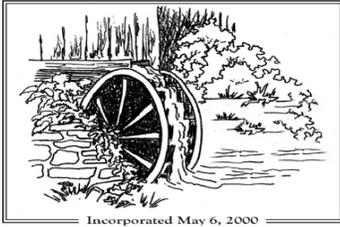


**REGULAR CITY
COUNCIL MEETING
PACKET**

Thursday, January 16, 2020

6:00 p.m.



City of Wimberley

221 Stillwater Drive, Wimberley, Texas 78676

REGULAR CITY COUNCIL MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER DRIVE, WIMBERLEY, TEXAS 78676
THURSDAY, JANUARY 16, 2020 – 6:00 P.M.

AGENDA

1. **CALL TO ORDER** January 16, 2020 at 6:00 p.m.
2. **CALL OF ROLL** City Secretary, Laura Calcote
3. **INVOCATION** Barnabas Connection Reverend, Sandy Londa
4. **PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG**

5. **CITIZENS COMMUNICATIONS**

The City Council welcomes comments from the general public 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. **DONATION AND POSSIBLE ACTION**

Discuss and consider possible action to accept a donation check in the amount of \$200.00 from the Wimberley Garden Club for Blue Hole Regional Park wildflower garden. (*Wimberley Garden Club President Becky Price*)

7. **PRESENTATIONS**

- 7.1. Presentation and consider possible action regarding plans for the Wimberley Community Civic Club's Wine Walk 2020 on Thursday, April 2, 2020. (*Wimberley Community Civic Club*)
- 7.2. Presentation and update from Langford Community Management Services, Inc. regarding HMGP/GLO projects. (*Judy Langford*)

8. CONSENT AGENDA

- 8.1. Approval of minutes from the Regular City Council Meeting held December 5, 2019.
- 8.2. Approval of minutes from the Special City Council Meeting held December 17, 2019.
- 8.3. Approval of the City of Wimberley Financial Statements for October 2019.
- 8.4. Approval of Place Two Council Member Craig Fore's appointment of Madonna Kimball to the Parks and Recreation Board.

9. BOARD, COMMISSION, COMMITTEE REPORT

Report from the Tourism Management and Development Committee (*Committee Chairperson Natalie Meeks*)

10. CITY ADMINISTRATOR REPORT

Updates regarding sales tax, road projects, communication and upcoming City events (*City Administrator Shawn Cox*)

11. DISCUSSION AND POSSIBLE ACTION

- 11.1. Discuss and consider possible action to approve a quote in the amount of \$1,403.00 from Event Wristbands for the purchase of 2020 swim season wristbands at Blue Hole Regional Park. (*Parks Operations and Programs Manager Richard Shaver*)
- 11.2. Discuss and consider possible action to approve a bid in the amount of \$6,322.50 from Centerline Supply, Inc. for two radar signs and one battery pack. (*Public Works Superintendent John Provost*)
- 11.3. Discuss and consider possible action to approve a bid in the amount of \$2,700.00 from Bartlett Tree Experts for tree trimming at both parking lots on Oak Street. (*Public Works Superintendent John Provost*)
- 11.4. Discuss and consider possible action to approve Ordinance No. 2020-01, ordering the General Election on Saturday, May 2, 2020, for the purpose of electing at-large a Mayor and Council members for Place Two and Place Four for the City of Wimberley City Council. (*City Secretary Laura Calcote*)
- 11.5. Discuss and consider possible action to approve a Contract for Election Services with the Hays County Elections Administrator to conduct the May 2, 2020 General Election for the City of Wimberley. (*City Secretary Laura Calcote*)
- 11.6. Discuss and consider possible action to approve a Joint Election Agreement between Hays County and the City of Wimberley. (*City Secretary Laura Calcote*)

- 11.7. Discuss and consider possible action to regarding the renewal of the Interlocal Cooperative Agreement between Hays County, Precinct 3 Constable and the City of Wimberley for law enforcement services. *(City Administrator Shawn Cox)*
- 11.8. Discuss and consider possible action to approve the first reading of Ordinance No. 2020-02, amending Chapter 11 (Traffic and Vehicles), Article 11.05 (Through Truck Traffic) of the Code of Ordinances of the City in order to prohibit through truck traffic through residential streets of the City; providing for an effective date; proper notice and meeting, severability and repealer.
- 11.9. Discuss and consider possible action regarding Alexis Pointe rainwater runoff. *(Mayor Susan Jagers)*
- 11.10. Discuss and consider possible action regarding a petition to adopt or abandon a city manager form of government. *(Mayor Susan Jagers)*
- 11.11. Discuss and consider possible action regarding rainwater collection. *(Place Four Council Member Gary Barchfeld)*
- 11.12. Discuss and consider possible action to approve a lease agreement for City storage in the amount of \$1,200.00, beginning February 1, 2020 and ending January 31, 2021. *(City Administrator Shawn Cox)*
- 11.13. Discuss and consider possible action to adopt Resolution No. 01-2020, authorizing the City of Wimberley to enter into a Municipal Maintenance Agreement with the Texas Department of Transportation. *(City Administrator Shawn Cox)*
- 11.14. Discuss and consider possible action regarding the status of the Central Wimberley Wastewater Project. *(City Administrator Shawn Cox)*

12. CITY COUNCIL REPORTS

- 12.1. Announcements
- 12.2. Future agenda items

13. 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 Wimberley City Hall, a place convenient and readily accessible to the general public at all times, and to the City's website, www.cityofwimberley.com, in compliance with Chapter 551, Texas Government Code, on Monday, January 13, 2020, by 6:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Laura J. Calcote

Laura J. Calcote, MPA, TRMC
City Secretary

The City of Wimberley is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please contact City Secretary Laura Calcote at (512) 847-0025 two business days in advance of the meeting for appropriate arrangements.





TO: The City of Wimberley
**FROM: Wimberley Community Civic Club
Wine Walk Committee**
RE: WCCC Wine Walk 2020

The Wimberley Community Civic Club is planning its fifth annual Wine Walk fundraiser, scheduled for Thursday, April 2, 2020 beginning at 6 p.m. As in years past, the event will include tastings from Texas wineries and food offerings from some of our incredible local vendors. Wine Walk is set to coincide with a Market Days weekend in hopes of attracting visitors for a long weekend in Wimberley. The last four years have seen this event grow in popularity, bringing over 1,000 participants to Blue Hole in 2019. We expect to exceed 1,000 participants for 2020. The Civic Club and its Spring Events, including Wine Walk, raised over \$30,000 last year, providing donations and grants to many deserving local groups (see attached).

This year we are planning to move Wine Walk back to downtown Wimberley to address the many requests we received from participants and local businesses. In order to ensure a smooth event, we will contain Wine Walk to a smaller area of Old Kyle Road.

Specifics of the event:

- Extensive local and regional advertising and promotion aimed at bringing guests to Wimberley for a long weekend
- Participation by approximately 20 Texas wineries and 7-10 food vendors, depending on availability
- Wineries and food vendors to be set up along Old Kyle Road and traffic to be closed off for the event
- A team of WCCC volunteers will plan, coordinate and oversee the event
- Live music to be scheduled throughout the event
- Trash receptacles to be provided by WCCC and WCCC volunteers will ensure that trash is bagged and prepped for pickup
- WCCC will secure event insurance



Wimberley Community Civic Club
501(c)3 www.wimberleyccc.org

We would request the City's support in the following regard:

- Permission to close Old Kyle Road from Ranch Road 12 to between address 282 and 284 on Old Kyle Road
- Barricades and cones for the road closure
- Assistance with event trash pick-up by designating an area for bagged trash and handling trash disposal
- City restrooms to be cleaned and stocked prior to the event
- Provide/cover the cost of additional restrooms to accommodate the event - 2 standard restrooms, 2 handicap-accessible restrooms and 2 hand washing stations (estimated cost \$675)
- Provide/cover cost for portable light rentals to permit safe access to parking areas (estimated cost \$400)
- Provide/cover cost of two utility golf carts to be utilized by WCCC committee members (estimated cost \$200)

Wine Walk's success over the past four years has been a benefit to the community across the board, attracting visitors, enhancing Wimberley's reputation in the "Texas Wine Country" and bringing neighbors together to enjoy our town's natural charm. We appreciate any and all support the City can give!

Sincerely,

Lauren Higgins

**Wimberley Community Civic Club
Wine Walk Committee Chair, 2020**



Wimberley Community Civic Club
501(c)3 www.wimberleyccc.org

Area Non-Profit Organizations Who Received Donations in 2019

Animal Referral Friends
Barnabas Connection
Camp Good Samaritan
Combined Community Action/Meals on Wheels
Crisis Bread Basket
Emily Ann Theater & Gardens
Fig Tree
Friends of Blue Hole
Friends of the Library
Gold Santa
Habitat for Humanity
Herb Society of America
Hill Country Community Band
Mini Equine 2 U
PAWS Shelter & Humane Society
Society of St. Vincent de Paul
Starlight Symphony
Veterans Memorial Plaza
Water Testing - Pete Anderson
Wimberley Adoption Group & Rescue - WAG
Wimberley Band Booster Club
Wimberley Chamber of Commerce
Wimberley Community Chorus
Wimberley Education Foundation
Wimberley EMS
Wimberley HS Academic Booster Club
Wimberley Players
Wimberley Ray of Hope Foundation
Wimberley Senior Citizens Activity
Wimberley Senior Craft Shop
Wimberley Valley Art League
Wimberley Valley Radio
Wimberley Youth Sports Association
Wimberley Valley Big Band
Amigos de Jesus
The Greater Mercy Foundation



Wimberley Community Civic Club
501(c)3 www.wimberleyccc.org

Scholarship Recipients in 2019

Wimberley High School

Anna Olmedo-Barraco

Even Mayhew

Avery Biggers

Amelia Jordan

Amber Hyde

Sydney Wright

Katherine Anne Porter School

Alexandra Dishman

Benevolent Fund

At each meeting members are encouraged to make small donations to the Hays-Caldwell Women's Center. At the close of the 2018-19 year, over \$800 was donated from Civic Club members in addition to several baskets of toiletries and personal items for shelter residents. Many served there have had to leave their homes with no more than the clothes they are wearing. Our donations help make their circumstances less difficult. Other groups needing emergency funds may also receive part of this fund as well.



Wimberley Community Civic Club

501(c)3 www.wimberleyccc.org



AGENDA ITEM: Consent Agenda
SUBMITTED BY: Laura Calcote, City Secretary
DATE SUBMITTED: January 13, 2020
MEETING DATE: January 16, 2020

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

- 8.1. Approval of minutes from the Regular City Council Meeting held December 5, 2019.
- 8.2. Approval of minutes from the Special City Council Meeting held December 17, 2019.
- 8.3. Approval of the City of Wimberley Financial Statements for October 2019.
- 8.4. Approval of Place Two Council Member Craig Fore’s appointment of Madonna Kimball to the Parks and Recreation Board. *(application attached)*

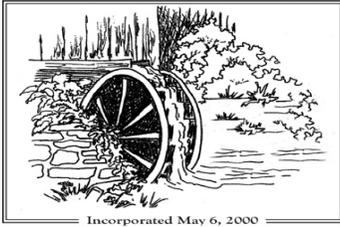
REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

- | | | | |
|-------------------|-------------------------------------|---------------------------|----|
| Budgeted Item | <input type="checkbox"/> | Original Estimate/Budget: | \$ |
| Non-budgeted Item | <input type="checkbox"/> | Current Estimate: | \$ |
| Not Applicable | <input checked="" type="checkbox"/> | Amount Under/Over Budget: | \$ |

STAFF RECOMMENDATION



City of Wimberley

221 Stillwater Drive, Wimberley, Texas 78676

REGULAR CITY COUNCIL MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER DRIVE, WIMBERLEY, TEXAS 78676
THURSDAY, DECEMBER 5, 2019 – 6:00 P.M.

MINUTES

CALL TO ORDER

Mayor, Susan Jagers, called the meeting to order at 6:00 p.m.

CALL OF ROLL

Council Members Present: Susan Jagers Mayor
Rebecca Minnick Place One
Craig Fore Place Two
Christine Byrne Place Three
Gary Barchfeld Place Four
Bo Bowman Place Five

City Staff Present: Shawn Cox City Administrator
Laura Calcote City Secretary
Sarah Griffin Deputy City Attorney
Terri Provost Community Center Director
John Provost Public Works Superintendent

INVOCATION

Chapel in the Hills Reverend, Jim Denham, gave the invocation.

PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG

Mayor, Susan Jagers, led the pledges to the United States and Texas flags.

CITIZENS COMMUNICATIONS

There were no citizen's comments.

EXECUTIVE SESSION

City Council adjourned into Executive Session at 6:03 p.m., in accordance with Texas Government Code, Chapter 551, Subchapter D, for the following purpose:

Section 551.071 (Consultation with Attorney) to receive legal advice regarding an Aqua Texas contract.

OPEN SESSION

Regular Session reconvened at 7:01 p.m.

No action was taken.

CONSENT AGENDA

Motion to approve the Consent Agenda, with the removal of Items 8.3. and 8.4., was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (5-0).

- 8.1. Approval of minutes from the Special City Council Meeting held November 18, 2019.
- 8.2. Approval of minutes from the Regular City Council Meeting held November 21, 2019.
- 8.3. Approval of Place Two Council Member Craig Fore's appointment of Lee Anne Bower to the Ethics Commission.
- 8.4. Approval of Place Two Council Member Craig Fore's appointment of Jesse Brown to the Parks and Recreation Board.
- 8.5. Approval of the City of Wimberley Financial Statements for September 2019.
- 8.6. Approval of the second and final reading of an ordinance of the City of Wimberley, Texas amending Chapter 12 (Utilities) Article 12.03 (On-Site Sewage Facilities), Section 12.03.007 (Local Rules) of the City of Wimberley Code of Ordinances; and providing for the following: findings of fact, a savings clause, a repealing clause, a severability clause, effective date, and proper notice and meeting.
- 8.7. Approval of the second and final reading of an ordinance of the City of Wimberley, Texas amending Chapter 9 (Planning & Development Regulations) Article 9.04 (Water Quality Protection), of the City of Wimberley Code of Ordinances; and providing for the following: findings of fact, a savings clause, a repealing clause, a severability clause, effective date, and proper notice and meeting.

BOARD, COMMISSION, COMMITTEE REPORT

Report from the Tourism Management and Development Committee (*Committee Chairperson Natalie Meeks*)

The report was not given, due to Ms. Meeks not being present.

CITY ADMINISTRATOR REPORT

City Administrator, Shawn Cox, provided updates pertaining to completed and upcoming road projects, including the Hidden Valley Bridge fish weir and wayfinding signage. Mr. Cox also noted upcoming City events. Constable, Ray Helm, reported on traffic enforcement efforts within the City. There was also discussion among Council members regarding storm water runoff at the Alexis Pointe assisted living facility.

DISCUSSION AND POSSIBLE ACTION

Wimberley Community Center Director, Terri Provost, presented Items 11.1. through 11.5. There was lengthy discussion among Mrs. Provost and Council concerning the agreements with

the Community Center and various community organizations. The agreements would be brought back at a later date for consideration. No action was taken on Items 11.1. through 11.5.

- 11.1. Discuss and consider possible action regarding the agreement between the Wimberley Community Center and the Wimberley Senior Citizens Activities, Inc. (*Community Center Director Terri Provost*)
- 11.2. Discuss and consider possible action regarding the agreement between the Wimberley Community Center and the Wimberley Valley Art League. (*Community Center Director Terri Provost*)
- 11.3. Discuss and consider possible action regarding the agreement between the Wimberley Community Center and the Wimberley Lions Club. (*Community Center Director Terri Provost*)
- 11.4. Discuss and consider possible action regarding the agreement between the Wimberley Community Center and the Wimberley Community Civic Club. (*Community Center Director Terri Provost*)
- 11.5. Discuss and consider possible action regarding the agreement between the Wimberley Community Center and Meals on Wheels. (*Community Center Director Terri Provost*)
- 11.6. Discuss and consider possible action to approve a bid in the amount of \$6,758.00 from Hays County for road shoulder stabilization on Leveritts Loop. (*Public Works Superintendent John Provost*)
Motion to approve a bid in the amount of \$6,758.00 from Hays County for road shoulder stabilization on Leveritts Loop was made by Council Member Rebecca Minnick. Motion was seconded by Council Member Bo Bowman. Motion carried unanimously (5-0).
- 11.7. Discuss and consider possible action to approve a bid in the amount of \$1,800.00 from Bartlett Tree Experts for tree trimming on Cypress Creek Lane. (*Public Works Superintendent John Provost*)
Motion to approve a bid in the amount of \$1,800.00 from Bartlett Tree Experts for tree trimming on Cypress Creek Lane was made by Council Member Christine Byrne. Motion was seconded by Council Member Bo Bowman. Motion carried unanimously (5-0).
- 11.8. Discuss and consider possible action regarding a City of Wimberley Oak Wilt Policy. (*Place Four Council Member Gary Barchfeld*)
Council members had a preliminary discussion pertaining to oak wilt within the City limits. Initiating an educational program regarding the topic, instead of enacting an ordinance, was also discussed. The matter would be brought back before Council in early 2020. No action was taken on this item.
- 11.9. Discuss and consider possible action regarding the City of Wimberley Boards, Commissions and Committees Handbook. (*City Secretary Laura Calcote*)

City Secretary, Laura Calcote, presented a draft City of Wimberley Boards, Commissions and Committees Handbook and received feedback from Council regarding the document. No action was taken on this item.

- 11.10. Discuss and consider possible action to approve an agreement with pulsar360 for the provision of Voice over Internet Protocol (VoIP) phone services. *(City Administrator Shawn Cox)*

Motion to approve an agreement with pulsar360 for the provision of Voice over Internet Protocol (VoIP) phone services was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Christine Byrne. Motion carried unanimously (5-0).

- 11.11. Discuss and consider possible action regarding City branding. *(City Administrator Shawn Cox)*

Motion to approve the City branding package from Spark Creative was made by Council Member Rebecca Minnick. Motion was seconded by Council Member Bo Bowman. Motion carried unanimously (5-0).

- 11.12. Discuss and consider possible action regarding the status of the Central Wimberley Wastewater Project. *(City Administrator Shawn Cox)*

City Administrator, Shawn Cox, provided an update regarding easements, construction, contracts and coordination with various state entities for the Central Wimberley Wastewater Project.

No action was taken on this item.

CITY COUNCIL REPORTS

- 12.1. Announcements – Council Member, Christine Byrne, stated the Planning and Zoning Commission Workshop held in November regarding the potential tree ordinance had been successful.

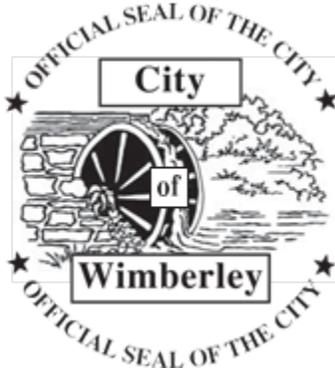
- 12.2. Future agenda items – Council Member, Craig Fore, requested the City's through truck ordinance be reviewed and amended, as necessary, at the next meeting. Council Member, Gary Barchfeld, requested a discussion item on the implemented rainwater collection ordinance. Mayor, Susan Jagers, requested an update regarding the General Land Office projects and an engineer assessment of the rainwater runoff at Alexis Pointe on the next agenda.

ADJOURNMENT

Motion to adjourn the meeting at 8:45 p.m. was made by Council Member Craig Fore. Motion was seconded by Council Member Gary Barchfeld. Motion carried unanimously (5-0).

RECORDED BY:

Laura J. Calcote, City Secretary



APPROVED BY:

Susan Jagers, Mayor

DRAFT



City of Wimberley

221 Stillwater Drive, Wimberley, Texas 78676

SPECIAL CITY COUNCIL MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER DRIVE, WIMBERLEY, TEXAS 78676
TUESDAY, DECEMBER 17, 2019 – 5:00 P.M.

MINUTES

CALL TO ORDER

Mayor Pro Tem, Rebecca Minnick, called the meeting to order at 5:00 p.m.

CALL OF ROLL

Council Members Present: Rebecca Minnick Place One
Craig Fore Place Two
Christine Byrne Place Three
Gary Barchfeld Place Four
Bo Bowman Place Five

Council Members Absent: Susan Jagers Mayor

City Staff Present: Shawn Cox City Administrator
Laura Calcote City Secretary

DISCUSSION AND POSSIBLE ACTION

- 3.1. Discuss and consider possible action to approve Change Order #4 from Capital Excavation providing for a total contract price of \$3,708,285.72.
There was discussion regarding the extension of the Capital Excavation contract and potential future change orders from the company.
Motion to approve Change Order #4 from Capital Excavation providing for a total contract price of \$3,708,285.72 was made by Council Member Craig Fore. Motion was seconded by Council Member Gary Barchfeld. Motion carried unanimously (5-0).
- 3.2. Discuss and consider possible action to approve an Interlocal Agreement with Hays County for floodplain administration services.
Motion to approve an Interlocal Agreement with Hays County for floodplain administration services, contingent upon the Hays County Commissioners Court, was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (5-0).
- 3.3. Discuss and consider possible action regarding the status of the Central Wimberley Wastewater Project.

City Administrator, Shawn Cox, advised on the possible piping routes being explored to cross the Cypress Creek and connect to the Aqua Texas system on the other side. Additionally, there was discussion regarding available funding for the Project, including Texas Water Development Board bonds, and the potential acquirement of easements.
No action was taken on this item.

EXECUTIVE SESSION

City Council adjourned into Executive Session at 5:34 p.m., in accordance with Texas Government Code, Chapter 551, Subchapter D, for the following purpose:

Section 551.072 (Deliberation Regarding Acquisition of Real Property) City Council will meet to discuss potential easements related to the Central Wimberley Wastewater Project.

OPEN SESSION

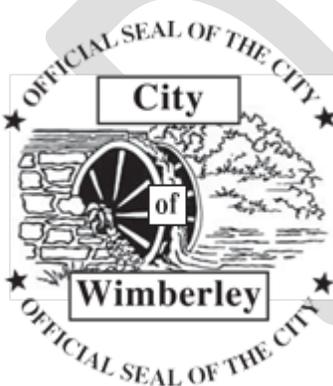
Regular Session reconvened at 5:56 p.m.
No action was taken.

ADJOURNMENT

Motion to adjourn the meeting at 5:56 p.m. was made by Council Member Craig Fore. Motion was seconded by Council Member Christine Byrne. Motion carried unanimously (5-0).

