



**CITY OF  
WIMBERLEY**

**REGULAR CITY  
COUNCIL MEETING  
PACKET**

**Thursday, April 16, 2020**

**6:00 p.m.**



# City of Wimberley

221 Stillwater Drive, Wimberley, Texas 78676

## **REGULAR CITY COUNCIL MEETING** **THURSDAY, APRIL 16, 2020 – 6:00 P.M.**

### **AGENDA**

In accordance with order of the Office of the Governor issued March 16, 2020, the City Council of the City of Wimberley will conduct a teleconference/video conference meeting in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19).

The meeting will be held on **Thursday, April 16, 2020, at 6:00 p.m.**

The public may participate in this meeting via the following toll-free numbers 888-475-4499 or 877-853-5257 and/or using the meeting ID 811 0553 9117 and using the password 012623.

The public will be permitted to offer public comments and participate in any public hearing via teleconference or video conference, as provided by the agenda and as permitted by the presiding officer during the meeting.

Anyone wishing to offer public comments, participate in any public hearing, or offer written questions or comments must notify City Secretary, Laura Calcote, at [lcalcote@cityofwimberley.com](mailto:lcalcote@cityofwimberley.com), at least two hours before the meeting.

A recording of the meeting will be made and will be available to the public in accordance with the Texas Public Information Act upon written request.

- 
1. **CALL TO ORDER**                      April 16, 2020 at 6:00 p.m.
  2. **CALL OF ROLL**                      City Secretary, Laura Calcote
  3. **INVOCATION**                      Wimberley United Methodist Church Reverend, Wes Cain
  4. **PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG**
  5. **CITIZENS COMMUNICATIONS**  
*Citizens must sign-in with City Secretary, Laura Calcote, via email at [lcalcote@cityofwimberley.com](mailto:lcalcote@cityofwimberley.com) at least two (2) hours before the meeting to address City Council. Limit your comments to three (3) minutes. City Council will listen to the comments but cannot discuss or respond to the comments during the meeting. 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. PRESENTATIONS**

6.1. Presentation by Langford Community Management Services, Inc. regarding an update on HMGP/GLO projects. *(Judy Langford)*

6.2. Presentation by Hays County Precinct 3 Constable, Ray Helm, regarding the COVID-19 virus departmental response in Wimberley. *(Constable Ray Helm)*

## **7. CONSENT AGENDA**

7.1. Approval of minutes from the Regular City Council Meeting held April 2, 2020.

7.2. Approval of minutes from the Special City Council Meeting held April 9, 2020.

7.3. Approval of Peter Lingamfelter's resignation from the Planning and Zoning Commission.

7.4. Approval of Place Three Christine Byrne's appointment of Phillip McBride to the Planning and Zoning Commission.

7.5. Approval of the second and final reading of Ordinance No. 2020-05, establishing a new prima facie speed limit of twenty-five (25) miles per hour for all roadways within the City Limits of Wimberley, which are not an officially designated or marked highway or road of the state highway system, with the exception of Spoke Hollow Road, Flite Acres Road and County Road 1492; pursuant to City of Wimberley Code of Ordinances Article 11.02 Traffic-Control Devices and Texas Transportation Code Section 545.356; and repealing the prima facie speed limit of thirty (30) miles per hour on such roadways; making certain findings; authorizing the placement of speed limit signs along such streets; providing a penalty in an amount of not less than \$1.00 or more than \$200.00 for violation of any provision hereof; and providing for severability.

## **8. CITY ADMINISTRATOR REPORT**

Updates regarding current and projected sales tax, City facilities, the new City website, potential agreements, projects, communication and the COVID-19 virus *(City Administrator Shawn Cox)*

## **9. PUBLIC HEARINGS AND POSSIBLE ACTION**

9.1 Hold a public hearing and consider approval regarding case CUP-20-002, an application for a Conditional Use Permit to allow for the operation of a vacation rental on property zoned Single-Family Residential 2 (R-2) located at 222 Box Canyon, Wimberley, Hays County, Texas. *(Applicant Michael Bachers)*

9.2 Hold a public hearing and consider approval regarding case CUP-20-003, an application for a Conditional Use Permit to allow for the operation of a bar/tavern on property zoned Highway Commercial (HC) located at 9595 Ranch Road 12, Wimberley, Hays County, Texas. *(Applicant Trevor Savage)*

## **10. DISCUSSION AND POSSIBLE ACTION**

- 10.1. Discuss and consider possible action regarding a request to operate a food service trailer at 411 FM 2325 in Wimberley, Texas. *(Applicant Brandon Kibby/Paradise Amusements)*
- 10.2. Discuss and consider possible action to approve Resolution No. 02-2020, observing May 9<sup>th</sup>, 2020 as World Migratory Bird Day (WMBD) at the Patsy Glenn Refuge, and, in the future, to be observed there and at other Wimberley City parks and wildlife sanctuaries on designated dates for World Migratory Bird Day. *(Parks Maintenance and Natural Resource Manager Nathan Glaiser)*
- 10.3. Discuss and consider possible action to approve an expenditure in the amount of \$1,353.00 from The Grass Outlet for the delivery of six pallets of Palisades Zoysia grass to be installed in the Blue Hole Regional Park swim area. *(Parks Maintenance and Natural Resource Manager Nathan Glaiser)*
- 10.4. Discuss and consider possible action regarding a potential oak wilt policy. *(Place Four Council Member Gary Barchfeld)*
- 10.5. Discuss and consider possible action regarding the status of the Central Wimberley Wastewater Project. *(City Administrator Shawn Cox)*
- 10.6. Discuss and consider possible action regarding the City of Wimberley's contract with Aqua Texas for the treatment of wastewater. *(City Administrator Shawn Cox)*

## **11. CITY COUNCIL REPORTS**

- 11.1. Announcements
- 11.2. Future agenda items

## **12. 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](http://www.cityofwimberley.com), in compliance with Chapter 551, Texas Government Code, on Monday, April 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.





<b>AGENDA ITEM:</b>	<b>Consent Agenda</b>
<b>SUBMITTED BY:</b>	Laura Calcote, City Secretary
<b>DATE SUBMITTED:</b>	April 13, 2020
<b>MEETING DATE:</b>	April 16, 2020

## AGENDA FORM

### ITEM DESCRIPTION/SUMMARY

- 7.1. Approval of minutes from the Regular City Council Meeting held April 2, 2020.
- 7.2. Approval of minutes from the Special City Council Meeting held April 9, 2020.
- 7.3. Approval of Peter Lingamfelter’s resignation from the Planning and Zoning Commission.
- 7.4. Approval of Place Three Christine Byrne’s appointment of Philip McBride to the Planning and Zoning Commission.
- 7.5. Approval of the second and final reading of Ordinance No. 2020-05, establishing a new prima facie speed limit of twenty-five (25) miles per hour for all roadways within the City Limits of Wimberley, which are not an officially designated or marked highway or road of the state highway system, with the exception of Spoke Hollow Road, Flite Acres Road and County Road 1492; pursuant to City of Wimberley Code of Ordinances Article 11.02 Traffic-Control Devices and Texas Transportation Code Section 545.356; and repealing the prima facie speed limit of thirty (30) miles per hour on such roadways; making certain findings; authorizing the placement of speed limit signs along such streets; providing a penalty in an amount of not less than \$1.00 or more than \$200.00 for violation of any provision hereof; and providing for severability.

### REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

### FINANCIAL

Budgeted Item

Non-budgeted Item

Not Applicable

Original Estimate/Budget: \$

Current Estimate: \$

Amount Under/Over Budget: \$

### STAFF RECOMMENDATION

Approval of meeting minutes (Items 7.1. and 7.2.)

### ATTACHMENT/S

- April 2<sup>nd</sup> City Council Meeting Minutes
- April 9<sup>th</sup> City Council Meeting Minutes
- Philip McBride's Appointment Application
- Ordinance No. 2020-05



# City of Wimberley

221 Stillwater Drive, Wimberley, Texas 78676

## REGULAR CITY COUNCIL MEETING THURSDAY, APRIL 2, 2020 – 6:00 P.M.

### MINUTES

In accordance with order of the Office of the Governor issued March 16, 2020, the City Council of the City of Wimberley will conduct a telephonic meeting in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19).

The meeting will be held on **Thursday, April 2, 2020, at 6:00 p.m.**

The public may participate in this meeting by dialing in to either of the following toll-free numbers 888-475-4499 or 877-853-5257 and using the password 028725. The meeting ID is 945 748 149.

The public will be permitted to offer public comments and participate in any public hearing telephonically as provided by the agenda and as permitted by the presiding officer during the meeting.

Anyone wishing to offer public comments, participate in any public hearing, or offer written questions or comments must notify City Secretary, Laura Calcote, at [lcalcote@cityofwimberley.com](mailto:lcalcote@cityofwimberley.com), at least two hours before the meeting.

A recording of the telephonic meeting will be made and will be available to the public in accordance with the Texas Public Information Act upon written request.

### CALL TO ORDER

Mayor Pro Tem, Rebecca Minnick, called the meeting to order on April 2, 2020 at 6:00 p.m.

### CALL OF ROLL

Council Members Present:	Rebecca Minnick	Place One <i>(via teleconference)</i>
	Craig Fore	Place Two <i>(via teleconference)</i>
	Christine Byrne	Place Three <i>(via teleconference)</i>
	Gary Barchfeld	Place Four <i>(via teleconference)</i>
	Bo Bowman	Place Five <i>(via teleconference)</i>
Council Members Absent:	Susan Jagers	Mayor
City Staff Present:	Shawn Cox	City Administrator <i>(via teleconference)</i>
	Laura Calcote	City Secretary <i>(via teleconference)</i>
	Sarah Griffin	Deputy City Attorney <i>(via teleconference)</i>

Terri Provost  
John Provost

Community Center Director (*via teleconference*)  
Public Works Superintendent (*via teleconference*)

### **INVOCATION**

Mayor Pro Tem, Rebecca Minnick, read aloud Chapel in the Hills Reverend, Jim Denham's, prayer, which he had submitted prior to the meeting.

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

Mayor Pro Tem, Rebecca Minnick, led the pledges to the United States and Texas flags.

### **CITIZENS COMMUNICATIONS**

There were no citizen's comments.

### **CONSENT AGENDA**

Council Member, Gary Barchfeld, requested the two Consent Agenda items be considered separately.

6.1. Approval of minutes from the Regular City Council Meeting held March 19, 2020.

**Motion to approve the minutes from the Regular City Council Meeting held March 19, 2020 was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (5-0).**

6.2. Approval of second and final reading of an ordinance amending Chapter 9, Planning and Development Regulations, Article 9.03.141, Zoning, of the City of Wimberley Code of Ordinances Related to Short-term Rental Requirements; and providing findings of fact; a penalty provision; a repealing clause; a savings and severability clause; and effective date; and proper notice and meeting. (*City Administrator Shawn Cox*)

There was discussion regarding the proposed ordinance, including the removal of the annual administrative renewal for short-term rentals.

**Motion to approve the second and final reading of an ordinance amending Chapter 9, Planning and Development Regulations, Article 9.03.141, Zoning, of the City of Wimberley Code of Ordinances Related to Short-term Rental Requirements; and providing findings of fact; a penalty provision; a repealing clause; a savings and severability clause; and effective date; and proper notice and meeting was made by Council Member Christine Byrne. Motion was seconded by Council Member Bo Bowman. Motion carried unanimously (5-0).**

### **CITY ADMINISTRATOR REPORT**

City Administrator, Shawn Cox, provided an update regarding the projected sales tax loss for the City, due to the COVID-19 pandemic. Mr. Cox estimated the City would lose around \$200,000 for Fiscal Year (FY) 2020, and the largest revenue reductions would come from building permits, septic permits and plan reviews. There was discussion among Council members and Mr. Cox regarding the largest revenue contributors for the City. The FY 2020 projected budget for Blue Hole Regional Park was also discussed. Council requested to see a more comprehensive outlook on expenditure reductions for FY 2020. Additionally, Mr. Cox spoke pertaining to the City's communication efforts surrounding the COVID-19 virus. There

was lengthy discussion regarding the virus and the federal, state and local governments' responses to the crisis.

**PUBLIC HEARING AND POSSIBLE ACTION**

Hold a public hearing and consider approval regarding case ZA-20-001, an application to change the zoning from Residential Acreage (RA) to Rural Residential 1 (R-1) for a property located at 12322 Ranch Road 12, Wimberley, Hays County, Texas; and providing for the following: delineation on zoning map; findings of fact; severability; effective date and proper notice and meeting. *(Applicant Michael Tessaro)*

City Administrator, Shawn Cox, provided information regarding the rezoning application.

Mayor Pro Tem, Rebecca Minnick, opened the public hearing at 7:02 p.m.

Applicant, Michael Tessaro, spoke regarding the request to replat three lots into two lots.

Mayor Pro Tem, Rebecca Minnick, closed the public hearing at 7:05 p.m.

**Motion to approve case ZA-20-001, an application to change the zoning from Residential Acreage (RA) to Rural Residential 1 (R-1) for a property located at 12322 Ranch Road 12, Wimberley, Hays County, Texas; and providing for the following: delineation on zoning map; findings of fact; severability; effective date and proper notice and meeting, subject to the successful replat of the applicant's property, was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Bo Bowman. Motion carried unanimously (4-0).**

***(Motion to allow Council Member, Gary Barchfeld, to chair the meeting until Mayor Pro Tem, Rebecca Minnick, was able to return was made by Council Member Christine Byrne. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (4-0)).***

**DISCUSSION AND POSSIBLE ACTION**

9.1. Discuss and consider possible action to approve a bid in the amount of \$7,075.00 from Street Smart Software for two TC-400 battery powered radar signs and software. *(Public Works Superintendent John Provost)*

City Council agreed to discuss Items 9.1. and 9.2. simultaneously. There was discussion regarding the prima facia speed limit set by the State of Texas in relation to proposed Ordinance No. 2020-05, which would reduce the speed limit for most roadways within the Wimberley City Limits, with a few exceptions. Furthermore, there was also discussion on the expense of purchasing radar signs and where to place the additional signs throughout the City.

**Motion to approve a bid in the amount of \$7,075.00 from Street Smart Software for two TC-400 battery powered radar signs and software was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Craig Fore. Motion carried as follows (4-1):**

<b>Rebecca Minnick</b>	<b>Aye</b>
<b>Craig Fore</b>	<b>Aye</b>
<b>Gary Barchfeld</b>	<b>Aye</b>
<b>Bo Bowman</b>	<b>Aye</b>
<b>Christine Byrne</b>	<b>Nay</b>

9.2. Discuss and consider possible action to approve the first reading of Ordinance No. 2020-05, establishing a new prima facie speed limit of twenty-five (25) miles per hour for all roadways within the City Limits of Wimberley, which are not an officially designated or marked

highway or road of the state highway system, with the exception of Spoke Hollow Road, Flite Acres Road and County Road 1492; pursuant to City of Wimberley Code of Ordinances Article 11.02 Traffic-Control Devices and Texas Transportation Code Section 545.356; and repealing the prima facie speed limit of thirty (30) miles per hour on such roadways; making certain findings; authorizing the placement of speed limit signs along such streets; providing a penalty in an amount of not less than \$1.00 or more than \$200.00 for violation of any provision hereof; and providing for severability. *(Place Two Council Member Craig Fore)*

**Motion to approve the first reading of Ordinance No. 2020-05, establishing a new prima facie speed limit of twenty-five (25) miles per hour for all roadways within the City Limits of Wimberley, which are not an officially designated or marked highway or road of the state highway system, with the exception of Spoke Hollow Road, Flite Acres Road and County Road 1492; pursuant to City of Wimberley Code of Ordinances Article 11.02 Traffic-Control Devices and Texas Transportation Code Section 545.356; and repealing the prima facie speed limit of thirty (30) miles per hour on such roadways; making certain findings; authorizing the placement of speed limit signs along such streets; providing a penalty in an amount of not less than \$1.00 or more than \$200.00 for violation of any provision hereof; and providing for severability was made by Council Member Craig Fore. Motion was seconded by Council Member Bo Bowman. Motion carried unanimously (5-0).**

- 9.3. Discuss and consider possible actions regarding scheduling weekly City Council meetings through the end of May, due to the state of emergency caused by the COVID-19 virus.

*(Place One Council Member Rebecca Minnick)*

Council Member, Rebecca Minnick, suggested scheduling an additional three City Council meetings during the month of April 2020 to discuss the COVID-19 pandemic. There was discussion among Council relating to the potential meeting dates and times.

**Motion to schedule an additional three meetings during April 2020, set for April 9<sup>th</sup> at 2:00 p.m., April 23<sup>rd</sup> at 6:00 p.m. and April 30<sup>th</sup> at 6:00 p.m. was made by Council Member Rebecca Minnick. Motion was seconded by Council Member Christine Byrne. Motion carried unanimously (5-0).**

- 9.4. Discuss and consider possible action regarding the cancellation of City Council meetings for June and July to allow for vacation planning of staff and Council members, as well as the December and January meetings over the holiday season. *(Place Four Council Member Gary Barchfeld)*

This item was discussed, but no action was taken.

- 9.5. Discuss and consider possible action regarding training for City of Wimberley boards, commissions and committees by the City Attorney. *(Place Four Council Member Gary Barchfeld)*

This item was discussed, but no action was taken.

- 9.6. Discuss and consider possible action to approve a bid amount of \$15,196.00 from Lone Star Resources for the purchase and installation of new LED lighting for Johnson Hall at the Wimberley Community Center. *(Place Four Council Member Gary Barchfeld)*

There was discussion among Council members and City staff regarding the upgraded lighting bid for Johnson Hall at the Wimberley Community Center. Council and staff both stated they felt conflicted about expending funds during the COVID-19 pandemic.

**Motion to approve a bid not to exceed \$14,000.00 from Lone Star Resources for the purchase and installation of new LED lighting for Johnson Hall at the Wimberley Community Center was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Craig Fore. Motion carried as follows (3-2):**

<b>Craig Fore</b>	<b>Aye</b>
<b>Gary Barchfeld</b>	<b>Aye</b>
<b>Bo Bowman</b>	<b>Aye</b>
<b>Rebecca Minnick</b>	<b>Nay</b>
<b>Christine Byrne</b>	<b>Nay</b>

- 9.7. Discuss and consider possible action regarding the status of the Central Wimberley Wastewater Project. (*City Administrator Shawn Cox*)  
City Administrator, Shawn Cox, provided a brief update on the status of the Central Wimberley Wastewater Project. Mr. Cox contended the Project would be completed, at the latest, by the end of 2020.  
No action was taken on this item.

### **EXECUTIVE SESSION**

City Council adjourned into Executive Session at 8:58 p.m., in accordance with Texas Government Code, Chapter 551, Subchapter D, for the following purpose:

Section 551.074 (Personnel Matters) City Council will meet to deliberate the appointment, employment, evaluation, reassignment duties, discipline or dismissal of a public officer or employee: City Administrator Shawn Cox.

### **OPEN SESSION**

Regular Session reconvened at 10:03 p.m.  
No action was taken.

### **CITY COUNCIL REPORTS**

- 12.1. Announcements – None.
- 12.2. Future agenda items – Council Member, Christine Byrne, requested an update on the City parks phased reopening status, and a projected budget update from the Parks Department for Fiscal Year 2020 at the April 16<sup>th</sup> City Council Meeting.

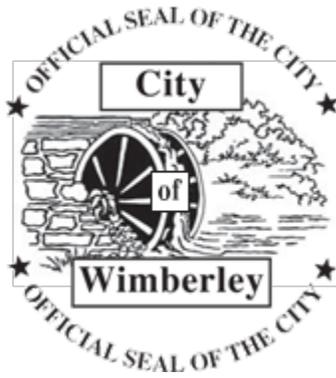
### **ADJOURNMENT**

**Motion to adjourn the meeting at 10:07 p.m. was made by Council Member Craig Fore. Motion was seconded by Council Member Bo Bowman. 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** **THURSDAY, APRIL 9, 2020 – 2:00 P.M.**

### **MINUTES**

In accordance with order of the Office of the Governor issued March 16, 2020, the City Council of the City of Wimberley will conduct a telephonic meeting in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19).

The meeting will be held on **Thursday, April 9, 2020, at 2:00 p.m.**

The public may participate in this meeting by dialing in to either of the following toll-free numbers 888-475-4499 or 877-853-5257 and using the password 019947. The meeting ID is 880 812 303.

Anyone wishing to offer public comments on an agenda item(s) as listed, must notify City Secretary, Laura Calcote, at [lcalcote@cityofwimberley.com](mailto:lcalcote@cityofwimberley.com) at least two hours before the meeting.

A recording of the telephonic meeting will be made and will be available to the public in accordance with the Texas Public Information Act upon written request.

### **CALL TO ORDER**

Mayor Pro Tem, Rebecca Minnick, called the meeting to order on April 9, 2020 at 2:00 p.m.

### **CALL OF ROLL**

Council Members Present:	Rebecca Minnick	Place One <i>(via teleconference)</i>
	Craig Fore	Place Two <i>(via teleconference)</i>
	Christine Byrne	Place Three <i>(via teleconference)</i>
	Gary Barchfeld	Place Four <i>(via teleconference)</i>
	Bo Bowman	Place Five <i>(via teleconference)</i>
Council Members Absent:	Susan Jagers	Mayor
City Staff Present:	Shawn Cox	City Administrator <i>(via teleconference)</i>
	Laura Calcote	City Secretary <i>(via teleconference)</i>
	Sarah Griffin	Deputy City Attorney <i>(via teleconference)</i>
	Terri Provost	Community Center Director <i>(via teleconference)</i>
	Nathan Glaiser	Parks Natural Resource and Maintenance Manager <i>(via teleconference)</i>

Richard Shaver Parks Operations and Programs Manager (via  
teleconference)

**PRESENTATION**

Wimberley EMS Representative, Ken Strange, updated Council regarding COVID-19 emergency management and safety protocols throughout the Wimberley Valley.

**CITY ADMINISTRATOR REPORT**

City Administrator, Shawn Cox, provided information and statistics regarding the COVID-19 virus within Hays County, along with the City's response to the crisis. City facility closures and phased reopenings were discussed by City staff and Council. Furthermore, Mr. Cox stated the City's April 2020 sales tax collection was down by seven percent in comparison to April 2019.

**DISCUSSION AND POSSIBLE ACTION**

Discuss and consider possible action regarding guidelines and recommendations by the Centers for Disease Control and Prevention, or any other State or Federal recommendations regarding the COVID-19 pandemic, specifically pertaining to, but not limited to face covering. (Place One Council Member Rebecca Minnick)

Council considered the wearing of face masks in public to limit the potential exposure to COVID-19. Council requested the City formulate its own response to the guidelines and recommendations and circulate a press release pertaining to the wearing of face masks in public.

**Motion for City Council to recommend citizens wear face coverings in public, per the advice and direction of Wimberley EMS Representative, Ken Strange, was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Rebecca Minnick. Motion carried unanimously (5-0).**

**ADJOURNMENT**

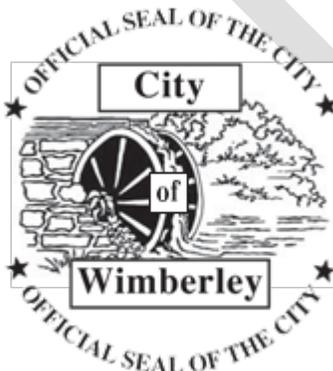
**Motion to adjourn the meeting at 2:52 p.m. was made by Council Member Craig Fore. Motion was seconded by Council Member Rebecca Minnick. Motion carried unanimously (5-0).**

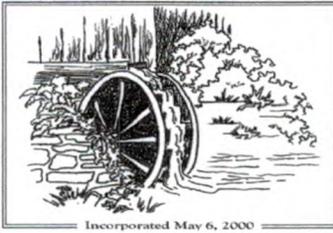
**RECORDED BY:**

\_\_\_\_\_  
Laura J. Calcote, City Secretary

**APPROVED BY:**

\_\_\_\_\_  
Susan Jagers, Mayor





# City of Wimberley

221 Stillwater Drive, P.O. Box 2027, 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: PLANNING & ZONING

Nominated By: CHRISTINE BYRNE

Name: Philip McBride Phone: 303 520-6911 E-mail: PTM@mcbr-co.com

Physical Address: 105 RIVER BEND Rd

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.  
IN MY BUSINESS LIFE I OWNED A REAL ESTATE DEVELOPMENT COMPANY AS WELL AS A COMMERCIAL REAL ESTATE COMPANY. I DEVELOPED INDUSTRIAL BUILDINGS AND INNER CITY MULTI-FAMILY RESIDENTIAL. AWARD WINNING PROJECTS AND SPOKE AT THE UNITED NATIONS ON DEVELOPING HANDICAPPED ACCESSIBLE HOUSING. HELPED WRITE THE ACCESSIBILITY CODE FOR CITY OF DENVER, CO. SERVED ON NUMEROUS CITY COMMITTEES AND TASK FORCES

Signature: [Signature] Date: 4-13-20

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.

