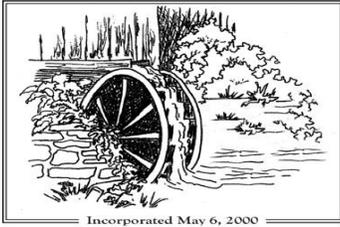


**REGULAR CITY
COUNCIL MEETING
PACKET**

Thursday, May 16, 2019

5:30 p.m.



City of Wimberley

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

REGULAR CITY COUNCIL MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER, WIMBERLEY, TEXAS 78676
THURSDAY, MAY 16, 2019 – 5:30 P.M.

AGENDA

1. **CALL TO ORDER** May 16, 2019 at 5:30 p.m.
2. **CALL OF ROLL** City Secretary
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG**
5. **CITIZENS COMMUNICATIONS**
The City Council welcomes comments from citizens who have a direct stake in the business of the city, such as a landowner, resident, vendor or business owner on issues and items of concern, not on this agenda. Those wishing to speak must sign-in before the meeting begins and observe a three-minute time limit when addressing Council. Speakers will have one opportunity to speak during the time period. Speakers desiring to speak on an agenda item will be allowed to speak when the agenda item is called. Inquiries about matters not listed on the agenda will either be directed to staff or placed on a future agenda for Council consideration. Comments from speakers should not be directed towards any specific member of City Council or City staff. Comments should not be accusatory, derogatory or threatening in nature.
6. **PRESENTATIONS AND POSSIBLE ACTION**
 - A. Presentation and consider possible action regarding the draft Cypress Creek Nature Trail and Preserve Master Plan. (*Wimberley Valley Watershed Association Executive Director David Baker*)
 - B. Presentation and consider possible action regarding the City of Wimberley's guidelines for General Land Office (GLO) projects. (*City of Wimberley*)
7. **EXECUTIVE SESSION**
In accordance with Texas Government Code, Chapter 551, Subchapter D, the City Council may convene in a closed session. After the Executive Session, discussion on any of the following items, any final action or vote taken will be in public.

- A. Executive Session pursuant to Texas Government Code, Section 551.071 for Consultation with Attorney to receive legal advice regarding litigation in Cause No. 16-2419; Risoli v. City of Wimberley and Wimberley Board of Adjustment; 207th District Court, Hays County, Texas.
- B. Executive Session pursuant to Texas Government Code, Section 551.071 for Consultation with Attorney to receive legal advice regarding litigation in Cause No. 13-0895-C; Creekhaven, LLC, and William D. Appleman v. City of Wimberley Board of Adjustment.
- C. Executive Session pursuant to Texas Government Code, Section 551.071 for Consultation with Attorney to receive legal advice regarding litigation in Cause No. 19-0279-C; Madrone Office Park & Storage, LLC v. City of Wimberley Board of Adjustment.
- D. Executive Session pursuant to Texas Government Code, Section 551.071 for Consultation with Attorney to receive legal advice regarding an Aqua Texas contract.

8. OPEN SESSION

Discuss and consider possible action resulting from Executive Session.

9. CONSENT AGENDA.

- A. Approval of minutes from the Regular City Council Meeting held May 2, 2019.
- B. Approval of minutes from the Special City Council Meeting held May 8, 2019.
- C. Approval of minutes from the Special City Council Meeting held May 14, 2019 at 2:00 p.m.
- D. Approval of minutes from the Special City Council Meeting held May 14, 2019 at 2:15 p.m.
- E. Approval of the March 2019 Financial Statements of the City of Wimberley.
- F. Approval of Place One Council Member Rebecca Minnick’s appointment of Teresa Shell to the Planning and Zoning Commission.
- G. Approval of Place Three Council Member Christine Byrne’s reappointment of Peter Lingamfelter to the Planning and Zoning Commission.
- H. Approval of Austin Weeks as the consensus member to the Planning and Zoning Commission.

10. CITY ADMINISTRATOR REPORT

Update regarding the status of the Central Wimberley Wastewater Project, code compliance, sales tax and impact of recent weather events (*City Administrator Shawn Cox*)

11. DISCUSSION AND POSSIBLE ACTION

- A. Discuss and consider possible action to approve the first reading of Ordinance No. 2019-12, amending Chapter 12 Utilities, Article 12.02 Water and Sewers, Division 3 Sewer Connections and Extensions, Section 12.02.072 Connection to Sewer System Required by adding provisions authorizing interim pump and haul service for existing and new businesses; providing an effective date; providing for severability; providing for a penalty not to exceed two thousand dollars. *(City Administrator Shawn Cox)*
- B. Discuss and consider possible action regarding the addition of a \$200 refundable deposit to all seasonal Field Usage Agreements at Blue Hole Regional Park. *(Parks Director Rebecca Manning)*
- C. Discuss and consider possible action to approve \$2,500 to replace an inoperative grinder pump at the Blue Hole Regional Park playscape restroom facility. *(Parks Director Rebecca Manning)*
- D. Discuss and consider possible action to relocate the existing Pedernales Electric Cooperative easement along Preston Road. *(City of Wimberley)*
- E. Discuss and consider possible action for the vacation, abandonment and conveyance of Preston Road, Wimberley, Hays County, Texas. *(City of Wimberley)*
- F. Discuss and consider possible action to amend the City of Wimberley Governance Policy and Rules of Procedure regarding City Council meetings and speakers. *(Place Five Council Member Bo Bowman)*
- G. Discuss and consider possible action to schedule a workshop pertaining to the Rules of Decorum and meeting procedures. *(Place One Council Member Rebecca Minnick)*
- H. Discuss and consider possible action regarding the development of an ordinance to form a Downtown District Improvement Task Force. *(Place One Council Member Rebecca Minnick)*
- I. Discuss and consider possible action to schedule a workshop regarding the Central Wimberley Wastewater Project. *(Place Three Council Member Christine Byrne)*
- J. Discuss and consider possible action to approve the change in scope to the Comprehensive Plan Review Committee. *(Committee Chair Phil Collins)*

12. CITY COUNCIL REPORTS

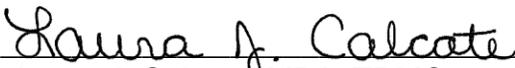
- A. Announcements
- B. Future agenda items

13. ADJOURNMENT

The City Council may retire into Executive Session at any time between the meeting’s opening and adjournment for the purpose of discussing any matters listed on the agenda as authorized by the Texas Government Code including, but not limited to, homeland security pursuant to Chapter 418.183 of the Texas Government Code; consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion about real estate acquisition pursuant to Chapter 551.072 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code; deliberations about gifts and donations pursuant to Chapter 551.076 of the Texas Government Code; discussion of economic development pursuant to Chapter 551.087 of the Texas Government Code; action, if any, will be taken in open session.

CERTIFICATION

I hereby certify the above Notice of Meeting was posted on the bulletin board at Wimberley City Hall, a place convenient and readily accessible to the general public at all times, and to the City’s website, www.cityofwimberley.com, in compliance with Chapter 551, Texas Government Code, on Monday, May 13, 2019, by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.



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.





AGENDA ITEM: Draft Cypress Creek Nature Trail and Preserve Master Plan
SUBMITTED BY: Rebecca Manning
DATE SUBMITTED: 5/7/19
MEETING DATE: 5/16/19

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Wimberley Valley Watershed Association Executive Director David Baker will be bringing a draft of the Cypress Creek Nature Trail and Preserve Master Plan for City Council review.

REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

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

STAFF RECOMMENDATION

Staff recommends to approve this item.

Cypress Creek Nature Preserve Masterplan



ALVARADO
WORKS



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Cypress Creek Nature Preserve Masterplan i

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Project Credits

City of Wimberley

City Mayor: Susan Jagers

City Council Members: Erik Wollam, Gary Barchfeld, Allison Davis, Craig Fore and Mike McCullough

Parks and Recreation Director: Rebecca Manning

City Administrator: Shawn Cox

Wimberley Valley Watershed Association

Executive Director: David Baker

Managing Director: Ashley Waymouth

AlvaradoWorks Planning and Design

Founder and Principal: Daniel Alvarado

Community Stakeholders

Hays County Master Naturalists

Preservers Group

and many more!





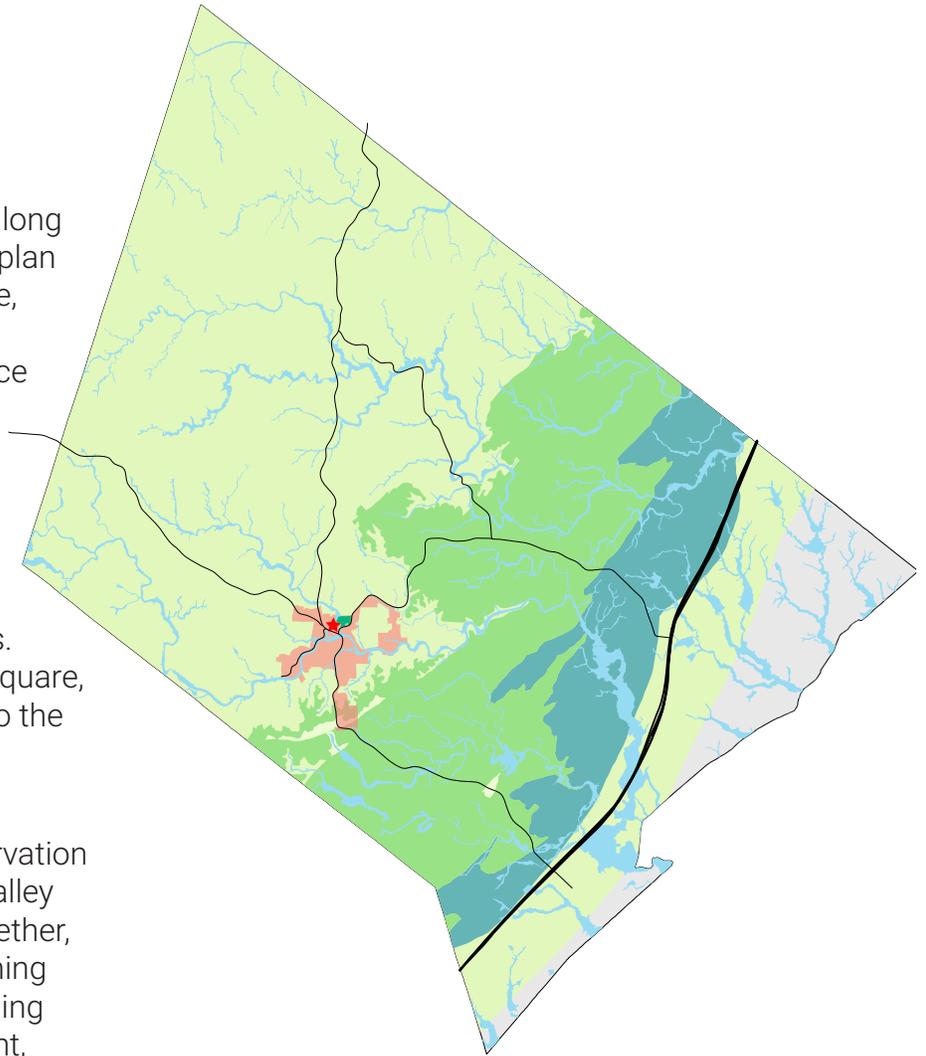
Introduction

This document intends to establish a long term management and development plan for the Cypress Creek Nature Preserve, located in the heart of the City of Wimberley, Texas. The plan will balance the delicate riparian ecology of the preserve, the thoughtful integration with the surrounding parks and property owners, and the significant educational and recreation opportunities the preserve provides for Wimberley's residents and tourists. Due to its proximity to popular town square, the preserve is a crucial component to the city's economy and identity.

The preserve is owned by the City of Wimberley (the City), while the conservation easement is held by the Wimberley Valley Watershed Association (WVWA). Together, WVWA and the City initiated the planning process to address challenges regarding the preserve's consistent management, the ongoing ecological restoration, and the sustainability of the preserve's trail system.

In addition, a number of stakeholder groups who manage or develop various aspects of the preserve support the plan to provide a cohesive vision and management plan moving forward.

This plan thus represents a response to a common nexus of challenges in the Texas Hill Country: balancing sensitive water resources with increased demand with community heritage and desires. The authors of this plan hope it to be a model for other natural areas in the region in the future.



History and Geography

Located in the Hill Country of Central Texas, the Cypress Creek Nature Preserve is part of the complicated hydrology that is unique to the Edwards Plateau. The preserve's namesake waterway, Cypress Creek, flows eastward through Hays county until it joins the Blanco River, just south of downtown Wimberley. The segment that flows through the nature preserve is kept almost continuously flowing thanks to Jacob's Well, an artesian spring fed by the Trinity Aquifer. Meanwhile, the segment north of Jacob's Well, known as the "dry Cypress," only flows during times of heavy precipitation.



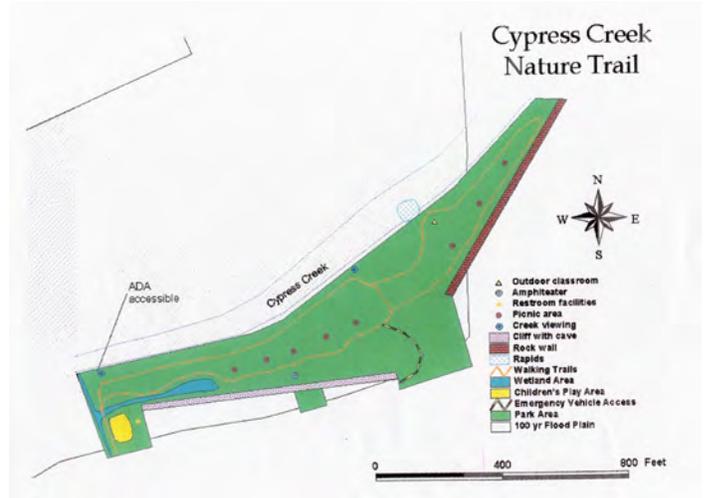
Aerial photo from 1958, depicting downtown Wimberley and surrounding properties, with the rough boundaries of the Nature Preserve have been superimposed. Image from USGS

It is highly likely that the land that is now the Cypress Creek Nature Preserve has supported human habitation for thousands of years. Significant archeological evidence demonstrates that the artesian springs of the Edwards Plateau such as Jacob's Well, San Marcos Spring, Barton Springs, and San Antonio Spring have sustained human habitation for at least 12,000 years, making the region one of the longest continuously occupied places in North America.

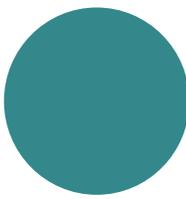
At the time of European colonization, first by the Spanish, and later by Anglos, the area around Wimberley was often a stopping

place for nomadic Native Americans groups. By a stroke of historical luck, the land within the preserve has been preserved in a relatively natural state, despite the City of Wimberley growing up around it.

Directly adjacent to the preserve, a previous landowner cleared a swath of the riparian area to create what was likely a quite productive farm. The farmer also built a low stone wall, along the border of the probable historic flood zone, which today forms the northeastern border of the preserve. The wall is the only significant man made structure within the preserve.

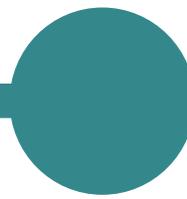
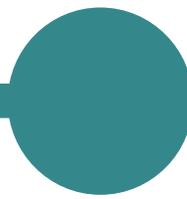


Conservation Easement Adopted 2002



2001

City Purchases Preserve



2005

Blue Hole Parkland Purchased





Memorial Day Flood

2015

**Community
Engagement Period**

April 2019

February 2019

**Masterplan
Commissioned**

**Masterplan Draft
Release**

May 2019

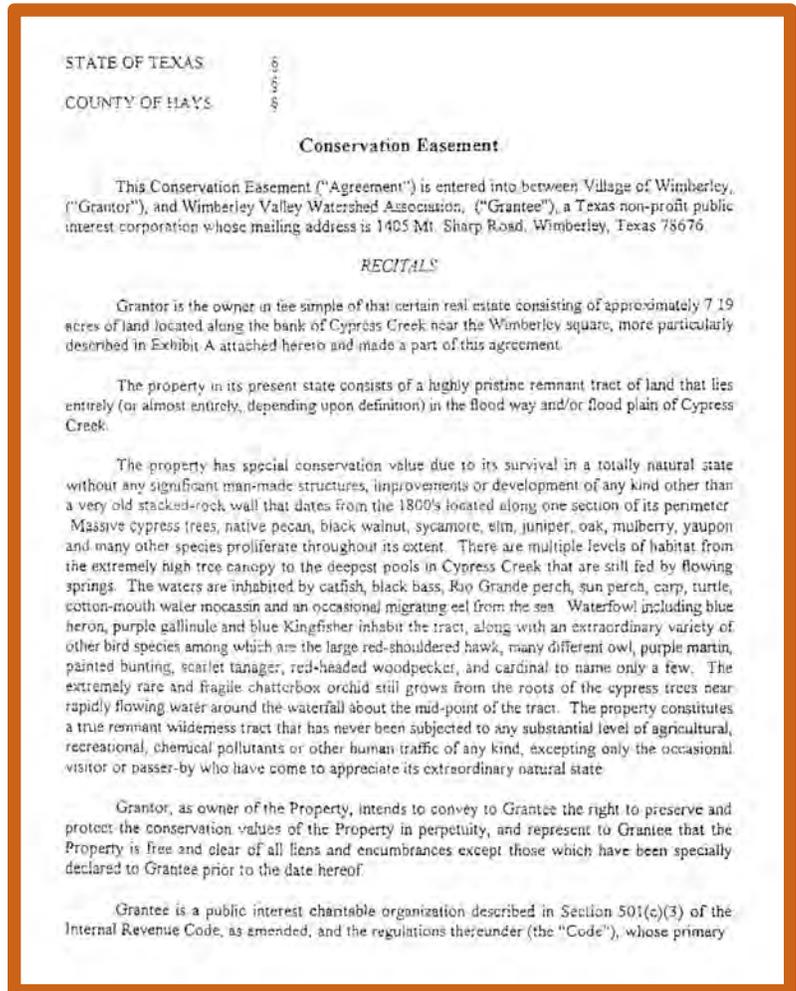


Conservation Easement

The Cypress Creek Nature Preserve is owned by the City of Wimberley, but is managed under a conservation easement held by the Wimberley Valley Watershed Association. The easement was adopted 2002, to ensure the strict protection of the preserve's pristine environment, while effectively interfacing with neighboring land uses.

The conservation easement includes specific stipulations that strictly limit the development and activities that occur within the preserve. These stipulations include:

- Prohibition of any permanent structures in the preserve, except for unobtrusive signage, seating made from natural materials, and certain amenities within the entrance area from the square.
- Any footpath through the preserve must be designed to minimize impact on the preserve's ecology, and be made of permeable material.
- Prohibition of using power tools, motorized vehicles, or any other loud or polluting machines within the preserve.
- Prohibition of any artificial light, except within the entrance area.
- Prohibition of the alteration of the preserve's ecology, including clearing, mowing, cutting down native trees, introduction of non-native species, or use of chemical pesticides and herbicides.



- The use of the property for commercial purposes, or any purpose other than those that are educational, recreational, charitable, or archeological.

The conservation easement compliance monitoring is conducted annually by Plateau Land and Wildlife Management. The latest compliance evaluation, conducted on December 20th, 2018 concluded that

"Based on the inspection and information provided in the meeting with the WVWA representative, the owners are not violating any specific restrictions and appear to be in compliance with all aspects of the granted CE."

The full compliance monitoring document is available in the appendix.

Environmental Services

As previously stated, this plan is intended to balance the important conservation value of the preserve with the needs and desires of the Wimberley community. This plan makes clear that these goals are not at odds with each other, and in-fact complimentary. through careful planning and education shifting public



perception to that of a preserve, rather than a park, the City can achieve this balance synergistically.

The Cypress Creek Nature Preserve is central to Wimberley's identity as an oasis of clean, clear water in the Hill Country. As a rare instance of an unspoiled wilderness area in the heart of a developed area, it demonstrates the capacity of Hill Country residents to live in harmony with their ecology. The preserve's value as an example of natural stewardship will undoubtedly grow as the Hill Country

develops, positioning the City of Wimberley as a leader and early adopter of sustainable open space management in the region.

The value of the preserve is far from simply moral or aesthetic, however. In a region increasingly facing environmental challenges such as flooding, drought and public health risks, the preserve performs vital environmental and economic functions for the city. In summary

- The preserve helps prevent flooding in the Wimberley town square, and downstream on the Blanco, by slowing and stabilizing the flow of water during heavy precipitation
- The preserve dense riparian ecology improves groundwater infiltration in the area, reducing the negative effects of drought
- The preserve reduces the environmental effects of urbanization by improving air quality, reducing the heat island effect, which have a positive effect on public health
- The preserve creates a crucial wildlife corridor that support beneficial pollinators, aquatic life, and charismatic mammals
- The preserve provides locals with recreational opportunities, improving people's mental and physical health
- The preserve contributes to the tourism economy by multiplying opportunities in the town square area, and supporting numerous Bed and Breakfast businesses on its northern banks.

Public Engagement

The Cypress Creek Nature Preserve is a vital component to the City of Wimberley's civic identity. In order to craft a masterplan that addresses the concerns of the city, neighbors, and the public at large most effectively, significant public engagement was undertaken. This included:

- A public town hall style meeting
- A public design charrette meeting
- A management coordination meeting between key stakeholders
- City Council updates
- A online survey

The following section describes in detail the outcomes of the public engagement process.

Public Meeting #1: Town Hall 3.30.19

On the morning of Saturday, March 30th, 26 people attended a public town hall style meeting to kick off the public engagement process. The purpose of this meeting was to present the initial findings of the research and analysis portions of this plan, present a first draft of the trail alignment map, and trail design guidelines.

Following the presentation, the audience was asked to share their feedback and ask questions about the plan and its process. The feedback was recorded on a large notepad and categorized as either strengths, opportunities, weaknesses and threats. The feedback was as follows:



Strengths:

- Trail is part of original history of Wimberley
- The preserve is in overall excellent condition, only a few areas of notable degradation

Opportunities:

- Birdwatching area off old Kyle Rd
- Nodes for interpretive signage
- More meandering trail in lower section of preserve
- Master naturalists are prepared to conduct regular maintenance

Opportunities:

- Birdwatching area off old Kyle Rd
- Nodes for interpretive signage
- More meandering trail in lower section of preserve

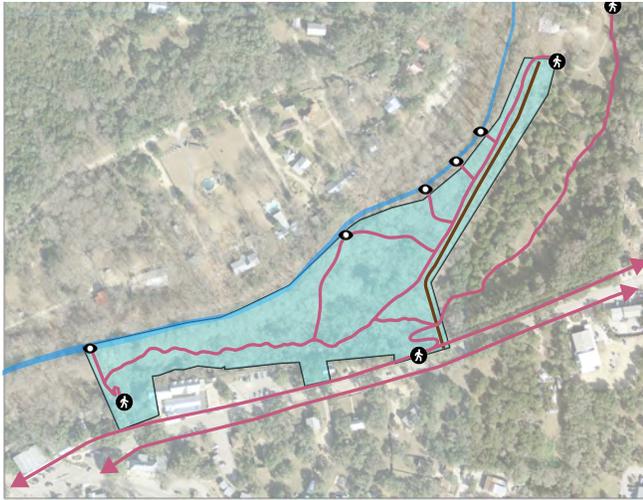
Weaknesses:

- Lack of coherent management structure
- trail compaction could lead to more erosion

- Poor access control from Inoz (neighboring property)

Threats:

- Invasive species such as arundo are very aggressive
- Future flood could damage trees, destabilizing the banks

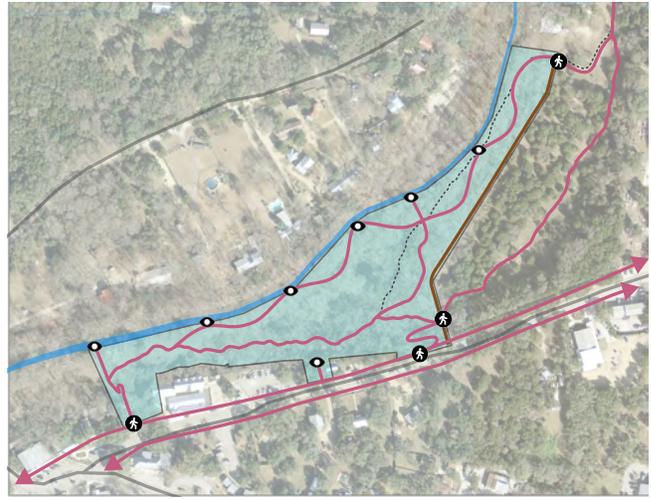


Trail alignment Draft #1
 In response to the trail alignment draft #1 (seen below), the audience expressed support for mitigating erosion zones, but disappointment in the loss of opportunities to walk along creekside, a crucial component of their preserve experience. They requested that the next draft include more trail "meanders" rather than the "nodes" proposed in draft #1.

Public Meeting #2: Charrette 4.11.19

In the evening of April 11th, 2019, roughly 40 people attended a public charrette. The meeting was to again present the initial findings of the research and analysis portions of this plan, present a second draft of the trail alignment map, and trail design guidelines.

After the presentation, attendees were asked to participate in a design charrette process in which the attendees were randomly assigned to a small group, where they corroboratively designed solutions for various elements of the masterplan. The attendees first drew out their ideal solutions on an activity sheet (seen below), and then were asked to consolidate their ideas

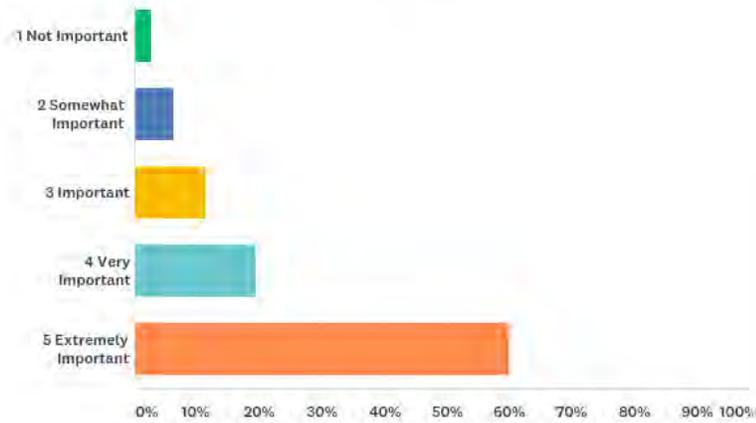


Trail alignment Draft #1
 within their table into one set of solutions, compromising within their group on points of disagreement.

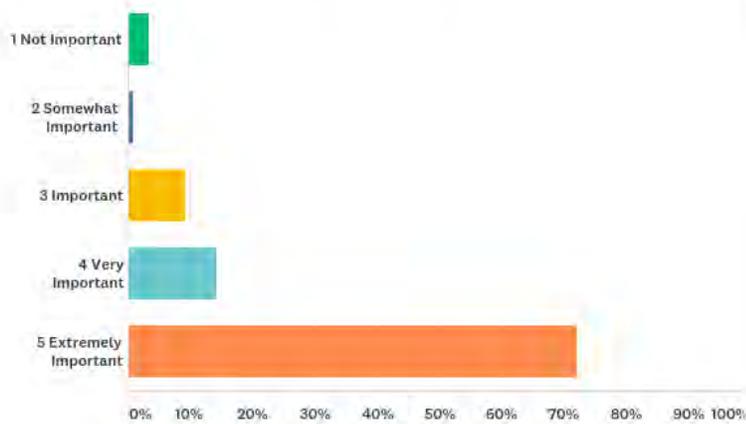
After about 40 minutes of collaboration, each group was asked to present their compromise solutions to the rest of the attendees. The individual and group design solution are currently being analyzed and will be included in the final version of this report.

<p>Draw Your Ideal Trail Alignment and Trailheads</p> <p>Blue Hole Cemetery Square</p> <p>LEGEND</p> <ul style="list-style-type: none"> Floodplain Preserve Trails Trailhead Wall Creek <p>Notes</p>	<p>Sensitive Area Protection Measures</p> <ul style="list-style-type: none"> Man-made Man-made and Natural Natural only <p>Signage Design and Information</p> <ul style="list-style-type: none"> Modern Rustic/Traditional
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Q9 On a scale of 1 – 5, how important are views of Cypress Creek to your experience of the Preserve?