RECORDED BY:

Laura J. Calcote, City Secretary



APPROVED BY:

Susan Jagers, Mayor

BALANCE SHEET

Page: 1

12/17/2019

10:36 am

City of Wimberley

As of: 10/31/2019

Balances

Fund: 100 - General Fund

Assets

1011 Petty Cash	450.00
1020 General Checking - ONB	917,618.43
1021 Certificate of Deposit - Ozona	229,273.81
1030 Texpool	186,182.18
1050 Sales Tax Receivable	175,528.56
1052 Mixed Bev Taxes Receivable	0.00
1053 Franchise Taxes Receivable	16,803.56
1150 Accounts Receivable	1,652.56
1151 Allowance for Uncoll Acct Rec	0.00
1210 Prepaid Expenses	0.00
1302 Due from Municipal Court	4,212.40
1304 Due from BHP	1,485.74
1305 Due from OTHERS	0.00
1306 Due from WW	0.00
1307 Due from TML Claim Fund	0.00

Total Assets

1,533,207.24

Liabilities

2010 Accounts Payable	96,871.73
2015 WCC Security Deposits	5,700.00
2021 Accrued Wages Payable	0.00
2022 Payroll Deductions Payable	137.07
2023 TML IEBP Payable	1,705.56
2060 Payable to Hays County	0.00
2072 ICMA RC Payable	480.00
2073 TWC Payable	0.00
2074 TMRS Payable	2,183.51
2075 TCEQ Payable to State	230.00
2081 Due to Others	0.00
2082 Due to BHP	0.00
2086 Due to Wastewater	177,584.31

Total Liabilities

284,892.18

Reserves/Balances

3310 Nonspendable Prepaids	0.00
3410 Restricted Funds	17,844.43
3510 Committed FB - Public Works	559,053.00
3520 Committed FB - New City Hall	0.00
3530 Committed FB - W/W on Square	504,204.00
3540 Committed FB-Future Grant Matc	334,375.00
3600 Fund Balance - Uncommitted	-138,276.54
3601 Transfer	0.00
3602 Suspense	0.00
3650 Net Excess (Deficit)	-28,884.83

Total Reserves/Balances

1,248,315.06

BALANCE SHEET

Page: 2

12/17/2019

10:36 am

City of Wimberley

As of: 10/31/2019

Balances

Total Liabilities & Balances

1,533,207.24

REVENUE/EXPENDITURE REPORT

City of Wimberley

For the Period: 10/1/2019 to 10/31/2019	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 100 - General Fund							
Revenues							
Dept: 15 ADMINISTRATION							
5120 General Sales & Use Tax	875,000.00	875,000.00	82,061.58	82,061.58	0.00	792,938.42	9.4
5131 Mixed Beverage Tax	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.0
5171 Franchise Tax	275,000.00	275,000.00	0.00	0.00	0.00	275,000.00	0.0
5211 Beer & Wine Permits	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
5212 Food Permits	12,500.00	12,500.00	25.00	25.00	0.00	12,475.00	0.2
5213 Septic Permits	12,000.00	12,000.00	790.00	790.00	0.00	11,210.00	6.6
5219 Sign Permits	2,000.00	2,000.00	235.00	235.00	0.00	1,765.00	11.8
5221 Building Permits	26,500.00	26,500.00	4,942.50	4,942.50	0.00	21,557.50	18.7
5340 Grant Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5410 CC Convenience Fees	200.00	200.00	88.38	88.38	0.00	111.62	44.2
5411 Court Costs, Fees & Charges	1,000.00	1,000.00	1,630.00	1,630.00	0.00	-630.00	163.0
5413 Zoning	8,500.00	8,500.00	2,904.05	2,904.05	0.00	5,595.95	34.2
5414 Subdivision Fees	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
5415 Copies, Maps, Misc.	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5416 Building Inspections	22,000.00	22,000.00	9,320.00	9,320.00	0.00	12,680.00	42.4
5417 Bldg Plan Reviews	17,500.00	17,500.00	2,112.50	2,112.50	0.00	15,387.50	12.1
5475 WCC Facility Rentals	55,000.00	55,000.00	4,035.00	4,035.00	0.00	50,965.00	7.3
5611 Interest Revenues	1,000.00	1,000.00	361.30	361.30	0.00	638.70	36.1
5620 Parking Lot Lease	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5630 Restroom Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5701 Other/Misc	4,000.00	4,000.00	2,051.86	2,051.86	0.00	1,948.14	51.3
5799 Operating Transfer In	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5900 Designated Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5901 FEMA Designated Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.0
ADMINISTRATION	1,330,700.00	1,330,700.00	110,557.17	110,557.17	0.00	1,220,142.83	8.3
Revenues	1,330,700.00	1,330,700.00	110,557.17	110,557.17	0.00	1,220,142.83	8.3
Expenditures							
Dept: 15 ADMINISTRATION							
6110 Salaries & Wages- CityAdmin	95,000.00	95,000.00	5,115.54	5,115.54	0.00	89,884.46	5.4
6120 Salaries & Wages-CitySecretary	64,890.00	64,890.00	3,494.17	3,494.17	0.00	61,395.83	5.4
6130 Salaries & Wages-FinanceClerk	41,200.00	41,200.00	2,219.84	2,219.84	0.00	38,980.16	5.4
6210 Health Care	27,000.00	27,000.00	1,521.58	1,521.58	0.00	25,478.42	5.6
6220 Payroll Taxes	15,384.00	15,384.00	1,141.43	1,141.43	0.00	14,242.57	7.4
6230 TMRS Contributions	16,228.00	16,228.00	1,229.24	1,229.24	0.00	14,998.76	7.6
6250 Unemployment Compensation	487.00	487.00	0.00	0.00	0.00	487.00	0.0
6270 Annual/Assoc DUES	3,376.00	3,376.00	531.90	531.90	0.00	2,844.10	15.8
6340 Technician/Technology Consulta	5,034.00	5,034.00	1,500.00	1,500.00	0.00	3,534.00	29.8
6370 Contract Services	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6410 Utilities	7,080.00	7,080.00	568.09	568.09	0.00	6,511.91	8.0
6411 Telephones	2,880.00	2,880.00	318.60	318.60	0.00	2,561.40	11.1
6420 Office Cleaning	5,300.00	5,300.00	0.00	0.00	0.00	5,300.00	0.0
6430 Bldg Repairs/Maintenance	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
6433 Equipment Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6441 Storage Rental	4,620.00	4,620.00	100.00	100.00	0.00	4,520.00	2.2
6442 Water Cooler	600.00	600.00	61.49	61.49	0.00	538.51	10.2
6443 Equipment Rent/Lease	5,838.00	5,838.00	1,547.23	1,547.23	0.00	4,290.77	26.5
6444 Parking Lot Lease	1,200.00	1,200.00	100.00	100.00	0.00	1,100.00	8.3
6520 Insurance	26,650.00	26,650.00	24,896.90	24,896.90	0.00	1,753.10	93.4
6521 Security System	853.00	853.00	9.30	9.30	0.00	843.70	1.1
6531 Public Notices	5,000.00	5,000.00	1,613.28	1,613.28	0.00	3,386.72	32.3
6532 Office Tech/Software	16,979.00	16,979.00	3,909.25	3,909.25	0.00	13,069.75	23.0
6540 Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6551 Printing Services	500.00	500.00	0.00	0.00	0.00	500.00	0.0
6552 Copies/Misc	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6562 CC Processing Fees	200.00	200.00	92.22	92.22	0.00	107.78	46.1
6569 Vehicle Allowance/Moving Exp	6,000.00	6,000.00	500.00	500.00	0.00	5,500.00	8.3
6570 Travel/Hospitality	2,698.00	2,698.00	33.24	33.24	0.00	2,664.76	1.2
6571 Mileage	1,560.00	1,560.00	0.00	0.00	0.00	1,560.00	0.0

REVENUE/EXPENDITURE REPORT

City of Wimberley

For the Period: 10/1/2019 to 10/31/2019

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 100 - General Fund							
Expenditures							
Dept: 15 ADMINISTRATION							
6572 Training	1,050.00	1,050.00	764.00	764.00	0.00	286.00	72.8
6581 Refunds	500.00	500.00	0.00	0.00	0.00	500.00	0.0
6589 Records Management	0.00	0.00	141.40	141.40	0.00	-141.40	0.0
6610 Operating Supplies	2,000.00	2,000.00	299.42	299.42	0.00	1,700.58	15.0
6651 Postage/Shipping	1,000.00	1,000.00	29.29	29.29	0.00	970.71	2.9
6660 Office Supplies	3,000.00	3,000.00	108.57	108.57	0.00	2,891.43	3.6
6700 Bad Debt Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6790 Capital Outlay - Furnishings	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6791 Capital Outlay - Technology	13,750.00	13,750.00	6,700.00	6,700.00	0.00	7,050.00	48.7
6792 Capital Outlay - Other	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.0
6990 Operating Transfer Out	173,000.00	173,000.00	0.00	0.00	0.00	173,000.00	0.0
ADMINISTRATION	568,857.00	568,857.00	58,545.98	58,545.98	0.00	510,311.02	10.3
Dept: 16 LEGAL							
6350 Legal	190,000.00	190,000.00	9,361.61	9,361.61	0.00	180,638.39	4.9
LEGAL	190,000.00	190,000.00	9,361.61	9,361.61	0.00	180,638.39	4.9
Dept: 17 COUNCIL/BOARD							
6320 Bookkeeper (Contr. Labor)	16,200.00	16,200.00	1,350.00	1,350.00	0.00	14,850.00	8.3
6330 Audit Svs	18,875.00	18,875.00	0.00	0.00	0.00	18,875.00	0.0
6340 Technician/Technology Consulta	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
6382 Social Services Support	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6533 Public Information	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6541 Public Relations/Receptions	1,000.00	1,000.00	30.26	30.26	0.00	969.74	3.0
6572 Training	6,000.00	6,000.00	185.00	185.00	0.00	5,815.00	3.1
6590 Elections	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
6591 Planning	0.00	0.00	0.00	0.00	0.00	0.00	0.0
COUNCIL/BOARD	58,075.00	58,075.00	1,565.26	1,565.26	0.00	56,509.74	2.7
Dept: 18 BUILDING							
6360 Contract Inspections	30,000.00	30,000.00	4,162.50	4,162.50	0.00	25,837.50	13.9
6582 Site Plan Reviews	8,000.00	8,000.00	1,012.50	1,012.50	0.00	6,987.50	12.7
BUILDING	38,000.00	38,000.00	5,175.00	5,175.00	0.00	32,825.00	13.6
Dept: 21 PUBLIC SAFETY							
6370 Contract Services	75,524.00	75,524.00	18,743.00	18,743.00	0.00	56,781.00	24.8
6371 Sanitarian (Contract Labor)	30,000.00	30,000.00	3,310.67	3,310.67	0.00	26,689.33	11.0
6373 Animal Control	6,000.00	6,000.00	6,000.00	6,000.00	0.00	0.00	100.0
6574 Event Services	1,750.00	1,750.00	0.00	0.00	0.00	1,750.00	0.0
PUBLIC SAFETY	113,274.00	113,274.00	28,053.67	28,053.67	0.00	85,220.33	24.8
Dept: 25 MUNICIPAL COURT							
6270 Annual/Assoc DUES	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6380 Municipal Court Judge	4,000.00	4,000.00	333.33	333.33	0.00	3,666.67	8.3
6381 City Prosecutor	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
6532 Office Tech/Software	4,200.00	4,200.00	0.00	0.00	0.00	4,200.00	0.0
6570 Travel/Hospitality	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6572 Training	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6610 Operating Supplies	750.00	750.00	0.00	0.00	0.00	750.00	0.0
6651 Postage/Shipping	0.00	0.00	0.00	0.00	0.00	0.00	0.0
MUNICIPAL COURT	13,950.00	13,950.00	333.33	333.33	0.00	13,616.67	2.4
Dept: 30 PUBLIC WORKS							
6150 Salaries & Wages-PW Code Enfor	41,200.00	41,200.00	2,354.00	2,354.00	0.00	38,846.00	5.7
6160 Salaries & Wages - GIS/PlanTec	59,483.00	59,483.00	3,188.90	3,188.90	0.00	56,294.10	5.4
6180 Salaries & Wages-Park Maint.	15,450.00	15,450.00	927.00	927.00	0.00	14,523.00	6.0
6210 Health Care	18,000.00	18,000.00	1,429.85	1,429.85	0.00	16,570.15	7.9
6220 Payroll Taxes	8,884.00	8,884.00	681.55	681.55	0.00	8,202.45	7.7
6230 TMRS Contributions	9,372.00	9,372.00	606.86	606.86	0.00	8,765.14	6.5
6250 Unemployment Compensation	487.00	487.00	4.29	4.29	0.00	482.71	0.9

REVENUE/EXPENDITURE REPORT

City of Wimberley

For the Period: 10/1/2019 to 10/31/2019

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 100 - General Fund							
Expenditures							
Dept: 30 PUBLIC WORKS							
6270 Annual/Assoc DUES	385.00	385.00	165.00	165.00	0.00	220.00	42.9
6431 Vehicle Maint/Insurance	600.00	600.00	37.79	37.79	0.00	562.21	6.3
6532 Office Tech/Software	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6570 Travel/Hospitality	650.00	650.00	0.00	0.00	0.00	650.00	0.0
6571 Mileage	275.00	275.00	0.00	0.00	0.00	275.00	0.0
6572 Training	350.00	350.00	0.00	0.00	0.00	350.00	0.0
6583 Fuel	2,000.00	2,000.00	81.67	81.67	0.00	1,918.33	4.1
6610 Operating Supplies	1,500.00	1,500.00	177.55	177.55	0.00	1,322.45	11.8
6612 Tools	500.00	500.00	0.00	0.00	0.00	500.00	0.0
6794 Capital Outlay - Equipmt/Other	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6795 Capital Outlay - Roads	0.00	0.00	0.00	0.00	0.00	0.00	0.0
PUBLIC WORKS	159,136.00	159,136.00	9,654.46	9,654.46	0.00	149,481.54	6.1
Dept: 31 ROADS							
6370 Contract Services	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6372 Survey Services	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6432 Road Maintenance	80,000.00	80,000.00	7,203.00	7,203.00	0.00	72,797.00	9.0
6433 Equipment Maintenance	250.00	250.00	0.00	0.00	0.00	250.00	0.0
6470 Engineering - Roads	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
6584 Mowing/Trimming	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
6611 Signs/Barricades	3,000.00	3,000.00	782.50	782.50	0.00	2,217.50	26.1
6792 Capital Outlay - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6795 Capital Outlay - Roads	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
ROADS	203,250.00	203,250.00	7,985.50	7,985.50	0.00	195,264.50	3.9
Dept: 33 WATER/WASTEWATER							
6561 State Sanitations Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6586 Quality Testing WW	2,600.00	2,600.00	0.00	0.00	0.00	2,600.00	0.0
6588 Public Restroom WW	36,000.00	36,000.00	2,517.14	2,517.14	0.00	33,482.86	7.0
6793 Capital Outlay - RR Trailer	0.00	0.00	0.00	0.00	0.00	0.00	0.0
WATER/WASTEWATER	38,600.00	38,600.00	2,517.14	2,517.14	0.00	36,082.86	6.5
Dept: 51 COMMUNITY CENTER							
6140 Salaries & Wages- Director	40,000.00	40,000.00	2,301.19	2,301.19	0.00	37,698.81	5.8
6180 Salaries & Wages-Park Maint.	30,900.00	30,900.00	1,484.63	1,484.63	0.00	29,415.37	4.8
6210 Health Care	9,000.00	9,000.00	712.12	712.12	0.00	8,287.88	7.9
6220 Payroll Taxes	5,424.00	5,424.00	395.68	395.68	0.00	5,028.32	7.3
6230 TMRS Contributions	5,722.00	5,722.00	255.34	255.34	0.00	5,466.66	4.5
6250 Unemployment Compensation	487.00	487.00	3.32	3.32	0.00	483.68	0.7
6270 Annual/Assoc DUES	100.00	100.00	0.00	0.00	0.00	100.00	0.0
6370 Contract Services	0.00	0.00	138.75	138.75	0.00	-138.75	0.0
6410 Utilities	18,140.00	18,140.00	2,164.35	2,164.35	0.00	15,975.65	11.9
6411 Telephones	720.00	720.00	134.81	134.81	0.00	585.19	18.7
6430 Bldg Repairs/Maintenance	5,000.00	5,000.00	341.06	341.06	0.00	4,658.94	6.8
6443 Equipment Rent/Lease	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6521 Security System	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
6532 Office Tech/Software	2,422.00	2,422.00	174.97	174.97	0.00	2,247.03	7.2
6540 Advertising	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
6541 Public Relations/Receptions	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6551 Printing Services	250.00	250.00	0.00	0.00	0.00	250.00	0.0
6610 Operating Supplies	3,000.00	3,000.00	119.28	119.28	0.00	2,880.72	4.0
6651 Postage/Shipping	100.00	100.00	0.00	0.00	0.00	100.00	0.0
6660 Office Supplies	500.00	500.00	26.98	26.98	0.00	473.02	5.4
6794 Capital Outlay - Equipmt/Other	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
6797 Capital Outlay - Facilities	25,000.00	25,000.00	7,900.00	7,900.00	0.00	17,100.00	31.6
COMMUNITY CENTER	153,265.00	153,265.00	16,152.48	16,152.48	0.00	137,112.52	10.5
Dept: 52 PARKS							
6410 Utilities	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
6430 Bldg Repairs/Maintenance	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0

REVENUE/EXPENDITURE REPORT

City of Wimberley

For the Period: 10/1/2019 to 10/31/2019	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 100 - General Fund							
Expenditures							
Dept: 52 PARKS							
6585 NATURE TL / OLD BALDY	0.00	0.00	97.57	97.57	0.00	-97.57	0.0
6610 Operating Supplies	600.00	600.00	0.00	0.00	0.00	600.00	0.0
PARKS	4,100.00	4,100.00	97.57	97.57	0.00	4,002.43	2.4
Dept: 90 Prior Period Adjustment							
9000 Prior Period Adjustment	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Prior Period Adjustment	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Expenditures	1,540,507.00	1,540,507.00	139,442.00	139,442.00	0.00	1,401,065.00	9.1
Net Effect for General Fund	-209,807.00	-209,807.00	-28,884.83	-28,884.83	0.00	-180,922.17	13.8
Change in Fund Balance:			-28,884.83				

BALANCE SHEET

Page: 3
12/17/2019
8:50 am

City of Wimberley

As of: 10/31/2019

Balances

Fund: 200 - Blue Hole Parkland

Assets

1011 Petty Cash	95.00
1020 General Checking - ONB	0.00
1022 BH Parkland - ONB	575,431.61
1301 Due from General	0.00

<u>Total Assets</u>	<u>575,526.61</u>
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Liabilities

2010 Accounts Payable	4,788.97
2016 BHP Security Deposits	500.00
2021 Accrued Wages Payable	0.00
2022 Payroll Deductions Payable	1,292.14
2071 Sales Tax Payable	339.84
2072 ICMA RC Payable	412.33
2073 TWC Payable	0.00
2074 TMRS Payable	582.12
2080 Due to General	0.00
2081 Due to Others	0.00

<u>Total Liabilities</u>	<u>7,915.40</u>
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Reserves/Balances

3600 Fund Balance - Uncommitted	593,099.74
3601 Transfer	0.00
3650 Net Excess (Deficit)	-25,488.53

<u>Total Reserves/Balances</u>	<u>567,611.21</u>
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<u>Total Liabilities & Balances</u>	<u>575,526.61</u>
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REVENUE/EXPENDITURE REPORT

City of Wimberley

For the Period: 10/1/2019 to 10/31/2019

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 200 - Blue Hole Parkland							
Revenues							
Dept: 52 PARKS							
5472 Reservations/Gate Fees	350,000.00	350,000.00	-1,586.00	-1,586.00	0.00	351,586.00	-0.5
5474 Facility Rentals	15,000.00	15,000.00	900.00	900.00	0.00	14,100.00	6.0
5476 Special Events	66,000.00	66,000.00	200.00	200.00	0.00	65,800.00	0.3
5479 Vending/Merchandise	7,500.00	7,500.00	43.30	43.30	0.00	7,456.70	0.6
5611 Interest Revenues	150.00	150.00	25.65	25.65	0.00	124.35	17.1
5701 Other/Misc	6,500.00	6,500.00	361.22	361.22	0.00	6,138.78	5.6
5799 Operating Transfer In	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5900 Designated Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.0
PARKS	445,150.00	445,150.00	-55.83	-55.83	0.00	445,205.83	0.0
Revenues	445,150.00	445,150.00	-55.83	-55.83	0.00	445,205.83	0.0
Expenditures							
Dept: 52 PARKS							
6140 Salaries & Wages- Director	54,075.00	54,075.00	0.00	0.00	0.00	54,075.00	0.0
6141 Salaries & Wages- Park Manager	0.00	0.00	2,911.81	2,911.81	0.00	-2,911.81	0.0
6180 Salaries & Wages-Park Maint.	37,853.00	37,853.00	2,038.40	2,038.40	0.00	35,814.60	5.4
6181 Salaries & Wages - Part-Time	107,177.00	107,177.00	2,817.01	2,817.01	0.00	104,359.99	2.6
6182 Salaries & Wages - Laborer	28,840.00	28,840.00	1,552.32	1,552.32	0.00	27,287.68	5.4
6183 Salaries & Wages-Op & Prog Mgr	31,930.00	31,930.00	1,719.20	1,719.20	0.00	30,210.80	5.4
6210 Health Care	36,000.00	36,000.00	2,852.46	2,852.46	0.00	33,147.54	7.9
6220 Payroll Taxes	19,880.00	19,880.00	1,208.17	1,208.17	0.00	18,671.83	6.1
6230 TMRS Contributions	12,323.00	12,323.00	921.06	921.06	0.00	11,401.94	7.5
6250 Unemployment Compensation	1,299.00	1,299.00	53.03	53.03	0.00	1,245.97	4.1
6374 Contract Services	36,400.00	36,400.00	2,925.00	2,925.00	0.00	33,475.00	8.0
6410 Utilities	15,000.00	15,000.00	1,132.02	1,132.02	0.00	13,867.98	7.5
6411 Telephones	2,400.00	2,400.00	226.16	226.16	0.00	2,173.84	9.4
6431 Vehicle Maint/Insurance	500.00	500.00	7.50	7.50	0.00	492.50	1.5
6433 Equipment Maintenance	500.00	500.00	0.00	0.00	0.00	500.00	0.0
6443 Equipment Rent/Lease	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
6532 Office Tech/Software	1,900.00	1,900.00	0.00	0.00	0.00	1,900.00	0.0
6562 CC Processing Fees	13,000.00	13,000.00	-59.15	-59.15	0.00	13,059.15	-0.5
6570 Travel/Hospitality	3,175.00	3,175.00	0.00	0.00	0.00	3,175.00	0.0
6571 Mileage	600.00	600.00	0.00	0.00	0.00	600.00	0.0
6572 Training	2,800.00	2,800.00	0.00	0.00	0.00	2,800.00	0.0
6581 Refunds	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
6583 Fuel	800.00	800.00	86.35	86.35	0.00	713.65	10.8
6584 Mowing/Trimming	500.00	500.00	0.00	0.00	0.00	500.00	0.0
6610 Operating Supplies	20,000.00	20,000.00	529.39	529.39	0.00	19,470.61	2.6
6613 Materials	4,000.00	4,000.00	8.99	8.99	0.00	3,991.01	0.2
6615 Bldg & Maint Supplies	1,500.00	1,500.00	695.92	695.92	0.00	804.08	46.4
6651 Postage/Shipping	300.00	300.00	0.00	0.00	0.00	300.00	0.0
6660 Office Supplies	500.00	500.00	1,026.16	1,026.16	0.00	-526.16	205.2
6794 Capital Outlay - Equipmt/Other	3,200.00	3,200.00	2,780.90	2,780.90	0.00	419.10	86.9
6990 Operating Transfer Out	0.00	0.00	0.00	0.00	0.00	0.00	0.0
PARKS	438,452.00	438,452.00	25,432.70	25,432.70	0.00	413,019.30	5.8
Expenditures	438,452.00	438,452.00	25,432.70	25,432.70	0.00	413,019.30	5.8
Net Effect for Blue Hole Parkland	6,698.00	6,698.00	-25,488.53	-25,488.53	0.00	32,186.53	-380.5
Change in Fund Balance:			-25,488.53				