**ORDINANCE NO. 2020-05**

**AN ORDINANCE ESTABLISHING A NEW PRIMA FACIE SPEED LIMIT OF TWENTY-FIVE (25) MILES PER HOUR FOR ALL ROADWAYS WITHIN THE CITY LIMITS OF WIMBERLEY WHICH ARE NOT AN OFFICIALLY DESIGNATED OR MARKED HIGHWAY OR ROAD OF THE STATE HIGHWAY SYSTEM, WITH THE EXCEPTION OF SPOKE HOLLOW ROAD, FLITE ACRES ROAD AND CR 1492; PURSUANT TO CITY OF WIMBERLEY CODE OF ORDINANCES ARTICLE 11.02 TRAFFIC-CONTROL DEVICES AND TEXAS TRANSPORTATION CODE SECTION 545.356; AND REPEALING THE PRIMA FACIE SPEED LIMIT OF THIRTY (30) MILES PER HOUR ON SUCH ROADWAYS; MAKING CERTAIN FINDINGS; AUTHORIZING THE PLACEMENT OF SPEED LIMIT SIGNS ALONG SUCH STREETS; PROVIDING A PENALTY IN AN AMOUNT OF NOT LESS THAN \$1.00 OR MORE THAN \$200.00 FOR VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

**WHEREAS**, the City Council of the City of Wimberley, Texas, has determined pursuant to its authority under Texas Transportation Code § 545.356, that due to the extremely rural residential nature of the community, the safety and welfare of the citizens of the City and other members of the traveling public require that for all roadways within the City Limits of the City of Wimberley which are not an officially designated or marked highway or road of the State Highway system, the prima facie speed limit be set at twenty-five (25) miles per hour and that speed limit signs should be placed along such roads, with the exception of Spoke Hollow Road, Flite Acres Road, and CR 1492 which shall remain unchanged; and,

**WHEREAS**, the City Council of the City of Wimberley, Texas, has determined that the safety and welfare of the citizens of the City and other members of the traveling public require that for all roadways within the City Limits of the City of Wimberley which are not an officially designated or marked highway or road of the State Highway system, the current prima facie speed

limit of thirty (30) miles per hour is repealed, with the exception of Spoke Hollow Road, Flite Acres Road, and CR 1492 for which it shall remain in effect to extent applicable.

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

Section 1. The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The City of Wimberley, Texas, hereby establishes a new prima facie speed limit of twenty-five (25) miles per hour for all roadways within the City Limits of the City of Wimberley which are not an officially designated or marked highway or road of the State Highway system, with the exception of Spoke Hollow Road, Flite Acres Road, and CR 1492 which shall remain unchanged.

Section 3. The current prima facie speed limit for all roadways within the City Limits of the City of Wimberley which are not an officially designated or marked highway or road of the State Highway system set at thirty (30) miles per hour is hereby repealed, with the exception of Spoke Hollow Road, Flite Acres Road, and CR 1492 for which roadways it shall remain in effect to the extent applicable.

Section 4. The City Administrator is hereby authorized and directed to cause the placement of speed limit signs as described in Section 2 hereof.

Section 5. Any vehicle traveling at a speed in excess of the maximum prima facie speed limit herein established for the designated roads shall be prima facie evidence that the speed is not reasonable or prudent and that it is unlawful. No person shall drive a vehicle at a speed in excess of that which is reasonable and prudent under the circumstances existing.

Section 6. Any person who shall violate any provision contained in this Ordinance, or who shall commit or perform any act declared herein to be unlawful shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount of not less than one dollar (\$1.00) and not more than two hundred dollars (\$200.00).

Section 7. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Wimberley, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 8. This ordinance shall take effect immediately from and after its passage and publication a may be required by governing law.

**PASSED AND APPROVED on this \_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_ (ayes) to \_\_\_\_ (nays) \_\_\_\_ (abstain) vote of the City Council of the City of Wimberley, Texas.**

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
**Laura Calcote, City Secretary**

\_\_\_\_\_  
**Susan Jagers, Mayor**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney  
Denton Navarro Rocha Bernal & Zech P.C.



<b>AGENDA ITEM:</b>	City Administrator's Report
<b>SUBMITTED BY:</b>	Shawn Cox, City Administrator
<b>DATE SUBMITTED:</b>	April 13, 2020
<b>MEETING DATE:</b>	April 16, 2020

## AGENDA FORM

### ITEM DESCRIPTION/SUMMARY

The City Administrator will provide an update regarding current and projected sales tax, City facilities, the New City website, potential agreements, projects, communication and the COVID-19 virus.

### 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

### ATTACHMENT/S

Thursday,  
April 16, 2020

# City Administrator Report

# Sales Tax

(Deposits Reported for Month Received)

# Fiscal Year Comparison

(Monthly Sales Tax Deposits)

FY	<u>October</u>	<u>November</u>	<u>December</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>	<u>September</u>	<u>YTD</u>	<u>Total</u>
2020	74,246	93,467	82,062	77,741	118,034	85,689	69,707						\$ 600,946	\$ 600,946
2019	67,400	84,831	92,074	60,176	101,961	65,713	75,584	83,246	76,354	76,106	100,616	71,108	\$ 547,740	\$ 955,170
2018	65,983	87,406	65,503	68,560	101,620	55,437	57,714	96,492	70,516	69,166	94,852	70,559	\$ 502,223	\$ 903,807
2017	62,375	94,270	69,309	68,250	100,714	58,867	59,326	87,958	70,300	70,397	95,797	76,704	\$ 513,111	\$ 914,267
2016	55,412	96,278	63,646	65,007	99,885	56,455	58,422	89,963	68,621	64,545	96,507	68,202	\$ 495,105	\$ 882,943
2015	50,608	80,938	53,134	47,972	93,438	43,338	42,645	91,521	66,747	54,999	93,558	63,456	\$ 412,073	\$ 782,354

-7.78% Decrease Compared to April 2019  
 9.71% Year to Date Increase Compared to FY 2019

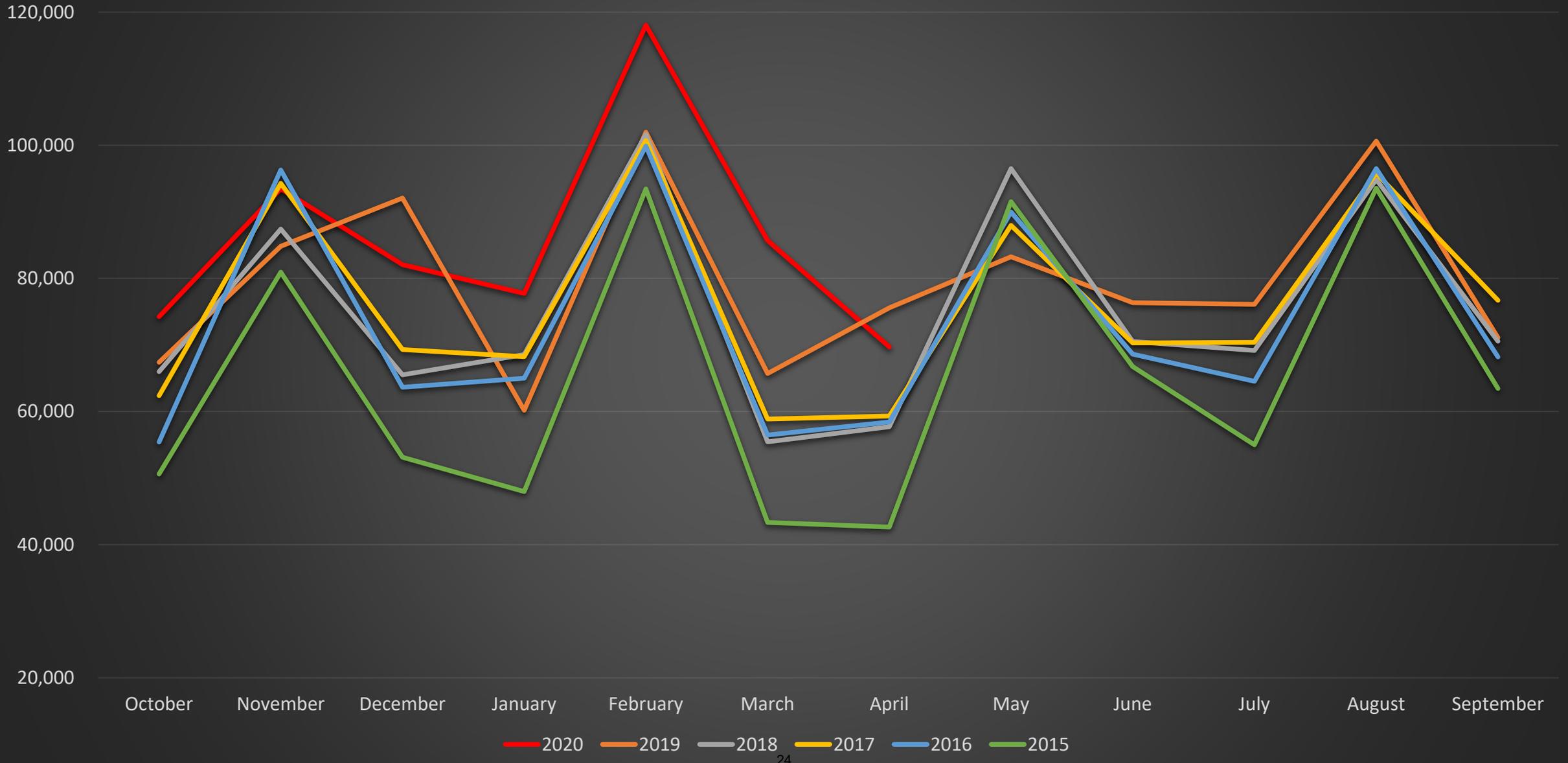
# Sales Tax

Allocation Period: November 2019	
<b>Total Collections:</b>	70,811
Prior Period Collections:	1,830
Current Period Collections:	67,987
Future Period Collections:	420
Audit Collections:*	177
Unidentified:	29
Single Local Rate Collections	367
Service Fee:	(1,416)
Current Retained:**	(1,388)
Prior Retained:	1,700
<b>Net Payment</b>	<b>69,707</b>

\* Audits are performed regularly by the Comptroller. This amount can be positive or negative, depending on the audit.

\*\* Percentage held by the Comptroller. This is paid in the next month.

# Monthly Sales Tax



# COVID-19 Sales Tax Estimates

# Fiscal Year Comparison

(Monthly Sales Tax Deposits)

FY	October	November	December	January	February	March	April	May	June	July	August	September	Total	Budgeted	Difference
2020	74,246	93,467	82,062	77,741	118,034	85,689	69,707	41,623	38,177	38,053	50,308	35,554	\$ 804,660	\$ 875,000	(\$70,340)

Deposits Reported in Month Received

FY	October	November	December	January	February	March	April	May	June	July	August	September	Total	Budgeted	Difference
2020	82,062	77,741	118,034	85,689	69,707	41,623	38,177	38,053	50,308	35,554	37,123	46,733	\$ 720,804	\$ 875,000	(\$154,196)

Deposits Reported for Represented Month

Actual Receipts

Estimated Receipts

(50% of Previous Year's Collections)

# COVID-19 Budget

**CITY OF WIMBERLEY  
GENERAL FUND  
FY 2020 ADOPTED BUDGET**

Acct Code	Description	FY 2020 Adopted	COVID-19	Difference
<b>Revenues</b>				
<u>Tax Revenue</u>				
5120	Sales & Use Tax	875,000	675,000	\$ (200,000)
5131	Mixed Beverage Tax	15,000	7,500	\$ (7,500)
5132	Hotel Occupancy Tax	-	-	\$ -
5171	Franchise Tax	275,000	275,000	\$ -
	Subtotal	1,165,000	957,500	\$ (207,500)
<u>License &amp; Permit Fees</u>				
5211	Beer & Wine Permits	1,500	1,000	\$ (500)
5212	Food Permits	12,500	10,000	\$ (2,500)
5213	Septic Permits	12,000	8,000	\$ (4,000)
5219	Sign Permits	2,000	1,000	\$ (1,000)
5221	Building Permits	26,500	20,000	\$ (6,500)
5222	Short-Term Rental	-	-	\$ -
	Subtotal	54,500	40,000	\$ (14,500)
<u>Service Fees</u>				
5410	CC Convenience Fee	200	400	\$ 200
5413	Zoning	8,500	7,000	\$ (1,500)
5414	Subdivision	2,000	1,000	\$ (1,000)
5415	Copies/Maps/Misc.	-	-	\$ -
5416	Building Inspections	22,000	22,000	\$ -
5417	Plan Reviews	17,500	12,000	\$ (5,500)
5424	Fire Inspections	-	-	\$ -
5475	WCC Rental Fees	55,000	35,000	\$ (20,000)
	Subtotal	105,200	77,400	\$ (27,800)
<u>Court Costs, Fees &amp; Charges</u>				
5411	Court Costs, Fees & Charges	1,000	2,550	\$ 1,550
	Subtotal	1,000	2,550	\$ 1,550
<u>Other Income</u>				
5611	Interest Revenues	1,000	1,300	\$ 300
5620	Parking Lot Lease	-	-	\$ -
5630	Restroom Revenue	-	-	\$ -
5701	Other/Misc. Revenue	4,000	4,670	\$ 670
5900	Designated funds	-	-	\$ -
5901	FEMA Designated Funds	-	-	\$ -
	Subtotal	5,000	5,970	\$ 970
	<b>Total Revenues</b>	<b>1,330,700</b>	<b>1,083,420</b>	<b>\$ (247,280)</b>

**CITY OF WIMBERLEY  
GENERAL FUND  
FY 2020 ADOPTED BUDGET**

Acct Code	Description	FY 2020 Adopted	COVID-19	Difference
<b>Expenditures</b>				
<b>Administration - 15</b>				
<u>Personnel Services</u>				
6110	City Administrator	95,000	95,000	\$ -
6120	City Secretary	64,890	64,890	\$ -
6130	Financial Clerk	41,200	41,200	\$ -
6210	Health Care	27,000	27,000	\$ -
6220	Payroll Taxes	15,383	15,383	\$ -
6230	TMRS	16,228	16,228	\$ -
6250	Unemployment compensation	487	487	\$ -
	Subtotal	260,189	260,189	\$ -
<u>Supplies &amp; Maintenance</u>				
6410	Utilities	7,080	7,080	\$ -
6430	Bldg. Repairs/Maintenance	3,000	2,000	\$ (1,000)
6433	Equip Maintenance	-	-	\$ -
6442	Water Cooler	600	600	\$ -
6521	Security Expense	853	853	\$ -
6610	General/Operating Supplies	2,000	2,000	\$ -
6660	Office Supplies	3,000	1,500	\$ (1,500)
6791	Capital Outlay - Technology	13,750	13,750	\$ -
6792	Capital Outlay - Other	15,000	15,000	\$ -
	Subtotal	45,283	42,783	\$ (2,500)
<u>Other Services &amp; Charges</u>				
6270	Annual/Assoc Dues	3,376	3,376	\$ -
6340	Technology consultant	5,034	5,034	\$ -
6370	Contract Services	-	-	\$ -
6411	Telephone	2,880	2,880	\$ -
6420	Office Cleaning	5,300	5,300	\$ -
6441	Storage rent	4,620	4,620	\$ -
6443	Equipment Rent/Lease	5,838	5,838	\$ -
6444	Parking Lot Lease	1,200	1,200	\$ -
6520	Insurance	26,650	26,344	\$ (306)
6531	Public Notices	5,000	5,000	\$ -
6532	Office Technology	16,979	16,979	\$ -
6540	Advertising	-	-	\$ -
6551	Printing	500	500	\$ -
6552	Copies	-	-	\$ -
6562	CC Processing Fees	200	200	\$ -
6569	Vehicle Allowance/Moving Exp	6,000	6,000	\$ -
6570	Travel	2,698	500	\$ (2,198)
6571	Mileage	1,560	800	\$ (760)
6572	Training	1,050	800	\$ (250)

**CITY OF WIMBERLEY  
GENERAL FUND  
FY 2020 ADOPTED BUDGET**

Acct Code	Description	FY 2020 Adopted	COVID-19	Difference
6573	Tuition Reimbursement	-	-	\$ -
6580	Pay Comparability Adj	-	-	\$ -
6581	Refunds	500	500	\$ -
6583	Fuel	-	-	\$ -
6589	Records Management	-	-	\$ -
6651	Postage	1,000	1,000	\$ -
6700	Bad Debt Expense	-	-	\$ -
	Subtotal	90,385	86,871	\$ (3,514)
	<u>Transfer Out</u>			
6990	Operating Transfer Out	173,000	173,000	\$ -
	Subtotal	173,000	173,000	\$ -
	<b>Total Administration</b>	<b>568,857</b>	<b>562,843</b>	<b>\$ (6,014)</b>
<b>Legal - 16</b>				
	<u>Other Services &amp; Charges</u>			
6350	Legal	190,000	120,000	\$ (70,000)
	Subtotal	190,000	120,000	\$ (70,000)
	<b>Total Legal</b>	<b>190,000</b>	<b>120,000</b>	<b>\$ (70,000)</b>
<b>Council/Boards - 17</b>				
	<u>Other Services &amp; Charges</u>			
6320	Financial Management Services	16,200	16,200	\$ -
6340	Technology Consultant	10,000	10,000	\$ -
6330	Audit	18,875	15,700	\$ (3,175)
6382	Social Services Support	-	-	\$ -
6533	Public Information	-	-	\$ -
6541	Public Relations/Receptions	1,000	1,000	\$ -
6572	Training	6,000	3,000	\$ (3,000)
6590	Elections	6,000	-	\$ (6,000)
6591	Planning	-	-	\$ -
	Subtotal	58,075	45,900	\$ (12,175)
	<b>Total Council/Board</b>	<b>58,075</b>	<b>45,900</b>	<b>\$ (12,175)</b>
<b>Building - 18</b>				
	<u>Other Services &amp; Charges</u>			
6360	Contract Inspector	30,000	30,000	\$ -
6582	Site Plan Reviews	8,000	8,000	\$ -
	Subtotal	38,000	38,000	\$ -
	<b>Total Building</b>	<b>38,000</b>	<b>38,000</b>	<b>\$ -</b>

**CITY OF WIMBERLEY  
GENERAL FUND  
FY 2020 ADOPTED BUDGET**

Acct Code	Description	FY 2020 Adopted	COVID-19	Difference
<b>Public Safety - 21</b>				
	<u>Personnel Services</u>			
6170	Salaries - City Marshall	-	-	\$ -
6210	Health Care	-	-	\$ -
6220	Payroll Taxes	-	-	\$ -
6230	TMRS City Contribution	-	-	\$ -
6250	Unemployment compensation	-	-	\$ -
	Subtotal	-	-	\$ -
	<u>Supplies &amp; Maintenance</u>			
6431	Vehicle Maintenance & Repair	-	-	\$ -
6583	Fuel	-	-	\$ -
6610	General Operating Supplies	-	-	\$ -
	Subtotal	-	-	\$ -
	<u>Other Services &amp; Charges</u>			
6370	Contract Services	75,524	75,524	\$ -
6371	Sanitarian (Contract labor)	30,000	30,000	\$ -
6373	Animal Control	6,000	6,000	\$ -
6411	Telephone	-	-	\$ -
6570	Travel	-	-	\$ -
6571	Mileage	-	-	\$ -
6572	Training	-	-	\$ -
XXXX	Event Services	1,750	1,750	\$ -
6794	Capital Outlay - Equip/Other	-	-	\$ -
	Subtotal	113,274	113,274	\$ -
	<b>Total Public Safety</b>	<b>113,274</b>	<b>113,274</b>	<b>\$ -</b>

**CITY OF WIMBERLEY  
GENERAL FUND  
FY 2020 ADOPTED BUDGET**

Acct Code	Description	FY 2020 Adopted	COVID-19	Difference
<b>Municipal Court - 25</b>				
<u>Supplies &amp; Maintenance</u>				
6610	General Operating Supplies	750	750	\$ -
6660	Office Supplies	-	-	\$ -
6791	Capital Outlay - Technology	-	-	\$ -
	Subtotal	750	750	\$ -
<u>Other Services &amp; Charges</u>				
6270	Annual/Association Dues	-	-	\$ -
6380	Municipal Court Judge	4,000	2,500	\$ (1,500)
6381	City Prosecutor	5,000	3,500	\$ (1,500)
6532	Office Tech/Software	4,200	4,200	\$ -
6551	Printing			\$ -
6570	Travel/Hospitality			\$ -
6571	Mileage			\$ -
6572	Training			\$ -
6651	Postage/Shipping			\$ -
	Subtotal	13,200	10,200	\$ (3,000)
<b>Total Municipal Court</b>		<b>13,950</b>	<b>10,950</b>	<b>\$ (3,000)</b>

**CITY OF WIMBERLEY  
GENERAL FUND  
FY 2020 ADOPTED BUDGET**

Acct Code	Description	FY 2020 Adopted	COVID-19	Difference
<b>Public Works - 30</b>				
<u>Personnel Services</u>				
6150	Salaries-Code Enforcement & Permitting	41,200	41,200	\$ -
6160	Salaries-GIS/Permitting Clerk	59,483	10,022	\$ (49,460)
6180	Salaries - Maintenance	15,450	15,450	\$ -
6210	Health Care	18,000	10,500	\$ (7,500)
6220	Payroll Taxes	8,884	5,100	\$ (3,784)
6230	TMRS	9,372	5,380	\$ (3,991)
6250	Unemployment Compensation	487	487	\$ -
	Subtotal	152,876	88,140	\$ (64,736)
<u>Supplies &amp; Maintenance</u>				
6431	Vehicle Maint/Insurance	600	600	\$ -
6583	Fuel	2,000	2,000	\$ -
6610	General Operating Supplies	1,500	1,500	\$ -
6612	Tools	500	500	\$ -
	Subtotal	4,600	4,600	\$ -
<u>Other Services &amp; Charges</u>				
6270	Annual Dues/Subscriptions	385	385	\$ -
6532	Office Tech Software	-	-	\$ -
6570	Travel/Hospitality	650	650	\$ -
6571	Mileage	275	275	\$ -
6572	Training	350	350	\$ -
6794	Capital Outlay-Equipment/Other	-	-	\$ -
	Subtotal	1,660	1,660	\$ -
<b>Total Public Works</b>		<b>159,136</b>	<b>94,400</b>	<b>\$ (64,736)</b>

**CITY OF WIMBERLEY  
GENERAL FUND  
FY 2020 ADOPTED BUDGET**

Acct Code	Description	FY 2020 Adopted	COVID-19	Difference
<b>Public Works-Roads - 31</b>				
<u>Supplies &amp; Maintenance</u>				
6432	Road Maintenance	80,000	55,000	\$ (25,000)
6433	Equipment Maintenance	250	250	\$ -
6584	Mowing/Trimming	10,000	10,000	\$ -
6611	Signs/Barricades	3,000	3,000	\$ -
	Subtotal	93,250	68,250	\$ (25,000)
<u>Other Services &amp; charges</u>				
6370	Contract Services	-	-	\$ -
6372	Survey Services	-	-	\$ -
6444	Parking Lot Lease	-	-	\$ -
6470	Engineering - Roads	10,000	5,000	\$ (5,000)
6520	Insurance	-	-	\$ -
6792	Capital Outlay - Other	-	-	\$ -
6795	Capital Outlay - Roads	100,000	50,000	\$ (50,000)
6796	Capital Outlay - Sidewalks	-	-	\$ -
	Subtotal	110,000	55,000	\$ (55,000)
<b>Total Public Works - Roads</b>		<b>203,250</b>	<b>123,250</b>	<b>\$ (80,000)</b>

