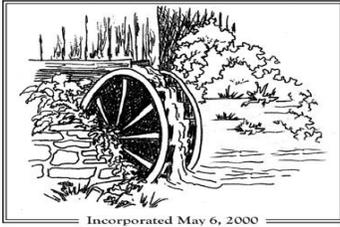


**REGULAR CITY  
COUNCIL MEETING  
PACKET**

**Thursday, November 15, 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 15, 2018 – 5:30 P.M.**

## **AGENDA**

1. **CALL TO ORDER** November 15, 2018 at 5:30 p.m.

2. **CALL OF ROLL** City Secretary

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG**

5. **CITIZENS COMMUNICATIONS**

*The City Council welcomes comments from citizens who have a direct stake in the business of the city, such as a landowner, resident, vendor or business owner on issues and items of concern, not on this agenda. Those wishing to speak must sign-in before the meeting begins and observe a three-minute time limit when addressing Council. Speakers will have one opportunity to speak during the time period. Speakers desiring to speak on an agenda item will be allowed to speak when the agenda item is called. Inquiries about matters not listed on the agenda will either be directed to staff or placed on a future agenda for Council consideration. Comments from speakers should not be directed towards any specific member of City Council or City staff. Comments should not be accusatory, derogatory or threatening in nature.*

6. **EXECUTIVE SESSION**

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

A. Executive Session pursuant to Texas Government Code, Section 551.071 (Consultation with Attorney) regarding the Black Castle contract.

B. Discussion and possible action resulting from Executive Session.

7. **CONSENT AGENDA**

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

- A. Approval of minutes from the Regular City Council Meeting held October 18, 2018.
- B. Approval of minutes from the Regular City Council Meeting held November 1, 2018.

**8. CITY ADMINISTRATOR REPORT**

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

**9. PUBLIC HEARINGS AND POSSIBLE ACTION**

- A. Hold a public hearing and consider approval regarding case ZA-18-009, an application for a Wimberley Planned Development District with base zoning of Neighborhood Services to allow for the operation of glamping vacation rentals and expansion of the existing Med Spa for property located at 210 Masonic Lodge Road, Wimberley, Hays County, Texas; and providing for the following: delineation on zoning map; findings of fact; severability; effective date and proper notice and meeting. (*Yvette & Ken Strange, Applicants*)
- B. Hold a public hearing and consider approval regarding case CUP-18-014, an application for a Conditional Use Permit to allow for the sale of beer, wine and alcohol for on-premise consumption with an eating establishment for property located at 110 Old Kyle Road, Wimberley, Hays County, Texas; and providing for the following: delineation on zoning map; findings of fact; severability; effective date and proper notice and meeting. (*Rancho Queso, Raquel Gottsch, Applicant*)
- C. Hold a public hearing and consider approval regarding case CUP-18-015, an application for a Conditional Use Permit to allow for the operation of a package store for the sale of beer and wine for off-premise consumption for property located at 110 Old Kyle Road, Wimberley, Hays County, Texas; and providing for the following: delineation on zoning map; findings of fact; severability; effective date and proper notice and meeting. (*Rancho Queso, Raquel Gottsch, Applicant*)
- D. Hold a public hearing and consider approval regarding case S-18-003, an application for an amending plat of Lot 48 & Lot 49, South River, Unit One, Wimberley, Hays County, Texas, to establish Lot 49A, and related variance request from the City subdivision code requirements relating to minimum lot size. (*Sonora Bank, Applicant*)

**10. DISCUSSION AND POSSIBLE ACTION**

- A. Discuss and consider possible action to approve the purchase of a replacement projection screen for the Wimberley Community Center in an amount not to exceed \$1,170.35 from Media Cottage.
- B. Discuss and consider possible action on proposed preservation tree ordinance for new commercial development.

- C. 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.
- D. Discuss and consider possible action to schedule training sessions regarding Roberts Rules of Order and the scope and responsibilities for the Board of Adjustment, the Planning and Zoning Commission and the Ethics Commission.
- E. Discuss and consider possible action on an agreement with the Wimberley Valley Arts League (WVAL).
- F. Discuss and consider possible action regarding Short-Term Rental Review Committee recommendations.
- G. Discuss and consider possible action regarding Texas Disposal Systems contract renewal.
- H. Discuss and consider possible action to approve Resolution No. 30-2018, authorizing the acceptance of an easement agreement for utilities to be located on a tract of land being Lot 30, Breezeway Subdivision, according to the map or plat therefore recorded in Volume 138, Page 160-A, Hays County Deed Records, a property owned by Paisley Jerome E (Life Estate).