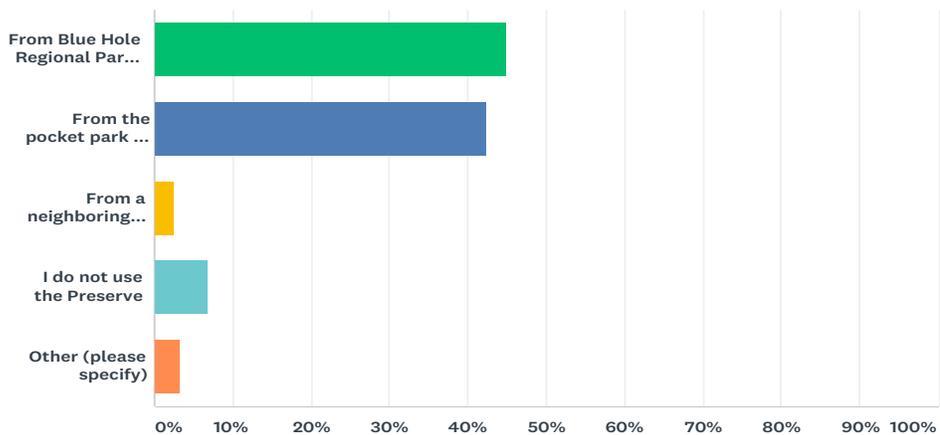


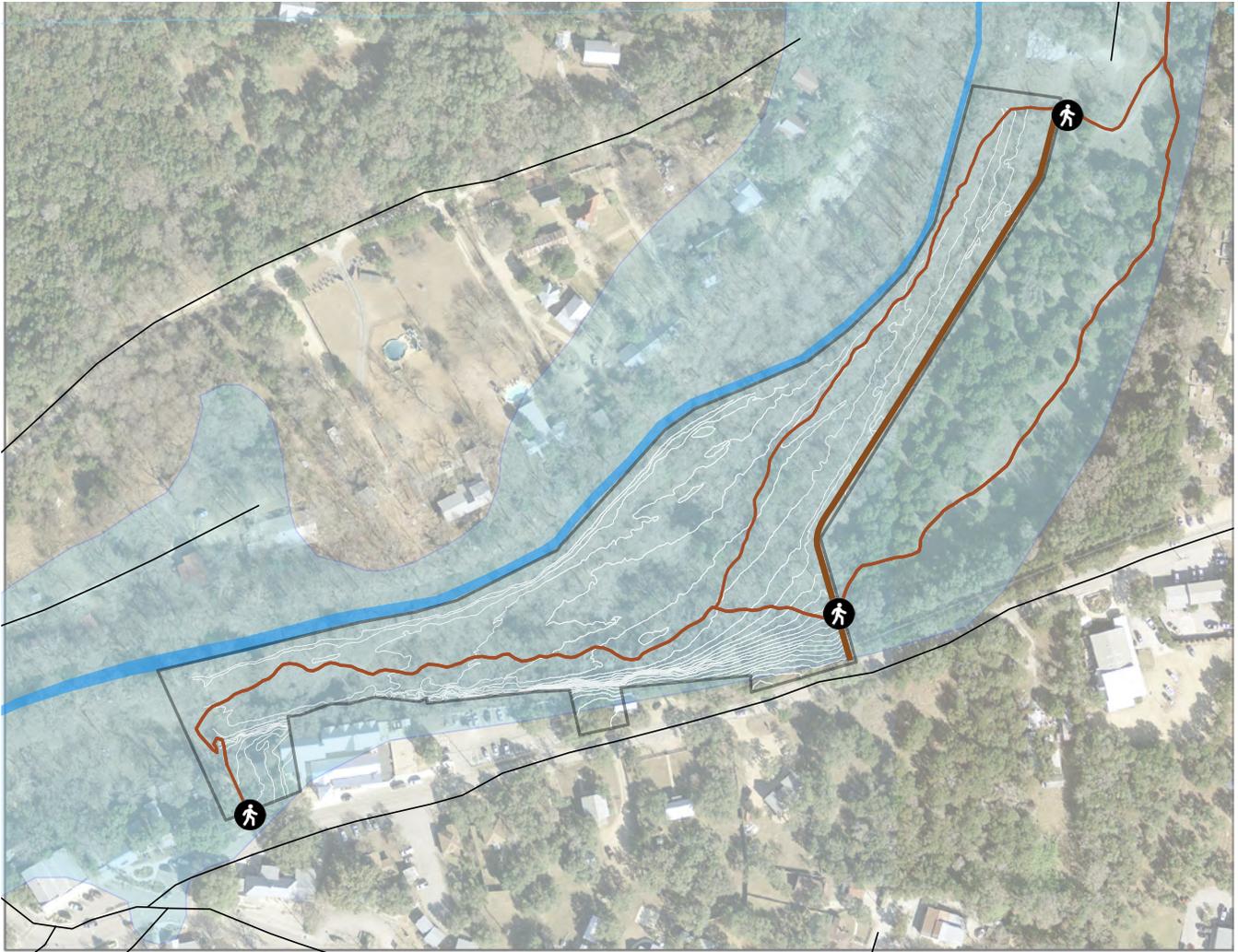
Q8 On a scale of 1-5, how important is public access to trails on the Preserve?



Q6 When using the Preserve, where do you typically enter the property?

Answered: 323 Skipped: 0





Floodplain



Trails



Creek



Preserve



Wall

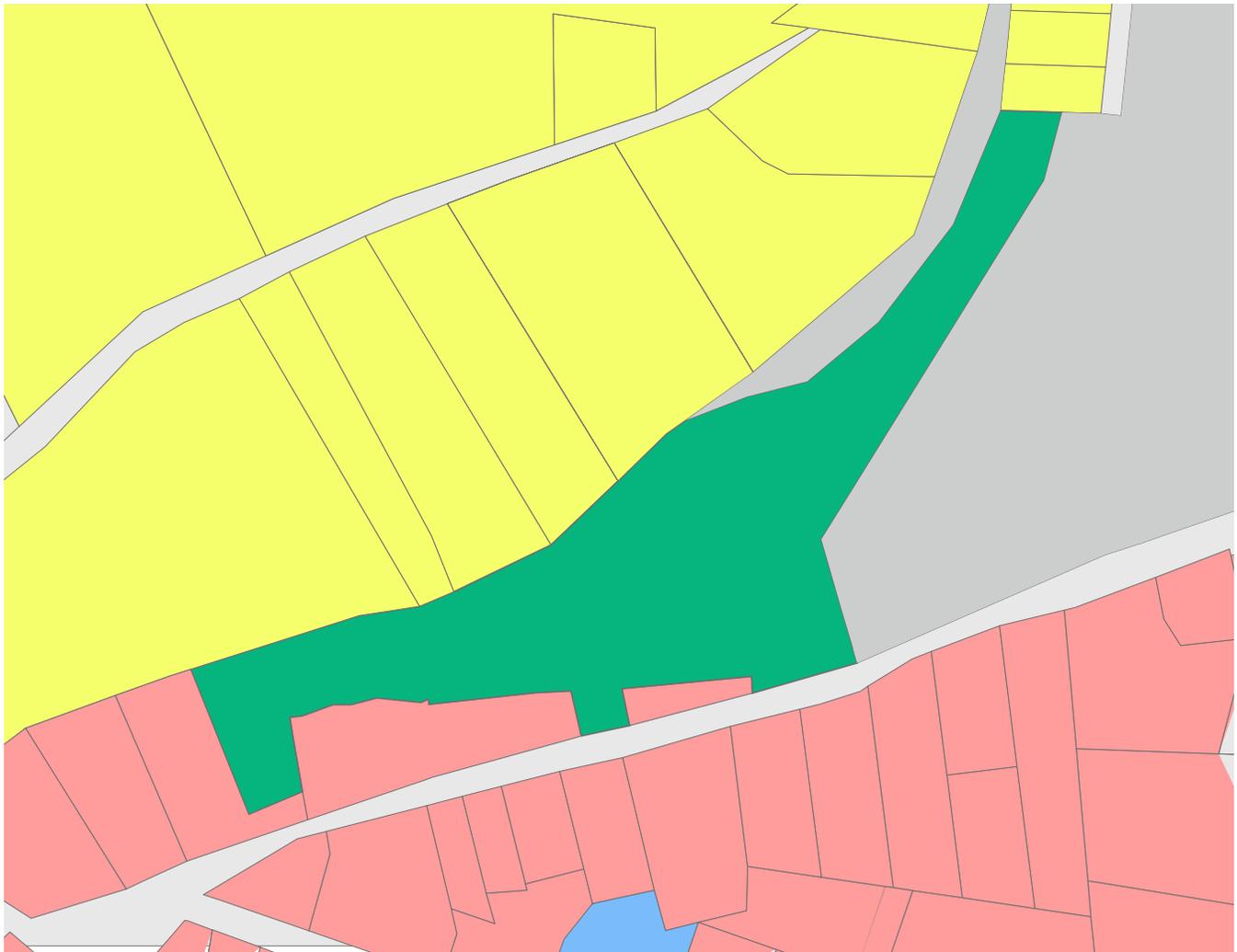


Trailhead

Analysis

While the preserve is largely in healthy, natural condition, the effects of nearby development and unsustainable trail design has begun to take its toll. These are effects are not so severe to require large scale and costly restoration efforts, but they will require

deliberate and continuous attention as well as a thoughtful redesign of the preserve's trail system.

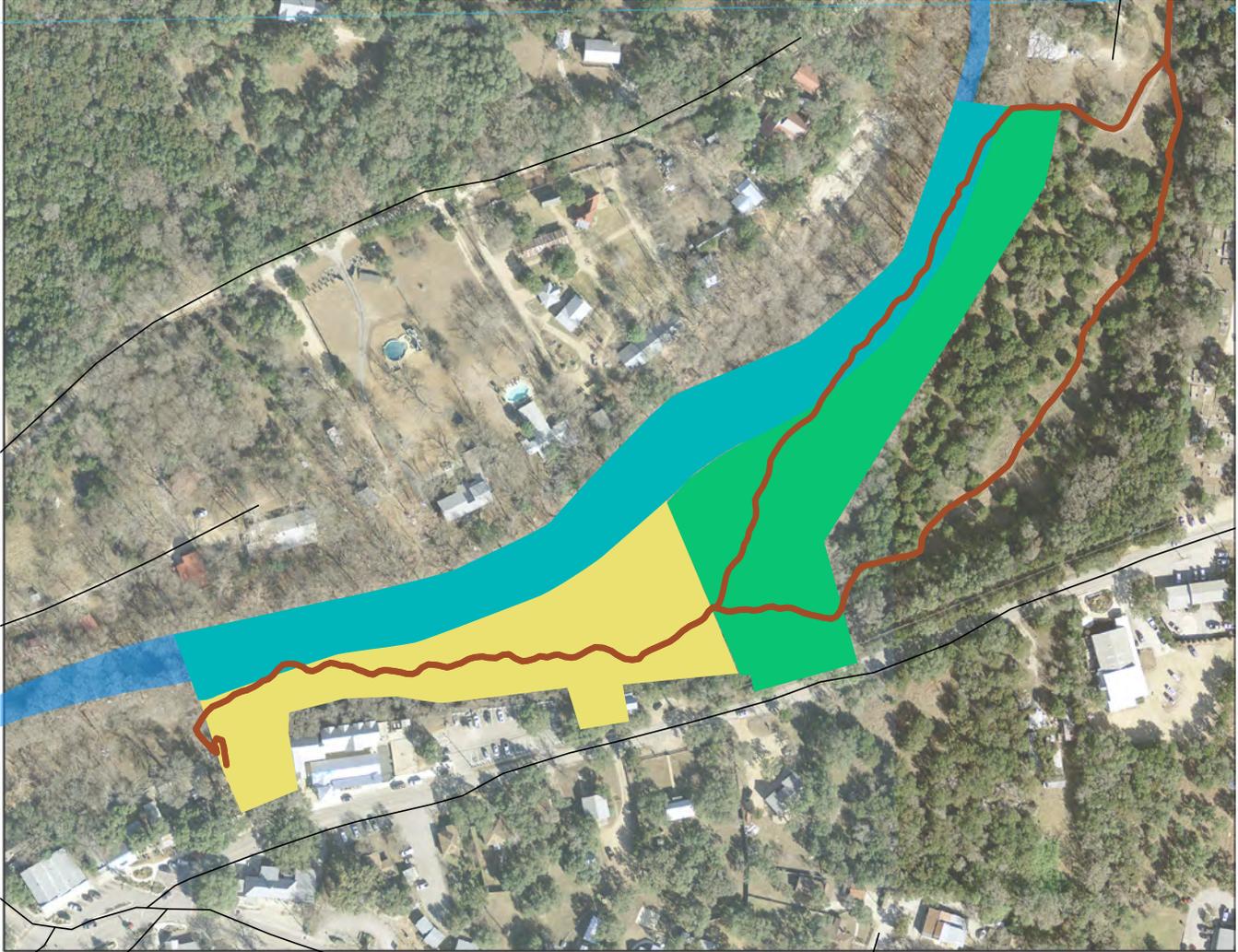


Preserve Context

The preserve is situated at the physical and cultural center of the City of Wimberley. The land use map above demonstrates the semi-urban context of the preserve, with a busy commercial center to the south, a park and cemetery to the east, and a residential area

to the north. Less than a mile to the south, Cypress Creek is a major tributary to the Blanco River.

Maintaining a permeable border between the preserve and its neighbors is crucial to maintain the vital ecosystem services the preserve provides to the Wimberley Community.



Riparian



North



Creek



South



Trails

Ecological Evaluation

For the sake of this plan, the preserve has been split into three different zones: Riparian, Southern, and Northern, which roughly correspond to the microbiomes present in the preserve. The following outlines the environmental conditions of each zone,

including a native and invasive species survey conducted by the Hays County Master Naturalists.



Riparian Zone

The riparian zone is perhaps the most sensitive environmentally, yet also is the most valuable in terms of education and recreation. The zone is quintessential Central Texas riparian ecology, featuring stately Cypress trees anchoring the bank, and biodiverse thickets of grasses, shrubs and other tree species.



compaction and erosion in the Cypress tree root zones, and some physical root damage, pictured above.

The following page features some of the results of the Native and Invasive species survey conducted by the Hays County Master Naturalists. [The complete list will be included in the final version of this report.](#)

In the southern section of the riparian zone, the shoreline is well defined and steep. However in the central section, the shoreline becomes less well defined where the creek is shallower, braided, and features small waterfalls, known as the ripples section. This section (featured above) is perhaps the most attractive to visitors for its natural beauty and approachable shoreline.

In the northern section of the riparian zone, the shoreline once again becomes steep and well defined. This section arguably has the most ecological degradation, including high

Riparian Zone



Bald Cypress



Inland Sea Oats



Mexican Buckeye



Chatterbox Orchid

Common Name	Type	Native / Invasive
American elm	Woody, Tree	Native
Ashe juniper	Woody, Tree	Native
Baby blue-eyes	Herbaceous	Native
Beggar's lice	?	Native
Black walnut	Woody, Tree	Native
Box elder, Box Elder Maple	Woody, Tree	Native
Catchweed bedstraw	Herbaceous	Exotic/ Invasive
Cedar elm	Woody, Tree	Native
Chinese honeysuckle	Woody, Vine	Exotic/ Invasive
Chinese Ligustrum	Woody, Tree	Exotic/ Invasive*
Dayflower	Herbaceous	Native
Death camas	Herbaceous	Native
Eastern woodland sedge	Herbaceous, Graminoid	Native
False Dayflower, Widows tears	Herbaceous	Native
Hedge parsley	Herbaceous	Exotic/ Invasive*
Inland sea oats	Grass	Native
Japanese brome	Grass	Exotic/ Invasive
Largeseed forget-me-not	Herbaceous	Native
Maidenhair fern	Herbaceous, Fern	Native
Mexican buckeye	Woody, Shrub	Native



North Zone

The north zone of the preserve is characterized by dense riparian forests, sections of the Wimberley fault including limestone seeps, the historic rock wall and two official trailheads. The forest is notably full of downed trees and brush, presumably from the multiple flood events of the previous years. Despite some community member's



requests that these downed trees be removed, their perceived untidiness is in fact key to the remediation of the riparian zone after a flood event, and the minimization of future flood impacts by slowing flow and capturing sediment.

The significant limestone outcroppings along the Wimberley fault offer habitat to small creatures, and provide unique canopy height views from the cliff above. The fault creates a natural amphitheater which could be used for interpretive sessions in the future.

While the north zone is generally in very healthy condition, there is some minor erosion being caused by the stormwater outfall from old Kyle rd. This erosion is being compounded by unknowing visitors mistakenly using the gully as a social trail, as it leads directly from the road to the creek.



Future mitigation efforts will need to focus on establishing a well marked, sustainable, official trail leading from Old Kyle Rd, to prevent future erosion. Meanwhile, efforts should be made to slow the stormwater flow and promote infiltration rather than runoff.

North Zone



Box Elder



Mustang Grape



Virginia Creeper



Japanese Honeysuckle

Common Name	Type	Native/ Invasive
American sycamore	Woody, Tree	Native
Ashe juniper	Woody, Tree	Native
Beggar's lice	?	Native
Black Snakeroot	Herbaceous	Native
Black walnut	Woody, Tree	Native
Blue-Curls	Woody, Shrub	Native
Blue-eyed grass	Herbaceous	Exotic/Invasive
Box elder, Box Elder Maple	Woody, Shrub	Native
Bristly greenbriar	Herbaceous, Graminoid	Native
Catchweed bedstraw	Herbaceous	Exotic/Invasive
Cedar elm	Herbaceous	Native
Cedar sedge	Herbaceous	Native
Chatterbox orchid	Herbaceous	Native
Cherokee Sedge	Herbaceous	Native
Chinese parasol tree	Woody, Tree	Native
Death camas	Grass	Native
Emory sedge	Grass	Exotic/Invasive
False Dayflower, Widows tears	Woody, Vine	Exotic/ Invasive*
False garlic	Herbaceous	Native
False gromwell, Bexar marbleseed	Herbaceous	Native



South Zone

The South zone of the preserve is characterized by a somewhat more open riparian forest, a natural depression where water pools after heavy rains, limestone outcroppings, and a transition into the semi-developed urban realm adjacent to the town square.



As the riparian forest opens up, the space is filled with high grasses and shrubs, and a number of areas large boulders which have eroded off of the fault line outcropping over time. The natural depression acts as a rain garden, encouraging infiltration of water. This report recommends enhancing this functionality while mitigating longterm stagnation of water to prevent attracting mosquitos.

This section also sees a significant amount of urban/wild interface. The border between the preserve and the privately owned and manage creekside recreation area directly to the south offers a stark contrast between a healthy, natural riparian ecosystem, and functionally deficient, human-centric one. The mowed, cleared private area may be good for picnics, but offers little in the way of habitat or flood mitigation. This contrast may actually be an effective educational tool.



Additionally, the pocket park on the southernmost section of the preserve offers some interesting interpretive opportunities, and has preserved some heritage trees. However, ecologically it is less functional. Finally, the major stormwater outfall leading from the square down to the creek is a serious erosion and water quality concern, to be addressed in later chapters.

South Zone



Black Walnut



Yaupon Holly

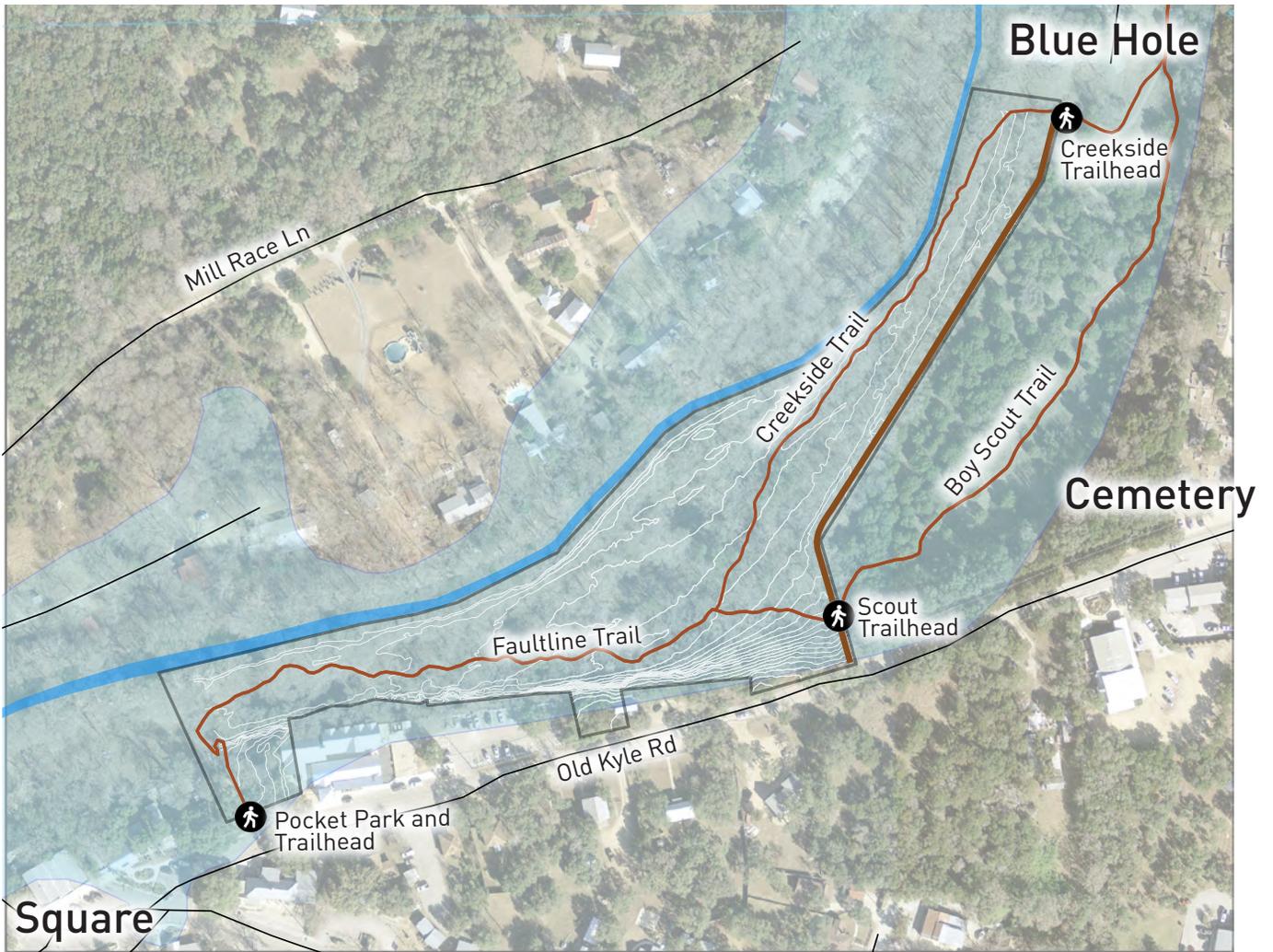


Chinese Ligustrum



Heavenly Bamboo

Common Name	Type	Native/ Invasive
Ashe juniper	Woody, Tree	Native
Bald cypress	Woody, Tree	Native
Beggar's lice	?	Native
Black Snakeroot	Herbaceous	Native
Box elder, Box Elder Maple	Woody, Tree	Native
Bush croton	Herbaceous	Native
Cedar elm	Woody, Shrub	Native
Cedar sedge	Herbaceous	Native
Chickweed	Herbaceous	Exotic/Invasive
Death camas	Woody, Tree	Native
False gromwell, Bexar marbleseed		Native
Frostweed	Herbaceous	Native
Golden groundsel		Native
Hop Tree Wafer Ash	Woody, Tree	Exotic/ Invasive*



-  Floodplain
-  Trails
-  Creek
-  Preserve
-  Wall

Existing Trail System

The existing trail system includes .75 miles of trails, stemming from three official trailheads, and at least one informal trailhead. These trails and trailheads vary significantly in

quality and sustainability, and lack a cohesive design or planning strategy. The follow section outlines the trail conditions in detail.

Trails

There are currently two official trails within the preserve, one that leads from the Blue Hole to the Preserve and a number of informal trails that are in various forms of use or restoration.



The longer trail, known henceforth as the "Faultline Trail" is runs between the Square Trailhead, and the Scout Trailhead along the eastern edge of the preserve. It is a natural surface, singletrack trail, roughly two feet wide and roughly .25 miles long.



The Faultline Trail tracks roughly along the Wimberley Faultline, providing a number of interpretive opportunities along the way. Additionally, it includes access to the natural amphitheater, which is currently not identified from the trail or seemingly in regular use.

The second trail, known henceforth as the Creekside Trail, is accessible from the Creekside Trailhead, and intersects the Faultline trail roughly at the central point of

the preserve. This trail is very popular due to its access to the iconic Ripples section of Cypress Creek. However, due to its popularity and proximity to the creek, it also the most problematic in terms of sustainability and neighbor concern.



The trail roughly tracks the creekside, where heavy foot traffic has compacted a wide dirt path and significantly exposed the roots of the Cypress trees on the creek side banks. Lack of access controls has led significant erosion along the shoreline, and unauthorized swimming in the creek itself. This has led to conflict with neighbors, who seek to uphold the terms of the easement prohibiting swimming and off-trail hiking.



Participants in the community engagement meetings and survey expressed very strong personal connections to the experience of walking along the creekside trail, and the gratitude for access to such a public amenity so close to town.



The third trail, known henceforth as the "Boy Scout Trail" is not technically within the preserve, however it forms a vital passage from the Blue Hole to the preserve, and was created as a means to relieve thru-traffic along the more sensitive Creekside Trail.

The Boy Scout Trail is also roughly .25 miles, is a woodchip surface, and is roughly 5 feet wide. It traverses from the Blue Hole parking lot south to the Boy Scout Trailhead,

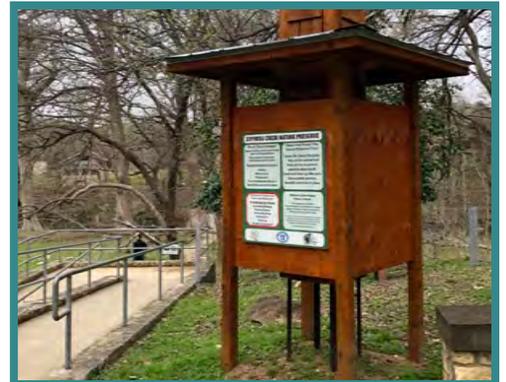


and eventually forks - one fork leads to the Creekside trail, the other merges with the Faultline Trail.

Finally, a number of informal trails have formed over the years, however recent efforts by the preservists have blocked them from foot traffic with impairments such as brush and logs. Many of these informal trails are not sustainably designed, leading to significant erosion along their path. An informal connection between the private section of creek frontage and the preserve has also been blocked with fencing and brush, seen below.



Trailhead Count Results



	Scout Trailhead	Creekside Trailhead	Square Trailhead
Thursday, March 14 9 AM - 10 AM	1	0	5
Thursday, March 14 1 PM - 2 PM	1	18	78
Friday March 15 9 AM - 10 AM	0	0	0
Friday March 15 1 PM - 2 PM	1	9	35
Sunday March 17 1 PM - 2 PM	5	23	82

Trailheads

The trailheads themselves are important gateways into the preserve, and offer different levels of amenities and information as visitors enter the space. The Wimberley Parks Department conducted a count of visitors entering the preserve at various moments throughout the day and week, elucidating some interesting trends.

From the trail count, it is clear that afternoons and weekends are the times with the most visitors. Additionally, the Square Trailhead is clearly the most popular trailhead, however more data is needed to know if locals are using the other trailheads in the early morning, as indicated anecdotally by participants in the public engagement meetings.

The most heavily trafficked trailhead is accessed directly from the town square, and will thus be referred to as the Square Trailhead henceforth. This trailhead directly abuts the privately owned section of riparian land between the preserve and the Highway 12 bridge, but does not provide access to that section. It is very accessible and includes numerous amenities, including:

- Bathrooms
- Pavilion
- Trailhead signage and landmark
- Water fountains
- Decorative/educational fountain
- Playground
- Natural shade from Heritage Oak trees
- ADA compliant ramp down to trail
- More...



preserve, however there is currently little no indication to a trail user that they are transitioning from the park to the preserve.

The other two official trailheads are accessed via the southern terminus of the Blue Hole Regional Park's Boy Scout Trail. The Blue Hole Regional Park directly abuts the nature

The first of these trailheads is on the Northeast side of the preserve, where the trail crosses the historic stone wall, known henceforth as the "Scout Trailhead." Currently, a nonfunctional gate is the only marker of this transition.



There is also an informal trailhead leading from Old Kyle Rd to the Faultline Trailhead, which has been identified as a possible future official trailhead. Currently, however, the lack of design controls has caused this trailhead to be erosive and difficult to traverse as it leads down a steep slope.