**CITY OF WIMBERLEY  
GENERAL FUND  
FY 2020 ADOPTED BUDGET**

Acct Code	Description	FY 2020 Adopted	COVID-19	Difference
<b>Public Works-Water/Wastewater - 33</b>				
<u>Supplies &amp; Maintenance</u>				
6586	Quality Testing WW	2,600	2,600	\$ -
6588	Public Restroom WW	36,000	36,000	\$ -
	Subtotal	38,600	38,600	\$ -
<u>Other Services &amp; charges</u>				
6561	State Sanitation Fees	-	-	\$ -
6793	Capital Outlay - RR Trailer	-	-	\$ -
	Subtotal	-	-	\$ -
<b>Total Public Works Water/Wastewater</b>		<b>38,600</b>	<b>38,600</b>	<b>\$ -</b>
<b>Community Center - 51</b>				
<u>Personnel Services</u>				
6140	Salaries - Director	40,000	40,000	\$ -
6180	Salaries - Maintenance	30,900	28,000	\$ (2,900)
6210	Health Care	9,000	9,000	\$ -
6220	Payroll Taxes	5,424	5,202	\$ (222)
6230	TMRS	5,722	5,488	\$ (234)
6250	Unemployment compensation	487	487	\$ -
	Subtotal	91,533	88,177	\$ (3,356)
<u>Supplies &amp; Maintenance</u>				
6410	Utilities	18,140	16,140	\$ (2,000)
6430	Bldg. Repairs/Maintenance	5,000	15,000	\$ 10,000
6521	Security/Alarm Svs	2,000	2,000	\$ -
6610	General/ Operating Supplies	3,000	2,500	\$ (500)
6660	Office Supplies	500	250	\$ (250)
6797	Capital Outlay - Facilities	25,000	25,000	\$ -
6800	Capital Outlay - Equipment	2,000	-	\$ (2,000)
	Subtotal	55,640	60,890	\$ 5,250
<u>Other Services &amp; Charges</u>				
6270	Annual/Assoc Dues	100	100	\$ -
6370	Contract Services	-	-	\$ -
6411	Telephone	720	720	\$ -
6443	Equipment Leases	-	-	\$ -
6532	Office Technology	2,422	2,422	\$ -
6540	Advertising	2,500	2,500	\$ -
6541	Public Relations/Receptions	-	-	\$ -
6551	Printing	250	250	\$ -
6651	Postage	100	100	\$ -
6794	Capital Outlay - Equip/Other	-	-	\$ -
	Subtotal	6,092	6,092	\$ -
<b>Total Community Center</b>		<b>153,265</b>	<b>155,159</b>	<b>\$ 1,894</b>

**CITY OF WIMBERLEY  
GENERAL FUND  
FY 2020 ADOPTED BUDGET**

Acct Code	Description	FY 2020 Adopted	COVID-19	Difference
<b>Parks - 52</b>				
	<u>Supplies &amp; Maintenance</u>			
6410	Utilities	1,500	1,500	\$ -
6430	Bldg. repairs/Maintenance	2,000	2,000	\$ -
6585	Nature Trail/Old Baldy	-	-	\$ -
6610	General Operating Supplies	600	600	\$ -
	Subtotal	4,100	4,100	\$ -
	<b>Total Parks</b>	<b>4,100</b>	<b>4,100</b>	<b>\$ -</b>
<b>Total Expenditures</b>		<b>1,540,506</b>	<b>1,306,475</b>	<b>\$ (234,031)</b>
<b>Excess (Deficit)</b>		<b>(209,806)</b>	<b>(223,055)</b>	<b>\$ (13,249)</b>
<b>Use of Fund Balance</b>		<b>209,806</b>	<b>223,055</b>	<b>\$ 13,249</b>
<b>Net Excess (Deficit)</b>		<b>-</b>	<b>-</b>	<b>\$ -</b>

**CITY OF WIMBERLEY  
BLUE HOLE FUND  
FY 2020 ADOPTED BUDGET**

Acct Code	Description	FY 2020 Adopted	COVID-19	Difference
<b>Revenues</b>				
<u>Tax Revenue</u>				
5472	Gate Fees	350,000	175,000	(175,000)
5474	Park Rental Fees	15,000	7,500	(7,500)
5476	Special Events/Activities	66,000	31,500	(34,500)
5479	Vending/Merchandise	7,500	3,750	(3,750)
	Subtotal	438,500	217,750	(220,750)
<u>Interest</u>				
5611	Interest Revenues	150	150	-
	Subtotal	150	150	-
<u>Other Income</u>				
5701	Other Revenue	6,500	3,250	(3,250)
5799	Operating Transfer In	-	-	-
5900	Designated Funds	-	-	-
	Subtotal	6,500	3,250	(3,250)
	<b>Total Revenues</b>	<b>445,150</b>	<b>221,150</b>	<b>(224,000)</b>

**Expenditures**

**Parks - 52**

<u>Personnel Services</u>				
6140	Salaries & Wages - Director	-	-	-
6180	Salaries & Wages - Nat. Res. & Park Main. I	40,000	40,000	-
6181	Salaries & Wages - Part-Time	83,684	63,684	(20,000)
6182	Salaries & Wages - Maintenance Spec. (x2)	57,680	57,680	-
XXXX	Salaries & Wages - Oper. & Prog. Mgr.	40,000	40,000	-
XXXX	Salaries & Wages - Parks Operations Specia	28,840	28,840	-
6210	Health Care	45,000	45,000	-
6220	Payroll Taxes	19,141	17,611	(1,530)
6230	TMRS Contributions	13,438	13,438	-
6250	Unemployment compensation	1,299	1,299	-
	Subtotal	329,082	307,552	(21,530)

<u>Supplies &amp; Maintenance</u>				
6374	Contract Services	36,400	31,100	(5,300)
6410	Utilities	15,000	15,000	-
6431	Vehicle Maintenance	500	500	-
6433	Equipment Maintenance	500	500	-
6583	Fuel	800	800	-
6584	Mowing/Trimming	500	100	(400)
6610	General Supplies	20,000	16,000	(4,000)
6613	Materials	4,000	500	(3,500)
6615	Bldg. & Maintenance Supplies	1,500	1,000	(500)
6660	Office Supplies	500	1,400	900

**CITY OF WIMBERLEY  
BLUE HOLE FUND  
FY 2020 ADOPTED BUDGET**

Acct Code	Description	FY 2020 Adopted	COVID-19	Difference
	Subtotal	79,700	66,900	(12,800)
<u>Other Services &amp; Charges</u>				
6411	Telephone	2,400	2,400	-
6443	Equipment Rent/Lease	1,000	500	(500)
6532	Office Tech/Software	1,900	1,900	-
6562	BH CC Processing Fees	13,000	6,500	(6,500)
6581	Refunds	1,000	1,000	-
6651	Postage	300	50	(250)
6570	Travel	3,175	1,500	(1,675)
6571	Mileage	600	200	(400)
6572	Training	2,800	1,000	(1,800)
6794	Capital Outlay - Equipment	3,200	2,800	(400)
	Subtotal	29,375	17,850	(11,525)
<u>Transfer Out</u>				
6990	Operating Transfer Out	-	-	-
	Subtotal	-	-	-
	<b>Total Parks</b>	<b>438,157</b>	<b>392,302</b>	<b>(45,855)</b>
	<b>Total Expenditures</b>	<b>438,157</b>	<b>392,302</b>	<b>(45,855)</b>
	<b>Excess (Deficit)</b>	<b>6,993</b>	<b>(171,152)</b>	<b>(178,145)</b>
	<b>Use of Fund Balance</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Net Excess (Deficit)</b>	<b>6,698</b>	<b>6,698</b>	<b>6,698</b>

# Fund Balance

<b>General Fund - COVID-19</b>							
	<b>FY 2019 Amended</b>	<b>FY 2019 Audited</b>	<b>FY 2020 Adopted</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
Beginning Balance	1,415,476	1,415,476	1,316,706	1,093,651	1,108,961	1,121,922	1,126,497
Revenues	1,478,328	1,566,824	1,083,420	1,340,100	1,349,089	1,358,168	1,367,338
Expenditures	(1,769,037)	(1,665,594)	(1,306,475)	(1,324,790)	(1,336,128)	(1,353,593)	(1,374,204)
Use of/Deposit To Fund Balance	(290,709)	(98,770)	(223,055)	15,310	12,961	4,575	(6,866)
Ending Fund Balance	1,124,767	1,316,706	1,093,651	1,108,961	1,121,922	1,126,497	1,119,631
Fund Balance Requirement	750,000	750,000	750,000	750,000	750,000	750,000	750,001
Over/Under Fund Balance Requirement	374,767	566,706	343,651	358,961	371,922	376,497	369,630

<b>Blue Hole Fund - COVID-19</b>							
	<b>FY 2019 Amended</b>	<b>FY 2019 Audited</b>	<b>FY 2020 Adopted</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>
Beginning Balance	557,527	557,527	592,218	421,166	424,062	421,853	412,847
Revenues	597,262	505,986	221,250	448,650	452,185	455,755	459,361
Expenditures	(593,185)	(471,295)	(392,302)	(445,754)	(454,394)	(464,762)	(477,204)
Use of/Deposit To Fund Balance	4,077	34,691	(171,052)	2,896	(2,209)	(9,007)	(17,842)
Ending Fund Balance	561,604	592,218	421,166	424,062	421,853	412,847	395,004
Fund Balance Requirement	444,889	353,471	294,227	334,315	340,795	348,571	357,903
Over/Under Fund Balance Requirement	116,715	238,747	126,940	89,747	81,058	64,275	37,102

Fund Balance Requirement = 75% of Annual Expenditures

Questions?



<b>AGENDA ITEM:</b>	<b>CUP-20-002 – STR 2 – 222 Box Canyon</b>
<b>SUBMITTED BY:</b>	Shawn Cox, City Administrator
<b>DATE SUBMITTED:</b>	April 6, 2020
<b>MEETING DATE:</b>	April 9, 2020

# REPORT

## ITEM

Hold a public hearing and approval regarding case CUP -20-002, an application for a Conditional Use Permit to allow for the operation of a vacation rental on property zoned Single-Family Residential 2(R-2) located at 222 Box Canyon, Wimberley, Hays County, Texas.

## PROPERTY INFORMATION

### Property Description

**Applicant(s):** Michael Bachers  
**Property Address:** 222 Box Canyon, Wimberley TX 78676  
**Property Owner:** Michael Bachers  
**Legal Description:** John W. Keely Survey Abstract 277  
**Property Size:** 2.965 Acres  
**Existing Use of Property:** Residential  
**Existing Zoning:** Single-Family Residential 2 (R-2)  
**Proposed Use of Property:** Residential  
**Request:** CUP for Operation of an STR2 (Vacation Rental)  
**Planning Area:** I  
**Overlay District:** N/A

### Surrounding Property:

**Frontage:** Box Canyon Road

	<b>Current Zoning:</b>	<b>Existing Land Use:</b>
<b>Surrounding Zoning &amp; Land Use</b>		
<b>North of Property</b>	R1	Residential
<b>South of Property</b>	RA	Residential
<b>East of Property</b>	RA	Residential
<b>West of Property</b>	RA	Residential

## REQUEST

The applicant is requesting a Conditional Use Permit (CUP) to operate a vacation rental (STR2) on

their property located at 222 Box Canyon. The proposed vacation rental is approximately 1,248 Sq. Ft. with 2 bedrooms. The property is serviced by an on-site sewage facility (OSSF), approved by the City of Wimberley in 2011.

**LEGAL NOTICE**

**Surrounding Neighbor Notification Letters (200’):** March 27, 2020  
**Published Legal Notice (Wimberley View):** March 18, 2020  
**Zoning Application Sign Placed:** March 27, 2020

**COMMENTS**

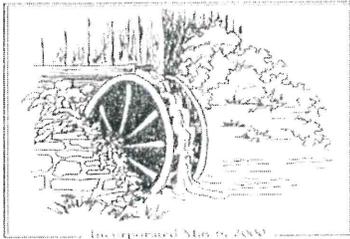
At the time of positing, no comments for or against have been received.

**PLANNING ANZ ZONING RECOMENDATION**

The Planning and Zoning Commission held a public hearing for case CUP-20-002 at their April 9, 2020, meeting. During the Public Hearing the Applicant (Michael Bachers) spoke in favor of the request. The Planning and Zoning Commission voted 6-0 to recommend approval of the application to the City Council.

**ATTACHMENT/S**

- CUP-20-002 – Application
- CUP-20-002 – Legal Posting
- CUP-20-002 – Notification Letter w/Map
- CUP-20-002 – Sign Posting Notice
- Ordinance No. 2020-10



# City of Wimberley

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

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

[www.cityofwimberley.com](http://www.cityofwimberley.com)

RECEIVED  
MAR - 9 2020  
BY: \_\_\_\_\_

## CONDITIONAL USE PERMIT APPLICATION

OFFICE USE    CUP 20 - 002    Date: 3/9/10    Staff Review sex  
 P&Z Hearing: 4/9/20    Council Hearing: 4/12/20    Fees Paid:  CK# 436 MA

Applicant: Michael Bachers  
 Mailing address: 222 Box Canyon Rd City: Wimberley State: TX Zip: 78676  
 Phone: [REDACTED]    Email: [REDACTED]  
 Property Owner: (same)  
 Mailing address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Site Address: 222 Box Canyon Road  
 Legal description: A0277 John Keeley Survey  
 Total Acreage or Square Footage: 2.965    Deed recorded in: 5/22/2017  
 Hays CAD Parcel ID R R15817    Planning Area: 1    Zoning: R2  
 Is property located in an overlay district?  Yes  No If Yes, type: \_\_\_\_\_  
 Specific Conditional Use Requested: vacation rental

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

Utilities  
 Electric Provider: PEC  
 Water provider or Private Well: Wimberley Water  
 Wastewater Service or Septic Permit No. 2011-09

\*If you have an On-Site Sewage Facility (OSSF) you can submit an open records request for your permit information if you do not have it.

PAID  
 PAID  
 MAR - 9 2020  
 BY: #436 MA

## SUBMITTAL CHECKLIST

- Complete "Conditional Use Permit Application"
- Metes and bounds description and/or survey exhibit
- Site Plan drawn to scale and showing the general arrangement of the project, together with essential requirements such as off-street parking facilities; size height, construction materials, and locations of buildings and the uses to be permitted; location and construction of signs; means of ingress and egress to public streets; the type of visual screening such as walls, plantings and fences
- Deed(s)
- Payment of application fee
- Agent authorization to represent property owner if applicable

### MY REQUEST IS BASED ON THE FOLLOWING:

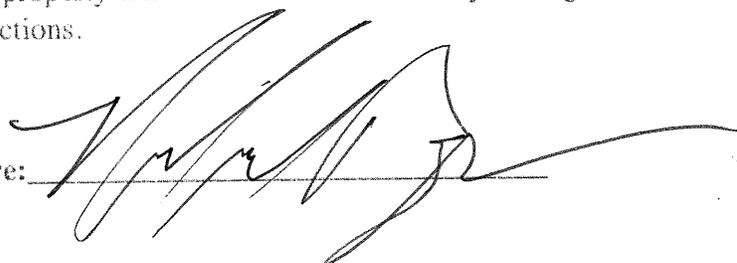
- The use is harmonious and compatible with surrounding existing uses or proposed uses, and does not adversely affect an adjoining site than would a permitted use;
- The use requested by the applicant is set forth as a conditional use in the base district;
- The nature of the use is reasonable;
- The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

### SUBMITTAL VERIFICATION

My signature attests to the fact that the attached application package is complete and accurate to the best of my knowledge. I understand that City review of this Application is dependent upon the accuracy of the information provided and that any inaccurate or inadequate information provided by me, my firm, or agent, may delay the review of the Application. I authorize City of Wimberley Staff to visit and inspect the property for which this application is being submitted. I agree to attend or have a representative attend the Planning & Zoning Commission and City Council meetings. I have checked the subdivision plat notes, deed restrictions, restrictive covenants and/or zoning action to ensure that there are no restrictions on the subject property and understand that the City zoning action does not relieve any obligation of these restrictions.

Date: 3-6-20

Applicant's Signature: \_\_\_\_\_



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

Owner: Michael Bacher

LOCATION OF PROPERTY: 222 Box Canyon Road

LEGAL DESCRIPTION: A0277

PLANNING AREA: 1

PRESENT ZONING: R2

EXISTING USE: residential

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

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

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

**OFF-STREET PARKING:** All parking will be off-street. \_\_\_\_\_ Off-street parking spaces will be provided for off-street guest parking, which will be adequate for a maximum occupancy of \_\_\_\_\_ guests. Parking will be in these spaces only.

**SIGNAGE:** All signage will be of traditional “Hill Country” design and will comply with the City Sign Ordinance.

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

**NUMBER OF BEDROOMS:** 2

**PROPOSED MAXIMUM OCCUPANCY:** n/a guests.

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

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

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

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

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

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

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

ACCEPTED AND AGREED TO:

3-6-20  
DATE

  
OWNER

\_\_\_\_\_  
DATE

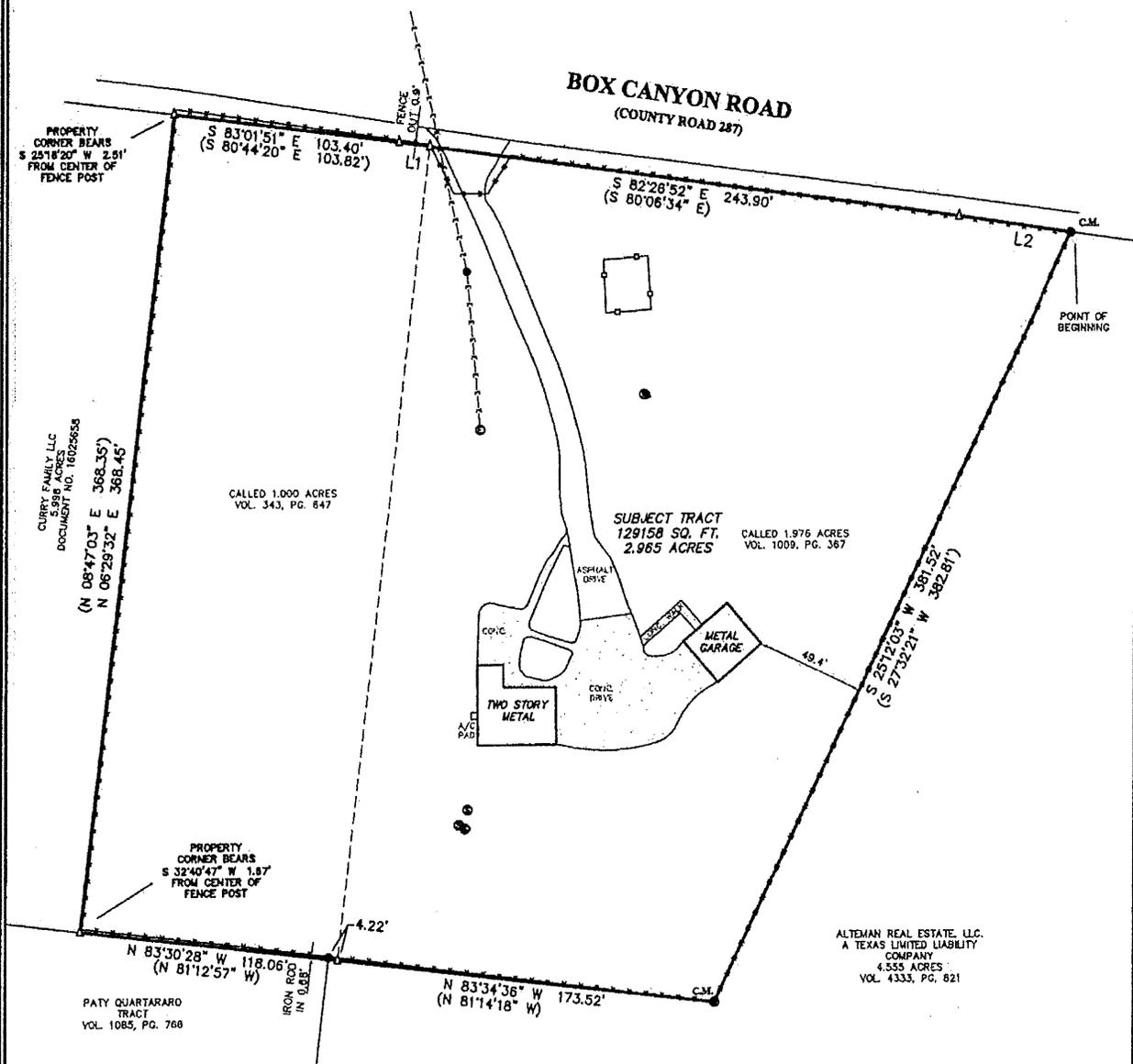
\_\_\_\_\_  
OWNER

LINE BEARING	DISTANCE
L1 S 82°28'52" E	14.25
(S 80°10'06" E)	
L2 S 82°08'50" E	52.47
(S 78°48'32" E)	

NOTE: THIS PROPERTY IS NOT SUBJECT TO 30' WIDE RIGHT OF WAY EASEMENT RECORDED IN VOLUME 333, PAGE 184, DEED RECORDS, HAYS COUNTY, TEXAS.

NOTE: THIS PROPERTY IS NOT SUBJECT TO 30' WIDE EASEMENT RECORDED IN VOLUME 221, PAGE 589, DEED RECORDS, HAYS COUNTY, TEXAS.

SCALE: 1"=50'



THIS PROPERTY IS SUBJECT TO RESTRICTIVE COVENANTS, EASEMENTS, AGREEMENTS, AND/OR SETBACK LINES (IF ANY) AS FOLLOWS: VOLUME 343, PAGE 647, AND VOLUME 343, PAGE 652, DEED RECORDS, HAYS COUNTY, TEXAS.

NOTE: Bearings shown herein are based on actual GPS Observations, Texas State Plane Coordinates, South Central Zone, Grid.

THIS SURVEY IS ACKNOWLEDGED AND IS ACCEPTED:



FLOOD ZONE INTERPRETATION: IT IS THE RESPONSIBILITY OF ANY INTERESTED PERSONS TO VERIFY THE ACCURACY OF FEMA FLOOD ZONE DESIGNATION OF THIS PROPERTY WITH FEMA AND STATE AND LOCAL OFFICIALS, AND TO DETERMINE THE EFFECT THAT SUCH DESIGNATION MAY HAVE REGARDING THE INTENDED USE OF THE PROPERTY. The property made the subject of this survey appears to be included in a FEMA Flood Insurance Rate Map (FIRM), identified as Community No. 582094 - Panel No. 0233 E, which is Dated 08/02/2005. By searching from that FIRM, it appears that all or a portion of the property may be in Flood Zone(s) X-1. Because this is a boundary survey, the surveyor did not take any action to determine the Flood Zone status of the surveyed property other than to interpret the information set out on FEMA's FIRM, as described above. THIS SURVEYOR DOES NOT CERTIFY THE ACCURACY OF THIS INTERPRETATION OF THE FLOOD ZONES, which may not agree with the interpretations of FEMA or State or local officials, and which may not agree with the true's actual conditions here. Information concerning FEMA's Special Flood Hazard Areas and Zones may be found at <http://www.fema.gov/flood.shtml>.

Property Address:  
222 BOX CANYON ROAD (COUNTY ROAD 287)  
Property Description:  
Being 2,965 acres of land, more or less, situated in the John W. Keeley Survey, Abstract 277, Hays County, Texas, consisting of a called 1,000 acre tract of land described by Warranty Deed with Vendor's Lien recorded in Volume 343, Page 647, Official Public Records, Hays County, Texas and a called 1,976 acre tract of land described by Warranty Deed recorded in Volume 1009, Page 367, Official Public Records, Hays County, Texas, said 2,965 acres being more particularly described by crosses and bounds attached hereto.  
Owner:  
ROY C. JAMES AND SARAH JAMES

FIRM REGISTRATION NO. 10111700

LAND SURVEYORS, LLC.  
P.O. BOX 1036 HELOTEN, TEXAS 78023-1036  
PHONE (210) 372-9600 FAX (210) 372-9999

**LEGEND**

- CHALKED POINT
- 1/2" INCH IRON ROD
- RECORD INFORMATION
- BURNED SETBACK
- OUTLINED SETBACK
- CONTROLLING ENCLOSURE
- SETBACK AREA
- ELECTRIC METER ON POLE
- POOL PUMP
- POWER POLE
- OVERHEAD ELECTRIC
- WIRE FENCE
- METAL FENCE



MARK J. EWALD, Registered Professional Land Surveyor, State of Texas, do hereby certify that the above plot represents an actual survey made on the ground under my supervision, and there are no discrepancies, conflicts, shortages in area or boundary lines, or any encroachment or overlapping of improvements, to the best of my knowledge and belief, except as shown herein.