BALANCE SHEET

Page: 4
12/17/2019
8:50 am

City of Wimberley

As of: 10/31/2019

Balances

Fund: 201 - Municipal Court

Assets

1023 Municipal Court - ONB	7,234.01
1024 MC Bonds - ONB	76.00

Total Assets 7,310.01

Liabilities

2010 Accounts Payable	0.00
2076 MC Payable to State	1,059.99
2080 Due to General	4,212.40

Total Liabilities 5,272.39

Reserves/Balances

3600 Fund Balance - Uncommitted	1,872.37
3601 Transfer	0.00
3650 Net Excess (Deficit)	165.25

Total Reserves/Balances 2,037.62

Total Liabilities & Balances 7,310.01

REVENUE/EXPENDITURE REPORT

City of Wimberley

For the Period: 10/1/2019 to 10/31/2019

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 201 - Municipal Court							
Revenues							
Dept: 00							
5410 CC Convenience Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5514 Court Technology	0.00	0.00	44.00	44.00	0.00	-44.00	0.0
5515 Court Bldg Security	0.00	0.00	33.00	33.00	0.00	-33.00	0.0
5516 Child Safety	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5517 Judicial Efficiency	0.00	0.00	6.60	6.60	0.00	-6.60	0.0
5611 Interest Revenues	0.00	0.00	0.85	0.85	0.00	-0.85	0.0
5701 Other/Misc	0.00	0.00	80.80	80.80	0.00	-80.80	0.0
Dept: 00	0.00	0.00	165.25	165.25	0.00	-165.25	0.0
Revenues	0.00	0.00	165.25	165.25	0.00	-165.25	0.0
Expenditures							
Dept: 00							
6532 Office Tech/Software	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6551 Printing Services	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6589 Records Management	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6614 Signage	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6660 Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6790 Capital Outlay - Furnishings	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6791 Capital Outlay - Technology	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Net Effect for Municipal Court	0.00	0.00	165.25	165.25	0.00	-165.25	0.0
Change in Fund Balance:			165.25				

BALANCE SHEET

City of Wimberley

As of: 10/31/2019

Balances

Fund: 202 - Wastewater Fund

Assets

1027 Wastewater - ONB	133,647.12
1028 WW Construction Fund	12,973.33
1029 WW Int & Sinking Fund	101,037.41
1150 Accounts Receivable	618.00
1152 Tax Notes 2013-Restricted Cash	31,784.08
1301 Due from General	0.00
1310 Due from WW Project Fund	68,549.50
1729 WW Reclamation Facility	564,015.37
1730 Utility Plant - WW	223,970.00
1731 Accumulated Deprec.-Bldgs	-39,621.50

<u>Total Assets</u>	<u>1,096,973.31</u>
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Liabilities

2010 Accounts Payable	47,843.99
2080 Due to General	0.00
2140 Accrued Interest Payable	2,041.92
2240 Notes Payable - Current	124,431.00
2550 Notes Payable - Utility Plant	0.00
2551 Notes Payable-Tax Notes 2013	95,000.00

<u>Total Liabilities</u>	<u>269,316.91</u>
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Reserves/Balances

3600 Fund Balance - Uncommitted	311,833.78
3601 Transfer	0.00
3610 Net Invest in Capital Assets	514,814.52
3650 Net Excess (Deficit)	1,008.10

<u>Total Reserves/Balances</u>	<u>827,656.40</u>
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<u>Total Liabilities & Balances</u>	<u>1,096,973.31</u>
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REVENUE/EXPENDITURE REPORT

City of Wimberley

For the Period: 10/1/2019 to 10/31/2019

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 202 - Wastewater Fund							
Revenues							
Dept: 04 WATER/WASTEWATER							
5340 Grant Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5400 WW Service Fees	116,789.00	116,789.00	9,898.00	9,898.00	0.00	106,891.00	8.5
5611 Interest Revenues	75.00	75.00	10.38	10.38	0.00	64.62	13.8
5789 Revenue Bond Transfer In	101,025.00	101,025.00	0.00	0.00	0.00	101,025.00	0.0
5799 Operating Transfer In	173,000.00	173,000.00	0.00	0.00	0.00	173,000.00	0.0
WATER/WASTEWATER	390,889.00	390,889.00	9,908.38	9,908.38	0.00	380,980.62	2.5
Revenues	390,889.00	390,889.00	9,908.38	9,908.38	0.00	380,980.62	2.5
Expenditures							
Dept: 04 WATER/WASTEWATER							
6270 Annual/Assoc DUES	1,250.00	1,250.00	0.00	0.00	0.00	1,250.00	0.0
6374 Contract Services	116,492.00	116,492.00	8,176.39	8,176.39	0.00	108,315.61	7.0
6410 Utilities	6,000.00	6,000.00	723.89	723.89	0.00	5,276.11	12.1
6411 Telephones	1,800.00	1,800.00	0.00	0.00	0.00	1,800.00	0.0
6792 Capital Outlay - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6797 Capital Outlay - Facilities	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6799 Project Manager-WW Project	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.0
6800 Depreciation	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6900 Wastewater Debt Service - Prin	255,000.00	255,000.00	0.00	0.00	0.00	255,000.00	0.0
6901 Wastewater Debt Service - Int	87,673.00	87,673.00	0.00	0.00	0.00	87,673.00	0.0
6990 Operating Transfer Out	0.00	0.00	0.00	0.00	0.00	0.00	0.0
WATER/WASTEWATER	498,215.00	498,215.00	8,900.28	8,900.28	0.00	489,314.72	1.8
Expenditures	498,215.00	498,215.00	8,900.28	8,900.28	0.00	489,314.72	1.8
Net Effect for Wastewater Fund	-107,326.00	-107,326.00	1,008.10	1,008.10	0.00	-108,334.10	-0.9
Change in Fund Balance:			1,008.10				

BALANCE SHEET

City of Wimberley

As of: 10/31/2019

Balances

Fund: 205 - Hotel Occupancy Tax

Assets

1019 Hotel Occupancy Tax	142,279.29
1055 Hotel Occupancy Receivable	0.00
1301 Due from General	0.00
1305 Due from OTHERS	0.00
1210 Prepaid Expenses	0.00

Total Assets 142,279.29

Liabilities

2010 Accounts Payable	344.26
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Total Liabilities 344.26

Reserves/Balances

3310 Nonspendable Prepaids	10,091.00
3560 FB Committed-Emergency Plan	5,000.00
3600 Fund Balance - Uncommitted	126,837.99
3650 Net Excess (Deficit)	6.04

Total Reserves/Balances 141,935.03

Total Liabilities & Balances 142,279.29

REVENUE/EXPENDITURE REPORT

City of Wimberley

For the Period: 10/1/2019 to 10/31/2019

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 205 - Hotel Occupancy Tax							
Revenues							
Dept: 15 ADMINISTRATION							
5132 Hotel Occupancy Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5611 Interest Revenues	0.00	0.00	6.04	6.04	0.00	-6.04	0.0
ADMINISTRATION	0.00	0.00	6.04	6.04	0.00	-6.04	0.0
Revenues	0.00	0.00	6.04	6.04	0.00	-6.04	0.0
Expenditures							
Dept: 15 ADMINISTRATION							
6135 Salaries & Wages - HOT	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6210 Health Care	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6220 Payroll Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6230 TMRS Contributions	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6250 Unemployment Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6270 Annual/Assoc DUES	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6370 Contract Services	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6551 Printing Services	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6570 Travel/Hospitality	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6572 Training	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6592 HOT Disbursements	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6610 Operating Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6651 Postage/Shipping	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6660 Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6791 Capital Outlay - Technology	0.00	0.00	0.00	0.00	0.00	0.00	0.0
ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Net Effect for Hotel Occupancy Tax	0.00	0.00	6.04	6.04	0.00	-6.04	0.0
Change in Fund Balance:			6.04				

BALANCE SHEET

City of Wimberley

As of: 10/31/2019

Balances

Fund: 600 - BHP Development Projects

Assets

1025 BH Development - ONB

18,785.53

Total Assets

18,785.53

Liabilities

2010 Accounts Payable

0.00

Total Liabilities

0.00

Reserves/Balances

3550 FB Committed - Soccer Fields

109,279.00

3600 Fund Balance - Uncommitted

-90,495.86

3650 Net Excess (Deficit)

2.39

Total Reserves/Balances

18,785.53

Total Liabilities & Balances

18,785.53

REVENUE/EXPENDITURE REPORT

City of Wimberley

For the Period: 10/1/2019 to 10/31/2019

Original Bud. Amended Bud. YTD Actual CURR MTH Encumb. YTD UnencBal % Bud

Fund: 600 - BHP Development Projects

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Revenues							
Dept: 00							
5611 Interest Revenues	20.00	20.00	2.39	2.39	0.00	17.61	12.0
Dept: 00	20.00	20.00	2.39	2.39	0.00	17.61	12.0
Revenues	20.00	20.00	2.39	2.39	0.00	17.61	12.0
Expenditures							
Dept: 00							
6589 Records Management	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6794 Capital Outlay - Equipmt/Other	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6797 Capital Outlay - Facilities	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6798 Capital Outlay-Development	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Net Effect for BHP Development Projects	20.00	20.00	2.39	2.39	0.00	17.61	12.0
Change in Fund Balance:			2.39				

BALANCE SHEET

Page: 8

12/17/2019

8:50 am

City of Wimberley

As of: 10/31/2019

Balances

Fund: 602 - DONATIONS/SIDEWALKS

Assets

1026 Donations/Sidewalks

5,027.27

Total Assets

5,027.27

Reserves/Balances

3600 Fund Balance - Uncommitted

5,027.06

3650 Net Excess (Deficit)

0.21

Total Reserves/Balances

5,027.27

Total Liabilities & Balances

5,027.27

REVENUE/EXPENDITURE REPORT

City of Wimberley

For the Period: 10/1/2019 to 10/31/2019	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 602 - DONATIONS/SIDEWALKS							
Revenues							
Dept: 00							
5611 Interest Revenues	2.00	2.00	0.21	0.21	0.00	1.79	10.5
5701 Other/Misc	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 00	2.00	2.00	0.21	0.21	0.00	1.79	10.5
Revenues	2.00	2.00	0.21	0.21	0.00	1.79	10.5
Expenditures							
Dept: 00							
6589 Records Management	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Net Effect for DONATIONS/SIDEWALKS	2.00	2.00	0.21	0.21	0.00	1.79	10.5
Change in Fund Balance:			0.21				

BALANCE SHEET

Page: 9

12/17/2019

8:50 am

City of Wimberley

As of: 10/31/2019

Balances

Fund: 604 - WW Collection & Treatment Plan

Assets

1032 WW Bond Reserve Funds	385,157.27
1033 BOK Financial (82-2435-02-0)	250,213.41
1034 BOK Financial (82-2435-01-2)	2,378,188.98
1301 Due from General	177,584.31
1728 WW Project - Const in Progress	2,021,785.14

<u>Total Assets</u>	<u>5,212,929.11</u>
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Liabilities

2010 Accounts Payable	385.00
2011 Debt Forgiveness Funds	243,005.00
2081 Due to Others	68,549.50
2140 Accrued Interest Payable	21,385.00
2560 N TX General Obligation	5,100,000.00
2561 Bonds - Current	155,000.00

<u>Total Liabilities</u>	<u>5,588,324.50</u>
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Reserves/Balances

3600 Fund Balance - Uncommitted	-283,421.41
3601 Transfer	0.00
3610 Net Invest in Capital Assets	-95,451.86
3650 Net Excess (Deficit)	3,477.88

<u>Total Reserves/Balances</u>	<u>-375,395.39</u>
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<u>Total Liabilities & Balances</u>	<u>5,212,929.11</u>
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REVENUE/EXPENDITURE REPORT

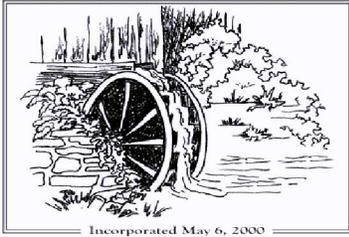
City of Wimberley

For the Period: 10/1/2019 to 10/31/2019

Original Bud. Amended Bud. YTD Actual CURR MTH Encumb. YTD UnencBal % Bud

Fund: 604 - WW Collection & Treatment Plan

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Revenues							
Dept: 04 WATER/WASTEWATER							
5340 Grant Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5611 Interest Revenues	0.00	0.00	86.32	86.32	0.00	-86.32	0.0
5612 Investment Income	0.00	0.00	3,584.06	3,584.06	0.00	-3,584.06	0.0
5902 WW Bond Reserve Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.0
WATER/WASTEWATER	0.00	0.00	3,670.38	3,670.38	0.00	-3,670.38	0.0
Revenues	0.00	0.00	3,670.38	3,670.38	0.00	-3,670.38	0.0
Expenditures							
Dept: 00							
6999 Contra Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 04 WATER/WASTEWATER							
6589 Records Management	0.00	0.00	192.50	192.50	0.00	-192.50	0.0
6792 Capital Outlay - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6901 Wastewater Debt Service - Int	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6902 Bond Issue Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.0
WATER/WASTEWATER	0.00	0.00	192.50	192.50	0.00	-192.50	0.0
Expenditures	0.00	0.00	192.50	192.50	0.00	-192.50	0.0
Net Effect for WW Collection & Treatment Plan	0.00	0.00	3,477.88	3,477.88	0.00	-3,477.88	0.0
Change in Fund Balance:			3,477.88				
Grand Total Net Effect:	-310,413.00	-310,413.00	-49,713.49	-49,713.49	0.00	-260,699.51	



City of Wimberley

221 Stillwater Drive, Wimberley, Texas 78676

Phone: (512) 847-0025 Fax: (512) 847-0422 Web: www.cityofwimberley.com

Application for Appointment to Board/Commission/Committee

Name of Board/Commission/Committee: Parks and Recreation

Nominated By: Craig Fore

Name: Madonna Kimball Phone: 512-847-5162 E-mail: madonnakimball@gmail.com

Physical Address: 6 DeLuna Lane

Mailing Address
(If different than physical address): _____

Employer: Retired Position/Occupation: _____

Business Number: _____ Fax: _____

I reside: Inside Wimberley's City Limits Wimberley's ETJ Outside ETJ

I am a registered voter in: City of Wimberley Hays County Not Registered

Do you or your employer have any business or other dealings with the City of Wimberley, which might present a conflict of interest? Yes No

If "Yes" please explain: _____

Are you committed to devote the necessary amount of time to service on this Commission/Board/Committee and to attend all regularly scheduled meetings? Yes No

Would you consider serving on a different Commission/Board/Committee? Yes No

Please describe any qualifications, expertise, credentials or special interests that relate to your possible appointment. If you are not responding to a specific advertisement, please indicate the Board/Commission/Committee that you would prefer to serve on. Attach a separate sheet, if necessary.

City of Wimberley resident for 30 years, love and respect nature, parks and the environment

Signature: Madonna Kimball

Date: 12/14/19

Note: Your application will be kept on file for 12 months and maintained under the Texas Open Records Act as public information. It is recommended that you submit a letter of interest and a brief resume with your application. Please submit any information to the City Secretary, City of Wimberley, P.O. Box 2027, 221 Stillwater Drive, Wimberley, Texas 78676.



AGENDA ITEM: City Administrator’s Report
SUBMITTED BY: Shawn Cox, City Administrator
DATE SUBMITTED: January 13, 2020
MEETING DATE: January 16, 2020

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The City Administrator will provide an update regarding sales tax, road projects, communication, and upcoming City events.

REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

Budgeted Item <input type="checkbox"/>	Original Estimate/Budget: \$
Non-budgeted Item <input type="checkbox"/>	Current Estimate: \$
Not Applicable <input checked="" type="checkbox"/>	Amount Under/Over Budget: \$

STAFF RECOMMENDATION



AGENDA ITEM: Wristbands for the 2020 Swim Season at Blue Hole Regional Park
SUBMITTED BY: Richard Shaver, Operations and Program Manager
DATE SUBMITTED: 01/07/2020
MEETING DATE: 01/16/2020

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

This is a purchase order for 60,000 wristbands for Blue Hole Regional Park's 2020 swim season. The lowest quote was from eventwristbands.com for the amount of \$1,403.00.

REQUESTED ACTION

Motion
Discussion
Ordinance
Resolution
Other

FINANCIAL

Budgeted Item Original Estimate/Budget: \$1,403.00
Non-budgeted Item Current Estimate: \$1,403.00
Not Applicable Amount Under/Over Budget: \$0

STAFF RECOMMENDATION

Staff recommends to approve the wristband purchase order for the amount of \$1,403.00.

VIEW CART

THUMBNAIL
ITEM NAME
PRICE
SUBTOTAL
QTY

500 *CUSTOM* 3/4" TYVEK ONE COLOR IMPRINT WRISTBANDS

2. Select Imprint Color: Black Imprint
3. Need By Date? (SUBJECT TO APPROVAL & PRODUCTION): April 1, 2020
4. I understand I must approve a proof via email: I Agree
Choose A Font: Impact (Most Popular)
Enter Text To Be Printed: Blue Hole Regional Park
1. Choose Colors in Multiples of 500: Neon Yellow

\$11.40
\$307.80

REMOVE



500 *CUSTOM* 3/4" TYVEK ONE COLOR IMPRINT WRISTBANDS

2. Select Imprint Color: Black Imprint
3. Need By Date? (SUBJECT TO APPROVAL & PRODUCTION): April 1, 2020
4. I understand I must approve a proof via email: I Agree
Choose A Font: Impact (Most Popular)
Enter Text To Be Printed: Blue Hole Regional Park
1. Choose Colors in Multiples of 500: Neon Green

\$11.40
\$307.80

REMOVE



THUMBNAIL
ITEM NAME
PRICE
SUBTOTAL
QTY

500 *CUSTOM* 3/4" TYVEK ONE COLOR IMPRINT WRISTBANDS

2. Select Imprint Color: Black Imprint
3. Need By Date? (SUBJECT TO APPROVAL & PRODUCTION): April 1, 2020
4. I understand I must approve a proof via email: I Agree
Choose A Font: Impact (Most Popular)
Enter Text To Be Printed: Blue Hole Regional Park
1. Choose Colors in Multiples of 500: Bright Blue

\$11.40
\$307.80

REMOVE



500 *CUSTOM* 3/4" TYVEK ONE COLOR IMPRINT WRISTBANDS

2. Select Imprint Color: Black Imprint
3. Need By Date? (SUBJECT TO APPROVAL & PRODUCTION): April 1, 2020
4. I understand I must approve a proof via email: I Agree
Choose A Font: Impact (Most Popular)
Enter Text To Be Printed: Blue Hole Regional Park
1. Choose Colors in Multiples of 500: Neon Orange

\$11.40
\$307.80

REMOVE



THUMBNAIL
ITEM NAME
PRICE
SUBTOTAL
QTY

SETUP FEE - 500 *CUSTOM* 3/4" TYVEK ONE COLOR IMPRINT WRISTBANDS

\$35.00
\$35.00

500 *CUSTOM* 3/4" TYVEK ONE COLOR IMPRINT WRISTBANDS

2. Select Imprint Color: Black Imprint
3. Need By Date? (SUBJECT TO APPROVAL & PRODUCTION): April 1, 2020
4. I understand I must approve a proof via email: I Agree
Choose A Font: Impact (Most Popular)
Enter Text To Be Printed: Blue Hole Regional Park
1. Choose Colors in Multiples of 500: Bright Red

\$11.40
\$136.80

REMOVE



121 item(s) in cart

Subtotal \$1,403.00
Shipping FREE
New Total: \$1,403.00



- Shop by Category ▾
- 24 Hour Rush
- Only at 4imprint
- Hot Products
- New Products
- On Sale
- Outlet

My Shopping Cart (1)

- 1** Shopping Cart
- 2** Shipping & Payment
- 3** Review Order

Item	Description	Item Color	QTY	Total	Edit
------	-------------	------------	-----	-------	------



Tyvek Wristband - 3/4"
Item #8998-34

Blue 60000

\$4,865.00

[Price Details](#)

[Edit](#)

[Remove](#)

[Continue Shopping](#) | [Save as Favorites Board](#) | [View Favorites Boards](#)

[Share Your Cart](#)

[360° Guarantee®](#)

Order Summary

Subtotal (1 products) **\$4,865.00**

[Enter Coupon Code](#)

Contact Us

Chat

Email

Call

Your Artwork

How do I upload my art files?

Once you've completed checking out, an option is provided to upload your art file(s). We gladly accept all file types.

What if I don't have my art files right now?

No worries, the confirmation email you'll receive after ordering will have additional instructions.

Home → Spirit & Fun Stuff → School Spirit → Event Wristbands → **Tyvek Wristband- 3/4"**

Imprinted Tyvek Wristband- 3/4"

★★★★★ No reviews

SKU: **272-WTY34**



	3 Day Production	7 Day Production	No Imprint				
Quantity			250	500	1000	2500	5000
Normal Production Price			\$0.28	\$0.26	\$0.25	\$0.23	\$0.21
7 Day Discount Price			\$0.17	\$0.16	\$0.15	\$0.14	\$0.13

Need More?

Call us at ext. 115 for special pricing beyond the quantities shown.

NEED IT FASTER? CALL US!

Color: *

Blue

Imprint Color 1:

Black

Quantity: * 60000

7 Day min qty: 250

60000 x \$0.13 ea.

Subtotal: \$7,800.00

Setup Fee: \$56.00

Total: \$7,856.00

Add To Cart / Upload Artwork

This simple Tyvek event wristband is both tear and water resistant. In addition, it features serial numbering and tamper cuts to prevent transfer. This wristband is durable enough to last 1 to 3 days. This wristband can fit both children and adult wrists. Included in the price is a one color imprint in one location.