The second of these trailheads is at the Northernmost point of the preserve, at the terminus of the historic wall and very near the shore of Cypress Creek. There is currently a small sign indicating a transition into the Nature Preserve. This trailhead will henceforth be referred to as the Creekside Trailhead.



Connectivity Between the Square and Blue Hole

Beyond the above mentioned trailheads, there is very limited connectivity between the preserve and the city. Most notably, the lack of sidewalks or access points along Old Kyle Rd between the Lumberyard and Blue Hole Regional Park mean there is no safe way to walk between the preserve, the park, and the square without hiking through the preserve, which is time consuming and creates unnecessary impact on the preserve resources. Additionally, there is currently no connectivity between the preserve and the Wimberley Cemetery, which is contiguous with the preserve and Blue Hole Park.



The current connectivity between the preserve and privately owned neighbors is unclear and has led to conflicts. For instance, there is no connectivity between the private section of creek frontage and the preserve, despite being contiguous. This leads to confused visitors attempting to access one side or the other, only to have to backtrack and shuttle through the square, decreasing the effective circulation on the sometimes congested sidewalks. Additionally, lack of wayfinding and boundary clarity in the northern section of the preserve has led to some visitors inadvertently trespassing on private property, or otherwise creating nuisances.

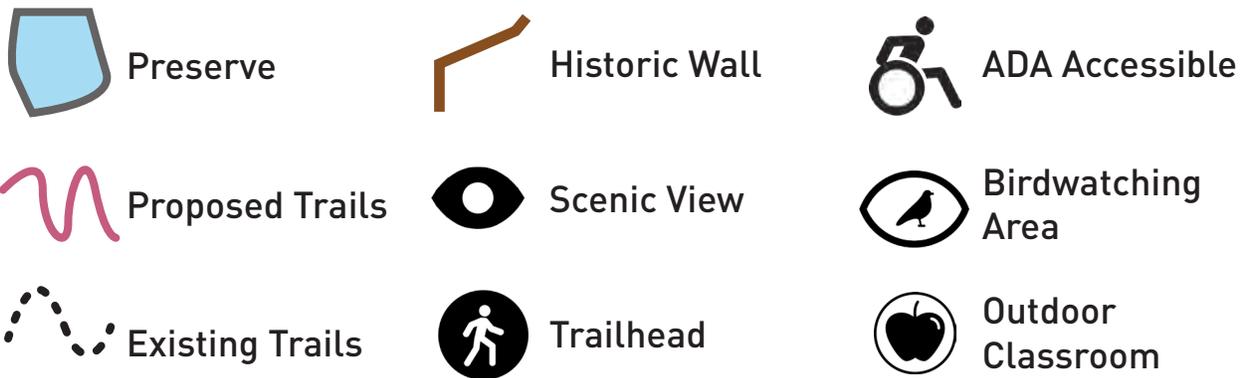
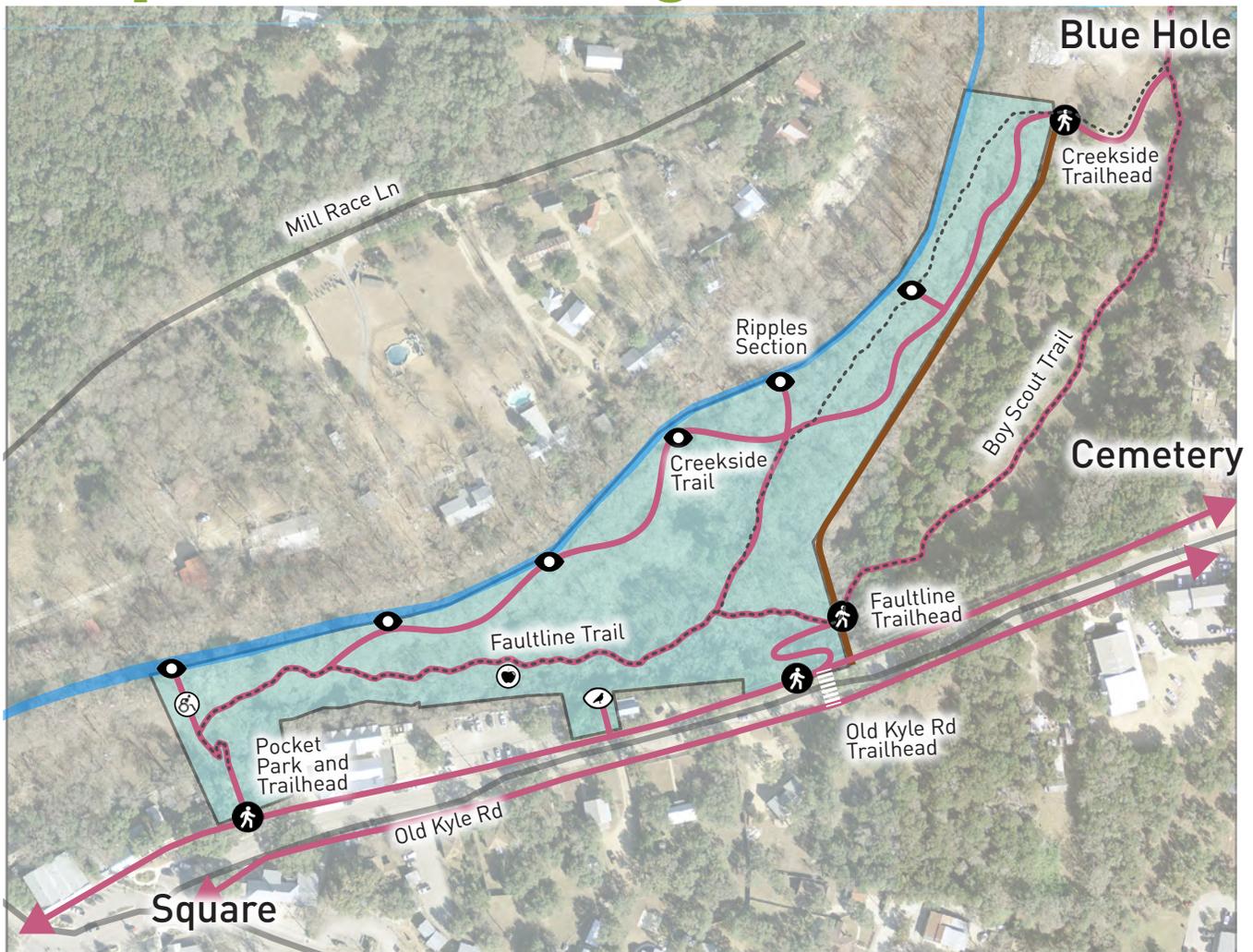


Preserve Site Plan



This section coalesces the public engagement and analysis outlined in the previous sections to develop a comprehensive site plan that addresses the concerns and opportunities presented in this plan. The site plan includes new trail alignments, consolidated creek access points, formalized existing and new trailheads, location of existing and new interpretive areas, location of stormwater management controls, and restoration areas.

Proposed Trail Alignment



Meanders and Nodes

The trail alignment within the preserve is perhaps the most challenging aspect of the masterplan's goals due to significant differences in preferences between various segments of the public. Feedback from the two stakeholder meetings generally landed



in two camps: those who favor a trail that "meanders" close to the creek, providing the most enjoyable trail experience, and those who preferred a trail with "nodes" that creates protected viewsheds at strategic points along the trail that allow for visitors to experience the creek, but prioritizes shoreline protection.



The proposed trail alignment (previous page) represents a combination of both preferences which provides a significant amount of "meander" segments which are designed not to hug the shoreline for any significant distance. In the upper section of the preserve, where the most erosion damage has occurred, the trail is pulled back from the shoreline, and the trail employees "nodes" to allow visitors to experience the creek at important points while allowing the riparian zone to regenerate.

This balance is achieved by adding a new segment of trail that meanders near the shoreline in the lower section of the preserve, an extension of the existing shorelines trail. Additionally, it maintains the current trail alignment of the faultline trail, and the ADA accessible node that leads from the Pocket Park entrance, and the outdoor classroom in the rockfall section.

Additionally, it formalizes the social trailhead and trail leading from Old Kyle Rd to the Faultline trail with a sustainably built switchback trail that descends the steep slope, and avoids contributing erosion in from the stormwater outfall. Finally, it adds a birdwatching area accessible from Old Kyle Rd, allowing for a canopy level viewpoint.

Old Kyle Rd Shared-Use Path

This plan also recommends the development of a shared-use path along Old Kyle Rd. This path should connect the existing sidewalks in the Town Square to the shared-use path system in the Blue Hole Regional Park.

This connection will not only create a safe and enjoyable route between downtown and the Blue Hole trail system, but should also alleviate some of the demand on the Preserve's trail resources. Currently, many users report using the trails through the



preserve to the Blue Hole simply to avoid more dangerous and less pleasant experience of walking along Old Kyle Road.

The precise alignment of this path is not within this plan's scope, but in general, the path should be built to accommodate pedestrian and casual cyclists, which generally requires a minimum of 8 feet (but preferably 12 feet in width.) The path should be concrete paved or crushed gravel to match the design of the existing shared - use paths. Ideally, both sides of Old Kyle Rd should have pedestrian facilities, however R.O.W. limitations will likely mean one side will be a traditional sidewalk, while the other a wide shared-use path. A pedestrian crosswalk should be installed where the Oak tree is currently growing in the middle of Old Kyle to access the planned Old Kyle rd Trailhead.

With the addition of popular new businesses on Old Kyle Rd, traffic has increased substantially, and visitors are parking on the road shoulder, forcing pedestrians to walk in the narrow road. The addition of a path will eliminate conflicts between vehicles and pedestrians, while connecting downtown to auxiliary parking further down Old Kyle Rd. The city might address its current lack of parking by partnering with the privately owned lots further down Old Kyle Rd to create

a shared parking scheme, however this is a question that should be addressed in a future downtown or comprehensive plan.

Trail Design Guidelines

The following section outlines in detail the trail design specification for the preserve, to be used in all realigned and future trails. While some aspects of trail design will require on the ground design decisions, this section will identify the typical trail design including:

- Trail surface, width, and maximum grades
- Trailhead gateway and amenity specifications
- Trail barrier materials and concepts

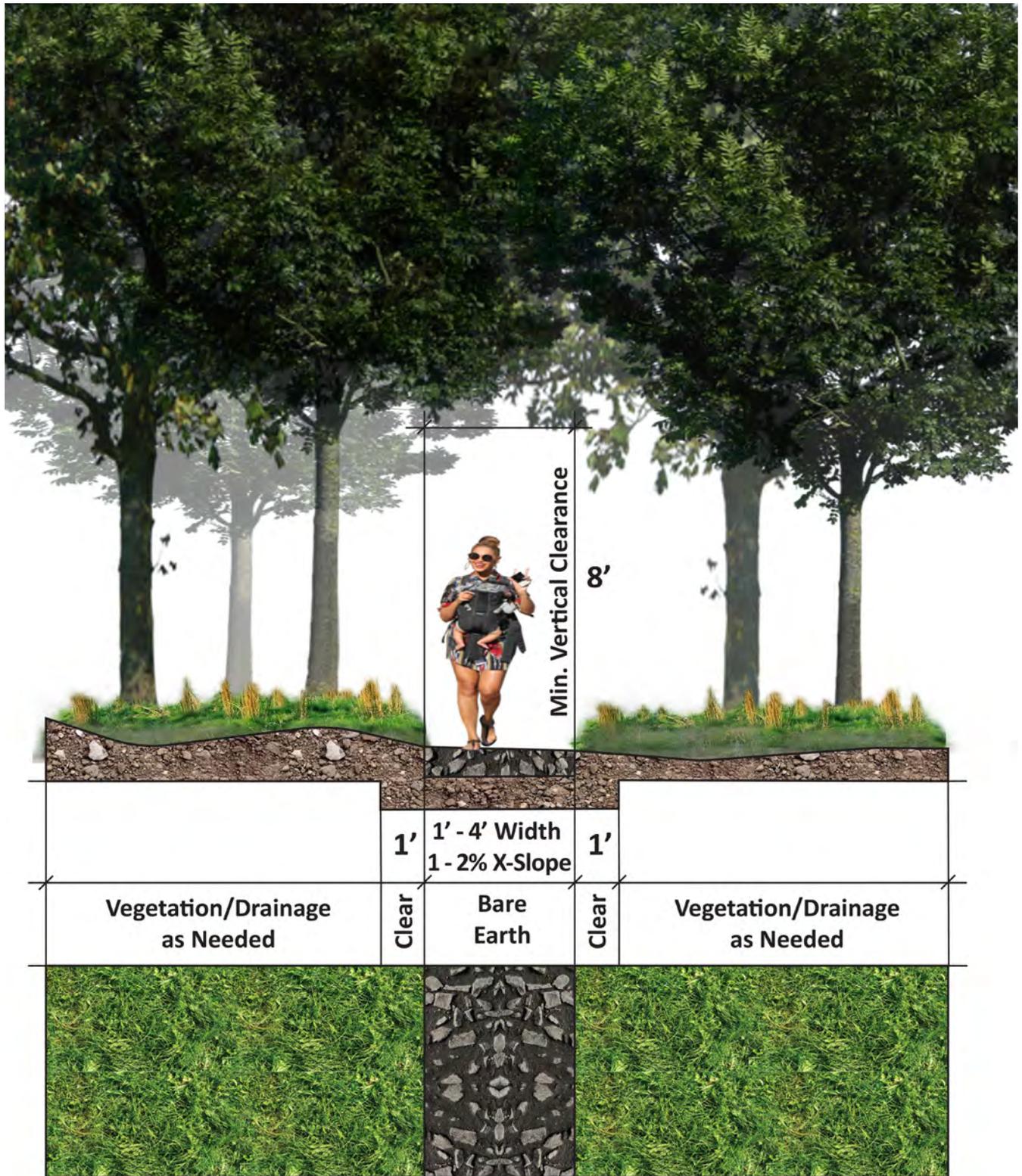
As outlined in the diagram on the next page, and stipulated in the conservation easement, the preserve's trail system should be built to minimize the impact on the preserve's ecology and without any permanent structural improvements.

Accessibility and Erosion

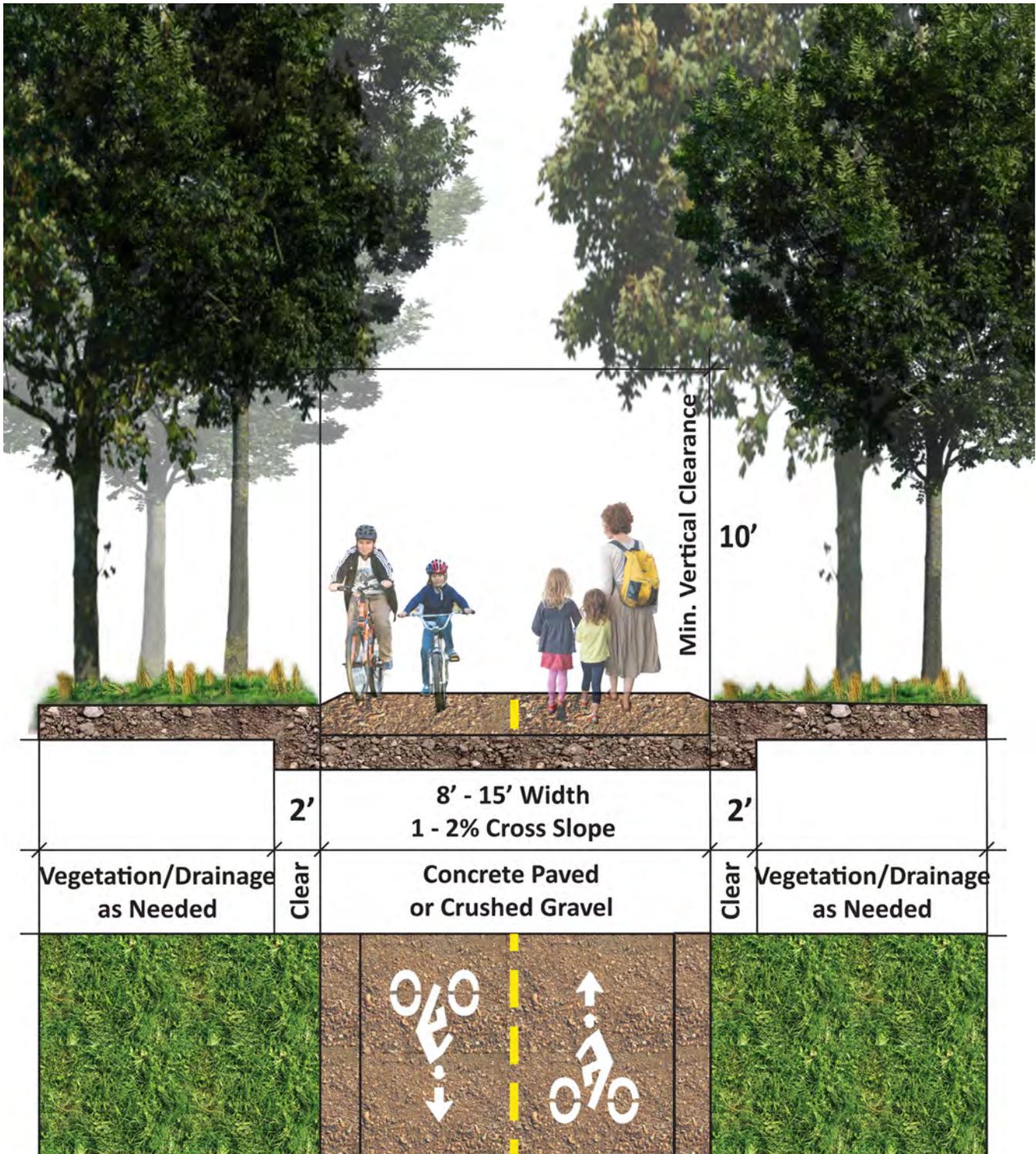
Currently some sections of trail are severely eroded due to poor drainage control. This poses a particular challenge for disabled visitors, where currently the ADA accessible trail section is no longer passable by wheelchair.

In order to minimize erosion and maintain accessibility for the most amount of people, the maximum sustained gradient of any trail should be no steeper than 5%, with a maximum cross-gradient of 2%. Short

Singletrack Trail Design Guidelines



Shared-Use Path Design Guidelines



sections may be steeper if the terrain requires, however they should be balanced with frequent flat rest points.

Additionally, "water bars" and other sustainable trail design techniques should be employed to divert stormwater from the trail alignment into a drainage area.



Natural and Artful Trail Barriers

Due to the Preserve's easement stipulations restricting the installation of permanent elements in preserve, including fencing and railing, creative solutions will have to be employed to prevent visitors from leaving the designated trails. Keeping visitors on the trails is vital to maintaining the ecological integrity of the preserve, as well as protecting the privacy of adjacent landowners.

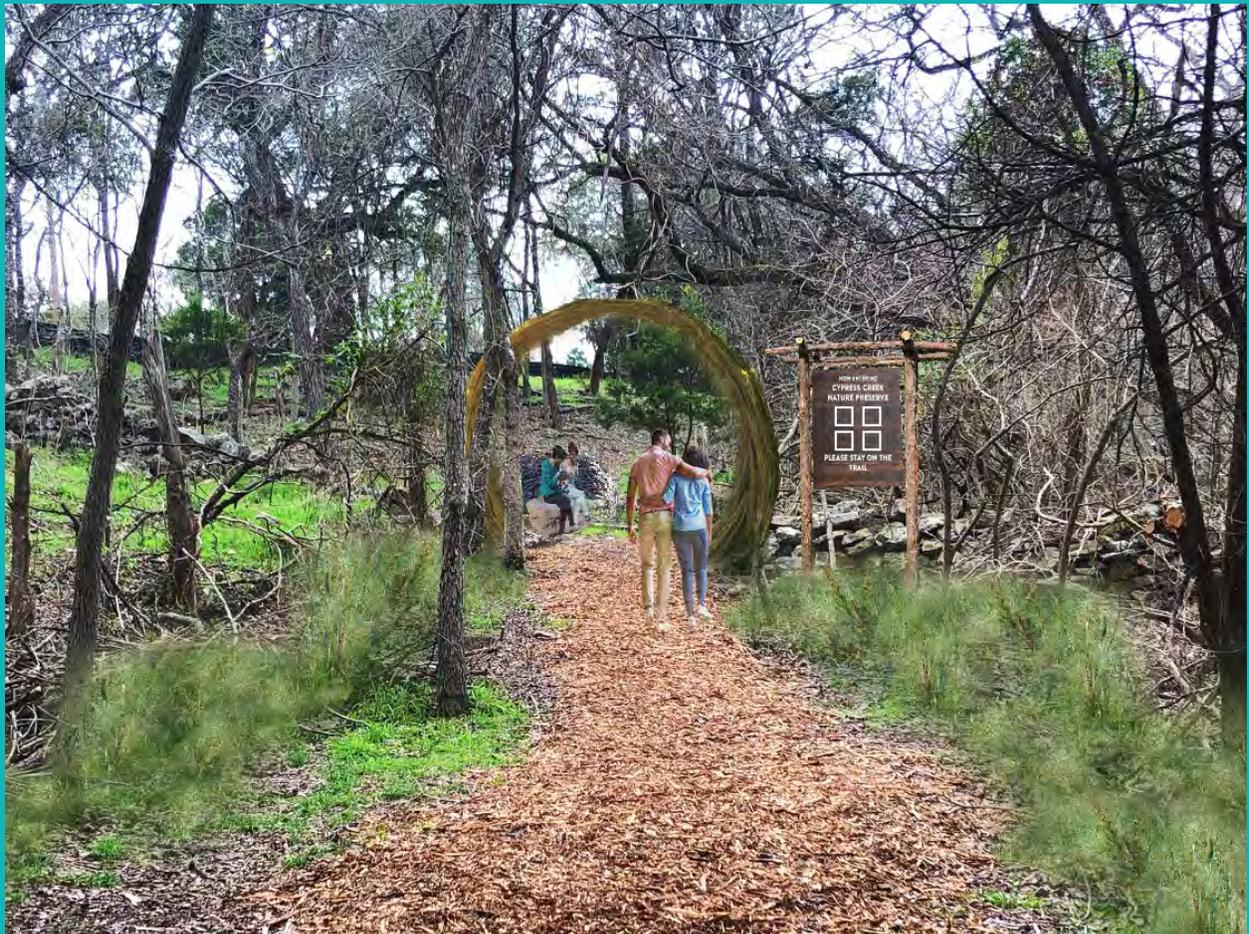
The first and most obvious method to prevent visitors from leave the trail is to simply allow the native grasses, shrubs and trees to regenerate to the point that they are virtually impenetrable to a typical visitor. During times of heavy rain and warm weather, this is hardly difficult, given the rapid rate of growth. However certain areas that have seen significant soil compaction or other degradation may need to be manually planted to restore biodiversity and density.

However, during times of little rain or in the winter, vegetation will go dormant or die, allowing for the easy formation of new social trails and creek access points. IN this case, this plan recommends partnering with WVWA, volunteers and artists to create "Artful Barriers" created with biodegradable, natural materials arranged or woven in such a way to create a whimsical or otherwise artistic temporary sculpture.



These artful barriers have been employed in parks and preserves across the world, gaining popularity due to their minimal to positive impact on the ecology and their aesthetic qualities.

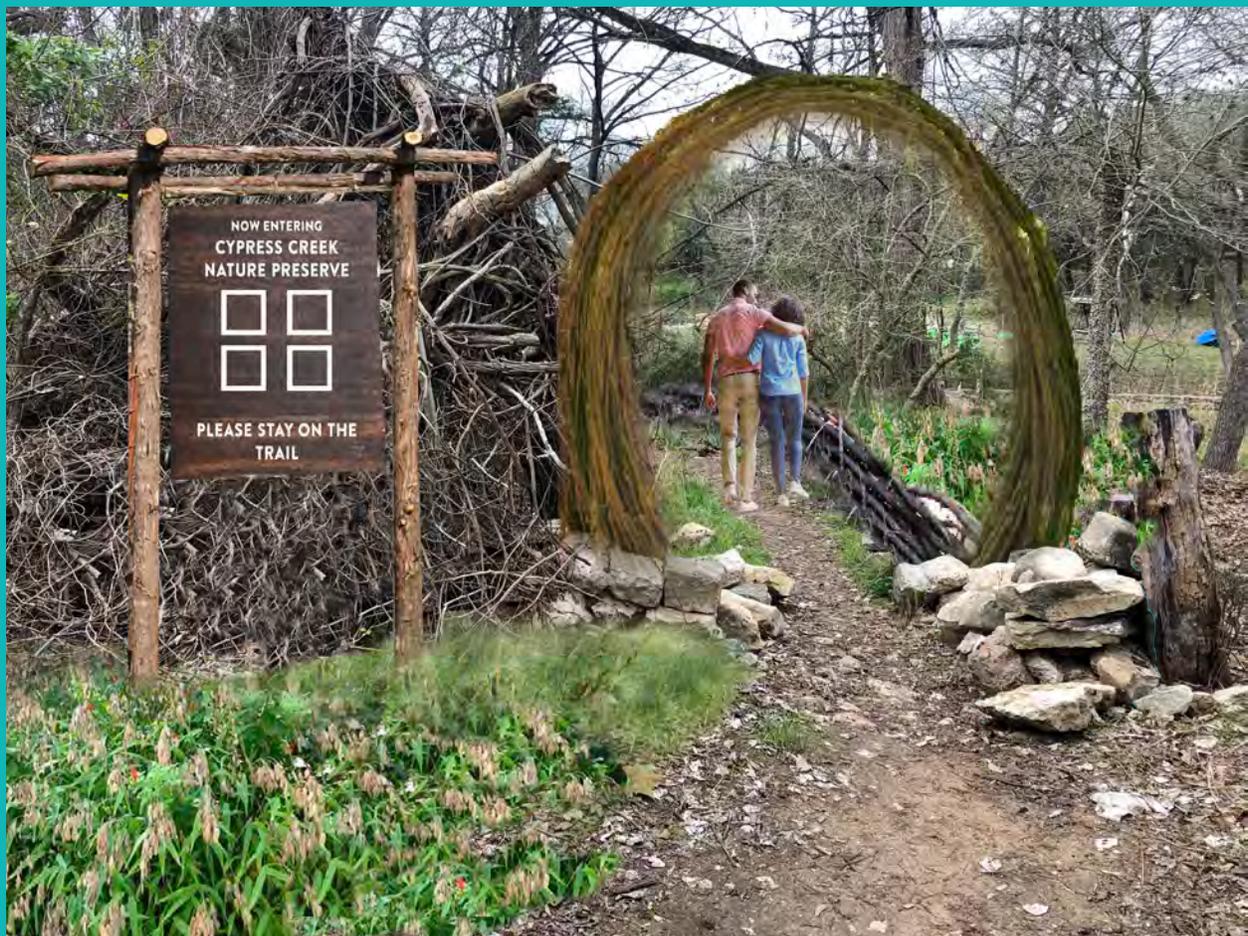
Faultline Trailhead (from Boy Scout Trail)



**Ripples Section,
Creekside Trail
Node**



Creekside Trailhead (from Boy Scout Trail)



**Old Kyle Rd
Shared-Use
Path**

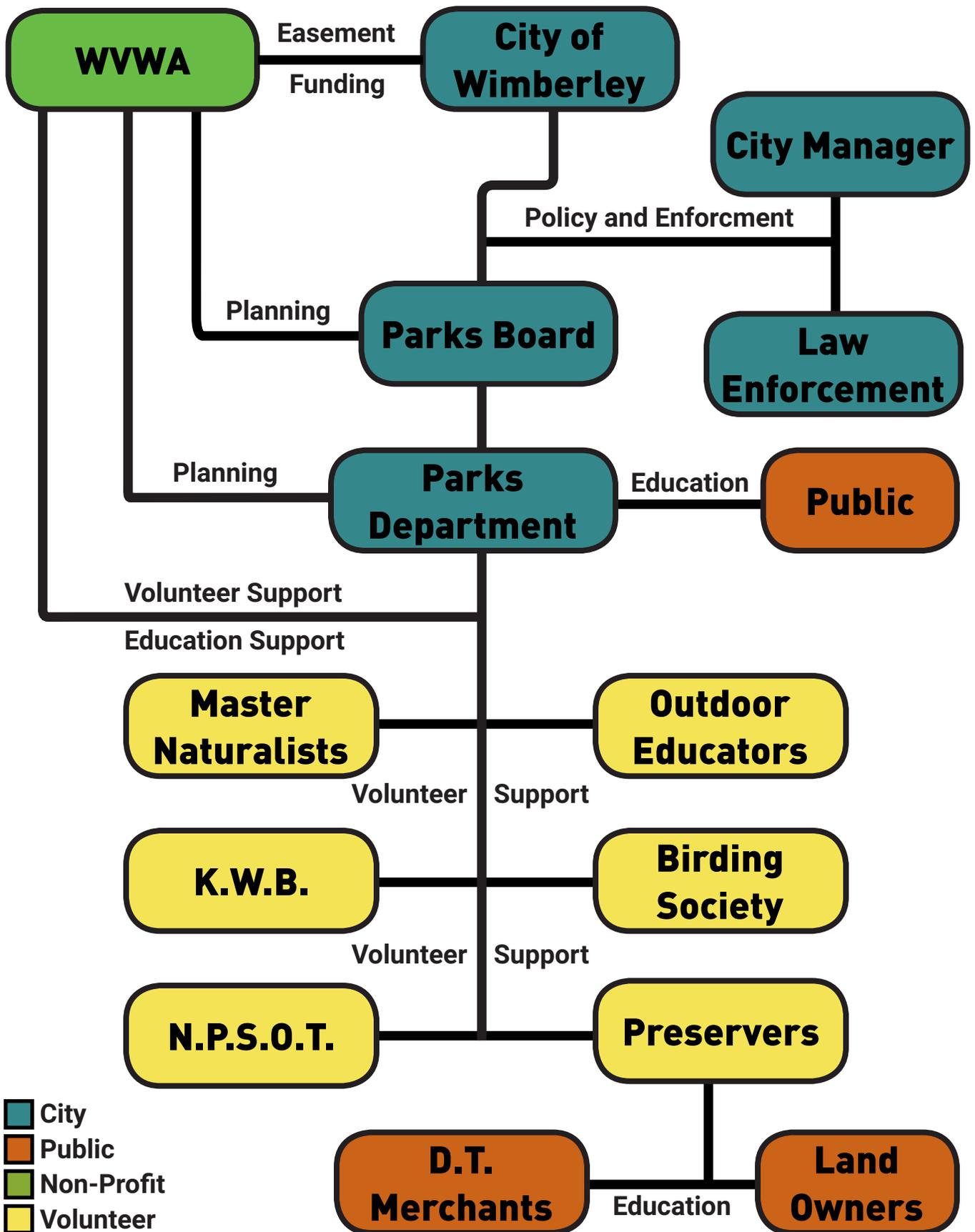


Stewardship Structure

A crucial component to the success of any plan, particularly one with many stakeholders, is a clear understanding of the various roles and responsibilities of each stakeholder. This section identifies the hierarchy and relationships between each stakeholder, including the city, its various departments, WVWA, volunteer organizations, and the public.