**11. CITY COUNCIL REPORTS**

- A. Announcements
- B. Future agenda items

**12. ADJOURNMENT**

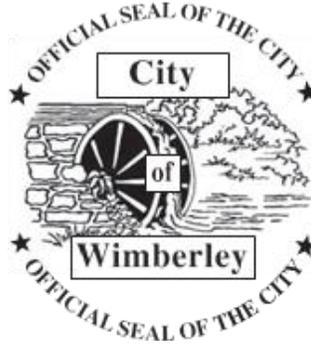
The City Council may retire into Executive Session at any time between the meeting’s opening and adjournment for the purpose of discussing any matters listed on the agenda as authorized by the Texas Government Code including, but not limited to, homeland security pursuant to Chapter 418.183 of the Texas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

**CERTIFICATION**

I hereby certify the above Notice of Meeting was posted on the bulletin board at Wimberley City Hall, a place convenient and readily accessible to the general public at all times, and to the City’s website, [www.cityofwimberley.com](http://www.cityofwimberley.com), in compliance with Chapter 551, Texas Government Code, on Friday, November 9, 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*  
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:** Consent Agenda  
**SUBMITTED BY:** Laura Calcote  
**DATE SUBMITTED:** November 8, 2018  
**MEETING DATE:** November 15, 2018

# AGENDA FORM

## ITEM DESCRIPTION/SUMMARY

- Approval of minutes from the Regular City Council Meeting held October 18, 2018.
- Approval of minutes from the Regular City Council Meeting held November 1, 2018.

## REQUESTED ACTION

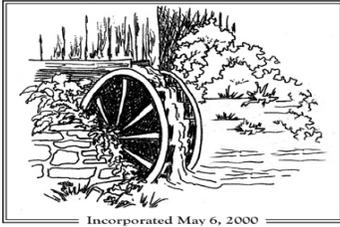
- Motion
- Discussion
- Ordinance
- Resolution
- Other

## 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

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 18, 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 Jaggers 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  
Sandy Floyd Planning & Development Coordinator/GIS Analyst

### **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.

### **PRESENTATION AND POSSIBLE ACTION**

Wimberley Merchants Association President Craig Calley presented information regarding plans for the Association's 11<sup>th</sup> annual Winter's Eve – A Christmas Festival event set for Saturday, December 8, 2018, from 5:00 p.m. to 10:00 p.m. Mr. Calley requested the City's ongoing support for the event by providing the following services or items: a temporary electric pole for the main stage, additional lighting on the Square, accessible restroom trailer for attendees and restroom cleaning and restocking of supplies.

**Motion to approve the Wimberley Merchants Association's requests for the Winter's Eve event on December 8, 2018 was made by Council Member Craig Fore. Motion was seconded by Council Member Gary Barchfeld. Motion carried unanimously (5-0).**

### **CITIZENS COMMUNICATIONS**

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

1. Jim Neff addressed Council regarding the San Marcos Area Youth Soccer Organization's presentation on October 16, 2018 to the Parks and Recreation Board. Mr. Neff was speaking in support of the organization and continued use of the soccer fields at Blue Hole Regional Park.

2. William Bowman spoke regarding the Central Wimberley Wastewater Project, and the financial consequences for cancelling the Black Castle contract. Mr. Bowman also addressed how there would no longer be reclaimed water for Blue Hole Regional Park by cancelling the contract, and how the City could possibly lose the Texas Water Development Board loan. Mr. Bowman asked if the Mayor would still hold her Town Hall meeting as promised before the vote to cancel the contract was taken.

### **EXECUTIVE SESSION**

City Council adjourned into Executive Session at 5:47 p.m. in accordance with Texas Government Code, Chapter 551, Subchapter D, for the following purpose: Section 551.071 (Consultation with Attorney) regarding the Texas Open Meetings Act.

Regular Session reconvened at 6:29 p.m.

No action was taken.