Colors: Blue, Kelly green, Neon green, Neon orange, Neon pink, Purple, Red, White, Yellow

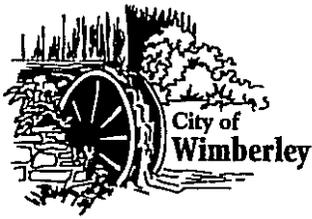
Size: 3/4" W

Imprint Area: 7" W x 1/2" H

Per Imprint Color Set Up Fee: \$56.00



[View More Event Wristbands](#)



AGENDA ITEM: Purchase of Radar Signs and Battery Pack
SUBMITTED BY: John Provost
DATE SUBMITTED: January 3, 2020
MEETING DATE: January 16, 2020

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Request approval of a bid in the amount of \$6322.50 to purchase 2- TC 400 Radar Signs and one additional battery pack. Signs are \$2,979.00 each. This is Municipal Buy Board pricing from the same vendor Hays County uses. The funds for this project are out of the road maintenance budget.

REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

- Budgeted Item Original Estimate/Budget: \$
- Non-budgeted Item Current Estimate: \$
- Not Applicable Amount Under/Over Budget: \$

STAFF RECOMMENDATION

Approval



Quote

Centerline Supply, Inc.
9484 Corporate Dr.
Selma, TX 78154
United States
P: (210) 224-4600

Quote Number: QTE0002901
Quote Date: 12/04/19
Prepared By: TSTAHL

BILL TO:
WIMBERLEY, CITY OF
221 STILLWATER
WIMBERLEY TX 78676

SHIP TO:
WIMBERLEY, CITY OF
221 STILLWATER
WIMBERLEY TX 78676

Notes:

Table with columns: Customer P.O., Ship VIA, Terms, Shipping Terms, Item Number, Ordered, Unit, Price, Extended Price. Includes items like 30404-012, 30404-103, and 90900-PURCHASE DISCOUNT.

Quotations are valid for 30 days from the date of quotation.

Net Order: \$6,322.50
Discount % 0%
Less Discount: \$0.00
Freight: \$0.00
Sales Tax: \$0.00
Order Total: \$6,322.50

Signature: _____
Printed Name: _____

WE NOW OFFER CUSTOM VINYL DECALS, FLEET GRAPHICS, WINDOW PRINT FILMS, AND MORE!
1.5% FINANCE CHARGE FOR INVOICES OVER 30 DAYS. Terms & Conditions Apply.
CENTERLINE SUPPLY, INC. - PHONE (210) 224-4600 - SASALES@CLSUSA.COM



AGENDA ITEM: Tree Trimming at Oak Street Parking Lots
SUBMITTED BY: John Provost
DATE SUBMITTED: January 10, 2020
MEETING DATE: January 16, 2020

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Request approval of a bid from Bartlett Tree Experts in the amount of \$2,700.00 to trim up to provide 12-14 feet of clearance in both Oak Street parking lots. Also remove two dead pecan trees in center line separating the two lots. Includes removing dead limbs from a large pecan tree near the entrance. See attached quote. This activity will complete the work requested by the downtown committee for these parking lots. Incidentally we have added a total of five street light in the lots primarily for night safety.

REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

Budgeted Item	<input checked="" type="checkbox"/>	Original Estimate/Budget:	\$
Non-budgeted Item	<input type="checkbox"/>	Current Estimate:	\$
Not Applicable	<input type="checkbox"/>	Amount Under/Over Budget:	\$

STAFF RECOMMENDATION

Public works recommends approval.



BARTLETT TREE EXPERTS

SCIENTIFIC TREE CARE SINCE 1907

Client: 8191222

Printed on: 10/25/2019

City of Wimberley
Attn: John Provost
John Provost
221 Stillwater
Wimberley, TX 78676
Mobile Phone: 512-201-7211 (John)

Bartlett Tree Experts
Steve Austin - Representative
2200 Old Ranch Road 12, Unit A
San Marcos, TX 78666
Business: 512-392-1089
Fax Number: 512-392-7398
E-Mail Address: saustin@bartlett.com

Property Address: John Provost, 109 Oak Dr Parking, Wimberley, TX 78676

The following program is recommended for certain trees and shrubs on your property. In addition to a thorough plant health care program, Bartlett Tree Experts recommends having a qualified arborist inspect your property periodically to assist you in identifying potential risks or hazardous conditions relating to your trees or shrubs. THIS IS NOT AN INVOICE.

Tree and Shrub Work:

Natural Pruning

Species

mixed species

Location

perimeter and inside two parking lots on Oak Dr

Goals:

- Provide 12 to 14 feet of clearance to parking areas

Specifications:

- Reduce and/or remove as needed live, growing downward branches, 6-10 feet length reduction, growing toward grade
- Remove all debris

Arborist Notes:

- This work will include removing the two dead pecans along the fence line separating the two parking lots.
-

Natural Pruning

Species

declining pecan

Location

middle of parking lot on Oak Dr

Goals:

- Reduce risk of branch failure

Specifications:

- Reduce as needed declining branches, 6-10 feet length reduction, outer canopy
- Remove all debris

Client: 8191222

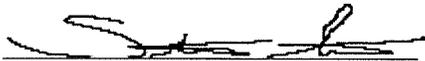
Printed on: 10/25/2019

.....
Total for 'Tree and Shrub Work'

Amount: \$2,700.00
.....

Please review the information and the terms and conditions attached, which become part of the agreement, and sign and return one copy authorizing the program.

(Customer Signature)



(Bartlett Representative - Steve Austin)

(Date)

10/25/2019

(Date)

* Sales tax added where applicable. Prices are guaranteed if accepted within thirty days.

All accounts are net payable upon receipt of invoice.

Work is done in accordance with ANSI A300 Tree Care Standards.

To access a certificate of liability insurance for Bartlett Tree Experts, please navigate to
<http://www.bartlett.com/BartlettCOI.pdf>

A Job Site Safety Analysis was completed for your property, please contact your arborist for further details.



AGENDA ITEM: 2020 General Election – May 2, 2020
SUBMITTED BY: Laura Calcote, City Secretary
DATE SUBMITTED: January 13, 2020
MEETING DATE: January 16, 2020

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Ordinance No. 2020-01 orders the General Election for Saturday, May 2, 2020, for the purpose of electing at-large three Council members for Mayor, Place Two and Place Four. The period for filing an application for a place on the ballot begins Wednesday, January 15, 2020, and ends Friday, February 14, 2020, by 5:00 p.m. Candidate packets and forms, along with other election information, can be found on the City’s website at <https://www.cityofwimberley.com/2020elections>.

Additionally, the City has previously contracted with Hays County for election services. The Fiscal Year 2020 Budget allocated funds in the amount of \$6,000 for election services. Attached to Ordinance No. 2020-01 is the Election Services Contract between the City of Wimberley and the Elections Administrator of Hays County. This Contract will serve as Exhibit “A” to Ordinance No. 2020-01 and will need to be executed accordingly.

REQUESTED ACTION

- Motion
- Discussion
- Ordinance

FINANCIAL

Budgeted Item	<input checked="" type="checkbox"/>	Original Estimate/Budget:	\$ 6,000.00
Non-budgeted Item	<input type="checkbox"/>	Current Estimate:	\$
Not Applicable	<input type="checkbox"/>	Amount Under/Over Budget:	

STAFF RECOMMENDATION

Approval of Ordinance No. 2020-01 and the Contract for Election Services between the City of Wimberley and Hays County.

ORDINANCE NO. 2020-01

AN ORDINANCE OF THE CITY OF WIMBERLEY, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 2, 2020, FOR THE PURPOSE OF ELECTING AT-LARGE A MAYOR AND TWO CITY COUNCIL MEMBERS FOR PLACE TWO AND PLACE FOUR AND PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION.

WHEREAS, the City of Wimberley desires to hold a General Election on Saturday, May 2, 2020, for the purpose of electing a Mayor and City Council Members for Places Two and Four; and

WHEREAS, this ordinance is in furtherance of the public interest, for the good of government, peace and order of the City, and necessary and proper for carrying out the power granted by law to the City.

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

Section 1. In accordance with the general laws and Constitution of the State of Texas, a General Municipal Election is hereby called and ordered to be held on Saturday, May 2, 2020, at which general election all qualified voters of the City may vote for the purpose of electing at-large a Mayor and two (2) City Council Members for Place Two and Place Four to serve the City of Wimberley, Texas.

Section 2. No person's name shall be placed upon the official ballot as a candidate for the place of City Council Member of the Wimberley City Council unless such person has filed a sworn application, as provided by Section 141.031 of the Texas Election Code, with the City Secretary at City Hall, 221 Stillwater Drive, Wimberley, Texas 78676 no sooner than Wednesday, January 15, 2020, and no later than five o'clock (5:00) p.m. Friday, February 14, 2020. Such application shall include the office the candidate is seeking and the place number of such position, where applicable. The City Secretary shall note on the face of each such application the date and time of its filing.

Section 3. Each voter shall vote for his or her choice for a candidate for each City Council Member place and shall vote for only one candidate for each City Council Member place.

Section 4. The present boundaries of the City, constituting Hays County Election Precincts 333, 335, 338 and 339 shall comprise one City election precinct. The polling place shall be open for voting from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. at the following polling place, and the following are hereby appointed officers to conduct the above-described election, as outlined by the Contract for Election Services (Exhibit "A") between the City of Wimberley, Texas, and the County

Contracting Officer of Hays County, Texas, as follows:

Polling Place
Wimberley Community Center
14068 Ranch Road 12
Wimberley, Texas 78676

Election Officer
Jennifer Anderson, Contracting Officer
Hays County, Texas

The City Secretary is hereby authorized and directed to provide a copy of this Ordinance to the County Contracting Officer as written notice of the appointment as required by Section 32.009 of the Texas Election Code.

Section 5. Voting shall be conducted by the County Contracting Officer utilizing voting machines and equipment supplied by the County Contracting Officer. All expenditures necessary to conduct the election, for the purchase of materials, and the employment of all election officials is hereby authorized in accordance with the Texas Election Code and in accordance with the provisions of the Contract for Election Services.

Section 6. The County Contracting Officer is hereby appointed Early Voting Clerk; the appointment of a deputy clerk or clerks for early voting by the County Contracting Officer shall be in accordance with Section 83.031 *et seq.* of the Texas Election Code. Early voting by personal appearance for the election shall commence on Monday, April 20, 2020, and end on Tuesday, April 28, 2020, at the Wimberley Community Center, 14068 Ranch Road 12, Wimberley, Texas 78676. Early voting by personal appearance shall be conducted on Monday, April 20, 2020, from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m., Tuesday, April 21, 2020, through Friday, April 24, 2020, from eight o'clock (8:00) a.m. until five o'clock (5:00) p.m., Saturday, April 25, 2020, from ten o'clock (10:00) a.m. until two o'clock (2:00) p.m., Monday, April 27, 2020, from seven o'clock (7:00) a.m. until seven o'clock (7:00) p.m. and Tuesday, April 28, 2020, from eight o'clock (8:00) a.m. until five o'clock (5:00) p.m. Under no circumstances shall the County Contracting Officer permit anyone to vote early by personal appearance at any time when such office is not open to the public. The Early Voting Clerk, in accordance with the provisions of the Texas Election Code, shall maintain a roster listing each person who votes early by personal appearance and each person to whom a ballot to be voted by mail is sent. The roster shall be maintained in a form approved by the Secretary of State.

Section 7. An Early Voting Ballot Board is hereby designated to canvass the early votes cast by mail and by personal appearance. The County Contracting Officer is hereby appointed as Presiding Judge of the Early Voting Ballot Board. In accordance with Section 87.001, *et seq.*, Texas Election Code, said Early Voting Ballot Board Presiding Judge shall appoint such other members as provided in the Texas Election Code, Section 87.002(b).

Section 8. The candidate receiving the highest number of votes for Mayor and City Council Member in each of the places to be filled at such election shall be declared elected to such place.

Section 9. The order in which the names of the candidates are to be printed on the ballot for the early voting period, and the order in which the names of the candidates are to be printed on the ballot for the General Election, shall be determined by a drawing by the City Secretary, as provided by Section 52.094 of the Texas Election Code. The City Secretary shall post a notice of the date, hour and place of drawing. Such notice shall remain posted continuously for seventy-two (72) hours immediately preceding the scheduled time of the drawing; and personal notice shall also be given to any candidate who makes written request for such notice and furnishes to the City Secretary a self-addressed, stamped envelope. Each candidate involved in the drawing, or a representative designated by him or her, shall have a right to be present and observe the drawing.

Section 10. Notice of this election shall be given in accordance with the provisions of the Texas Election Code and returns of such notice shall be made as provided for in that Code. The Mayor shall issue all necessary orders and writs for such election and returns of such election shall be made to the City Secretary immediately after the closing of the polls.

Section 11. The election shall be held in accordance with the Texas Election Code and the Federal Voting Rights Act of 1965, as amended.

PASSED, APPROVED, and ADOPTED on this 16th day of January, 2020.

Susan Jagers, Mayor

ATTEST:

Laura J. Calcote, City Secretary

APPROVED AS TO FORM:

City Attorney



EXHIBIT "A"

CONTRACT FOR ELECTION SERVICES

THIS CONTRACT FOR ELECTION SERVICES (this "Contract") is made and entered into by and between the **ELECTIONS ADMINISTRATOR OF HAYS COUNTY, TEXAS ("Contracting Officer")** and the **Local Political Subdivision** set forth on the signature page of this Contract (**the "LPS"**) pursuant to the authority under Section 31.092(a) of the Texas Election Code.

RECITALS

WHEREAS, the LPS expects to order and election during the term of this Contract and during any renewal term of this Contract (the "Election"); and

WHEREAS, the LPS desired that certain election services for the Election be provided by the Contracting Officer pursuant to Chapter 31, Subchapter D of the Texas Election Code;

WHEREAS, the Contracting Officer and the LPS desire to enter into a contract setting out the respective responsibilities of the parties; and

NOW, THEREFORE, the parties to this Contract agree as follows with respect to the coordination, supervision, and conduct of the election.

I. GENERAL PROVISIONS.

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the LPS. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to an election to resolve a tie.
- B. The Contracting Officer is hereby appointed to serve as the LPS's Election Day Officer and Early Voting Clerk to conduct the Election for those areas of the LPS located in within the contracting jurisdiction. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of the administering voting in connection with the election in compliance with all applicable law except as otherwise provided in the Contract.
- C. The LPS agrees to commit the funds necessary to pay for election-related expenses for the LPS's election.
- D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of LPS and other entities holding elections on the same day in all or part of the same territory to enter into a joint election agreement as

authorized in Chapter 271 of the Texas Election Code. The LPS agrees to enter into a joint election agreement required by Hays County.

II. **RESPONSIBILITIES OF CONTRACTING OFFICER.** The Contracting officer shall be responsible for performing the following services and furnishing the following material and equipment in connection with the election:

A. **Nomination of Presiding Judges and Alternate Judges.** The Contracting Officer shall recommend appointment of Election Day presiding and alternate judges, central accumulation station judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of which shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. **Notification to LPS.** The Contracting Officer shall provide the LPS with the most up-to-date list of presiding and alternate judges three weeks before the statutory deadline to order the election.

C. **Notification to Presiding and Alternate Judges; Appointment of Clerks.**

1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling station, the date of the election training(s), the date and time of the election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for election workers, and the name of the presiding or alternate judge as appropriate.

2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.

D. **Election Training.** The Contracting Officer shall be responsible for conducting election training for the presiding judges, alternate judges, clerks, and early voting deputies in the operation and troubleshooting of the Verity Duo Hybrid voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, and conducting provisional voting.

E. **Logic and Accuracy Testing.** In advance of Early Voting (including the sending of any mail ballots), the Contracting Officer, the tabulation supervisor, and the other members the

Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.

- F. **Election Supplies.** The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and subchapter B of chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Verity Controllers, batteries for use in the voting system equipment, supplies for the electronic poll books, and all consumable type office supplies necessary to hold an election.
- G. **Registered Voters List.** The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.
- H. **Notice of Previous Polling Place.** The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place.
- I. **Election Equipment.** The Contracting Officer shall prepare and distribute the Verity Duo Hybrid Voting System components from Hart Intercivic, Inc. ("Hart") for the election. This voting System includes the equipment referred to as "Duo" and "Verity Controllers". Each polling location will have at least one voting machine that is accessible to disabled voters and provides a practical and effective means for voters with disabilities to cast a secret ballot.
- J. **Ballots.** The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the LPS, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. The ballot will be prepared in these formats: Verity Duo System, paper, auditory.
- K. **Early Voting.** In accordance with Section 31.097 of the Texas Election Code, the Contracting Officer shall serve as the Early Voting Clerk for the election.
 - 1. The Contracting Officer shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.

2. The Contracting Officer shall receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Records Building located at the Hays County Government Center at 712 S. Stagecoach Trail, San Marcos, Texas 78666. Applications for mail ballots sent to the LPS shall be promptly faxed to the Contracting Officer at (512) 878-6699, or emailed to elections@co.hays.tx.us for timely processing and then the original sent application forwarded to the Contracting Officer for proper retention.
3. Early voting ballots shall be secured and maintained at the Records Office at 712 S. Stagecoach Trail, San Marcos, Texas 78666. In accordance with Chapter 87 of the Texas election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.
4. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code.

L. Election Day Activities.

1. The contracting Officer and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and election workers.
2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.
3. The Contracting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.
4. Election Day polling locations are determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.

M. Election Night Reports. The contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via email as soon as they are prepared and may be released

under law, but no earlier than 7:00 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the election. As soon as reasonably possible, the Contracting Officer will post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections.

- N. **Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.** The Contracting Officer, serving as the voter registrar, shall retain the provisional voting affidavits and shall provide the factual information on each of the voters' status. The Contracting Officer shall reconvene the EVBB after the election within the time set forth in Section 65.051 of the Texas election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas election Code to determine whether such will be counted and to resolve any issues with such ballots.
- O. **Canvass Material Preparation.** Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new official tabulations to the LPS. These reports will serve as the canvass materials for the LPS.
- P. **Custodian of Election Records.** The election records will be submitted to the LPS except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the DRE voting system consist of the DVD backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the Duo and Verity Controllers.
- Q. **Recount.**
1. The LPS shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the LPS shall discuss how such recount is to be conducted. The LPS shall reimburse the Contracting Officer for the cost of such count which is not included in the original estimate/invoice.
- R. **Schedule for Performance of Services.** The Contracting Officer shall perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

- S. **Contracting with Third Parties.** In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed by the LPS.
- T. **Department of Justice Preclearance for General Elections.** If required by law, any changes to the general conduct of voting in Hays County will be pre-cleared through the United States Department of Justice by the Contracting Officer with copies of the submission and response e-mailed to the LPS.

III. **RESPONSIBILITIES OF THE LPS.** The LPS shall perform the following responsibilities:

- A. **Applications for Mail Ballots.** The LPS shall date and stamp and then as promptly as possible fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the LPS shall deliver or send by mail the original mail ballot applications to the Contracting Officer.
- B. **Election Orders, Election Notices, and Canvass.** The LPS shall be responsible for the preparing, adopting, publishing, and posting all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the LPS necessary to the conduct of the election. The LPS shall be responsible for conducting the official canvass of the election.
- C. **Map/Annexations.** The LPS shall provide the Contracting Officer with an updated map and street index (including address Numbers) of its jurisdiction in and electronic or printed format and shall advise the contracting officer in writing of any new developments, annexations or de-annexations and any other changes to the master voter registration list within the jurisdiction.
- D. **Department of Justice Preclearance for Special Elections.** If required by law, the LPS shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.
- E. **Ballot Information.** The LPS shall prepare the text for the LPS's official ballot in English and Spanish and provide the Contracting Officer as soon as possible at the end of the period for ordering the election or filing for candidacy. The ballot information shall include a list of proposition showing the order and the exact manner in which the candidates' name shall appear on the ballot. The LPS shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to the finalization and shall approve by e-mail or by signature in person.

- F. **Precinct Reports to the Texas Secretary of State.** Based on information provided by the Contracting Officer, the LPS shall prepare and file all required precinct reports with the Texas Secretary of State.
- G. **Annual Voting Report.** The LPS shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

IV. SPECIAL PROVISIONS RELATED TO ELECTION WORKERS

- A. **Number of Election Workers at Election Day Polling Locations.** It is agreed by the Contracting Officer and the LPS that there will be at least three election workers at each Election Day polling location: the presiding judge, the alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of elections at the poll and the number of registered voters at the poll.
- B. **Compensation for Election Workers.** The Contracting Officer shall compensate all election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by the Hays County Commissioners Court for county elections. The Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling locations.
- C. It is further agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of LPS. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of LPS, and no election personnel shall be entitled to the rights, privileges, or benefits of LPS employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of LPS, unless considered an employee of the LPS as determined by the City Manager of the LPS.

V. PAYMENT

- A. **Charges and Distribution of Costs.** In consideration of the joint election services provided by the Contracting Officer, the LPS will be charged a share of the election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. The cost estimate is set forth in the Cost Estimate.
- B. **Administrative Fee.** The Contracting Officer shall charge a fee equal to 10% of the LPS's share of the cost of the election or a minimum of \$75.00.

- C. **Equipment Rental Fee.** Per Section 123.032(d) of the Texas Election Code, the Hays County Commissioners Court has set the equipment rental fee at \$175 each per controller and per Verity Duo component. If the County acquires additional equipment during the term of the Contract, the charge for the use of the equipment may be reset by the Hays County Commissioners Court.
- D. **Payment.** The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the LPS.

VI. TERM AND TERMINATION

- A. **Initial Term.** The initial term of the contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein
- B. **Renewal.** Subject to the termination rights set forth herein, this contract shall be renewed annually.
- C. **Termination.** If either party wishes to terminate this contract for convenience or for cause, the party must provide not less than ninety (90) days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the contracting Officer for services provided and expenses incurred will be due and payable.

VII. MISCELLANEOUS PROVISIONS

- A. **Nontransferable Functions.** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:
 - 1. The authority with whom or the place at which any document or record relating to the election is to be filed;
 - 2. The officers who conduct the official canvass of the election returns;
 - 3. The authority to serve as custodian of voted ballots or other election records;
or
 - 4. Any other nontransferable function specified under Section 31.096 or other provisions of law.

- B. **Cancellation of Election.** If the LPS cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the LPS shall make payment therefore in a manner similar to that set forth in **V. Payment** above.
- C. **Contract Copies to Treasure and Auditor.** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Hays County, Texas.
- D. **Election to Resolve a Tie.** In the event that an election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second election, except:
1. The LPS and the Contracting Officer will agree upon the date of the election and the early voting schedule subject to provisions of the election Code and with regard to other election conducted by the Contracting Officer.
 2. The LPS will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.
 3. An attempt will be made to use the election workers that worked in the first election; those poll workers will not have additional training provided by the Contracting Officer.
 4. The cost of the election will be borne by the LPS; the Contracting Officer will work with the LPS on cost management.
- E. **Amendment/Modification.** Except as otherwise provided, this contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the LPS may propose necessary amendments or modifications to this Contract in writing in order to conduct the election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the LPS or its authorized agent, respectively.
- F. **Severability.** If any provision of the Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.