The stewardship structure was identified after evaluation of each organization's historic roles and current capacity. The broad strokes of this structure were identified at a stakeholder meeting on Friday, April 19th at the Preserve Pocket Park, pictured below. Specific roles were then fine tuned via correspondence with the various stakeholder groups.





WVWA

- Planning for long-term stewardship and short-term problem solving
- Annual inspect the conservation easement
- Monitors the condition of vegetation, structures, but does not conduct enforcement on day to day basis
- Procures and disseminates funding for upkeep and improvements
- Serve as a conduit for stakeholder groups between the city and the public

City of Wimberley

- Initiates and oversees long-term planning
- Appoints one council member as park liaison
- Assists with funding including capital investments and grant partnership
- Sets agenda and oversees work done by Parks Department
- Coordinates enforcement efforts
- Serve as liaison between WVWA and parks staff, Parks Board
- Receives annual update on preserve including information regarding plants, violations, changes, usage, etc

Wimberley Parks Staff

- Manages day to day maintenance and enforcement priorities
- Directs and collaborates with volunteer organizations maintenance efforts
- Executes masterplan goals and policies

- Coordinates with parks in region to align goals and capacities
- Document changes such as new paths and conducts early mitigation efforts and organizes rapid response to daily changes

Law Enforcement

- Enforces city ordinances and possibly resume daily walk-thru of preserve
- Contributes to the development of protocol for rule breaking in preserve

Hays County Master Naturalists:

Increase Park staff capacity by expanding regular maintenance work done at Blue Hole to the preserve

- Boots on the ground for controlling invasive species and conducting trail maintenance
- Conducts educational tours
- Conducts Plant and animal surveys with Riparian Network), records findings to iNaturalist

Keep Wimberley Beautiful

- Conduct regular maintenance work limited to the Pocket Park
- Provides grants for small projects including restoration work

Outdoor Educators

- Conducts annual educational tours
- Produces and installs seasonal and interpretive signage for kiosk at Pocket Park

- Provides outdoor education curriculum to other groups for free

Preservers

- Supports volunteer and enforcement efforts through rapid response to new trails and maintenance of signage
- Acts as eyes and ears of the preserve by monitoring and reporting on negative activity
- Acts as a liaison to neighboring land owners and businesses
- Will possibly transition to a "Friends of Cypress Creek Nature Preserve" group with expanded role in promoting community pride and stewardship

Wimberley Birding Society

- Conducts occasional birding tours
- Provides advice for interpretive signage and educational materials regarding birds



AGENDA ITEM: Consent Agenda
SUBMITTED BY: Laura Calcote, City Secretary
DATE SUBMITTED: May 13, 2019
MEETING DATE: May 16, 2019

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

- A. Approval of minutes from the Regular City Council Meeting held May 2, 2019.
- B. Approval of minutes from the Special City Council Meeting held May 8, 2019.
- C. Approval of minutes from the Special City Council Meeting held May 14, 2019 at 2:00 p.m.
(These minutes will be sent out separately before the meeting)
- D. Approval of minutes from the Special City Council Meeting held May 14, 2019 at 2:15 p.m.
(These minutes will be sent out separately before the meeting)
- E. Approval of the March 2019 Financial Statements of the City of Wimberley.
- F. Approval of Place One Council Member Rebecca Minnick’s appointment of Teresa Shell to the Planning and Zoning Commission.
- G. Approval of Place Three Council Member Christine Byrne’s reappointment of Peter Lingamfelter to the Planning and Zoning Commission.
- H. Approval of Austin Weeks as the consensus member to the Planning and Zoning Commission.

REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

Budgeted Item

Non-budgeted Item

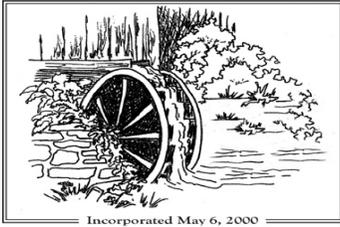
Not Applicable

Original Estimate/Budget: \$

Current Estimate: \$

Amount Under/Over Budget: \$

STAFF RECOMMENDATION



City of Wimberley

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

REGULAR CITY COUNCIL MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER, WIMBERLEY, TEXAS 78676
THURSDAY, MAY 2, 2019 – 5:30 P.M.

MINUTES

CALL TO ORDER

Mayor Susan Jagers called the meeting to order at 5:31 p.m.

CALL OF ROLL

Council Members Present: Susan Jagers Mayor
Mike McCullough Place One
Craig Fore Place Two
Allison Davis Place Three
Gary Barchfeld Place Four
Erik Wollam Place Five

City Staff Present: Shawn Cox City Administrator
Laura Calcote City Secretary
Rebecca Manning Parks Director
Terri Provost Wimberley Community Center Director

INVOCATION

Gary Barchfeld gave the invocation as a citizen.

PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG

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

CITIZENS COMMUNICATIONS

Dwayne Patlyek spoke regarding code violations throughout the City, including notable ones on Rockwall Road and Rhodes Lane. Mr. Patlyek stated City employees were not properly handling ordinance violations and requested an audit of building and septic permits by a third party. There was discussion among City Council members and Mr. Patlyek regarding the potential code violations.

PRESENTATIONS AND POSSIBLE ACTION

A. Presentation and consider possible action to approve the Blues and BBQ Cook Off on Saturday, May 18, 2019. (*Wimberley Merchants Association President Craig Calley*)
Wimberley Merchants Association President, Craig Calley, presented information regarding the upcoming Blues and BBQ Cook Off, scheduled for Saturday, May 18, 2019, from 11:00 a.m. until 7:00 p.m. Mr. Calley requested the City's ongoing support of the event by providing

barricades, restroom maintenance and trash service. There was discussion pertaining to closures on the Wimberley Square and shuttle service for the event.

Motion to support and help sponsor the Blues and BBQ Cook Off on Saturday, May 18, 2019 was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Allison Davis. Motion carried unanimously (5-0).

- B. Presentation and consider possible action to approve the City of Wimberley’s Quarterly Investment Report for the second quarter of Fiscal Year 2019. *(City Administrator Shawn Cox)* City Administrator Shawn Cox presented the City’s Quarterly Investment Report for January through March 2019. The report included investment portfolio summaries, cash summaries, TexPool summaries and CD summaries for each month. Additionally, there was discussion regarding the certificate of deposit.

Motion to approve the City of Wimberley’s Quarterly Investment Report for the second quarter of Fiscal Year 2019 was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (5-0).

CONSENT AGENDA

Motion to vote separately on Consent Agenda Items A and B was made by Council Member Allison Davis. Motion was seconded by Council Member Gary Barchfeld. Motion carried unanimously (5-0).

- A. Approval of minutes from the Regular City Council Meeting held April 18, 2019.

Motion to approve the minutes from the Regular City Council Meeting held April 18, 2019 was made by Council Member Craig Fore. Motion was seconded by Council Member Gary Barchfeld. Motion carried as follows (4-0-1):

Mike McCullough	Aye
Craig Fore	Aye
Gary Barchfeld	Aye
Erik Wollam	Aye
Allison Davis	Abstain

- B. Approval of the February 2019 Financial Statements for the City of Wimberley.

Motion to approve the February 2019 Financial Statements for the City of Wimberley was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (5-0).

CITY ADMINISTRATOR REPORT

City Administrator Shawn Cox updated Council regarding the status of the Central Wimberley Wastewater Project, including line locations, lift station submittals to Alan Plummer Associates, Inc., and Capital Excavation chip seal paving to occur in May. Additionally, there was discussion on the Golden-cheeked Warbler analysis and a Project manager. The current Project Manager, Jim Schoonover, had suffered a heart attack in early March, and would be unable to return to work soon.

Furthermore, Council members and Mr. Cox discussed Mr. Patlyek’s concerns on code violations, the poor road condition at the intersection of Flite Acres and Little Ranches. Council requested the Transportation Advisory Board prioritize the road projects for the remainder of Fiscal Year 2019 and present their recommendations to Council.

PUBLIC HEARINGS AND POSSIBLE ACTION

Hold a public hearing and consider approval of the second and final reading of Ordinance No.

2019-08, amending Chapter 9, Planning and Development Regulations, Article 9.03, Zoning, of the City of Wimberley Code of Ordinances related to bed and breakfast and vacation rental lodging requirements; requiring an annual conditional use permit renewal; amending certain regulations; providing for a penalty not to exceed two thousand dollars (\$2,000.00); providing for a forfeiture of conditional use permit for failure to renew; providing findings of fact; a repealing clause; a savings and severability clause; an effective date; and proper notice of meeting.

There was one citizen comment. Molly Bowen, a current Conditional Use Permit holder for a vacation rental, spoke regarding City Council's actions to "smoke out" short-term rentals (STRs). Ms. Bowen contended the previous short-term rental numbers provided were inaccurate, and the software had shown there were few non-compliant STRs within the City and surrounding area. Ms. Bowen urged Council to table the topic until after the 86th Legislative Session was over later in the month, since the issue had been addressed with several bills filed.

Furthermore, Ms. Bowen addressed the recent disannexation of properties in the City.

Motion to approve the second and final reading of Ordinance No. 2019-08, amending Chapter 9, Planning and Development Regulations, Article 9.03, Zoning, of the City of Wimberley Code of Ordinances related to bed and breakfast and vacation rental lodging requirements; requiring an annual conditional use permit renewal; amending certain regulations; providing for a penalty not to exceed two thousand dollars (\$2,000.00); providing for a forfeiture of conditional use permit for failure to renew; providing findings of fact; a repealing clause; a savings and severability clause; an effective date; and proper notice of meeting was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Craig Fore. Motion carried as follows (4-1):

Mike McCullough	Aye
Craig Fore	Aye
Gary Barchfeld	Aye
Erik Wollam	Aye
Allison Davis	Nay

DISCUSSION AND POSSIBLE ACTION

A. Discuss and consider possible action regarding the fee structure and amount for administrative renewal of conditional use permits. (*Short-Term Rental Review Committee Members Phil Collins and Tomas Palm*)

Short-Term Rental Review Committee Member Phil Collins addressed Council regarding the annual renewal component associated with Ordinance No. 2019-08, and how much the STR software would cost per quarter. There was lengthy discussion among Mr. Collins, Council members and City Administrator Shawn Cox pertaining to the formation and scope of the STR Review Committee, the current non-compliant numbers produced by the software and the annual renewal fee for Conditional Use Permits for STRs. Council Member Craig Fore was not in agreeance with the proposed fee of \$50 per person, not to exceed \$500 annually, and suggested Council wait to set the fee amount until budget season. Council Member Erik Wollam noted he had a compliance concern and was reluctant to ask for an annual renewal fee for STRs.

Motion to postpone setting the fee structure and amount for administrative renewal of Conditional Use Permits for short-term rentals until Fiscal Year 2020 budget season was made by Council Member Allison Davis. Motion was seconded by Council Member Erik Wollam. Motion carried as follows (3-2):

Craig Fore	Aye
Allison Davis	Aye

Erik Wollam	Aye
Mike McCullough	Nay
Gary Barchfeld	Nay

B. Discuss and consider possible action regarding an ordinance adding Article 4.12, Landscaping and Tree Preservation to Chapter 4, Building Regulations of the City of Wimberley Code of Ordinances. *(City Administrator Shawn Cox)*

There was discussion regarding penalty and enforcement for violations to the proposed tree ordinance, as well as landscaping plans for site development. Several Council members agreed the proposed ordinance still needed revising.

No action was taken on this item.

C. Discuss and consider possible action to support the completion of Friends of Blue Hole’s playscape shade canopy project. *(City Administrator Shawn Cox and Parks Director Rebecca Manning)*

Parks Director Rebecca Manning presented the Friends of Blue Hole’s (FOBH) playscape shade canopy project. FOBH had received a \$5,000 grant for the project and would pay the contractor directly for the completion of the project. FOBH requested the City waive all permit fees, accept the contractor, design and project proposal.

Motion to support the completion of Friends of Blue Hole’s playscape shade canopy project and to waive all City permit fees associated with the project was made by Council Member Erik Wollam. Motion was seconded by Council Member Allison Davis. Motion carried unanimously (5-0).

D. Discuss and consider possible action regarding the removal of Bickerstaff Heath Delgado Acosta LLP as legal counsel for the City of Wimberley. *(Place Five Council Member Erik Wollam)*

Motion to remove Bickerstaff Heath Delgado Acosta LLP as legal counsel for the City of Wimberley was made by Council Member Erik Wollam. Motion was seconded by Council Member Craig Fore. Motion carried as follows (4-0-1):

Mike McCullough	Aye
Craig Fore	Aye
Gary Barchfeld	Aye
Erik Wollam	Aye
Allison Davis	Abstain

E. Discuss and consider possible action to engage Denton Navarro Rocha Bernal and Zech, P.C. to handle all on-going litigation for the City of Wimberley. *(Place Five Council Member Erik Wollam)*

Motion to engage Denton Navarro Rocha Bernal and Zech, P.C. to handle all on-going litigation for the City of Wimberley was made by Council Member Erik Wollam. Motion was seconded by Council Member Craig Fore. Motion carried as follows (4-0-1):

Mike McCullough	Aye
Craig Fore	Aye
Gary Barchfeld	Aye
Erik Wollam	Aye
Allison Davis	Abstain

- F. Discuss and consider possible action to authorize the expenditure of \$3,500 with Byrn and Associates to complete the General Land Office survey requirements (*City Administrator Shawn Cox*)

The City would need to complete a General Land Office Application for State Land Use Lease as one of the four conditions for a favorable finding from the Texas Water Development Board's Environmental Review for the Central Wimberley Wastewater Project. The application would be for a ten-year easement/lease for the installation of the wastewater line under Cypress Creek.

Motion to authorize the expenditure of \$3,500 with Byrn and Associates to complete the General Land Office survey requirements was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Craig Fore. Motion carried as follows (4-1):

Mike McCullough	Aye
Craig Fore	Aye
Gary Barchfeld	Aye
Erik Wollam	Aye
Allison Davis	Nay

- G. Discuss and consider possible action to approve Ordinance No. 2019-12, extending the timeframe for existing and new businesses to pump, haul and properly dispose of wastewater effluent prior to the installation of a sanitary sewer system. (*City Administrator Shawn Cox*)

Motion to postpone this item until the next Regular City Council Meeting on May 16th was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (5-0).

- H. Discuss and consider possible action to approve Resolution No. 06-2019, authorizing the Mayor to sign a Franchise Agreement with Wimberley Water Supply Corporation for a non-exclusive franchise to construct, operate and maintain a retail water utility system within the rights-of-way of the City of Wimberley for a term of ten years. (*City Administrator Shawn Cox*)

Motion to approve Resolution No. 06-2019, authorizing the Mayor to sign a Franchise Agreement with Wimberley Water Supply Corporation for a non-exclusive franchise to construct, operate and maintain a retail water utility system within the rights-of-way of the City of Wimberley for a term of ten years was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Allison Davis. Motion carried unanimously (5-0).

- I. Discuss and consider possible action to approve Resolution No. 07-2019, authorizing the Mayor to sign a Franchise Agreement with Aqua Utilities, Inc. DBA Aqua Texas, Inc. for a non-exclusive franchise to construct, operate and maintain a retail wastewater utility system within the rights-of-way of the City of Wimberley for a term of ten years. (*City Administrator Shawn Cox*)

Motion to approve Resolution No. 07-2019, authorizing the Mayor to sign a Franchise Agreement with Aqua Utilities, Inc. DBA Aqua Texas, Inc. for a non-exclusive franchise to construct, operate and maintain a retail wastewater utility system within the rights-of-way of the City of Wimberley for a term of ten years was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (5-0).

- J. Discuss and consider possible action regarding the City's contribution of \$6,017.32 for the construction of a new sign at the Wimberley Community Center. *(City Administrator Shawn Cox)*

The City had previously approved contributing one-third of the cost, in the amount of \$4,666, for the construction of a new sign at the Wimberley Community Center. The bids came in higher than expected, and the City would need to contribute additional funds for signage construction.

Motion to approve the City's contribution of \$6,017.32 for the construction of a new sign at the Wimberley Community Center was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Mike McCullough. Motion carried unanimously (5-0).

- K. Discuss and consider possible action to approve \$4,800 for a new air conditioning unit at the Wimberley Community Center. *(City Administrator Shawn Cox)*

Motion to approve \$4,800 for a new air conditioning unit at the Wimberley Community Center was made by Council Member Craig Fore. Motion was seconded by Council Member Gary Barchfeld. Motion carried unanimously (5-0).

- L. Discuss and consider possible action regarding the Golden-cheeked Warbler assessment provided by Zara Environmental, LLC. *(City Administrator Shawn Cox)*

There was discussion regarding the draft Golden-cheeked Warbler habitat assessment, but no action was taken on this item.

- M. Discuss and consider possible action to reschedule the first Regular City Council Meeting in July. *(City Administrator Shawn Cox)*

Motion to cancel the first Regular City Council Meeting in July was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Craig Fore. Motion carried as follows (4-1):

Mike McCullough	Aye
Craig Fore	Aye
Gary Barchfeld	Aye
Erik Wollam	Aye
Allison Davis	Nay

CITY COUNCIL REPORTS

- A. Announcements – Outgoing Council Members Allison Davis and Mike McCullough were recognized by City Council for their tenure on Council. Both Council members received a plaque for their service to the community.

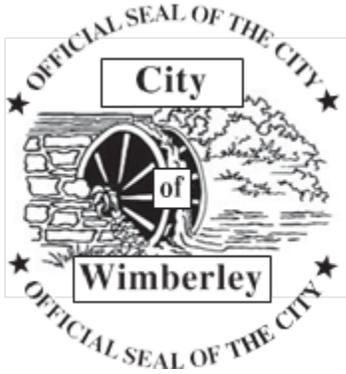
- B. Future agenda items – The Special City Council Meeting for May 8th was discussed. Two items would be placed on the agenda – a Wimberley Planned Development District application and the proposed tree ordinance.

ADJOURNMENT

Motion to adjourn the meeting at 7:51 p.m. was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (5-0).

RECORDED BY:

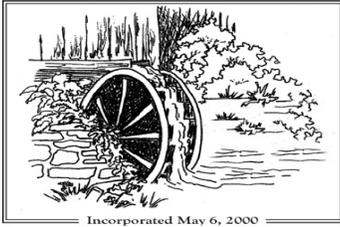
Laura J. Calcote, City Secretary



APPROVED BY:

Susan Jagers, Mayor

DRAFT



City of Wimberley

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

SPECIAL CITY COUNCIL MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER, WIMBERLEY, TEXAS 78676
WEDNESDAY, MAY 8, 2019 – 5:30 P.M.

MINUTES

CALL TO ORDER

Mayor Pro Tem Gary Barchfeld called the meeting to order at 5:35 p.m.

CALL OF ROLL

Council Members Present: Mike McCullough Place One
Craig Fore Place Two
Allison Davis Place Three
Gary Barchfeld Place Four
Erik Wollam Place Five

Council Members Absent: Susan Jagers Mayor

City Staff Present: Shawn Cox City Administrator
Laura Calcote City Secretary
Charlie Zech City Attorney
Sandy Floyd Planning & Development Coordinator/GIS Analyst

PUBLIC HEARING AND POSSIBLE ACTION

Hold a public hearing and consider approval regarding case ZA-19-003, an application for a Wimberley Planned Development District with base zoning of Participant Recreation-Low Impact (PR-1) for property located at 13401 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. (*M & N Meeks, LLC, Applicants*)

Council Member Erik Wollam recused himself from the discussion and vote, due to a conflict of interest.

Applicants Natalie and Matt Meeks presented their application to City Council for a Wimberley Planned Development District (WPDD), in order to correct the zoning designation and expand their hospitality business.

Planning and Development Coordinator/GIS Analyst Sandy Floyd advised 12 letters of opposition and one letter of support within the 200 feet notice area for the WPDD had been received to date. The twenty percent (20%) opposition within 200 feet had triggered the requirement for a super majority vote by City Council to approve the application. The Planning and Zoning Commission had recommended approval of the WPDD at their May 7th Meeting by a 4-2 vote.

Mayor Pro Tem Gary Barchfeld opened the public hearing at 6:05 p.m.

There were three public comments. They were as follows:

1. Steve Thurber stated the WPDD application was problematic for neighboring properties, as shown by the letters of opposition received. Mr. Thurber contended there was an issue with the process, and negotiations were further needed between the City, the applicants and the neighbors before approval of the application.

2. Jimmy Alan Hall, legal counsel for Wimberley Point LTD and Don Amaro, stated he was supportive of the presented plan, but the process was problematic and there were still details to be worked out. Mr. Hall noted that noise to neighboring properties was the biggest issue, and advised his aforementioned clients requested a postponement to the approval vote for the application until after the issues had been addressed.

3. Teresa Shell spoke in support of the WPDD application, and noted she understood the noise concerns of other neighboring properties. She stated the Meeks had done their due diligence in the process.

Mayor Pro Tem Gary Barchfeld closed the public hearing at 6:18 p.m.

There was lengthy discussion between Council members and the Meeks regarding the application, including noise concerns, trespassing concerns, zoning regulations and building phases for the expansion of the business.

Valeri Trahasaki spoke in support of the WPDD application.

Motion to approve case ZA-19-003, an application for a Wimberley Planned Development District with base zoning of Participant Recreation-Low Impact (PR-1) for property located at 13401 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, as amended with the addition of a sound structure, was made by Council Member Craig Fore. Motion was seconded by Council Member Mike McCullough. Motion carried as follows (3-1):

Mike McCullough	Aye
Craig Fore	Aye
Gary Barchfeld	Aye
Allison Davis	Nay

DISCUSSION AND POSSIBLE ACTION

Discuss and consider possible action regarding an ordinance adding Article 4.12, Landscaping and Tree Preservation, to Chapter 4, Building Regulations, of the City of Wimberley Code of Ordinances. *(Place Three Council Member Allison Davis)*

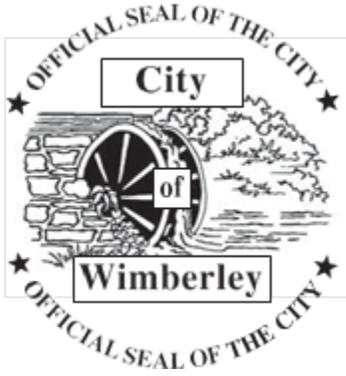
This item was not discussed and no action was taken.

ADJOURNMENT

Motion to adjourn the meeting at 6:49 p.m. was made by Council Member Allison Davis. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (4-0).

RECORDED BY:

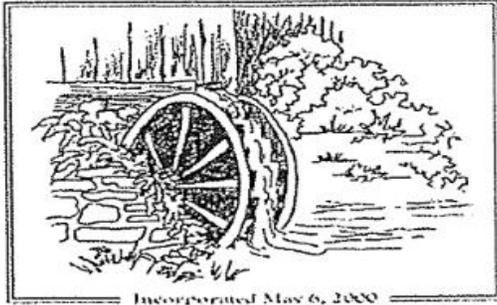
Laura J. Calcote, City Secretary



APPROVED BY:

Susan Jagers, Mayor

DRAFT



CITY OF WIMBERLEY

Summary Financial Statements

Six Months Ended March 31, 2019

City of Wimberley
Balance Sheets
March 31, 2019

	Major Funds					Nonmajor Funds		
	General	Blue Hole	HOT	Wastewater Utility	Wastewater Construction	Municipal Court	BHP Development	FM 2325 Sidwalks
Cash and investments	\$ 1,261,738	391,918	142,212	46,037	2,599,570	6,120	18,769	5,026
Receivables and other	166,041	-	-	618	-	-	-	-
Construction, sinking funds and restricted cash	-	-	-	197,783	531,883	-	-	-
Net investment in fixed assets	-	-	-	816,913	2,021,785	-	-	-
Total Assets	\$ 1,427,779	391,918	142,212	1,061,352	5,153,238	6,120	18,769	5,026
Payables	\$ 100,581	4,982	-	48,259	68,742	1,335	-	-
Debt (old)	-	-	-	219,431	21,385	-	-	-
Debt - TWDB (new)	-	-	-	-	5,498,005	-	-	-
Total Liabilities	100,581	4,982	-	267,690	5,588,132	1,335	-	-
Fund Balance	1,327,198	386,590	142,212	793,662	(434,894)	4,785	18,769	5,026
Total Liabilities and Fund Balance	\$ 1,427,779	391,572	142,212	1,061,352	5,153,238	6,120	18,769	5,026

Note:
Wastewater Funds considered "proprietary funds", and thus includes investment in fixed assets, while other funds do not

City of Wimberley
Revenues and Expenditures - General Fund

Six Months Ended March 31, 2019

	3/31/2019	YTD	2019 Budget	YTD % Budget 50%
<u>Revenues</u>				
Sales taxes	\$ 83,246	478,754	860,000	56%
Mixed beverage tax	\$ -	3,583	9,500	38%
Franchise tax	\$ 11	80,544	278,250	29%
Permit fees	\$ 5,766	37,862	55,750	68%
Grant funds	\$ -	-	-	-
Service fees	\$ 11,402	32,668	50,700	64%
Community Center rental fees	\$ 2,695	26,428	55,000	48%
Other income	\$ 1,725	11,116	4,000	278%
Total Revenues	\$ 104,845	670,955	1,313,200	51%
<u>Expenditures</u>				
Administration	34,728	316,189	806,047	39%
Administration - Legal	17,084	70,984	200,000	35%
Council/Board	1,350	26,075	65,575	40%
Building	4,543	24,985	39,000	64%
Public Safety	4,263	41,842	105,254	40%
Municipal Court	2,560	9,956	-	-
Public Works	15,107	70,397	161,131	44%
Roads	21,489	112,636	253,500	44%
Waste/Wastewater	2,370	15,756	34,000	46%
Community Center	12,501	58,053	136,819	42%
Nature Trail	104	6,920	10,300	67%
Total Expenditures	116,098	753,793	1,811,626	42%
Excess Revenues Over Expenditures	(11,253)	(82,838)	(498,426)	
	\$ (11,253)	(82,838)	(498,426)	

City of Wimberley
Revenues and Expenditures - Blue Hole

Six Months Ended March 31, 2019

	3/31/2019	YTD	2019 Budget	YTD % Budget 50%
<u>Revenues</u>				
Gate fees	\$ 11,245	11,279	341,680	3%
Other fees	5,680	15,820	51,500	31%
Miscellaneous	147	2,167	4,650	47%
Total Revenues	17,072	29,265	397,830	7%
<u>Expenditures</u>				
Wages and benefits	25,968	110,987	276,127	40%
Contract services	492	9,132	18,200	50%
Other	3,244	30,083	83,303	36%
Purchase under reclaimed water agreement	-	-	-	-
Capital Outlay	-	-	20,000	0%
Operating Transfer Out	-	50,000	200,000	25%
Total Expenditures	29,704	200,202	597,630	33%
Excess Revenues Over Expenditures	\$ (12,632)	(170,937)	(199,800)	
Transfer in from General Fund	-	-	101,572	
Net Change in Fund Balance	\$ (12,632)	(170,937)	(98,228)	

City of Wimberley

Revenues and Expenditures - Hotel Occupancy Tax

Six Months Ended March 31, 2019

	3/31/2019	YTD	2019 Budget	YTD % Budget 50%
Revenues				
Hotel Occupancy Tax	\$ -	-	-	-
Interest income	6	36	-	-
Miscellaneous	-	-	-	-
Total Revenues	6	36	-	-
Expenditures				
Wages & Bennifits	-	-	-	-
Other	-	-	-	-
Contract Services	-	2,054	-	-
HOT Disbursements*	10,091	10,091	-	-
General Operating Supplies	-	-	-	-
Capital Outlay	-	-	-	-
Total Expenditures	10,091	12,145	-	-
Excess Revenues Over Expenditures	\$ (10,085)	(12,109)	-	
Transfer in from General Fund	-	-	-	
Net Change in Fund Balance	\$ (10,085)	(12,109)	-	

*\$10,091 included to reverse Journal Entry #6, Pre-Paid Ad. Expense, as requested by Auditors.

