Investment Pools

Statewide investment pools are separate legal entities established to invest the funds of 2 or more other government entities. The investment pool typically has its own management and investment staff and provides a highly liquid investment option.

In order to be eligible to provide services to the City, investment pools must meet all the requirements of state law as determined under Chapter 2256 of the Government Code, as amended and the following requirements:

- Provide the City with an offering circular and other information required by the Public Funds Investment Act;
- Provide investment transaction confirmations;
- Provide monthly detailed transaction and performance reports as specified by state statute;
- Establish an advisory board composed of qualified members representing participants and non-participants;
- Be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

In addition to the preceding requirements, investment pools created to function, as money market mutual funds must mark-to-market daily and must maintain a market value ratio (market value divided by book value) between .995 and 1.005.

Investment in a particular pool will be made only after a thorough investigation of the pool and approval by the City Council. The City Administrator shall conduct an annual review of the pools and recommend qualified pools to the City Council, which will then select and adopt a list of approved pools.

With the exception of mortgage-backed securities or any other derivative, pools are permitted to invest in a broader range of investment instruments than those authorized under this policy, provided those instruments are authorized under the Public Funds Investment Act.

X. Investment Parameters

A. Investment Management Style

Investment maturities are timed to correspond with anticipated cash requirements and should be purchased at or near par. The City employs a passive management style in which investments are expected to be held to maturity. This does not preclude the use of active portfolio management techniques.

B. Diversification

At the time of purchase, investments will be selected to ensure that the City's portfolio is diversified by security type and institution as follows:

- United States Treasuries;
- No-load money market mutual funds;
- Certificates of deposit within maximum limitation of FDIC and/or collateralization limits.
- Savings bank deposits within maximum limitation of FDIC and/or collateralization limits.
- Authorized investment pools.

C. Maximum Maturities

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements.

Maximum allowable stated maturities are limited by investment type as follows:

- 3 years for United States treasuries securities;
- 90 days for certificates of deposit; and
- 90 days for no-load money market mutual funds.

XI. Performance Standards

During an environment of stable interest rates, the portfolio should obtain a market average rate of return. Since the City follows a passive investment strategy, the basis used by the City Accountant to determine whether market yields are being achieved shall be the average 90-day Treasury for the month, as quoted in The Wall Street Journal or comparable nationally recognized business publication.

XII. Reporting

The City Administrator or his designee shall prepare an investment report on a quarterly basis that summarizes investment strategies employed in the most recent quarter and describes the portfolio in terms of investment securities, maturities, and shall explain the total investment return for the quarter. The report shall be signed by all designated investment officers and include the statement that the report is in full compliance with the investment strategies as established by

the City of Wimberley Investment Policy and Public Funds Investment Act (Government Code Chapter 2256)

The quarterly investment report shall include a summary statement of investment activity prepared in compliance with generally accepted accounting principals. This summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will be provided to the City Council. The report will include the following:

- A listing of individual securities held at the end of the reporting period.
- Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period.
- Additions and changes to the market value during the period.
- Average weighted yield to maturity of portfolio as compared to applicable benchmark.
- Listing of investments by maturity date.
- Fully accrued interest for the reporting period
- The percentage of the total portfolio which each type of investment represents.
- Statement of compliance of the City's investment portfolio with state law and the investment strategy and policy approved by the City Council.

A formal annual review of the quarterly reports will be performed by an independent auditor with the results reported to the governing body.

APPENDIX A: GLOSSARY

ACTIVE PORTFOLIO MANAGEMENT: An approach to investment management in which the investment officer actively trades the portfolio to take advantage of changing market conditions. This style requires the investment officer to develop a comprehensive economic outlook and to take action based upon that outlook. Requires relatively technical knowledge of the investment field.

BENCHMARKS: A measure used to evaluate the effectiveness of the investment program. Suitable benchmarks are readily available and share the characteristics of the portfolio with respect to legal constraints and investment policy compliance. Benchmarks may be published figures or indexes in publications such as the Wall Street Journal or they may be specially created for entity.

BOOK ENTRY SECURITIES: Securities that are purchased, sold and held with only electronic computer entries rather than the transfer of physical certificates. Buyers typically receive receipts or confirmations as evidence of ownership.

BROKER: A party who brings buyers and sellers together. Brokers do not take ownership of the property being traded. They are compensated by commissions.

COLLATERAL: Securities that a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

DEALER: A firm or an individual who buys and sells for his own account. Dealers have ownership, even if only for an instant, between a purchase from one party and a sale to another party. They are compensated by the spread between the price they pay and the price they receive.

DERIVATIVES: Financial instruments whose value depends on the values of underlying assets or indexes.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

PASSIVE INVESTMENT MANAGEMENT: An approach to investment management in which the investment officer adopts a buy and hold strategy. Some investment techniques are used. Requires basic level investment knowledge.

