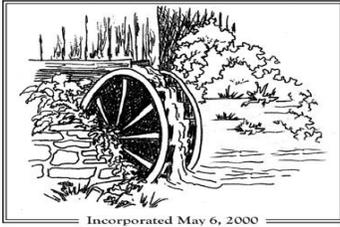


**REGULAR CITY
COUNCIL MEETING
PACKET**

Thursday, November 1, 2018

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, NOVEMBER 1, 2018 – 5:30 P.M.

AGENDA

1. **CALL TO ORDER** November 1, 2018 at 5:30 p.m.
2. **CALL OF ROLL** City Secretary
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG**
5. **PRESENTATIONS AND POSSIBLE ACTION**
 - A. Presentation and City Council training on the Texas Open Meetings Act, including discussion regarding the City Council's obligations under and compliance with the Texas Open Meetings Act.
 - B. Presentation and consider possible action regarding a letter of support as a Cypress Creek Project partner for sustainable "One Water" water management practices at the new Wimberley ISD elementary campus.
6. **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.
7. **CONSENT AGENDA**

The following item/s may be acted upon in one motion. No separate discussion or action is necessary unless requested by a Council member or citizen, in which event those items will be pulled from the consent agenda for separate consideration.

- A. Approval of minutes from the Regular City Council Meeting held October 4, 2018.
- B. Approval of minutes from the Special City Council Meeting held October 16, 2018.

8. CITY ADMINISTRATOR REPORT

Update regarding the status of the Central Wimberley Wastewater Project and other City projects

9. DISCUSSION AND POSSIBLE ACTION

- A. Discuss and consider possible action to deliberate the duties and roles of the City Attorney.
- B. Discuss and consider possible action to approve the second and final reading of Ordinance No. 2018-41, adopting and enacting a new Code of Ordinances; providing for the repeal of certain ordinances not included therein; providing a penalty for the violation thereof not exceeding \$500 generally or exceeding \$2,000 for violations relating to fire safety, zoning or public health and sanitation or exceeding \$4,000 for violations relating to dumping of refuse; providing for the amendment of such code; and providing when such code and this ordinance shall become effective.
- C. Discuss and consider possible action to adopt a Purchasing Policy for the City of Wimberley.
- D. Discuss and consider possible action to approve a bid in an amount not to exceed \$4,200 from Keith's Welding Service for the installation of handrails at Old Baldy Park.
- E. Discuss and consider possible action regarding a request to temporarily install a tent for retail purposes at 111 Old Kyle Road in Wimberley, Texas.
- F. Discuss and consider possible action regarding a use agreement between the Wimberley Café and the City for use of the restroom trailer after hours.
- G. Discuss and consider possible action regarding development of a policy for the naming of City owned property.
- H. Discuss and consider possible action regarding the sale of municipal property by public auction.
- I. Discuss and consider possible action to appoint members to the Tourism Management and Development Committee.
- J. Discuss and consider possible action regarding the status of the collection notice sent to the Wimberley Convention and Visitors Bureau Foundation in the amount of \$38,590, due to breach of services contract.
- K. Discuss and consider possible action regarding MindEcology contract findings.

- L. Discuss and consider possible action on proposed preservation tree ordinance for new commercial development.
- M. Discuss and consider possible action regarding issues related to the Texas Water Development Board (TWDB) including, but not limited to, status of TWDB approval of change of scope of the Wimberley Wastewater project, discussion of meeting(s) with TWDB, by the mayor, and/or city council members, and/or staff and/or citizens.

10. CITY COUNCIL REPORTS

- A. Announcements
- B. Future agenda items

11. 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.

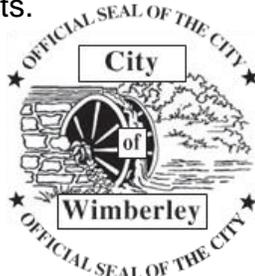
CERTIFICATION

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, October 29, 2018, by 5:30 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.



Laura J. Calcote, City Secretary

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





AGENDA ITEM: Cypress Creek Partner Presentation / Letter of Support
SUBMITTED BY: Allison Davis, Place 3
DATE SUBMITTED: October 25, 2018
MEETING DATE: November 1, 2018

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Presentation by Nick Dornak of Cypress Creek Project and The Meadows Center.

ITEM: Discuss and consider possible action regarding letter of support as a Cypress Creek Project partner for sustainable “One Water” water management practices at the new WISD elementary campus.

Practices will reduce demand on potable water supplies, preserve the integrity of Jacob’s Well, and reduce stormwater impacts (flooding/water quality) while incorporating experiential learning for students and the community.

REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

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

STAFF RECOMMENDATION

Attachment:

October 23, 2018

Wimberley Independent School District (WISD) School Board
Cc: Dwain York
951 FM 2325
Wimberley, TX 78676

Dear WISD School Board,

As supporters of the Cypress Creek Watershed Protection Plan, it is our pleasure to offer this letter in support of the Cypress Creek Project efforts to incorporate green infrastructure into the design of the new WISD elementary campus.

Sustainable water management is essential in the Hill Country area as growth and development increases the demand on our water resources. The Cypress Creek Project team aspires to incorporate a *One Water* approach into the development of the new WISD elementary campus, which will incorporate holistic practices for drinking water, onsite reuse and stormwater. Specifically, the Cypress Creek Project team hopes to reduce demand on potable water supplies, preserve the integrity of Jacob's Well and reduce stormwater impacts (flooding/water quality) while incorporating experiential learning for students and the community.

The Cypress Creek Project team plans to accomplish these goals through the implementation of the following green infrastructure projects:

1. Capture 100% of rainwater and AC condensate for toilet flushing and landscape use including clear pipes in strategic areas to demonstrate RWH for students and staff.
2. Onsite treatment and reuse of brown/greywater by reducing or eliminating the need for potable water to irrigate landscape/athletic fields.
3. Green infrastructure including permeable pavers and bioretention (ex. rain gardens, bioswales, etc.) including using as an educational opportunity for the community.
4. Other environmental education/infrastructure including native plants, nature trail, school gardens, etc.

Implementation of these projects would demonstrate true leadership by the WISD Board and serve as the One Water model school for the Texas Hill Country. It is strongly encouraged that the Board consider approving this approach which will produce great economic, community and environmental benefits to the Wimberley Valley.

Sincerely,



AGENDA ITEM: Consent Agenda
SUBMITTED BY: Laura Calcote
DATE SUBMITTED: October 29, 2018
MEETING DATE: November 1, 2018

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

- Approval of minutes from the Regular City Council Meeting held October 4, 2018.
- Approval of minutes from the Special City Council Meeting held October 16, 2018.

REQUESTED ACTION

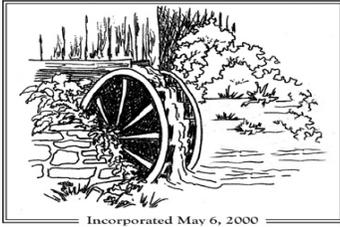
- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

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

STAFF RECOMMENDATION

Approval of Items A and B.



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, OCTOBER 4, 2018 – 5:30 P.M.

MINUTES

CALL TO ORDER

Mayor Susan Jaggars called the meeting to order at 5:30 p.m.

CALL OF ROLL

Council Members Present: Susan Jaggars Mayor
Mike McCullough Place One
Craig Fore Place Two
Allison Davis Place Three
Gary Barchfeld Place Four
Patricia Cantu Kelly Place Five

City Staff Present: Shawn Cox City Administrator
Laura Calcote City Secretary
John Provost Public Works Superintendent

INVOCATION

Council Member Gary Barchfeld gave the invocation.

PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG

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

PROCLAMATION

Mayor Susan Jaggars read aloud a proclamation of the City of Wimberley, Texas proclaiming the month of October 2018 as National Domestic Violence Awareness Month.

CITIZENS COMMUNICATIONS

There were three citizen's comments. They were as follows:

1. Candace Bowman spoke regarding the Central Wimberley Wastewater Project. Mrs. Bowman spoke of Council Member Craig Fore's potential plan, before the vote was taken in August 2018, which would have been less expensive and ensured no discharge. She urged Council to further explore this option that would allow for City control once more.

2. William Bowman addressed Council regarding his previous statements and questions pertaining to the Texas Water Development Board loan. He asked when the Town Hall that the Mayor had promised would occur. Mr. Bowman suggested having the Town Hall meeting on

October 15th, following The League of Women Voters' Hays County Candidates Debate event.

3. Maridel Martinez, a local business owner, spoke regarding the STR Presentation on September 20th, and how it was a good example on fairness. Mrs. Martinez also addressed Rancho Queso's request from the September 20th meeting, and how she was concerned about the requested parking agreement with the business's neighbor.

CONSENT AGENDA

Motion to approve the Consent Agenda was made by Council Member Patricia Cantu Kelly. Motion was seconded by Council Member Gary Barchfeld. Motion carried unanimously (5-0).

- A. Approval of minutes from the Special City Council Meeting held September 18, 2018.
- B. Approval of minutes from the Regular City Council Meeting held September 20, 2018.
- C. Approval of minutes from the Special City Council Meeting held September 25, 2018.

CITY ADMINISTRATOR REPORT

City Administrator Shawn Cox updated Council on the status of the Central Wimberley Wastewater Project. Mr. Cox noted Capital Excavation was currently working on Old Kyle Road, and that work on the Road should be completed by the end of October. Next, Capital Excavation would begin work on Ranch Road 12 and would try to dig in the evening time and at night as much as possible. Additionally, the financial standings for the Project were provided. Mr. Cox also spoke regarding ongoing City road projects, including the paving of Hidden Valley Road and the clearing of brush and debris at one of the Blanco River bridges. Code compliance issues regarding fences within the City were discussed among Council members and Mr. Cox. This topic would be brought back to Council at the next regular meeting.

DISCUSSION AND POSSIBLE ACTION

- A. Discuss and consider possible action regarding a request to operate a food service trailer at 411 FM 2325 in Wimberley, Texas.

Jeremy Feagin, owner of Gratton's Cajun Kitchen, addressed Council regarding his request to operate a food service trailer at Odie's Food Court. Council Member Patricia Cantu Kelly recused herself from the discussion and motion.

Motion to approve the request to operate a food service trailer at 411 FM 2325 in Wimberley, Texas was made by Council Member Allison Davis. Motion was seconded by Council Member Mike McCullough. Motion carried as follows (4-0-1):

Mike McCullough	Aye
Craig Fore	Aye
Allison Davis	Aye
Gary Barchfeld	Aye
Patricia Cantu Kelly	Recusal

- B. Discuss and consider possible action regarding plans for a Family Halloween night on October 31st on private property along Old Kyle Road.

Motion to approve plans, including activities such as pumpkin painting, music, a dunking booth, bounce house and movie screen, for a Family Halloween night on October 31st from 4:00 p.m. to 8:00 p.m. on private property along Old Kyle Road was made by Council Member Allison Davis. Motion was seconded by Council Member Gary

Barchfeld. Motion carried unanimously (5-0).

- C. Discuss and consider possible action regarding to approve two bids from Mow Town Lawn Service in an amount not to exceed \$9,350 for tree trimming.
There was discussion regarding tree trimming on City roads and the bidding process in general. The Mayor claimed she had received a cheaper bid for the tree trimming, but City staff had not been given, nor reviewed, the bid. Council decided this item would be brought back to a future meeting.
No action was taken.
- D. Discuss and consider possible action to approve Capital Excavation's amended Contractor's Modification Request No. 1 for materials testing.
Motion to approve Capital Excavation's amended Contractor's Modification Request No. 1 for materials testing was made by Council Member Craig Fore. Motion was seconded by Council Member Allison Davis. Motion carried unanimously (5-0).
- E. Discuss and consider possible action to approve Capital Excavation's Contractor's Modification Request No. 2 for cement stabilized backfill.
Motion to approve Capital Excavation's Contractor's Modification Request No. 2 for cement stabilized backfill was made by Council Member Craig Fore. Motion was seconded by Council Member Allison Davis. Motion carried unanimously (5-0).
- F. Discuss and consider possible action regarding issues related to the Texas Water Development Board (TWDB) including, but not limited to, status of TWDB approval of change of scope of the Wimberley Wastewater project, discussion of meeting(s) with TWDB, by the Mayor, and/or City Council members, and/or staff and/or citizens.
Council Member Allison Davis requested an update regarding the status of the Texas Water Development Board's approval of a change in scope to the Central Wimberley Wastewater Project, as well as previously held meetings with the entity. There was discussion among Council members regarding the TWDB. Council Member Gary Barchfeld stated he had met with the TWDB, and information pertaining to the budget, mapping and a potential contract with Aqua Texas had been submitted to the organization in September 2018. Mr. Barchfeld noted that the City had not heard back from the TWDB to date, and that the entity may ask for additional information before issuing a decision on a change in scope. Council Member Allison Davis requested copies of what had been submitted to the TWDB for review. City Administrator Shawn Cox also spoke regarding the acquisition of property for the location of the lift station for the Project and advised the topic would be brought back to Council for discussion and action in the future.
No action was taken on this item.
- G. Discuss and consider possible action to appoint members to the Tourism Management and Development Committee.
The Tourism Management and Development Committee had been established on September 20th. Several individuals had submitted applications for the Committee.
Motion to appoint the following members to the Tourism Management and Development Committee was made by Council Member Patricia Cantu Kelly. Motion was seconded by Council Member Gary Barchfeld. Motion carried unanimously (5-0):
- | | |
|----------------------|-------------------------|
| Lois Mahoney | Lodging Operator |
| Natalie Meeks | Lodging Operator |

Mark Bursiel	Lodging Operator
Dan Sturdivant	Lodging Operator
Madonna Kimball	Citizen Representative

Five of the seven members were appointed. The Merchants Association Representative and the Arts/Historical Representative would be appointed at a later date.