City of Wimberley

Revenues and Expenditures - Wastewater Utility Fund

Six Months Ended March 31, 2019

	3/31/2019	YTD	2019 Budget	YTD % Budget 50%
Revenues				
Charges for utility services	\$ 9,898	59,388	117,286	51%
Reclaimed water revenues	-	-	-	
Interest	9	53	-	-
Total Revenues	9,907	59,441	117,286	51%
Expenditures				
Contract Services	-	95,476	268,020	36%
Utilities	676	4,042	7,500	54%
Project Manager	-	45,590	90,000	51%
Other Expenses	-	292	675	43%
Capital Outlay (debt repayment)	-	62,557	31,250	200%
Wastewater Debt Service - Principal	-	-	216,734	0%
Wastewater Debt Service - Interest	-	45,153	89,606	50%
Total Expenditures	676	253,109	703,785	36%
Excess Revenues Over Expenditures	9,230	(193,668)	(586,499)	
Transfer In	-	147,050	501,131	29%
Net Change in Fund Balance	\$ 9,230	(46,618)	(85,368)	

City of Wimberley

Revenues and Expenditures - Wastewater Collection and Treatment Plant

Six Months Ended March 31, 2019

	3/31/2019	YTD	2019 Budget	YTD % Budget 50%
Revenues				
Interest revenues	\$ 110	730	-	-
Investment income	4,092	26,963	-	-
WW Bond Reserve Funds	-	-	-	-
Total Revenues	4,202	27,694	-	-
Expenditures				
Records management	-	(67,354)	-	-
Capital outlay	-	388,520	-	-
Other expenses	-	-	-	-
Total Expenditures	-	321,166	-	-
Excess Revenues Over Expenditures	4,202	(293,473)	-	-
Transfer in from General Fund	-	-	-	-
Net Change in Fund Balance	\$ 4,202	(293,473)	-	-

City of Wimberley

Revenues and Expenditures - Nonmajor Funds

Six Months Ended March 31, 2019

	Municipal Court			BHP Development			FM 2325 Sidewalk		
	3/31/2019	YTD	2019 Budget	3/31/2019	YTD	2019 Budget	3/31/2019	YTD	2019 Budget
Total Revenues	\$ 67	1,364	-	\$ 2	14	18	\$ 0	1	2
Total Expenditures	-	-	-	-	-	-	-	-	-
Excess Revenues Over Expenditures	\$ 67	1,364	-	\$ 2	14	18	\$ 0	1	2
Fund Transfers	-	-	-	-	-	-	-	-	-
Net Change in Fund Balance	\$ 67	1,364	-	\$ 2	14	18	\$ 0	1	2



AGENDA ITEM: City Administrator’s Report
SUBMITTED BY: Shawn Cox, City Administrator
DATE SUBMITTED: May 13, 2019
MEETING DATE: May 16, 2019

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The City Administrator will provide an update to Council on the progress of the Central Wimberley Wastewater Project, including construction progress, expenditures to date, and other updates related to the project. Additionally, updates will be provided on ongoing Code Compliance issues, Sales Tax, and impact of recent weather events.

REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

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

STAFF RECOMMENDATION



AGENDA ITEM: Pump & Haul Ordinance
SUBMITTED BY: Shawn Cox, City Administrator
DATE SUBMITTED: May 13, 2019
MEETING DATE: May 16, 2019

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

On December 7, 2017, the City adopted Ordinance No. 2017-025, which allowed existing and new business in the City to “pump, haul, and properly dispose of wastewater effluent prior to the installation of a sanitary sewer system”. The original ordinance is set to expire on June 7, 2019.

Currently there are 2 properties utilizing pump & haul. There are additional properties that have begun to look into it.

For consideration is the adoption of Ordinance No. 2019-12 which would amend Sec. 12.02.072 – Connection to Sewer System Required, by adding provisions which authorize interim pump and hauls service for existing and new business.

REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

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

STAFF RECOMMENDATION

The City Administrator recommends adoption of Ordinance No. 2019-12.

ATTACHMENTS:

- Ordinance No. 2017-025
- Ordinance No. 2019-12

ORDINANCE NO. 2019-12

AN ORDINANCE OF THE CITY OF WIMBERLEY, TEXAS, AMENDING CHAPTER 12 UTILITIES, ARTICLE 12.02 WATER AND SEWERS, DIVISION 3 SEWER CONNECTIONS AND EXTENSIONS, SECTION 12.02.072 CONNECTION TO SEWER SYSTEM REQUIRED BY ADDING PROVISIONS AUTHORIZING INTERIM PUMP AND HAUL SERVICE FOR EXISTING AND NEW BUSINESSES; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY NOT TO EXCEED TWO THOUSAND DOLLARS

WHEREAS, the City Council of the City of Wimberley (“City Council”) seeks to promote health, safety and general welfare of the citizens of the City of Wimberley (“City”); and

WHEREAS, the City Council seeks to ensure that sewer utility service is adequate and efficient for the citizens of the City; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City Council is authorized to adopt an ordinance that is for the good government, peace or order of the City and is necessary or proper for carrying out power granted by law to the City; and

WHEREAS, pursuant to Texas Local Government Code Section 51.012, the City Council is authorized to adopt an ordinance, not inconsistent with state law, that the Council considers proper for the government, interest, welfare or good order of the City; and

WHEREAS, pursuant to Texas Local Government Code Section 402.001, the City is authorized to purchase, construct and operate utility systems, including sewer systems; and

WHEREAS, the City desires to promote development while ensuring the proper disposal of wastewater effluent and sewer on a temporary basis; and

WHEREAS, the City previously adopted Ordinance No. 2017-025 allowing existing and new businesses that elect to pump, haul and properly dispose of wastewater effluent and sewage produced at the business on a temporary, interim basis while awaiting hookup to a sanitary sewer system will expire on June 7, 2019; and

WHEREAS, the City hereby finds that it is in the best interest of the City and residents to adopt and codify regulations related to interim pump and haul service.

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

Section 1. That Chapter 12 Utilities, Article 12.02 Water and Sewers, Division 3 Sewer Connections and Extensions, Section 12.02.072 Connection to Sewer System Required is hereby amended by adding provisions authorizing interim pump and haul service for existing and new businesses as set forth in the attached Exhibit A.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 3. All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

Section 4. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America and any person who violates any provision of this Ordinance for which no other penalty is provided shall, upon conviction, be subject to penalties as set forth in Section 1.01.009 of the City Code.

Section 5. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 7. This Ordinance shall be effective upon the date of final adoption hereof and any publication required by law.

PASSED AND APPROVED First Reading this 2nd day of May 2019, by a vote of _____ (Ayes), _____(Nays), and ___ (Abstentions)

PASSED AND APPROVED Second Reading this 2nd day of May 2019, by a vote of ____ (Ayes), _____(Nays), and ___ (Abstentions)

Susan Jagers, Mayor

ATTEST:

Laura Calcote, City Secretary

APPROVED AS TO FORM:

City Attorney



EXHIBIT A

Chapter 12 Utilities, Article 12.02 Water and Sewers, Division 3 Sewer Connections and Extensions, Section 12.02.072 Connection to Sewer System Required is hereby amended by adding provisions authorizing interim pump and haul service for existing and new businesses as set forth in bold underscore as follows:

Sec. 12.02.072 Connection to sewer system required

(a) Jurisdiction. This section applies to all properties within the city limits and extraterritorial jurisdiction of the city.

(b) Connection required. All property owners are required to connect their buildings or structures located on the property to the city's sewer system in accordance with the following provisions:

(1) Existing on-site sanitary sewer systems.

(A) Within forty-five (45) days of notice from the city of the availability of the city's sewer system to the public, all property owners that own buildings or properties connected to an on-site sanitary sewer system shall connect to the city's sewer system and shall immediately cease using the on-site sanitary sewer system upon such connection. Such connections shall be made subject to the applicable charges provided by current city requirements.

(B) If the building or property is not connected to the city's sewer system within the time prescribed or operation of the on-site sanitary sewer system is not discontinued, it shall be a violation of this chapter and subject the property owner to the penalties under [section 12.02.065](#) of this code. In addition to the penalties under [section 12.02.065](#), the city administrator may provide written notice to the person owning or having possession or control of the property required to be connected to the city's sewer system. Such notice shall also state that, upon failure of the property owner or occupant to connect to the city's sewer system within thirty (30) days from the date of the notice, the city will connect the property to the city's sewer system, and will charge the cost and expense incurred by the city to connect the property to the city's sewer system to the owner of such property, and that the city may place a lien on such property for those costs and expenses, may institute suit against the owner to collect the costs incurred by the city, or may undertake other measures within the city's authority to recover the costs. The notice provided for in this section shall be in writing and either served personally or sent by letter addressed to the owner of such property at the address of the property, or at the address as identified by the appraisal district.

(2) New connections. The owner of every new building intended for human habitation or occupancy applying for a certificate of occupancy on property within one hundred fifty (150) feet of the city's existing or proposed sewer system or facilities, shall be connected to the city's sewer system in accordance with the city's sewer service and extension ordinances. A separate connection for each house or building on the property requiring service shall be required. All new subdivisions within one hundred fifty (150) feet of the city's existing or proposed sewer system or facilities shall be connected to the city's sewer system in accordance with the city's sewer service

and extension ordinances. If a building or property is to be served by the city's sewer system, the wastewater lines to serve each building or property must be installed before the certificate of occupancy may be issued and the building or property is occupied. Any property owner having installed a new septic system on property within one hundred fifty (150) feet of the city's existing or proposed sewer system or facilities since January 1, 2013 up until the ordinance from which this subsection derives is passed, will be given eight (8) years, since the issuance of their septic permit, to connect to the city's sewer system.

(c) Exception. Owners of new or existing commercial establishments that are not located within one hundred fifty (150) feet of the city's existing or proposed sewer system or facilities at the time they apply for a building permit or certificate of occupancy may file a request with the City to use interim pump and haul service until such time the city's existing or proposed sewer system or facilities are available within one hundred fifty (150) feet in accordance with the following provisions:

(1) Requests must be filed with and approved by the City Sanitarian and City Administrator.

(2) In consideration for the City authorizing the issuance of building permits and certificates of occupancy as provided herein, the property owner, at its sole cost and expense, shall cause wastewater from the property to be pumped and hauled and disposed of in a manner that is compliant with applicable local, state, and federal regulations, and that does not result in any spills, leaks, or detriment to the public health, safety or welfare.

(3) The property owner shall at all times maintain all facilities related to the pump and haul service in good repair and working condition and all wastewater effluent in compliance with applicable law.

(4) The property owner shall contract with a reputable company that holds all licenses required by the state.

(5) The pump and haul shall continue until such time that the city's existing or proposed sewer system or facilities are available within one hundred fifty (150) feet of the subject property.

(6) When the city's existing or proposed sewer system or facilities are available within one hundred fifty (150) feet of a property that is using pump and haul services, the city administrator or designee shall provide written notice to the person owning or having possession or control of the property required to be connected to the city's sewer system that, upon failure of the property owner or occupant to connect to the city's sewer system within thirty (30) days from the date of the notice, the city will connect the property to the city's sewer system, and will charge the cost and expense incurred by the city to connect the property to the city's sewer system to the owner of such property, and that the city may place a lien on such property for those costs and expenses, may institute suit against the owner to collect the costs incurred by the city, or may undertake other measures within the city's authority to recover the costs.

(7) The notice provided for in this section shall be in writing and either served personally or sent by letter addressed to the owner of such property at the address of the property, or at the address as identified by the appraisal district.

ORDINANCE NO. 2017-025

AN ORDINANCE OF THE CITY OF WIMBERLEY, TEXAS, ALLOWING EXISTING AND NEW BUSINESSES TO PUMP, HAUL AND PROPERLY DISPOSE OF WASTEWATER EFFLUENT PRIOR TO THE INSTALLATION OF A SANITARY SEWER SYSTEM.

WHEREAS, the City Council of the City of Wimberley (“City Council”) seeks to promote health, safety and general welfare of the citizens of the City of Wimberley (“City”); and

WHEREAS, the City Council seeks to ensure that sewer utility service is adequate and efficient for the citizens of the City; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City Council is authorized to adopt an ordinance that is for the good government, peace or order of the City and is necessary or proper for carrying out power granted by law to the City; and

WHEREAS, pursuant to Texas Local Government Code Section 51.012, the City Council is authorized to adopt an ordinance, not inconsistent with state law, that the Council considers proper for the government, interest, welfare or good order of the City; and

WHEREAS, pursuant to Texas Local Government Code Section 402.001, the City is authorized to purchase, construct and operate utility systems, including sewer systems; and

WHEREAS, the City desires to promote development while ensuring the proper disposal of wastewater affluent and sewer on a temporary basis.

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

Existing and new businesses that elect to pump, haul and properly dispose of wastewater effluent and sewage produced at the business on a temporary, interim basis while awaiting hookup to a sanitary sewer system would be eligible for a variance from the requirements delineated in this ordinance for on-site sewage facilities. This ordinance shall expire 18 months from the date of passage.

PASSED AND APPROVED this 7th day of December, 2017, by a vote of 5 (Ayes), 0 (Nays), and 0 (Abstentions)



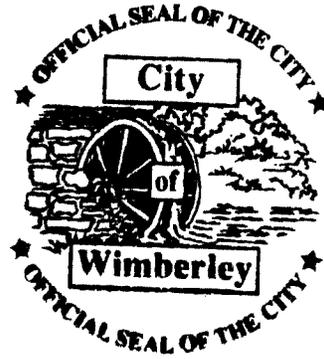
Herschel P. “Mac” McCullough, Mayor

ATTEST:

Laura Calcote
Laura Calcote, City Secretary

APPROVED AS TO FORM:

GBY
City Attorney
Diply





AGENDA ITEM: Field Usage Agreements at Blue Hole Regional Park
SUBMITTED BY: Rebecca Manning
DATE SUBMITTED: 5/7/19
MEETING DATE: 5/16/19

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The Parks Board and Park staff worked together to create a new Field Usage Agreement for Blue Hole Regional Park that was passed by City Council in March 2019. Upon further discussion, the Parks Board recommends adding a seasonal \$200 refundable deposit to ensure protection of the park. The updated agreement can be found in the packet.

REQUESTED ACTION

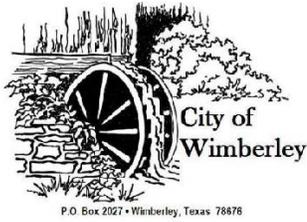
- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

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

STAFF RECOMMENDATION

Staff recommends to approve this item.



BLUE HOLE REGIONAL PARK SOCCER FIELD SEASONAL USAGE AGREEMENT

USER: _____ **VALID DATES:** **AUGUST 2019 – DECEMBER 2019**

ADDRESS: _____
CITY STATE ZIP

POINT OF CONTACT (POC): _____

SECONDARY POINT OF CONTACT (SPOC): _____

EMAIL ADDRESS: _____

POC TELEPHONE: _____ **SPOC TELEPHONE:** _____

NUMBER OF FIELDS REQUESTED: _____ **INTENDED USE:** _____

ESTIMATED PARTICIPANTS: _____

\$200.00 DEPOSIT: DATE PAID _____ **DATE REIMBURSED** _____

RULES AND REGULATIONS APPLICABLE TO ALL USERS

Initial all below to complete agreement.

1. Must be 21 years of age and provide proof of residency to reserve facility. _____
2. A copy of liability insurance with proper address is required with application. _____
3. Alcohol, smoking, illegal drugs, and weapons are prohibited. _____
4. Activities for minors must be properly chaperoned by an adult 21 years of age or older at all times. _____
5. The City reserves the right to inspect premises during an activity. _____
6. The rental group may begin set-up as early as 7:00 am. All activities shall cease and clean-up must be completed at least 15 minutes before dark. _____
7. All trash generated from this activity must be removed from the site or removal fees may apply. Soccer organizations are required to provide all of their own garbage cans and pack out all garbage from field usage. _____
8. City property shall not be removed from premises. _____
9. The City of Wimberley is not responsible for items left on the premises or damage to items or equipment while in use on the premises. _____

10. Damage restitution may be required in the event of damage or trash removal on the property. _____
11. Users shall provide goals and other equipment needed for the intended use. _____
12. Only the fields specified in this agreement may be used for the intended activity. _____
13. The seeding, sodding, or administration of any organic materials must be approved by park management prior to application. _____
14. Placing any sign or banner on park property is prohibited without proper permits. _____
15. The sale of any merchandise, food, or beverages must be approved by park management prior to the sales date. _____
16. Fields must be shared between all youth sports organizations with an agreement with the City of Wimberley, and all scheduling and maintenance of fields must be agreed upon by youth sports organizations. Additional fees may be applied if City staff is utilized for scheduling and additional maintenance. _____
17. Seasonal game schedules must be provided to park staff in writing through email prior to the start-date of the season. _____
18. All smaller goals must be moved to the designated area behind staff maintenance shed within one week of the closing of each season. Large goals may be left but need to be moved to an area of least impact. _____
19. Only benches and goals may be left after field usage – all flags, tents, spray cans, etc. must be removed from the facility within one hour of usage. _____
20. Prior to use of the facilities, user shall provide a Certificate of Insurance in the amount specified below with the City of Wimberley and Blue Hole Regional Park being named as additionally insured. _____
21. The City agrees to continue regular maintenance of fields such as mowing, weed-eating, and pesticide application as needed on fields. _____
22. User agrees to hold harmless and indemnify the City of Wimberley and Blue Hole Regional Park with respect to claim of loss, injury, or damage because of negligence of the user or user’s employees or agency, including damage to park property. _____
23. User agreed that activities will be orderly and lawful and not of a nature to incite others to disorder. _____
24. All organizations need to provide a 501©3 documentation. _____
25. Users shall conform to all policies and procedures established by the City Council and City of Wimberley Parks Department. _____

INSURANCE REQUIRED WITH APPLICATION

All athletic facility use requests require that the group or organization furnish a Certificate of Insurability to show the following:

Commercial General Liability	\$1,000,000	Each Occurrence	Bodily Injury
	\$2,000,000	General Aggregate	Bodily Injury
	\$500,000	Each Occurrence	Property Damage

OR

A combined single limit of \$1,000,000 is required.

Coverage is to include Products Liability, Personal Injury, and Fire Damage Legal Liability. The Certificate shall certify that the policy has been endorsed to name as an additional insured, City of Wimberley, P.O. Box 2027, Wimberley, Texas, 78676 and the Blue Hole Regional Park, 100 Blue Hole Lane, Wimberley, Texas, 78676.

RISK ACKNOWLEDGEMENT/HOLD HARMLESS

I, the undersigned, acknowledge that I am aware of and understand the potential risks associated with being the responsible party for any and all activities conducted during the facility reservation. I and/or the organization being represented further agree that I/we shall indemnify and hold harmless the City of Wimberley, Blue Hole Regional Park, Wimberley Parks Department, City officials, employees, agents and assigns from and against any and all claims, damages, losses, actions, liabilities and expenses, including but not limited to reasonable attorney fees, arising from or in connection with the undersigned's access to and use of the reserved facility.

I understand the stipulations of this reservation and agree to abide by all facility rules and policies. I have reviewed the regulations governing the use of athletic facilities and have been advised of the free use and fee-based policies.

Signature: _____ Print Name: _____

Organization: _____ Date: _____

Please attach copy of liability insurance, 501©3 documentation, and seasonal game schedule



AGENDA ITEM: Grinder Pump at the Blue Hole Regional Park
Playscape Restroom Facility

SUBMITTED BY: Rebecca Manning

DATE SUBMITTED: 5/7/19

MEETING DATE: 5/16/19

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

With the help of local plumbers, Park staff has determined a grinder pump at the Blue Hole Regional Park playscape facility is inoperative and needs to be replaced. Each facility currently has two grinder pumps, only one of which is not working at the playscape restroom. The grinder pumps the park originally had installed have a 10 year life expectancy. The inoperative pump is on year 12. Jim Ward Septic Service was not the lowest quote, but they offered the best warranty and they were referred to us by other plumbers as the specialists on grinder pumps in the Wimberley Valley.

REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

Budgeted Item	<input checked="" type="checkbox"/>	Original Estimate/Budget:	\$2,500
Non-budgeted Item	<input type="checkbox"/>	Current Estimate:	\$2,500
Not Applicable	<input type="checkbox"/>	Amount Under/Over Budget:	\$ 0

STAFF RECOMMENDATION

Staff recommends to approve this item.

JIM WARD SEPTIC SERVICE

P.O. BOX 561 WIMBERLEY, TEXAS 78676

PHONE: 512-848-3203 CELL: 512-845-1420

JWARDSEPTIC@YAHOO.COM

DATE May 2-2019

INVOICE # 3743

CUSTOMER NAME City of Wimberley

ADDRESS 100 Blue Hole Ln. Wimberley, TX

PHONE 512-217-9920 78676

WORK PERFORMED/DESCRIPTION

Install new grinder pump

2500

- 3 yr warranty
- no charge to look
- frequent for grinder pumps
- referred by Hill Country plumbing

PARTS _____

LABOR _____

OTHER _____

TOTAL _____



AGENDA ITEM: PEC Easement
SUBMITTED BY: Sandy I. Floyd
DATE SUBMITTED: 5/9/19
MEETING DATE: 5/16/19

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

This easement request is related to the rebuild and upgrade of the Wimberley Transmission Line. It is also in correlation with a future agenda item regarding vacating Preston Road (to be discussed separately).

REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

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

STAFF RECOMMENDATION

Staff recommends to approve this item.



May 1, 2019

City of Wimberley
12111 Ranch Road 12 Ste 114,
Wimberley, TX 78676

Re: Pedernales Electric Cooperative Wimberley Transmission Line
Rebuild and Upgrade Project Hays County, Texas
Offer to Purchase - Electric Utility Easement in Hays County, Texas

Dear City of Wimberley:

Pedernales Electric Cooperative, Inc. ("PEC") has previously communicated with you regarding its rebuild and upgrade of the Wimberley Transmission Line (the "Project") and its need to acquire easements for this Project across your property in Hays County (the "Property").

Basing the value per square foot on the appraiser's report for the neighboring property, and the actual square footage required for the easement. The value of the easement to be acquired on this Property is \$29,396.87.

At this time, PEC offers to purchase the easement rights described above for \$39,685.77. This amount represents the appraised value described above plus an incentive of 35%. The amount offered does not represent PEC's opinion of the value for the easements to be acquired, but is offered only to assist in expedite the easement acquisition process for this Project.

As an owner of the property, you have the right to:

- (1) discuss this offer or any agreement regarding PEC's acquisition of the easement with others; or
- (2) keep this offer or any agreement reached confidential unless the offer or agreement is subject to Chapter 552, Government Code.

Enclosed also is a copy of the State of Texas Landowner's Bill of Rights prepared by the Office of the Attorney General of the State of Texas which applies to any attempt by the government or a private entity to take your property.

Please contact Jim Spaulding at 830-868-5139 if you have any questions about the Project, the appraisal, or any of the enclosed documents or visit <https://www.pec.coop/reliability/transmission-projects/wimberley-transmission-line-rebuild-upgrade-project/>.

Thank you for your prompt consideration of this offer. PEC is committed to delivering low-cost, reliable and safe energy solutions for the benefit of our members.

Sincerely,



Mr. Brian Gedrich
VP, Engineering

Enclosures:

Real Estate Appraisal Report
State of Texas Landowner's Bill of Rights (Rev. 03/12)
Electric Utility Easement (including Exhibit A Description)
IRS W-9 Form

ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Hays

THAT City of Wimberley, ("Grantor, whether one or more), for and in consideration of ten and No/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC. of Johnson City, Texas, (hereinafter called the "Cooperative"), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD, AND CONVEYED and by these presents does GRANT, SELL, AND CONVEY unto the Cooperative, a perpetual easement and right-of-way (the "Easement") for electric transmission, distribution, and/or communication lines consisting of variable number and sizes of wires, and all necessary or desirable appurtenances including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, cable and fiber optic conductors, props and guys (the "Facilities") at or near the location and along the general course described herein across and upon the following described real property located in Hays County, Texas, to-wit:

See attached Exhibit "A"

Together with the right of ingress and egress over the adjoining property owned by Grantor to or from the Easement for the purpose of constructing, reconstructing, inspecting, patrolling, operating, maintaining, and removing the Facilities; the right to use such portion of the adjoining property owned by Grantor along and adjacent to the Easement as may be reasonably necessary in connection with the construction, maintenance, repair, removal, or replacement of the Facilities, the right to place new, different, larger or additional wire, wires, cable, or fiber option conductors, and to change the sizes thereof; the right to relocate or reconstruct with the same or different type structures and equipment as the structures and equipment originally constructed; the right to remove from the Easement and any adjoining property owned by Grantor all trees and parts thereof, improvements or other obstructions, which endanger, or may interfere with, the efficiency of the Facilities; and the right to place temporary guys, poles, and supporting structures for use in erecting or repairing the Facilities.

It is hereby expressly understood by Grantor, and Grantor hereby covenants, that Grantor will not construct, locate, or cause to be constructed or located, any building or habitable structure within the easement and right-of-way described in Exhibit A attached hereto. The terms "building" and "habitable structure" shall include, but are not limited to, any house, apartment, dwelling, mobile home, garage, out building, equipment shelter, farm or livestock facilities, storage barns, hunting structures, or storage sheds. It is further expressly understood by Grantor, and Grantor further covenants, that Grantor will not construct, locate, or cause to be constructed or located any addition or improvement to any house, apartment, dwelling, mobile home, garage, out building, equipment shelter, farm or livestock facilities, storage barns, hunting structures, or storage sheds, which are located in the vicinity of the easement described in Exhibit A, in such a way that the addition or improvement will be located, either in whole or in part, within the easement described in Exhibit A.

TO HAVE AND TO HOLD the Easement, together with all and singular the rights and appurtenances thereto in any wise belonging unto the Cooperative, its successors and assigns, forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors, and assigns, TO WARRANT AND FOREVER DEFEND all and singular the Easement and rights appurtenant unto the Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor warrants the Grantor is the fee simple record owner of the real property described above, that such real property is not subject to any liens or mortgages, that such real property is not encumbered by any restrictions, easements, covenants, leases or other rights which are in any way conflicting with or inconsistent with the conveyance herein made, and that Grantor has the right and authority to execute this instrument.

It is understood and agreed that the consideration herein paid includes the payment of all construction damages.

WITNESS this _____ day of _____, 20__.