PRIMARY DEALERS: A group of securities dealers who are recognized as major participants in the government securities markets and who are willing to market all government securities. Primary dealers must submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its oversight.

RATE OF RETURN: The yield obtain-able on a security based on its purchase price or its current market price.

REGIONAL DEALERS: The second tier of broker/dealers (after primary dealers) composed of brokerage firms that specialize in certain market niches, typically on a regional basis.

SAVINGS BANK DEPOSITS: Demand deposits held in an account at a savings and loan association.

SECONDARY MARKET: A market made for the purchase and sale of outstanding debt issues following the initial distribution.

TREASURY BILLS: Short term obligations issued by the United States Treasury. Bills are issued for maturities of one year or less. They do not pay interest but are issued on a discount basis instead.

TREASURY NOTES: Medium term obligations issued by the United States Treasury. Notes are issued for initial maturities over 1 to 10 years.

YIELD: The annual return on an investment expressed as a percentage.

**APPENDIX B: ILLUSTRATIVE BROKER/DEALER
CERTIFICATION FORM**

Broker Dealer Certification Form
(As required by Texas Government Code 2256.005(k))

The City of Wimberley (City) acknowledges that the only means the firm has to preclude unauthorized investment transactions between the firm and the City is to confirm that all provisions of the City's investment policy are followed in investment transactions conducted between the firm and the City, and, the second paragraph below should be read accordingly.

I, _____, as a qualified representative for the firm _____ do hereby certify that I and the broker covering this account, _____, have received and thoroughly reviewed the investment policy of the City of Wimberley.

I acknowledge that this firm has implemented reasonable internal procedures and controls in an effort to preclude investment transactions not authorized by the City's investment policy.

Signature

Name: _____

Title: _____

Date: _____

City Council Agenda Form



Date Submitted: January 15, 2018

Agenda Date Requested: January 18, 2018

Project/Proposal Title: DISCUSSION AND POSSIBLE ACTION
Professional Project Management Services - Interim City Administrator Paul Parker

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

At the last City Council meeting the Council reviewed a proposal to hire Jim Schoonover for professional project management services for the Central Wimberley Wastewater Project. Council requested to review the contract prior to final approval. The attached contract has been reviewed and approved by Mr. Schoonover and the City Attorney.

Staff recommends approval of the project management services contract with Jim Schoonover.

**PROFESSIONAL PROJECT MANAGEMENT SERVICES
CONTRACT BETWEEN THE CITY OF WIMBERLEY
AND
JIM SCHOONOVER**

This Agreement is made by and between the City of Wimberley, having offices at 221 Stillwater/P.O. Box 2027, Wimberley, Texas 78676, hereinafter referred to by name, or as the "OWNER", and Jim Schoonover, hereinafter referred to by name, or as the "CONSULTANT", collectively referred to as the "Parties." The Project is defined as follows: Central Wimberley Wastewater Project.

WHEREAS, the OWNER desires to contract with the CONSULTANT to provide professional project management services relating to the construction of the Central Wimberley Wastewater System ("Project"); and

WHEREAS, the CONSULTANT is willing to provide such professional services on a nonexclusive basis; and

WHEREAS, this Agreement does not obligate OWNER to order work from CONSULTANT, nor does it obligate CONSULTANT to accept orders for work, but it shall control and govern all work accepted by CONSULTANT under written task orders and shall define the rights, obligations, and liabilities of OWNER and CONSULTANT during the term hereof with respect to the matters covered herein; and

NOW THEREFORE, in consideration of the faithful performance of the terms and conditions set forth herein, the parties hereto agree as follows:

1. RECITALS

The CONSULTANT shall be the OWNER's representative in providing the services described in this Agreement. The CONSULTANT and the OWNER shall perform all duties as stated in this Agreement. In respect to such work or services, the Parties agree as follows:

2. TERM OF AGREEMENT

This Agreement shall be effective upon execution of this document by the Parties and ends upon February 28, 2019 or upon the date of final payment to the CONSULTANT, whichever occurs first. This Agreement may be extended for additional time periods subject to mutual approval by both Parties. This Agreement shall remain in full force and effect during the above referenced time period unless properly terminated by either party, as provided by this Agreement. It is anticipated that the term of this Agreement will end on February 28, 2019.

3. MAJOR RESPONSIBILITIES AND DUTIES

3.1. Work Schedule

The CONSULTANT will act as an extension of the OWNER's staff to facilitate and assist in the management of various aspects of the Project. The CONSULTANT will report directly to and work under the direction of the OWNER's Designated Representative (ODR), to be identified to CONSULTANT in writing by OWNER.

- 3.2. The CONSULTANT shall assist the OWNER in the project management for the City of Wimberley Central Wastewater Project identified in the respective RFQ, from and after the date of this Agreement.