- H. Discuss and consider possible action regarding the MindEcology contracts, services and performance.

There was discussion regarding the MindEcology’s performance results over the course of the contracts. Council Member Patricia Cantu Kelly questioned if tourism and sales tax had risen due to the marketing campaign. There was discussion on the funds generated by the campaign in conjunction with the money spent on the campaign.

Motion to allow Council Member Kelly and Council Member McCullough to review MindEcology’s performance and bring the findings to City Council by the first regular November meeting was made by Council Member Patricia Cantu Kelly. Motion was seconded by Council Member Gary Barchfeld. Motion carried unanimously (5-0).

- I. Discuss and consider possible action regarding the status of the collection notice sent to the Wimberley Convention and Visitors Bureau Foundation in the amount of \$38,590, due to breach of services contract.

There was discussion regarding the status of the collection notice sent to the Wimberley Convention and Visitors Bureau Foundation. The organization had responded to the City on October 1st, stating they declined the demand to return the funds, which is included in the minutes as part of the record. There was also discussion on the entity’s performance, as well as the rhetoric used against the organization being inflammatory. Council Member Gary Barchfeld cautioned Council on filing suit against the Foundation.

Motion to turn the matter over to the City Attorney to initiate collection and assess penalties, interest and legal fees until such time as the money is returned to the City was made by Council Member Patricia Cantu Kelly. Motion was seconded by Council Member Gary Barchfeld. The motion carried as follows (4-1):

Mike McCullough	Aye
Craig Fore	Aye
Gary Barchfeld	Aye
Patricia Cantu Kelly	Aye
Allison Davis	Nay

CITY COUNCIL REPORTS

- A. Announcements – None.
- B. Future agenda items – Council Member Gary Barchfeld requested the incurred cost for freedom of information requests be placed on a future agenda, as well as fence issues within the City.

(City Council took a recess from 6:51 p.m. until 7:08 p.m.)

EXECUTIVE SESSION

(Executive Session was moved from Item No. 7 on the Agenda to Item No. 11, and heard at the end of the meeting)

The City Council adjourned into Executive Session at 7:10 p.m. in accordance with Texas Government Code, Chapter 551, Subchapter D for the following purpose:

- A. Executive Session pursuant to Texas Government Code, Section 551.071(Consultation with Attorney) City Council will seek advice from the City Attorney on a matter in which the duty of the attorney to the City under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Texas Open Meetings Act.

Regular Session reconvened at 8:13 p.m.
No action was taken.

(Section 551. 074 was not read into the record as a purpose for Executive Session)

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

Motion to postpone this item until Tuesday, October 9th, was made by Council Member Patricia Cantu Kelly. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (5-0).

ADJOURNMENT

Motion to adjourn the meeting at 8:13 p.m. was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Mike McCullough. Motion carried unanimously (5-0).

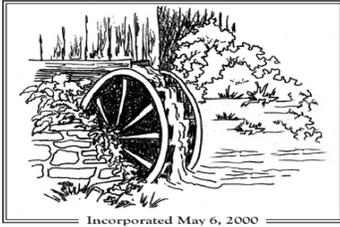
RECORDED BY:

Laura J. Calcote, City Secretary

APPROVED BY:

Susan Jagers, Mayor





City of Wimberley

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

SPECIAL CITY COUNCIL MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER, WIMBERLEY, TEXAS 78676
TUESDAY, OCTOBER 16, 2018 – 3:30 P.M.

MINUTES

CALL TO ORDER

Mayor Susan Jagggers called the meeting to order at 3:30 p.m.

CALL OF ROLL

Council Members Present: Susan Jagggers Mayor
Mike McCullough Place One
Craig Fore Place Two
Gary Barchfeld Place Four
Patricia Cantu Kelly Place Five

Council Members Absent: Allison Davis Place Three

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

DISCUSSION AND POSSIBLE ACTION

- A. Discuss and consider possible action to retain Stephanie Leibe with Norton Rose Fulbright as bond counsel for the Central Wimberley Wastewater Project.
Motion to retain Stephanie Leibe with Norton Rose Fulbright as bond counsel for the Central Wimberley Wastewater Project was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (4-0).
- B. Discuss and consider possible action to approve the proposal in the amount of \$36,500 from Alan Plummer Associates, Inc. for redesign of the Central Wimberley Wastewater Project.
Motion to approve the proposal in the amount of \$36,500 from Alan Plummer Associates, Inc. for redesign of the Central Wimberley Wastewater Project was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (4-0).

EXECUTIVE SESSION

City Council did not adjourn into Executive Session.

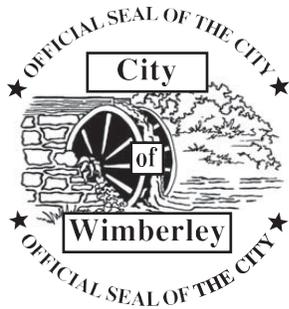
- A. Executive Session pursuant to Texas Government Code, Section 551.074 (Personnel Matters) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee
- B. Discussion and possible action resulting from Executive Session.

ADJOURNMENT

Motion to adjourn the meeting at 3:35 p.m. was made by Council Member Gary Barchfeld. 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



AGENDA ITEM: City Administrator’s Report
SUBMITTED BY: Shawn Cox, City Administrator
DATE SUBMITTED: October 30, 2018
MEETING DATE: November 1, 2018

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, the City Administrator will provide an update on other City projects.

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: Duties and Roles of the City Attorney
SUBMITTED BY: Charlie Zech, City Attorney
DATE SUBMITTED: October 25, 2018
MEETING DATE: November 1, 2018

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discuss and consider possible action to deliberate the duties and roles of the City Attorney.

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



AGENDA ITEM: Ordinance No. 2018-41 – Code of Ordinances
SUBMITTED BY: Laura Calcote, City Secretary
DATE SUBMITTED: October 19, 2018
MEETING DATE: November 1, 2018

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The City’s ordinances have not been codified since January 18, 2007 by American Legal Publishing Corporation. The current published code online goes through Ordinance No. 2006-007, which was passed on June 5, 2006. The City Council budgeted \$12,000 for the recodification of ordinances in Fiscal Year 2017/2018. The City decided to contract with Franklin Legal Publishing, Inc. in November 2017 to handle the codification of ordinances from 2006 to date. The City Secretary has worked with Mr. Kirk Franklin, President/Attorney at Law of Franklin Legal, during the recodification process. This process has included editorial and legal review of all ordinances since Ordinance No. 2006-007 to Ordinance No. 2018-36, along with memorandums of understanding throughout the 11-month process. The new Code of Ordinances is finally ready for review and adoption by City Council, per Ordinance No. 2018-41, which is attached. The Code of Ordinances will be provided via Dropbox for Council’s review before the meeting. Additionally, Ordinance No. 2018-41 imposes a penalty, fine, or forfeiture; and therefore, must be read twice before final adoption. The Ordinance caption was published in the Wimberley View on Thursday, October 18th. The first reading of the Ordinance was on Thursday, October 18th, at the Regular City Council Meeting. This is the second and final reading of Ordinance No. 2018-41.

Recodification came in below what was budgeted, for a cost savings. This information is shown below in the Financial Section. There is a yearly fee to have the Code of Ordinances hosted online through Franklin Legal, which is \$395. This service is free for the first year. The City will also be set-up on a supplement schedule, which will allow for any new ordinances that amend the Code to be codified on a regular basis. The City Secretary recommends supplements to the Code be done quarterly (every three months). The cost for supplementation is \$20.00 per page.

REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution

Other

FINANCIAL

Budgeted Item	<input checked="" type="checkbox"/>	Original Estimate/Budget:	\$ 12,000
Non-budgeted Item	<input type="checkbox"/>	Current Estimate:	\$ 9,945
Not Applicable	<input type="checkbox"/>	Amount Under/Over Budget:	\$ 2,055

STAFF RECOMMENDATION

Approval of the second and final reading of Ordinance No. 2018-41.

ORDINANCE NO. 2018-41

AN ORDINANCE OF THE CITY OF WIMBERLEY, TEXAS, ADOPTING AND ENACTING A NEW CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF NOT EXCEEDING \$500 GENERALLY OR EXCEEDING \$2,000 FOR VIOLATIONS RELATING TO FIRE SAFETY, ZONING OR PUBLIC HEALTH AND SANITATION OR EXCEEDING \$4,000 FOR VIOLATIONS RELATING TO DUMPING OF REFUSE; PROVIDING FOR THE AMENDMENT OF SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

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

Section 1. That the Code of Ordinances of the City of Wimberley, Texas, consisting of Chapters 1 through 12, each inclusive, and Appendices, is hereby adopted and enacted which shall supersede all other general and permanent ordinances of the City passed on or before September 20, 2018.

Section 2. All ordinances of a general and permanent nature enacted on or before September 20, 2018, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The codification consists of all ordinances as codified therein and as may be revised pursuant to the ordinance codification process and as evidenced by the memorandum of understanding provided as a part of said process.

Section 4. The repeal provided for in Section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 5. Unless a differing penalty is expressly provided for within the Code, every person convicted of a general violation of any provision of the Code or any rule, ordinance, or police regulation of the City shall be punished by a fine not to exceed \$2,000.00 for violations of all such rules, ordinances and police regulations that govern fire safety, zoning, or public health and sanitation, not to exceed \$4,000.00 for violations of all such rules, ordinances and police regulations that govern the dumping of refuse, and not exceeding \$500.00 for all other violations. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the City may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 6. Additions or amendments to the Code when passed in such form as to indicate the intention of the City Council to make same a part of the Code shall be deemed to be incorporated into the Code, so that reference to the Code includes the additions and amendments.

Section 7. Ordinances adopted after September 20, 2018, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 8. This ordinance and the Code adopted hereby shall become effective upon final passage of this ordinance.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WIMBERLEY, TEXAS, ON THIS THE _____ DAY OF _____, 2018.

Susan B. Jagers, Mayor

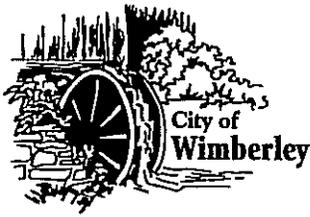
ATTEST:

Laura J. Calcote, City Secretary

APPROVED AS TO FORM:

City Attorney





AGENDA ITEM: Purchasing Policy
SUBMITTED BY: Shawn Cox, City Administrator
DATE SUBMITTED: October 29, 2018
MEETING DATE: November 1, 2018

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Chapter 30.33(C)(6), of the Code of Ordinances sets the spending authority of the City Administrator at \$1,000.00. Chapter 252 of the Texas Local Government Code establishes procurement guidelines for municipalities. Generally, the Code establishes a limit of \$50,000.00 before expenditures are required to go before the governing is required to take an action.

The City does not currently have a written purchasing policy. It has been a priority of the City Secretary, Financial Clerk, and City Administrator to formalize the purchasing guidelines. The draft policy establishes the following objectives:

- To afford the most competitive opportunity for individual vendors to provide items to the City.
- To minimize the administrative costs of humanpower, storage, and freight costs associated with accomplishing the purchasing function.
- To divide purchases into levels based upon dollar values and method of procurement.
- The City’s policy is that the highest quality of goods and services will be acquired for the lowest possible price.

The primary goal of the Purchasing Policy is to “ensure that all City departments and functions receive maximum benefit from the expenditures of the City funds”.

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

The City Administrator recommends approval of the proposed Purchasing Policy.



City of Wimberley
Purchasing Policy
Last Adopted:

The goal of the City of Wimberley (the “City”) Purchasing Policy is to ensure that all City departments and functions receive maximum benefit from the expenditures of the City funds, and that vendors will make a reasonable profit in providing goods and services to the City. This Policy is a compilation of applicable federal and state laws, City ordinances, administrative regulations and good business practices. Success in this effort will be best achieved by following this Purchasing Policy.