GRANTOR:

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 20____, by,

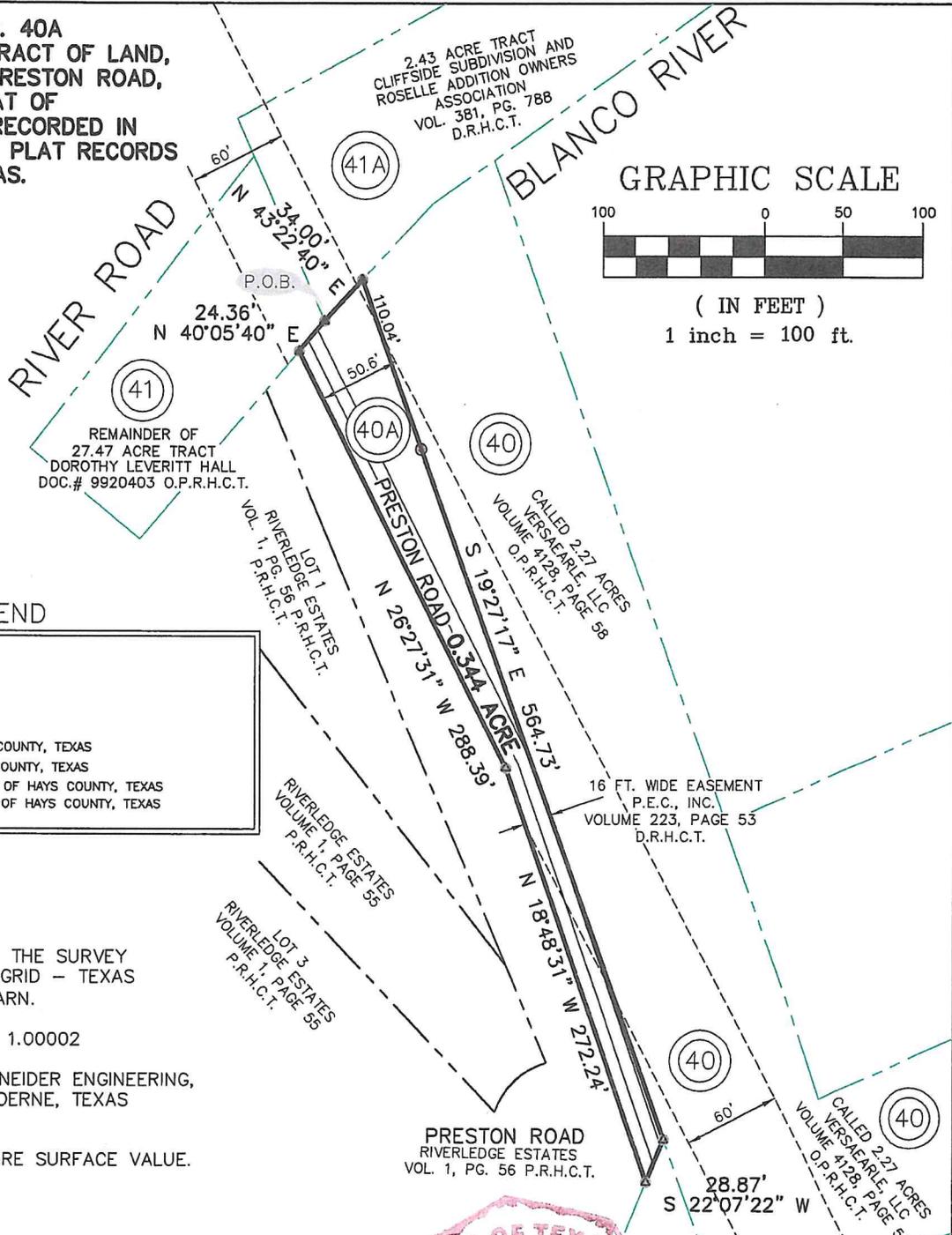
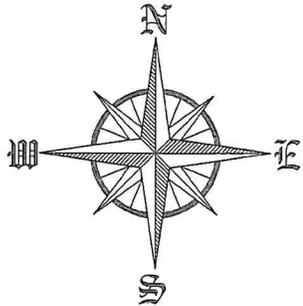
Grantor.

Notary Public, State of Texas

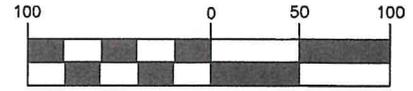
AFTER RECORDING, RETURN TO:

**Kay Jeanes
Pedernales Electric Cooperative, Inc.
P. O. Box 1
Johnson City, Texas 78636**

LL# 40A_EASEMENT NO. 40A
BEING A 0.344 ACRE TRACT OF LAND,
BEING A PORTION OF PRESTON ROAD,
AS SHOWN ON THE PLAT OF
RIVERLEDGE ESTATES, RECORDED IN
VOL. 1, PG. 56 OF THE PLAT RECORDS
OF HAYS COUNTY, TEXAS.



GRAPHIC SCALE



(IN FEET)
 1 inch = 100 ft.

LEGEND

- 1/2-INCH IRON ROD FOUND
 - ⊙ 3/4-INCH IRON PIPE FOUND
 - ⊙ CALCULATED POINT
 - [] RECORD INFORMATION
- D.R.H.C.T. DEED RECORDS OF HAYS COUNTY, TEXAS
 P.R.H.C.T. PLAT RECORDS OF HAYS COUNTY, TEXAS
 O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
 R.P.R.H.C.T. REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS

NOTES:

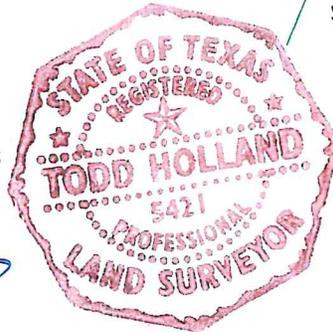
THE BASIS OF BEARINGS FOR THE SURVEY SHOWN HEREON IS LAMBERT GRID - TEXAS CENTRAL ZONE NAD83/93 HARN.

COMBINED SCALE FACTOR OF 1.00002

RESEARCH PROVIDED BY SCHNEIDER ENGINEERING, LTD. 191 MENDER SPRINGS BOERNE, TEXAS 78006

DISTANCES SHOWN HEREON ARE SURFACE VALUE.

I, TODD HOLLAND, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY TO PEDERNALES ELECTRIC COOPERATIVE, INC., THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING JULY AND OCTOBER, 2018, UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THERE ARE NO APPARENT DISCREPANCIES OR DEED LINE CONFLICTS WITH THE DEEDS SHOWN EXCEPT AS SHOWN HEREON.



10-1-18
 DATE
 AMENDED: 04/12/19

Todd Holland
 TODD HOLLAND
 REGISTERED PROFESSIONAL
 LAND SURVEYOR
 NO. 5421, STATE OF TEXAS

HOLLAND
SURVEYING

PROFESSIONAL SURVEYING AND MAPPING SERVICES
 P.O. BOX 1647
 MARBLE FALLS, TEXAS 78654
 830-798-8850 830-598-1285

CLIENT: SCHNEIDER ENGINEERING, LTD.
 HOLLAND #: 2018-032
 DRAWN BY: T. HOLLAND
 PAGE 1 OF 2

EXHIBIT "A"

Exhibit 'A'

EASEMENT NO. 40A
STATE OF TEXAS:
COUNTY OF HAYS:

FIELD NOTES to accompany a survey plat of a 0.344 acre easement out Preston Road, as shown on the plat of Riverledge Estates, a Hays County subdivision according to the plat recorded in Volume 1, Page 56 of the Plat Records of Hays County, Texas, and containing all of a 16 Ft. Wide Easement to Pedernales Electric Cooperative, Inc, recorded in Volume 223, Page 53 of the Deed Records of Hays County, Texas; said 0.344 acre easement being more particularly described by metes and bounds as follows:

BEGINNING at a calculated point, for an angle point in the northwest line hereof, being the north limit of said Preston Road, the east corner of the remainder of that 27.47 acre tract of land, described in a deed to Dorothy Leveritt Hall, recorded in Document No. 9920403 of the Official Public Records of Hays County, Texas, the southwest corner of that 2.43 acre tract of land, described in a deed to the Cliffside Subdivision and Roselle Addition Owners Association, recorded in Volume 381, Page 788 of the Deed Records of Hays County, Texas, and lying in the approximate centerline of the Blanco River;

THENCE N 43°22'40" E, with a north line hereof, being the north limit of said Preston Road, a southeast line of said 2.43 acre tract and down stream with the approximate centerline of said Blanco River, a distance of **34.00** feet, to a calculated point, for the north corner hereof, being the north corner of said Preston Road and the northwest corner of that 2.27 acre tract of land, described in a deed to Versaerle, LLC, recorded in Volume 4128, Page 58 of the Official Public Records of Hays County, Texas;

THENCE S 19°27'17" E, with an east line hereof, being the east line of said Preston Road and the west line of said 2.27 acre tract, passing at a distance of 110.04 feet, a ¾-inch iron pipe found, continuing for a total distance of **564.73** feet, to a calculated point, for the southeast corner hereof, an angle point in the east line of said Preston Road and northwest corner of that 2.25 acre tract of land, described in a deed to Versaerle, LLC, recorded in Volume 4128, Page 58 of the Official Public Records of Hays County, Texas;

THENCE S 22°07'22" W, with the southeast line hereof, being the southeast line of said Preston Road and a northwest line of said 2.25 acre tract, a distance of **28.87** feet, to a calculated point, for the southwest corner hereof and the west limit of said 16 Ft. Wide Easement;

THENCE, crossing through said Preston Road, with the west lines hereof and the west lines of said 16 Ft. Wide Easement, the following two (2) calls:

1. **N 18°48'31" W**, a distance of **272.24** feet, to a calculated point, for and angle point hereof, and
2. **N 26°27'31" W**, a distance of **288.39** feet, to a calculated point, for the northwest corner hereof, lying the north limit of said Preston Road, the south line of the remainder of said 27.47 acre tract and lying in the approximate centerline of said Blanco River;

THENCE N 40°05'40" E, with a north line hereof, being the north limit of said Preston Road, the south line of the remainder of said 27.47 acre tract and down stream with the approximate centerline of said Blanco River, a distance of **24.36** feet, to the Point of Beginning and containing 0.344 acre of land, more or less;

THE BASIS OF BEARING FOR THIS SURVEY IS LAMBERT GRID-TEXAS CENTRAL ZONE NAD 83/93 HARN. DISTANCES SHOWN HEREON ARE SURFACE VALUE.

Todd Holland
Registered Professional Land Surveyor No. 5421
October 1, 2018
Amended: 04/12/2019





Google Earth

© 2018 Google



AGENDA ITEM: Preston Road
SUBMITTED BY: Sandy I. Floyd
DATE SUBMITTED: 5/9/19
MEETING DATE: 5/16/19

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

This item is on the agenda to allow for the vacation, abandonment, and conveyance of Preston Road to the Cristen Carey Daniel Lifetime Trust. The Carey’s and associated families suffered great tragedy from the Memorial Day Flood of 2015. The family is now seeking to rebuild. To provide an increased buildable area in a more elevated location the family requires additional land. Preston Road, platted in 1967 as part of Riverledge Estates, abuts the subject tract. This road, while owned by the City, has not been a utilized means of transportation to anyone except for the Carey family to access their property. (please see plat for location) Sign-offs from neighbors and utility companies have been obtained. An appraisal is not required and it is my request that we donate this property to the applicant.

REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

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

STAFF RECOMMENDATION

Staff recommends to approve this item.

AN ORDINANCE CLOSING, VACATING AND ABANDONING, AND CONVEYING PRESTON ROAD IN THE CITY OF WIMBERLEY, TEXAS; AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A QUIT CLAIM OR DEED WITHOUT WARRANTY.

WHEREAS, the City of Wimberley is an incorporated municipality operating under the general laws of this State; and

WHEREAS, V.T.C.A, Transportation Code Section 311.008 authorizes any such city or town to vacate, abandon and close any street or alley upon a petition of all of the abutting owners on said street or alley; and

WHEREAS, the City of Wimberley is the sole owner of that certain street described as Preston Road lying and being situated between Deercrossing Lane and the Blanco River, in said City, as more fully shown by the plat of record in Volume 1, Page 55, Plat Records of Hays County, Texas.

WHEREAS, the said owners have petitioned the City Council to vacate, abandon and close, and convey said street; and

WHEREAS, the said City Council finds and declares that it is in the best interest of all of the citizens of the City of Wimberley that said street be vacated, closed and abandoned.

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

Section 1. All of that certain street described as Preston Road lying and being situated between Deercrossing Lane and the Blanco River, in said City, as more fully shown by the plat of record in Volume 1, Page 55, Plat Records of Hays County, Texas., is hereby abandoned, vacated and closed. A survey of the property to be abandoned is attached as Exhibit "A."

Section 2. Attached as Exhibit "B" to this ordinance is the application and petition by the landowners requesting abandonment, vacation and closure, and conveyance of said street.

Section 3. A review has been made by the following City departments which have approved the City abandonment/closure of this public right-of-way. Those departments include: the Department of Public Works, the Department of Planning, the Legal Department, the City Administrator and any other City department deemed necessary by the City Council.

Section 4. The owners of the property abutting the portion of the street abandoned, have conveyed easements to the City to cover any public utility lines which may already exist or that may hereafter be laid in the area in question in the future.

Section 5. Said portion of the street is not needed for public purposes and it is in the public interest of the City of Wimberley to abandon said described portion of the street. The

abandonment provided for herein shall extend only to the public right, title and easement in and to the tracts of lands described in this ordinance and shall be construed only to that interest the governing body of the City of Wimberley may legally and lawfully abandon. There is hereby retained in the street right-of-way to be vacated, a permanent easement for all public utilities and utility maintenance vehicles and equipment.

Section 6. The Mayor of the City of Wimberley is hereby authorized and directed to convey by Quit Claim or Deed Without Warranty all of the interest of the City of Wimberley in and to the said street described in Section 1 of this ordinance save all present and future public utility easements to Cristen Carey Daniel Lifetime Trust, the owners of property abutting upon said street.

Section 7. Severability. Should any sentence, paragraph, subdivision, clause, phrase, or section of the Article be adjusted or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance in whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

Section 8. Repealer. The provisions of this Ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent that such inconsistency is apparent. This Ordinance shall not be construed to require or allow any act that is prohibited by any other ordinance.

Section 9. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication as may be required by law.

Section 10. Proper Notice and Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED this 16th day of May, 2019, by a vote of ___(Ayes) to ___(Nays) _____(Abstain) vote of the City Council of the City of Wimberley, Texas.

Mayor

ATTEST:

City Secretary

Approved as to Form:

City Attorney

RIVERLEDGE ESTATES

THE STATE OF TEXAS
 COUNTY OF HAYS KNOW ALL MEN BY THESE PRESENTS:
 That I, Mrs. Mary Ebb, a widow, being the owner of the tract of land shown hereon, same being "Savoy Heights River Front Estates", a subdivision of a portion of the Maso Turner Survey #1 in Hays County, Texas, as shown on a map or plat as recorded in Hays County Deed Records in Volume 150, Pages 2-3, and being conveyed to me by deed of record in Volume 220, Page 212, Hays County Deed Records, do hereby adopt this map or plat as my resubdivision of same, to be known and designated as

"RIVERLEDGE ESTATES"
 and I do hereby dedicate to the public all of the streets and easements shown hereon.
 WITNESS MY HAND this 21 day of November, A. D. 1967.

Mary Ebb
 Mrs. Mary Ebb

STATE OF TEXAS
 COUNTY OF HAYS
 BEFORE ME, the undersigned authority, on this day personally appeared, Mrs. Mary Ebb, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she had executed the same for the purposes and consideration therein expressed.
 GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21 day of November, A. D. 1967.

W. H. Fitzmaurice
 Notary Public and for Hays County, Texas

"In adopting this map or plat the Commissioners Court of Hays County, Texas, does hereby vacate all streets as shown on the plat of 'Savoy Heights River Front Estates' as recorded in Volume 150, Pages 2-3, Hays County Deed Records, and does hereby adopt the streets shown hereon in lieu of same."

"In approving this map or plat by the Commissioners Court of Hays County, Texas, it is understood that the building of all streets, roads and other public thoroughfares shown on this plat, and all bridges and culverts necessary to be placed in such streets, roads and other public thoroughfares, or in connection therewith, shall be the responsibility of the owner and/or the developer of the tract of land covered by this plat, in accordance with plans and specifications prescribed by the Commissioners Court of Hays County, Texas, and the Commissioners Court of Hays County, Texas assumes no obligation to build streets, roads and other public thoroughfares shown on this plat or of constructing any bridges or culverts in connection with same."

THE STATE OF TEXAS
 COUNTY OF HAYS I, Lydell B. Clayton, Clerk of County Court, Hays County, Texas, do hereby certify that on the 30th day of Nov. A. D. 1967, the Commissioners Court of Hays County, Texas, passed an order authorizing the filing for record of this plat and that said order was entered in the minutes of said Court in Book K, Page 622.
 WITNESS MY HAND AND SEAL OF OFFICE this 30th day of November, A. D. 1967.

Lydell B. Clayton
 LYDEL B. CLAYTON
 Clerk, County Court, Hays County, Texas

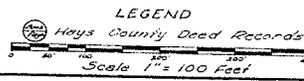
FILED FOR RECORD at 10:30 o'clock A. M. on the 30th day of November, A. D. 1967.

Carrell B. Clayton
 CARRELL B. CLAYTON
 Clerk, County Court, Hays County, Texas

THE STATE OF TEXAS
 COUNTY OF HAYS I, Lydell B. Clayton, Clerk County Court, within and for the County and State aforesaid, do hereby certify that the within and foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 30th day of November, A. D. 1967 at 10:30 o'clock A. M., and duly recorded on the 30th day of November, A. D. 1967 at 2:00 o'clock P. M., in the plat records of said County in Plat Book J, Page 8077.
 WITNESS MY HAND AND SEAL OF OFFICE of the County Court of said County, the date last above written.

Lydell B. Clayton
 LYDEL B. CLAYTON
 Clerk, County Court, Hays County, Texas

FB 427 P 21
 FB 241 P 41-45
PLAN 8077



CURVE DATA

(1)	A = 4090'	A' = 1020'
	T = 24.82'	T' =
	R = 49.91'	R' = 50.00'
	C = 48.94'	C' = 77.82'
	A' = 67.33'	A' = 63.19'

Surveyed Oct 15, 1947 & Feb. 25, 1947
 Metcalfe Engineering Company
 By *Marion O. Metcalfe*
 Marion O. Metcalfe
 Registered Public Surveyor #555
 Austin, Texas

Exhibit "A"

101

APPLICATION FOR THE VACATION OF A PORTION OF
PRESTON ROAD, A PUBLIC (STREET)(ALLEY) IN THE CITY OF
WIMBERLEY, TEXAS.

DATE: 5-13-19

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF WIMBERLEY, TEXAS:

We, the petitioner(s) hereby make application for the vacation, abandonment, and/or closure of a portion of the above named street or alley. Exhibit No. 1 is a copy of the official petition of all of the abutting property owners requesting said closure or abandonment.

We, the petitioner(s) agree to hold the City of Wimberley harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of this request for closure and abandonment.

Exhibit No. 2 is a plat or sketch (drawing) of the street or alley sought to be vacated and also shows: a) the surrounding area to the nearest street in all directions; b) all of the abutting lots; c) the blocks in the addition in which the above described portion of the street is situated; and d) the record owners of each such lots.

By our signature(s) on the petition we agree to pay the costs of the appraisal, title search and survey of the property and the administrative fee. We understand that without the payment of such costs, the City will not proceed with appraisal of the street or alley we are requesting to be abandoned and vacated. We also understand that these costs and fees are not refundable.

Exhibit No. 3 is copies of recorded deeds or a title check performed by a title company showing current ownership of all property contiguous to the area proposed to be abandoned because:

The street has not been used by public
[reason for requesting street closure/vacation] because there is only
one property owner using it, due to street dead ending
at river.

The current street or alley has been and is being used as follows: not being
used by public, but was being
used by Carey family only for
access to lot, property.

Exhibit No. 4 is the consent of all public utilities to the vacation of the street or alley.

Cristen Daniel

Printed Name

Cristen Daniel

Signature

5/13/19

Date

Ted Alan Daniel II

Printed Name

Ted Alan Daniel II

Signature

5/13/19

Date

THE STATE OF TEXAS §
COUNTY OF Travis §

BEFORE ME, the undersigned authority, on this day personally appeared Cristen and Ted Daniel known to me to be a credible person and one of the signers of the foregoing application, and who, after being by me duly sworn, did upon (his)(her) oath state that the information contained in such application is true and correct to the best of (his)(her) knowledge and belief.

Chad Wood
Notary Public, State of Texas

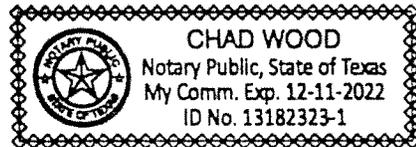


EXHIBIT 1

PETITION FOR STREET OR ALLEY CLOSURE

The undersigned hereby petition for street or alley closure at PRESTON ROAD between DEER CROSSING LANE and BLANCO RIVER. I understand that administrative fees and appraisal and survey costs are to be paid by the petitioner(s) and I also understand that the City will not proceed with the appraisal or the closure unless all these funds are received by the City. I also understand that this fee and costs are not refundable.

After the City notifies the contact person of the appraisal and survey costs, and administrative fees, I understand that we will have 15 days to deliver these sums to the City. Failure to do so will result in the rejection of our petition. No petition signatures older than 6 months will be accepted.

By my signature, I am affirming that I own the property that abuts the street or alley that I am requesting be closed or abandoned.

ADDRESS	NAME (Print)	SIGNATURE	PHONE	DATE
102 DEER CROSSING LN	COLLEEN JUDL	<i>Colleen Judl</i>	[REDACTED]	4/2/2019

Who is the contact person for this request?

Name: Alan & Cristen Daniel
 Address: 6702 Saint Andrews Way, Austin, TX 78746
 Phone: [REDACTED]

Alan and Cristen Daniel
6702 Saint Andrews Way
Austin, TX 78746



To whom it may concern;

Cristen Daniel, on behalf of Cristen Carey Daniel Lifetime Trust, is seeking vacation/abandonment of PRESTON ROAD, adjacent to 100 Deer Crossing Road (see attached Survey).

Respectfully,

A handwritten signature in cursive script, appearing to read 'Cristen Daniel', written over a horizontal line.

Cristen Carey Daniel

Cristen Carey Lifetime Trust

Daniel

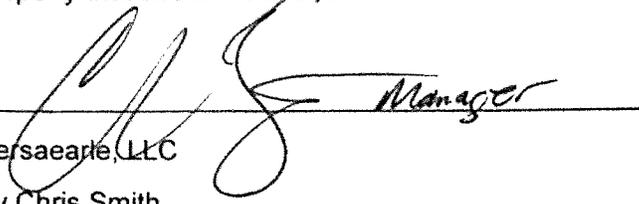
3/6/19

ccD

Alan and Cristen Daniel
6702 Saint Andrews Way
Austin, TX 78746



Please let this letter also serve as a petition with signatures of all persons owning property that abuts the street.



Versaearte, LLC
By Chris Smith

3/6/19

Alan and Cristen Daniel
6702 Saint Andrews Way
Austin, TX 78746



Contact information

Contact Information:

Chris Smith:



EXHIBIT 2
Copy of Plat or Sketch (Drawing) as described in above application.

RIVERLEDGE ESTATES

THE STATE OF TEXAS
 COUNTY OF HAYS KNOW ALL MEN BY THESE PRESENTS:
 That I, Mrs. Mary Bibb, a widow, being the owner of the tract of land shown hereon, same being "Savoy Heights River Front Estates", a subdivision of a portion of the Mass Turner Survey #1 in Hays County, Texas, as shown on a map or plat as recorded in Hays County Deed Records in Volume 150, Pages 2-3, and being conveyed to me by deed of record in Volume 220, Page 272, Hays County Deed Records, do hereby adopt this map or plat as my resubdivision of same, to be known and designated as

"RIVERLEDGE ESTATES"
 and I do hereby dedicate to the public all of the streets and easements shown hereon.
 WITNESS MY HAND this 21 day of November, A. D. 1967.

Mrs. Mary Bibb
 Mrs. Mary Bibb

STATE OF TEXAS
 COUNTY OF HAYS
 BEFORE ME, the undersigned authority, on this day personally appeared, Mrs. Mary Bibb, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she had executed the same for the purposes and consideration therein expressed.
 GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21 day of November, A. D. 1967.

Notary Public
 Notary Public for and for Hays County, Texas

"In adopting this map or plat the Commissioners Court of Hays County, Texas, does hereby vacate all streets as shown on the plat of "Savoy Heights River Front Estates" as recorded in Volume 150, Pages 2-3, Hays County Deed Records, and does hereby adopt the streets shown hereon in lieu of same."

"In approving this map or plat by the Commissioners Court of Hays County, Texas, it is understood that the building of all streets, roads and other public thoroughfares shown on this plat, and all bridges and culverts necessary to be placed in such streets, roads and other public thoroughfares, or in connection therewith, shall be the responsibility of the owner and/or the developer of the tract of land covered by this plat, in accordance with plans and specifications prescribed by the Commissioners Court of Hays County, Texas, and the Commissioners Court of Hays County, Texas, assumes no obligation to build streets, roads and other public thoroughfares shown on this plat or of constructing any bridges or culverts in connection with same."

THE STATE OF TEXAS
 COUNTY OF HAYS I, Lydell B. Clayton, Clerk of County Court, Hays County, Texas, do hereby certify that on the 30th day of November, A. D. 1967, the Commissioners Court of Hays County, Texas passed an order authorizing the filing for record of this plat and that said order was entered in the minutes of said Court in Book K, Page 622.

WITNESS MY HAND AND SEAL OF OFFICE this 30th day of November, A. D. 1967.

Lydell B. Clayton
 Lydell B. Clayton
 Clerk, County Court, Hays County, Texas

FILED FOR RECORD at 10:30 o'clock A. M. on the 30th day of November, A. D. 1967.

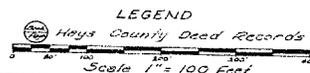
Lydell B. Clayton
 Lydell B. Clayton
 Clerk, County Court, Hays County, Texas

THE STATE OF TEXAS
 COUNTY OF HAYS I, Lydell B. Clayton, Clerk County Court, within and for the County and State aforesaid, do hereby certify that the within and foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 22nd day of November, A. D. 1967 at 10:30 o'clock A.M. and duly recorded on the 23rd day of November, A. D. 1967 at 2:00 o'clock P. M. in the plat records of said County in Plat Book 7, Page 8077.

WITNESS MY HAND AND SEAL OF OFFICE of the County Court of said County, the date last above written.
Lydell B. Clayton
 Lydell B. Clayton
 Clerk, County Court, Hays County, Texas

FB 427 P 41
 FB 241 P 41-45

PLAN 8077



CURVE DATA

①	2-40'00"	2-102'12"
②	7-28'02"	7-
③	R-45'31"	R-39'00"
④	C-48'94"	C-77'80"
⑤	A-62'33"	A-65'19"



Surveyed Oct 15, 1947 & Feb 25, 1967
 Metcalf Engineering Company
 By *M. O. Metcalf*
 Marlon O. Metcalf
 Registered Public Surveyor #555
 Austin, Texas

109

EXHIBIT 3

Copies of recorded deeds or a title check performed by a title company showing current ownership of all property contiguous to the area proposed to be abandoned

DEED

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THAT Colleen Marie Judd of Hays County, Texas (hereinafter referred to as "Grantor") for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration in hand paid by Colleen Marie Judd, Trustee (such Trustee hereinafter referred to as "Grantee") of the COLLEEN M. JUDD REVOCABLE TRUST (the "Trust"), such Trust having been established under that certain revocable Trust Agreement dated March 25, 2002, by and between Colleen Marie Judd, as Grantor, and Colleen Marie Judd, as Trustee, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee, all of Grantor's interest in and to the real property together with all improvements situated thereon described on the attached Exhibit "A" (such interest is hereinafter referred to as "Subject Property").

Grantor does hereby convey the Subject Property together with all rights, titles and interests of Grantor in and to any roads, easements, streets and rights-of-way within, adjoining, adjacent or contiguous to the Subject Property, and all condemnation awards, reservations and remainders, and together with each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the Subject Property. The term Subject Property shall refer to and include the property described in this paragraph.

The conveyance made hereby, and the warranties made hereunder, are made by Grantor and accepted by Grantee subject to the following matters, to the extent same are in effect at this time: any and all restrictions, covenants, conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in Hays County, Texas, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasi-governmental authorities, if any, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current

survey of the Subject Property.

TO HAVE AND TO HOLD the Subject Property, to the extent conveyed hereby, subject to the terms and provisions contained herein, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's heirs, executors, administrators, personal representatives, successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's heirs, executors, administrators, personal representatives, successors and assigns to warrant and forever defend all and singular the Subject Property, to the extent conveyed hereby, unto Grantee and Grantee's heirs, executors, administrators, personal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Following the conveyance made by this deed, the COLLEEN M. JUDD REVOCABLE TRUST shall own all of the Subject Property.

Taxes for the current year have been prorated and are assumed by Grantee.