The CONSULTANT will be physically on-site anytime the General Contractor is working on-site.

The CONSULTANT's primary responsibilities will be to assist the OWNER in managing the construction phases of the Project, as set forth in the Services Required, attached hereto and made a part hereof for all purposes as Exhibit A.

The CONSULTANT will not be responsible for, nor does the CONSULTANT control, the means, methods, techniques, sequences and procedures of construction for the Project. It is understood that the CONSULTANT's action in providing quality review under this Agreement is a service of the CONSULTANT for the sole benefit of the OWNER. No action taken by the CONSULTANT shall relieve the Engineers or General Contractors for the Project from their obligation to perform the work in strict conformity with the requirements of the Contract Documents, and in strict conformity with all other applicable laws, codes, rules and regulations.

The CONSULTANT will perform on-site observation of work and materials as allowed within the confines of the contract terms. The CONSULTANT shall endeavor to ensure substantial conformity of the construction with plans and specifications. The CONSULTANT shall utilize this information to create reports generated from on-site observations.

The CONSULTANT will endeavor to assure that all Operation and Maintenance ("O&M") manuals, as-built drawings, warranties and appropriate certifications have been received, assembled by Project Engineer, and delivered to the OWNER, while remaining under contract with the City of Wimberley.

The CONSULTANT shall report to the OWNER in writing any decisions it is aware of concerning disputes between any interested party and the General Contractor relating to the acceptability of the work, or the interpretation of the requirements of the Contract Documents pertaining to the furnishing and performing of the work.

The OWNER will provide the CONSULTANT access to all areas where construction activities relating to the Project are planned or underway.

- 3.3 OWNER will furnish to CONSULTANT all existing studies, reports, data and other information available to OWNER necessary for performance of the work and authorize CONSULTANT to obtain additional data as required, CONSULTANT will be entitled to use and rely upon all such information and services.

Where necessary to performance of the work, OWNER shall arrange access for CONSULTANT to any site or property related to the project.

In the event scheduled, prearranged or mandated events, meetings, access to sites, delivery of documentation or other obligations, the responsibility of which the OWNER has agreed to and upon which the CONSULTANT relied, and which events, meetings, access to sites, delivery of documentation or other obligations, could not or did not take place, or were required to be rescheduled because of the failure of the OWNER in the discharge of the OWNER's obligations, CONSULTANT may be granted an extension of time as specified by OWNER.

4. COMPENSATION

- 4.1 CONSULTANT bills for its services on a time-and-materials basis using the Rate Schedules included as Exhibit "B". The CONSULTANT will be responsible for providing all necessary equipment including but not limited to computer, software, digital camera and cell phone as part of their overhead and without separate reimbursement. The CONSULTANT's pricing, unless otherwise stated, shall not include any present or future federal, state, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments which may be applicable to, measured by, imposed upon, or resulting from the performance of the Work, and such taxes, if any, will not be the responsibility of the OWNER.
- 4.2 CONSULTANT will submit monthly invoices for Services rendered. Payment terms are net thirty (30) days from date of invoice. If OWNER objects to all or any portion of an invoice, it will notify the CONSULTANT of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make good faith efforts to settle the disputed portion of the invoice.
- 4.3 If OWNER fails to make any payment due the CONSULTANT within thirty (30) days after receipt of an invoice, other than a disputed invoice as described by Paragraph 4.2, then the amount due the CONSULTANT will increase at the rate of 1.5 percent per month after the 30th day. In addition, the CONSULTANT may, after giving seven (7) days' written notice to the OWNER, suspend its Services and any deliverables until the CONSULTANT has been paid in full for all amounts outstanding more than thirty (30) days other than amounts owed under a disputed

invoice as described by Paragraph 4.2. In the event that payment in full is not received, the CONSULTANT reserves the right to have collection handled by the CONSULTANT's attorneys and any and all costs of collection, including reasonable attorney's fees, shall be paid by the OWNER.

5. INDEPENDENT CONTRACTOR RELATIONSHIP

In the performance of the services hereby contemplated, the CONSULTANT is an independent contractor, and neither the CONSULTANT nor the principals, partners, employees or subcontractors of the CONSULTANT shall be deemed employees of the OWNER. Nothing herein shall be construed to create a partnership, joint venture or employment arrangement between the OWNER and CONSULTANT.

6. WARRANTY

In performing services, the CONSULTANT agrees to exercise professional judgment, made on the basis of the information available to the CONSULTANT, and to use the same degree of care and skill ordinarily exercised in similar circumstances by reputable consultants performing comparable services.