Objectives

The general objectives of the City’s Purchasing Policy are:

- To afford the most competitive opportunity for individual vendors to provide items to the City.
- To minimize the administrative costs of humanpower, storage, and freight costs associated with accomplishing the purchasing function.
- To divide purchases into levels based upon dollar values and method of procurement.
- The City’s policy is that the highest quality of goods and services will be acquired for the lowest possible price.

Purchasing Levels

Level I

Purchases less than \$250 may be ordered in the most expeditious manner by use of one quotation. Quotations will be verbally accepted based upon past experience, considering price, quality and delivery date. Small items may also be purchased through petty cash or with the use of a City credit card.

Level II

Purchases for more than \$250 and less than \$1,000 shall request three quotations. Lowest best quotation will be accepted. Any or all quotations may be rejected. City may also base their decision upon past experience, quality and delivery date.

Level III

Purchases greater than or equal to \$1,000 shall require three written bids. Lowest best bid will be accepted. Any or all bids may be rejected. City may also base their decision upon past experience, quality and delivery date. To encourage all HUBs to bid on purchases, the City shall seek at least two HUB vendors for each procurement. Purchases may also be made from any BuyBoard, or other cooperative purchasing group of which the City is a member. The City shall check any available HUB list for any HUB vendors who sell the product or service the City is buying. A list of HUBs is obtainable from the State Comptroller’s website, <http://www.window.state.tx.us/procurement/>. If the list fails to identify a HUB in the category or area of the goods or services to be acquired in the county in which the City is located, the City is exempt from this section per the Texas Local Government Code, Sec. 252.0215. All purchases in Level III must have Council approval.

Level IV

Purchases for \$50,000 or more must have sealed, written bids as required by State statute. The notice of time and place of public opening must be advertised in accordance with State law. To ensure that all HUBs are aware of these procurement opportunities, the City shall check any available HUB list for any HUB vendors who sell the product or service the City is buying. If allowed and vendors are available, purchases may also be made from the TML BuyBoard or other cooperative purchasing group. All purchases in Level IV must have Council approval.

Special Provisions

Per Sec. 2.04.034(C)(6) of the City's Code of Ordinances,

In case of accident, disaster, or other circumstance creating a public emergency, the City Administrator may award contracts and make purchases for the purpose of meeting the emergency. He or she shall, as soon as possible thereafter, report to the Council the necessity for this action and an itemized account of all expenditures.

Use of Other Funding Sources

Where the expenditure of the City's funds are derived from an appropriation, loan or grant received by a municipality from the federal or state government, such expenditures shall be controlled by the laws and policies set out by such entity. Where federal funds are involved, expenditures shall follow policies established for Small, Minority and Women-Owned Business Enterprises (SMWBE), including small (SBE) and rural area (SBRA) business enterprises, and establishing Fair Share Goals for the award of contracts and the procurement of goods and services.

Purchasing Procedures

Each department is responsible for determining its needs and for procuring goods and services during the annual budgeting process. Categories of allowable expenses are clearly indicated on a final budget approved by Council. Expenditures must be in support of the final approved budget and be within the parameters of allowable total expenses as indicated in the budget.

Items not found in the budget must have the approval of the City Administrator. Some items will require approval of Council. Line item purchases must have the approval of the department head.

Purchase Orders

A purchase order (PO) is a document issued by a buyer to a seller indicating the type, quantities and agreed prices for products and services. A PO is a legal offer to buy products or services. It also represents a method of internal control. A purchase order issued by the City indicates what you intend to purchase for

what price and allows Finance to counter check incoming invoices for payment with approved expenditures. The purchase order must have the approval signature of the department head responsible for the budget of that department. The department head signature indicates they have approved the purchase and find it consistent with their budget responsibilities. The purchase order then must be approved and signed by the City Administrator then submitted to Finance. When Finance initials a purchase order, it indicates that the funds are available in the budget under that line item. No purchase order will be approved when a line item is over budget, without proper documentation, to transfer funds from another line item within the department and/or a budget amendment.

The City is exempt from Texas State Sales Tax. Exemption forms may be needed at the point of purchase and can be obtained from Finance. Purchasers should work with vendors to make sure that sales tax is not improperly charged on invoices. Vendor W9 form will be required for all purchases.

Guidelines for Payments

When Finance Department receives an invoice it will be cross checked against approved purchase orders. If an invoice amount exceeds the original purchase order price, a written explanation should be given. Generally, if the invoice amounts are 10% greater than the prices reflected on the purchase order, the department head will be contacted to approve the increase in price. No invoice should be paid until duly authorized by the department head or supervisor and approved by the City Administrator. Accounts payable checks will then be generated. These checks, along with the accounts payable documents, are reviewed by the City Administrator. All checks require two (2) authorized signatures.

Travel/Mileage/Other Reimbursements

This policy shall apply to all City employees or City representatives while traveling or conducting business on behalf of the City. For reimbursements related to seminars or conferences, an agenda or schedule of the event must be provided.

Expenses for adequate lodging including the applicable hotel tax will be reimbursed at actual cost—this is usually at or below the rate of the conference host hotel. Lodging will be reimbursed when traveling sixty (60) or more miles from the City of Wimberley to the training location (extenuating circumstances if traveling less than sixty (60) miles may be approved only by the City Administrator.

The City will reimburse meals and incidentals only in conjunction with training, conferences/conventions and other City-related business that takes place out of town, lasts longer than one day, and for which an overnight hotel stay is typically necessary. Meals are to be reimbursed in compliance with IRS Regulations. IRS per diem rates for meals and incidentals are maintained by the U.S. General Services Administration (GSA) at <https://www.gsa.gov/travel-resources>. The IRS provides individual per diem rates for larger cities and a standard rate for all other cities.

Use of a personal vehicle will be reimbursed at the mileage rate established by the IRS. The current rate can be obtained at <https://www.gsa.gov/travel-resources>. For mileage reimbursements a map or directions from an online mapping site must be provided.

Attachments

- Purchase Order Form
- Expense, Travel and Other Reimbursement Form

PURCHASE ORDER

City of Wimberley
 221 Stillwater, PO Box 2027
 Wimberley, Texas 78676
 Office (512) 847-0025 Fax (512) 847-0422
 Tax ID #74-2971396

Date:

Dept:

Account Code #:

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

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

Description and Reason for Purchase (Include Quantity/Unit Price/Extended Price)

Vendor Info:		Total Quote Amount \$	
		HUB (check one)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Payment Terms:	Net - 30
Phone:	Fax:	Sales Tax:	Tax Exempt
Contact:	Approved by:		
E-mail:	E-mail:		

Quotes	Quote Amount	Vendor	Contact Name	Contact #	Quote Attached?	HUB Y/N
#1						
#2						
#3						
#4						
#5						

FOR DEPARTMENTAL USE ONLY:

Department Head Signature for Approval: _____ Date: _____

City Administrator Signature for Approval: _____ Date: _____

City of Wimberley

REQUEST TO PURCHASE FORM

ALL QUOTES AND SUPPORTING DOCUMENTATION SHALL BE ATTACHED TO THIS REQUEST

Submit to the Finance Administration Department for approval.

Level I

For purchases under \$250 may be ordered in the most expeditious manner by use of one quotation from a competent vendor (fax, e-mail, and o-line quotations area acceptable). Quotations will be verbally accepted based upon past experience, considering price, quality and delivery date. Small items may also be purchased though petty cash or with the use of City credit card.

Level II

For purchases greater than \$250 and less than \$1000 shall request three quotations. Lowest best quotation will be accepted (any or all quotations may be rejected). City may also base their decision upon past experience, quality and delivery date. **The City will request a vendor W9 from all vendors.**

Level III

Purchases greater than or equal to \$1000 shall require three written bids. Lowest best bid will be accepted (any or all bids may be rejected). City may also base their decision upon past experience, quality and delivery date. To encourage all HUBs to bid on purchases, the City shall seek at least two HUB vendors for each procurement. Purchases may also be made from any BuyBoard, or other cooperative purchasing group of which the City is a member. The City shall check any available HUB list for any HUB vendors who sell the product or service the City is buying. A list of HUBs is obtainable from the State Comptroller's website, <http://www.window.state.tx.us/procurement/>. If the list fails to identify a HUB in the category or area of the goods or services to be acquired in the county in which the City is located, the City is exempt from this section per the Texas Local Government Code, Sec.252.0215. **The City will request a vendor W9 from all vendors. All purchases in Level III must have Council approval.**

Quotes received should be on company letterhead and consistent information is required of each vendor. All requisitions must have a minimum of three (3) formal written quotes with actual pricing. "No Quote" and/or "No Response" are not acceptable quotes and may lead to delays or rejection in the approval process. Soliciting more three (3) vendors may be necessary to achieve the required minimum. Departments must also contact two (2) Historically Underutilized Business (HUB) vendors to seek quotes. If there is no response or a no bid is received, a notation shall be made that two (2) HUBs were contacted. **All purchases in Level III must have Council approval.**

Cooperative, sole or single source purchases are exempted from the competitive quote process and Departments shall provide Finance Administration Department with documentation to support the exemption.

EXPENSE TRAVEL AND OTHER REIMBURSEMENT REQUEST

Date: _____

Employee Name: _____

Department: _____

Departure: _____ Return: _____

Location: _____

Purpose for Expenditure/Travel/Other reimbursement request: _____

TRANSPORTATION- Account Code # _____

Personal Vehicle Mileage: _____ Miles @ \$ _____ (per mile, IRS Rates)..... \$

Airfare/Rental Car/Other Service..... \$

Detail: _____

LODGING- Account Code # _____

Hotel: _____ \$

Arriving: _____ Departing: _____

MEALS

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total for the day
Breakfast								
Lunch								
Dinner								
Incidentals								

OTHER

Registration..... Account Code # _____ \$

Parking/Tolls..... Account Code # _____ \$

Gratuities (not associated with meals)..... Account Code # _____ \$

Misc./Other: _____ \$

_____ Account Code # _____ \$

TOTAL EXPENSES..... \$

TRAVEL ADVANCE/CREDIT CARD..... \$

AMOUNT DUE TO EMPLOYEE..... \$

I hereby certify that the above expenses were incurred in connection with my work attendance and/or representative of the City of Wimberley for the purpose stated and do not include any for my personal benefit or pleasure.

Employee Signature

Approval - Department Head

Date



AGENDA ITEM: Installation of Handrails at Old Baldy Park
SUBMITTED BY: Rebecca Manning
DATE SUBMITTED: 10/22/2018
MEETING DATE: 11/1/2018

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Keith’s Welding Service was the low bid when Park staff requested bids from welders to install a metal handrail going up the trail at Old Baldy Park. The bid from Keith’s Welding Services is located in the Council agenda packet.

REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

Budgeted Item	<input checked="" type="checkbox"/>	Original Estimate/Budget:	\$5,000.00
Non-budgeted Item	<input type="checkbox"/>	Current Estimate:	\$4,187.50
Not Applicable	<input type="checkbox"/>	Amount Under/Over Budget:	\$812.50 under

STAFF RECOMMENDATION

Staff recommends to approve this item.

1 & 1/2 inch pipe - \$1.25 per ft. X
550ft. = \$687.50

Rental of a skytrac. = \$900.00

Labor \$65.00 per hr. X 40 hrs.

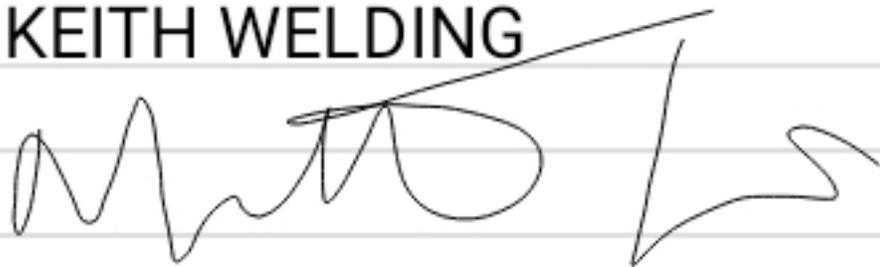
=

\$2600.00

Total = 4187.5

Price for hand railing on ol'baldy.

By - KEITH WELDING



 Add reminder

 Location

Created 3:38 PM



AGENDA ITEM: Temporary Structure
SUBMITTED BY: Sandra I. Floyd
DATE SUBMITTED: 10/26/2018
MEETING DATE: 11/1/2018

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The applicant, Chris Vaughn, has submitted a Temporary Structure application to install a 10' x 20' tent on a concrete pad at 111 Old Kyle Road. The applicant proposes to have retail sales for a limited duration with a requested installation date of November 7th and removal date of January 31st. If approved, the applicant will be required to obtain a building permit from the City and maintain a fire extinguisher inside the tent. Permission from the property owner is on file.