*Mark J. Ewald*

MARK J. EWALD  
Registered Professional Land Surveyor  
Texas Registration No. 5095

**METES AND BOUNDS**

Being 2.965 acres of land, more or less, situated in the John W. Keeley Survey, Abstract 277, Hays County, Texas, consisting a of called 1.000 acre tract of land described by Warranty Deed with Vendor's Lien recorded in Volume 343, Page 647, Official Public Records, Hays County, Texas and a called 1.976 acre tract of land described by Warranty Deed recorded in Volume 1009, Page 367, Official Public Records, Hays County, Texas, said 2.965 acres being more particularly described by metes and bounds as follows:

**BEGINNING** at 1/2 inch iron rod found for the northeast corner of this 2.965 acres, same being the northwest corner of the Alteman Real Estate, LLC. A Texas Limited Liability Company 4.555 acres (Volume 4333, Page 821) and on the southwest Right-of-Way line of Box Canyon Road (County Road 287), same also being the **POINT OF BEGINNING**;

**THENCE** along the lines common to this 2.965 acre and said Alteman 4.555 acres, the following courses and distances:

South 25 degrees 12 minutes 03 seconds West (called South 27 degrees 32 minutes 21 seconds West), a distance of 381.52 feet (called 382.81 feet) to a 1/2 inch iron rod found for the southeast corner of this 2.965 acres

North 83 degrees 34 minutes 36 seconds West (called North 81 degrees 14 minutes 18 seconds West), a distance of 173.52 feet to a point for an angle corner;

North 83 degrees 30 minutes 28 seconds West (called North 81 degrees 12 minutes 57 seconds West), at a distance of 4.22 feet and 0.68 feet to the right pass a 1/2 inch iron found for an angle corner of said Alteman 4.555 acres and the northeast corner of the Patty Quartararo tract (Volume 1085, Page 766) and continuing for a total distance of 118.06 feet to a point for the southwest corner of this 2.965 acres, said point bears South 32 degrees 40 minutes 47 seconds West 1.67 feet from the center of fence post, same being on the northeast line of said Quartararo tract and the southeast corner of Curry Family LLC 5.998 acres (Document Number 16025658);

**THENCE** along the line common to this 2.965 acres and said Curry Family 5.998 acres, North 06 degrees 29 minutes 32 seconds East (called North 08 degrees 47 minutes 03 seconds East), a distance of 368.45 feet (called 368.35 feet) to a point for the northwest corner of this 2.965 acres, said point being South 25 degrees 18 minutes 20 seconds West 2.51 feet from the center of a fence post, same being the northeast corner of said Curry Family 5.998 acres and on the southwest line of Box Canyon Road;

**THENCE** along the southwest Right-of-Way line of said Box Canyon Road, the following courses and distances:

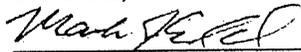
South 83 degrees 01 minutes 51 seconds East (called South 80 degrees 44 minutes 20 seconds East), a distance of 103.40 feet (called 103.82 feet) to the a point for an angle corner;

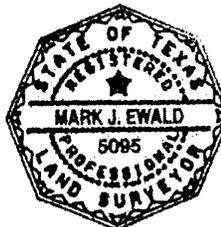
South 82 degrees 27 minutes 37 seconds East (called South 80 degrees 10 minutes 06 seconds East), a distance of 14.25 feet to the a point for an angle corner;

South 82 degrees 26 minutes 52 seconds East (called South 80 degrees 06 minutes 34 seconds East), a distance of 243.90 feet to the a point for an angle corner;

South 82 degrees 08 minutes 50 seconds East (called South 79 degrees 48 minutes 32 seconds East), a distance of 52.47 feet to the **POINT OF BEGINNING**, and containing 2.965 acres of land, more or less.

I hereby certify that these field notes were prepared from an actual survey made on the ground under my supervision and are true and correct to the best of my knowledge and belief. A survey plat of the above described tract prepared this day is hereby attached to and made a part hereof. Bearings shown hereon are based on actual GPS Observations, Texas State Plane Coordinates, South Central Zone, Grid.

  
Mark J. Ewald  
Registered Professional Land Surveyor  
Texas Registration No. 5095  
October 27, 2017



**T-47 Residential Real Property Affidavit  
(May be Modified as Appropriate for Commercial Transactions)**

Date: \_\_\_\_\_ GF No. \_\_\_\_\_

Name of Affiant(s): Sarah E. James

Address of Affiant: \_\_\_\_\_

Description of Property: 222 Box Canyon Rd., Wimberley, TX 78676

County Hays County, Texas

"Title Company" as used herein is the Title Insurance Company whose policy of title insurance is issued in reliance upon the statements contained herein.

Before me, the undersigned notary for the State of Hays, personally appeared Affiant(s) who after by me being sworn, stated:

1. We are the owners of the Property. (Or state other basis for knowledge by Affiant(s) of the Property, such as lease, management, neighbor, etc. For example, "Affiant is the manager of the Property for the record title owners.")

2. We are familiar with the property and the improvements located on the Property.

3. We are closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy (ies) to be issued in this transaction. We understand that the Title Company may make exceptions to the coverage of the title insurance as Title Company may deem appropriate. We understand that the owner of the property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner Policy of Title Insurance upon payment of the promulgated premium.

4. To the best of our actual knowledge and belief, since 11-01-17 there have been no:  
a. construction projects such as new structures, additional buildings, rooms, garages, swimming pools or other permanent improvements or fixtures;  
b. changes in the location of boundary fences or boundary walls;  
c. construction projects on immediately adjoining property(ies) which encroach on the Property;  
d. conveyances, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property.

EXCEPT for the following (If None, Insert "None" Below):

5. We understand that Title Company is relying on the truthfulness of the statements made in this affidavit to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This Affidavit is not made for the benefit of any other parties and this Affidavit does not constitute a warranty or guarantee of the location of improvements.

6. We understand that we have no liability to Title Company or the title insurance company that will issue the policy(ies) should the information in this Affidavit be incorrect other than information that we personally know to be incorrect and which we do not disclose to the Title Company.

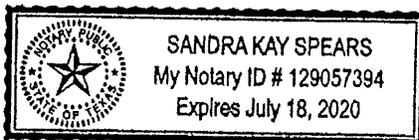
Sarah E. James  
\_\_\_\_\_

SWORN AND SUBSCRIBED this 15<sup>th</sup> day of April, 2019.

Sandra Kay Spears  
\_\_\_\_\_

Notary Public

(TAR-1907) 5-01-08



Page 1 of 1

Michael Bachers  
222 Box Canyon  
Wimberley, Texas 78676

March 3, 2020

c/o Shawn Cox  
City Administrator  
City of Wimberley  
221 Stillwater Road  
Wimberley, Texas 78676

RE: Appointment of Agent(s) for CUP Property Matters

Dear Commissioners and Councilmembers:

This letter designates Jennifer Ober and/or Gregory Dunham to act as owner's agent at all Planning and Zoning and City Council meetings.

Authority is granted to both Jennifer Ober and Gregory Dunham of Vacation Wimberley as owner's agents on behalf of Michael Bachers in CUP property matters for 222 Box Canyon Road, Wimberley, Texas 78676 with the City of Wimberley.

This designation takes effect when filed with the City of Wimberley as part of the CUP process on 222 Box Canyon Road. Once in effect, this designation will remain until written revocation is filed with the City by the owner or the owner's designated agent.

Please contact me at [REDACTED] or [REDACTED] with any questions. Thank you for your consideration.

Respectfully,

  
Michael Bachers

30 T-117641MF

**GENERAL WARRANTY DEED WITH VENDOR'S LIEN IN FAVOR OF THIRD PARTY**  
**NOTICE OF CONFIDENTIALITY: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HAYS

THAT SARAH JAMES (hereinafter called "GRANTORS" whether one or more), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations cash in hand paid by MICHAEL D BACHERS, AN UNMARRIED PERSON whose address is 222 BOX CANYON RD, WIMBERLEY, TX 78676 (hereinafter called "GRANTEES" whether one or more). the receipt and sufficiency of which are hereby acknowledged and confessed, and the further consideration of the advancement and payment in cash of all or part of the purchase price hereof by Beneficiary at the special instance and request of Grantees under that certain note in the principal sum of THREE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$340,000.00) payable to the order of JPMORGAN CHASE BANK N.A. (hereinafter referred to as "BENEFICIARY") of even date herewith, said note bearing interest at the rate therein provided, principal and interest being due and payable in monthly

But it is expressly agreed and stipulated that the Vendor's Lien and the Superior Title are retained and reserved in favor of the payee in said note against the above described property, premises and improvements, until said note, and all interest thereon is fully paid according to the face and tenor, effect and reading thereof, when this deed shall become absolute.

When this deed is executed by one person, or when the Grantees is one person, the instrument shall read as though pertinent verbs and pronouns were changed to correspond, and when executed by or to a corporation the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "Successors and assigns".

Executed to be effective as of the 22nd day of May, 2019.

  
SARAH JAMES

THE STATE OF TEXAS  
COUNTY OF HAYS

This instrument was acknowledged before me on May 22, 2019, by SARAH JAMES.



But it is expressly agreed and stipulated that the Vendor's Lien and the Superior Title are retained and reserved in favor of the payee in said note against the above described property, premises and improvements, until said note, and all interest thereon is fully paid according to the face and tenor, effect and reading thereof, when this deed shall become absolute.

When this deed is executed by one person, or when the Grantees is one person, the instrument shall read as though pertinent verbs and pronouns were changed to correspond, and when executed by or to a corporation the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "Successors and assigns".

Executed to be effective as of the **22nd** day of **May, 2019**.

  
\_\_\_\_\_  
SARAH JAMES

THE STATE OF TEXAS  
COUNTY OF HANS

This instrument was acknowledged before me on May 22, 2019, by SARAH JAMES.

But it is expressly agreed and stipulated that the Vendor's Lien and the Superior Title are retained and reserved in favor of the payee in said note against the above described property, premises and improvements, until said note, and all interest thereon is fully paid according to the face and tenor, effect and reading thereof, when this deed shall become absolute.

When this deed is executed by one person, or when the Grantees is one person, the instrument shall read as though pertinent verbs and pronouns were changed to correspond, and when executed by or to a corporation the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "Successors and assigns".

Executed to be effective as of the **22nd** day of **May, 2019**.

  
\_\_\_\_\_  
SARAH JAMES

THE STATE OF TEXAS  
COUNTY OF HANS

This instrument was acknowledged before me on May 22, 2019, by SARAH JAMES.

## Exhibit A

### METES AND BOUNDS

Being 2.965 acres of land, more or less, situated in the John W. Keeley Survey, Abstract 277, Hays County, Texas, consisting a of called 1.000 acre tract of land described by Warranty Deed with Vendor's Lien recorded in Volume 343, Page 647, Official Public Records, Hays County, Texas and a called 1.976 acre tract of land described by Warranty Deed recorded in Volume 1009, Page 367, Official Public Records, Hays County, Texas, said 2.965 acres being more particularly described by metes and bounds as follows:

**BEGINNING** at 1/2 inch iron rod found for the northeast corner of this 2.965 acres, same being the northwest corner of the Altman Real Estate, LLC. A Texas Limited Liability Company 4.555 acres (Volume 4333, Page 821) and on the southwest Right-of-Way line of Box Canyon Road (County Road 287), same also being the **POINT OF BEGINNING**;

**THENCE** along the lines common to this 2.965 acre and said Altman 4.555 acres, the following courses and distances:

South 25 degrees 12 minutes 03 seconds West (called South 27 degrees 32 minutes 21 seconds West), a distance of 381.52 feet (called 382.81 feet) to a 1/2 inch iron rod found for the southeast corner of this 2.965 acres

North 83 degrees 34 minutes 36 seconds West (called North 81 degrees 14 minutes 18 seconds West), a distance of 173.52 feet to a point for an angle corner;

North 83 degrees 30 minutes 28 seconds West (called North 81 degrees 12 minutes 57 seconds West), at a distance of 4.22 feet and 0.68 feet to the right pass a 1/2 inch iron found

## Exhibit A

### METES AND BOUNDS

Being 2.965 acres of land, more or less, situated in the John W. Keeley Survey, Abstract 277, Hays County, Texas, consisting a of called 1.000 acre tract of land described by Warranty Deed with Vendor's Lien recorded in Volume 343, Page 647, Official Public Records, Hays County, Texas and a called 1.976 acre tract of land described by Warranty Deed recorded in Volume 1009, Page 367, Official Public Records, Hays County, Texas, said 2.965 acres being more particularly described by metes and bounds as follows:

**BEGINNING** at 1/2 inch iron rod found for the northeast corner of this 2.965 acres, same being the northwest corner of the Altman Real Estate, LLC. A Texas Limited Liability Company 4.555 acres (Volume 4333, Page 821) and on the southwest Right-of-Way line of Box Canyon Road (County Road 287), same also being the **POINT OF BEGINNING**;

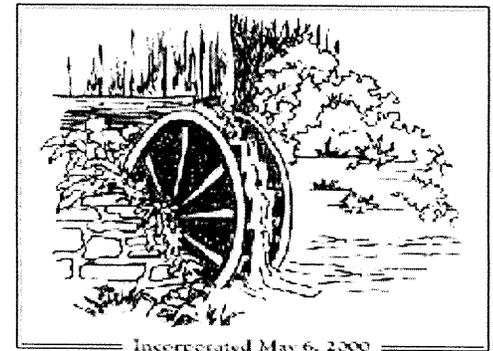
**THENCE** along the lines common to this 2.965 acre and said Altman 4.555 acres, the following courses and distances:

South 25 degrees 12 minutes 03 seconds West (called South 27 degrees 32 minutes 21 seconds West), a distance of 381.52 feet (called 382.81 feet) to a 1/2 inch iron rod found for the southeast corner of this 2.965 acres

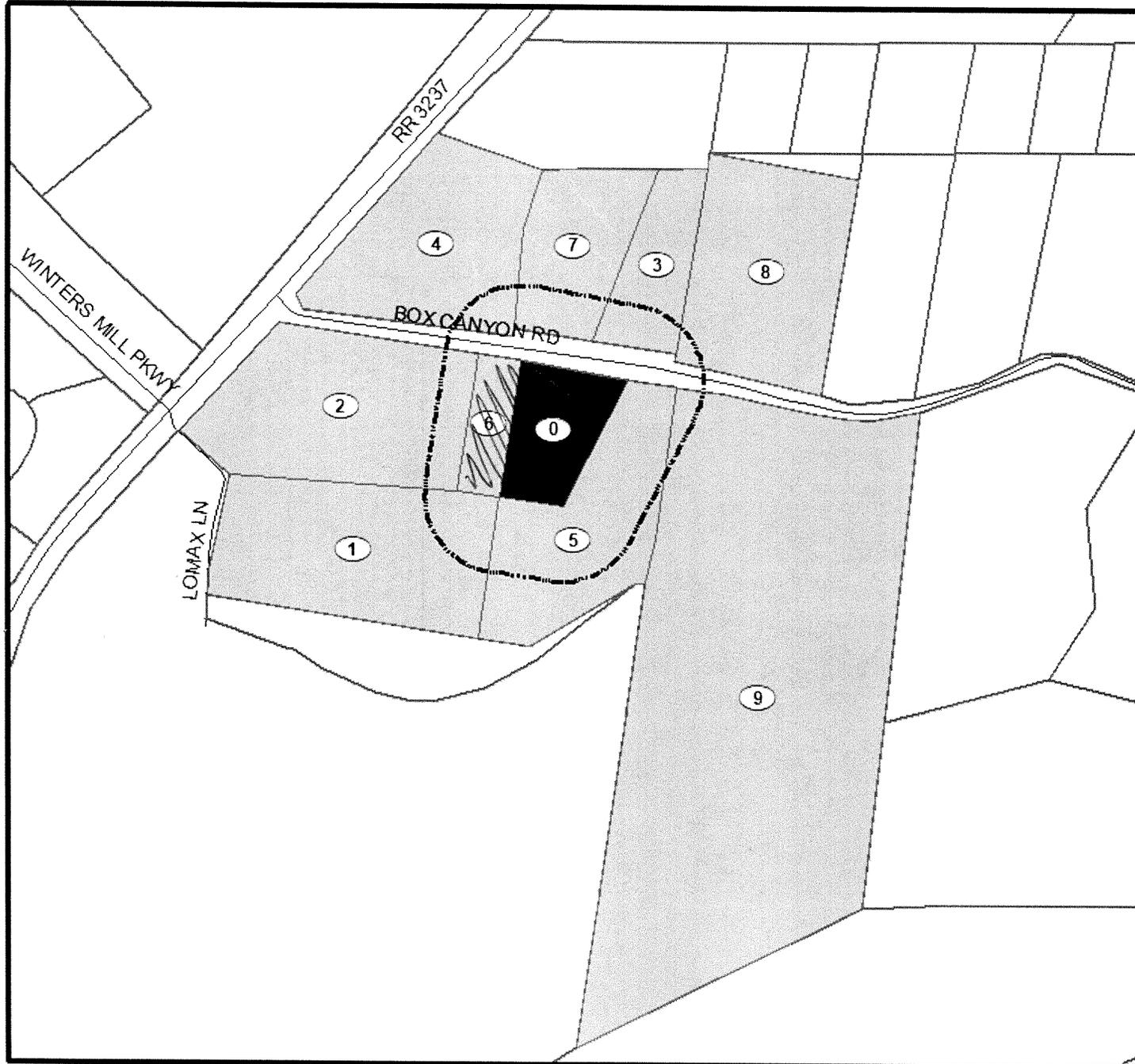
North 83 degrees 34 minutes 36 seconds West (called North 81 degrees 14 minutes 18 seconds West), a distance of 173.52 feet to a point for an angle corner;

North 83 degrees 30 minutes 28 seconds West (called North 81 degrees 12 minutes 57 seconds West), at a distance of 4.22 feet and 0.68 feet to the right pass a 1/2 inch iron found

# 222 Box Canyon Rd

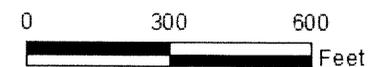


**200' NOTIFICATION**



### Legend

- 200' Buffer
- ID. OWNER**
- 0. SUBJECT TRACT
- 1. QUARTARARO, PATTY
- 2. CURRY FAMILY LLC
- 3. WEST VICKI
- 4. JONES ANDREA KAY & JAMES WARD
- 5. ALTE MATE REAL ESTATE LLC
- 6. NO INFO
- 7. BERRYMAN, ELLIS RICHARD
- 8. LENOCH RITA PROPERTY MGT TRUST
- 9. SHOEMAKER-BEAL ROBERTA J H



PID	Acreage	OWNER
R15808	5.99881864107	QUARTARARO, PATTY
R15819	5.99780315154	CURRY FAMILY LLC
R15817	1.97681734110	SUBJECT
R133615	2.00717193926	WEST VICKI
R119136	5.00060305841	JONES ANDREA KAY & JAMES WARD
R60149	4.55988116668	ALTEMATE REAL ESTATE LLC
R106127	0.96474996552	NO INFO
R133614	2.77200145599	BERRYMAN, ELLIS RICHARD
R70303	5.30382198423	LENOCH RITA SEPERATE PROPERTY MANAGEMENT TRUS
R15786	24.17707962260	SHOEMAKER-BEAL ROBERTA J H

MAIL_ADD	C_S_Z	id
PO BOX 2078	WIMBERLEY, TX 78676	1
54 FINLAY ST	STATEN ISLAND, NY 10307	2
SUBJECT		0
PO BOX 353	WIMBERLEY, TX 78676	3
8523 Wyngate Manor CT	Alexandria, VA 22309	4
2307A RIVERSIDE FARMS RD	AUSTIN, TX 78741	5
		6
P O BOX 738	WIMBERLEY, TX 78676	7
401 BOX CANYON RD	WIMBERLEY, TX 78676	8
PO BOX 2112	WIMBERLEY, TX 78676	9

# The Wimberley Vi CLASSIFIED



P.O. Box 49 Wimberley, Texas 78676 512-84

**Public Notice**

**HTGCD Notice of New Operating Permit – Ghost Note Brewing 20-Day Public Notice**

This notice is to advise the public of the submission of a new operating permit application to the Hays Trinity Groundwater Conservation District (HTGCD) by Ghost Note Brewing, 23663 Ranch Road 12, Dripping Springs, TX 78620. Ghost Note Brewing is requesting 1.1 acre-feet (357,300 gallons) of annual production. The intended well's non-exempt use listed within the application is "retail water system." The application has been reviewed and is nearing administrative completeness. When the permit becomes administratively complete, District staff will make the recommendation: one-year renewable operating permit for 1.1 acre-feet, quarterly meter production recording of monthly use to HTGCD, and mandatory drought cutback production during declared droughts according to the drought severity and their individual drought cutback chart. The twenty-day deadline date for HTGCD to accept formal contested case letters concerning this application is April 8, 2020. The application is available for review on the HTGCD website, [www.haysgroundwater.com](http://www.haysgroundwater.com) under Quick Links > Pending Permit Applications > Newly Submitted Permit Applications. The application is also available for review at the District Office, located at 14101 W Hwy 290, Building 100, Suite 212, Austin, TX 78737, Monday – Friday, 9:00 A.M. to 5:00 P.M. To determine if you have standing in this matter, see HTGCD Rules, Section 5.5 "Contesting Operating Permit and Amendment Applications." HTGCD Rules can be found on our website under Quick Links > Regulatory. Contested case letters must be submitted by mail to P.O. Box 1648, Dripping Springs, TX 78620 before the deadline posted. Contested case letters must contain all of the information listed in Rule 5.5.1(a) to be considered by the HTGCD Board of Directors for standing in a public hearing. Please feel free to call HTGCD at (512) 858-9253 with any questions regarding this or any other District Business.

**NOTICE OF PUBLIC HEARING (Conditional Use Permit)**

Notice is hereby given that the Planning & Zoning Commission of the City of Wimberley will hold a public hearing at the Wimberley City Hall on **Thursday, April 9, 2020 at 6:00 p.m.** to consider the following: **CUP-20-003** – an application for a Conditional Use Permit (CUP) to allow the operation of a bar/tavern at 9595 Ranch Road 12, Suite 10. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a public hearing on **Thursday, April 16, 2020, at 6:00 p.m.** at City Hall. Comments on this request from any member of the public may be presented in person at City Hall, by mail (221 Southriver, Wimberley, TX), or by email ([scox@cityofwimberley.com](mailto:scox@cityofwimberley.com)) prior to the hearing. The public will be granted an opportunity to speak at the hearings. Additional information concerning the proposed action is available for review at the Wimberley City Hall, 221 Stillwater, Wimberley, Texas.

**NOTICE OF PUBLIC HEARING (Conditional Use Permit)**

Notice is hereby given that the Planning & Zoning Commission of the City of Wimberley will hold a public hearing at the Wimberley City Hall on **Thursday, April 9, 2020 at 6:00 p.m.** to consider the following: **CUP-20-002** – an application for a Conditional Use Permit (CUP) to allow the operation of a vacation rental at 222 Box Canyon Road. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a public hearing on **Thursday, April 16, 2020, at 6:00 p.m.** at City Hall. Comments on this request from any member of the public may be presented in person at City Hall, by mail (221 Southriver, Wimberley, TX), or by email ([scox@cityofwimberley.com](mailto:scox@cityofwimberley.com)) prior to the hearing. The public will be granted an opportunity to speak at the hearings. Additional information concerning the proposed action is available for review at the Wimberley City Hall, 221 Stillwater, Wimberley, Texas.

**PUBLIC NOTICE**

**PUBLIC NOTICE**

Application has been made with the Texas Alcoholic Beverage Commission for a **Mixed Beverage Permit and Mixed Beverage Late Hours Permit by Savage's, LLC dba Savage's Hometown Bar, to be located at 9595 Ranch Road 12, Suite 10, Wimberley, Hays County, Texas. Officers of said corporation are Trevor Savage-managing member, Kristi Savage-managing member, Robert Savage-member, Joyce Savage-member.**

**City of Dripping Springs Public Notice of Approved Ordinance Elections – May 2, 2020 Effective Date: Immediately Ordinance No. 2020-10**

AN ORDINANCE CANCELLING THE MAY 5, 2018 GENERAL ELECTION AND DECLARING EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE

**NOTICE TO CREDITORS**

Notice is hereby given that original Letters Testamentary for the Estate of Alice Louise Oldham, Deceased, were issued on March 9, 2020, in cause No. 20-0046-P, pending in the County Court at Law of Hays County, Texas, to: Terry Ray Oldham.

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

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

**DATED** the 9th day of March 2020.

Joseph J. Malone Attorney for Terry Ray Oldham State Bar No.: 24050982 **STEVENS & MALONE, PLLC** P.O. Box 727 Wimberley, Texas 78676 Telephone: (512) 847-9277 Facsimile: (512) 847-5131 E-mail: [joe@stevensmalonelaw.com](mailto:joe@stevensmalonelaw.com)

**HTGCD Notice of New Operating Permit – Beerburg Brewery 10-Day Public Notice**

This notice is to advise the public of the submission of a new operating permit application to the Hays Trinity Groundwater Conservation District (HTGCD) by Beerburg Brewery. Beerburg Brewery is requesting 2 acre feet (651,702 gallons) of annual production. Permit requirements include: a water conservation plan, a user drought contingency plan, quarterly meter reporting of monthly use, and proof of public notice. At this time, the application is pending and not administratively complete. Trevor Nearburg is listed on the application as the person responsible for the permit concerning Beerburg Brewery. The mailing address is 10107 Ivanhoe Trail, Austin, TX 78748. The well's physical address listed on the application is 13476 Fitzhugh Road, Austin, TX 78736. To contact the applicant, call (512) 461-9748. The public may submit comments to the HTGCD Office by the ten-day deadline date, March 30, 2020. The deadline date starts upon the first day of the running of the applicant's published notice. All public comments will be reviewed prior to the HTGCD staff recommendations. A secondary public notice shall include staff recommendations and a twenty-day deadline date to submit formal contested



Application period for Fiscal Year 2020-2021 Local Hotel Occupancy Tax Grant Funding Program is open beginning Friday, March 20, 2020 through Friday, May 01, 2020.