7. TERMINATION

Either party may terminate this Agreement should the other party fail substantially to perform in accordance with the terms hereof through no fault of the terminating party by giving the other party a minimum of ten (10) days written notice of such termination. Notice of termination of this Agreement before the end of its term shall not relieve either party of its obligation to perform under the Agreement, or respective liabilities under the Agreement, until termination occurs.

The OWNER may terminate this Agreement for its convenience with a minimum of ten (10) days written notice of termination. In the event of termination of this Agreement, CONSULTANT shall only be paid for work performed and expenses incurred through the date of termination.

8. DISPUTE RESOLUTION

In the event that the OWNER or the CONSULTANT shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, notify the breaching party describing the breach and demanding corrective action. The breaching party has five (5) business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, either party may invoke the dispute resolution process by requesting mediation with a neutral third-party mediator. Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties. In the event the OWNER and the CONSULTANT are unable to agree to a date for the mediation or

to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

10. INTENTIONALLY LEFT BLANK

11. ASSIGNMENT

Neither this Agreement nor any duties or obligations hereunder shall be assignable by the CONSULTANT or OWNER without prior written consent of the other. In the event of an assignment by the CONSULTANT to which the OWNER has consented, the assignment will not become effective unless and until the assignee or its legal representative shall have agreed in writing with the OWNER to personally assume, perform and be bound by the covenants, obligations, and agreements contained herein. In the event the CONSULTANT assigns sublets, subcontracts, or assigns without written consent by the OWNER, this Agreement may be terminated at the option of the OWNER, and all financial obligations shall cease as well

12. SUCCESSORS AND ASSIGNS

Subject to the provisions regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective Parties.

13. GOVERNING LAW AND VENUE

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas. The exclusive venue for any legal action shall lie in a court of competent jurisdiction in Hays County, Texas.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter that is not contained herein shall be valid or binding.

15. AMENDMENT

This Agreement may be amended only by the mutual agreement of the Parties hereto in writing and incorporated into this Agreement. The duly appointed representative of each party must sign any such amendment. CONSULTANT understands and agrees that any prior approval of the City Council in order to become effective, regardless of when it is signed by OWNER's duly appointed representative.

16. INDEMNIFICATION

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the OWNER, its elected officials, employees, officers, directors and partners from and against

damages arising from third party claims for bodily injury or property damage, including payment of reasonable attorneys' fees incurred by the OWNER, but only to the extent solely caused by the intentional or negligent act, error or omission of the CONSULTANT, or the CONSULTANT's consultants or agents, in performance of services under this Agreement.

17. NOTICES

All written notices provided to the Parties pursuant to this Agreement shall be forwarded to each party at the address indicated below. Such notices shall be considered duly and properly given when delivered in person or by mail.

18. APPROPRIATIONS

Notwithstanding any provision contained herein, the financial obligations of the OWNER contained herein are subject to and contingent upon appropriations by the OWNER's Governing Body of such funds or other revenues being available, received and appropriated by the OWNER in amounts sufficient to satisfy said obligations, in no event shall this instrument be construed to be a debt of the OWNER.

19. GOVERNMENTAL IMMUNITY

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity, including, but not limited to, governmental immunity, to either the OWNER or its elected officials, officers and employees. Neither the OWNER, nor its officers and employees waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

20. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

21. NO WAIVER OF ANY CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

22. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A signature transmitted by facsimile or similar equipment shall be deemed an original signature.

23. NO THIRD-PARTY BENEFICIARY

This Agreement inures to the benefit of and obligates only the Parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

24. HEADINGS

The description headings used in this Agreement are inserted for reference only and do not and shall not be deemed to modify the construction of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth in this Agreement.

CONSULTANT
JIM SCHOONOVER

OWNER
CITY OF WIMBERLEY
P.O. BOX 2027
WIMBERLEY, TEXAS 78676

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Services Required:

Project Management Services shall consist of providing Project Management support personnel to work under the direct supervision of City of Wimberley staff to provide construction support for the Project. The CONSULTANT will be responsible for providing all necessary equipment including but not limited to computer, software, digital camera and cell phone as part of their overhead and without separate reimbursement. Activities for which CONSULTANT and support personnel will be required include any or all of the following:

Construction Phase

- Observing and documenting daily construction progress.
- Serve as the City's liaison to Engineer and Contractor/s.
- Coordinate tests and special inspections with Contractor/s and Construction Materials Testing firm, Engineer and the City.
- Review and monitor project schedule and submittals and verify progress of the work to the Contractor's established schedule/s.
- Facilitate and document interpretation of Contract Documents by handling Requests for Information from Contractor/s and responses from Engineer and the City.
- Facilitate and document submittal review by receiving submittals from Contractor/s, reviewing for completeness and distributing to Engineer and the City for technical review.
- Review work and reject defective work that does not comply with Contract Documents.
- Schedule with Contractor/s, Engineer, and the City tests, inspections, training and other activities needing coordination between the parties.
- Preparation of periodic reports of construction progress and status of all RFI's, submittals, change proposals, change orders, field orders, etc.
- Conduct wage rate interviews with contractor's personnel.
- Review and recommend action on American Iron & Steel.
- Maintain a set of as-built drawings.
- Receive and review Contractor pay requests and make recommendation to the City for payment.
- Participate in the close-out inspections.
- Coordinate with the engineer and contractors to verify that final punch list items have been addressed.
- Monitor construction logistics between the General Contractor and the City.
- Provide monthly written and oral progress reports to City Council.
- Attend, arrange and conduct a variety of meetings, as required.
- Generate weekly site visit reports describing general events, noting problems and unusual events.
- Monitor preparation of the punch-list and manage punch-list process.
- Monitor close-out procedures.
- Assist in development of value engineering options, as requested.
- Evaluate change order request/s and provide recommendation for approval or rejection.

EXHIBIT B

Time & Material Basis

Project Manager	\$60 per hour based on a 40-hour work week
Overtime/Holiday Pay	\$60 X 1.5 per hour over 40 hours per week
Mileage Reimbursement (GSA Rate)	\$.545 per mile

City Council Agenda Form



Date Submitted: January 15, 2018

Agenda Date Requested: January 18, 2018

Project/Proposal Title: SEWER COLLECTION SYSTEM
Alternate Solutions to the City's existing Wastewater Collection System - Councilmember Gary Barchfeld

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

This item was placed on the agenda by Councilmember Gary Barchfeld to discuss and consider possible action regarding alternate solutions to the City's existing Wastewater Collection System.

City Council Agenda Form



Date Submitted: January 15, 2018

Agenda Date Requested: January 18, 2018

Project/Proposal Title: SEWER COLLECTION SYSTEM
Save Funds on the Sewer Treatment Plant bid - Councilmember Craig Fore

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

This item was placed on the agenda by Councilmember Craig Fore to discuss and consider possible action regarding options to save funds on the Sewer Treatment Plant bid.

City Council Agenda Form



Date Submitted: January 15, 2018

Agenda Date Requested: January 18, 2018

Project/Proposal Title: SEWER COLLECTION SYSTEM

**Award Sewer Collection System Contract to Capital Excavation
Approval of Change Order No. 1**

Council Action Requested:

- Ordinance
- Resolution
- Motion
- Discussion

Project/Proposal Summary:

According to the Texas Water Development Board (TWDB) regulations, the City Council, if it so desires, must approve the original base bid from Capital Excavation for the Sewer Collection System. Once approved, Council may consider a change order.

In April 2017 Capital Excavation was the second lowest bidder in the amount of \$3,251,450.00. Persons Services Company, LLC was the original low bidder in the amount of \$2,804,917.32. As you are aware, the loan from the TWDB was delayed several months and the original bid bonds expired for all bidders. Please see attached original bid totals.

After a few months of negotiations, Persons Service Company, LLC withdrew their bid. The City received clearance from the TWDB and Economic Development Administration (EDA) to negotiate with the second lowest bidder Capital Excavation. Due to the increased prices for labor, fuel and piping from Hurricane Harvey, Capital Excavation would not honor their original bid without a change order for these unexpected price increases. The proposed change order would increase the base bid by \$364,780.00 for a new total of \$3,616,230.00. Please see attached the proposed Change Order.

The attached summary of expenses will update the Council on the availability of funds if this bid and change order are approved.