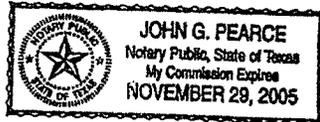
EXECUTED on March 25, 2002.

Colleen Marie Judd
Colleen Marie Judd, Grantor

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Colleen Marie Judd, known to me to be the person whose name is subscribed to the foregoing instrument as Grantor, and acknowledged to me that such Grantor executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on March 25, 2002.



John G. Pearce
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Notary's printed name: John G. Pearce
My commission expires: 11/29/05

ADDRESS OF GRANTEE:

Colleen Marie Judd, TRUSTEE
102 Deer Crossing Lane
Wimberley, Texas 78676

AFTER RECORDING RETURN TO:

John G. Pearce
Attorney at Law
107 R.R. 620 South, Suite 114
Austin, Texas 78738

EXHIBIT "A"

All of Lot No. Two (2), Riverledge Estates, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 1, Page 55-56, Hays County Plat Records.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Mar 26, 2002 at 03:21P

Document Number: 02008192

Amount 15.00

Lee Carlisle
County Clerk
By
Patricia Lackey, Deputy
Hays County

I, ELAINE H. CARDENAS, COUNTY CLERK,
HAYS COUNTY, TEXAS, do hereby certify that this is
a true and correct copy as same appears of record
in my office. Witness my hand and seal of office on:



04/02/2019
ELAINE H. CARDENAS
HAYS COUNTY CLERK
BY DEPUTY

Sally Krutzger

5
2382

WARRANTY DEED

215240

THE STATE OF TEXAS |
COUNTY OF HAYS |

KNOW ALL MEN BY THESE PRESENTS: THAT,

700 687

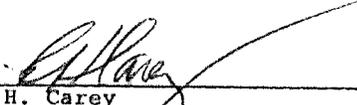
We, R. H. CAREY and wife, KATHLEEN SUE McNEIL CAREY joining in to convey her community property interest, of Corpus Christi, Nueces County, Texas, hereinafter referred to as "Grantors", for and in consideration of the love and affection which we have and bear unto and toward our daughter, have GRANTED AND CONVEYED, and by these presents do GRANT AND CONVEY unto our daughter's trust, the CRISTEN LAUREN CAREY IRREVOCABLE 2503(C) TRUST hereinafter referred to as "Grantee", of Corpus Christi, Nueces County, Texas, the following described real property located in Hays County, Texas, more particularly described as follows, to-wit:

An undivided 20% interest in Lot One (1) of RIVERLEDGE ESTATES, a Subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 1, Page 55, of the Plat Records of Hays County, Texas;

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made and accepted subject to any and all easements, conditions and restrictions, if any, relating to the hereinabove described real property, to the extent and only to the extent that the same may still be in force and effect, shown of record in the office of the County Clerk of Hays County, Texas, and to all zoning laws, regulations and ordinances of Municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described real property and to outstanding mineral reservations of record and to taxes for the current and subsequent years.

EXECUTED on this the 22nd day of December, 1988.



R. H. Carey



Kathleen Sue McNeil Carey

MAILING ADDRESS OF GRANTEE:
CRISTEN LAUREN CAREY
IRREVOCABLE 2503(c) TRUST
Michael Laurence McNeil, Trustee
29 Hewitt
Corpus Christi, TX 78404

RECORDED
1988 JUN 11 PM 11 27

Real Property Records
Hays County Texas

NOW, THEREFORE, in consideration of the premises, Cristen C. Daniel, as Independent Executor of the Estate of Ralph H. Carey, Deceased, and as Independent Executor of the Estate of Sue McNeil Carey, Deceased (together the "Grantor"), hereby RELEASES AND DISTRIBUTES, subject to the matters herein set forth, to Cristen Carey Daniel, as trustee of the Cristen Carey Daniel Lifetime Trust ("Grantee"), the following described real property located in Hays County, Texas:

All of Lot Number One (1) of RIVERLEDGE ESTATES, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 1, Page 55, Hays County Plat Records (the "Property");

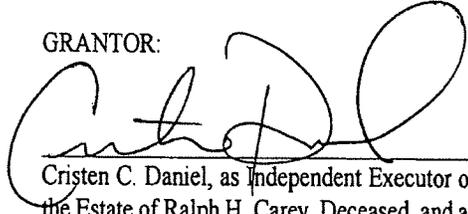
TO HAVE AND TO HOLD the Property, subject to the matters herein set forth, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the matters herein set forth, unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

The Property is subject to the following:

1. Taxes and assessments on the Property becoming due and payable after the date of this Deed, the payment of which is assumed by Grantee.
2. Any and all existing leases covering oil, gas, or other minerals and all outstanding royalty and mineral interests in and to the oil, gas, and other minerals situated in, on, or under the Property, to the extent the same are valid and still in force and effect.
3. All statutes, ordinances, regulations, and laws of any municipality or other governmental authority having jurisdiction of the Property.
4. The rights of parties in possession, if any.

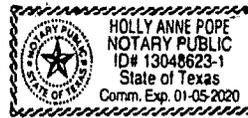
DATED: April 4, 2017.

GRANTOR:



Cristen C. Daniel, as Independent Executor of the Estate of Ralph H. Carey, Deceased, and as Independent Executor of the Estate of Sue McNeil Carey, Deceased

THE STATE OF TEXAS §
§
COUNTY OF Hays §



This instrument was acknowledged before me on 4. 4., 2017, by Cristen C. Daniel, as Independent Executor of the Estate of Ralph H. Carey, Deceased, and as Independent Executor of the Estate of Sue McNeil Carey, Deceased.



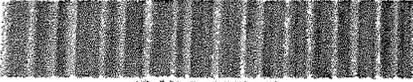
Notary Public, State of Texas

Grantee's Address:
Cristen Carey Daniel, as Trustee of
the Cristen Carey Daniel Lifetime Trust
6702 Saint Andrews Way
Austin, Texas 78746

After Recording, Return To:
Matthew R. Rodriguez
Davis, Hutchinson & Wilkerson, L.L.P.
802 N. Carancahua, Suite 1500
Corpus Christi, Texas 78401



Hays County
Liz Q. Gonzalez
County Clerk
San Marcos, Texas 78666



10 2013 13022359

Instrument Number: 2013-13022359

As

Recorded On: July 05, 2013

OPR RECORDINGS

Parties: VERSAEARLE LLC

Billable Pages: 11

To BLANCO NATIONAL BANK

Number of Pages: 12

Comment:

(Parties listed above are for Clerk's reference only)

** Examined and Charged as Follows: **

OPR RECORDINGS	56.00
Total Recording:	56.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number: 2013-13022359
Receipt Number: 341659
Recorded Date/Time: July 05, 2013 01:06:43P
Book-Vol/Pg BK-OPR VL-4684 PG-217
User / Station: O Martinez - Cashiering #5

INDEPENDENCE TITLE
PO BOX 727
WIMBERLEY TX 78676



State of Texas
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped herein and was recorded on the volume and page of the record records of Hays County, Texas

Liz Q. Gonzalez
Liz Q. Gonzalez, County Clerk

15/ITC/JIM/ 1314432-WIM

NOTICE OF CONFIDENTIALITY RIGHTS: 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.

DEED OF TRUST

DATE: June 13, 2013

GRANTOR: VersaEarle, LLC, a Texas Limited Liability Company

GRANTOR'S MAILING ADDRESS: 5883 Hartson, Kyle
Hays County, Texas 78640

TRUSTEE: DEAN C. MYANE

TRUSTEE'S MAILING ADDRESS: P. O. Box 787, Blanco, Texas 78606

LENDER: THE BLANCO NATIONAL BANK

LENDER'S MAILING ADDRESS: P. O. Box 1869, Wimberley
Hays County, Texas 78676

NOTE: one (1)

Date June 13, 2013

Amount: SEVENTY-TWO THOUSAND AND NO/100 DOLLARS (\$72,000.00)

Borrower: VersaEarle, LLC, a Texas Limited Liability Company

Lender: THE BLANCO NATIONAL BANK

Final Maturity Date: June 15, 2018

Terms of Payment: as therein provided

PROPERTY (including any improvements):

TRACT ONE: BEING 2.25 acres of land, more or less, out of the AMASA TURNER SURVEY, Hays County, Texas, as more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes; AND

TRACT TWO: BEING 2.27 acres of land, more or less, out of the AMASA TURNER SURVEY, Hays County, Texas, as more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein for all purposes; AND

TOGETHER WITH that certain thirty (30') foot wide non-exclusive access easement more particularly described by metes and bounds in Exhibit "C" attached hereto and incorporated herein for all purposes;

PRIOR LIENS (including recording information): None

OTHER EXCEPTIONS TO CONVEYANCE AND WARRANTY:

None, except those of record.

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this Deed of Trust shall have no further effect, and Lender shall release it at Grantor's expense.

GRANTOR'S OBLIGATIONS

Grantor agrees to:

1. Keep the property in good repair and condition;
2. Pay all taxes and assessments on the property before delinquency, not authorize a taxing entity to transfer its tax lien on the Property to anyone other than Lender, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
3. Defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
4. Maintain all insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lender, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lender at least ten days before the expiration of the Required Insurance Coverages;
5. Obey all laws, ordinances, and restrictive covenants applicable to the Property;
6. Keep any buildings occupied as required by the Required Insurance Coverages;
7. If any lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
8. Notify Lender of any change of address.

LENDER'S RIGHTS

1. Lender or Lender's mortgage servicer may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the note are used to pay any debt secured by prior liens, Lender is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Lender may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the property insurance proceeds available to Grantor for repairs.
4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.
5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any sums so paid, including attorney's fees plus interest on those amounts from the dates of payment at the rate stated in the note for matured, unpaid amounts. The amount to be reimbursed shall be secured by this Deed of Trust.
6. If default exists in payment of the Obligation or performance of Grantor's obligations and the default continues after any required notice of default and the time allowed to cure, Lender may:
 - a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
 - b. exercise Lender's rights with respect to rent under the Texas Property Code as then in effect;
 - c. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
 - d. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.
7. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

TRUSTEE'S RIGHTS AND DUTIES

If directed by Lender to foreclose this lien, Trustee will---

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Liens and to Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;
3. from the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure, including a commission to Trustee bid;
 - b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor;
 - d. to Grantor, any balance, and
 - e. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

GENERAL PROVISIONS

1. If any of the property is sold under this Deed of Trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceeding under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this Deed of Trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Lender all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the property.
8. Grantor collaterally assigns to Lender all present and future rent from the Property and its proceeds. Grantor warrants the validity and enforce ability of the assignment. Grantor will apply all rent to payment of the Obligation and performance of this deed of trust, but if the rent exceeds the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If a default exists in payment of the Obligation or performance of this deed of trust, Lender may exercise Lender's rights with respect to rent under the Texas Property Code as then in effect. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies.
9. Interest on the debt secured by this Deed of Trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received

under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

10. When the context requires, singular nouns and pronouns include the plural.
11. The term *note* includes all extensions, modifications, and renewals.
12. This Deed of Trust binds, benefits, and may be enforced by the successors in interest of all parties;
13. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower;
14. Grantor and each surety, endorser, and guarantor of the Obligation waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, and (f) notice of protest.
15. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.
16. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.
17. The term *Lender* includes any mortgage servicer for Lender.
18. Grantor represents that this Deed of Trust and the note are given for the following purposes;

The note renews and extends the balance that Grantor owes on a prior note in the original principal amount of \$35,200.00, which is dated June 3, 2011, executed by VersaEarle, LLC, and payable to the order of THE BLANCO NATIONAL BANK, secured by Deed of Trust of even date recorded in Volume 4128, Page 69 of the Official Public Records of Hays County, Texas. Grantor acknowledges that the lien securing the prior note is valid, that it subsists against the property and that by this instrument it is renewed and extended in full force until the note secured by this Deed of Trust is paid. Said Note and the liens securing same have been transferred to Beneficiary.

The Note represents \$ 38,212.87, in cash that, at Grantor's request, Beneficiary advanced to the Grantor.

If Grantor transfers any part of the Property without Beneficiary's prior written consent, Beneficiary may declare the Obligation immediately payable and invoke any remedies provided in this deed of trust for default. If the Property is residential real property containing fewer than five dwelling units or a residential manufactured home, this provision does not apply to (a) a subordinate lien or encumbrance that does not transfer rights of occupancy of the Property; (b) creation of a purchase-money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a co-Grantor; (d) grant of a leasehold interest of three years or less without an option to purchase; (e) transfer to a spouse or children of Grantor or between co-Grantors; (f) transfer to a relative of Grantor on Grantor's death; (g) a transfer resulting from a decree of a dissolution of marriage, a legal separation agreement, or an incidental property settlement agreement by which the spouse of Grantor becomes an owner of the Property; or (h) transfer to an inter vivos trust in which Grantor is and remains a beneficiary and occupant of the Property.

In the event that any portion of the lien is found not to be valid as against the homestead, all payments under the note shall be first applied to that portion which is declared to be invalid as against the homestead.

This Deed of Trust also secures payment of any debt that Grantor may subsequently owe to Beneficiary; when it accrues, any such future debt will bear interest at the rates provided in the Note, will be payable to Beneficiary at the same place provided in the Note, and in all respects will be deemed a part of the debt secured by this Deed of Trust.

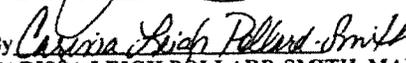
Grantor hereby acknowledges and agrees that the Trustee, and any Substitute Trustee, under this Deed of Trust has no fiduciary relationship with Grantor and in fact, has no responsibilities with regard to Grantor other than to act in compliance with the applicable law in conducting any foreclosure sale under this Deed of Trust. Grantor further acknowledges and agrees that Grantor has not hired or employed the Trustee; moreover, Grantor has no objections to the hiring or employment of the Trustee, or any Substitute Trustee, by Noteholder.

Grantor warrants and represents no "hazardous material" as defined below, presently exists or previously existed on the property and that no portion of the property has or will be used for collection, storage, or handling of such hazardous material. "Hazardous Material" as used herein means "hazardous substance", "pollutant or contaminant" and "petroleum", and "natural gas liquids" as those terms are defined and used in Section 101 of CERCLA. Grantor shall notify Trustee and Beneficiary in the event any hazardous materials are used, stored, or otherwise become associated with the property and agree to remove or clean up such hazardous materials. Beneficiary shall have the right at all times for environmental testing and Grantor agrees to indemnify Trustee and Beneficiary for any and all losses incurred by Trustee or Beneficiary in connection with hazardous materials on or associated with the property.

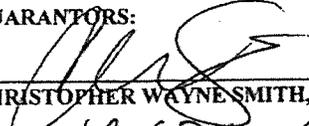
THE NOTE SECURED BY THIS DEED OF TRUST IS PAYABLE IN FULL ON JUNE 15, 2018. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE BANK YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN, EVEN IF YOU OBTAIN REFINANCING FROM THE SAME BANK.

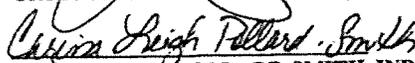
VersaEarle, LLC

By 
CHRISTOPHER WAYNE SMITH, MANAGER

By 
CARISSA LEIGH POLLARD-SMITH, MANAGER

GUARANTORS:

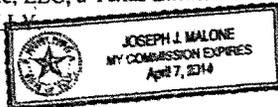

CHRISTOPHER WAYNE SMITH, INDIVIDUALLY

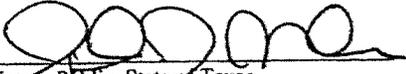

CARISSA LEIGH POLLARD-SMITH, INDIVIDUALLY

STATE OF TEXAS)

COUNTY OF HAYS)

This instrument was acknowledged before me on the 13TH day of June, 2013, by CHRISTOPHER WAYNE SMITH AND CARISSA LEIGH POLLARD-SMITH, MANAGERS of VersaEarle, LLC, a Texas Limited Liability Company, on behalf of said entity and INDIVIDUALLY.

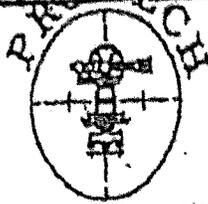



Notary Public, State of Texas

AFTER RECORDING RETURN TO:
The Blanco National Bank
P. O. Box 1869
Wimberley, Texas 78676

PREPARED IN THE LAW OFFICE OF:
Dean C. Myane
P. O. Box 787
Blanco, Texas 78606

100 E. San Antonio St. Suite 100
San Marcos, Tx 78666



512/353-3335
FAX 512/396-0714

**ENGINEERING
GROUP**
INCORPORATED

FIELD NOTE DESCRIPTION
OF A SURVEY OF
2.25 ACRES OF LAND
OUT OF THE
AMASA TURNER SURVEY
HAYS COUNTY, TEXAS

1119 825

BEING 2.25 ACRES OF LAND OUT OF THE AMASA TURNER SURVEY, HAYS COUNTY, TEXAS, SAME BEING A PORTION OF THAT 6.82 ACRE TRACT OF LAND CONVEYED TO EARLE PEARSON BY BLANCO BEND DEVELOPMENT COMPANY BY DEED DATED JANUARY 29, 1973, AND RECORDED IN VOLUME 258, PAGE 383, HAYS COUNTY DEED RECORDS, AND A PORTION OF THAT TRACT OF LAND DESCRIBED AS TRACT 2, AS CONVEYED TO CATHERINE BRUNSON FARRINGTON BY JOHN EDWARD FARRINGTON BY DEED DATED MAY 21, 1954, AND RECORDED IN VOLUME 168, PAGE 297, HAYS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING at an iron stake found in fence for the north corner of the tract herein described, same being the north corner of the said Pearson 5.82 acre tract, and on the east line of Deer Crossing Lane as shown on the plat of Riverledge Estates, a subdivision of record in Book 1, Page 56, Hays County Plat Records, same being the west line of that tract of land conveyed to A.E. Pearson by Inez McNeill Butler, et. al, by deed dated February 2, 1871, and recorded in Volume 241, Page 658, Hays County Deed Records;

THENCE, leaving the said Deer Crossing Lane, with fence, the west line of the said Butler to Pearson tract, and an east line of the said Pearson 5.82 acre tract, S 18° 14' E, 115.08 feet to an iron stake found at a fence corner post for a re-entrant corner of the tract herein described, same being the southwest corner of the said Butler to Pearson tract, and the northwest corner of the said Farrington tract;

THENCE, leaving the said Pearson 5.82 acre tract with fence, the south line of the said Butler to Pearson tract, and the north line of the said Farrington tract, N 71° 48' E, at 128.36 feet passing the centerline of a Proposed 30 foot Access Easement, and continuing on, in all, 144.88 feet to an iron stake found at a fence corner post for the northeast corner of the tract herein described, same being the northeast corner of the said Farrington tract, and a northwesterly corner of that 164.5 acre tract of land conveyed to Ralph R. Nelson by Karl Marley Dobie by deed dated November 1, 1866, and recorded in Volume 208, Page 366, Hays County Deed Records;

THENCE, leaving the said Butler to Pearson tract, with fence, the east line of the said Farrington tract, and a west line of the said Nelson 164.5 acre tract, the following courses, numbered (1) through (4):

- (1) S 06° 34' W, 58.53 feet to a fence post;
- (2) S 02° 42' E, 168.83 feet to a 10 inch live Oak tree in fence;

Exhibit "A"

1119 826

(3) S 08° 05' E, 62.65 feet to an 8 inch Cedar tree in fence;

(4) S 12° 37' E, 80.57 feet to an iron stake with an aluminum cap marked "Pro-Tech Eng 2218" set for the southeast corner of the tract herein described;

THENCE, leaving fence and the said Nelson 154.5 acre tract, N 88° 11' 03" W, at approximately 59.9 feet, more or less, passing the common line between the aforementioned Pearson 5.82 acre tract and the said Fertington tract, at approximately 61 feet, more or less passing an overhead power line, and continuing on, in all, 355.53 feet to an iron stake with an aluminum cap marked "Pro-Tech Eng 2219" set in fence on the west line of the said Pearson 5.82 acre tract, the east line of the aforementioned Deer Crossing Lane for the southwest corner of the tract herein described;

THENCE, with fence, the east line of the said Deer Crossing Lane, and the west line of the said Pearson 5.82 acre tract, the following courses, numbered (5) and (6):

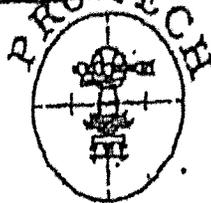
(5) N 16° 12' 31" E, 227.46 feet to an iron stake found;

(6) N 23° 58' 13" E, at 32.18 feet passing an iron stake with an aluminum cap marked "Pro-Tech Eng 2219" set on the centerline of the aforementioned Proposed 30 foot Access Easement, at approximately 220 feet, more or less, passing the aforementioned overhead power line, and continuing on, in all, 222.44 feet to the POINT OF BEGINNING, containing 2.25 acres of land. Prepared from Public Records and surveys made July 1974, March 1981, May 1984, and August 1984.

By 
Kelly Kilber, Registered Professional Land Surveyor Number 2218


JEANETTE RAMSEY
PEARSON ESTATE PARTITION
EOW 13874
PLAN NO. 5127
FNF 8817
225ACR.D00

100 E. San Antonio St. Suite 100
San Marcos, Tx 78666



512/53-3115
FAX 512/396-0274

**ENGINEERING
GROUP**
INCORPORATED

1119 827

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

BEING 2.27 ACRES OF LAND OUT OF THE AMASA TURNER SURVEY NO. 1, HAYS COUNTY, TEXAS, SAME BEING A PORTION OF THAT 4.8 ACRE TRACT OF LAND DESCRIBED AS TRACT 1, AND A PORTION OF THAT 0.30 ACRE TRACT OF LAND DESCRIBED AS TRACT 2, AS CONVEYED TO A. E. PEARSON BY INEZ McNEILL BUTLER, ET AL, BY DEED DATED FEBRUARY 1, 1871, AND RECORDED IN VOLUME 241, PAGE 668, HAYS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING at an iron stake found at a fence corner post for the southwest corner of the tract herein described, same being the southwest corner of the said Pearson 4.8 acre tract, the northwest corner of that tract of land described as Tract 2, as conveyed to Catherine Brunson Farrington by John Edward Farrington by deed dated May 21, 1854, and recorded in Volume 159, Page 297, Hays County Deed Records, the northeast line of that 5.82 acre tract of land conveyed to Earle Pearson by Blanco Bend Development Corporation by deed dated February 2, 1873, and recorded in Volume 256, Page 383, Hays County Deed Records;

THENCE, leaving the said Farrington tract, with fence, the west line of the said Pearson 4.8 acre tract, the east line of the said Pearson 6.62 acre tract, N 18° 14' W, at 116.08 feet passing an iron stake found at a north corner of the said Pearson 6.62 acre tract, same being the east corner of Deer Crossing Lane, as shown on the plat of Riverledge Estates, a subdivision of record in Book 1, Page 55, Hays County Plat Records, at 188.42 feet passing an iron stake found at the north corner of the said Deer Crossing Lane, same being a southeast corner of Preston Road, as shown by the said Riverledge Estates, at 559.14 feet passing an iron stake found in a rock ledge, and continuing on, in all, 873.18 feet to the approximate centerline of the Blanco River, for the northwest corner of the tract herein described, same being the northwest corner of the said Pearson 4.8 acre tract, and being the most northerly corner of the said Preston Road;

THENCE, leaving the said Riverledge Estates and the said Preston Road, with the approximate centerline of the said Blanco River, and the north line of the said Pearson 4.8 acre tract, N 53° 54' E, 107.17 feet to the most northerly corner of the tract herein described;

THENCE, leaving the approximate centerline of the said Blanco River and the north line of the said Pearson 4.8 acre tract, S 18° 14' E, at 184.12 feet passing an iron stake with an aluminum cap marked "Pro-Tech Eng 2218" set on the south bank of the Blanco River, same being in the east line of the tract herein described, and continuing on, in all, 417.65 feet to an iron stake with an aluminum cap marked "Pro-Tech Eng 2218" set;

1119 828

THENCE, S 88° 56' 58" W, 2.28 feet to an iron stake with an aluminum cap marked "Pro-Tech Eng 2219" set for a re-entrant corner of the tract herein described;

THENCE, S 18° 14' E, 181.13 feet to an iron stake with an aluminum cap marked "Pro-Tech Eng 2219" set for a re-entrant corner of the tract herein described;

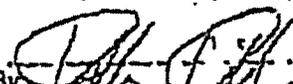
THENCE, N 66° 56' 56" E, at 183.18 feet passing the centerline of a proposed 30 foot Access Easement, at 219.01 feet passing the common boundary between the said Pearson 4.6 acre tract and the aforementioned Pearson 0.30 acre tract, and continuing on, in all, 248.74 feet to an iron stake with an aluminum cap marked "Pro-Tech Eng 2219" set in fence for the most easterly northeast corner of the tract herein described, same being on the east line of the said Pearson 0.30 tract and the west line of that 164.5 acre tract of land conveyed to Ralph R. Nelson by Karl Manley Doble by deed dated November 1, 1955, and recorded in Volume 208, Page 355, Hays County Deed Records;

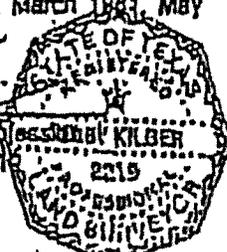
THENCE, with fence, the east line of the said Pearson 0.30 acre tract and the west line of the said Nelson 164.5 acre tract, S 22° 44' E, 105.85 feet to an iron stake found at a fence corner post for the southeast corner of the tract herein described, same being the southeast corner of the said Pearson 0.30 acre tract, and a re-entrant corner of the said Nelson 164.5 acre tract;

THENCE, continuing with fence, the northwest line of the said Nelson 164.5 acre tract, and the southeast line of the said Pearson 0.30 acre tract, the following courses numbered (1) and (2):

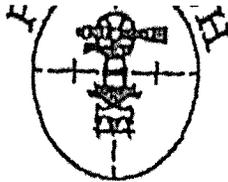
(1) S 35° 00' W, 35.88 feet to an iron stake found at a fence corner post, same being the southwest corner of the said Pearson 0.30 acre tract, the southeast corner of the aforementioned Pearson 4.6 acre tract;

(2) S 71° 48' W, at 182.28 feet passing an iron stake found at a corner fence post, at a westerly corner of the said Nelson 164.5 acre tract and the northeast corner of that tract of land described as Tract 2, as conveyed to Catherine Brunson Farrington by John Edward Farrington by Deed Dated April 21, 1954 and recored in Volume 150, Page 287, Hays County Deed Records; at 188.81 feet passing the centerline of the aforementioned proposed 30 foot Access Easement, and continuing on with the north line of the said Farrington tract, in all, 327.17 feet to POINT OF BEGINNING, containing 2.27 acres of land. Prepared from Public Records and surveys made July 1878, March 1881, May 1994, and August 1994.

By 
Kelly Kilber, Registered Professional Land Surveyor Number 2219



JEANETTE RAMSEY
PEARSON ESTATE PARTITION
EO # 15874
PLAN NO. 6127
FNF 8814
227ACR.DOC



**ENGINEERING
GROUP**
INCORPORATED

1119 829

FIELD NOTE DESCRIPTION
OF THE CENTERLINE OF
A 30 FOOT WIDE ACCESS EASEMENT
OUT OF THE
AMASA TURNER SURVEY
HAYS COUNTY, TEXAS

BEING A 30 FOOT WIDE ACCESS EASEMENT, 15 FEET ON EACH SIDE OF THE CENTERLINE LINE HEREIN DESCRIBED, OUT OF THE AMASA TURNER SURVEY, HAYS COUNTY, TEXAS, BEING OVER A PORTION OF THAT 5.82 ACRE TRACT OF LAND CONVEYED TO EARLE PEARSON BY BLANCO BEND DEVELOPMENT COMPANY BY DEED DATED JANUARY 28, 1973, AND RECORDED IN VOLUME 256, PAGE 383, HAYS COUNTY DEED RECORDS, OVER A PORTION OF THAT TRACT OF LAND DESCRIBED AS TRACT 2, AS CONVEYED TO CATHERINE BRUNSON FARRINGTON BY JOHN EDWARD FARRINGTON BY DEED DATED MAY 21, 1954, AND RECORDED IN VOLUME 159, PAGE 287, HAYS COUNTY DEED RECORDS, AND OVER A PORTION OF THAT TRACT OF LAND CONVEYED TO A. E. PEARSON BY INEZ McNEILL BUTLER, ET AL, BY DEED DATED FEBRUARY 2, 1971, AND RECORDED IN VOLUME 241, PAGE 689, HAYS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING at an iron stake with an aluminum cap marked "Pro-Tech Eng 2219" set under a fence on the west line of the said Pearson 5.82 acre tract, for the west terminus of the herein described centerline same being the east line of Deer Crossing Lane as shown by the plat of Riveredge Estates, a subdivision of record in Book 1, Page 66, Hays County Plat Records, and from which an iron stake found for the north corner of the said Pearson 5.82 acre tract bears N 23° 59' 13" E, 180.28 feet;

THENCE, leaving the said Deer Crossing Lane, the following courses numbered (1) through (7):

1. N 76° 22' 43" E, 85.53 feet;
2. N 88° 52' 21" E, at approximately 43 feet, more or less, passing under an overhead power line, at approximately 44.62 feet, more or less, passing the common line between the said Pearson 5.82 acre tract and the said Farrington tract, and continuing on, in all, 50.72 feet;
3. N 70° 02' 58" E, 101.88 feet;
4. N 08° 34' 00" E, at approximately 48 feet, more or less, passing under an overhead power line, at approximately 49 feet, more or less, passing the common line between the said Farrington tract and the said Butler to Pearson tract, and continuing on, in all, 61.28 feet;
5. N 46° 10' 18" E, 142.92 feet;

1110 830

0. N 14° 24' 21" E, 67.62 feet;

7. N 16° 29' 38" W, 181.90 feet to an iron stake with an aluminum cap marked "Pro-Tech Eng 2210" set, the north terminus of the centerline herein described and from which the north corner of the Pearson 5.82 acre tract bears S 39° 29' 43" W 358.00 feet, being a 30 foot wide Access Easement, containing 0.47 acres of land. Prepared from Public Records and surveys made July 1975, March 1981, May 1984, and August 1984.