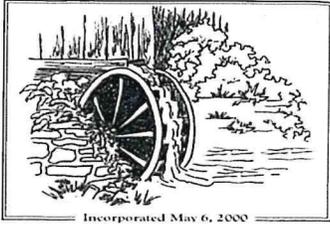
REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

- Budgeted Item
- Non-budgeted Item
- Not Applicable

STAFF RECOMMENDATION



City of Wimberley

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

Temporary Structure Application Form

Office Use T-18-005
Permit No. T-18-005
Date: 23 October 2018
Staff Review: SIF
Council Hearing: 11-1-2018

Applicant: FUSION BY CHRIS VAUGHN - Chris Vaughn & Roxanna Collier
 Mailing Address: 52 RIDGEWOOD CIR. City: WIMBERLEY State: TX Zip: 78676
 Phone: (512) 227-4483 Email: art@chrisvaughnfusion.com
 Property Owner: BUCK BACCUS
 Mailing Address: 111 OLD KYLE RD #204 City: Wimberley State: TX Zip: 78676
 Phone: 512 560 2591 Email: _____

Subject Property Address: 111 OLD KYLE RD
 Hays CAD Parcel ID R 18409 Zoning: C3
 Purpose/Use of Structure: RETAIL SALES
 Requested Installation Date: NOV 7 2018 Requested Removal Date: JAN 31 2019
 Will the temporary structure be served by electricity? YES NO
 Will the temporary structure be served by water service? YES NO
 If "YES" to either then an inspection is required for water and/or electrical service.
 If service is provided through another meter attach a letter of permission.
 Provide a site plan indicating location of temporary structure in relation to other structures, parking lots, property lines etc.
 Permission from property owner is attached. YES NO N/A
 Has a Mobile Food Establishment application been submitted? YES NO N/A

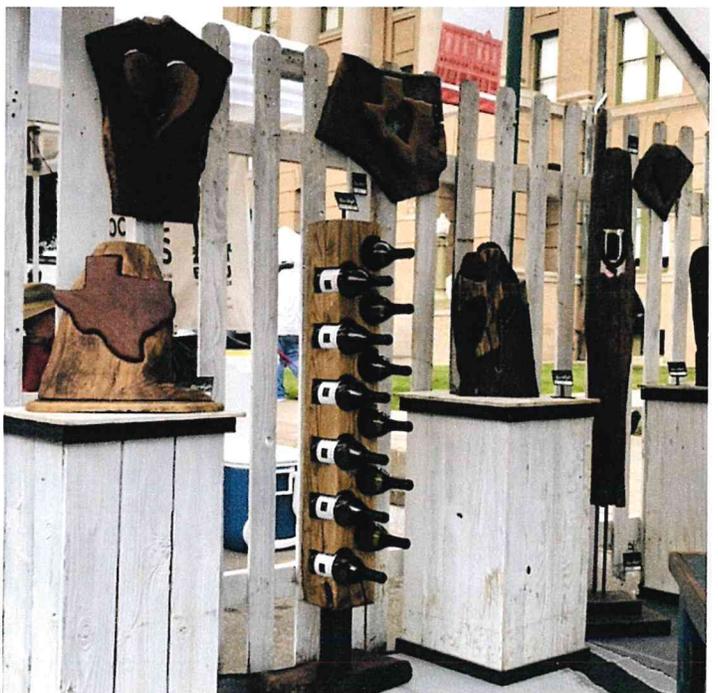
Temporary Structure Permit.....\$25.00 each structure
Inspections.....\$65.00 each

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

Applicant: [Signature] Date: 10-23-18

10'x 20'







AGENDA ITEM: Restroom Trailer Use Agreement
SUBMITTED BY: Shawn Cox, City Administrator
DATE SUBMITTED: October 30, 2018
MEETING DATE: November 1, 2018

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The City was contacted by the owners of the Wimberley Café to discuss the use of the restroom trailer located in the square. Talking with the owners, the following will be incorporated into a written agreement:

Payments:

- Monthly payment of \$600 (which is equivalent to one (1) pumping of the trailer per week)

Maintenance

- The City will continue to provide regular maintenance as follows:
 - Open at 8 AM (trailer should be clean when open), City to restock as needed
 - Regular Cleaning (mid-day) including removal of trash
 - Final Cleaning at closing (just before sunset)
- The Wimberley Café will provide the following maintenance:
 - The café will be responsible for the end of day cleaning, after the “sunset” cleaning by City Staff, before closing the restroom trailer for the evening. This will include empty of the trash at the trailer.
 - The trailer shall be locked at the close of business each night.

Repairs:

- The City will maintain responsibility making any necessary repairs to the trailer
- The Café will be shown how to turn off valve water supply. In the event an item breaks after sunset, the Café should shut off the malfunctioning item and inform the City. Repairs will be assessed the following morning. The City will not be providing after hours maintenance on the restroom trailer.

Term:

- This agreement will go into effect once signed by both parties and will continue until the availability of wastewater services. The Café, per Chapter 12: Utilities, Sec. 12.02.072, will be required to tie in to the Central Wimberley Wastewater system once available.

Conditions:

- The restroom trailer shall remain open to the public and is not intended to solely be used by customers of the Wimberley Café.

The City Administrator is requesting authority to develop a written agreement incorporating the above items, and to enter into an agreement with the Wimberley Café for the use of the restroom

trailer located in the Square.

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 approval of the request to develop and enter into an agreement with the Wimberley Café.



AGENDA ITEM: City Property Naming Policy
SUBMITTED BY: Shawn Cox, City Administrator
DATE SUBMITTED: October 30, 2018
MEETING DATE: November 1, 2018

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The City has been approached on numerous occasions recently to name City owned property after individuals. Currently, the City does not have a naming policy. The City Administrator is requesting authority to develop a policy for naming City property, to bring to Council for consideration.

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 approval of the request to develop City property naming policy.

From: [Mayor](#)
To: [Shawn Cox](#); [Laura Calcote](#)
Cc: [Place4](#)
Subject: Sale of Municiple Property by Public Aution. - tasking
Date: Tuesday, October 16, 2018 4:52:31 PM

Shawn,

Please put on the November 1st agenda the topic of: Sale of Municipal Property by Public Auction. Also please provide a copy of the Title 8, Subtitle A, Chapter 253.008 to 253.013 code in the Agenda Packet.

If action is approved, have the public notice ready to submit for the Wimberley view to run the following four weeks, Nov 8, 15, 22 and 29. In the notice please include a general description of most of the items in the storage locker. I would like it to be a "Silent Auction" held on Saturday, December 1st.

Respectfully,

Mayor Susan Jagers
City of Wimberley, TX
(512) 648-1632

LOCAL GOVERNMENT CODE

TITLE 8. ACQUISITION, SALE, OR LEASE OF PROPERTY

SUBTITLE A. MUNICIPAL ACQUISITION, SALE, OR LEASE OF PROPERTY

CHAPTER 253. SALE OR LEASE OF PROPERTY BY MUNICIPALITIES

Sec. 253.001. SALE OF PARK LAND, MUNICIPAL BUILDING SITE, OR ABANDONED ROADWAY. (a) Except as provided by Subsection (b), the governing body of a municipality may sell and convey land or an interest in land that the municipality owns, holds, or claims as a public square, park, or site for the city hall or other municipal building or that is an abandoned part of a street or alley. A sale under this section may include the improvements on the property.

(b) Land owned, held, or claimed as a public square or park may not be sold unless the issue of the sale is submitted to the qualified voters of the municipality at an election and is approved by a majority of the votes received at the election; provided, however, this provision shall not apply to the sale of land or right-of-way for drainage purposes to a district, county, or corporation acting on behalf of a county or district.

(c) To effect the sale, the governing body shall adopt an ordinance directing the municipality's mayor or city manager to execute the conveyance.

(d) The proceeds of the sale may be used only to acquire and improve property for the purposes for which the sold property was used. Failure to so use the proceeds, however, does not impair the title to the sold property acquired by a purchaser for a valuable consideration.

(e) Subsection (b) does not apply to a conveyance of park land that:

(1) is owned by a home-rule municipality with a population of less than 80,000 and that is located in a county bordering the Gulf of Mexico;

(2) is one acre or less;

(3) is part of a park that is 100 acres or less;

(4) is sold or is conveyed as a sale to the owner of adjoining property; and

(5) is conveyed pursuant to a resolution or an ordinance that:

(A) is adopted under this section;

(B) requires the sale to be with an owner of adjoining property for fair market value as determined by an independent appraisal obtained by the municipality; and

(C) has an effective date before December 31, 1995.

(f) The election requirements of Subsection (b) do not apply to a

conveyance of a park if:

(1) the park is owned by a home-rule municipality with a population of more than one million;

(2) it is a park of two acres or less;

(3) the park is no longer usable and functional as a park;

(4) the proceeds of the sale will be used to acquire land for park purposes;

(5) a public hearing on the proposed conveyance is held by the governing body of the home-rule municipality and that body finds that the property is no longer usable and functional as a park; and

(6) the park is conveyed pursuant to an ordinance adopted by the governing body of the home-rule municipality, unless within 60 days from the date of the public hearing the governing body of the home-rule municipality is presented with a petition opposing the conveyance which contains the name, address, and date of signature of no less than 1,500 registered voters residing within the municipal limits of the municipality; then, the governing body of the home-rule municipality shall either deny the conveyance or shall approve the conveyance subject to the election required in Subsection (b); or

(7) the conveyance involves an exchange of two existing parks, situated within a home-rule municipality with a population of more than one million, that together total 1.5 acres or less in size, that are located within 1,000 feet of each other, that are located in an industrial area, that have been found in a public hearing to no longer be usable and functional as parks, and that are conveyed pursuant to an ordinance, adopted by the governing body of that municipality, that has an effective date before December 1, 1993.

(g) A sale made under Subsection (e) or (j) is exempt from the notice and bidding requirements in Chapter 272.

(h) Expired.

(i) Subsection (b) does not apply to a conveyance of park land that is:

(1) owned by a home-rule municipality with a population of more than 625,000;

(2) less than three acres and part of a larger park that is located in a flood plain or floodway;

(3) not actively used for recreational purposes;

(4) sold or conveyed as an interest in land to the owner of an interest in the adjoining property; and

(5) conveyed pursuant to a resolution or an ordinance that has an effective date before December 31, 2004.

(j) Subsection (b) does not apply to a conveyance of park land that is:

(1) owned by a home-rule municipality with a population of less than

100,000;

(2) one-third acre or less;

(3) part of a park that is five acres or less; and

(4) sold or conveyed as a sale to the owner of adjoining property as provided by a resolution or ordinance that has an effective date before December 31, 2007.

(k) A petition for the judicial review of the sale of park land under Subsection (j) must be filed on or before the 30th day after the date the ordinance or resolution is adopted. A petition filed after the period prescribed by this subsection is barred.

(l) Subsection (b) does not apply to a conveyance of park land owned by a home-rule municipality that:

(1) is located in a county with a population of more than three million; and

(2) has a population of more than 25,000 and less than 33,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 328, Sec. 14, eff. Sept. 1, 1989; Acts 1989, 71st Leg., ch. 597, Sec. 1, eff. Aug. 28, 1989; Acts 1993, 73rd Leg., ch. 179, Sec. 1, eff. May 17, 1993; Acts 1995, 74th Leg., ch. 344, Sec. 1, eff. Aug. 28, 1995; Acts 1997, 75th Leg., ch. 33, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 62, Sec. 13.18, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 754, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 633 (H.B. 680), Sec. 1, eff. June 15, 2007.

Acts 2011, 82nd Leg., R.S., Ch. 577 (H.B. 3352), Sec. 1, eff. June 17, 2011.

Sec. 253.002. TRANSACTIONS CONCERNING AN ISLAND, FLAT, OR SUBMERGED LAND.

(a) A municipality may sell, convey, lease, or provide an option to all or a part of an island, flat, or submerged land the municipality owns and may make development plans and contracts for these purposes, at the times and on the terms that the governing body determines are proper and in the public interest, if the state or the Republic of Texas relinquished its interest in the land to the municipality before April 23, 1953.

(b) For a home-rule municipality the charter of which authorizes a referendum on such a transaction, the governing body may make the transaction without advertising or receiving bids, but the transaction may not take effect unless either it has been approved at a referendum ordered for that purpose or the period for the submission of a petition for a referendum on the transaction has expired.

(c) This section does not grant or convey to a municipality title to oil, gas, or other minerals.

(d) This section prevails over any conflicting charter provision of a home-rule municipality.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 253.003. PURCHASE AND SALE OF FEDERAL PROPERTY. (a) The governing body of a municipality with fewer than 10,000 inhabitants may purchase for municipal purposes any real property, including improvements on the property, that the federal government offers for sale to the municipality.