G. **Representatives.** For the purposes of implementing this Contract and coordinating activities, the Contracting Officer and the LPS designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

Jennifer Anderson
Elections Administrator, Hays County
712 S. Stagecoach Trail, Suite 1012
San Marcos, Texas 78666
Tel: (512) 393-7310
Fax: (512) 878-6699
Email: janderson@co.hays.tx.us

For the LPS:

Witness by my hand this the _____ day of _____, 20__.

Contracting Officer:

Jennifer Anderson, Elections Administrator
Hays County, Texas

Witness by my hand this the _____ day of _____, 20__.

Local Political Subdivision:

Name of Entity: _____

By: _____

Printed Name: _____

Official Capacity: _____

Signature: _____



AGENDA ITEM: Joint Election Agreement
SUBMITTED BY: Laura Calcote, City Secretary
DATE SUBMITTED: January 13, 2020
MEETING DATE: January 16, 2020

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The Joint Election Agreement is required in addition to the Contract for Election Services, since Hays County is now a part of the Texas Countywide Polling Place Program. Vote centers allow Hays County voters to choose from any polling place to vote during early voting and on Election Day. All elections held in Hays County will now be joint.

There is a cost sharing formula included in the Agreement (Section 9, pg. 2). Wimberley will only be charged based on the number of registered voters in the upcoming May 2, 2020 General Election.

REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

Budgeted Item	<input checked="" type="checkbox"/>	Original Estimate/Budget:	\$ 6,000.00
Non-budgeted Item	<input type="checkbox"/>	Current Estimate:	\$
Not Applicable	<input type="checkbox"/>	Amount Under/Over Budget:	

STAFF RECOMMENDATION

Approval of the Joint Election Agreement with Hays County.

JOINT ELECTION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF WIMBERLEY

This Joint Election Agreement (“Agreement”) is made this the 16th day of January, 2020, between the City of Wimberley, (the "City") 221 Stillwater Drive, Wimberley, Texas 78676 and Hays County (the "County"), 111 E. San Antonio Street, Suite 300, San Marcos, Texas 78666, pursuant to Chapter 271 of the Texas Election Code.

Pursuant to Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Section 271.002 and 271.003 of the Texas Election Code, the Joint Election Agreement set forth below is entered into by and between the City and the County agree as follows:

Section 1. *Scope of Joint Election Agreement.* The City enters this Joint Election Agreement (“Agreement”) for the conduct of the elections to be held from August 2019 through July 2020.

Section 2. *Appoint Election Officer.* The City appoints the Hays County Elections Administrator to serve as the Election Officer (the “Officer”) in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2019 through July 2020.

Section 3. *Early Voting Polling Locations.* To facilitate the administration of elections, and as a convenience to the voters, during the early voting period established by statute, the City agrees to designate the Hays County Election Administrator's Office, 712 South Stagecoach Trail St, 1012, San Marcos, Texas 78666 as the main early voting polling place for the City. Furthermore, the City agrees to designate temporary branch early polling places in accordance with Section 85.062, Election Code, V.T.C.A. as called out in the latest Election Orders.

Section 4. *Voting by Mail Ballot.* The City and County agree that early voting by mail ballot shall be conducted in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail Ste 1045 San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the City.

Section 5. *Election Day Polling Locations.* Election Day voting shall be held in vote centers where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of the City.

Section 6. *Election Day.* On Election Day, all forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Hays County Election Administrator who shall keep them in her custody for the period of time prescribed by the Texas Election Code. The County agrees to furnish the City with copies of any election documents upon the City's request at no charge.

Section 7. Use of Common Ballot. It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The V Drives containing the voted ballots for an election will be delivered by the Election Judges to the Hays County Election Administrator's office at 712 South Stagecoach Trail Ste 1045, San Marcos, Texas and the V Drives will remain in the Hays County Election Administrator's custody, except that the County agrees to provide the LPS with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which the City may be a party. The County agrees to maintain custody of the V Drives containing the voted ballots for the period of time prescribed by the Texas Election Code. All V Drives that are not placed in active voting equipment will remain locked in the Officers' office. V Drives will not be replaced without being logged out and checked out by the Officer at any time during an election. An audit shall be conducted to ensure that all V Drives are present and accounted for. A spreadsheet shall be completed at the end of Early Voting and Election Day returns that will identify the number of signatures on the Combination Log and the Number of Cancelled booths, for a representation of voter totals. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.

Section 8. Reporting of Returns. The Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the City via email as soon as they are prepared and may be released under law, but no earlier than 7:00 p.m. on Election Day. The Officer or their designee will use their best efforts to post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections as soon as reasonably possible.

Section 9. Cost Sharing. The City agrees to the cost sharing provisions below. This includes Hays County, the school districts of the county, the cities of the county, and the water districts and all other entities contracting for election services. The costs incurred with Early Voting locations and Early Voting Clerks will be shared only by entities utilizing the polling location for their individual election contest.

The formula is as follows:

Example:

Registered Voters in County -	135,000	$135,000/255,000=$	52.94% of total cost
Registered Voters in Joint Entity A -	100,000	$100,000/255,000=$	39.23% of total cost
Registered Voters in Joint Entity B -	20,000	$20,000/255,000=$	7.84% of total cost
Aggregate Registered Voters -	255,000		

\$1,000 dollar minimum cost for elections that don't exceed that total. Since programming and supplies would exceed the cost of elections with very small voter registration populations.

Section 10. Amendments. This Agreement may not be amended or modified except in writing and executed by both the City and the County. Neither party may assign this Agreement without the written consent of the other party. However, the Officer may assign deputies to perform any of the contracted services and may contract with third persons for election services and supplies.

Section 11. Effective Date. This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. The term of this Agreement will commence on January 16, 2020 and end on July 31, 2020.

Section 12. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable. In case any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 13. Any notice provided for under this Agreement will be forwarded to the following addresses:

Hays County Elections Administrator
Government Center
712 South Stagecoach Trail Ste 1045
San Marcos, Texas 78666

City of Wimberley
221 Stillwater Drive
Wimberley, Texas 78676

Section 14. Nothing contained in this Agreement will authorize or permit a change in the office with whom or the place at which any document or record relating to the Election(s) is to be filed, or place at which any function of the canvass of the election returns is to be performed, or the officer to serve as custodian of voted ballots or other election records.

Section 15. This Agreement shall take effect immediately upon execution by both parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns of the Parties hereto.

WITNESS OUR HANDS this 16th day of January, 2020

Hays County Elections Administrator

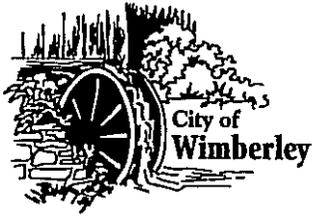
City of Wimberley

Jennifer Anderson
Elections Administrator

Susan Jagers
Mayor

Attest:

Attest:



AGENDA ITEM: Ordinance No. 2020-02 – Through Truck Traffic
SUBMITTED BY: Laura Calcote, City Secretary
DATE SUBMITTED: January 13, 2020
MEETING DATE: January 16, 2020

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discuss and consider possible action to approve the first reading of Ordinance No. 2020-02. This Ordinance amends the City’s Code of Ordinances, Chapter 11 – Traffic and Vehicles, and prohibits through truck traffic through residential streets of the City. This is the first of two readings of this Ordinance, since it imposes a penalty.

REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

- | | | | |
|-------------------|-------------------------------------|---------------------------|----|
| Budgeted Item | <input type="checkbox"/> | Original Estimate/Budget: | \$ |
| Non-budgeted Item | <input type="checkbox"/> | Current Estimate: | \$ |
| Not Applicable | <input checked="" type="checkbox"/> | Amount Under/Over Budget: | \$ |

STAFF RECOMMENDATION

ORDINANCE NO. 2020-02

AN ORDINANCE OF THE CITY OF WIMBERLEY TEXAS AMENDING CHAPTER 11 (TRAFFIC AND VEHICLES), ARTICLE 11.05 (THROUGH TRUCK TRAFFIC) OF THE CODE OF ORDINANCES OF THE CITY IN ORDER TO PROHIBIT THROUGH TRUCK TRAFFIC THROUGH RESIDENTIAL STREETS OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE; PROPER NOTICE AND MEETING, SEVERABILITY AND REPEALER.

WHEREAS, the City of Wimberley ("City") has exclusive control over the highways and streets of the municipality pursuant to § 311.002 of the Texas Transportation Code; and

WHEREAS, use of certain streets and highways by truck traffic (as defined by ordinance) can cause severe and costly damage to street infrastructure, impede the flow of traffic and cause potential injury to property and human life; and

WHEREAS, the City Council finds that there are alternate routes throughout the City that provide sufficient connectivity for truck traffic to traverse through the City; and

WHEREAS, there is no burden on intra- or interstate commerce and any inconvenience is minimal compared to the governmental interest of protecting human life and property; therefore, such traffic should be diverted accordingly; and

WHEREAS, portions of Ranch Road 12 cross through the heart of downtown known as the Square; and

WHEREAS, the Square has substantial pedestrian traffic, and truck traffic should be limited to the extent provided by the City's ordinances; and

WHEREAS, the City Council finds that large trucks are incompatible with residential neighborhoods; and

WHEREAS, large trucks often travel on residential streets as a short cut to their destinations; and

WHEREAS, the City Council finds that the amendments described herein are in the best interest of the public health, safety and welfare of the citizens of Wimberley.

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

Section 1. Findings. 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.

Section 2. Amendment.

Chapter 11, (Traffic and Vehicles), Article 11.05 “Through Truck Traffic” be amended to read as follows (with ~~strike through~~ denoting deletions and underline denoting additions:

“ARTICLE 11.05 THROUGH TRUCK TRAFFIC

Sec. 11.05.001 Definitions

For the purpose of this article, the following definitions shall apply, unless the context clearly indicates or requires a different meaning. Words and phrases which are not defined in this article but are defined in the Texas Transportation Code or other ordinances or code provisions of the city shall be given the meanings set forth in those ordinances or in the Texas Transportation Code.

Authorized emergency trucks. Fire department trucks, police trucks, public or private ambulances for which permits have been issued by the state board of health, emergency trucks of municipal departments or public service corporations as are designated or authorized by the governing body of an incorporated city, private trucks operated by volunteer firemen or certified emergency medical services volunteers while answering a fire alarm or responding to a medical emergency, and trucks owned by the state or by a political subdivision engaged in emergency utility repair or electric, water, or wastewater services.

Light truck. Any truck with a manufacturer’s rated carrying capacity of two thousand (2,000) pounds or less, including trucks commonly known as pickup trucks, panel delivery trucks, and carry-all trucks.

Municipal street. Every street or roadway within the city that is not an authorized truck route as described herein, including residential streets.

Proof of route. A written verification of pickups, deliveries, or destinations, which may include a log book, delivery slip, shipping order, bill, or any other document that identifies and specifies the date, address, and name of the person requesting or directing the pickup or delivery and the destination of the pickup or delivery.

Through truck. Trucks having no destination, pickup, or delivery point on a street or highway that is designated as a street closed to through truck traffic under this article.

Truck. A motor vehicle designed, used, or maintained primarily for the transportation of property, including “truck tractors,” “road tractors,” “trailers,” “semitrailers,” “pole trailers,” and “special mobile equipment,” as those terms are defined in Texas Transportation Code section 541.201.

Sec. 11.05.002 Penalty

~~Except as otherwise provided in this article, any person violating a provision of this article shall be punished as provided in section 1.01.009.~~

Sec. 11.05.003 Restrictions; authorized routes

(a) Use of truck routes required. Except as allowed by the exemptions contained in this section, it shall be unlawful to operate a truck upon any municipal street within the corporate limits of the city. Through trucks must use the approved authorized truck routes when traveling within the corporate limits of the city, and are prohibited from using municipal streets as shortcuts or links between authorized truck routes.

(b) Streets closed to truck traffic. In addition to the restrictions set out in subsection (a), the following designated streets are closed to through truck traffic:

(1) County Road 1492, within the corporate limits of the city, is closed to through truck traffic.

(2) Ranch Road 12, within the corporate limits of the city, between FM 3237 and FM 2325, is closed to through truck traffic.

(c) Exemptions. The prohibition in this section does not apply to authorized emergency trucks, ~~light trucks or trucks with drivers that are able to produce proof of route on the streets named in subsection (a) above, or access to a private or public street that can only be accessed from the streets named in subsection (a) above.~~

(d) Authorized truck routes. The following streets and sections of streets are designated as truck routes for the city:

(1) From the intersection of Ranch Road 12 and FM 3237, eastbound on FM 3237 to eastern city limits.

(2) From the northern city limits on Ranch Road 12, southbound on Ranch Road 12 to Emergency Lane.

(3) From the intersection of Ranch Road 12 and Emergency Lane, westbound on Emergency Lane to FM 2325.

(4) From the intersection of FM 2325 and Emergency Lane, northbound on FM 2325 to the northern city limits.

(e) It shall be an affirmative defense to prosecution that “proof of route” as described in Sec. 11.05.001, showing a destination for delivery either within, or that can only be accessed by, the restricted locations per Sec. 11.05.003 (b) hereunder, is provided.

(f) The above notwithstanding, it shall not be a defense in a prosecution under this article that there was no sign, or that such sign was not sufficiently legible or in a proper position to be seen by the defendant or by an ordinarily observant person.

Sec. 11.05.003 Penalty

Except as otherwise provided in this article, any person violating a provision of this article shall be punished as provided in section 1.01.009.”

Section 2. Except as expressly amended herein, the Wimberley Code of Ordinances shall remain in full force and effect.

Section 3. 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. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Ordinances as a whole.

Section 5. This Ordinance shall take effect immediately from and after its passage and the publication as provided by law.

Section 6. Open Meetings. 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.

PASSED AND APPROVED this the _____ day of _____, 2019.

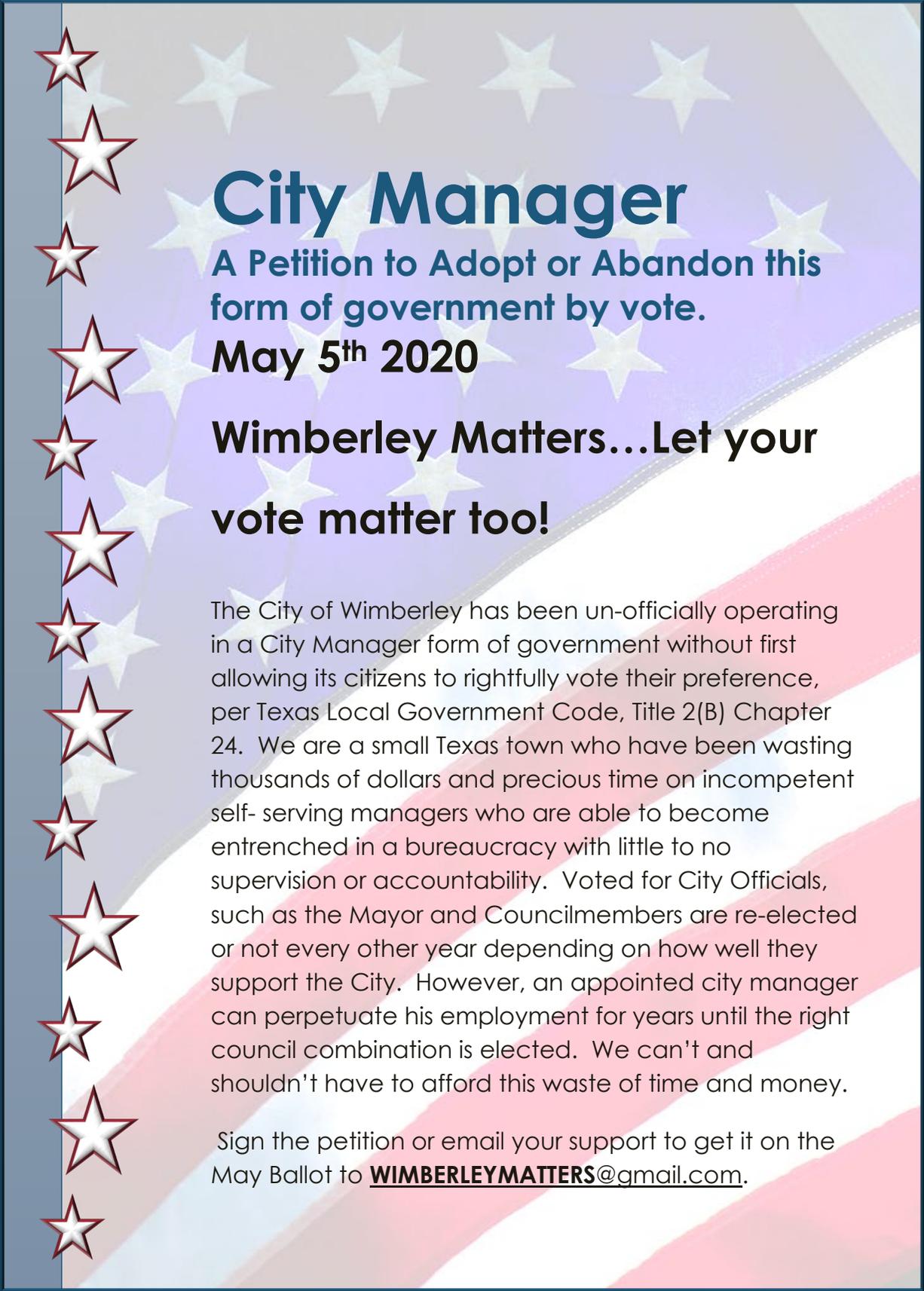
Susan B. Jagers, Mayor

ATTEST:

Laura J. Calcote, City Secretary

APPROVED AS TO FORM:

City Attorney



City Manager

A Petition to Adopt or Abandon this form of government by vote.

May 5th 2020

Wimberley Matters...Let your vote matter too!

The City of Wimberley has been un-officially operating in a City Manager form of government without first allowing its citizens to rightfully vote their preference, per Texas Local Government Code, Title 2(B) Chapter 24. We are a small Texas town who have been wasting thousands of dollars and precious time on incompetent self-serving managers who are able to become entrenched in a bureaucracy with little to no supervision or accountability. Voted for City Officials, such as the Mayor and Councilmembers are re-elected or not every other year depending on how well they support the City. However, an appointed city manager can perpetuate his employment for years until the right council combination is elected. We can't and shouldn't have to afford this waste of time and money.

Sign the petition or email your support to get it on the May Ballot to [**WIMBERLEYMATTERS@gmail.com**](mailto:WIMBERLEYMATTERS@gmail.com).



AGENDA ITEM: Rainwater Collection
SUBMITTED BY: Shawn Cox, City Administrator
DATE SUBMITTED: January 13, 2020
MEETING DATE: January 16, 2020

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

At the December 5, 2019 Council meeting, Council Member Barchfeld requested an item on the January 16, 2020 agenda regarding rainwater collection. As backup for this item the following is included:

- October 6, 2016 Minutes – Council approves waiving building permit fees for the construction of residential and commercial rainwater collection systems
- Sec. 9.04.062 of the Code of Ordinances – Provision of rainwater harvesting incentives
- Sec. 12.04.023 of the Code of Ordinances – Homebuilders and developers’ requirement to provide rainwater harvesting options

REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

- | | | | |
|-------------------|-------------------------------------|---------------------------|----|
| Budgeted Item | <input type="checkbox"/> | Original Estimate/Budget: | \$ |
| Non-budgeted Item | <input type="checkbox"/> | Current Estimate: | \$ |
| Not Applicable | <input checked="" type="checkbox"/> | Amount Under/Over Budget: | \$ |

ATTACHEMENTS(S)

- October 6, 2016 Minutes

- Sec. 9.04.062 of Wimberley's Code of Ordinances
- Sec. 12.04.023 of Wimberley's Code of Ordinances

City of Wimberley
City Hall, 221 Stillwater
Wimberley, Texas 78676
Minutes of Regular Meeting of City Council
October 6, 2016 at 6:00 p.m.

City Council meeting called to order at 6:00 p.m. by Mayor Mac McCullough.

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

Councilmembers Present: Mayor Mac McCullough, Councilmembers Bob Dussler, Craig Fore, Sally Trapp, Gary Barchfeld, and John White.

Staff Present: City Administrator Don Ferguson & City Secretary Cara McPartland

Proclamation

Proclamation of the City Council of the City of Wimberley, Texas, honoring Hays County Precinct Three Deputy Constable Travis Brown for his recent recognition as the 2016 Patriot of the Year.

Mayor McCullough presented the proclamation to Hays County Sheriff’s Department Deputy Constable Travis Brown.

Remarks by Mayor Mac McCullough

This item was heard after Agenda Item 3A.

Citizens Communications

No citizen comments were heard.

1. Consent Agenda

- A. Approval of minutes of the Regular City Council meeting of September 15, 2016.
- B. Approval of minutes of the Special City Council meeting of September 21, 2016.
- C. Approval of minutes of the Special City Council meeting of September 26, 2016.
- D. Approval of the reappointment of Neel Morton to the City of Wimberley Building Code Board of Review. (*Place Three Councilmember Sally Trapp’s nominee*)
- E. Approval of the appointment of Linda Webb to the City of Wimberley Hotel Occupancy Tax Advisory Committee. (*Wimberley Valley Chamber of Commerce*)
- F. Approval of the Fiscal Year 2017 City of Wimberley Holiday Schedule.

Councilmember White moved to approve all Consent Agenda items, as presented. Councilmember Barchfeld seconded. Motion carried on a vote 5-0.

2. City Administrator Report

- Status report on the Central Wimberley Wastewater Project

City Administrator Ferguson anticipated the consultant's presentation of proposed wastewater rates at Council's next meeting. He advised that Councilmember Trapp will speak later in the meeting on the second meeting with Aqua Texas representatives. He stated TCEQ is reviewing the City's Chapter 210 permit application (for irrigation) and TWDB's review continues on the City's collection system/treatment plant design. He noted there is one remaining interview to be conducted on project management and anticipated a recommendation to Council on October 20, 2016. City Administrator Ferguson said the water balance study has been completed by Alan Plummer Associates, which found additional runoff from irrigation would not occur until than 100,000 gallons of irrigation water was applied. He stated that the Park is fully capable of handling all of the effluent that comes from the plant, noted that plant capacity is 75,000 gallons, and reminded that effluent can also be sent to other areas, if desired.

City Administrator Ferguson said the City has been notified that the U.S. EDA has awarded the City a \$1,000,000 grant to help fund development of the Central Wimberley Wastewater Project, with terms and conditions of the grant award to be presented to Council on October 20, 2016. He thanked all public officials involved in the City's efforts to secure the grant. He advised that water quality test results following Market Days indicated a spike of about 700-800 in E. coli levels downtown.

- Status report on La Buena Vista Roadway Improvement Project

City Administrator Ferguson reported the project has been completed on time and within budget, at a total cost of \$68,597.

- Status report on Deer Crossing Drainage and Road Improvement Project

City Administrator Ferguson reported on the scope of the project as set by FEMA and noted work remaining to be done, including additional needed pavement/drainage improvements. He displayed photos of portions of the road in need of scarification/base/resurfacing work and noted significant drainage issues.