01/12/2018
 170419A
 *** Joe Chesney

11:10
 WIMBERLEY WASTEWATER COLLECTION SYSTEM
 BID TOTALS

<u>BidItem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
GRAVITY ITEMS					
20	PIPE, 6" DIA. PVC TYPE (ALL DEPTHS) INC. EXC	6,650.000	LF	125.00	831,250.00
30	PIPE, 8" DIA. PVC TYPE (ALL DEPTHS) INC. EXC	4,050.000	LF	173.00	700,650.00
40	TRENCH EXCAVATION SAFETY PROTECTIVE S	12,300.000	LF	2.00	24,600.00
50	STANDARD PRE-CAST MANHOLE W/PRE-CAST	45.000	EA	7,500.00	337,500.00
60	EXTRA DEPTH OF MANHOLE, 4' DIA	233.000	VF	400.00	93,200.00
70	DROP MANHOLE W/PRE-CAST BASE, 4' DIA	12.000	EA	6,000.00	72,000.00
80	EXTRA DEPTH OF DROP MANHOLE, 4' DIA	80.000	VF	250.00	20,000.00
90	CEMENT STABILIZED BACKFILL, 6" DIA	65.000	LF	60.00	3,900.00
100	CEMENT STABILIZED BACKFILL, 8" DIA	30.000	LF	60.00	1,800.00
110	CEMENT STABILIZED BACKFILL, 4' DIA, MANH	10.000	EA	7,000.00	70,000.00
120	150 PSI PRESSURE CLASS PIPE, 6" DIA	375.000	LF	70.00	26,250.00
130	150 PSI PRESSURE CLASS PIPE, 9" DIA	1,050.000	LF	80.00	84,000.00
140	4" DIA. SHORT SANITARY SEWER CONNECTIO	39.000	EA	1,500.00	58,500.00
150	4" DIA. MEDIUMSANITARY SEWER CONNECTIO	69.000	EA	1,500.00	103,500.00
160	4" DIA. LONG SANITARY SEWER CONNECTION(	11.000	EA	2,000.00	22,000.00
FORCE MAIN					
180	RANCH ROAD PUMP STATION, VALVE VAULT&	1.000	LS	370,000.00	370,000.00
190	VALVES, GATE VALVE, 6" DIA	3.000	EA	2,500.00	7,500.00
200	PIPE 6" DIA. PVC TYPE (ALL DEPTHS), INCL EX	4,100.000	LF	70.00	287,000.00
210	TRENCH EXCAVATION SAFETY PROTECTIVE S	3,900.000	LF	2.00	7,800.00
220	PIPE 1.5" DIA. PVC TYPE (ALL DEPTHS), INC EX	1,000.000	LF	25.00	25,000.00
230	1.25' DIA. SANITARY SEWER LATERAL	7.000	EA	1,000.00	7,000.00
240	RESIDENTIAL GRINDER PUMP STATION	7.000	EA	12,000.00	84,000.00
250	GRINDER PUMP STATION ELECTRICAL ALLOW	7.000	EA	2,000.00	14,000.00
TOTAL AMOUNT BGID					\$3,251,450.00

01/12/2018
171409A
*** Joe Chesney

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wwcs rev3

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
GRAVITY ITEMS					
20	PIPE, 6" DIA. PVC TYPE (ALL DEPTHS) INC. EXC	6,650.000	LF	140.00	931,000.00
30	PIPE, 8" DIA. PVC TYPE (ALL DEPTHS) INC. EXC	4,050.000	LF	190.00	769,500.00
40	TRENCH EXCAVATION SAFETY PROTECTIVE S	12,300.000	LF	2.20	27,060.00
50	STANDARD PRE-CAST MANHOLE W/PRE-CAST	45.000	EA	8,500.00	382,500.00
60	EXTRA DEPTH OF MANHOLE, 4' DIA	233.000	VF	440.00	102,520.00
70	DROP MANHOLE W/PRE-CAST BASE, 4' DIA	12.000	EA	6,600.00	79,200.00
80	EXTRA DEPTH OF DROP MANHOLE, 4' DIA	80.000	VF	275.00	22,000.00
90	CEMENT STABILIZED BACKFILL, 6" DIA	65.000	LF	66.00	4,290.00
100	CEMENT STABILIZED BACKFILL, 8" DIA	30.000	LF	66.00	1,980.00
110	CEMENT STABILIZED BACKFILL, 4' DIA, MANH	10.000	EA	7,700.00	77,000.00
120	150 PSI PRESSURE CLASS PIPE, 6" DIA	375.000	LF	82.00	30,750.00
130	150 PSI PRESSURE CLASS PIPE, 9" DIA	1,050.000	LF	92.00	96,600.00
140	4" DIA. SHORT SANITARY SEWER CONNECTIO	39.000	EA	1,900.00	74,100.00
150	4" DIA. MEDIUMSANITARY SEWER CONNECTIO	69.000	EA	2,300.00	158,700.00
160	4" DIA. LONG SANITARY SEWER CONNECTION(	11.000	EA	2,900.00	31,900.00
FORCE MAIN					
180	RANCH ROAD PUMP STATION, VALVE VAULT&	1.000	LS	360,000.00	360,000.00
190	VALVES, GATE VALVE, 6" DIA	3.000	EA	2,750.00	8,250.00
200	PIPE 6" DIA. PVC TYPE (ALL DEPTHS), INCL EX	4,100.000	LF	77.00	315,700.00
210	TRENCH EXCAVATION SAFETY PROTECTIVE S	3,900.000	LF	2.20	8,580.00
220	PIPE 1.5" DIA. PVC TYPE (ALL DEPTHS), INC EX	1,000.000	LF	27.50	27,500.00
230	1.25' DIA. SANITARY SEWER LATERAL	7.000	EA	1,100.00	7,700.00
240	RESIDENTIAL GRINDER PUMP STATION	7.000	EA	12,000.00	84,000.00
250	GRINDER PUMP STATION ELECTRICAL ALLOW	7.000	EA	2,200.00	15,400.00
TOTAL AMOUNT BGID					\$3,616,230.00



CHANGE ORDER

PROJECT NOS.
1732-002-01

OWNER:	City of Wimberley
PROJECT	Central Wimberley Wastewater Collection System
CONTRACTOR:	Capital Excavation
ENGINEER:	Alan Plummer Associates, Inc.