(b) If the purpose for which property purchased under this section ceases to exist or if the property is no longer needed for the purpose, the governing body may sell and convey the property for the highest obtainable price.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 253.004. GRANT OR LEASE OF PROPERTY FOR JUVENILE BOARD. A home-rule municipality by grant or lease may donate to the county in which the municipality is located any unimproved land for use by a juvenile board of the county.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 253.005. LEASE OF OIL, GAS, OR MINERAL LAND. (a) Except as provided by Subsection (b), a municipality may lease oil, gas, or mineral land that it owns, in the manner and on the terms that the governing body of the municipality determines, for the benefit of the municipality. A lease under this section is not a sale under the law governing the sale of municipal land.

(b) A municipality may lease under this section a street, alley, or public square in the municipality if the lease prohibits the lessee from using the surface of the land for drilling, production, or other operations. In this subsection, "public square" does not include a dedicated public park.

(c) A well may not be drilled in the thickly settled part of the municipality or within 200 feet of a private residence.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 446 (H.B. [2333](#)), Sec. 1, eff. June 19, 2009.

Sec. 253.006. LEASE OF MUNICIPAL HOSPITAL OR SWIMMING POOL. (a) The

governing body of a municipality with a population of 65,000 or less may lease all or part of a hospital owned by the municipality, to be operated by the lessee as a public hospital.

(b) The governing body of any municipality may lease a swimming pool owned by the municipality, to be operated by the lessee as a public swimming pool.

(c) A lease under this section must:

(1) be authorized by ordinance or resolution adopted by the governing body;

(2) be executed on behalf of the municipality by the mayor and the municipal secretary or clerk;

(3) be impressed with the municipal seal; and

(4) cover a period of not more than 50 years.

(d) A lease under this section is subject to the terms agreed to by the governing body and the lessee.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 253.007. SALE OR LEASE OF COMPUTER SOFTWARE BY CERTAIN MUNICIPALITIES. (a) This section applies only to a municipality that has a population of more than 5,000.

(b) A municipality that independently or in conjunction with any person develops automated information systems software may contract with a person for the sale, lease, marketing, or other distribution of the software. Any release of municipally developed automated information systems software must be under a contract that provides that the municipality will receive a royalty, license right, or other appropriate compensation for developing the software. The provisions of Chapter 552, Government Code, governing the cost of making copies of public records do not apply to automated information systems software subject to a contract under this section.

(c) In this section, "automated information systems software" means any procedure or software that is designed, operated, or maintained to collect, record, process, store, retrieve, display, or transmit information.

(d) Notwithstanding any other provision of this section, this section does not apply to the cost of production for public inspection or copying of public records collected, assembled, or maintained through use of the software, which cost is governed by Subchapter F, Chapter 552, Government Code, without regard to the cost of developing the software.

Added by Acts 1993, 73rd Leg., ch. 505, Sec. 1, eff. Aug. 30, 1993. Amended by Acts 1993, 73rd Leg., ch. 428, Sec. 7, eff. Aug. 30, 1993; Acts 1995, 74th Leg., ch. 76, Sec. 5.95(88), (100), eff. Sept. 1, 1995.

Sec. 253.008. SALE OF REAL PROPERTY BY PUBLIC AUCTION. (a) The governing body of a municipality may sell real property owned by the municipality by public auction or by sealed bid under Section 272.001.

(b) To sell real property by public auction, the governing body of a municipality shall publish notice of the auction before the 20th day before the date the auction is held. The notice for sale of the real property must be published once a week for three consecutive weeks before the date the auction is held in a newspaper of general circulation in the county in which the municipality is located and, if the real property is located in another county, in a newspaper of general circulation in the county in which the real property is located. The notice must include a description of the real property, including its location, and the date, time, and location at which the auction is to be held.

Added by Acts 1993, 73rd Leg., ch. 206, Sec. 1, eff. Aug. 30, 1993. Renumbered from Local Government Code Sec. 253.007 by Acts 1995, 74th Leg., ch. 76, Sec. 17.01(39), eff. Sept. 1, 1995.

Sec. 253.009. CONVEYANCE OF ADJOINING PROPERTY TO MUNICIPAL DEVELOPMENT CORPORATION. (a) A municipality may convey to a municipally created economic development corporation, including a development corporation organized under the Development Corporation Act (Subtitle C1, Title 12), real property that has been conveyed by gift to the municipality or conveyed to the municipality as part of a legal settlement and that is adjacent to an area designated for development by the corporation.

(b) A municipality may convey property under Subsection (a) for any fair consideration approved by the governing body of the municipality. For a conveyance under this section to be effective, the governing body must adopt an ordinance that:

- (1) describes the property to be conveyed;
- (2) requires the conveyance to comply with the requirements of Section 5.022, Property Code, except a covenant of general warranty is not required;

and

- (3) states the consideration paid.

(c) A municipality may convey the property under this section without complying with the other notice or bidding requirements prescribed by other law, including Section 272.001.

Added by Acts 1999, 76th Leg., ch. 1186, Sec. 1, eff. June 18, 1999.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.17, eff. April 1,

2009.

Sec. 253.010. SALE OF REAL PROPERTY TO CERTAIN NONPROFIT OR RELIGIOUS ORGANIZATIONS. (a) Notwithstanding any other provision of law, the governing body of a municipality may provide for the manner in which any land acquired by the municipality may be sold if the land is sold to:

(1) a nonprofit organization that develops housing for low-income individuals and families as a primary activity to promote community-based revitalization of the municipality;

(2) a nonprofit corporation described by 26 U.S.C. Section 501(c) (3) that:

(A) has been incorporated in this state for at least one year;

(B) has a corporate purpose to develop affordable housing that is stated in its articles of incorporation, bylaws, or charter;

(C) has at least one-fourth of its board of directors residing in the municipality; and

(D) engages primarily in the building, repair, rental, or sale of housing for low-income individuals and families; or

(3) a religious organization that:

(A) owns other property located in the municipality that is exempt from taxation under Section 11.20, Tax Code; and

(B) has entered into a written agreement with the municipality regarding the revitalization of the land.

(b) A municipality operating under this section may by ordinance determine the individuals and families who qualify as low-income individuals and families under Subsection (a)(1) or (2). In adopting an ordinance under this subsection, the municipality shall consider median income of individuals and median family income in the area.

Added by Acts 1995, 74th Leg., ch. 550, Sec. 1, eff. June 13, 1995. Amended by Acts 1997, 75th Leg., ch. 712, Sec. 1, eff. June 17, 1997; Acts 1999, 76th Leg., ch. 181, Sec. 1, eff. Aug. 30, 1999; Acts 1999, 76th Leg., ch. 817, Sec. 3, eff. Sept. 1, 1999. Redesignated from Tax Code, Sec. 34.015 and amended by Acts 2001, 77th Leg., ch. 1420, Sec. 18.005, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1430, Sec. 33, eff. Sept. 1, 2001.

Sec. 253.011. CONVEYANCE TO NONPROFIT CORPORATION FOR PUBLIC USE. (a) In this section, "nonprofit organization" means an organization exempt from federal taxation under Section 501(c) (3), Internal Revenue Code of 1986, as amended.

(b) This section does not apply to a municipality with a population of 1.9 million or more.

(c) A municipality may transfer to a nonprofit organization, for consideration described by this section, real property or an interest in real property without complying with the notice and bidding requirements of Section 272.001(a) or other law.

(d) Consideration for the transfer authorized by this section shall be in the form of an agreement between the parties that requires the nonprofit organization to use the property in a manner that primarily promotes a public purpose of the municipality. If the nonprofit organization at any time fails to use the property in that manner, ownership of the property automatically reverts to the municipality.

(e) The municipality shall transfer the property by an appropriate instrument of transfer. The instrument must include a provision that:

(1) requires the nonprofit organization to use the property in a manner that primarily promotes a public purpose of the municipality; and

(2) indicates that ownership of the property automatically reverts to the municipality if the nonprofit organization at any time fails to use the property in that manner.

(f) Provided, however, that if the real property to be transferred lies outside the municipality's corporate limits and outside the county where 80 percent of the municipality's residents reside, the municipality must obtain the consent of the county commissioners court in the county where the real property is located.

Added by Acts 2001, 77th Leg., ch. 784, Sec. 1, eff. Sept. 1, 2001.

Sec. 253.012. CONVEYANCE TO ECONOMIC DEVELOPMENT CORPORATION BY CERTAIN MUNICIPALITIES. (a) In this section, "economic development corporation" means a Type A corporation governed by Chapter 504 or a Type B corporation governed by Chapter 505.

(b) This section applies only to a municipality with a population of 20,000 or less.

(c) A municipality may transfer to an economic development corporation, for consideration described by this section, real property or an interest in real property without complying with the notice and bidding requirements of Section 272.001(a) or other law.

(d) Consideration for a transfer authorized by this section is in the form of an agreement between the parties that requires the economic development corporation to use the property in a manner that primarily promotes a public purpose of the municipality. If the economic development corporation at any time fails to use the property in that manner, ownership of the property automatically reverts to the municipality.

(e) The municipality shall transfer the property by an appropriate instrument of transfer. The instrument must include a provision that:

- (1) requires the economic development corporation to use the property in a manner that primarily promotes a public purpose of the municipality; and
- (2) indicates that ownership of the property automatically reverts to the municipality if the nonprofit organization at any time fails to use the property in that manner.

(f) A municipality may not transfer property to an economic development corporation under this section if the municipality acquired the property through eminent domain.

Added by Acts 2009, 81st Leg., R.S., Ch. 1158 (H.B. 3072), Sec. 1, eff. June 19, 2009.

Sec. 253.013. DONATION OF REAL PROPERTY OF NEGLIGIBLE OR NEGATIVE VALUE TO CERTAIN PRIVATE PERSONS. (a) This section applies only to:

- (1) a municipality with a population greater than 150,000 and less than 200,000 that is located in three counties; and
- (2) a municipality with a population greater than 65,000 and less than 90,000 that is located in a county in which part but not all of a military installation is located.

(b) The governing body of a municipality to which this section applies may determine that real property located inside the boundaries of the municipality and owned by the municipality is surplus real property of negligible or negative value if:

- (1) the property is not improved, including by having a structure on it or by being paved;
- (2) ownership of the property does not provide any identifiable positive benefit to the municipality in relation to the municipality's current needs;
- (3) ownership of the property is not likely to provide any identifiable positive benefit to the municipality in relation to the municipality's future needs; and
- (4) the cost of maintaining the property is a substantial burden to the municipality.

(c) The governing body of a municipality that makes a determination under Subsection (b) shall adopt written findings and conclusions regarding the determination made.

(d) The governing body of a municipality that makes a determination under Subsection (b) that certain real property is surplus real property of negligible or negative value may donate that property to a private person who owns property

adjacent to the surplus real property of negligible or negative value.

(e) Section 272.001 does not apply to a conveyance of property authorized by this section.

Added by Acts 2011, 82nd Leg., R.S., Ch. 816 (H.B. 2584), Sec. 1, eff. June 17, 2011.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 303 (H.B. 1427), Sec. 1, eff. June 14, 2013.

Sec. 253.014. BROKER AGREEMENTS AND FEES FOR SALE OF REAL PROPERTY BY HOME-RULE MUNICIPALITY. (a) In this section, "broker" means a person licensed as a broker under Chapter 1101, Occupations Code.

(b) The governing body of a home-rule municipality may contract with a broker to sell a tract of real property that the municipality:

(1) owns; or

(2) holds in trust and has the authority to sell.

(c) The governing body may pay a fee if a broker produces a ready, willing, and able buyer to purchase a tract of real property.

(d) If a contract is made under Subsection (b) with a broker to list the tract of real property for sale for at least 30 days with a multiple-listing service, the governing body on or after the 30th day after the date the property is listed may sell the tract of real property to a ready, willing, and able buyer who is produced by any broker using the multiple-listing service and who submits the highest cash offer.

(e) The governing body may sell a tract of real property under this section without complying with the public auction requirements prescribed by Section 253.008 or other law or the notice and bidding requirements prescribed by Section 272.001 or other law.

Added by Acts 2013, 83rd Leg., R.S., Ch. 462 (S.B. 985), Sec. 1, eff. June 14, 2013.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1110 (H.B. 3244), Sec. 1, eff. June 19, 2015.



AGENDA ITEM: Tourism Management and Development Committee Appointments
SUBMITTED BY: Patricia Cantu Kelly
DATE SUBMITTED: October 22, 2018
MEETING DATE: November 1, 2018

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

City Council approved Ordinance No. 2018-36, establishing the Tourism Management and Development Committee on September 20th. Council appointed the following five members on October 4th:

- Lois Mahoney Lodging Operator
- Natalie Meeks Lodging Operator
- Mark Bursiel Lodging Operator
- Dan Sturdivant Lodging Operator
- Madonna Kimball Citizen Representative

The Merchants Association Representative and the Arts/Historical Representative still need to be appointed.