- Status report on Scudder Elementary School traffic concerns

No report was given on this item.

- Status report River Road Riverbank Restoration Project

City Administrator Ferguson reported on project scope involving 190 feet of reinforced concrete retaining wall and approximately 2,700 feet of reinforced concrete rip-rap. He noted the deadline for project bids is Tuesday, October 25, 2016. He anticipated completion within the projected 90-day timeframe.

Mayor McCullough commended all those who originated the process of securing the U.S. EDA grant. In response to Councilmember Trapp's inquiry regarding unrepaired flood-damaged homes, City Administrator Ferguson replied that work continues on completing the inventory of said homes.

3. Presentations

- A. Presentation regarding the various emergency phone notification systems available to residents of Hays County. (*Hays County Emergency Management Coordinator Kharley Smith*)

This item was heard after presentation of the abovementioned proclamation.

Hays County Emergency Management Coordinator Kharley Smith provided an overview of emergency alert systems, including Code Red and IPAWS, as well as additional sources of information such as www.haysinformed.com and local media such as FM radio-based messaging. She provided details on each system, criteria for activating alerts, registration information, and improvements in data collection and tools for analyzing such data. City Administrator Ferguson advised the goal of coordinating Hays County/City of Wimberley notifications is to get the word out to as many people as possible. Code Red registration forms were distributed to audience members. Mayor McCullough thanked Ms. Smith for her presentation.

- B. Presentation of Hotel Occupancy Tax funding recommendations for the period from October 2016 through December 2016. (*City of Wimberley Hotel Occupancy Tax Advisory Committee Chair Tomas Palm*)

This item was heard after Agenda Item 2.

Hotel Occupancy Tax (HOT) Advisory Committee Chair Tomas Palm provided background on the Committee's work to date developing Council-approved guidelines and goals, including criteria for consideration of funding request proposals. Committee member Mark Bursiel displayed information on various statistics, funding focus and prioritization, and specific criteria used to make decisions on funding proposals and recommendations.

HOT Advisory Committee member Bob Cook explained specific reasoning and approval/denial criteria for each of the Committee's funding proposal applications and presented the following recommendations, which he said must include an increase in "heads in beds."

Texas Property Masters (Phil Collins)

Total project proposal cost: \$10,000

HOT funds requested: \$5,000

The Committee recommended funding this application with the requirement that advertising be expanded to include Dallas and/or Houston per the state legislature guidelines that "a visitor travels 50+ miles."

Wimberley Valley Arts and Cultural Alliance (WVACA) (for Wimberley ALIVE Music and Arts Festival)

Total project proposal cost: \$32,000

HOT funds requested: \$20,000

The Committee recommended funding the advertising budget only of this plan.

Wimberley Valley Tourism & Lodging Association (WVTLA)

Total project proposal cost: \$205,000 (first year)

HOT funds requested: \$80,000 (first year)

The Committee recommended funding the full 3-year request, which includes an \$80,000 line of credit for the first year.

EmilyAnne Theatre and Gardens

Total project proposal cost: \$16,315

HOT funds requested: \$3,000

The Committee recommended not funding this proposal.

Wimberley Valley Convention and Visitors Bureau Foundation

Total project proposal cost: \$18,600

HOT funds requested: \$13,020

The Committee recommended not funding this proposal.

HOT Advisory Committee members Tomas Palm and Mark Bursiel spoke on approval requirements related to Return on Investment (ROI) and high/low points of the Committee's work over the past year, including favorable remarks on the functioning of the Committee and acknowledgement of some contentiousness surrounding certain issues. Mr. Bursiel also spoke on HOT collections to date, number of funding proposals received, and upcoming review of future proposals. Citing the amount of HOT collections and number of funding proposals, Mr. Palm recommended that Council consider reducing the HOT tax rate to zero percent (0%), which he said was based on informal Committee discussion. Councilmember Trapp thanked Mr. Palm and the Committee for outstanding work.

Wimberley Visitor's Center volunteer Patti Morgan spoke of her eleven years serving visitors and recounted a 2005 influx of visitors triggered by a Houston hurricane evacuation and said she would be more comfortable to have all lodging industry members available to handle the next crisis. She said she supports the Visitor's Center as a humanitarian who "looks at people as people, and not commodities." She referenced a book on Wimberley's history and cited the Visitor's Center as a valuable institution with a long record to stand on.

WVTLA Chair Albert Valera felt very excited about his organization's proposed Destination Marketing Organization (DMO), which he said represents a quantum leap "in what we think about tourism." He described the DMO as a "three-legged stool," requiring funding, part of which are HOT funds that he sees as a "credit line." He noted that the DMO would require hiring of an executive director and welcomed partnering with the Chamber of Commerce to either absorb the existing Visitor's Center or potentially work with them in the current location as part of the DMO. He said the focus is on responsible tourism and increasing first/fourth

quarter tourism and questioned the ability of the City's infrastructure to handle increased visitors, which he said begs the question of whether a HOT tax is needed to bring in more visitors. Mr. Valera believed the DMO is a great idea, but suggested proceeding with caution, and favored working together with the community, including merchants, venue operators, artists, etc.

WVTLA Board member Robbie Walker expressed appreciation to the Chamber of Commerce/Visitor's Center volunteers and said there is no desire to conflict or interrupt its work and hoped for an expanded role for the Visitor's Center. At meetings, Mr. Walker said the Chamber has rebuffed attempts to work together.

Wimberley Chamber of Commerce/Visitor's Center Board member Brent Pulley distributed a handout to Council and expressed agreement with some of the HOT Committee's analysis, but disagreed with its solutions. He reminded the Committee is an advisory body and of the need for due diligence by Council. Mr. Pulley referenced his handout and noted there is no legislative requirement for ROI. He pointed to the proposed DMO's lack of ROI for its first year of operation, despite its request for \$80,000 as a line of credit. He noted challenges in projecting ROI and cited problems associated with certain types of funding requests (such as for building AC repair/replacement) when funding criteria makes it very difficult to project numbers of overnight visitors. Mr. Pulley questioned certain projections made in the DMO proposal and said the DMO would lose \$129,000 without HOT funds. He was concerned that the DMO would rely on external money generated from sale of bonds/stocks and noted the WVTLA website. He said there is no financial information in WVTLA's application (such as P&L, tax returns, etc.) which should be in its funding request proposal. He questioned WVTLA's membership numbers. Mr. Pulley said he loved this community and wanted to work together, but said due diligence and action based on fact is needed.

Wimberley Visitor's Center volunteer Mike Scott referenced WVTLA's application asking for \$180,000 in funding over a three-year period and a previously submitted handout. He directed attention to possible errors in WVTLA's DMO Financials (Line 9 and Total Recurring Revenue) that may have doubled the amount of income listed and referred to a spreadsheet correcting the referenced possible error, which would result in a significant loss. He also questioned the column labeled "Year 0" in the DMO Financials and cited criteria to be used for "Year 1" projections. He noted that during "Year 0" the DMO would not be operating as a business, but for organizational purposes. He said in an organizational year, the types of expected costs are start-up costs, filing fees, furniture, and equipment. Mr. Scott concluded that we really do not know what WVTLA is projecting and needs more clarification. He closed by stating that if WVTLA's funding request is really a line of credit, then it would need to be repaid, and there is no repayment schedule in its proposal. He said it needs to be evaluated as a funding request on the same basis as others submitted and asked that Council makes sure it understands what is in it before approving it.

Wimberley Valley Chamber of Commerce/Visitor's Center Director Cathy Moreman took personal offense, as do her twelve volunteers present at tonight's meeting, at the Committee's recommendation to deny funding. She said her volunteers are there to promote not only "heads in beds" but to promote Wimberley as a tourist destination. She said they do a great job, are well-trained, and are offended by this decision, as the Center puts "heads in beds" on a daily

basis. She thanked Patti Morgan and her husband for their generous donation of time and money to the Visitor's Center and recounted a story of an Iowa couple who were inspired to come to Wimberley by a USA Today article. She spoke of volunteer Morgan's interaction with the couple, who remain in contact and spread positive comments about Wimberley and will continue to visit Wimberley in the future. She estimated that six percent (6%) of people who come to the Visitor's Center decide to stay in Wimberley. Ms. Moreman pointed out the following: WVACA requested \$20,000, but was recommended to receive only \$5,000; she re-submitted her organization's funding request by the next quarter's September 30th deadline; and stated there is no need for Wimberley to have two visitor's centers when we have one excellent, beautifully functioning visitor's center. Ms. Moreman closed by encouraging attendance at the upcoming Wimberley ALIVE Music and Arts Festival and noted the need for volunteers.

Mayor McCullough thanked all those who serve at the Visitor's Center.

Chamber of Commerce and WVTLA member Dan Sturdivant expressed disappointment regarding the negativity surrounding this issue, recognized the Visitor's Center's worth, but said times are changing and all need to work together to determine what we want for Wimberley.

Chair Tomas Palm said he thought the Committee was supposed to discuss and analyze the pros/cons of each proposal and stated that the DMO proposal includes a "big chunk of at-risk money up-front." He noted that \$125,000 will all be spent before any of the HOT money is going to be given for the DMO. WVTLA President Albert Valera offered to address any financial concerns Council may have.

Hearing no further speakers, Mayor McCullough closed public comments.

4. Discussion and Possible Action

- A. Discuss and consider possible action regarding Hotel Occupancy Tax funding proposals for the period from October 2016 through December 2016. (*Mayor Mac McCullough*)

Mayor McCullough opened discussion and requested Council input.

Councilmember Dussler was surprised and disappointed on the Committee's recommendation to decline the \$3,000 funding request from EmilyAnne Theatre for advertising, which he said expects to attract 28,000 guests for the Trail of Lights event. He stated the EmilyAnne Theatre's ROI calculations are significantly over the required amount and found it difficult to understand why funding would be denied for this organization and asked that this request be reconsidered. He was also opposed to denial of funding for the Wimberley Valley Convention and Visitors Bureau Foundation, which receives and helps 15,000 visitors each year, providing them with information regarding activities, events, and recommendations for dining and lodging. He noted the difficulty of tying a specific lodging recommendation with a booked room and the problematic nature of calculating a primary/secondary ROI. He stated that HOT tax legislation enables cities to fund visitor's centers without an ROI calculation. He said the all-volunteer Visitor's Center staff gets high marks from the community for its efforts and his review of financial statements shows a profit for each year. He was concerned about the decision to deny

funding to a key player in Wimberley's tourism effort, questioned whether it was logical, and hoped the request can be reconsidered. He expressed concerns regarding the \$180,000 funding request from WVTLA for DMO development, however, said the basic premise to establish Wimberley as a destination getaway for business travelers to host management retreats and the like was not a topic discussed by Council. He felt that Council needs to be in agreement on moving in this direction before funding a start-up. He noted the success of other types of travelers to Wimberley, and said focus on business travelers might be a logical addition, but felt Wimberley first needs to decide on what it wants to be. He cited Bastrop's decision to close its visitor's center in favor of a DMO, but reminded that Bastrop has a 490-room resort, a golf course, spa, bars, and restaurants. He stated Wimberley would need the infrastructure necessary to accommodate business groups and offer amenities. He said golf outings would likely be at Woodcreek where golfers would be walking around in Type II effluent, which is not very appealing. He said the DMO financing proposal is questionable and not appropriate for Wimberley or for funding a start-up and did not favor committing for a large amount over a long period due to the risk of failure and no way to recoup capital. Councilmember Dussler questioned what the City would get for its contribution, which would fund the bulk of the capital and asked who would own the equity in any profits interests. He recommended freezing consideration of all requests until Council is in agreement on Wimberley's direction.

Councilmember Fore appreciated everyone's comments and work and expressed support for the HOT Advisory Committee. He expected that fighting over who receives money would become an issue and agreed with Councilmember Dussler to defer action, as he was not comfortable in moving forward at this time.

Councilmember Trapp thanked the Committee for working together in a divisive climate and reminded one of her goals is to empower the City's committees. She recommended following the Committee's recommendations.

Councilmember Barchfeld expressed disappointment in the lack of partnership shown tonight and thanked the Committee. He said we have to play together and live with the HOT tax. He liked supporting the Committee, noted Councilmember Dussler's questioning of EmilyAnne Theatre's funding request denial, but understood that EmilyAnne Theatre received a grant of \$20,000, which he said improved their position. He pointed to the Committee's list of nine rules and the primary focus as putting "heads in beds." He felt that there are good proposals, but was not ready to fund the DMO proposal without further study. He said we need to decide what we want as a community and stated without tourism, Wimberley would have a property tax. Councilmember Barchfeld said Council is trying hard to do a good job, but noted the Committee has developed rules approved by Council, and those rules must be met. He said the Visitor's Center application did not meet some of the Committee's criteria such as the ROI requirement. He stated Council has to take the spirit of anxiety out of this issue and make adult decisions.

Councilmember White felt that the involved parties have not played well together and cautioned against the DMO proposal as overly complicated and creating a lot of paper/accounting work. He said we already have a place to handle what we need to do (the Visitor's Center) and said we are lacking a vision for targeting the problematic slow quarters. He stated Wimberley is just not ready for business tourists or conferences, citing lack of adequate facilities. He felt that there

needs to be more indoor events to increase winter tourism. Councilmember White stated there has to be a way for these two entities to work out of the Visitor's Center building and favored funding maintenance/operation of the Visitor's Center, if it includes the tourists association and all hoteliers, bed and breakfasts, and everyone else.

Mayor McCullough spoke of the need for involved players to work well together. He said long-time resentment must be overcome and liked Council's comments on this matter. Discussion addressed pursuing a vision for Wimberley and postponing action on some Committee recommendations, with the exception of time-critical funding proposals. City Administrator Ferguson noted that there may be a legal issue with extending public funds as a line of credit. Discussion addressed considering approval of funding requests for Wimberley Valley Arts and Cultural Alliance (for Wimberley ALIVE Music and Arts Festival) and Texas Property Masters (Phil Collins), and reconsideration of funding requests from Wimberley Valley Tourism & Lodging Association (WVTLA) and Wimberley Valley Convention and Visitors Bureau Foundation, which has submitted funding request for the next quarter.

Councilmember Trapp moved to approve the funding requests from Texas Property Masters and Wimberley Valley Arts and Cultural Alliance, as recommended by the Committee, and to hold action and study the DMO funding proposal for the next thirty (30) days.

Councilmember White suggested a two-week timeframe, rather than the aforementioned thirty (30) day period. Councilmember Dussler hoped to reconsider the Visitor's Center's funding proposal and felt recommending denial is a mistake. Councilmember Trapp felt the HOT Committee should reconsider the proposals and come back to Council. Councilmember Barchfeld agreed with Councilmember Trapp that the Committee has worked for over a year on this and has said that the Visitor's Center did not come up with an appropriate proposal.

Councilmember Trapp restated her motion to approve the funding requests from Texas Property Masters and Wimberley Valley Arts and Cultural Alliance, as recommended by the Committee, and that the DMO funding request go back to the Committee, as well as discussion of a vision for Wimberley. Chairman Palm said the Commission would need several months to develop a vision and asked if Council wants the Committee to change its guidelines.

Councilmember Trapp restated her motion to approve the funding requests from Texas Property Masters and Wimberley Valley Arts and Cultural Alliance, as recommended by the Committee and to send the DMO and Visitor's Centers funding proposals back to the HOT Advisory Committee for further study. Mayor McCullough said he would like inclusion of language that would require the parties to work together ("play nice").

Councilmember Barchfeld said the guidelines are there to be followed and if the Visitor's Center submits another fully completed application, then that is the way it is supposed to be done to avoid being political.

Councilmember Trapp restated her motion to approve the funding requests from Texas Property Masters and Wimberley Valley Arts and Cultural Alliance, as recommended by the Committee. Councilmember White seconded. Motion carried on a vote of 5-0.

Councilmember Dussler moved to hold action on the DMO funding proposal until such time a proper vision has been developed for Wimberley, to allow the Visitor's Center to resubmit its funding proposal, and to begin meetings among the two groups (WVTLA and Chamber of Commerce/Visitor's Center) to hopefully result in a positive outcome.

Chairman Palm said the Committee would need more time to come back with a vision.

After discussion of various items to include in a motion that would address denied funding requests, resolving differences among parties, and following Committee guidelines, Council reached clarification and simplification of intended motion language.

Councilmember Trapp moved to deny the funding proposals that were not recommended by the HOT Advisory Committee and the DMO proposal, which would require those proposals to be sent back to the Committee, and to hold a Council workshop on development of a vision for Wimberley as guidance for the Committee. Councilmember Barchfeld seconded. Motion carried on a vote of 5-0.

Mayor McCullough asked for a motion to call for the parties to work together ("play nice"). Councilmember White stated that his understanding of the DMO proposal to hire an executive director well-versed in advertising and the Chamber's goal to promote Wimberley "business-to-business." He said the DMO executive director could work in conjunction with the Chamber toward its stated goals, and share information to reach the goal of promoting lodging. He saw no reason to create a DMO or sell bonds that duplicates efforts that Cathy Moreman does well, but said the Visitor's Center could be funded by rent from the WVTLA director, with each entity left to focus on its own primary purposes.

Discussion addressed a joint Council/Committee workshop to talk about long-term vision development. Mayor McCullough asked for a motion to hold a joint workshop.

Councilmember Trapp moved to schedule a joint workshop of City Council and the HOT Advisory Committee to establish the beginnings of a vision for Wimberley's tourism. Councilmember White seconded. Motion carried on a vote of 4-1. Councilmember Fore voted against.

Mayor McCullough called for a recess at 8:34 p.m.

Mayor McCullough reconvened the meeting at 8:41 p.m.

- B. Discuss and consider possible action on issues regarding the City of Wimberley Hotel Occupancy Tax rate. (*Place Three Councilmember Sally Trapp*)

Councilmember Trapp commended the HOT Advisory Committee for a fantastic job and recognized the emotions and divisiveness of this issue. She stated the lodging community has accepted the tax and collected approximately \$200,000, which she said is a ten-year balance

given the funding proposals received to date. She said at the current rate of spending there is no reason to keep collecting the tax or to increase it.

Councilmember Trapp moved to reduce the City of Wimberley Hotel Occupancy tax rate to zero percent (0%). Councilmember Fore seconded.

Councilmember Dussler expressed opposition to reducing the tax rate while considering various HOT tax issues. He said the HOT tax is building a pool of capital as intended to promote tourism and recognized Council's struggles with spending the revenue. He said there is no reason to needlessly penalize our efforts in building this pool while considering the best way to deploy capital. He analogized it to suspending the City's sales tax while working on the budget. He said any underlying agenda to kill the HOT tax is a different discussion and Council should have that discussion and vote on it.

Councilmember Trapp said her motion is just to adjust the rate and review it on an annual basis and right now there are excess funds. Councilmember Fore said the 0% rate was recommended by the Committee and \$200,000 is a sizeable amount of money. He saw no sense in building up a big pool of money and keep collecting at the current rate.

Councilmember Barchfeld spoke on having a reserve or emergency fund in case of another disaster like the recent flood events. He felt that the 5% rate is a good number and shows we can raise a lot of money, as well as be better able to track short-term rentals. He did not favor taking the rate down to 0% and offered 2.5% as a possible option.

Councilmember White said he is extremely torn as he opposed the HOT tax from the beginning. He stated his understanding that the HOT tax program would be given two years to work and was willing to go down to 2% tax rate.

Mayor McCullough asked Council to reflect on everything heard tonight and favored leaving the tax rate at 5%. He recalled how merchants were worried about lack of business after the flood and the need to promote that Wimberley is open for business. He said as more funding request applications are received, the \$200,000 could be absorbed quickly, and did not feel there are significant differences in tax rates of 5%, 4%, or 3%. He favored leaving the tax rate at 5% as funding may be needed for a possible future building addition or for events, particularly when only one quarter's funding period of proposals have been received, and no money has been allocated to date. Mayor McCullough felt it short-sighted and too soon to reduce the rate and sends the wrong signal. Councilmember White agreed and asked that action be postponed pending attempts to resolve issues. Councilmember Trapp pointed to the discord that \$200,000 has caused among groups that cannot get along. She said \$200,000 represents ten years of funds and being flexible with the rate does not kill the HOT tax.

Mayor McCullough said action to reduce the rate sends a signal that Council will kill the HOT tax. Councilmember Fore stressed Council is not doing away with the HOT tax, but adjusting the rate as recommended by the Committee. He said the rate can be changed later. Councilmember Barchfeld recalled that Chair Tomas Palm recommended reducing the rate to 0% and clarification was provided by City Administrator Ferguson that the Committee did not

take a public vote on such action. He advised of one Committee member, who is not present at tonight's meeting, whose position was not in favor of reducing the tax rate. With no formal public action taken, City Administrator Ferguson cautioned that the Committee cannot poll its members outside of a public meeting without violating the Open Meetings Act.

Mayor McCullough questioned the urgency of reducing the rate, given there are upcoming efforts to create a vision.

Councilmember Trapp questioned why there is a tax without a purpose and after one year we are still arguing over how to spend this money. She stated although the guest pays the tax, the lodging owner's bottom line is affected, and said she has statistics showing that lodging is down twenty percent. She asked why we are being greedy when we have \$200,000.

Mayor McCullough stated the \$200,000 collected to date exceeded expectations. Councilmember Trapp questioned who would administer funds in a disaster situation and without such a vision, purpose or marketing plan, we are just taxing.

Councilmember Barchfeld favored keeping the rate as-is and revisiting this issue in 90 days to allow for a cooling-off period after tonight's meeting.

Councilmember Fore agreed with Councilmember Barchfeld's comments to wait 90 days before taking action, as only the first round of funding request applications have been received. Chairman Palm stated the Committee will be looking at three newly submitted proposals at its October 11th meeting.

Discussion addressed whether or not to postpone action, the initial two-year trial period for the HOT tax program, and concerns that Hays County could enact a HOT tax at the maximum rate. Councilmember Barchfeld suggested that the HOT Advisory Committee should be allowed to take a formal vote on this issue before Council takes action.

HOT Advisory Committee member Dan Sturdivant recalled then fellow Committee member Bob Flocke's support for holding off on spending any HOT revenues until \$250,000 has been collected, which was not included in Chairman Palm's statements. Chairman Palm said he does not remember Mr. Flocke's statement or a specific amount mentioned. City Administrator Ferguson recalled that Committee discussion favored having a fund balance for emergencies, as opposed to spending money as it comes in.

Mayor McCullough called for a vote on Councilmember Trapp's motion to reduce the Hotel Occupancy tax rate to 0%, which was seconded by Councilmember Fore, as follows: Councilmember White, nay; Councilmember Barchfeld, nay; Councilmember Trapp, aye; Councilmember Fore, nay; and Councilmember Dussler, nay. Motion failed on a vote of 1-4.

- C. Discuss and consider possible action regarding plans for the 2016 Guy Fawkes Festival on November 5, 2016. (*City Administrator*)

Councilmember Trapp recused herself from the meeting at this time.