CHANGE ORDER NO.: CO-01

DESCRIPTION:
INCREASE DUE
TO TIME DELAY
BETWEEN BID
DATE AND
CONTRACT
AWARD.

The compensation agreed upon in this Change Order is a full, complete and final payment for all costs the Contractor incurs as a result of or relating to this change, whether said costs are known, unknown, foreseen or unforeseen at this time, including without limitation, any costs for delay, extended overhead, ripple or impact costs, or any other effect on changed or unchanged work as a result of this change.

CHANGE ORDER WORK TO BE PERFORMED

Contract Modification	Time Extension (Calendar Days)	Increase/(Decrease) Amount
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SEE ATTACHMENT

TOTAL		\$364,780.00
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Original Contract Amount		\$3,251,450.00
Previous Change Order (s)		\$0.00
Net Increase in Contract Amount (this change order)		\$364,780.00

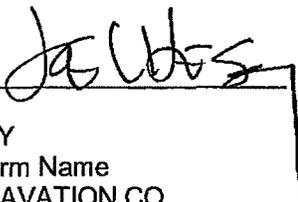
Revised Contract Amount		\$3,616,230.00
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Original Substantial Completion Date	365 days from NTP
Original Final Completion Date	45 days from Substantial
Previous Change Order (s)	0
New Increase in Contract Time (this change order)	0

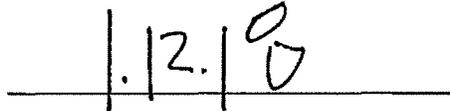
Revised Substantial Completion Date	365 days from NTP
Revised Final Completion Date	45 days from Substantial

**CHANGE ORDER
CO-XX**

Submitted by Contractor:



Typed Name
JOE CHESNEY
Contractor's Firm Name
CAPITAL EXCAVATION CO



Date

Recommended by Engineer:

APAI PM Name
Alan Plummer Associates, Inc.

Date

Recommend by:

Client Representative Name
Client Name

Date

Approved by:

Client Representative Name
Client Name

Date

01/12/2018
 170419A
 *** Joe Chesney

11:10
 WIMBERLEY WASTEWATER COLLECTION SYSTEM
 BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
GRAVITY ITEMS					
20	PIPE, 6" DIA. PVC TYPE (ALL DEPTHS) INC. EXC	6,650.000	LF	125.00	831,250.00
30	PIPE, 8" DIA. PVC TYPE (ALL DEPTHS) INC. EXC	4,050.000	LF	173.00	700,650.00
40	TRENCH EXCAVATION SAFETY PROTECTIVE S	12,300.000	LF	2.00	24,600.00
50	STANDARD PRE-CAST MANHOLE W/PRE-CAST	45.000	EA	7,500.00	337,500.00
60	EXTRA DEPTH OF MANHOLE, 4' DIA	233.000	VF	400.00	93,200.00
70	DROP MANHOLE W/PRE-CAST BASE, 4' DIA	12.000	EA	6,000.00	72,000.00
80	EXTRA DEPTH OF DROP MANHOLE, 4' DIA	80.000	VF	250.00	20,000.00
90	CEMENT STABILIZED BACKFILL, 6" DIA	65.000	LF	60.00	3,900.00
100	CEMENT STABILIZED BACKFILL, 8" DIA	30.000	LF	60.00	1,800.00
110	CEMENT STABILIZED BACKFILL, 4' DIA, MANH	10.000	EA	7,000.00	70,000.00
120	150 PSI PRESSURE CLASS PIPE, 6" DIA	375.000	LF	70.00	26,250.00
130	150 PSI PRESSURE CLASS PIPE, 9" DIA	1,050.000	LF	80.00	84,000.00
140	4" DIA. SHORT SANITARY SEWER CONNECTIO	39.000	EA	1,500.00	58,500.00
150	4" DIA. MEDIUMSANITARY SEWER CONNECTIO	69.000	EA	1,500.00	103,500.00
160	4" DIA. LONG SANITARY SEWER CONNECTION(	11.000	EA	2,000.00	22,000.00
FORCE MAIN					
180	RANCH ROAD PUMP STATION, VALVE VAULT&	1.000	LS	370,000.00	370,000.00
190	VALVES, GATE VALVE, 6" DIA	3.000	EA	2,500.00	7,500.00
200	PIPE 6" DIA. PVC TYPE (ALL DEPTHS), INCL EX	4,100.000	LF	70.00	287,000.00
210	TRENCH EXCAVATION SAFETY PROTECTIVE S	3,900.000	LF	2.00	7,800.00
220	PIPE 1.5" DIA. PVC TYPE (ALL DEPTHS), INC EX	1,000.000	LF	25.00	25,000.00
230	1.25' DIA. SANITARY SEWER LATERAL	7.000	EA	1,000.00	7,000.00
240	RESIDENTIAL GRINDER PUMP STATION	7.000	EA	12,000.00	84,000.00
250	GRINDER PUMP STATION ELECTRICAL ALLOW	7.000	EA	2,000.00	14,000.00
TOTAL AMOUNT BGID					\$3,251,450.00