The following individuals have submitted applications for the Committee: Dean Miller (Merchants), Stan Allen (Arts) and Laura Warlick (Arts).

Nomination letters/emails and applications are attached.

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

Wimberley Merchants Association

PO Box 27

Wimberley, Texas 78676

To: City Council

Fr: Craig Calley

Re: Tourism Board

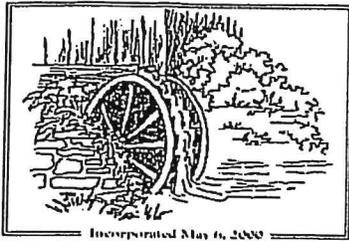
Please accept the application from Dean Miller of Rancho Deluxe as the WMA's candidate for the Wimberley Tourism Board. Mr. Miller has volunteered to represent our organization on this newly formed Board and has been currently working on increased tourism for our town. I believe the success of this Board will depend on the diversity of members, those that can add valued perspectives of their experiences of our local economy and businesses.

Mr. Miller will be nominated and voted on at our next monthly meeting November 5th, 2018. I will forward a formal letter endorsing Mr. Millers position on this Board after our meeting.

Thank you for your consideration,

Craig Calley

President, WMA 2018



RECEIVED
SEP 20 2018

City of Wimberley

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

Application for Appointment to Commission / Board / Committee

Name of Commission/Board/Committee: Tourism Management and Development (TMAID)

Nominated By: Patricia Cantu Kelly

Name: Dean Miller Phone: 512-923-5204 E-mail: ranchodeluxe3@yahoo.com

Physical Address: 14 Palmer Lane Wimberley, TX 78676

Mailing Address
(If different than physical address): _____

Employer: Rancho Deluxe Position/Occupation: Owner/Retailer

Business Number: 512 847 9570 Fax: N/A

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

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

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

If "Yes" please explain: _____

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

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

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

owner of Rancho Deluxe on Wimberley Square

Signature: Dean Miller Date: 9-19-18

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

From: [Pamela Rudd](#)
To: [Laura Calcote](#)
Subject: Tourism Committee
Date: Friday, October 19, 2018 1:10:50 PM

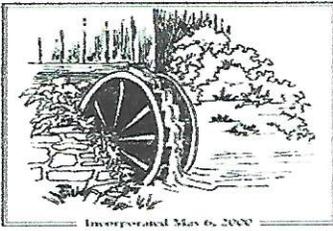
Hi, Laura—

Just making certain that you rec'd my email that we, WVACA, will have Stan Allen complete the application as the Arts representative on the Tourism Committee.

Thank you for your email inquiring if we'd like a rep. We appreciate it!

Pamela Rudd
President 2018
WVACA Wimberley
wvacaweb@gmail.com

Pamela Rudd
wimberleyarts@gmail.com



City of Wimberley

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

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

Application for Appointment to Board/Commission/ Committee

Name of Board/Commission/Committee: Tourism Management and Development Committee

Nominated By: Wimberley Valley Arts and Culture Alliance

Name: Stan Allen Phone: 512 952-0098 E-mail: StanAllen@AllenSys.com

Physical Address: 10 villa Meadow, Wimberley, TX 78676

Mailing Address
(If different than physical address): _____

Employer: Bent Tree Gallery Position/Occupation: Owner

Business Number: 512 847-9438 Fax: _____

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

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

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

If "Yes" please explain: _____

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

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

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

I spent 30 years as an independent developer of administration software for the Insurance industry. Around the turn of the century I semi retired from the software business, and turned to art to fill the creative void.

In 2002 I was one of the founders for Artists' Show Place in Dallas. In 2005 my daughter and I opened the Bent Tree Gallery of Taos. When my wife Myra retired from the University of Texas in Dallas, we sold our home in Dallas and traveled around the US and Candida in a motor home and discovered the "Little bit of Heaven" they call Wimberley.

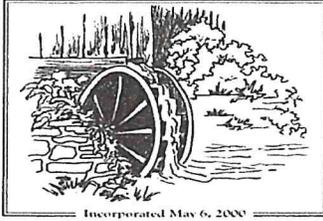
I opened the Bent Tree Gallery of Wimberley in 2008.

I started the Wimberley Arts Fest in 2008, and have served as one of the organizers and chairmen of that nationally recognized event for the last 10 years.

I have served on the board of the chamber of commerce, the Wimberley Valley Art League, and have been elected to the board of the Wimberley Valley Arts and Culture Alliance.

Signature: Date: 10/20/2018

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



City of Wimberley

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



Application for Appointment to Board/Commission/Committee

Name of Board/Commission/Committee: Tourism Management Development

Nominated By: Patricia Cantu Kelly

Name: Laura Warlick Phone: 830-624-5110 E-mail: laurawarlick@gmail.com

Physical Address: 14201 Ranch Rd 12, Wimberley TX 78676

Mailing Address
(If different than physical address): _____

Employer: self / BlueJug Market Position/Occupation: co-owner

Business Number: 512-387-1001 Fax: _____

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

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

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

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

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

Please describe any qualifications, expertise, credentials or special interests that relate to your possible appointment. If you are not responding to a specific advertisement, please indicate the Board/Commission/Committee that you would prefer to serve on. Attach a separate sheet, if necessary.
I am an artist and teach art classes in our community. I wish to use my talents to lend a hand to the tourism committee, while hopefully leading more people to Wimberley to support small businesses.

Signature: Laura Warlick

Date: 10/22/18

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



AGENDA ITEM: **Collection Letter**
SUBMITTED BY: Patricia Cantu Kelly
DATE SUBMITTED: October 22, 2018
MEETING DATE: November 1, 2018

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discuss and consider possible action regarding the status of the collection notice sent to the Wimberley Convention and Visitors Bureau Foundation in the amount of \$38,590, due to breach of contract services. This matter was previously discussed at the October 4th City Council Meeting. All correspondence relating to the topic is attached.

REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

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

STAFF RECOMMENDATION

Visitor Center Operations Agreement

The **City of Wimberley**, a Texas general law Type A municipal corporation, (“City”), and the Wimberley Convention and Visitors Bureau Foundation, a Texas non-profit corporation, (“Visitor Center”), enter into this Operations Agreement (“Agreement”) on February 15, 2018, upon the terms and conditions set forth below:

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

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

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

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

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

I. Findings Incorporated

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

II. Term

This Agreement shall be effective beginning on the Effective Date (February 15, 2018) and shall remain in effect until February 15, 2021, subject to the termination provision described in Section VII below.

III. Definitions

3.1 **Act.** The word “Act” means Chapter 351 of the Texas Tax Code, as amended.

3.2 **Agreement.** The word “Agreement” means this Visitor Center Operations Agreement, together with all exhibits and schedules attached to this Visitor Center Operations Agreement from time to time, if any.

3.3 **City.** The word “City” means the City of Wimberley, Texas.

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

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

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

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

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

IV. Services to be Provided

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

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

- (a) The Visitor Center shall provide the following services to the City:
 - i. The Visitor Center will operate and maintain the Visitor Center facility and provide information to area visitors. The Visitor Center agrees to treat all tourist lodging facilities in a reasonably consistent manner and to provide information to tourists regarding all lodging options within the City.
- (b) The Visitor Center shall establish a separate checking account or banking account for receipt of the Local Hotel Occupancy Tax Revenue; and
- (c) Any proposed change to the use by the Visitor Center of Local Hotel Occupancy Tax Revenue according to the schedule attached as **Exhibit A** and as described by this Agreement must be approved in advance by the City Council and authorized by the City in writing as an amendment to this Agreement.

V. Budget, Accounting, and Reporting Requirements

5.1 **Budget.** Prior to the Effective Date of this agreement, and no later than December 31 of each year thereafter, the Visitor Center shall provide to the City a proposed written request for reimbursement of the previous year's operating expenses and for anticipated expenses for which there may be no historical experience as may be required. The budget shall also reflect the results of consultation between the Visitor Center and appropriate City staff concerning, projected

available Local Hotel Occupancy Tax Revenue for the ensuing Fiscal Year, any amounts available in the Visitor Center's reserve funds, and estimated costs of the services provided by this Agreement. The City agrees that, in the event of unforeseen emergencies which may occur from time to time during the course of this agreement, the Visitor Center may submit special requests for additional funding, if required. Funding for each request will be due within ninety days of the receipt of the request in year one, and March 31 for each year thereafter. Each request may be submitted in a form similar to that illustrated in **Exhibit A**.

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

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

5.4 Annual Audit. At the conclusion of each year, during the term of this agreement, the Visitor Center shall engage an independent firm of certified public accountants to audit its financial statements in accordance with generally accepted auditing standards. The Visitor Center shall include such additional supplemental information as the City may request to be included in the auditor's report and shall deliver to the City Administrator a copy of its audited financial statements and related supplemental information, no later than 120 days after the end of each Fiscal year.

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

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

VI. Payments by the City

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

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

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

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

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

VII. Termination

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

VIII. Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

8.11 **Entire Agreement.** This Agreement, including its exhibits and attachments, if any, represents the entire agreement between the parties regarding the subject matter, and there are no other representations, understandings, or agreements between the parties relative to such subject matter.

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

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

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

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

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

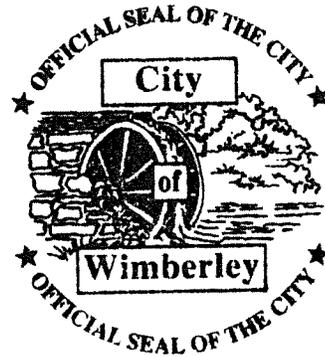
[Remainder of page intentionally left blank.]

APPROVED AND AGREED:

FOR THE CITY OF WIMBERLEY:

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

Date: 2/15/18



FOR WIMBERLEY CONVENTION AND VISITORS BUREAU FOUNDATION:

By: 
Name: Michael Scott
Title: Treasurer

Date: 2/15/18



P.O. Box 12
Wimberley, Texas 78676
(512) 847-2201
info@wimberley.org
www.wimberley.org

BOARD OF DIRECTORS

April 10, 2018

Executive Committee

Brent Pulley
Chair

Laura Calcote
City of Wimberley

Jerri Roberts
Vice Chair

P.O. Box 2027
Wimberley, Texas 78676

Michael Scott
Treasurer

Judy Roach
Secretary

Dear Laura,

Directors

The following is an excerpt from the minutes of a regular meeting of the Board of Directors of the Wimberley Valley Chamber of Commerce and the Wimberley Convention and Visitors Bureau Foundation (Visitor Center) held at the Wimberley Visitor Center on Monday April 9, 2018 at 5:00 P.M.:

April Anderson

Peggy Crakes

“A motion was made by Michael Scott, seconded by Karen Poe and with unanimous carry to accept a counter offer from the Wimberley City Council for \$50,840 in Hotel Occupancy Tax funding for the Wimberley Valley Visitor Center per the attached copy of the proposal submitted to the Wimberley City Council on March 29, 2018.”

LD Hansen

Zoe Hudson

Greg Howard

Michael Harthcock

Karen Poe

Josh Smith

Linda Webb



Michael J Scott, Treasurer

Attachment

Executive Director

Cathy Moreman

Finance Director

John Palumbo

Wimberley Convention and Visitors Bureau Foundation

Hotel Tax Funding Request for:

Actual Expenses for the Fiscal Year Ended 9/30/17
 And Certain Projected Expenses for the Fiscal Year
 ending 9/30/18

	Actual Fiscal Yr Ended 9/30/2017	City HOT Share	City Funding Amount
Operating Expenses			
* Annual Audit	3,500	100%	3,500
Hospitality	1,587	75%	1,190
Copier Lease	2,282	75%	1,712
Insurance	1,202	75%	902
Office Supplies	1,491	75%	1,118
Postage	746	75%	560
Cleaning	2,616	75%	1,962
Repairs/Maintenance*	1,150	75%	863
Utilities - Electric	2,091	75%	1,568
Utilities - Water	454	75%	341
Utilities - Trash	834	75%	626
Telephone	1,858	75%	1,394
** Staff Wages (New Part-time Position Non-management)	23,400	100%	-
** Staff Payroll Taxes (Non-management)	1,790	100%	-
Salaries - Management	97,924	25%	24,481
Payroll Tax Management	7,491	25%	1,873
Total	150,416		42,087
Furniture, Fixtures and Equipment			
* Lobby Renovation (To accommodate lodging, tourism)	5,000	100%	5,000
* Furniture/Fixtures	2,500	100%	2,500
* Computers	750	100%	750
* Computer Maintenance	500	100%	500
	8,750		8,750
Rounding			3
	159,166		50,840

* These are projected expenses for the Fiscal Year ending 9/30/18

** This is a permanent, part-time clerical level position we would like to add at 30/hr per week, \$15/hr. We are projecting a hire date of 7/1/18.