The City of Dripping Springs is accepting applications for Local Hotel Occupancy Tax Grant Funds for projects that directly enhance and promote tourism and the convention and hotel industry. Projects must increase overnight stays in the area and meet one of eight categories for expenditure: 1) convention and visitor centers; 2) convention registration; 3) advertising the city; 4) promotion of the arts; 5) historical restoration and preservation; and 6) sporting events; 7) transportation systems for tourists; 8) signage directing tourists to sights and attractions; or 9) promotion and preservation of dark skies. The grant guidelines and application are available at City Hall, 511 Mercer Street, on the website at <http://www.cityofdrippingssprings.com>, or at Dripping Springs Ranch Park located at 1024 Event Center Drive. Applications are due by 5:00 pm, May 01, 2020. Please call (512) 858-4725 if you have any questions about this program.

**Public Notice**

**Public Notice**

**Public Notice**

**CITY OF DRIPPING SPRINGS, TEXAS \*\*\*DUE DATE EXTENDED\*\*\* REQUEST FOR PROPOSALS FOR "SOLID WASTE COLLECTION AND DISPOSAL SERVICES" CITY OF DRIPPING SPRINGS, TEXAS PUBLIC NOTICE**

The City of Dripping Springs will receive sealed proposals for Solid Waste Collection and Disposal Services. Proposals are due on **Friday, April 17, 2020, 4:00 p.m.** Proposals may be hand delivered at the:

City of Dripping Springs Attention: Deputy City Administrator 511 Mercer Street Dripping Springs, Texas 78620

or mailed to the City at:

City of Dripping Springs Attention: Deputy City Administrator Post Office Box 384 Dripping Springs, Texas 78620

Personal Delivery or U.S. Mail accepted. No submissions by fax or email.

The Solid Waste Collection and Disposal Services will include Residential and Non-Residential waste collection, recycling collection, transport, and disposal of municipal solid waste, including refuse, yard waste, and bulky waste from within the contiguous City Limits and the non-contiguous City Limits (resulting from island annexations) to a disposal or processing site identified by the Applicant. The Request for Proposal may be obtained by emailing [gfaught@cityofdrippingssprings.com](mailto:gfaught@cityofdrippingssprings.com) or on the city's website at [www.cityofdrippingssprings.com](http://www.cityofdrippingssprings.com). The Request for Proposal may also be obtained at City Hall, 511 Mercer Street, Dripping Springs, Texas 78620.

Inquiries regarding this request must only be submitted in writing to Ginger Fought, Deputy City Administrator via e-mail at [gfaught@cityofdrippingssprings.com](mailto:gfaught@cityofdrippingssprings.com) with "Solid Waste RFP" in the subject line. Written requests from interested firms and written responses by the City will be provided to all Applicants. This is the only permissible contact with the City regarding this bid process until the bids are opened and the Applicant is contacted by the City. The deadline for inquiries is **Wednesday, April 8, 2020, 5:00 p.m.**



**General Help Wanted**

**NOW HIRING**  
The City of Wimberley has immediate openings for Part-Time Facility Maintenance individuals who are able to work with a flexible schedule. Must be able to do some lifting (banquet tables and chairs), detailed bldg. cleaning, outside grounds care, and perform basic build-ings repairs. Will also be responsible for assisting groups during special events. More info. available on the City's website: [www.cityofwimberley.com](http://www.cityofwimberley.com) <<http://www.cityofwimberley.com>>

**PART TIME housekeeper**



Call us at (512) 847-2202

**Sub**  
★  
★  
★  
★

Only \$42 per year.

March 27, 2020

**NOTICE OF PUBLIC HEARING**

Re: **File No. CUP-20-002**  
222 Box Canyon

Dear Property Owner:

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

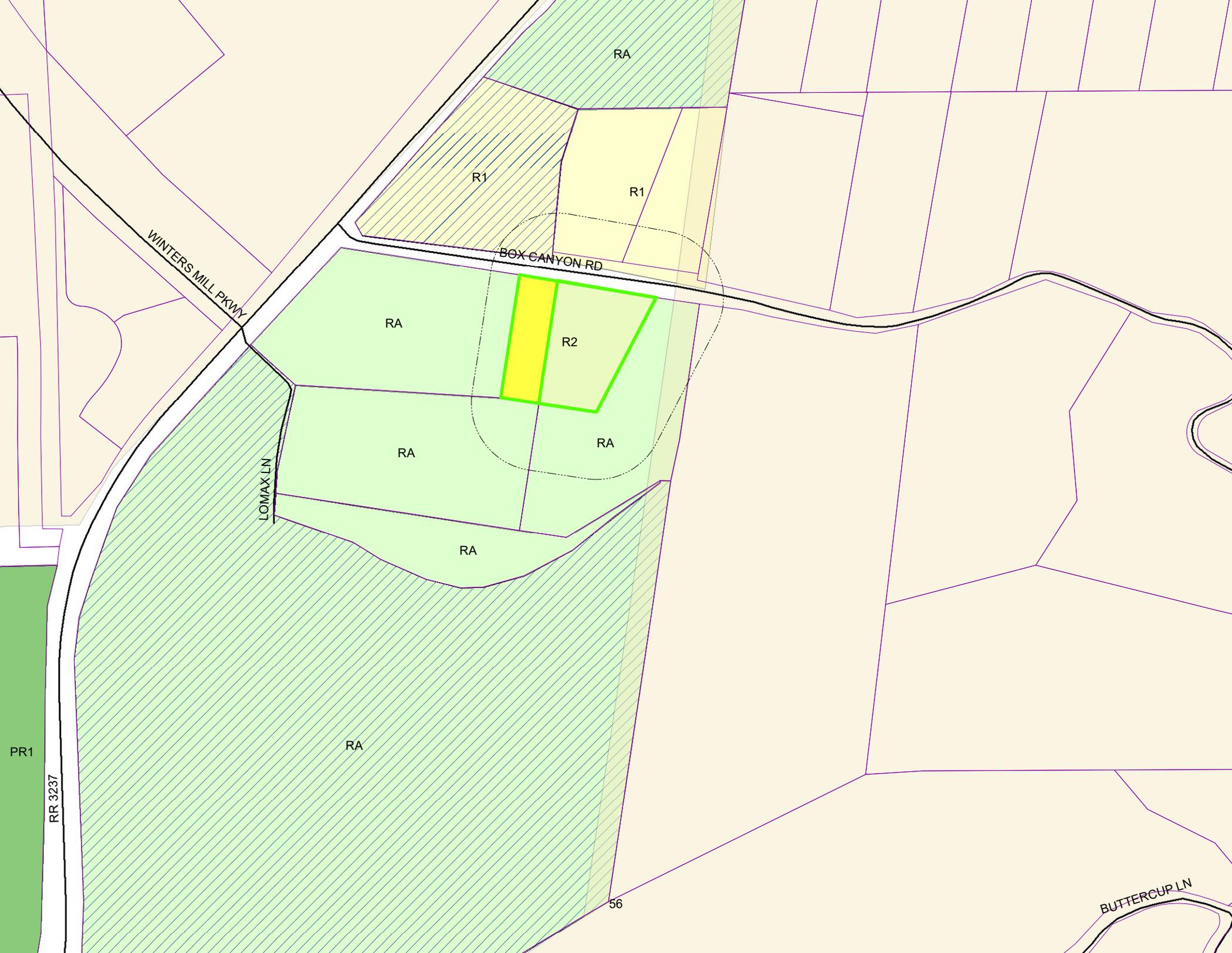
The applicant, Michael Bachers, has requested Conditional Use Permit (CUP) to operate a vacation rental at 222 Box Canyon, further described as 2.965 acres of land, more or less, situated in the John. W. Keeley Survey, Abstract 277. The City of Wimberley Planning and Zoning Commission will consider this request at a public hearing on **Thursday, April 9, 2020, at 6:00 p.m.** Upon recommendation from the Commission, the City Council will hold a public hearing to consider the same request on **Thursday, April 16, 2020, at 6:00 p.m.** Either of these Public Hearings may be held in accordance with Order of the Office of the Governor issued March 16, 2020, whereby the public hearing may be conducted in a telephonic meeting in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID-19).

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

Additional information regarding the proposed request is available on request. Should you have questions, please feel free to email or contact me at 512-847-0025.

Sincerely,  


Shawn Cox  
City Administrator  
scox@cityofwimberley.com



RA

R1

R1

WINTERS MILL PKWY

BOX CANYON RD

RA

R2

RA

RA

LOMAX LN

RA

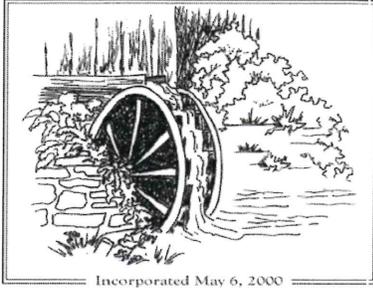
RA

PR1

RR 3237

56

BUTTERCUP LN



# City of Wimberley

221 Stillwater, Wimberley, Texas 78676

(512) 847-0025 Fax (512) 847-0422 [www.cityofwimberley.com](http://www.cityofwimberley.com)

## NOTICE BY SIGN POSTING

DATE: March 27, 2020

ZONING NO: CUP-20-002

APPLICANT: Michael Bachers

TO: CODE ENFORCEMENT/PUBLIC WORKS

Please place a Proposed Zoning Sign on the following property:

Project Site Address: 222 Box Canyon

John Provost  
Public Works/Code Enforcement

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

3/27 2020

  
\_\_\_\_\_  
Signature

**ORDINANCE NO. 2020-10**

**AN ORDINANCE APPROVING AN APPLICATION FOR A CONDITIONAL USE PERMIT SUBMITTED BY MICHAEL BACHERS TO PERMIT THE OPERATION OF A VACATION RENTAL ON PROPERTY LOCATED AT 222 BOX CANYON, WIMBERLEY, TEXAS, ZONED SINGLE-FAMILY RESIDENTIAL 2 (R-2); AND PROVIDING FOR FINDINGS OF FACT; AMENDMENT OF THE ZONING DISTRICT MAP; REPEALER; SEVERABILITY; EFFECTIVE DATE; PROPER NOTICE AND MEETING; AND PROVIDING FOR CERTAIN CONDITIONS.**

**WHEREAS**, an application for a Conditional Use Permit (“CUP”) has been filed by Michael Bachers (“Applicant”) requesting authorization to operate a vacation rental on real property described as 2.965 acers of land, more or less, situated in the John W. Keeley Survey, Abstract 277, zoned Single-Family Residential 2 (R-2); and

**WHEREAS**, a vacation rental is an authorized use in areas zoned Single-Family Residential 2 (R-2) upon approval of a CUP;

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

**WHEREAS**, the City Council conducted a public hearing on the CUP wherein public comment was received and considered on the application; and

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

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

**ARTICLE I. FINDINGS OF FACT**

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

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

The CITY COUNCIL HEREBY GRANTS the Application for a Conditional Use Permit submitted by Michael Bachers (“Applicant”) for use as a vacation rental on real property, described as 2.965 acers of land, more or less, situated in the John W. Keeley Survey, Abstract 277, as more particularly described by survey in Exhibit “A”, attached and incorporated by reference, zoned Single-Family Residential 2 (R-2), Wimberley, Hays County, Texas, subject to the following terms and conditions:

1. No organized outside activities shall be allowed on the property after 10 p.m.

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

13. The owner of the property or the owner's agent, which may be a vacation rental agency, shall provide each renter a property map for the vacation rental property that shows the boundaries of the property and advises that trespassing on adjacent property is prohibited.
14. Should an operating permit for vacation rental facilities be established by the City in the future, the owner of the subject property shall comply with any and all applicable operating permit requirements that may be established by the City.

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

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

### **ARTICLE IV. REPEALER**

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

### **ARTICLE V. SEVERABILITY**

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

### **ARTICLE VI. EFFECTIVE DATE**

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

### **ARTICLE VII. PROPER NOTICE AND MEETING**

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

**PASSED AND APPROVED** by the City of Wimberley City Council on the 16<sup>th</sup> day of April 2020 by a vote of \_\_\_\_\_ (Ayes) and \_\_ (Nays) and \_\_ (Abstain).

**CITY OF WIMBERLEY**

By: \_\_\_\_\_  
Susan Jagers, Mayor

**ATTEST:**

\_\_\_\_\_  
Laura Calcote, City Secretary



**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney



<b>AGENDA ITEM:</b>	<b>CUP-20-003 - Bar/Tavern - 9595 Ranch Road 12, suite 10</b>
<b>SUBMITTED BY:</b>	Shawn Cox, City Administrator
<b>DATE SUBMITTED:</b>	April 13, 2020
<b>MEETING DATE:</b>	April 16, 2020

# REPORT

## ITEM

Hold a public hearing and consider approval regarding case CUP -20-003, an application for a Conditional Use Permit to allow for the operation of a bar/tavern on property zoned Highway Commercial (HC) located at 9595 Ranch Road 12, Wimberley, Hays County, Texas.

## PROPERTY INFORMATION

### Property Description

**Applicant(s):** Trevor Savage  
**Property Address:** 9595 Ranch Road 12, Wimberley TX  
**Property Owner:** Collie Investments, LTD  
**Legal Description:** 10.298 Acres Out of the James Alston Survey Number 90  
**Property Size:** 10.298 Acres  
**Existing Use of Property:** Commercial (Restaurant)  
**Existing Zoning:** Highway Commercial (HC)  
**Proposed Use of Property:** Commercial (Bar/Tavern)  
**Request:** CUP for Operation of a Bar/Tavern  
**Planning Area:** VI  
**Overlay District:** Entrance Corridor

### Surrounding Property:

**Frontage:** Box Canyon Road

	<b>Current Zoning:</b>	<b>Existing Land Use:</b>
<b>Surrounding Zoning &amp; Land Use</b>		
<b>North of Property</b>	O2	Commercial
<b>South of Property</b>	N/A (ETJ)	N/A
<b>East of Property</b>	C2	Commercial
<b>West of Property</b>	PF	Public Facility

## REQUEST

The applicant is requesting a Conditional Use Permit (CUP) to operate a bar/tavern at located at

9595 Ranch Road 12. The request is to place the bar/tavern in Suite 10, which was currently occupied by Brewster's Pizza. As Brewster's Pizza, this location previously served alcohol (beer & wine only).

### LEGAL NOTICE

**Surrounding Neighbor Notification Letters (200'):** March 27, 2020  
**Published Legal Notice (Wimberley View):** March 18, 2020  
**Zoning Application Sign Placed:** March 27, 2020

### COMMENTS

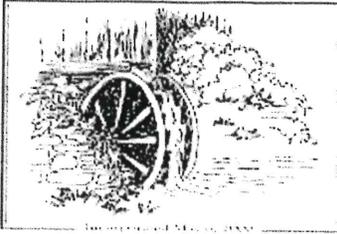
At the time of positing, no comments for or against have been received.

### PLANNING ANZ ZONING RECOMENDATION

The Planning and Zoning Commission held a public hearing for case CUP-20-003 at their April 9, 2020, meeting. During the Public Hearing the Applicants (Trevor and Kristi Savage) and property owner (Holly Collie) spoke in favor of the request. The Planning and Zoning Commission voted 6-0 to recommend approval of the application to the City Council.

### ATTACHMENT/S

- CUP-20-003 – Application
- CUP-20-003 – Legal Posting
- CUP-20-003 – Notification Letter w/Map
- CUP-20-003 – Sign Posting Notice
- Ordinance No. 2020-11



# City of Wimberley

221 Stillwater, Wimberley, TX 78676

P/ (512) 847-0025 F/ (512) 847-0422

[www.cityofwimberley.com](http://www.cityofwimberley.com)

RECEIVED  
MAR - 9 2020  
BY: \_\_\_\_\_

## CONDITIONAL USE PERMIT APPLICATION

No. CUP 20 - 03

### FOR OFFICIAL USE ONLY

Application Date: 3/9/20 Tentative P&Z Hearing: \_\_\_\_\_ Tentative Council Hearing: \_\_\_\_\_

FEES: \$650.00 DATE PAID: 3/9/20 CHECK NO. cc REC'D BY MA

PROJECT SITE ADDRESS: 9595 RR 12 Ste 10 Wimberley, TX 78676

OWNER/APPLICANT Trevor Savage PHONE [REDACTED]

MAILING ADDRESS: PO Box 2725

CITY: Wimberley STATE: TX ZIP: 78676

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

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

Bar

Planning Area \_\_\_\_\_ Zoning \_\_\_\_\_ Total Acreage or Sq. Ft. \_\_\_\_\_

Subdivision: \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_

Appraisal District Tax ID #: R 12659

Deed Records Hays County: Volume \_\_\_\_\_ Page \_\_\_\_\_

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

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

### UTILITY PROVIDERS:

Electric Provider: PEC

Water Provider or Private Well: \_\_\_\_\_

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

PAID  
MAR - 9 2020  
BY: Wl cc: MA

**MY REQUEST IS BASED ON THE FOLLOWING:**

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

**ADDITIONAL REQUIREMENTS/DOCUMENTATION**

- Metes and bounds description and a survey (i.e., drawing) exhibit showing the property for which the CUP is being requested.
- Site Plan drawn to scale and showing the general arrangement of the project, together with essential requirements such as off-street parking facilities; size height, construction materials, and locations of buildings and the uses to be permitted; location and construction of signs; means of ingress and egress to public streets; the type of visual screening such as walls, plantings and fences; and the relationship of the intended use to all existing properties and land uses in all directions to a minimum distance of two hundred feet (200').
- List of Special Conditions that Applicant agrees apply to property.
- List of all property owners, with mailing addresses located within two hundred feet (200') of any point of the subject property.
- Payment of Application fee \$650.00 (non-refundable)
- Applicant agrees to attend public hearings before the P&Z Commission as well as the City Council concerning this application; or waives his/her right to appear, understanding that if questions are raised that cannot be answered, the matter may be continued, or denied.
- Applicant has checked the subdivision plat notes, deed restrictions, restrictive covenants and/or zoning actions to ensure that there are no restrictions on the subject property and applicant understands that the City zoning action does not relieve any obligation of these restrictions.
- Applicant agrees to provide additional documentation as needed by the City.
- Applicant understands that City review of this Application is dependent upon the accuracy of the information provided and that any inaccurate or inadequate information provided may delay the review of the Application. Applicant, by his/her signature below, certifies that to the best of his/her knowledge said information is complete and correct.
- Applicant hereby authorizes the City representatives to visit and inspect the subject property.

3/9/2020  
DATE

  
APPLICANT SIGNATURE

WHEN APPLICABLE:

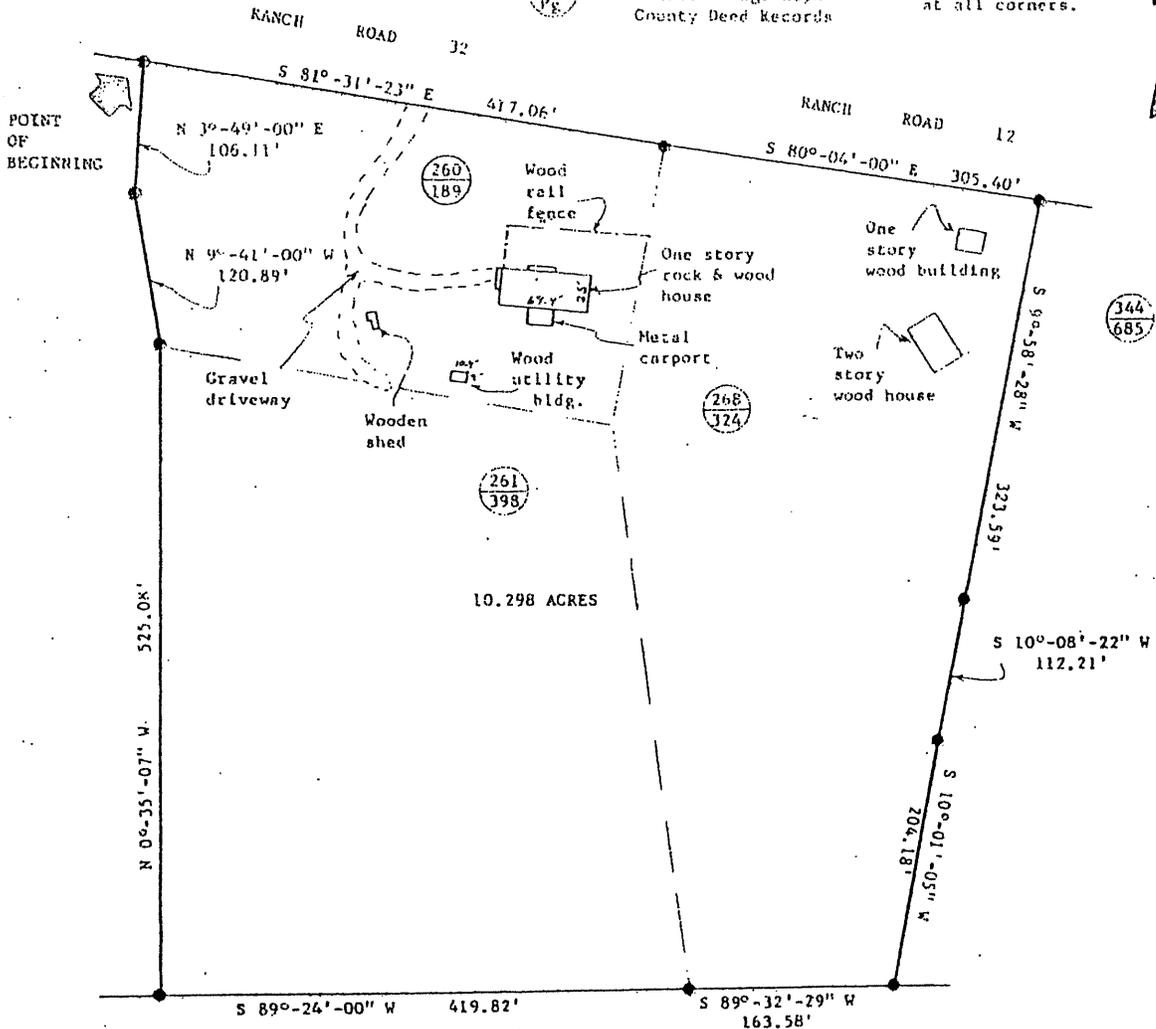
Date \_\_\_\_\_

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

Vol. Pg.

= Volume & Page Hays County Deed Records

Iron pins found at all corners.



PURCHASER: Bruce Collier

TITLE COMPANY:  
Hays County Abstract Company

GF NUMBER: 97070007

LEGAL DESCRIPTION: Being 10.298 acres of land out of the JAMES ALSTON SURVEY NUMBER 90, Hays County, Texas, and being more particularly described by metes and bounds in the field notes attached hereto.

Subject property does not lie within a flood hazard zone as determined from F.I.S./H.U.D. Flood Hazard Map, Community Panel Number

DATE:  
July 28, 1997

SCALE: 1" = 100'

480321 0160 B  
dated June 16, 1993

JOB NUMBER:  
970720 cb

**BEELINE**

ENGINEERING & LAND SURVEYING  
P.O. BOX 1081  
SAN MARCOS, TEXAS 78667-1081  
Phone/Fax 512/353-4725



I hereby certify that this plat correctly represents a survey made upon the ground under my supervision, and that there are no encroachments upon this property except as shown hereon. This survey was performed July 22, 1997.