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
GRAVITY ITEMS					
20	PIPE, 6" DIA. PVC TYPE (ALL DEPTHS) INC. EXC	6,650.000	LF	140.00	931,000.00
30	PIPE, 8" DIA. PVC TYPE (ALL DEPTHS) INC. EXC	4,050.000	LF	190.00	769,500.00
40	TRENCH EXCAVATION SAFETY PROTECTIVE S	12,300.000	LF	2.20	27,060.00
50	STANDARD PRE-CAST MANHOLE W/PRE-CAST	45.000	EA	8,500.00	382,500.00
60	EXTRA DEPTH OF MANHOLE, 4' DIA	233.000	VF	440.00	102,520.00
70	DROP MANHOLE W/PRE-CAST BASE, 4' DIA	12.000	EA	6,600.00	79,200.00
80	EXTRA DEPTH OF DROP MANHOLE, 4' DIA	80.000	VF	275.00	22,000.00
90	CEMENT STABILIZED BACKFILL, 6" DIA	65.000	LF	66.00	4,290.00
100	CEMENT STABILIZED BACKFILL, 8" DIA	30.000	LF	66.00	1,980.00
110	CEMENT STABILIZED BACKFILL, 4' DIA, MANH	10.000	EA	7,700.00	77,000.00
120	150 PSI PRESSURE CLASS PIPE, 6" DIA	375.000	LF	82.00	30,750.00
130	150 PSI PRESSURE CLASS PIPE, 9" DIA	1,050.000	LF	92.00	96,600.00
140	4" DIA. SHORT SANITARY SEWER CONNECTIO	39.000	EA	1,900.00	74,100.00
150	4" DIA. MEDIUMSANITARY SEWER CONNECTIO	69.000	EA	2,300.00	158,700.00
160	4" DIA. LONG SANITARY SEWER CONNECTION(	11.000	EA	2,900.00	31,900.00
FORCE MAIN					
180	RANCH ROAD PUMP STATION, VALVE VAULT&	1.000	LS	360,000.00	360,000.00
190	VALVES, GATE VALVE, 6" DIA	3.000	EA	2,750.00	8,250.00
200	PIPE 6" DIA. PVC TYPE (ALL DEPTHS), INCL EX	4,100.000	LF	77.00	315,700.00
210	TRENCH EXCAVATION SAFETY PROTECTIVE S	3,900.000	LF	2.20	8,580.00
220	PIPE 1.5" DIA. PVC TYPE (ALL DEPTHS), INC EX	1,000.000	LF	27.50	27,500.00
230	1.25' DIA. SANITARY SEWER LATERAL	7.000	EA	1,100.00	7,700.00
240	RESIDENTIAL GRINDER PUMP STATION	7.000	EA	12,000.00	84,000.00
250	GRINDER PUMP STATION ELECTRICAL ALLOW	7.000	EA	2,200.00	15,400.00
TOTAL AMOUNT BGID					\$3,616,230.00

WIMBERLEY SEWER PROJECT

Revenue

TWDB	\$5,255,000.00
EDA Grant	\$1,000,000.00
Way Foundation Grant	\$1,000,000.00
Principal Forgiveness Funds	<u>\$ 243,005.00</u>
TOTAL	\$7,498,005.00

Expenditures

Capital Excavation (Collection System)	\$3,616,230.00
Black Castle (Plant)	<u>\$3,068,900.00</u>
SUBTOTAL	\$6,685,130.00

Principal Forgiveness Funds – Administration Fees	\$ 5,102.90
Loan Document Fees	\$ 95,452.00
Bond Reserve	\$ 237,902.10
Escrow Agent Fees	<u>\$ 1,200.00</u>
SUBTOTAL	\$ 339,657.00
TOTAL EXPENDITURES	\$7,024,787.00

<u>Contingency</u>	\$ 473,218.00
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City Funds

EDA Administration	\$ 25,000
Project Inspection	<u>\$ 175,000</u>
TOTAL	\$ 200,000

Wastewater Funds

Bond Counsel Fees	\$	30,260.00
Financial Advisor Fees	\$	<u>38,689.50</u>
TOTAL	\$	68,949.50