AS APPROVED 3/29/18



P.O. Box 12
Wimberley, Texas 78676
(512) 847-2201
info@wimberley.org
www.wimberley.org

BOARD OF DIRECTORS

July 23, 2018

Executive Committee

Shawn Cox
Wimberley City Hall
HAND DELIVERED

Brent Pulley
Chair

Jerri Roberts
Vice Chair

Michael Scott
Treasurer

Judy Roach
Secretary

NOTICE OF TERMINATION

Dear Shawn,

The following is an excerpt from the minutes of a special meeting to the Board of Directors of the Wimberley Valley Chamber of Commerce and the Wimberley Convention and Visitors Bureau Foundation held via email on Monday July 23, 2018:

Directors

April Anderson

Peggy Crakes

LD Hansen

Zoe Hudson

Greg Howard

Michael Harthcock

Karen Poe

Josh Smith

Linda Webb

A motion was made to the Board as follows:

1. The contract between the City of Wimberley and the Wimberley Convention and Visitor Bureau Foundation, dated February 15, 2018 the "Contract", be formally terminated by this Board as of today.
2. All monies received by the Visitor Center which were intended to compensate the Visitor Center for future expenses related to the terms of our agreement (\$12,250) be returned to the city today with no further actions to be taken by the Visitor Center related to our contract.
3. Any and all involvement with the City of Wimberley, and any committee's thereof, by the Wimberley Valley Chamber of Commerce or the Wimberley Convention and Visitor Bureau Foundation in any capacity regarding or related to the collection and/or disbursement of hotel tax funds be terminated effective immediately.

Executive Director
Cathy Moreman

Finance Director
John Palumbo

With unanimous carry, the above motion was approved.

Therefore, the Contract is hereby TERMINATED in accordance with the Motion, our previous letter of June 22, 2018, and the terms of the Contract. A check for the aforementioned \$12,250.00 is enclosed.

Michael Scott
Treasurer

Wimberley Convention and Visitors Bureau Foundation

Hotel Tax Funding Request for:

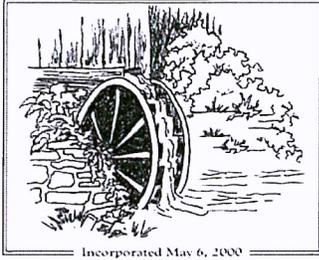
Actual Expenses for the Fiscal Year Ended 9/30/17
 And Certain Projected Expenses for the Fiscal Year
 ending 9/30/18

	Actual Fiscal Yr Ended 9/30/2017	City HOT Share	City Funding Amount
Operating Expenses			
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Hospitality	1,587	75%	1,190
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Telephone	1,858	75%	1,394
** Staff Wages (New Part-time Position Non-management)	23,400	100%	-
** Staff Payroll Taxes (Non-management)	1,790	100%	-
Salaries - Management	97,924	25%	24,481
Payroll Tax Management	7,491	25%	1,873
Total	150,416		42,087
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* Furniture/Fixtures	2,500	100%	2,500
* Computers	750	100%	750
* Computer Maintenance	500	100%	500
	8,750		8,750
Rounding			3
	159,166		50,840

* These are projected expenses for the Fiscal Year ending 9/30/18

** This is a permanent, part-time clerical level position we would like to add at 30/hr per week, \$15/hr. We are projecting a hire date of 7/1/18.

AS APPROVED 3/29/18



City of Wimberley

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

Susan Jagers, Mayor Gary Barchfeld, Mayor Pro-tem
Council Members – Mike McCullough Craig Fore Allison Davis Patricia Cantu Kelly

September 5, 2018

Michael Scott
Treasurer
Wimberley Convention and Visitors Bureau
PO Box 12
Wimberley, TX 78676

Re: Notice of Termination

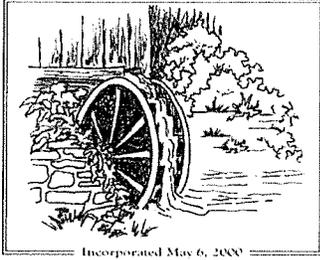
Mr. Scott,

Please let this letter serve as acknowledgement that the City did receive the "Notice of Termination" letter and check for \$12,250.00 from the Wimberley Convention and Visitors Bureau Foundation dated July 23, 2018.

The City Council at its August 16, 2018 Regular Council Meeting did formally accept the termination of the contract between the Wimberley Convention and Visitors Bureau Foundation and the City of Wimberley, originally approved by the City on February 15, 2018.

Sincerely,


Shawn Cox
City Administrator



City of Wimberley

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

Susan Jagers, Mayor Gary Barchfeld, Mayor Pro-tem
Council Members – Mike McCullough Craig Fore Allison Davis Patricia Cantu Kelly

September 14, 2018

Cathy Moreman, Executive Director
Michael Scott, Treasurer
Wimberley Convention and Visitors Bureau
PO Box 12
Wimberley, TX 78676

Re: Return of Hotel Occupancy Tax Funds

Mr. Scott,

On February 15, 2018, the City of Wimberley and the Wimberley Convention and Visitors Bureau Foundation entered into a Visitors Center Operations Agreement. Under this Agreement, the Visitors Center was provided \$50,840.00 in funding for the following services:

- Annual Expenses for Fiscal Year 2017 - \$38,590.00
- Projected Expenses for Fiscal Year 2018 - \$12,250.00

This agreement was terminated on July 23, 2018 by the Wimberley Convention and Visitors Bureau Foundation, and \$12,250.00 for projected FY 2018 expenses was returned. The termination was formally accepted by the City on August 16, 2018.

Under Section IV. Services Provided, Subsection 4.2(a)i., the Visitor Center agreed to provide the following service:

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

This was one of two affirmative duties required by the Visitor's Center and the Center did not act accordingly. The City has information and knowledge that in FY 2017, only Chamber of Commerce member information was provided to visitors and tourists. This is a direct violation of the Agreement and primary duty required by the Center.

Additionally, the City has information and knowledge that requirements under Section V. Budget, Accounting, and Reporting Requirements, Subsection 5.5 Quarterly Financial Reporting,

Subsection 5.6 Additional Quarterly Financial Quarterly Reporting, and Section VIII> Miscellaneous, Subsection 8.3 Insurance, have not been met.

As the services and contractual obligations required to be provided per the agreement were not met, the City of Wimberley requests that the remaining balance of funds (\$38,590.00) provided to the Wimberley Convention and Visitors Bureau Foundation for FY 2017 expenses be returned to the City of Wimberley by October 1, 2018.

Sincerely,


Shawn Cox
City Administrator

Brent H. Pulley
ATTORNEY AND COUNSELOR AT LAW
26 WOODCREEK DRIVE
WIMBERLEY, TEXAS
TELEPHONE (214) 949-9149
TELECOPIER (512) 842-3039
e-mail bhpulley@yahoo.com
bhpulleylaw.com

October 1, 2018

Mr. Shawn Cox
City Administrator
CITY OF WIMBERLEY
P.O. Box 2027
Wimberley, TX 78676

Via: 1st Class Mail, CMRRR # 7018 0040 0000 8579 2681 and
Email: scox@cityofwimberley.com

***RE: Visitor Center Operations Agreement - City of Wimberley and
Wimberley Convention and Visitor Bureau Foundation***

Mr. Cox:

Thank you for your letter of September 14, 2018 regarding the Visitors Center Operations Agreement (the "Agreement"). I am responding on behalf of the Wimberley Convention and Visitors Bureau (the "Visitor Center").

The Agreement was a valid and binding contract that was extensively reviewed and then approved by City Staff, the City Attorney's Office, and by the previous City Council. Further, the Agreement clearly complied with State law governing use of HOT funds. Any claim that this Agreement was somehow "illegal" is nonsense and is possibly defamatory.

The City maintains that the Visitors Center breached §4.2(a)(i) of the 2018 Agreement by failing to provide certain services *in 2017*. It would have been physically impossible for the Visitors Center to perform any alleged 2018 contractual obligation in 2017. This is not a legitimate claim of any alleged default under the 2018 Agreement.

The City also references §5.5 – Quarterly Financial Reporting; that information was provided to the City with the Visitors Center's funding request. A copy of that information is again **enclosed** (see: bates #s 00001 - 00002). To the extent necessary, the most recent (prior to termination) quarter-end report for 3/31/18 - i.e. the Visitors Center's Balance Sheet and Income Statement - is **enclosed** (see: bates #s 00003 - 00004). Any claim of default based on this issue accordingly fails.

As to §5.6 – Additional Quarterly Reporting; a copy of our IRS Form 990 for the most recent fiscal year end (9/30/17) was provided to the City with our funding request. This complies with the requirements of this section. Any claim of default based on this issue accordingly fails.

Finally, as to §8.3 – Liability Insurance; the Visitor Center has long had sufficient insurance coverage in accordance with the Agreement. Further, the City is named as an “additional insured” as required. A copy of the policy is again **enclosed** (see: bates #s 00005 - 00013). Any claim of default based on this issue accordingly fails.

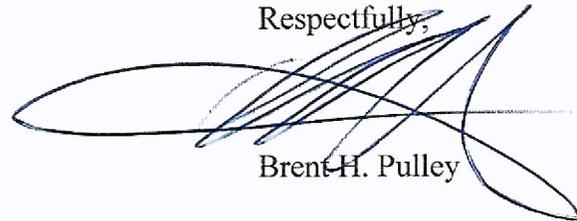
In addition, any such claims of breach under the Agreement would at best be “technical” breaches in nature, and would not support any damage claim - much less a claim for \$38,590.00. Further, there was no “notice and opportunity to cure” as is generally required to claim compensation under a contract.

We respectfully decline the demands in your letter as they are not supported by the facts or the law. Further, the Agreement with the City has been mutually terminated, and any contractual obligations between the parties have ended.

In the meantime, the Visitors Center will continue work to support this community and keep it an amazing and wonderful place to live and to visit.

Feel free to call to discuss this further. Many thanks, Shawn

Respectfully,

A handwritten signature in blue ink, appearing to read "Brent H. Pulley", written over the printed name.

Brent H. Pulley

Wimberley Convention and Visitors Bureau Foundation

Profit & Loss

09/17/18

October through December 2017

Accrual Basis

	Oct - Dec 17
Ordinary Income/Expense	
Income	
Donation Income	1,501.00
Merchandise Income	1,282.02
Total Income	2,783.02
Cost of Goods Sold	
Merchandise Expense	1,133.40
Total COGS	1,133.40
Gross Profit	1,649.62
Expense	
Hospitality	
Volunteer Appreciation	82.52
Hospitality - Other	476.48
Total Hospitality	559.00
Operations	
Copier Lease	608.88
Insurance	1,945.46
Office Supplies	410.37
Postage	188.42
Repairs and Maintenance	
Cleaning	631.43
Repairs and Maintenance - Other	735.49
Total Repairs and Maintenance	1,366.92
Total Operations	4,520.05
Sales Tax	-105.78
Utilities	
Electric	374.21
Telephone	573.23
Trash	150.60
Water	74.30
Total Utilities	1,172.34
Total Expense	6,145.61
Net Ordinary Income	-4,495.99
Net Income	-4,495.99

Wimberley Convention and Visitors Bureau Foundation

Balance Sheet

09/17/18

As of December 31, 2017

Accrual Basis

	<u>Dec 31, 17</u>
ASSETS	
Current Assets	
Checking/Savings	
Texas Regional Bank	21,721.44
Total Checking/Savings	21,721.44
Other Current Assets	
Due from Chamber	413.36
Total Other Current Assets	413.36
Total Current Assets	22,134.80
Fixed Assets	
Accumulated Depreciation	-9,393.00
Artwork-The Crossing-Lilly Pell	4,708.88
Furniture & Equipment	16,604.30
Leasehold Improvements	8,296.50
Total Fixed Assets	20,216.68
TOTAL ASSETS	42,351.48
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	5.00
Total Accounts Payable	5.00
Total Current Liabilities	5.00
Total Liabilities	5.00
Equity	
Opening Balance Equity	440.86
Transfer FROM Chamber	500.00
Unrestricted Net Assets	45,901.61
Net Income	-4,495.99
Total Equity	42,346.48
TOTAL LIABILITIES & EQUITY	42,351.48