City Administrator Ferguson reported on event plans, including date/time, outdoor music, toilet facilities, and security. He advised that this year will mark the 17th year that Mr. Hall has hosted this festival and noted that there have been noise complaints from neighborhood residents in recent years. He stated that outdoor concerts are prohibited, unless approved by Council.

Applicant Steven Hall said the event brings in visitors, who use lodging facilities and bring revenue to Wimberley.

Merry Gibson of 310 Mill Race Lane opposed the event as inappropriate for her one-lane street, cited lack of parking, nature of event goes as anti-government/establishment, and said there are more appropriate locations for an event attended by hundreds of people.

Mayor McCullough added that for the past two years residents have complained about problems with the event being loud, which included calls to local law enforcement.

Jean Ann Cope of 109 Mill Race Lane recalled past festival experiences with loud music late at night (past 10 p.m.), lack of parking causing people to walk up and down Mill Race Lane all night, lack of restroom facilities causing people to use her property, and having her gate opened by an event goer who let her dogs out. She said the event included fireworks, which were not allowed, and the location is inappropriate, as it is a small piece of property that is not owned by Mr. Hall. She questioned whether event insurance has been secured and if the subject property's (115 Mill Race Lane) owner allows such an event in the property's lease. Ms. Cope said the event impacts neighbors every year and felt that Council should not approve the event as the location is inappropriate, tents were set up all over the property, and restroom facilities did not exist.

Discussion addressed the number of people in attendance last year (75 people per Mr. Hall), consideration of alternate locations with adequate facilities, provision of porta-potties, problems with previous years' festivals, need for Council approval for outdoor music events, and complaints from the last two years related to noise and public urination. Mr. Hall said he would consider moving the festival to an alternate location next year and asked for Council's approval of this festival as the last one to be held at its current location. Mr. Hall offered to shorten the length of the event to address concerns about late-night noise and said that there is plenty of public parking for visitors. City Administrator Ferguson said there have been past issues with guests parking at the Wimberley Community Center and climbing over the fence to access the festival.

Councilmember White moved to deny the plans for the 2016 Guy Fawkes Festival on November 5, 2016. Councilmember Fore seconded. Motion carried on a vote of 4-0.

D. Discuss and consider possible action awarding a contract for wastewater impact fee preparation services. (*City Administrator*)

Councilmember Trapp returned to the meeting at this time.

After reviewing a total of two Requests for Qualifications (RFQ) responses, City Administrator Ferguson recommended awarding a contract to HDR, Inc. at a cost of \$7,194.00. Councilmember Fore asked if Council could be included in the vetting process before Council takes action and requested such inclusion in future review processes. City Administrator Ferguson replied affirmatively. Councilmember Trapp stated her understanding that Council would participate in the vetting process. City Administrator Ferguson said respondents could be brought before Council for interviews or a subcommittee could be formed to review responses. Councilmember Fore stated a Council member could be selected to help staff with the review process and City Administrator Ferguson welcomed Council's participation. Discussion favored Council's participation in reviewing RFQ responses and clarified scope of services to be provided.

Councilmember Trapp moved to continue action on Agenda Items 4D and 4E until Council's October 20, 2016 meeting to allow Councilmember Fore to participate in vetting respondents to the City's RFQ issued for wastewater impact fee preparation services and to allow Mayor McCullough to participate in vetting respondents to the City's RFQ for project management (see next Agenda Item 4E). Councilmember White seconded. Motion carried on a vote of 5-0.

- E. Discuss and consider possible action awarding a contract for project management relating to the construction of the Central Wimberley Wastewater System. *(City Administrator)*

See action taken on previous Agenda Item 4D.

- F. Discuss and consider possible action on issues stemming from a second meeting between representatives of the City of Wimberley and Aqua Texas relating to the provision of wastewater to central Wimberley. *(Place Three Councilmember Sally Trapp)*

Councilmember Trapp reported that the second Aqua Texas meeting focused on the retail option and said Aqua Texas President Bob Laughman will be speaking at Council's meeting on October 20, 2016.

Discussion addressed allowing Mr. Laughman the opportunity to speak directly to Council and the public and effect of exercising the retail option on the project timeframe. City Administrator Ferguson stated that legal counsels for both the City and Aqua Texas have been authorized to communicate with each other. Discussion established that exercising the Aqua Texas retail option would kill the City's TWDB loan and U.S. EDA grant, as money cannot be loaned or granted, unless for a public system. Discussion addressed money already spent on system planning and design and the need to know options before spending more on construction. Councilmember Dussler was concerned about giving up loan and grant money and questioned where money would come from for a collection system without such funding.

Councilmember Trapp moved to invite Aqua Texas's Bob Laughman to speak at Council's meeting on October 20, 2016. Councilmember Barchfeld seconded. Motion carried on a vote of 5-0.

- G. Discuss and consider possible action regarding a proposal to waive building permit fees for the construction of residential and commercial rainwater collection systems. (*Place Four Councilmember Gary Barchfeld*)

Councilmember Barchfeld spoke of the Council's long-term goal to look at alternative water sources. He said water is a critical issue and favored a pro-active approach for rainwater collection. He suggested waiving the building permit fees for those wishing to install a rainwater collection system for their home or business, with possible future consideration of similar incentives for other types of environmentally responsible building options such as solar energy.

Discussion addressed nominal budgetary impact of the proposed fee waiver, typical rainwater collection system cost and average fee amount, and limited options for incentives.

Councilmember Trapp moved to approve waiving building permit fees for the construction of residential and commercial rainwater collection systems. Councilmember Dussler seconded. Motion carried on a vote of 5-0.

- H. Discuss and consider possible action regarding the proposed amendment of the Wimberley City Council Governance Policy to include requirements relating to the change of City Council meeting dates, times and place. (*Place Two Councilmember Craig Fore*)

Councilmember Fore referenced a recent time change for a scheduled meeting requested by Mayor McCullough that conflicted with other Council members' schedules. He spoke of the need to confer with everyone before such changes are made. Mayor McCullough apologized for changing the meeting time and City Administrator Ferguson recommended amending the policy to notify all Council members of any proposed changes in meeting dates, times, or places, prior to the meeting being re-posted.

Councilmember Fore moved to proceed with amending Council's Governance Policy, as recommended by City Administrator Ferguson. Councilmember Trapp seconded. Motion carried on a vote of 5-0.

- I. Discuss and consider possible action regarding a proposal to cancel the December 15, 2016 Regular City Council meeting. (*Place Three Councilmember Sally Trapp*)

Councilmember Trapp favored cancelling the December 15th meeting as a needed break for everyone (Council, staff, and the public) to better enjoy the holiday season. Mayor McCullough said he was fine with holding the meeting. Councilmember Barchfeld agreed with Councilmember Trapp and City Administrator Ferguson noted that staff concerns are not a reason for the request.

Councilmember Trapp moved to cancel Council's meeting on December 15, 2016. Councilmember Barchfeld seconded. Motion carried on a vote of 5-0.

- J. Discuss and consider possible action regarding a request from the County of Hays for the City of Wimberley to waive a portion of the City's building permit fees for the planned construction of the Hays County Precinct Three offices at 200 Stillwater. (*City Administrator*)

City Administrator Ferguson highlighted project plans and stated that in the past Council has waived the City's portion of the building permit fees on at least one previous County building project. He noted that should Council desire to grant the fee waiver request, the motion should state that waiving the fees serves a valid municipal purpose.

Councilmember White moved to approve waiving a portion of the City's building permit fees for the planned construction of the Hays County Precinct Three offices at 200 Stillwater and such waiver serves a valid municipal purpose. Councilmember Fore seconded. Motion carried on a vote of 5-0.

- K. Discuss and consider possible action authorizing the city administrator to enter into negotiations regarding the possible development of a license agreement relating to use of a City-owned 0.158 acre tract of property located at the intersection of Ranch Road 12 and FM 2325. (*City Administrator*)

City Administrator Ferguson stated the subject property is currently vacant and Ace Hardware owners have expressed interest in beautifying the small triangular piece of property. He said the license agreement would be similar to the City's agreement with TxDOT to maintain the rest area on Ranch Road 12. He noted Council authorization is needed in order to enter into negotiations regarding agreement development.

Discussion addressed possible terms to include in the license agreement (such as authorizing Christmas trees), and willingness of Ace Hardware to donate time and effort to beautify the space.

Councilmember Fore said that Ace Hardware owners are interested in purchasing the City-owned property and City Administrator Ferguson advised there is a public process for disposition of public property and recommended not selling City property, as it is in a location critical to transportation planning. .

Councilmember White moved to authorize City Administrator to contact Ace Hardware owner Christy Degenhart regarding possible development of a license agreement.

Councilmember Barchfeld moved to authorize City Administrator Ferguson to enter into negotiations with Ace Hardware owner Christy Degenhart to see what she would like to do with the property.

After discussion of both motions, Councilmember Barchfeld withdrew his motion.

Councilmember White moved to authorize the city administrator to contact Christy Degenhart about possible development of a license agreement.

Councilmember Trapp asked if the motion could include discussion of a possible sale and City Administrator Ferguson reminded there is a state-mandated legal process that must be followed to pursue sale of public property.

Councilmember Barchfeld seconded Councilmember White's motion. Motion carried on a vote of 5-0.

Addendum to Agenda

4. Discussion and Possible Action

- L. Discuss and consider possible action regarding a proposed \$750 settlement fee for the early cancellation of the lease for the Oak Drive restroom trailer. (*City Administrator*)

City Administrator Ferguson recommended approval of the settlement fee for early cancellation of the Oak Drive restroom trailer lease.

Councilmember Barchfeld moved to approve payment of the \$750 settlement fee, as presented. Councilmember White seconded. Motion carried on a vote of 5-0.

- M. Discuss and consider possible action regarding a proposed professional services agreement for financial services with *Lori I. Graham, CPA, P.C. (City Administrator)*

City Administrator Ferguson recommended approval of the proposed agreement, highlighted services provided, and noted the renewal agreement calls for an increase in monthly fees from \$1,200 to \$1,350.

Councilmember Trapp moved to approve the agreement, as presented. Councilmember Barchfeld seconded. Motion carried on a vote of 5-0.

5. City Council Reports

- Announcements
- Future Agenda Items

Hearing no announcements or future agenda items, Mayor McCullough called the meeting adjourned.

Adjournment: Council meeting adjourned at 10:10 p.m.

Recorded by:


Cara McPartland

These minutes approved on the 20th of October, 2016.



APPROVED:

A handwritten signature in black ink, appearing to read "Mac McCullough".

Mac McCullough, Mayor

Sec. 9.04.062 Impervious cover

Per the city comprehensive plan, it is the intent of this section to preserve and protect the quality of watersheds and limit the amount of impervious cover in development. Recognizing there is an established correlation between increasing impervious cover and the impairment of water quality and increased erosion, the following limitations on impervious cover are set forth:

(1) Maximum limits. Maximum limits on impervious cover are established as follows on developments occurring after the effective date of this article:

(A) For areas within the recharge and contributing zones of the Edwards Aquifer or Trinity Aquifer in the ETJ, the maximum impervious cover limit is 20%.

(B) For areas within the city limits, impervious cover limits for tracts are established in the city's zoning ordinance according to the particular zoning district the tract is designated.

(2) Impervious cover limit calculations. Impervious cover limits in this section are expressed as a percentage of the gross site area of the subject tract. For purposes of calculation of impervious cover limits, the gross site area includes water quality buffer zone (WQBZ) areas and critical environmental features (CEF) setback areas.

(3) Items considered impervious cover. The following shall be considered as impervious cover, unless modified through the use of incentives (rainwater collection, porous pavement, etc.):

- (A) Roads, pavements, and driveways;
- (B) Parking areas;
- (C) Buildings;
- (D) Pedestrian walkways and sidewalks;
- (E) Concrete, asphalt, and masonry surfaced areas, and stone surfaced areas;
- (F) Swimming pool water surface area;
- (G) Densely compacted natural soils or fills which result in a coefficient of permeability less than 1×10^{-6} cm/sec;
- (H) All existing man-made impervious surfaces prior to development;
- (I) Water quality and stormwater detention basins lined with impermeable materials;
- (J) Stormwater drainage conveyance structures lined with impermeable materials.

(4) Items not considered impervious cover.

- (A) Existing roads adjacent to the development and not constructed as part of the development at an earlier phase;
- (B) Rock outcrops;
- (C) Landscaped areas and areas remaining in their natural state;
- (D) Water quality controls and stormwater detention basins not lined with impermeable materials;
- (E) Stormwater drainage conveyance structures not lined with impermeable materials;

- (F) Interlocking or “permeable” pavers; and
- (G) Functioning rainwater harvesting systems, as defined below.

(5) Reduction incentives.

(A) As an incentive to reduce impervious cover, all developments with less than 15% impervious cover are not required to provide technical demonstration for removal of net increase in pollutants, but must still incorporate sufficient water quality control measures to comply with the other provisions of this article.

(B) Through the incorporation of incentives (rainwater collection, pervious pavement, non-structural BMPs), also known as “stormwater credits” for the purposes of water quality calculations, this allows for the reduction of impervious cover that is considered (taken into account) in the calculation of pollutant load removal for a specific site. (Refer to the city's TCSS Manual for more explanation regarding the calculations and methods for attaining effective impervious cover.) There is a reduction in the impervious cover for purposes of calculation, and also a corresponding allowance for an increase in the physical impervious cover.

(6) Rainwater harvesting incentives.

(A) Rainwater harvesting consists of a series of components designed to capture, store and reuse rainwater. A rainwater harvesting system consists of six basic components including:

- (i) Catchment area/roof, which is the surface on which the rain falls;
- (ii) Gutters and downspouts, which transport the water from the catchment area to storage;
- (iii) Leaf screens and roof washers, which are used to filter out debris;
- (iv) Cisterns or storage tanks where collected rainfall is stored;
- (v) Conveyance, which is the method of delivering the water either by gravity or pump; and
- (vi) Water treatment, which includes filters and equipment that are used to settle, filter, and disinfect the water if it is to be used for drinking water.

(B) A rainwater harvesting system approved under this article shall comply with the following minimum requirements:

- (i) The entire system, including rainwater collection, conveyance and storage, shall be isolated from the site stormwater system.
- (ii) The collected rainwater shall be used for on-site irrigation or other purposes as approved by the city.
- (iii) The system shall comply with the pollution control performance standards of [section 9.04.061\(a\)](#) and (b).
- (iv) The on-site irrigation system shall be designed in accordance with standard irrigation practices considering such factors as soil type, slope, and vegetative uptake rates.

(C) Rainwater collection and containment structures functioning as a rainwater harvesting system are not considered impervious cover. Such structures and/or improvements can be used to obtain credit towards any impervious cover requirement set forth in this article. Structures and/or improvements (e.g., building roofs, patios, awnings, etc.) from which stormwater is harvested are considered impervious cover.

(D) In order to qualify to receive credit for a rainwater harvesting system, the system must be designed to exceed normal draw (i.e., no credit will be given if the tank routinely stays full). Credit is just for the tank cover. In order to qualify, the applicant must demonstrate where water is going. (e.g., how it will be drawn down, use as non-potable source rainwater, or irrigation).

(E) Credits can zero-out impervious cover for purposes of calculating runoff treatment. Applicants may also get up to 10 percentage points credit toward additional cover.

(7) Transferable development intensity (TDI) incentive.

(A) Transfer of development intensity. An applicant who complies with a provision of this subsection qualifies for the TDI:

(i) For each three (3) acres of land that an applicant leaves undeveloped and undisturbed in an area zoned by the city for nonresidential use, and does not include impervious calculations elsewhere, the applicant may transfer up to one (1) acre of impervious cover, but in no case shall the maximum impervious cover limit be increased by more than ten (10) percentage points;

(ii) For each six (6) acres of land that an applicant leaves undeveloped and undisturbed in an area zoned by the city for residential use and does not include impervious calculations elsewhere, the applicant may transfer up to one (1) acre of impervious cover, but in no case shall the maximum impervious cover limit be increased by more than ten (10) percentage points; or

(iii) For each six (6) acres of land that an applicant leaves undeveloped and undisturbed in the ETJ of the city and does not include its impervious calculations elsewhere, the applicant may transfer up to one (1) acre of impervious cover, but in no case shall the maximum impervious cover limit be increased by more than ten (10) percentage points.

(B) Requirements. An applicant who qualifies for a TDI must comply with the following requirements to effectuate the transfer:

(i) The transferring tract and the receiving tract must be located within the city limits or the city's ETJ;

(ii) The transferring tract does not include a WQBZ or CEF;

(iii) The receiving tract must comply with the water quality control standards of this article;

(iv) The transferring and the receiving tracts must be concurrently platted and must transfer development intensity at that time;

(v) The TDI must be noted on the plats of the transferring and receiving tracts; and

(vi) A restrictive covenant must be filed in the deed records, approved by the city, that runs with the transferring tract and describes the TDI.

(8) Restrictions on siting of impervious cover.

(A) Impervious cover shall not be constructed downstream of water quality controls.

(B) Impervious cover shall not be constructed within WQBZs.

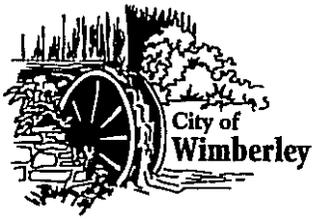
(C) Impervious cover shall not be constructed within critical environmental feature setback areas.

(D) Impervious cover shall not be constructed within the areas designated for on-site irrigation of treated wastewater effluent disposal and/or captured stormwater.

(Ordinance 2011-005, sec. 156.004, adopted 3/3/11)

Sec. 12.04.023 Rainwater harvesting option

Effective April 1, 2009, homebuilders and/or developers subdividing lots and/or constructing new single-family residential homes shall offer a rainwater harvesting option in any series of design options offered to prospective home buyers. (Ordinance 2009-003, sec. 51.23, adopted 2/5/09)



AGENDA ITEM: Storage Lease
SUBMITTED BY: Shawn Cox, City Administrator
DATE SUBMITTED: January 13, 2020
MEETING DATE: January 16, 2020

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

In June 2019, the City began utilizing a storage area on Flite Acres to store the Public Works Department's barricades, signs, and equipment. Prior to using this space, the City had a storage unit on Ranch Road 12.

The previous costs for storage were \$550.00 per month (\$6,600 annually). In an effort to reduce annual expenditures, the Public Works Department began to use the Flite Acres storage on a temporary bases to ensure there were no issue with the location or access. The monthly costs of use of this storage is \$100 (\$1,200 annually). In the last six (6) months there have been no issues with the location. The Adopted FY 2020 Annual Budget includes the \$1,200 annual cost for storage space.

For Council consideration is the approval of a twelve-month lease for the storage space on Flite Acres for an amount no to exceed \$1,200 per year.

REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

Budgeted Item	<input checked="" type="checkbox"/>	Original Estimate/Budget:	\$1,200.00
Non-budgeted Item	<input type="checkbox"/>	Current Estimate:	\$1,200.00
Not Applicable	<input type="checkbox"/>	Amount Under/Over Budget:	\$

ATTACHEMENT(S)

- Initial Lease Storage Lease Agreement-6 Months (2019)
- Proposed Lease Storage Lease Agreement – 12 Months (2020)

Lease for Storage in Barn

525 Flite Acres Road

BETWEEN:

Judy M. Dunn ("Landlord")

OF THE FIRST PART

AND-

City of Wimberley ("Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations provided in the Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

The Landlord agrees to rent to the Tenant two (2) open stalls (more of less) in the metal barn located at 525 Flite Acres Road, Wimberley, Texas, 78676 (the "Property") as a storage facility only.

The term of the Lease commences on June 1, 2019 and continuing on a month-to-month basis until the Landlord or the Tenant terminates the tenancy. Either party must provide 10-day notice before terminating this lease.

INITIAL TERM 6 MONTHS (see find)

Notwithstanding that the term commences on June 1, 2019, the Tenant is entitled to possession of the Property immediately.

Subject to the provisions of this Lease, the rent for the Property is one hundred dollars (\$100.00) per month (the Rent). The Tenant will pay the Rent on or before the 1st day of each and every month of the term of this Lease to the Landlord at P.O. Box 650, Wimberley, Texas, 78676 or at such other place as the Landlord may later designate.

The Landlord is responsible for the payment of all utilities in relation to the Property.

The Tenant is hereby advised and understands that the property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is encouraged to obtain its own insurance to cover any loss to the Tenant's property.

It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under the Lease, be construed in accordance with and governed to the exclusion of the law of any other forum, by the laws of the State of Texas, without regard to the jurisdiction in which any action or special proceeding may be instituted.

The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person or employee for whom the Tenant is responsible who may be on the Property of the Landlord or for any loss of or damage or injury

to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.

IN WITNESS WHEREOF The parties have duly affixed their signatures on this 13 day of May, 2019.



Tenant: City of Wimberley



Landlord: Judy M. Dunn

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the 20th day of MAY, 2019.



City of Wimberley

Lease for Storage in Barn

525 Flite Acres Road
Wimberley, Texas 78676

BETWEEN: **Judy M. Dunn (“Landlord”)**

OF THE FIRST PART

AND-

City of Wimberley (“Tenant”)

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations provided in the Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

The Landlord agrees to rent to the Tenant two (2) open stalls (more or less) in the metal barn located at 525 Flite Acres Road, Wimberley, Texas, 78676 (the “Property”) as a storage facility only.

The term of the Lease commences on February 1, 2020 and terminates January 31, 2021. Either party must provide 10-day notice before terminating this lease. The

Subject to the provisions of this Lease, the rent for the Property is one hundred dollars (\$100.00) per month (the Rent). The Tenant will pay the Rent on or before the 1st day of each and every month of the term of this Lease to the Landlord at P.O. Box 650, Wimberley, Texas, 78676 or at such other place as the Landlord may later designate.

The Landlord is responsible for the payment of all utilities in relation to the Property.

The Tenant is hereby advised and understands that the property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is encouraged to obtain its own insurance to cover any loss to the Tenant’s property.

It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under the Lease, be construed in accordance with and governed to the exclusion of the law of any other forum, by the laws of the State of Texas, without regard to the jurisdiction in which any action or special proceeding may be instituted.

The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person or employee for whom the Tenant is responsible who may be on the Property of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.

IN WITNESS WHEREOF The parties have duly affixed their signatures on this 10th day of January, 2020.

Tenant: City of Wimberley



Landlord: Judy M. Dunn
P.O. Box 650
Wimberley,, Texas 78676-0650
jdunn18@austin.rr.com 512/667-4376

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the _____ day of _____, 2019.

City of Wimberley



AGENDA ITEM: Municipal Maintenance Agreement
SUBMITTED BY: Shawn Cox, City Administrator
DATE SUBMITTED: January 13, 2020
MEETING DATE: January 16, 2020

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

One of the many projects the Downtown District Committee has been working on is Wayfinding Signage along Ranch Road 12, FM 3237, and FM 2325. These signs will provide directions to Wimberley’s visitors.