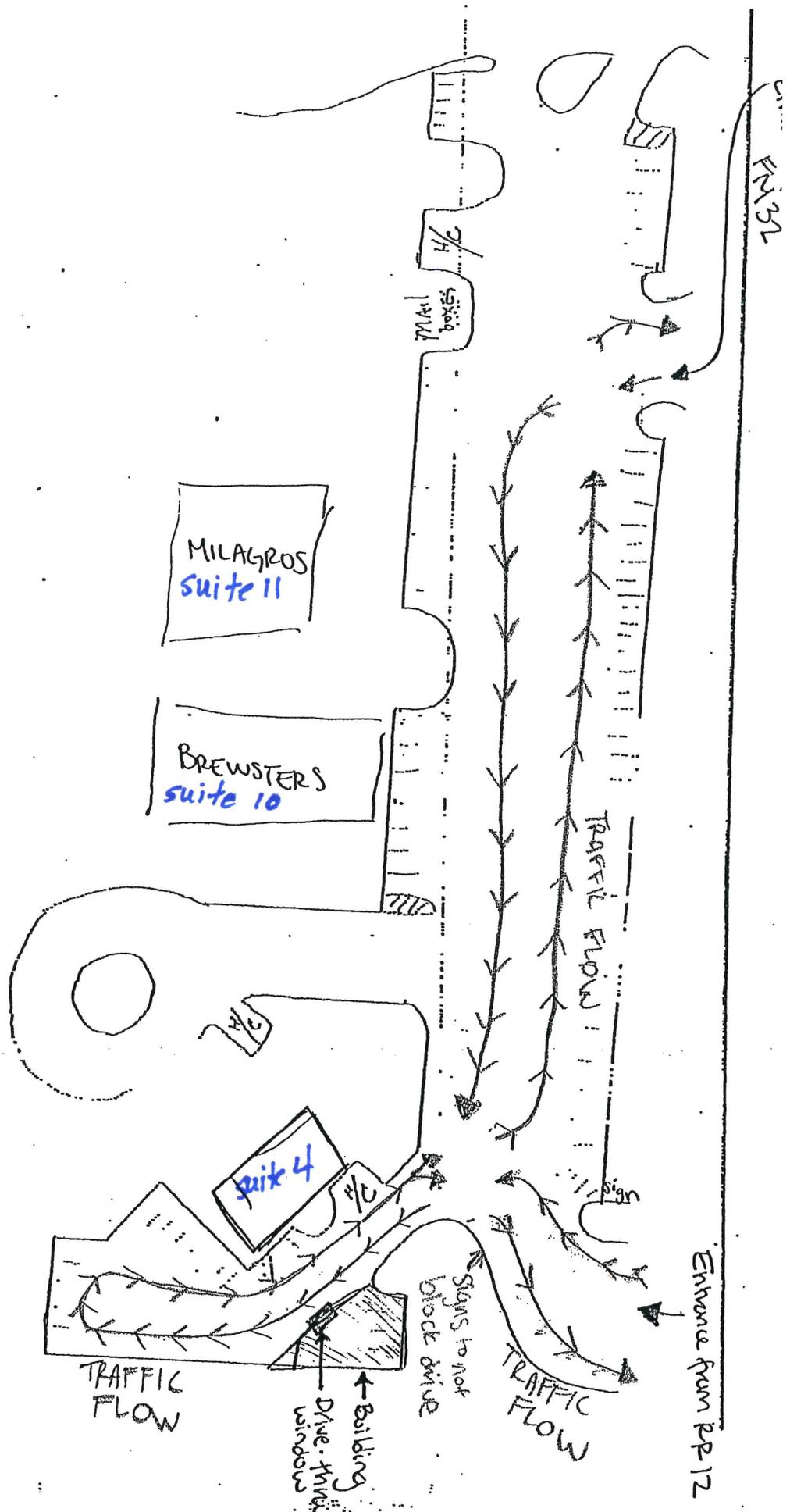
*Raymond V. Kotowski*



Exhibit "C"

# Parking Lot Layout

H/C = HANDICAP



# The Wimberley Vi

# CLASSIFIED



P.O. Box 49 Wimberley, Texas 78676 512-84

**Public Notice**

**HTGCD Notice of New Operating Permit – Ghost Note Brewing 20-Day Public Notice**

This notice is to advise the public of the submission of a new operating permit application to the Hays Trinity Groundwater Conservation District (HTGCD) by Ghost Note Brewing, 23663 Ranch Road 12, Dripping Springs, TX 78620. Ghost Note Brewing is requesting 1.1 acre-feet (357,300 gallons) of annual production. The intended well's non-exempt use listed within the application is "retail water system." The application has been reviewed and is nearing administrative completeness. When the permit becomes administratively complete, District staff will make the recommendation: one-year renewable operating permit for 1.1 acre-feet, quarterly meter production recording of monthly use to HTGCD, and mandatory drought cutback production during declared droughts according to the drought severity and their individual drought cutback chart. The twenty-day deadline date for HTGCD to accept formal contested case letters concerning this application is April 8, 2020. The application is available for review on the HTGCD website, [www.haysgroundwater.com](http://www.haysgroundwater.com) under Quick Links > Pending Permit Applications > Newly Submitted Permit Applications. The application is also available for review at the District Office, located at 14101 W Hwy 290, Building 100, Suite 212, Austin, TX 78737, Monday – Friday, 9:00 A.M. to 5:00 P.M. To determine if you have standing in this matter, see HTGCD Rules, Section 5.5 "Contesting Operating Permit and Amendment Applications." HTGCD Rules can be found on our website under Quick Links > Regulatory. Contested case letters must be submitted by mail to P.O. Box 1648, Dripping Springs, TX 78620 before the deadline posted. Contested case letters must contain all of the information listed in Rule 5.5.1(a) to be considered by the HTGCD Board of Directors for standing in a public hearing. Please feel free to call HTGCD at (512) 858-9253 with any questions regarding this or any other District Business.

**NOTICE OF PUBLIC HEARING (Conditional Use Permit)**

Notice is hereby given that the Planning & Zoning Commission of the City of Wimberley will hold a public hearing at the Wimberley City Hall on **Thursday, April 9, 2020 at 6:00 p.m.** to consider the following: **CUP-20-003** – an application for a Conditional Use Permit (CUP) to allow the operation of a bar/tavern at 9595 Ranch Road 12, Suite 10. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a public hearing on **Thursday, April 16, 2020, at 6:00 p.m.** at City Hall. Comments on this request from any member of the public may be presented in person at City Hall, by mail (221 Southriver, Wimberley, TX), or by email ([scox@cityofwimberley.com](mailto:scox@cityofwimberley.com)) prior to the hearing. The public will be granted an opportunity to speak at the hearings. Additional information concerning the proposed action is available for review at the Wimberley City Hall, 221 Stillwater, Wimberley, Texas.

**NOTICE OF PUBLIC HEARING (Conditional Use Permit)**

Notice is hereby given that the Planning & Zoning Commission of the City of Wimberley will hold a public hearing at the Wimberley City Hall on **Thursday, April 9, 2020 at 6:00 p.m.** to consider the following: **CUP-20-002** – an application for a Conditional Use Permit (CUP) to allow the operation of a vacation rental at 222 Box Canyon Road. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a public hearing on **Thursday, April 16, 2020, at 6:00 p.m.** at City Hall. Comments on this request from any member of the public may be presented in person at City Hall, by mail (221 Southriver, Wimberley, TX), or by email ([scox@cityofwimberley.com](mailto:scox@cityofwimberley.com)) prior to the hearing. The public will be granted an opportunity to speak at the hearings. Additional information concerning the proposed action is available for review at the Wimberley City Hall, 221 Stillwater, Wimberley, Texas.

**PUBLIC NOTICE**

**Public Notice**

**PUBLIC NOTICE**

Application has been made with the Texas Alcoholic Beverage Commission for a **Mixed Beverage Permit and Mixed Beverage Late Hours Permit by Savage's, LLC dba Savage's Hometown Bar, to be located at 9595 Ranch Road 12, Suite 10, Wimberley, Hays County, Texas. Officers of said corporation are Trevor Savage-managing member, Kristi Savage-managing member, Robert Savage-member, Joyce Savage-member.**

**City of Dripping Springs Public Notice of Approved Ordinance Elections – May 2, 2020 Effective Date: Immediately Ordinance No. 2020-10**

AN ORDINANCE CANCELLING THE MAY 5, 2018 GENERAL ELECTION AND DECLARING EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE

**NOTICE TO CREDITORS**

Notice is hereby given that original Letters Testamentary for the Estate of Alice Louise Oldham, Deceased, were issued on March 9, 2020, in cause No. 20-0046-P, pending in the County Court at Law of Hays County, Texas, to: Terry Ray Oldham.

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

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

**DATED** the 9th day of March 2020.

Joseph J. Malone Attorney for Terry Ray Oldham State Bar No.: 24050982 **STEVENS & MALONE, PLLC** P.O. Box 727 Wimberley, Texas 78676 Telephone: (512) 847-9277 Facsimile: (512) 847-5131 E-mail: [joe@stevensmalonelaw.com](mailto:joe@stevensmalonelaw.com)

**HTGCD Notice of New Operating Permit – Beerburg Brewery 10-Day Public Notice**

This notice is to advise the public of the submission of a new operating permit application to the Hays Trinity Groundwater Conservation District (HTGCD) by Beerburg Brewery. Beerburg Brewery is requesting 2 acre feet (651,702 gallons) of annual production. Permit requirements include: a water conservation plan, a user drought contingency plan, quarterly meter reporting of monthly use, and proof of public notice. At this time, the application is pending and not administratively complete. Trevor Nearburg is listed on the application as the person responsible for the permit concerning Beerburg Brewery. The mailing address is 10107 Ivanhoe Trail, Austin, TX 78748. The well's physical address listed on the application is 13476 Fitzhugh Road, Austin, TX 78736. To contact the applicant, call (512) 461-9748. The public may submit comments to the HTGCD Office by the ten-day deadline date, March 30, 2020. The deadline date starts upon the first day of the running of the applicant's published notice. All public comments will be reviewed prior to the HTGCD staff recommendations. A secondary public notice shall include staff recommendations and a twenty-day deadline date to submit formal contested

**Public Notice**

**Public Notice**

**Public Notice**



Application period for Fiscal Year 2020-2021 Local Hotel Occupancy Tax Grant Funding Program is open beginning Friday, March 20, 2020 through Friday, May 01, 2020.

The City of Dripping Springs is accepting applications for Local Hotel Occupancy Tax Grant Funds for projects that directly enhance and promote tourism and the convention and hotel industry. Projects must increase overnight stays in the area and meet one of eight categories for expenditure: 1) convention and visitor centers; 2) convention registration; 3) advertising the city; 4) promotion of the arts; 5) historical restoration and preservation; and 6) sporting events; 7) transportation systems for tourists; 8) signage directing tourists to sights and attractions; or 9) promotion and preservation of dark skies. The grant guidelines and application are available at City Hall, 511 Mercer Street, on the website at <http://www.cityofdrippingsprings.com>, or at Dripping Springs Ranch Park located at 1024 Event Center Drive. Applications are due by 5:00 pm, May 01, 2020. Please call (512) 858-4725 if you have any questions about this program.

**Public Notice**

**Public Notice**

**Public Notice**

**CITY OF DRIPPING SPRINGS, TEXAS \*\*\*DUE DATE EXTENDED\*\*\* REQUEST FOR PROPOSALS FOR "SOLID WASTE COLLECTION AND DISPOSAL SERVICES" CITY OF DRIPPING SPRINGS, TEXAS PUBLIC NOTICE**

The City of Dripping Springs will receive sealed proposals for Solid Waste Collection and Disposal Services. Proposals are due on **Friday, April 17, 2020, 4:00 p.m.** Proposals may be hand delivered at the:

City of Dripping Springs Attention: Deputy City Administrator 511 Mercer Street Dripping Springs, Texas 78620

or mailed to the City at:

City of Dripping Springs Attention: Deputy City Administrator Post Office Box 384 Dripping Springs, Texas 78620

Personal Delivery or U.S. Mail accepted. No submissions by fax or email.

The Solid Waste Collection and Disposal Services will include Residential and Non-Residential waste collection, recycling collection, transport, and disposal of municipal solid waste, including refuse, yard waste, and bulky waste from within the contiguous City Limits and the non-contiguous City Limits (resulting from island annexations) to a disposal or processing site identified by the Applicant. The Request for Proposal may be obtained by emailing [gfaught@cityofdrippingsprings.com](mailto:gfaught@cityofdrippingsprings.com) or on the city's website at [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com). The Request for Proposal may also be obtained at City Hall, 511 Mercer Street, Dripping Springs, Texas 78620.

Inquiries regarding this request must only be submitted in writing to Ginger Fought, Deputy City Administrator via e-mail at [gfaught@cityofdrippingsprings.com](mailto:gfaught@cityofdrippingsprings.com) with "Solid Waste RFP" in the subject line. Written requests from interested firms and written responses by the City will be provided to all Applicants. This is the only permissible contact with the City regarding this bid process until the bids are opened and the Applicant is contacted by the City. The deadline for inquiries is **Wednesday, April 8, 2020, 5:00 p.m.**



**General Help Wanted**

**NOW HIRING**  
The City of Wimberley has immediate openings for Part-Time Facility Maintenance individuals who are able to work with a flexible schedule. Must be able to do some lifting (banquet tables and chairs), detailed bldg. cleaning, outside grounds care, and perform basic buildings repairs. Will also be responsible for assisting groups during special events. More info. available on the City's website: [www.cityofwimberley.com](http://www.cityofwimberley.com) <<http://www.cityofwimberley.com>>

**PART TIME housekeeper**

Call us at (512) 847-2202

**Sweet**

★  
★  
★  
★

Only \$42 per year.

March 27, 2020

**NOTICE OF PUBLIC HEARING**

Re: **File No. CUP-20-003**  
9595 Ranch Road 12, Ste 10

Dear Property Owner:

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

The applicant, Trevor Savage, has requested a Conditional Use Permit (CUP) to operate a bar/tavern at 9595 Ranch Road 12, Ste. 10, further described as 10.298 acres of land out of the James Alston Survey number 90. The City of Wimberley Planning and Zoning Commission will consider this request at a public hearing on **Thursday, April 9, 2020, at 6:00 p.m.** Upon recommendation from the Commission, the City Council will hold a public hearing to consider the same request on **Thursday, April 16, 2020, at 6:00 p.m.** Either of these Public Hearings may be held in accordance with Order of the Office of the Governor issued March 16, 2020, whereby the public hearing may be conducted in a telephonic meeting in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19).

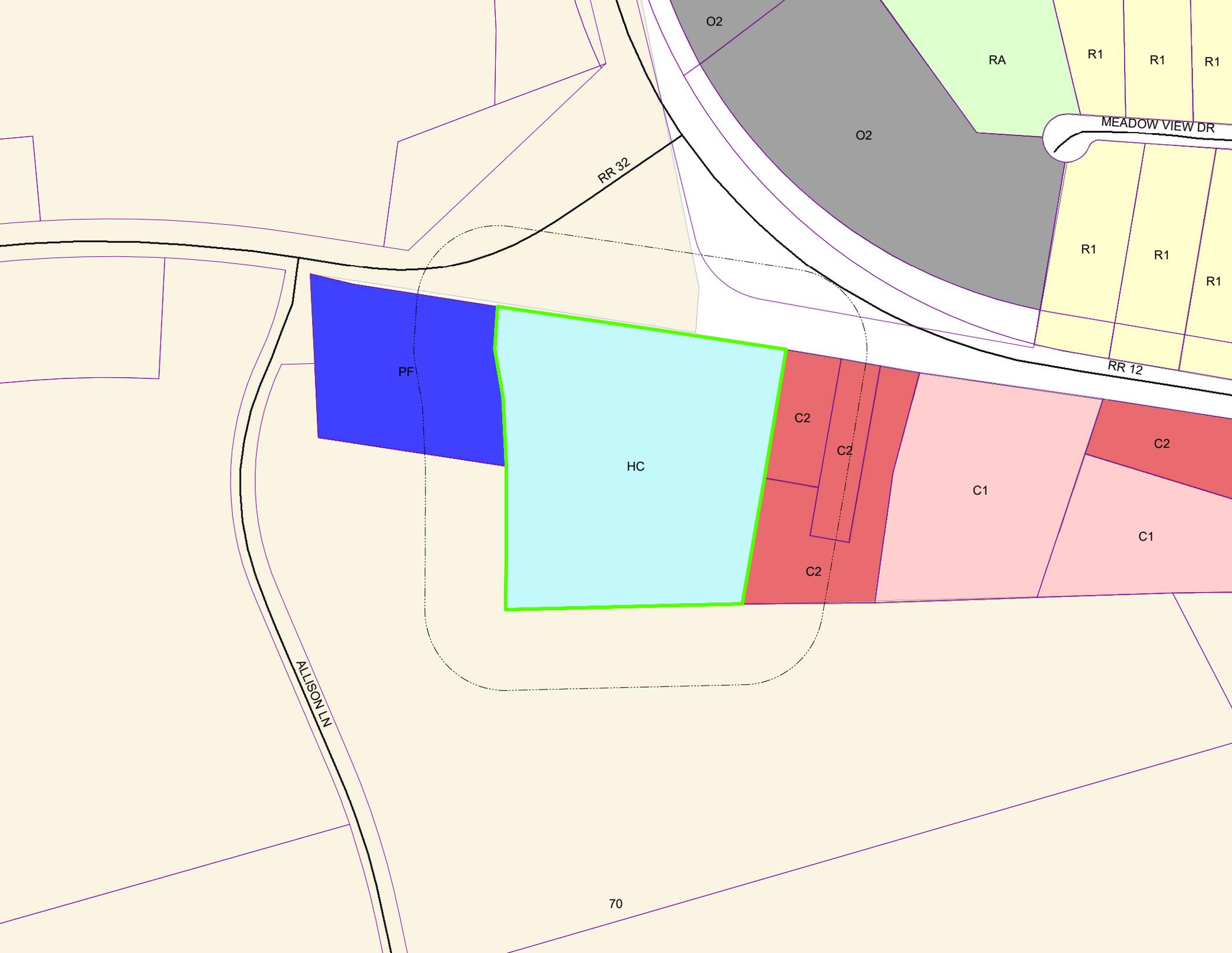
Because the granting of this request may affect your property, you are encouraged to participate in the zoning process. The public will be given an opportunity to speak during the hearing. If you wish to comment but are unable to participate, written comments may be submitted prior to the meeting.

Additional information regarding the proposed request is available on request. Should you have questions, please feel free to email or contact me at 512-847-0025.

Sincerely,



Shawn Cox  
City Administrator  
scox@cityofwimberley.com



O2

RA

R1

R1

R1

RR 32

O2

MEADOW VIEW DR

R1

R1

R1

RR 12

PF

HC

C2

C2

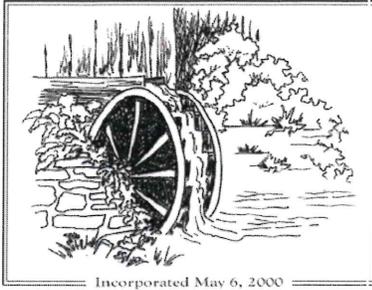
C1

C2

C2

C1

ALLISON LN



# City of Wimberley

221 Stillwater, Wimberley, Texas 78676

(512) 847-0025 Fax (512) 847-0422 [www.cityofwimberley.com](http://www.cityofwimberley.com)

## NOTICE BY SIGN POSTING

DATE: March 27, 2020

ZONING NO: CUP-20-003

APPLICANT: Trevor Savage

TO: CODE ENFORCEMENT/PUBLIC WORKS

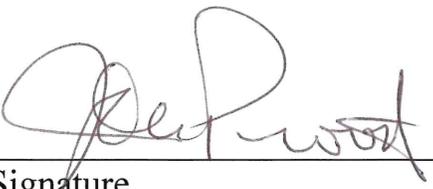
Please place a Proposed Zoning Sign on the following property:

Project Site Address: 9595 Ranch Road 12, Ste. 10

John Provost  
Public Works/Code Enforcement

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

3/27 2020

  
\_\_\_\_\_  
Signature

**ORDINANCE NO. 2020-11**

**AN ORDINANCE APPROVING AN APPLICATION FOR A CONDITIONAL USE PERMIT SUBMITTED BY TREVOR SAVAGE TO PERMIT A BAR/TAVERN ON A PORTION OF APPROXIMATELY 10.298 ACRE TRACTS LOCATED AT 9595 RANCH ROAD 12, WIMBERLEY, HAYS COUNTY, TEXAS, ZONED HIGHWAY COMMERCIAL (HC), AND IMPOSING CERTAIN CONDITIONS; AND PROVIDING FOR FINDINGS OF FACT; AMENDMENT OF THE ZONING DISTRICT MAP; REPEALER; SEVERABILITY; EFFECTIVE DATE; PROPER NOTICE AND MEETING; AND PROVIDING FOR CERTAIN CONDITIONS.**

**WHEREAS**, an application for a Conditional Use Permit has been filed by Trevor Savage ("Applicant") requesting authorization to permit a Bar/Tavern on a portion of real property described as 10.298 acres of land out of the James Alston Survey Number 90, zoned Highway Commercial (HC); and

**WHEREAS**, a bar/tavern is an authorized use in areas zoned Highway Commercial (HC) upon approval of a CUP;

**WHEREAS**, the applicant has submitted a Conditional Use Permit Application, site plan, and other necessary information, and has complied with the requirements of the Wimberley Zoning Ordinance; and

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

**WHEREAS**, the City Council conducted a public hearing on the CUP wherein public comment was received and considered on the application; and

**WHEREAS**, the City Council finds that the additional use of the subject property for the sale of alcoholic beverages for on-premise consumption, is an appropriate use for the property and is a compatible use with the surrounding properties and neighborhoods.

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

**ARTICLE I. FINDINGS OF FACT**

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

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

The CITY COUNCIL HEREBY GRANTS the Application for a Conditional Use Permit submitted by Trevor Savage ("Applicant") for use as a bar/tavern on real property, described as

described as 10.298 acres of land out of the James Alston Survey Number 90, as more particularly described by survey in Exhibit "A", attached and incorporated by reference, zoned Highway Commercial (HC), Wimberley, Hays County, Texas, subject to the following terms and conditions:

1. The use of the property for a Bar/Tavern shall be limited to Suite 10, which includes the uncovered deck, covered deck, and uncovered patio, as designated on Exhibit "B", attached and incorporated by reference.
2. Applicant shall not commence operation until it has secured all permits and approvals as required by the Wimberley zoning regulations, ordinances or any permits required by regional, State and Federal agencies.
3. This Ordinance only authorizes the additional use of a Bar/Tavern to Suite 10, which includes the uncovered deck, covered deck, and uncovered patio, as depicted on Exhibit "B", as well as all applicable regulations in effect at the time of the submission of the building permit application. This Conditional Use Permit does not authorize any other use of the property, except as permitted under the Zoning Code.

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

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

### **ARTICLE IV. REPEALER**

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

### **ARTICLE V. SEVERABILITY**

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

### **ARTICLE VI. EFFECTIVE DATE**

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

**ARTICLE VII. PROPER NOTICE AND MEETING**

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

**PASSED AND APPROVED** by the City of Wimberley City Council on the 16<sup>th</sup> day of April 2020 by a vote of \_\_\_\_ (Ayes) and \_\_ (Nays) and \_\_ (Abstain).

**CITY OF WIMBERLEY**

By: \_\_\_\_\_  
Susan Jagers, Mayor

**ATTEST:**

\_\_\_\_\_  
Laura Calcote, City Secretary



**APPROVED AS TO FORM:**

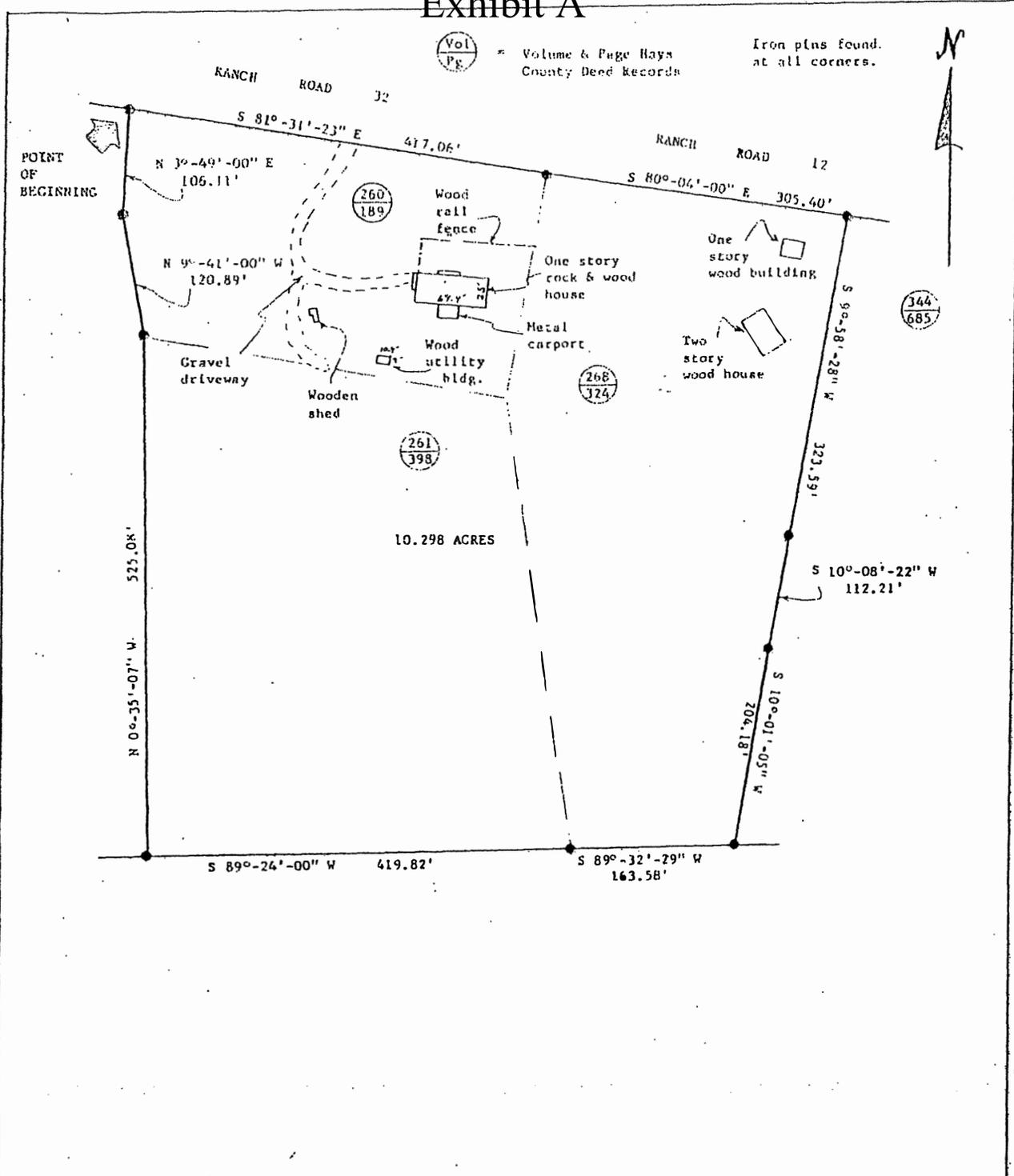
\_\_\_\_\_  
City Attorney

# Exhibit A

Vol  
Pg

= Volume & Page Hays  
County Deed Records

Iron pins found  
at all corners.