Wimberley Convention and Visitors Bureau Foundation

Balance Sheet

09/17/18

As of March 31, 2018

Accrual Basis

	<u>Mar 31, 18</u>
ASSETS	
Current Assets	
Checking/Savings	
Texas Regional Bank	16,972.99
Total Checking/Savings	<u>16,972.99</u>
Other Current Assets	
Due from Chamber	413.36
Total Other Current Assets	<u>413.36</u>
Total Current Assets	17,386.35
Fixed Assets	
Accumulated Depreciation	-9,393.00
Artwork-The Crossing-Lilly Pell	4,708.88
Furniture & Equipment	16,604.30
Leasehold Improvements	8,296.50
Total Fixed Assets	<u>20,216.68</u>
TOTAL ASSETS	<u>37,603.03</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	5.00
Total Accounts Payable	<u>5.00</u>
Total Current Liabilities	<u>5.00</u>
Total Liabilities	5.00
Equity	
Opening Balance Equity	440.86
Transfer FROM Chamber	500.00
Unrestricted Net Assets	45,901.61
Net Income	-9,244.44
Total Equity	<u>37,598.03</u>
TOTAL LIABILITIES & EQUITY	<u>37,603.03</u>

Wimberley Convention and Visitors Bureau Foundation

Profit & Loss

October 2017 through March 2018

	<u>Oct '17 - Mar 18</u>
Ordinary Income/Expense	
Income	
Donation Income	1,605.00
Merchandise Income	
Merchandise Income - Other	1,661.55
Total Merchandise Income	<u>1,661.55</u>
Total Income	3,266.55
Cost of Goods Sold	
Merchandise Expense	1,303.40
Total COGS	<u>1,303.40</u>
Gross Profit	1,963.15
Expense	
Advertising Expense	
Website	240.00
Total Advertising Expense	240.00
Event Expense	
July 4th Expenses	5.00
Total Event Expense	5.00
Hospitality	
Volunteer Appreciation	222.44
Hospitality - Other	807.85
Total Hospitality	1,030.29
Merchant Account Fees	4.77
Operations	
Copier Lease	1,270.05
Insurance	1,945.46
Office Supplies	619.25
Postage	314.50
Professional Fees	853.10
Repairs and Maintenance	
Cleaning	1,075.43
Repairs and Maintenance - Other	1,366.69
Total Repairs and Maintenance	<u>2,442.12</u>
Total Operations	7,444.48
Sales Tax	160.84
Utilities	
Electric	726.79
Telephone	1,146.61
Trash	301.20
Water	147.61
Total Utilities	<u>2,322.21</u>
Total Expense	<u>11,207.59</u>
Net Ordinary Income	-9,244.44
Net Income	<u><u>-9,244.44</u></u>

DECLARATIONS (CONTINUED)

**Businessowners Policy for WIMBERLEY CONVENTION AND
Policy Number 90-BP-E859-3**

SECTION I - PROPERTY SCHEDULE

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase-Business Personal Property
001	14100 RANCH ROAD 12 WIMBERLEY TX 78676-5354	\$ 345,200	\$ 22,800	25%

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index: 172.3
Cov B - Consumer Price Index: 245.5

SECTION I - DEDUCTIBLES

Basic Deductible \$1,000

Special Deductibles:

Money and Securities \$250 Equipment Breakdown \$1,000

The Inflation Coverage provision may change your deductible. Refer to page 17 of your policy.

Prepared
FEB 28 2018
CMP-4000

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DECLARATIONS (CONTINUED)

Businessowners Policy for WIMBERLEY CONVENTION AND
Policy Number 90-BP-E859-3

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	\$10,000
Off Premises	\$5,000
Arson Reward	\$5,000
Back-Up Of Sewer Or Drain	\$10,000
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery Or Alteration	\$10,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Money And Securities (Off Premises)	\$2,000
Money And Securities (On Premises)	\$5,000
Money Orders And Counterfeit Money	\$1,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000

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FEB 28 2018
CMP-4000

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DECLARATIONS (CONTINUED)

Businessowners Policy for WIMBERLEY CONVENTION AND
Policy Number 90-BP-E859-3

Ordinance Or Law - Equipment Coverage	Included
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Preservation Of Property	30 Days
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$2,500
Valuable Papers And Records	
On Premises	\$10,000
Off Premises	\$5,000
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

SECTION II - LIABILITY

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$1,000,000

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DECLARATIONS (CONTINUED)

Businessowners Policy for WIMBERLEY CONVENTION AND
Policy Number 90-BP-E859-3

Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
CMP-4243.2	Amendatory Endorsement
FE-6999.2	Terrorism Insurance Cov Notice
CMP-4706	Back-Up of Sewer or Drain
CMP-4709	Money and Securities
CMP-4705.2	Loss of Income & Extra Expnse
CMP-4804	Addl Insd Club Members
CMP-4802	Addl Insd Lessor of Leased Eqp
CMP-4875	Loss Payable
CMP-4860	AI Design Person Org
FE-3650	Actual Cash Value Endorsement
CMP-4561.1	Policy Endorsement
FD-6007	Inland Marine Attach Dec

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DECLARATIONS (CONTINUED)

Businessowners Policy for WIMBERLEY CONVENTION AND
Policy Number 90-BP-E859-3

SCHEDULE OF ADDITIONAL INTERESTS

Interest Type: Addl Insured-Section II
Endorsement #: CMP4802
Loan Number: N/A

WELLS FARGO FINANCIAL LEASING
INC
800 WALNUT ST
DES MOINES IA 503093891

Interest Type: Addl Insured-Section II
Endorsement #: CMP4860
Loan Number: N/A

SOUTH RIVER COMMERCIAL POA
160 SOUTH RIVER
WIMBERLEY TX 78676

Interest Type: Addl Insured-Section II
Endorsement #: CMP4860
Loan Number: N/A

TRACEY DEAN-MIKE MCCOY-SOUTH
RIVER PROPERTIES GP LLC-
SOUTH RIVER PROPERTIES LRD
340 COUNTY ROAD 158
KYLE TX 786406058

Interest Type: Loss Payee
Endorsement #: CMP4875
Loan Number:

WELLS FARGO FINANCIAL LEASING
INC
800 WALNUT ST
DES MOINES IA 503093891

Interest Type: Addl Insured-Section II
Endorsement #: CMP4860
Loan Number: N/A

CITY OF WIMBERLEY
221 STILLWATER
WIMBERLEY TX 786765340

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DECLARATIONS (CONTINUED)

Businessowners Policy for WIMBERLEY CONVENTION AND
Policy Number 90-BP-E859-3

This policy is issued by State Farm Lloyds.

SERVICE OF PROCESS - Service of Process may be had upon the State Official duly designated for such purpose in the state in which the property insured hereunder is located if State Farm Lloyds is licensed in such state; or upon the Commissioner of Insurance of the State of Texas; or upon the duly appointed Attorney-in-Fact for State Farm Lloyds at Richardson, Texas. Underwriters at State Farm Lloyds have complied with the laws of the State of Texas regulating Lloyds plan insurance and said statutes are hereby made a part of the policy. The entire assets of State Farm Lloyds supports its policies, but each individual underwriter's liability is several and not joint and is limited by law to the amount fixed by his/her underwriter's contract and subscription and no underwriter is liable as a partner. This policy is made and accepted subject to the foregoing stipulations and conditions together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto, and no agent or other representative of State Farm Lloyds shall have the power to waive any provision or condition of this policy. This policy is non-assessable and no contingent liability of any kind and character attaches to the insured named herein.

In Witness Whereof, State Farm Lloyds has caused this policy to be signed by its President and Secretary.

By:

Michael S. Wey
Secretary
State Farm Lloyds, Inc.
Attorney-in-Fact

State Farm Lloyds

Phillip H. Hawkins
President
State Farm Lloyds, Inc.
Attorney-In-Fact



STATE FARM LLOYDS
A LLOYDS COMPANY IN RICHARDSON, TEXAS

Po Box 853925
Richardson, TX 75085-3925

INLAND MARINE ATTACHING DECLARATIONS

Policy Number	90-BP-E859-3	
Policy Period	Effective Date	Expiration Date
12 Months	JAN 3 2018	JAN 3 2019
The policy period begins and ends at 12:01 am standard time at the premises location.		

M-25-2029-FB7E F N

Named Insured

WIMBERLEY CONVENTION AND
VISITORS BUREAU FOUNDATION
PO BOX 12
WIMBERLEY TX 78676-0012

ATTACHING INLAND MARINE

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Annual Policy Premium \$ [REDACTED]

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

Forms, Options, and Endorsements

- FE-8739 Inland Marine Conditions
- FE-8743.1 Inland Marine Computer Prop
- FE-6865 Amend of Inland Marine Condtns
- FE-8753 Inland Marine - Comm'l Articles

See Reverse for Schedule Page with Limits

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FD-6007

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ATTACHING INLAND MARINE SCHEDULE PAGE

ATTACHING INLAND MARINE

ENDORSEMENT NUMBER	COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
FE-8743.1	Inland Marine Computer Prop	\$ 25,000	\$ 500	Included
	Loss of Income and Extra Expense	\$ 25,000		Included
FE-8753	Inland Marine - Comm'l Articles	\$ 30,452	\$ 500	\$ [REDACTED]
	Property Description: Fine Arts			

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

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AGENDA ITEM: MindEcology Contract Findings
SUBMITTED BY: Patricia Cantu Kelly
DATE SUBMITTED: October 22, 2018
MEETING DATE: November 1, 2018

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discuss and consider possible action regarding MindEcology contract findings. This item was discussed at the October 4th City Council Meeting (see attached minutes).

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 type="checkbox"/>	Amount Under/Over Budget:	\$

STAFF RECOMMENDATION

Mark Bursiel	Lodging Operator
Dan Sturdivant	Lodging Operator
Madonna Kimball	Citizen Representative

Five of the seven members were appointed. The Merchants Association Representative and the Arts/Historical Representative would be appointed at a later date.

H. Discuss and consider possible action regarding the MindEcology contracts, services and performance.

There was discussion regarding the MindEcology’s performance results over the course of the contracts. Council Member Patricia Cantu Kelly questioned if tourism and sales tax had risen due to the marketing campaign. There was discussion on the funds generated by the campaign in conjunction with the money spent on the campaign.

Motion to allow Council Member Kelly and Council Member McCullough to review MindEcology’s performance and bring the findings to City Council by the first regular November meeting was made by Council Member Patricia Cantu Kelly. Motion was seconded by Council Member Gary Barchfeld. Motion carried unanimously (5-0).

I. Discuss and consider possible action regarding the status of the collection notice sent to the Wimberley Convention and Visitors Bureau Foundation in the amount of \$38,590, due to breach of services contract.

There was discussion regarding the status of the collection notice sent to the Wimberley Convention and Visitors Bureau Foundation. The organization had responded to the City on October 1st, stating they declined the demand to return the funds, which is included in the minutes as part of the record. There was also discussion on the entity’s performance, as well as the rhetoric used against the organization being inflammatory. Council Member Gary Barchfeld cautioned Council on filing suit against the Foundation.

Motion to turn the matter over to the City Attorney to initiate collection and assess penalties, interest and legal fees until such time as the money is returned to the City was made by Council Member Patricia Cantu Kelly. Motion was seconded by Council Member Gary Barchfeld. The motion carried as follows (4-1):

Mike McCullough	Aye
Craig Fore	Aye
Gary Barchfeld	Aye
Patricia Cantu Kelly	Aye
Allison Davis	Nay

CITY COUNCIL REPORTS

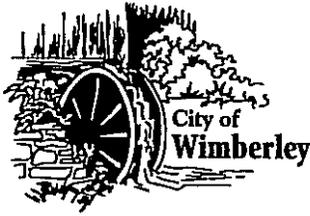
A. Announcements – None.

B. Future agenda items – Council Member Gary Barchfeld requested the incurred cost for freedom of information requests be placed on a future agenda, as well as fence issues within the City.

(City Council took a recess from 6:51 p.m. until 7:08 p.m.)

EXECUTIVE SESSION

(Executive Session was moved from Item No. 7 on the Agenda to Item No. 11, and heard at the end of the meeting)



AGENDA ITEM: Preservation Tree Ordinance
SUBMITTED BY: Allison Davis, Place 3
DATE SUBMITTED: October 25, 2018
MEETING DATE: November 1, 2018

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

ITEM: Discuss and consider possible action on proposed preservation tree ordinance for new commercial development.

REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

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

STAFF RECOMMENDATION



AGENDA ITEM: TWDB Update
SUBMITTED BY: Allison Davis, Place 3
DATE SUBMITTED: October 25, 2018
MEETING DATE: November 1, 2018

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

ITEM: Discuss and consider possible action regarding issues related to the Texas Water Development Board (TWDB) including, but not limited to, status of TWDB approval of change of scope of the Wimberley Wastewater project, discussion of meeting(s) with TWDB, by the mayor, and/or city council members, and/or staff and/or citizens.

REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

FINANCIAL

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

STAFF RECOMMENDATION