Since the signs will need to be installed on TxDOT Right-of-Way, the City must first get approval from TxDOT to install the signs. The first step to acquiring this approval is Council first approving an updated Municipal Maintenance Agreement (MMA) with the State. The City originally entered an MMA with the State on June 18, 2002. There are no major changes between the two versions.

REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

- | | | | |
|-------------------|-------------------------------------|---------------------------|----|
| Budgeted Item | <input type="checkbox"/> | Original Estimate/Budget: | \$ |
| Non-budgeted Item | <input type="checkbox"/> | Current Estimate: | \$ |
| Not Applicable | <input checked="" type="checkbox"/> | Amount Under/Over Budget: | \$ |

ATTACHEMENT(S)

- MMA – June 18, 2002
- Resolution No. 01-2020 - Approving MMA
- Draft MMA – City of Wimberley - 2020

MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS *

COUNTY OF TRAVIS *

THIS AGREEMENT, made this 18 day of June, 2002, by and between the State of Texas, hereinafter referred to as the "State", party of the first part, and the Village of Wimberley, Hays County, Texas (population 3797, 2000, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City", part of the second part.

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

For this agreement the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A", which is attached hereto and made a part hereof.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B", which is attached hereto and made a part hereof.
2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
3. Exhibits that are a part of this agreement may be exchanged with both parties written concurrence. Additional exhibits may also be added with both parties written concurrence.

GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.
3. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.
4. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the Texas Manual on Uniform Traffic Control Devices, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements.
5. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.

6. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622 and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
7. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.
8. Traffic control devices, such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device, which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.
9. Should the City have a city-wide driveway permit process, the City will issue permits for access driveways and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities in accordance with "Regulations for Access Driveways to State Highways" adopted by the Texas Department of Transportation or with other standards and specifications for the design, construction, and maintenance details subject to approval in writing by the State. Should the City not have a city-wide driveway permit process, the State may issue access driveway permits on State highway routes in accordance with its "Regulations for Access Driveways to State Highways".
10. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement.

NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A".

State's Responsibilities (Non-Controlled Access)

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.
3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.

4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.
5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.
6. Install, maintain and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph number 4). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.
7. Install, operate and maintain traffic signals in cities with less than 50,000 population.
8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

City's Responsibilities (Non-Controlled Access)

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
2. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided in paragraph number 6 above), parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate and maintain all school safety devices and school crosswalks.
3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph number 4).
4. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.
5. Retain all functions and responsibilities for maintenance and operations, which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.
6. Install, maintain and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.
7. Perform mowing and litter pickup.
8. Sweep and otherwise clean the pavement.
9. Perform snow and ice control.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B".

State's Responsibilities (Controlled Access)

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist, and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.
5. Except as provided under "General Conditions" in paragraph number 4, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks, and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
6. Install, operate, and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.
7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.

5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph number 5 under "State's Responsibilities"), and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph number 4).

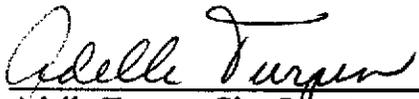
TERMINATION

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operations duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code, 23 United States Code § 116 and the State's Interstate Maintenance Guidelines as approved by the Federal Highway Administration in accordance with 23 CFR § 635 Subpart E.

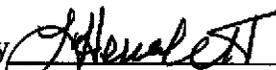
Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures: The Village of Wimberley, on the 1st day of March, 2001, and the Texas Department of Transportation, on the 18 day of ~~March~~ ^{June}, 2002

ATTEST:

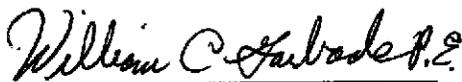

Adelle Turpen, City Secretary

VILLAGE OF WIMBERLEY

By 
Linda Hewlett, Mayor

THE STATE OF TEXAS

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

BY 
District Engineer
Austin District

NOTE: To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

RESOLUTION NO. 01-2020

A RESOLUTION OF THE CITY OF WIMBERLEY, TEXAS APPROVING A MUNICIPAL MAINTENANCE AGREEMENT WITH THE STATE OF TEXAS THAT FIXES THE RESPONSIBILITIES FOR THE MAINTENANCE OF STATE HIGHWAYS WITHIN AND THROUGH THE CORPORATE LIMITS OF THE CITY; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WIMBERLEY, TEXAS:

PART 1. The attached Municipal Maintenance Agreement with the State of Texas (the "Agreement") is approved.

PART 2. The City Administrator is authorized to execute the Agreement on behalf of the City.

PART 3. This resolution shall be in full force and effect immediately from and after its passage.

PASSED AND APPROVED this 16th day of January 2020.

THE CITY OF WIMBERLEY, TEXAS

By: _____
Susan Jagers, Mayor

ATTEST:

Laura Calcote, City Secretary





MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this _____ day of _____, 20____, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of _____ (population _____, 2010, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City," party of the second part.

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A," which is attached hereto and made a part hereof.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B," which is attached hereto and made a part hereof.
2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
3. Exhibits that are a part of this agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence.

GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.
4. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.
5. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.

7. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
8. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.
9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.
10. New construction of sidewalks, ramps or other accessibility related items shall comply with current ADA standards. The city is responsible for the maintenance of these items.
11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State Highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement

NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A."

State's Responsibilities (Non-Controlled Access)

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.
3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.

4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.
5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.
6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph 5). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.
7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

City's Responsibilities (Non-Controlled Access)

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
2. Install and maintain all parking restriction signs, pedestrian crosswalks [except as provided in paragraph 6 under "State's Responsibilities (Non-Controlled Access)"], parking stripes and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.
3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph 5).
4. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.
5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.
6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.
7. Perform mowing and litter pickup.
8. Sweep and otherwise clean the pavement.
9. Perform snow and ice control.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B."

State's Responsibilities (Controlled Access)

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.
5. Except as provided under "General Conditions" in paragraph 5, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
6. Install, operate and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.
7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.
5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities") and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 5).

TERMINATION

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code and 23 United States Code Section 116.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of _____

on the _____ day of _____, 20____, and the Texas Department of Transportation, on the _____ day of _____, 20____.

ATTEST:

CITY OF _____

BY _____

(Title of Signing Official)

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

BY _____

(District Engineer)

_____ District

REVIEW USE ONLY

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For more information, call 512/416-3048.

NOTE: To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

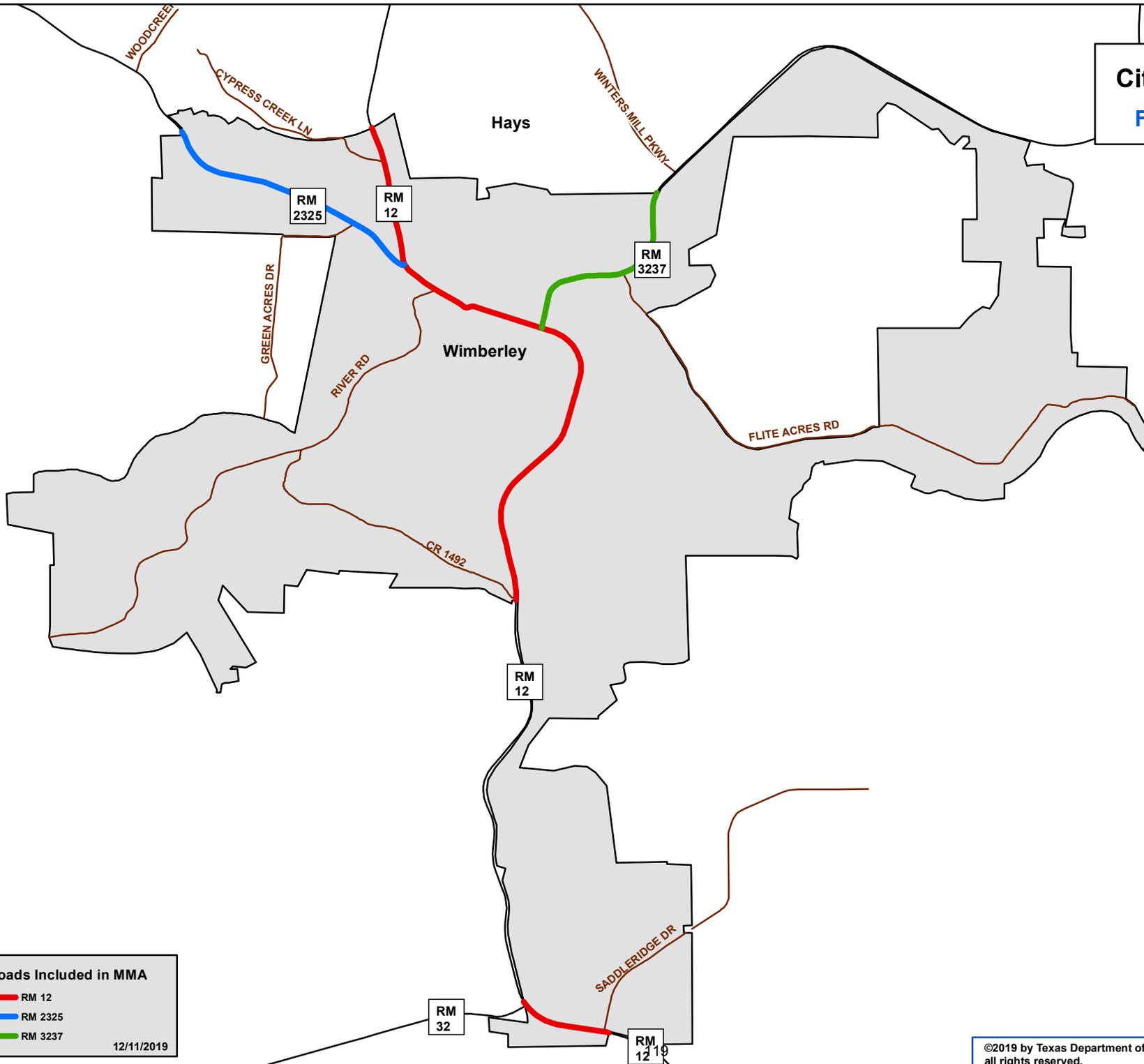
EXHIBIT A

**TABLE 1
NON-CONTROLLED ACCESS HIGHWAYS
(SEE FIGURE A-1)**

HWY	DESCRIPTION
RM2325	City Limit to RM12
RM0012	Approx. .186 miles N of Cypress Creek to approx. .010 miles S of CR1492
RM0012	Approx. .022 miles NW of RM32 to approx. 0.24 miles SE of Saddle Ridge Dr.
RM3237	RM12 to approx. .141 miles S Winters Mill Pkwy

Maintenance Activity/Facility-Type	Responsibility	
	State	City
Traffic control signs and pavement striping/markings, highway routing signs.	X	
All pavement base and surface maintenance, repair, reconstruction, and resurfacing.	X	
Assist with mowing, sweeping, cleaning and litter control to supplement City resources when requested by the City and if State resources are available.	X	
Assist with snow and ice control to supplement City resources when requested by the City and if State resources are available.	X	
Assist with emergency/non-emergency call-outs to supplement City resources when requested by the City and if State resources are available.	X	
All pedestrian and bicycle assets including pedestrian bridges, pedestrian rails, sidewalks, curb ramps, shared use path, bike lanes, bikeways or trails.		X
Drainage facilities outside of normal highway right-of-way.		X
All duties not specifically delineated as being State's responsibility.		X

City of Wimberley
Figure A-1



Roads Included in MMA

- RM 12
- RM 2325
- RM 3237

12/11/2019

EXHIBIT B

CONTROLLED ACCESS HIGHWAYS

At the time of execution of this agreement no controlled access highways were located within the city limits of Wimberley.

If future controlled access highways are constructed then this agreement will be amended accordingly.



AGENDA ITEM: Central Wimberley Wastewater Project Update
SUBMITTED BY: Shawn Cox, City Administrator
DATE SUBMITTED: January 13, 2020
MEETING DATE: January 16, 2020

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The City Administrator will provide an update regarding the Central Wimberley Wastewater Project; including updates on easements, construction, contracts and coordination with various State entities.

REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

- Budgeted Item Original Estimate/Budget: \$
- Non-budgeted Item Current Estimate: \$
- Not Applicable Amount Under/Over Budget: \$

ATTACHMENT(S)

- Central Wimberley Wastewater Project Status Update – 1.10.20



Central Wimberley Wastewater Project - Status Update

January 10, 2020

Prepared By: Shawn Cox, City Administrator

Engineering

Aqua System Feasibility Study

Plummer Engineering is working to complete the feasibility study on Aqua's System for connection of the City's collection system. The HEB/Emergency Lane lift station pumps are rated at 350 gallons per minute (gpm). Plummer has requested information on the operation of the lift station to determine the maximum additional flow that can be accommodated. Plummer expects this information today (January 10) and will proceed in evaluating the maximum flow that could be pumped from the RR 12 lift station to the HEB/Emergency Lane lift station. This flow rate will determine if any modifications to the RR 12 lift station (i.e. diameter and/or depth of wet well) will be necessary. Once received it will take approximately a week to ten days to assess.

Construction

Lift Station (RR12 @ FM 3237)

The lift station specs are being reviewed for possible changes to the wet well depth, diameter and pumps. Any needed changes will be based off the determination of the feasibility analysis. Once any changes are confirmed, the lift station will be ordered for construction to begin. It is expected to take five (5) months once the specifications are approved to have the lift station operational

Collection Lines

Capital Excavation will begin construction of the remaining gravity lines this month (January). A specific start date is not known yet. Lines to be installed are on Oldham, Ranch Road 12, and FM 3237. Once we have a specific start date, we will provide a schedule for when construction on each line is anticipated to start and finish.

Force Main Lines

Reviewing the route to connect the force main from our lift station at Ranch Road 12 & FM 3237 to the HEB/Emergency Lift Station we will look to follow the same trench back to the Cypress Creek Bridge we have used for the gravity line already installed. This would route the force main along Rio Bonito to Blue Heron. From Blue Heron we would take the line up Henson to the Square and onto Ranch Road 12 to connect to the side of the bridge. From the bridge we will direction drill along Ranch Road 12 to take the line to the HEB/Emergency Lane lift station. For convenience a map with this proposed route is attached (lines in green).

To connect the properties on Blue Hole Lane and the Deer Creek lift station to the system, a line running down Blue Hole Road will connect these two areas to a manhole at the end of the gravity line on Old Kyle. This too is shown on the attached map (line in orange).

Easements

The proposed route of the force main will require agreements with two (2) property owners. Discussions with these owners have begun related to the location of the force main line. Currently the City has easement agreements with these owners for the gravity lines. These are being reviewed by the City and the owners to see if they will accommodate the force main lines as well. Continued discussions with the owners are expected to be scheduled for next week, after their review of the project.

Connection to Cypress Creek Bridge

On Tuesday (January 7) I talked with Reed Smith, TxDOT's Transportation Engineer in the South Travis/Hays Area Office, to review what will be required to connect the force main line to the side of the Cypress Creek Bridge. Plummer Engineering is putting together a rendering of what this connection would look like to provide to TxDOT for review.

Ranch Road 12 (Force Main)

In my conversation with Mr. Smith, we also briefly discussed the use of Ranch Road 12 Right-of-Way (ROW) for the installation of the force main north of Cypress Creek for the purpose of connecting to the HEB/Emergency Lane lift station. The line will be installed via directional drilling. The work will be done during the day, and no lane closures are expected.

Wastewater Treatment Contract (Aqua Texas)

Council Member Barchfeld and I met with the City Attorney on December 20, 2019 to continue developing the Contract with Aqua Texas for treatment of the City's wastewater. Charlie (City Attorney) is reaching out to Aqua's attorney and he will be prepared to provide an update on our progress with Aqua in January. Additionally, the City Attorney is reviewing whether there is any opportunity to work with Aqua to construct the line north of the creek.

Engineering (Design)

While we are reviewing whether Aqua can construct the line north of the creek, we are also working with Plummer Engineering on a proposal for engineering services to design this section of the project. There has been no design engineering on the connection to Aqua's lift station at HEB/Emergency Lane. In addition to design, this contract would also include bid coordination for construction of this section. Key components to the proposal are any conditions TxDOT will ask for regarding connecting to the Cypress Creek Bridge. As stated above the City and Plummer are working on putting a rendering for review by TxDOT.

Communication

Property/Business Owners

A meeting with a few business and property owners in the Square is being set up for the week of January 20th. The purpose is to provide as much information on the status of the project as possible, including next steps, schedule, and any other information available.

As we did previously, the City and Capital Excavation will work with each property owner to determine the best location for their connection to the system. Additionally, we will coordinate any work in the Square and along Ranch Road 12 with the merchants to mitigate any impact to business.

Town Hall

We are working to schedule a Town Hall meeting for either the week of January 20th or 27th, depending on availability of the Community Center. Much like the meeting with the business and property owners we are looking to provide as much information as we can and answer any and all questions we can.

Other Items

Sewer Utility Rates

The City last adopted utility rates in August 2017. The final rates were to become effective after the completion of the final phase of the Discharge Permit (WQ001321001). As we are now connecting to Aqua's system the final phase of the permit will not be complete. Building from the numerous rate studies the City has undertaken, a new rate model is being developed internally. The model will make sure the rates are sufficient to cover the cost of operating the utility system (maintenance/administration costs/etc.), payment of debt, capital improvements (major repairs/improvements). A draft is anticipated to be ready for Council discussion in late February or early March.

Impact Fees

The City started the development of its impact fees in 2016 with the selection of HDR to assist in the assessment and establishment of the fees. While this was to be completed in January 2017, no committee was established, and no fees were evaluated or adopted.

Based on the utilization of Aqua Texas to treat the wastewater produced, I am working with our City Engineer/Project manager and Plummer Engineering to determine if there is still a need to establish these fees.

Utility Billing

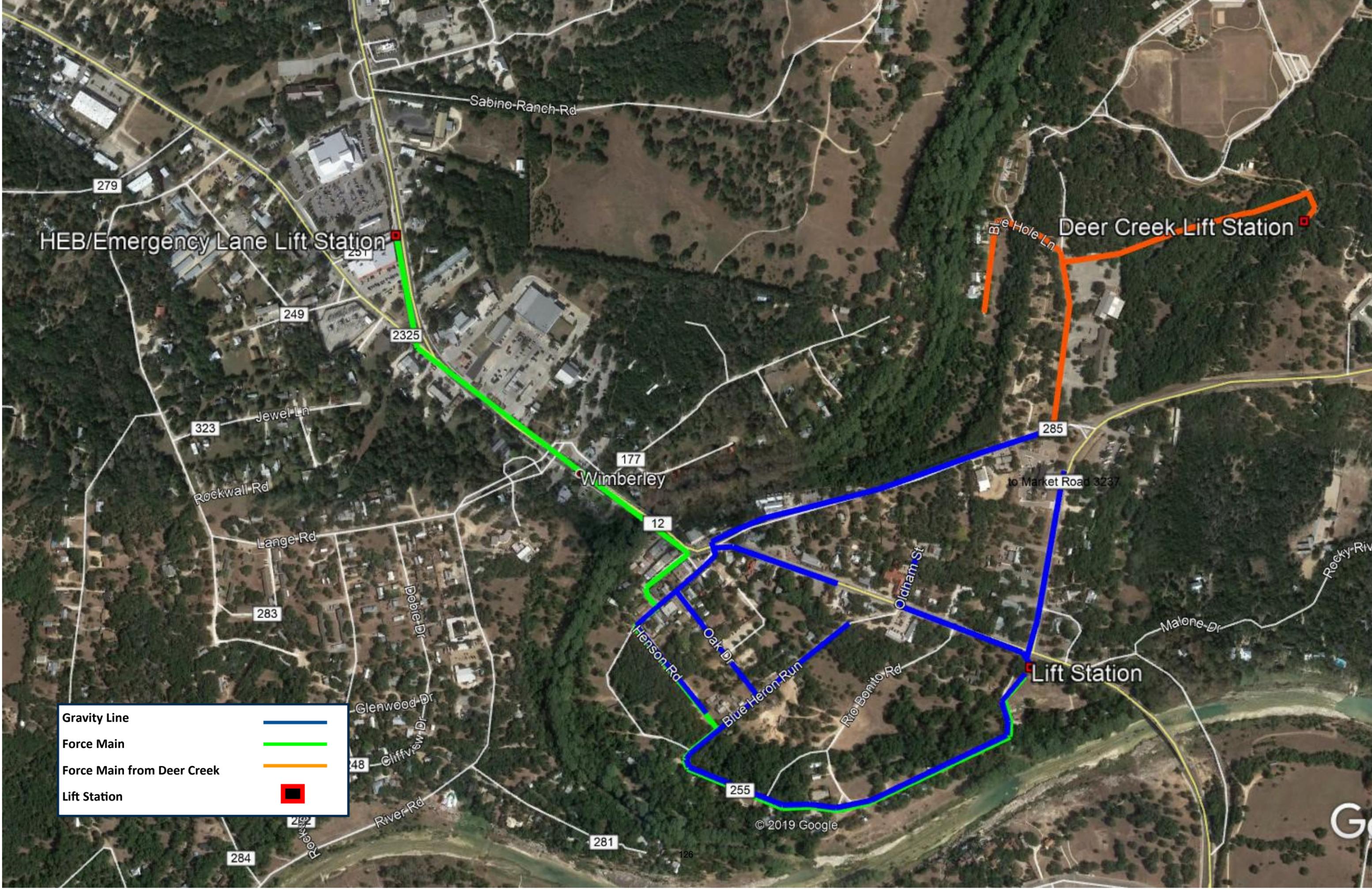
Currently the City's Financial Clerk sends out the utility bills for the City. There are only two (2) customers being billed. We are reviewing our current finance software and the modules it can accommodate to see if there is a solution for expanding our billing needs. We, along with the Wastewater Ad Hoc Advisory Committee have also looked at how this could be accomplished with the programs we have now. Options for Council consideration are anticipated to be reviewed in March or early April.

Schedule

Construction		
<u>Component</u>	<u>Start</u>	<u>Completion</u>
Collection Lines (CO#4)	January 2020	July 17, 2020
- Gravity Lines (RR12)	TBD	TBD
- Gravity Lines (FM 3237)	TBD	TBD
- Force Main (Deer Creek/Blue Hole)	TBD	TBD
- Lift Station	TBD	5 Months from Start
Collection Lines (Aqua Connection)	TBD	TBD
- Connection to Cypress Creek Bridge	TBD	TBD
- Force Main (RR12-Directional Drill)	TBD	TBD
- Tie in to HEB Lift Station	TBD	TBD
Contract		
Negotiate Aqua Contract	August 2018	TBD
Other		
Update Sewer Utility Rates	January 2020	February/March 2020
Impact Fees	TBD	TBD
Utility Billing	January 2020	March/April 2020

Attachment(s)

- Collection System Map



HEB/Emergency Lane Lift Station

Deer Creek Lift Station

Wimberley

Lift Station

- Gravity Line
- Force Main
- Force Main from Deer Creek
- Lift Station