**PURCHASER:** Bruce Collier

**TITLE COMPANY:**  
Hays County Abstract Company

**GF NUMBER:** 97070007

**LEGAL DESCRIPTION:** Being 10.298 acres of land out of the JAMES ALSTON SURVEY NUMBER 90, Hays County, Texas, and being more particularly described by metes and bounds in the field notes attached hereto.

Subject property does not lie within a flood hazard zone as determined from F.I.S./H.U.D. Flood Hazard Map, Community Panel Number 480321 0160 B dated June 16, 1993

**DATE:** July 28, 1997

**SCALE:** 1" = 100'

**JOB NUMBER:** 970720 cb

**BEELINE**

ENGINEERING & LAND SURVEYING  
P.O. BOX 1081  
SAN MARCOS, TEXAS 78667-1081  
Phone/Fax 512/353-4725



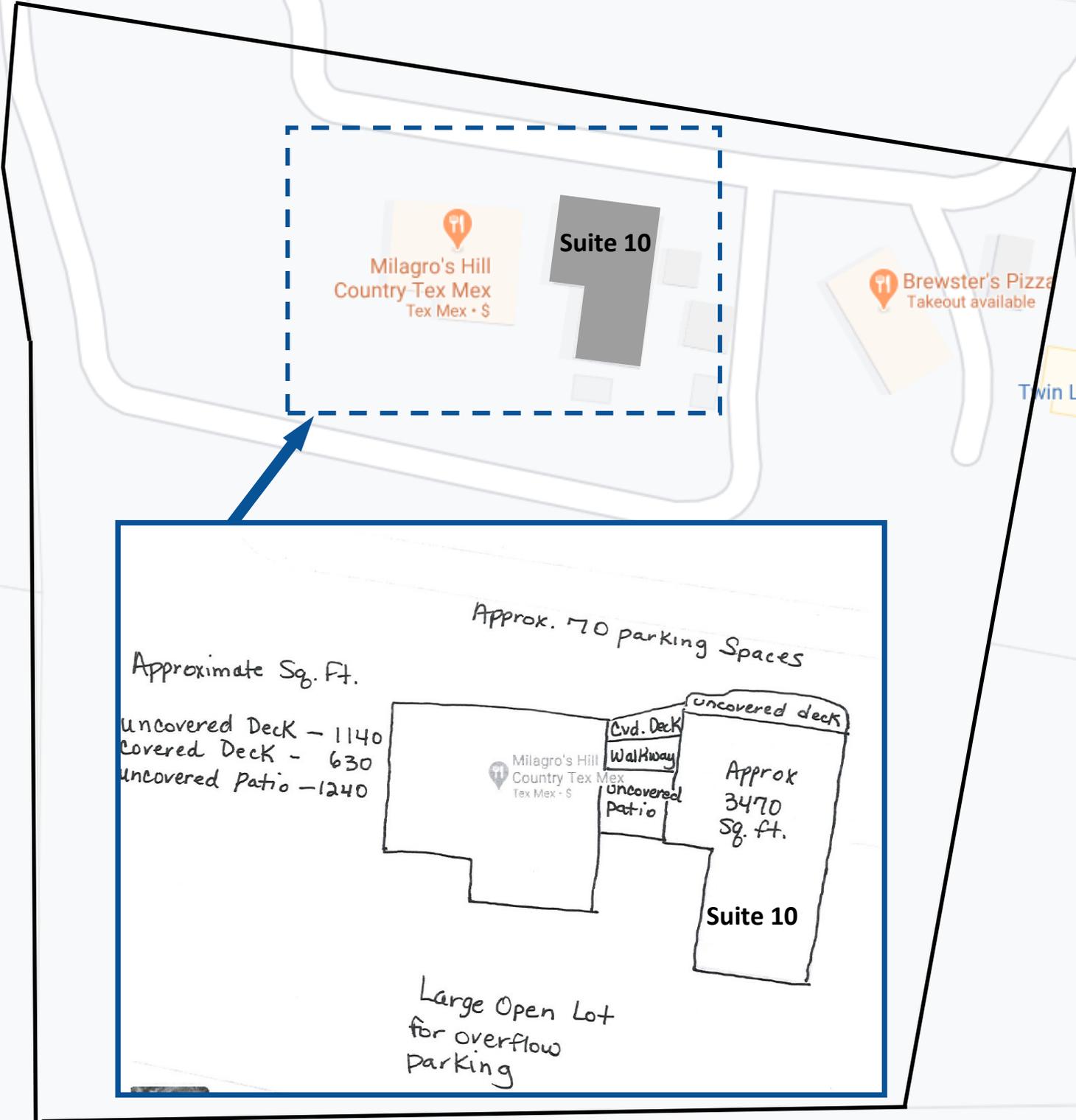
I hereby certify that this plat correctly represents a survey made upon the ground under my supervision, and that there are no encroachments upon this property except as shown hereon. This survey was performed July 22, 1997.

*Raymond V. Kotowski*



Exhibit "C"

# Exhibit B





<b>AGENDA ITEM:</b>	<b>Temporary Structure Application - Paradise Amusements</b>
<b>SUBMITTED BY:</b>	Shawn Cox, City Administrator
<b>DATE SUBMITTED:</b>	April 13, 2020
<b>MEETING DATE:</b>	April 16, 2020

## AGENDA FORM

### ITEM DESCRIPTION/SUMMARY

Brandon Kibby, owner of Paradise Amusements has submitted a Temporary Structure Application to operate a food trailer at 411 Ranch Road 2325.

The proposed location is Odie’s Food Court. This location has onsite restroom facilities and water and electric service.

### REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

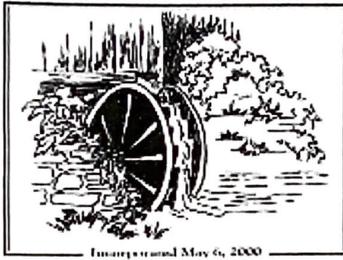
### FINANCIAL

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

### STAFF RECOMMENDATION

### ATTACHMENT/S

- Temporary Structure Application - Paradise Amusements



# City of Wimberley

221 Stillwater, Wimberley, Texas, 78676  
Phone: (512) 847-0025 - Fax: (512) 847-0422  
[www.cityofwimberley.com](http://www.cityofwimberley.com)

## Temporary Structure Planning & Development

Permit No. \_\_\_\_\_

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

Applicant: Paradise Amusements  
Mailing Address: P.O.B. 3124 City: Wimberley State: TX Zip: 78676  
Phone: [REDACTED] Email: [REDACTED]

(If different from above)

Property Owner: The Faigles LLC  
Mailing Address: 1521 Deer Lake Rd City: Wimberley State: TX Zip: 78676  
Phone: [REDACTED] Email: \_\_\_\_\_

Subject Property Address: 411 F.M. 2325 Wimberley, TX 78676

Purpose/Use of Structure: Mobil Food Unit

Requested Installation Date: 4/10/2020 Requested Removal Date: 6/30/2020

Will the temporary structure be served by electricity? YES  NO

Will the temporary structure be served by water service? YES  NO

If "YES" to either then an inspection is required for water and/or electrical service.

If service is provided through another meter attach a letter of permission.

Provide a site plan indicating location of temporary structure in relation to other structures, parking lots, property lines etc.

Permission from property owner is attached. YES  NO  N/A

Has a Mobile Food Establishment application been submitted? YES  NO  N/A

Temporary Structure Permit..... \$25.00 each structure  
Inspections.....\$65.00 each

I certify that the information contained in this application is true and correct and that if any of the information provided is incomplete or incorrect the permit may not be issued or may be revoked by the City of Wimberley. I understand that all temporary structures or accessory uses shall be removed from the property at the expiration of the time period as defined in the permit unless another Temporary Structure Permit is obtained prior to expiration. I understand that a Certificate of Occupancy may be required and contractor information will be provided if applicable. Adequate parking, restroom, setback and additional requirements per City Ordinance No. 2012-007 & Ordinance No. 2016-007 will be verified by City staff.

Applicant: Barton Kibbey Date: 4-8-2020

City Official: \_\_\_\_\_ Date: \_\_\_\_\_  Approved  Denied



<b>AGENDA ITEM:</b>	<b>World Migratory Bird Day Resolution</b>
<b>SUBMITTED BY:</b>	Nathan Glaiser, Parks Maintenance Manager
<b>DATE SUBMITTED:</b>	4/9/2020
<b>MEETING DATE:</b>	4/16/2020

## AGENDA FORM

### ITEM DESCRIPTION/SUMMARY

World Migratory Bird Day is an annual global celebration and awareness-raising campaign held the second Saturday in May highlighting the need for the conservation of migratory birds and their habitats. It is also a requirement for Wimberley’s acceptance into the Bird City Texas certification program offered through Texas Audubon and Texas Parks and Wildlife Department.

### 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

Park staff recommends that council approve this resolution declare May 9<sup>th</sup> 2020, as World Migratory Bird Day to aid our pursuit of the Texas Bird City certification.

### ATTACHMENT/S

Resolution No. 02-2020

**RESOLUTION NO. 02-2020**

**A RESOLUTION OF THE CITY OF WIMBERLEY, TEXAS, TO OBSERVE MAY 9TH, 2020 AS WORLD MIGRATORY BIRD DAY (WMBD) AT THE PATSY GLENN REFUGE, AND, IN THE FUTURE, TO BE OBSERVED THERE AND AT OTHER WIMBERLEY CITY PARKS AND WILDLIFE SANCTUARIES ON DESIGNATED DATES FOR WORLD MIGRATORY BIRD DAY.**

**WHEREAS**, the City of Wimberley is a destination for visitors interested in enjoying the natural environment of the Texas hill country and observing the birds and other wildlife which live here seasonally or year-round, thus making a significant contribution to the local economy. And,

**WHEREAS**, International Migratory Bird Day is observed at over 600 sites throughout the Americas each year on the second Saturday of May. And,

**WHEREAS**, by participating in observance of International Migratory Bird Day, Wimberley is satisfying one of Texas Parks and Wildlife Department's requirements for consideration as a "Bird City Texas" community. And,

**WHEREAS**, over one-hundred and ten species of birds, including migratory visitors, have been observed in Wimberley parks including the Patsy Glenn Refuge. And,

**WHEREAS**, the arrival of migrant bird species in the spring signals the beginning of nesting season for many species. And,

**WHEREAS**, birds not only provide their songs and colorful plumage for the enjoyment of birding enthusiasts but play an important role in controlling insect pests. And,

**WHEREAS**, bird populations surveys show that their numbers have declined by a third due to loss of habitat, food sources and other factors. And,

**WHEREAS**, it is important that the public be made aware of the need to protect natural resources vital to the survival of birds throughout their migratory range, from Canada to South America and points in between. And,

**WHEREAS**, The Patsy Glenn refuge was created by the Wimberley Birding Society so that the public would be able to observe and learn about birds and their role in the environment. And,

**WHEREAS**, the Wimberley Birding Society is celebrating the twentieth anniversary of the Patsy Glenn Refuge on May 9th, 2020.

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

That it declares May 9th, 2020 as World Migratory Bird Day and recognizes the Patsy Glenn Refuge as the primary site of the City’s observance of World Migratory Bird Day (WMBD) for 2020, and to be joined, in future years, by other City parks and preserves for participation on designated WMBD dates.

**THE CITY OF WIMBERLEY, TEXAS**

By: \_\_\_\_\_  
Susan Jagers, Mayor

ATTEST:

\_\_\_\_\_  
Laura J. Calcote, City Secretary





<b>AGENDA ITEM:</b>	<b>Sod for Blue Hole Swim Area</b>
<b>SUBMITTED BY:</b>	Nathan Glaiser, Parks Maintenance Manager
<b>DATE SUBMITTED:</b>	4/9/2020
<b>MEETING DATE:</b>	4/16/2020

## AGENDA FORM

### ITEM DESCRIPTION/SUMMARY

The swim lawn at the Blue Hole Regional Park requires yearly re-sodding to patch bare areas caused by high traffic in the summer. Palisades Zoysia was chosen as it is the most wear tolerant and shade tolerant variety that is available in the area. The Grass Outlet has supplied sod for the Blue Hole for the last two years and was chosen because they offered the lowest quote and can deliver. The amount for six pallets of Palisades Zoysia is \$1,353.

### REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

### FINANCIAL

- Budgeted Item  Original Estimate/Budget: \$
- Non-budgeted Item  Current Estimate: \$ 1,353
- Not Applicable  Amount Under/Over Budget: \$

### STAFF RECOMMENDATION

This purchase was originally budgeted for the “Materials” line item 200-52-6613. However, staff recommends this expense be paid for out of the Blue Hole Development Fund 600.

### ATTACHMENT/S

- The Grass Outlet, LLC estimate
- Sod Purchase Order

**The Grass Outlet, LLC**  
 PO Box 170579  
 Austin, TX 78717  
 Info@thegrassoutlet.com



Austin Dallas San Antonio Houston  
 512-996-8100 214-796-4045 210-331-6560 281-750-5499  
[www.thegrassoutlet.com](http://www.thegrassoutlet.com)

## Estimate

**ADDRESS**

Nathan Glaiser  
 City of Wimberley  
 PO Box 2027  
 Wimberley, TX 78676

**SHIP TO**

Nathan Glaiser  
 City of Wimberley  
 100 Blue Hole Lane  
 Wimberley, TX 78676

**ESTIMATE #** 2906

**DATE** 03/12/2020

**EXPIRATION DATE** 04/12/2020

ACTIVITY	QTY	RATE	AMOUNT
<b>Contractor-ZOY-PALISADES</b> 450 sqft Pallet(s) of Palisades Zoysia	6	195.00	1,170.00
<b>Grass Delivery</b> Grass Delivery	1	183.00	183.00

Thank you for considering The Grass Outlet! If you have additional questions, please contact the appropriate regional office or click the following link; <http://www.thegrassoutlet.com/contact> .

**TOTAL**

**\$1,353.00**

If you are ready to proceed, please contact our office so that scheduling can be arranged, along with confirmation of the method of payment you wish to put into place. Upon confirmation, any additional materials or labor requested by customer will be invoiced accordingly.

Accepted By

Accepted Date

# PURCHASE ORDER

City of Wimberley

221 Stillwater

Wimberley, Texas 78676

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

Tax ID #74-2971396

Date: 3/13/2020

Dept: Parks

Account Code #: 200-52-6613

**ALL QUOTES AND SUPPORTING DOCUMENTATION SHALL BE ATTACHED TO THIS REQUEST.**

Quotes may be received by mail, email, or fax.

Description and Reason for Purchase (Include Quantity/Unit Price/Extended Price)
The swim lawn at the Blue Hole Regional Park requires yearly re-sodding to patch bare areas caused by high traffic in the summer. Palisades Zoysia was chosen as it is the most wear tolerant and shade tolerant variety that is available in the area. The Grass Outlet has supplied sod for the Blue Hole for the last two years and was chosen because they offered the lowest quote and can deliver. The amount for six pallets of Palisades Zoysia is \$1,343. \$195 per pallet with \$183 for delivery.

Vendor Info:	Total Quote Amount \$ \$1,343		
The Grass Outlet, LLC PO Box 170579	HUB (check one)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Austin, TX 78717	Payment Terms:	Net - 30	
Phone: 512-996-8100	Fax:	Sales Tax:	Tax Exempt
Contact:	Approved by:	Nathan Glaiser	
E-mail: Info@thegrassoutlet.com	E-mail:	nglaiser@cityofwimberley.com	

Quotes	Quote Amount	Vendor	Contact Name	Contact #	Quote Attached?	HUB Y/N
#1	\$1,343	The Grass Outlet		512-996-8100	Yes	N
#2	\$1,500	The Grass Patch		512-259-5188	No(Phone)	N
#3	\$1275(no delivery)	King Ranch Turf		512-892-3636	Yes	N
#4						
#5						

**FOR DEPARMENTAL USE ONLY:**

Department Head Signature for Approval: \_\_\_\_\_ Date: \_\_\_\_\_

City Administrator Signature for Approval: \_\_\_\_\_ Date: \_\_\_\_\_



<b>AGENDA ITEM:</b>	<b>Oak Wilt Policy</b>
<b>SUBMITTED BY:</b>	Gary Barchfeld
<b>DATE SUBMITTED:</b>	4-14-2020
<b>MEETING DATE:</b>	4-16-2020

## AGENDA FORM

### ITEM DESCRIPTION/SUMMARY

Discuss and Consider the City of Wimberley adopting an Oak Wilt Policy, like surrounding cities, that suggests no cutting of Oak Trees from February 1<sup>st</sup> through June 15<sup>th</sup>. Additionally, it is recommended to direct staff to establish a City Oak Wilt Policy, in conjunction with advice from State, County, University and other City’s representatives, and to publish this Policy and Recommendations on the City’s Website and Facebook Page.

### REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

### FINANCIAL

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

### STAFF RECOMMENDATION

### ATTACHMENT/S



<b>AGENDA ITEM:</b>	<b>Central Wimberley Wastewater Project Update</b>
<b>SUBMITTED BY:</b>	Shawn Cox, City Administrator
<b>DATE SUBMITTED:</b>	April 13, 2020
<b>MEETING DATE:</b>	April 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: \$

### STAFF RECOMMENDATION

### ATTACHMENT/S

AGREEMENT FOR WHOLESALE WASTEWATER SERVICE BETWEEN  
CITY OF WIMBERLEY, TEXAS, AND AQUA TEXAS

This Agreement (this “Agreement”) is made and entered into as of \_\_\_\_\_, 2020, by and between the CITY OF WIMBERLEY, TEXAS, a Texas Type A General Law Municipality (“City”), and AQUA UTILITIES, INC. D/B/A AQUA TEXAS and AQUA TEXAS, INC. D/B/A AQUA TEXAS, each a Texas corporation<sup>1</sup> (“Aqua”), hereinafter collectively referred to as the “Parties.”

WHEREAS, Aqua has provided at its own expense, and now owns, operates and maintains a Domestic Wastewater collection, treatment, and disposal system that serves Aqua’s retail sewer utility customers in and in close proximity to the City; and

WHEREAS, the City desires to maintain all rights and service abilities under the City’s Certificate of Convenience and Necessity No. 20936 (“CCN”) allowed under Chapter 13 of the Texas Water Code and does not want to transfer such CCN to Aqua; and

WHEREAS, the City is constructing and will own, operate, and maintain at the City’s expense a wastewater collection system and use that system to furnish wastewater service to the City’s customers within its City Service Area; and

WHEREAS, it is deemed to be in the immediate best interest of both Aqua and the City that the Parties enter into a mutually satisfactory agreement by means of which the City may obtain from Aqua wastewater treatment services at a mutually agreed upon wholesale rate; and

WHEREAS, neither Aqua nor the City wants to execute an agreement that includes surrender of any of their respective rights to the ownership and operation of their present or future wastewater collection and treatment systems, which includes the City’s and Aqua’s respective CCNs and Aqua’s ownership of the capacity in its collection and treatment facilities;

NOW, THEREFORE, KNOW ALL BY THESE PRESENT that for and in consideration of the mutual covenants, promises and agreements contained herein, Aqua and the City hereby covenant and agree as follows:

<sup>1</sup> The Public Utility Commission (“PUC”) of Texas has issued an order that in pertinent part approves the transfer of the Aqua System, as defined in this Agreement, from Aqua Utilities, Inc. to Aqua Texas, Inc. and Aqua has closed on the transfer of assets as approved, but the PUC has not yet finally approved the transfer application. *Application of Aqua Utilities, Inc., Aqua Development, Inc., and Aqua Texas, Inc. for Sale, Transfer, or Merger of Facilities and Certificate Rights in Bandera, Bastrop, Bexar, Blanco, Burnet, Comal, Gillespie, Hays, Kendall, Kerr, Kimble, Live Oak, Llano, Medina, Nueces, Travis, Williamson, and Wilson Counties*, Docket No. 48769, Order No. 12 Approving Sale/Transfer to Proceed (Aug. 22, 2019) (“STM Application Order”).

## ARTICLE 1. Definitions

Capitalized terms used in this Agreement shall have the meanings provided for them below, unless otherwise defined or the context clearly requires otherwise.

Aqua System. The Aqua wastewater treatment and collection system that will be used to provide wholesale wastewater services to the City System through the Point of Connection as provided herein.

Availability. The available capacity in the Aqua System while this Agreement is effective *and* the Parties' mutual election to continue this Agreement pursuant to its terms. Notice by Aqua pursuant to Section 2.4 or by either party pursuant to Article 8 shall be determinative that there is no longer a mutual election to continue this Agreement.

Calendar Day. The period from midnight of one day to 11:59 PM of the next day.

City Service Area. The areas inside the City's Certificate of Convenience and Necessity No. 20936 boundaries shown on **Exhibit A**, and such other areas as may be identified therein or added pursuant to Section 2.2.

City System. All City sewer mains, transmission lines and collection facilities on the City's side of the Point of Connection.

Domestic Wastewater. Wastewater which originates primarily from kitchen, bathroom, and laundry sources, including waste from food preparation, dishwashing, garbage grinding, toilets, baths, showers, and sinks of a residential dwelling. Domestic Wastewater may contain commercial or industrial contributions. Bulk quantities of food or food scraps not previously processed by a grinder or similar garbage disposal unit and grease and oils, except as incidental waste in process or wash water, used in or resulting from food preparation by customers engaged in the preparation and/or processing of food for other than domestic consumption for sale to the public is not Domestic Wastewater. Neither storm waters or run off waters are Domestic Wastewater. Further, for purposes of this Agreement, wastewater that exceeds the limits specified in **Exhibit B** (Allowable Influent Limits) is not Domestic Wastewater.

Emergency. A situation, event or condition created by unforeseeable mechanical failure, unprecedented high rate of treated wastewater usage, or circumstances beyond the Parties' reasonable control.

Permit. The TCEQ-issued Domestic Wastewater water quality permit under which the Aqua System wastewater treatment plant operates.

Point of Connection. The point through which Domestic Wastewater is delivered by the City System to the Aqua System for collection and treatment. The approximate location of this point is shown on **Exhibit C**.

PUC. The Public Utility Commission of Texas or its successor agency.

TCEQ. The Texas Commission on Environmental Quality or its successor agency.

Term. The period specified in Article 5.

TWDB. The Texas Water Development Board or its successor agency.

TWDB Exchange Refunding Bonds. Exchange refund bonds issued in accordance with Chapter 1207 of the Texas Government Code to refund and exchange \$5,255,000.00 Sewer System Revenue Bonds, Series 2017, that were purchased by the TWDB and issued by the City.

## ARTICLE 2. Delivery/Collection of Wastewater

2.1 Delivery; collection line. During the Term of this Agreement, Aqua agrees to furnish and sell to the City, to accommodate the City's customers, wholesale Domestic Wastewater treatment services meeting all applicable governmental standards, for Domestic Wastewater delivered at the Point of Connection. The Domestic Wastewater shall be delivered through the Point of Connection as provided herein, it being understood that the City will collect the Domestic Wastewater from its customers, who shall be retail customers of the City within the City Service Area. The City will notify Aqua at least semi-annually of its anticipated current and future Domestic Wastewater treatment requirements. The City System delivery facilities that connect to the Aqua system shall be designed, installed, operated, repaired, and maintained in accordance with specifications acceptable to Aqua at the City's sole expense.