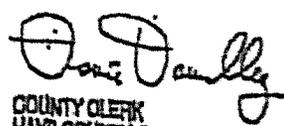
By 
Kelly Kilber, Registered Professional Surveyor
Land Surveyor Number 22187-2219


JEANETTE RAMBEY
PEARSON ESTATE PARTITION
EO 13674
PLAN 5127
FNF 8811
30FTESMT.DOC

STATE OF TEXAS
COUNTY OF HAYS
I hereby certify that this instrument was FILED on
the date and at the time stamped herein by me and was duly
RECORDED, in the Volume and Page of the Record RECORDS
of Hays County, Texas, as indicated hereon by me.

DEC 19 1994




COUNTY CLERK
HAYS COUNTY, TEXAS

FILED FOR RECORD
DOC# 374749-03250-1
1994
FRONTS DANNIELLEY
HAYS COUNTY

EXHIBIT 4
Consent of all public utilities to the vacation of the street or alley

UTILITY SERVICE ACKNOWLEDGMENTS

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

CODES EXPLANATION

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

Electric Service Provider _____
Service Code(s) _____
Comments/Conditions _____
Electric Company Official Signature _____
Date _____ Title _____

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

Water Service Provider WIMBERLEY WATER SUPPLY CORP.
Service Code(s) A - WATER MAIN APPEARS TO LIE WITHIN CITY RIGHT OF WAY
Comments/Conditions WWSL SEES NO INTERFERENCE WITHIN PROPERTY
Water Company Official Signature M. Tull
Date 4/8/19 Title GENERAL MANAGER

Sewer Service Provider _____
Service Code(s) _____
Comments/Conditions _____
Sewer Company Official Signature _____
Date _____ Title _____

UTILITY SERVICE ACKNOWLEDGMENTS

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

CODES EXPLANATION

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

Electric Service Provider _____
Service Code(s) _____
Comments/Conditions _____
Electric Company Official Signature _____
Date _____ Title _____

Telephone Service Provider FRONTIER COMMUNICATIONS
Service Code(s) D
Comments/Conditions We are attached to P&E poles
Telephone Company Official Signature Blenda M. Williams
Date 4-9-19 Title Supv - Network Ops

Water Service Provider _____
Service Code(s) _____
Comments/Conditions _____
Water Company Official Signature _____
Date _____ Title _____

Sewer Service Provider _____
Service Code(s) _____
Comments/Conditions _____
Sewer Company Official Signature _____
Date _____ Title _____

UTILITY SERVICE ACKNOWLEDGMENTS

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

CODES EXPLANATION

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

Electric Service Provider PEC

Service Code(s) D

Comments/Conditions See attached Exhibit A for easement description. PEC has an existing 16 ft easement filed at Volume 223 Page 53 that it wishes to retain and expand as shown on Exhibit A. PEC has included its form Electric Utility Easement form for signature.

Electric Company Official Signature *Paul Zuehlke*

Date May 9th, 2019 Title Director, Electrical Engineering and Planning

PEC's delivery of this executed Utility Service Acknowledgement is contingent upon the execution and acknowledgement by the City of Wimberley of PEC's Electric Utility Easement attached hereto. To the extent that the City of Wimberley does not execute and deliver the PEC form Electric Utility Easement, PEC's authorization as to the Utility Service Acknowledgment will be of no force or effect.

Telephone Service Provider _____

Service Code(s) _____

Comments/Conditions _____

Telephone Company Official Signature _____

Date _____ Title _____

Water Service Provider _____

Service Code(s) _____

Comments/Conditions _____

Water Company Official Signature _____

Date _____ Title _____

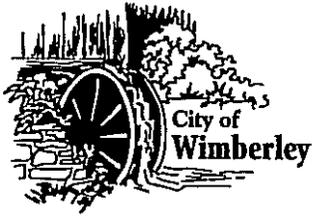
Sewer Service Provider _____

Service Code(s) _____

Comments/Conditions _____

Sewer Company Official Signature _____

Date _____ Title _____



AGENDA ITEM: Governance Policy
SUBMITTED BY: Bo Bowman, Council Member Place 5
DATE SUBMITTED: May 9, 2019
MEETING DATE: May 16, 2019

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discuss and consider possible action to amend the City of Wimberley Governance Policy and Rules of Procedure regarding City Council meetings and speakers.

REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

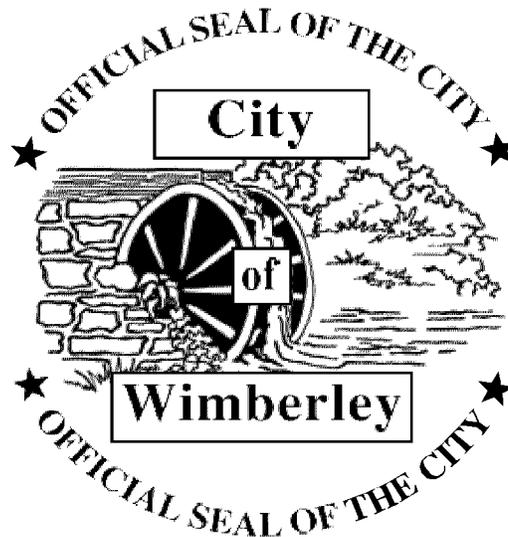
FINANCIAL

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

STAFF RECOMMENDATION

City of Wimberley

City Council Governance Policy and Rules of Procedure



Amended March 7, 2019

Page 1 of 17

COUNCIL GOVERNANCE POLICY AND RULES OF PROCEDURE

SECTION I INTRODUCTION

The City of Wimberley City Council is the governing body for the City of Wimberley, Texas. Therefore, it must bear the initial responsibility for the integrity of governance.

The Council shall determine its own rules and order of business. The Council is responsible for its own discipline and its own performance. The development of this policy is designed to ensure effective and efficient governance.

This policy addresses Mayor and Council relations, Council and City staff relations, Council and media relations, roles and meetings. By adopting these guidelines, we, as members of the City Council acknowledge our responsibility to each other to our professional staff and to the public.

This policy will be reviewed and adopted on an annual basis.

COUNCIL GOVERNANCE POLICY AND RULES OF PROCEDURE

SECTION II MISSION

In order to ensure proper discharge of duties for the improvement of democratic local government, members of the Wimberley City Council will display behavior that demonstrates independent, impartial review of all matters addressed by them, and be duly responsible to the citizens of Wimberley and each other in their relationships.

COUNCIL GOVERNANCE POLICY AND RULES OF PROCEDURE

SECTION III INFORMATION

On major policy issues, the City Administrator shall provide briefing material to the Council in advance of Council consideration of the policy alternatives. Whenever possible, the management report shall be distributed more than a week in advance of Council policy consideration.

COUNCIL GOVERNANCE POLICY AND RULES OF PROCEDURE

SECTION IV ROLES

4.1 Texas Local Government Code, Sec. 22.042 (Powers and Duties of Mayor) *(Added 08-02-18)*

(a) The mayor is the chief executive officer of the municipality. The mayor shall at all times actively ensure that the laws and ordinances of the municipality are properly carried out. The mayor shall perform the duties and exercise the powers prescribed by the governing body of the municipality.

(b) The mayor shall inspect the conduct of each subordinate municipal officer and shall cause any negligence, carelessness, or other violation of duty to be prosecuted and punished.

(c) The mayor shall give to the governing body any information, and shall recommend to the governing body any measure, that relates to improving the finances, police, health, security, cleanliness, comfort, ornament, or good government of the municipality.

(d) The mayor may administer oaths of office.

(e) In the event of a riot or unlawful assembly or to preserve the peace and good order in the municipality, the mayor may order and enforce the closing of a theater, ballroom, or other place of recreation or entertainment, or a public room or building and may order the arrest of a person who violates a state law or a municipal ordinance in the presence of the mayor.

4.2 The Mayor shall preside at meetings of the City Council and shall be recognized as head of City government for all ceremonial purposes and by the Governor for purpose of military law but shall have no regular administrative duties. The Mayor may participate in the discussion of all matters coming before the City Council. The Council shall elect, from among the Council members, a Mayor Pro-tem who shall act as Mayor during the absence or disability of the Mayor. *(Added 01-03-19)*

4.3 As head of City government for ceremonial purposes, the Mayor may issue and present proclamations and recognitions and attend other ceremonial functions on behalf of the City of Wimberley. City Council members may initiate, through the Mayor, or by a majority vote of the Council, similar items of recognition. Major community events sponsored by the City shall be a policy decision of the Council.

- 4.4 The Mayor shall preserve order and decorum and shall require City Council members engaged in debate to limit discussion to the question under consideration.
- 4.5 The Mayor is the spokesperson on all official positions taken by the City Council. The Mayor Pro-tem or alternate City Council designee will assume that role in the Mayor's absence. *(Amended 6-4-09)*
- 4.6 The Mayor will encourage all City Council members to participate in Council discussion and give each member an opportunity to speak before any member can speak again on the same subject

COUNCIL GOVERNANCE POLICY AND RULES OF PROCEDURE

SECTION V MEETINGS

5.1 Regular Meetings

The Council shall meet regularly, on the first and third Thursdays of the month, and the regular meetings will begin at 5:30 p.m., unless postponed or canceled for valid reasons. If there is a need to change the date, time or place of a regular meeting, an attempt shall be made to contact all members of the City Council about the proposed change prior to the change being made. *(Amended 06-21-18)*

5.2 Special Meetings

Special meetings will be held on Tuesdays at 5:30 p.m. to consider items that require action prior to the next regularly scheduled meeting and may be called upon the request of the Mayor. If there is a need to change the date, time or place of a special meeting, an attempt shall be made to contact all members of the City Council about the proposed change prior to the change being made. *(Amended 06-21-18)*

5.3 Executive Sessions

The City Council may meet in executive session in compliance with the Texas Open Meetings Act. A final action, decision or vote on a matter deliberated in an executive session will be made in an open meeting for which proper notice is provided. All discussions in executive session shall remain confidential.

5.4 Public Notice

The agenda for all regular meetings, special meetings and the notice listing items to be considered shall be posted on the City's official bulletin board, in accordance with the Texas Open Meetings Act, and on the City's website.

5.5 Attendance

City Council members are expected to attend all meetings and stay in attendance during each meeting. No member shall leave a meeting without advising the presiding officer.

5.6 Conflict of Interest

A City Council member prevented from voting due to a conflict of interest shall leave the meeting during the debate, shall not vote on the matter, and shall otherwise comply with the state law and City ordinances concerning conflicts of interest. Any Council member filing a conflict of interest affidavit on an executive session item shall not confer with City staff, the City Attorney, Council members or the Mayor regarding the item.

5.7 City Council Members

- (a) During City Council meetings and work sessions, Council members shall assist in preserving order and decorum and shall, neither by conversation or otherwise delay or interrupt the proceedings nor refuse to obey the rules of the City Council.
- (b) A City Council member desiring to speak shall address the chair, and upon recognition by the presiding officer, shall confine discussion to the question under debate, avoid discussion of personalities, and in appropriate language and refrain from personal attacks and verbal abuse.
- (c) A City Council member, once recognized by the chair, shall not be interrupted while speaking except for the following reasons:
 - Called to order by the presiding officer
 - A point of order is raised by another member
 - The speaker chooses to yield to questions from another member

If a City Council member is called to order while speaking, that Council member shall cease speaking immediately until the question of order is determined. If ruled to be in order, the member shall be permitted to proceed. If ruled to be not in order, the member shall remain silent or make additional remarks to comply with the rules of the City Council

- (d) When there is more than one speaker on the same subject, City Council members shall delay their comments until after all speakers on the subject have been heard.
- (e) The chair shall state all questions submitted for a vote and announce the result. If the vote is not unanimous, the chair shall announce the names of members voting in favor and in opposition to the motion.

5.7 Administrative Staff

- (a) Members of the administrative staff and employees of the City shall observe the same rules and decorum applicable to members of the City Council.
- (b) Although the presiding officer has the authority to preserve decorum in meetings, the City Administrator is responsible for the orderly conduct and decorum of all City employees under the City Administrator's direction and control.
- (c) The City Administrator shall take such disciplinary action as may be necessary to ensure that decorum is preserved at all times by City employees in meetings.
- (d) All persons addressing the City Council, including the City Administrator, shall be recognized by the presiding officer and shall limit remarks to the matter under discussion.
- (e) All remarks and questions addressed to the City Council shall be addressed to the City Council as a whole and not to any individual member.

5.8 Citizens and Visitors

- (a) Citizens and visitors are welcome to attend all public meetings of the City Council and will be admitted to the Chamber or meeting room up to the fire safety capacity of the room.
- (b) Everyone attending the meeting will refrain from private conversations while the City Council is in session.
- (c) Citizens and visitors attending City Council meetings shall observe the same rules of propriety, decorum and good conduct applicable to members of the City Council. Any person making personal, impertinent, profane, or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the meeting shall be removed from the room if so directed by the presiding officer. The person shall be barred from further audience before the City Council during that session. If the presiding officer fails to act, any member of the City Council may move to require enforcement of the rules, and the affirmative vote of a majority of the City Council shall require the presiding officer to act.
- (d) Unauthorized remarks from the audience, stamping of feet, whistles, yells and similar demonstrations shall not be permitted by the presiding officer who may direct the removal of offenders from the room. In case the

presiding officer shall fail to act, any member of the Council may move to require enforcement of the rules, and the affirmative vote of the majority of the Council shall require the presiding officer to act.

- (e) No placards, banners or signs will be permitted in the City Council Chamber or in any other room in which the City Council is meeting. Exhibits, displays and visual aids used in connection with presentations, however, are permitted.
- (f) The City Administrator or his designee shall act as sergeant at arms for the City Council and shall furnish whatever assistance is needed to enforce the rules of the City Council.

5.9 Agenda

Any City Council member may request an item be placed on a future agenda during the item on the agenda for that purpose. The City Administrator must place an item on the agenda if the item is requested by the Mayor or a member of the City Council. *The deadline to submit an item for the agenda is seven days prior to the requested Council Meeting date. (Amended 07-10-18)*

5.10 Speakers

- (a) A person wishing to address the City Council must first sign the Speaker Registration Form. The following information must be provided on the form:
 - Name
 - Residence Address
 - The subject matter to be addressed
- (b) Speakers must address their comments to the presiding officer rather than to individual City Council members or staff.
- (c) Speakers must keep their remarks specific to the item being considered by the City Council. If the speaker is addressing the City Council under Citizens Communications, the speaker may address any item not slated for discussion on the agenda. Comments from speakers and/or members of City Council should not be directed towards another person, including a member of City Council or City staff in a manner that is derogatory or threatening in nature. These guidelines for speaker decorum shall be posted on each City Council agenda and on Speaker sign-in sheets for all City Council meetings.
- (d) A person who registers to speak on an item listed on the agenda will be called on after the chair gains agreement to do so by the City Council. A

person who registers to speak under Citizens Communications will be called on at that time. The chair may determine the order in which speakers are called.

- (e) All speakers will have a maximum of three (3) minutes to address the Council. A majority vote of the Council will be required to extend the time limit. The chair may impose more restrictive time limits if a large number of persons register to speak. Guidelines relating to time allotment for speakers shall be posted on each City Council agenda and on Speaker sign-in sheets for all City Council meetings.
- (f) For called public hearings, the applicant will be allowed a maximum of ten (10) minutes to make a presentation.
- (g) In accordance with the Texas Open Meetings Act, the City Council will not discuss or consider any item addressed during Citizens Communications. City Council members will not interact with the public during the time allotted to speakers unless a non-debatable motion approved by the City Council allots a specific amount of time.
- (h) Whenever it is necessary for a speaker to use an interpreter to translate comments to the City Council, the time required for the translation will not be counted against the designated time allotted for the speaker to address the City Council.

5.11 Presentations

Presentations to the City Council will be limited to ten (10) minutes and should be given as an Executive Summary. All presentation material must be submitted to the City 72 hours prior to the scheduled meeting. *(Added 03-07-19)*

5.12 Motions

- (a) No motion may be moved or suggested until all City Council member discussion is complete and the Mayor calls for the motion. A motion made and seconded will be considered the main motion. Any City Council member may move to amend a motion. The amendment must receive a second before it may be discussed and must be voted on prior to voting on the main motion.
- (b) A motion may be withdrawn or modified by its mover without asking permission until the motion is voted upon. If the mover modifies the motion, the City Council member who seconded the motion may withdraw the second.

- (c) At any time after a motion has been made and seconded, a City Council member may call the question which will have the affect of stopping the debate and requiring the City Council to immediately proceed to vote on the motion to call the question.
- (d) A motion to reconsider any action of the City Council must be made no later than prior to the conclusion of the next regularly scheduled meeting of the City Council. Such a motion may only be made by a City Council member who voted with the prevailing side. The motion to reconsider may be seconded by any member. No question shall be twice reconsidered except by unanimous vote of the City Council, except that action relating to any contract may be reconsidered at any time before the final execution thereof.
 - (i) If a motion to reconsider is made at the same meeting at which the matter was acted upon, the motion may be heard and voted upon and the original action on the matter is set aside. Deliberation may then resume on the matter at that same meeting.
 - (ii) If a motion to reconsider is made at the next meeting after the matter was acted upon, the motion to reconsider may be heard and voted upon and the original action on the matter is not set aside. Deliberation may not resume on the matter, but it shall be placed on the next available agenda for deliberation.

5.13 Suspension of Rules

Any provision of these rules not governed by City ordinance, State or Federal law may be temporarily suspended by a majority vote of the members of the City Council present. The vote on any such suspension shall be taken by yeas and nays and entered upon the record.

5.14 Amendment of Rules

These rules may be amended, or new rules adopted by a majority vote of the members of the City Council

5.15 Failure to Comply

A failure to comply with these rules does not invalidate any otherwise lawful act of the City Council.

5.16 Security

Constable support will be requested at all Council meetings at the discretion of the Mayor.

COUNCIL GOVERNANCE POLICY AND RULES OF PROCEDURE

SECTION VI PUBLIC CONTACT MEDIA RELATIONS

Representative government is only successful when the citizens are kept informed and educated about the issues facing their municipality. Consequently, it is imperative that the media play an important role in the Council-Administrator-Media relations. It is through an informed public that progress is ensured, and good government remains sensitive to its constituents.

These guidelines are designed to help ensure positive relationships with print, radio and television reporters. The Mayor, City Council and the City Administrator recognize that the news media provide an important link between the City Council and the public. It is the City Council's desire to establish a professional working relationship to help maintain a well informed and educated citizenry.

- 6.1 During the conduct of official business, the City shall designate adequate space for the news media.
- 6.2 All reporters will receive an agenda in advance and will be furnished support material needed for clarification, if requested.

COUNCIL GOVERNANCE POLICY AND RULES OF PROCEDURE

SECTION VII PLANNING

The Mayor and Council are responsible for establishing a vision for the City of Wimberley and planning for its future.

- 7.1 On an annual basis, the Mayor and City Council shall hold a minimum of one (1) strategic planning session wherein they set priorities goals and objectives. The goals and objectives shall address short term and long term needs of the City.
- 7.2 Policy direction shall be consistent with the strategic goals and objectives. Sufficient time and consideration should be given to policy alternatives to ensure that decisions are made consistent with the long-term vision.

COUNCIL GOVERNANCE POLICY AND RULES OF PROCEDURE

SECTION VIII COUNCIL STAFF RELATIONS

- 8.1 The role of the City Administrator and the relationship of staff with City Council is addressed in City ordinance.
- 8.2 The City Council shall direct comments, correspondence and concerns about City services to the City Administrator. Citizens concerns, comments and correspondence regarding City services received by City Council members shall be forwarded to the City Administrator for appropriate staff action and a timely response.
- 8.3 Documents provided to one (1) City Council member shall also be distributed to all other members of the elected body. The City Administrator shall prepare and submit to the Council, as of the end of the fiscal year, a complete report on the finances and administrative activities of the City for the preceding year. The City Administrator shall keep the City Council advised of the financial condition and future needs of the City and make such recommendations that may seem desirable.
- 8.4 In order to ensure proper presentation of agenda items by City staff, questions arising from City Council members, after receiving their information packet, should be, whenever possible, presented to the City Administrator or the Administrator's designated assistant for City staff consideration prior to the City Council meeting. This allows time for City staff to address the City Council member's concerns and provide all Council members with the additional information.

COUNCIL GOVERNANCE POLICY AND RULES OF PROCEDURE

SECTION IX THANKING CITIZEN VOLUNTEERS

Citizen volunteers for boards, commissions or committees should be sent a letter at the end of their term thanking them for their service and tenure on behalf of the City of Wimberley.
(Added 03-07-19)



AGENDA ITEM: **Schedule Workshop on Rules of Decorum**
SUBMITTED BY: Rebecca Minnick
DATE SUBMITTED: May 13, 2019
MEETING DATE: May 16, 2019

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discuss and consider possible action to schedule a workshop pertaining to the Rules of Decorum and meeting procedures. *(Place One Council Member Rebecca Minnick)*

Wimberley’s City Council has not formally adopted Roberts Rules of Order as a protocol for its meetings. This system of conducting a meeting may be too formal for a municipal body. However, some form of Parliamentary Procedure is required for disciplined, effective council meetings.

In concert with developing an agreed-upon meeting procedure, clearly stated rules of decorum will ensure productive, fair and business-like council meetings.

A workshop setting will allow thorough discussion of elements of effective meetings options with all members of council. Facilitation by the City Attorney and City Administrator will provide the necessary legal parameters for any action items.

REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

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

STAFF RECOMMENDATION



AGENDA ITEM: Downtown District Improvement Task Force
SUBMITTED BY: Rebecca Minnick
DATE SUBMITTED: 5/9/19
MEETING DATE: 5/16/19

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discuss and consider possible action regarding the development of an ordinance to form a Downtown District Improvement Task Force. *(Place One Council Member Rebecca Minnick)*

Wimberley’s Downtown District suffers from Insufficient parking, lack of sidewalks, lack of adequate signage, insufficient restrooms, lack of street lighting, general traffic congestion and other issues negatively affecting the overall safety, economic viability and attractiveness of the downtown district and adjacent relevant areas.

Establishing a task force made up of key constituencies to identify and document infrastructure needs in Wimberley’s downtown business district will be the first step in charting a course to effectively address these challenges. Once documented, the task force will develop recommendations to address those needs.

The task force will include representatives from Wimberley’s Transportation Advisory Board (TAB), Planning & Zoning Commission, Wimberley Chamber of Commerce, Wimberley Merchants’ Association, related County & State Agencies as appropriate and experts familiar with commercial development and funding sources, including city planners, architects and grant-writers.

REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

- Budgeted Item Not Applicable
- Non-budgeted Item Original Estimate/Budget: \$

Current Estimate: \$

Amount Under/Over Budget:



AGENDA ITEM: Central Wimberley Wastewater Project Workshop
SUBMITTED BY: Christine Byrne
DATE SUBMITTED: May 9, 2019
MEETING DATE: May 16, 2019

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discuss and consider possible action regarding scheduling a workshop on the Central Wimberley Wastewater System (City and change of scope to AT). Issues to be discussed include but are not limited to budget, estimated completion costs, resolution of bonds, project timeline with estimated completion dates, environmental study findings, project management, rates, Ad Hoc committee findings, TWDB recommendations, TPWL recommendations, TCEQ permit(s), information on all easements needed to complete either project, EDA grant update.

REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

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

STAFF RECOMMENDATION

From: [Phil Collins](#)
To: [Place2](#); [Place4](#); [Place5](#); [Place1](#); [Place3](#); [Mayor](#)
Cc: [Laura Calcote](#); [Sandra Floyd](#); [Craig Reitz](#); jokathryn_quinn@yahoo.com; david.glenn@vownet.net; [Craig Reitz](#); [Phil Collins](#); [Shawn Cox](#)
Subject: First Report from Comprehensive Planning Team - Action Required
Date: Thursday, May 9, 2019 11:41:07 AM
Importance: High

To City Council and Mayor,

We have had two public meetings of the Comprehensive Planning Team, and we need to update you on where we are, and where we are going. Details are offered below;

- **Officers Elected:**
 - Craig Reitz – Secretary
 - Jo Kathryn – Vice Chairman
 - Phil Collins – Chairman
 - All votes unanimous

- **Meeting time and day decided and length of time to complete mission:**
 - **Meet every Monday at City Hall, from 2:00 to 3:30.**
 - **Committee will be in place until end of July**, unless extended at the time
 - Meetings will start and stop on time
 - Format - All meetings will be open to public and be video recorded for city website

- **Requested clarifications to the scope of Comprehensive Planning Team task.**

Changes to then original charter supplied by City Council are shown in red below:

 - The Comprehensive Planning (CP) ~~Team~~ ~~Committee~~ is charged with completing the following tasks:
 - 1. Seek active and meaningful community participation **throughout the entire process** of updating the Plan.
 - 2. Review the Plan to identify the successes and achievements of the objectives identified in the Plan, **focusing on the more objective tasks, before moving on to the more subjective aspects of the plan.**
 - 3. Review the Plan to identify the successes and achievements Plan objectives still valid, but not yet achieved.
 - 4. present recommendations to the City Council, and to the Planning and Zoning Commission, regarding the need for potential additions, deletions or modifications to the Plan based on public input, **input from specific related committees (ie – Traffic, tourism, etc)**, and guidance from CP Team members.
 - 5. The Committee shall provide a status updates to the City Council on the above-mentioned charge no later than ~~April 18, 2019~~ **four days prior to each City Council meeting.**
 - **6. CP Team’s Key Deliverable shall be a thoroughly reviewed Comprehensive Plan, focused on an assessment of activities from Feb 2016 to present. The Team will also provide a path and outline for next formal twenty year**

Comprehensive Plan (2020 - 2040) to be initiated in eighteen to twenty four months (Oct 2020 – Apr 2021).

- 7. CP Team shall meet publicly, every Monday, at 2:00 PM at City Hall, with all actions recorded and posted on city website, until the end of July to complete the updated CP and path for the near future.
- **Support from City Administration as proposed by City Council and modified by CP Team (Changes in red from original City Council recommendation):**
 - City staff will provide general administrative and secretarial support to the Committee, including:
 - 1. Publishing, mailing, and posting agendas and meeting notices
 - 2. Distributing agenda packages to Committee members
 - 3. Receiving and preparing correspondence on behalf of the Committee
 - 4. Taking and preparing draft and final meeting minutes, including any public testimony
 - 5. Managing and maintaining Committee files
 - 6. Make project progress reports and technical presentations to the Committee, as requested
 - 7. Respond to comprehensive plan technical issues and concerns raised by the Committee
 - 8. Make any required introductions to other City Support Teams, as needed.
 - 9. Provide to CP Team any legal services required, as approved by City Council.
 - 7.10. Provide information on any specific budget or actual cost expenditure on items impacted by CP Plan and Implementation.

What does the City Council need to do now:

1. Approve the changes in scope for the CP Team.
2. Approve the changes in support for the CP Team.
3. Provide ongoing support as needed by the CP Team.
4. Expect formal updates from CP Team at least 4 days prior to scheduled City Council Meeting.

Regards,

Phil Collins

phil@collinstx.net

Cell 713-208-7145