2.2 Acceptance and Payment. During the Term, the City agrees to deliver, and Aqua agrees to accept, subject to Availability of the Aqua System, Domestic Wastewater at the Point of Connection up to an average of 75,000 gallons per day measured on a calendar month basis. The City agrees to pay for the treatment of such Domestic Wastewater delivered in accordance with the terms and conditions of this Agreement. Domestic Wastewater delivered by the City shall become the property of Aqua at the Point of Connection, but title to and responsibility for any substance delivered by the City at the Point of Connection that is not Domestic Wastewater shall remain with the City. Aqua reserves the right, within its sole discretion, to regulate the flow rate of effluent at the Aqua System wastewater treatment plant, the time of day the flow of Domestic Wastewater is taken or shut off at the Point of Connection, and receipt of Domestic Wastewater from the City System as needed to maintain Permit compliance so long as such flow regulation does persist for more than twelve (12) consecutive hours, does not occur more than once per month or more than six (6) times per calendar year, and does not render the City System out of compliance with applicable regulatory requirements. Aqua will coordinate such events with the City to cause minimal disruption to the City System. The Parties will coordinate the construction and operation of their respective

facilities to address flow rate regulation needs prior to the Aqua System accepting Domestic Wastewater from the City System.

2.3 Operations. Aqua is entitled at all times to install, repair, maintain, and replace any equipment or devices in the Aqua System. In the event of service interruptions, Aqua shall make every reasonable effort to expedite the restoration of service in a timely manner, and shall not unreasonably interrupt, withhold or delay service to the City or favor other Aqua customers, retail or wholesale, nor shall Aqua be required to favor the City over other Aqua customers, retail or wholesale. The City agrees to operate and maintain its wastewater system in good condition, to promptly repair any leaks or breaks therein, and to undertake such actions as may be required to control unreasonable infiltration water or inflow water into the City System.

2.4 Quality of Delivered Domestic Wastewater. The quality of the Domestic Wastewater delivered by the City at the Point of Connection for treatment by Aqua shall be Domestic Wastewater as defined herein. Aqua shall monitor the quality of the Domestic Wastewater received from the City System at the Point of Connection and the quality of Domestic Wastewater received from Aqua's retail sewer utility connections within the Aqua System. If there is sufficient evidence from sampling within the City System showing that Domestic Wastewater from the City System at the Point of Connection is not Domestic Wastewater or does not meet the water quality criteria authorized for treatment under the Permit and receipt of such Domestic Wastewater by Aqua has caused the Aqua System wastewater treatment plant to become non-compliant with the Permit, the City shall take immediate corrective action to either identify and correct the source of the issue(s) within the City's collection system causing the non-compliant wastewater flows or add pretreatment facilities to ensure delivery of compliant wastewater to the Aqua System. Further, the Parties shall calculate a reasonable sum to reimburse Aqua for fines resulting from the non-compliance, if any, and costs to bring the Aqua System wastewater treatment plant back into compliance and repair or replace any Aqua System components damaged by the non-compliance, if any; however, the City shall bear all costs associated with correcting the quality of its delivered Domestic Wastewater so that it conforms to the definition of Domestic Wastewater in this Agreement, except that Aqua shall bear such costs if Domestic Wastewater sampling from the Point of Connection does not confirm that Domestic Wastewater from the City System violated the water quality standards for Domestic Wastewater. Proceeds of the TWDB Exchange Refunding Bonds shall not be used to reimburse Aqua to become compliant with its Permit in the event of the aforesaid occurrence. Aqua shall at all times bear responsibility for Permit compliance and will immediately inform the City of any concerns Aqua may have about wastewater received from the City System at the Point of Connection so that corrective measures may be implemented by the City, if necessary. Aqua shall provide the City with reasonable notice prior to Aqua conducting any sampling in response to such concerns in order to provide the City with the opportunity to conduct split sampling with Aqua. The results of such sampling shall be determinative of whether Domestic Wastewater from the City System does or does not meet the water

quality standards for Domestic Wastewater. The parties recognize that the City has adopted ordinances related to the quality of Domestic Wastewater the City will accept from its commercial or residential retail customers. The Parties agree that the City's ordinances enable the City to investigate and take enforcement action against discharges into the City System that enter into the Aqua System when such discharges are not consistent with both the definition of Domestic Wastewater herein and the Permit conditions regarding the quality of wastewater that can be accepted for treatment. Upon request by the City, Aqua agrees to assist the City with any such investigation. By executing this Agreement, the City confirms that its interpretation of its ordinances is consistent with the requirements of this paragraph and agrees to share the results of any investigation pursuant to same, including the source of any identified discharges that are not consistent with the definition of Domestic Wastewater herein or the Permit conditions. Further, in the event a court of competent jurisdiction determines a contrary interpretation of the existing City ordinances, City shall, after consultation with Aqua, amend or enact an ordinance consistent with requiring enforcement action against any discharges into either of the Systems that does not comply with either the definition of Domestic Wastewater herein or the Permit conditions.

2.5 City Domestic Wastewater to be Measured. The volume of Domestic Wastewater received by Aqua at the Point of Connection shall be measured by a meter with specifications acceptable to Aqua installed, operated, repaired, and maintained at the sole cost of the City at or near the Point of Connection. Before Domestic Wastewater is received from the City System at the Point of Connection, Aqua and the City shall agree on the type of meter to be used for measurement. The meter shall be calibrated by, and at the expense of, City at any time the meter is found not operating at five percent (5%) above or below AWWA standards for the type and size of meter being utilized. In addition, the meter may be tested and calibrated at any other reasonable time by either Party to this Agreement, provided that the Party making the test or calibration shall notify the other Party in writing at least two (2) weeks in advance and shall allow the other Party to witness the calibration.

### ARTICLE 3. Billing

3.1 Billing. Aqua shall send the City an invoice each month for Aqua's wholesale Domestic Wastewater services provided to the City during the prior month for each month this Agreement is in effect.

3.2 Rates. Domestic Wastewater treatment supplied hereunder shall be billed to the City at the same flat monthly wholesale rate for the first five-year period beginning January 1, 2020 while this Agreement is in effect. Initially, that flat monthly wholesale rate shall be \$4,398.43 per month for 50,000 gallons per day (measured based on the

average daily volume during a calendar month). This rate is based on the currently existing environs Aqua Southwest Region Sewer Utility Tariff Rates for a six-inch meter size. If the City exceeds 50,000 gallons per day (as measured based on the average daily volume during a calendar month), the flat monthly wholesale rate shall be adjusted for such month to the rate of \$7,037.49 per month. This rate is based on the currently existing environs Aqua Southwest Region Sewer Utility Tariff Rates for an eight-inch meter size. After the first five-year period beginning January 1, 2020, if this Agreement remains in effect, the Parties agree to review Aqua's existing environs Aqua Southwest Region Sewer Utility Tariff retail sewer rates and Aqua shall determine if a wholesale rate change is necessary based upon those rates. Any new wholesale rate charged to the City per this Agreement shall not exceed Aqua's six-inch or eight-inch meter size retail sewer rate, whichever is applicable based on volume per this Paragraph, then existing and set by the PUC or applicable regulatory authority for Aqua's Southwest Region environs service area adjacent to the City. If Aqua's retail sewer six-inch or eight-inch meter size rates are lowered from \$4,398.43 (current six-inch rate) or \$7,037.49 (current eight-inch rate), Aqua shall not be required to lower its wholesale rates charged to the City as applicable based on volume per this Paragraph. Further, for purposes of each rate comparison described in this Paragraph, the commercial/non-residential rate class shall be used if such rate class is established in Aqua's Southwest Region Sewer Utility Tariff for Aqua's environs service area adjacent to the City. Additionally, if the City increases the franchise fee charged to Aqua in connection with its operation of the portion of the Aqua System located within the City's corporate limits at any time during the term of this Agreement, the cost of wholesale sewer service charged by Aqua to the City shall increase by a corresponding percentage.

3.3 Wholesale Service Connection Fee; Other Connection Costs. The City shall pay Aqua a one-time wholesale service fee of \$300,000.00 in installments as provided for herein. Within 15 days of the Effective Date, the City shall pay Aqua \$150,000.00. Within 365 days of the Effective Date, the City shall pay Aqua the remaining \$150,000.00 balance of the wholesale service fee. These funds shall not be sourced from the TWDB. The Aqua System shall be connected with the City System at the Point of Connection. The City shall bear all costs of extending the City System to the Point of Connection and interconnecting it with the Aqua System. In addition to other facilities that may be necessary for the interconnect within the City System, the City shall design, construct, and install at its sole expense an interconnecting force main from the City System to the Point of Connection with the Aqua System on the Aqua side of Cypress Creek. The City shall also bear all costs of facilities needed to accept, transport, store, and otherwise use treated effluent received from the Aqua System as reclaimed water in accordance with TCEQ rules. The City and Aqua shall work cooperatively to obtain TCEQ approvals as appropriate that may be necessary for the City to use treated effluent from the Aqua System as reclaimed water in accordance with TCEQ rules.

3.4 Aqua's Reclaimed Water Services. The Parties agree that the \$300,000.00 wholesale service fee set forth in Section 3.3 is consideration for Aqua's service of

receiving Domestic Wastewater from the City, treating it, and making it available to the City as treated effluent that may be used “as is” as Type 2 reclaimed water or treated to a higher standard for City use in accordance with TCEQ rules. However, the City shall bear all costs of receiving, transporting, treating to a higher quality (if desired), and, if necessary, storing reclaimed water received from the Aqua System wastewater treatment plant prior to its use. The Parties recognize that the City’s use of reclaimed water from the Aqua System wastewater treatment plant will require review and approval by TCEQ. The Parties agree that the City must provide Aqua with its final engineering plans for the City’s reclaimed water facilities, including but not limited to a description of where those facilities will be located and how the reclaimed water will ultimately be utilized by the City, prior to Aqua seeking review and approval from TCEQ to provide reclaimed water to the City pursuant to Section 12.2. Upon Aqua receiving TCEQ approval pursuant to Section 12.2 and the \$300,000.00 wholesale service fee as prescribed by Section 3.3, the City will have the entirety of the Term to complete its reclaimed water facilities necessary to receive, transport, treat to a higher quality (if desired), and, if necessary, store treated effluent prior to its use by the City. The City will have sole discretion over whether the City elects to use the reclaimed water received from the Aqua System wastewater treatment plant “as is” as Type 2 reclaimed water or the City intends to apply further treatment so that the treated effluent received may qualify as Type 1 reclaimed water, but shall inform Aqua of such election prior to Aqua seeking review and approval from TCEQ pursuant to Section 12.2 for reclaimed water use by the City. The Parties shall work together to coordinate TCEQ review of requests to approve the City’s planned reclaimed water use and facilities, as well as the City’s construction timing for those facilities. Aqua shall not be required to undertake new construction to facilitate the City’s reclaimed water use plans. The City shall notify Aqua in writing as soon as practicable after deciding the City will not be accepting reclaimed water from Aqua during the Term, but the City shall continue accepting reclaimed water from Aqua for at least 60 days after providing such notification to Aqua if the City has commenced accepting reclaimed water from Aqua. In the event the City notifies Aqua that the City no longer intends to accept reclaimed water from Aqua during the Term, Aqua may dedicate its reclaimed water to other beneficial uses.

3.5 Easements for Access. The City shall grant Aqua an easement upon the City’s property or provide any other easement that may be necessary for Aqua to access any equipment the Parties use to measure the volume of Domestic Wastewater received from the City System under Section 2.5. Additionally, the City shall obtain all necessary easements to construct the City System to connect to Aqua’s System at the Point of Connection.

3.6 Payment. Payment for wholesale Domestic Wastewater service shall be due and payable monthly by the City to Aqua and said payments shall be subject to the Texas Prompt Payment Act (currently codified at Texas Government Code, §§ 2251.001 – 2251.055).

#### ARTICLE 4. Effective Date

4.1 The Effective Date of this Agreement will be the date executed by the Parties.

#### ARTICLE 5. Term

5.1 This Agreement expires on \_\_\_\_\_, 2030, ten years from the Effective Date, unless terminated earlier in accordance with this Agreement. This Agreement may also be renewed on terms mutually agreeable to the Parties, and shall be automatically renewed for additional three-year terms unless one Party notifies the other in writing of its intent not to renew at least two years prior to expiration of the current or renewal term.

#### ARTICLE 6. TCEQ Wastewater Facilities Approval

6.1 The facilities used by both Parties to comply with the terms of this Agreement shall be approved by the TCEQ during the life of this Agreement. If, at any time, the City System is not approved by the TCEQ, there shall not be any direct physical connection between the Aqua System and the City System.

#### ARTICLE 7. No Other Domestic Wastewater Customers

7.1 The City agrees that it will not provide Domestic Wastewater to Aqua for treatment hereunder from any other person or entity outside of the City Service Area without the express written consent of Aqua, which consent shall not be unreasonably withheld. Aqua neither recognizes nor approves any such existing agreements entered into by the City with other governmental or corporate entities or persons outside of the City Service Area, unless expressly approved in writing.

#### ARTICLE 8. Breach, Termination and Other Remedies

8.1 Termination by Mutual Consent. This Agreement may be terminated in whole or in part by the mutual consent of the City and Aqua.

8.2 Termination for Material Breach. Notwithstanding anything in this Agreement to the contrary, any material breach by either Party to perform any of its duties or obligations under this Agreement, or to faithfully keep and perform any of the terms, conditions and provisions of this Agreement, shall be cause for termination of this Agreement by the non-breaching Party in the manner set forth in this Section. Upon such breach, the non-breaching Party shall notify the breaching Party of the non-breaching Party's intention to terminate this Agreement if the breaching Party fails to cure such breach within 60 days from the date of the notice. The notice must include a reasonable description of the breach. The non-breaching Party shall notify the breaching Party in writing upon acceptance of the cure of any breach. If by the 60<sup>th</sup> day the breaching Party fails or refuses to cure such breach pursuant to the terms and conditions of this Agreement, then the non-breaching Party shall have the right to terminate this Agreement with 30 days additional notice to the breaching Party, regardless of whether curative measures are taken by the breaching party following the expiration of the 60 day cure period and subsequent Notice of Termination.

8.3 Termination for Repeated Material Breach. Upon a second material breach within a rolling twelve- month time period of a similar nature by a Party and irrespective of any cure of such material breach, the non-breaching Party may terminate this agreement by providing 30 days notice. Upon such termination, the nonbreaching Party may elect to extend the actual date of service termination for up to two years such that the City may arrange for uninterrupted service.

8.4 Material Breach. The following breach, default or failure to perform a duty or obligation under this Agreement is a material breach:

- (a) Failure to pay any bill, charge, or fee as required by this Agreement;
- (b) Making any connection to the Aqua System at any point except the Point of Connection without expressed permission from Aqua;
- (c) Failure to correct any potentially hazardous connection after notice delivered by certified mail; or
- (d) Failure by Aqua to provide adequate Domestic Wastewater treatment by not meeting the City's needs herein unless the failure is caused by the City.
- (e) Failure of Domestic Wastewater delivered by the City to meet the Quality standards specified in Section 2.4 of this Agreement.

All other breaches are deemed to be non-material.

8.5 Effect of Termination. Upon termination of this Agreement as determined by an applicable notice provided in accordance with the terms of this Article 8, all rights, powers, and privileges of the City and Aqua under this Agreement shall cease and terminate, and neither Party shall make any claim of any kind whatsoever against the other Party, its agents or representatives, by reason of termination or any act incident to termination. If this Agreement is not renewed before it expires, and the Parties are negotiating in good faith regarding the provisions of a new agreement, then the Parties may extend the date for termination, in writing signed by both Parties. No continuation of the service obligation exists or will be implied after expiration or termination.

8.6 No Waiver. Any failure by either Party to terminate this Agreement, or the acceptance by either Party of any benefits under this Agreement, for any period of time after a material breach, default or failure by the City or by Aqua shall not be determined to be a waiver by Aqua or the City of any rights to terminate this Agreement for any subsequent material breach, default or failure.

8.7 Goods and Services. The City and Aqua agree that this Agreement constitutes an agreement for providing goods and services by Aqua to the City and is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as amended, and any successor statute(s). In accordance with Sections 271.152 and 271.153 thereof, the

City hereby waives any constitutional, statutory or common law right to sovereign or governmental immunity from liability or suit and expressly consents to be sued and liable as described in said statutes, but only as to Aqua and this Agreement. City does not waive any additional rights under Texas Local Government Code Sections 271.155-157.

#### ARTICLE 9. Ownership and Liability

9.1 No Joint Venture. No provision of this Agreement shall be construed to create any type of joint or equity ownership of any property, any partnership or joint venture, nor shall same create any other rights or liabilities and City payments (whether past, present, or future) shall not be construed as granting the City partial ownership of, pre-paid capacity in, or equity in the Aqua System.

9.2 Liabilities and Risk of Loss. Liabilities for damages and risk of loss arising from the proper treatment, transportation and delivery for all Domestic Wastewater hereunder shall remain with the City to the Point of Connection and, upon passing through the valve at the Point of Connection, liability for such damages as well as risk of loss shall pass to Aqua. Liabilities for any substance delivered by the City at the Point of Connection which is not Domestic Wastewater as defined in this Agreement shall at all times remain with the City and shall not pass to Aqua. Each Party agrees to save, release and hold harmless the other Party from all claims, demands, and causes of action which may be asserted by anyone on account of the quality, collection, transportation and delivery while Domestic Wastewater is in the control of such Party. This covenant is not made for the benefit of any third party. Aqua takes the responsibility as between the Parties for the proper treatment, quality, collection, transportation, and delivery of all such Domestic Wastewater provided by City to the Point of Connection, but does not take responsibility as between the Parties for any other substance delivered at the Point of Connection by the City.

#### ARTICLE 10. Force Majeure

10.1 Notice and Suspension. If by any reason of force majeure either Party shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, other than the obligation of the City to make payments required under the terms hereof, then if such Parties shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

10.2 Definition. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires,

hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply or the City or Aqua Systems, and inability on the part of City to deliver Domestic Wastewater to the Aqua System hereunder or Aqua to receive and treat Domestic Wastewater from the City hereunder on account of any other cause not reasonably in the control of the Party claiming such inability.

#### ARTICLE 11. Notices

11.1 Required Notice. Any notice or other communication that is required, given or provided for under this Agreement shall be in writing, and addressed as follows:

To Aqua: Aqua Utilities, Inc. d/b/a Aqua Texas, or, if applicable,  
Aqua Texas, Inc. d/b/a Aqua Texas<sup>2</sup>  
Attn: President  
1106 Clayton Lane, Suite 400W  
Austin, Texas 78723  
E-mail: RLLaughman@aquaaamerica.com

To City: City of Wimberley, Texas  
Attn: City Administrator  
  
221 Stillwater (Physical Location)  
Wimberley, TX 78676  
E-mail: scox@cityofwimberley.com

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

11.2 Delivery and Receipt. Notice shall be either (a) delivered personally, (b) sent by United States certified mail, postage prepaid, return receipt requested, (c) placed in the custody of a nationally recognized overnight carrier for next day delivery, or (d) sent via e-mail. Notice shall be deemed given when received if delivered personally or sent via e-mail with written confirmation of receipt; or, within two days after mail or deposit. Each Party shall provide notice in writing of any change in its address.

<sup>2</sup> See STM Application Order, *supra* note 1.

## ARTICLE 12. Reclaimed Water

12.1 Reclaimed Water Rights. Subject to the terms and conditions set forth in Sections 3.3 and 3.4 of this Agreement, for as long as this Agreement is in effect, Aqua agrees to make the treated effluent from the Aqua System wastewater treatment plant available “as is, where is” to the City for receipt and use by the City at the City’s sole expense and without additional payment to Aqua as reclaimed water in accordance with TCEQ rules based on the gallons of Domestic Wastewater treated by Aqua for the City System up to 75,000 gallons per day unless there is mutual agreement to provide more; but Aqua may be relieved of this obligation as specified in Section 3.4 if applicable.

12.2 Reclaimed Water Use Permit. The Parties acknowledge that a TCEQ permit under 30 Tex. Admin. Code (“TAC”), Chapter 210 will be required for Aqua to make treated effluent from the Aqua System wastewater treatment plant available to the City for beneficial reuse as reclaimed water.

## ARTICLE 13. Miscellaneous

13.1 Subject to Laws and Permits. This Agreement is subject to all applicable Federal and State laws and any applicable permits, amendments, orders, or regulations of any State or Federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, order, rule or regulation in any forum having jurisdiction except as described herein with respect to Subchapter I of Chapter 271, Texas Local Government Code, as amended, and any successor statute(s). The City agrees to abide by any changes in this Agreement made necessary by any new, amended, or revised state or federal regulation; however, the Parties may not enact rules or laws that conflict with this Agreement.

13.2 Entry on the City’s Premises. The City shall allow any duly authorized employee of Aqua who presents Aqua employee identification to access any premises located within the City Service Area or served by the City, and which the City has right of entry, as may be necessary for the purpose of inspections and observation, measurements, sampling and testing and/or auditing, in accordance with the provisions of this Agreement. The City may elect to accompany the Aqua representative. To the extent permitted by law, Aqua agrees to be responsible to the City for any damage or injury to person or property caused by the negligence of such duly authorized employee while such employee is in the course and scope of their employment.

13.3 Assignment. Neither Party may assign this Agreement without the prior written consent of the other. However, notwithstanding the foregoing, Aqua shall be entitled to assign its interest in this Agreement without need for prior consent if such assignment is performed to consolidate ownership of Aqua’s wastewater facility assets with those of an affiliated entity with commonality of ownership (e.g., Aqua Texas, Inc. d/b/a Aqua Texas).

13.4 No Waiver. No waiver by either Party of any term or condition of this Agreement, or failure to give notice of any breach, shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

13.5 VENUE. THE PARTIES AGREE THAT THIS AGREEMENT IS PERFORMABLE IN HAYS COUNTY, TEXAS, AND THAT THE COURTS OF HAYS COUNTY ARE A PROPER FORUM FOR THE DETERMINATION OF ANY DISPUTE ARISING UNDER THIS AGREEMENT.

13.6 Construction. As used in this Agreement, the term “including” means “including without limitation,” the words “shall” and “will” are mandatory and the word “may” is permissive, and the term “days” means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular.

13.7 Severability. If any term or provision in this Agreement is held to be invalid or unenforceable by any legislative act or court of competent jurisdiction, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the parties as expressed in this Agreement, then such invalid or unenforceable provision shall be deemed severed from this Agreement without invalidating the remainder of this Agreement, and a new provision shall be deemed substituted in lieu of the provision severed, which new provision shall, to the extent possible, accomplish the intent of the parties as evidenced by the provision severed, and without affecting any other term or provision in this Agreement.

13.8 Counterparts. This Agreement may be executed in any number of counterparts and any signatory hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by all signatories. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

13.9 Exhibits. All exhibits attached to this Agreement are incorporated into this Agreement by reference, for all intents and purposes of this Agreement, as follows:

Exhibit A City CCN and City Service Area

Exhibit B Allowable Influent Limits

Exhibit C Proposed Point of Connection

13.10 Tax Ownership. Aqua agrees to not claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to

the City System or any other facilities that may be necessary for the City to design, construct, and install the City System interconnect to the Point of Connection with the Aqua System.

[SIGNATURES ON NEXT PAGE]

IN TESTIMONY WHEREOF, intending to be legally bound, the Parties have duly executed this Agreement on the date first written.

CITY OF WIMBERLEY, TEXAS

\_\_\_\_\_  
Susan Jagers, Mayor

ATTEST

\_\_\_\_\_  
Secretary

AQUA UTILITIES, INC. D/B/A AQUA TEXAS AND AQUA TEXAS, INC. D/B/A  
AQUA TEXAS

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

Robert Laughman, President

ATTEST

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

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

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



**Exhibit B: Allowable Influent Limits**

Maximum Allowable Limits (Grab Sample)	Maximum Allowable Limits (Composite Sample)
BOD5 (mg/l).....400	..... 250
TSS (mg/l).....400	..... 200
Oil & Grease (mg/l) .....50	..... 50
COD (mg/l).....500	..... 500
Ammonia.....50	..... 50
pH..... 6-10	..... N/A
Temperature (F) .....113	..... N/A
Arsenic (mg/l).....0.3	..... 0.2
Barium (mg/l).....2.0	..... 1.0
Boron (mg/l).....4.0	..... 2.0
Cadmium (mg/l).....0.2	..... 0.1
Chromium (mg/l) .....3.0	..... 1.0
Copper (mg/l).....2.0	..... 1.0
Lead (mg/l).....1.5	..... 1.0
Manganese (mg/l) .....3.0	..... 2.0
Mercury (mg/l).....0.01	..... 0.005
Nickel (mg/l).....2.0	..... 2.0
Selenium (mg/l) .....0.2	..... 0.1
Silver (mg/l).....0.2	..... 0.1
Zinc (mg/l) .....2.0	..... 2.0

Exhibit C  
Estimated Point of Connection