### **CONSENT AGENDA**

**Motion to approve the Consent Agenda was made by Council Member Gary Barchfeld. Council Member Allison Davis offered an amendment the motion by requesting Item A – October 4<sup>th</sup> minutes be pulled from the Consent Agenda for consideration at a future meeting. The amendment was accepted, and the motion amended to approve Items B and C on the Consent Agenda. Motion was seconded by Council Member Patricia Cantu Kelly. Motion carried unanimously (5-0).**

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 9, 2018.

C. Approval of August 2018 Financial Statements for the City of Wimberley.

### **CITY ADMINISTRATOR REPORT**

City Administrator Shawn Cox updated Council regarding the status of the Central Wimberley Wastewater Project. Capital Excavation was still working on Old Kyle Road, and would start next on Ranch Road 12. Mr. Cox also spoke regarding City road projects, as well as an emergency tree removal on River Road earlier in the week. Additionally, Mr. Cox noted City sales tax for Fiscal Year 2018 had come in higher than expected projections, but the City was still below Fiscal Year 2017 earnings. Council Member Allison Davis requested an update from the Texas Water Development Board meeting held on October 17<sup>th</sup>.

### **PUBLIC HEARINGS AND POSSIBLE ACTION**

A. Hold a public hearing and consider approval regarding case CUP-18-013, an application for a Conditional Use Permit to allow for the operation of a drive-through (bank & savings and loan) on property zoned Commercial-Low Impact (C-1) for Lot 48 & 49, South River, Unit One, Wimberley, Hays County, Texas; and providing for the following: delineation on zoning map; findings of fact; severability; effective date and proper notice and meeting. (*Sonora Bank/Peter Lewis, Applicant*)

Planning & Development Coordinator/GIS Analyst Sandy Floyd presented the CUP. The

Planning and Zoning Commission had voted unanimously at their October 11<sup>th</sup> meeting to approve the permit. Mike Schultz of Sonora Bank addressed Council regarding the application. There was discussion regarding potential traffic issues in the area once the drive-through bank was built.

Mayor Susan Jagers opened the public hearing at 6:43 p.m.

There were no comments.

Mayor Susan Jagers closed the public hearing at 6:44 p.m.

**Motion to approve was made by Council Member Allison Davis. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (5-0).**

- B. Hold a public hearing and consider approval regarding case ZA-18-008, an application to change the zoning from Residential Acreage (RA) to Rural Residential 1 (R-1) for Lot 1, Lot 2, Lot 3 & Lot 4, Hacienda del Cielo, Wimberley, Hays County, Texas; and providing for the following: delineation on zoning map; findings of fact; severability; effective date and proper notice and meeting. (*City of Wimberley, Applicant*)

Planning & Development Coordinator/GIS Analyst Sandy Floyd presented the zoning change for four lots on W. Spoke Hill Drive. The Planning and Zoning Commission had voted unanimously at their October 11<sup>th</sup> meeting to approve the change.

Mayor Susan Jagers opened the public hearing at 6:45 p.m.

There were no comments.

Mayor Susan Jagers closed the public hearing at 6:45 p.m.

**Motion to approve was made by Council Member Patricia Cantu Kelly. Motion was seconded by Council Member Allison Davis. Motion carried unanimously (5-0).**

#### **DISCUSSION AND POSSIBLE ACTION**

- A. Discuss and consider possible action regarding the purchase of a lawnmower for the Public Works Department.

**Motion to approve the purchase of a lawnmower in an amount no to exceed \$4,000 for the Public Works Department was made by Council Member Patricia Cantu Kelly. Motion was seconded by Council Member Mike McCullough. Motion carried unanimously (5-0).**

- B. Discuss and consider possible action to grant a fence variance at 305 Lange Road. Public Works Superintendent John Provost presented the requested fence variance at 305 Lange Road. Council members discussed the City's fence ordinance, which states that any fence that faces a street or road within the incorporated limits of the City and is more than four feet in height shall have a solid to void ratio no greater than 1:8. There was discussion on amending the fence ordinance in the future. Council members agreed they needed more time and information before deciding on the variance.

**Motion to continue the item at the next City Council meeting was made by Council Member Allison Davis. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (5-0).**

Before moving forward to the next agenda item, Mr. Richard Roederer requested to address Council regarding the fence issue. There was discussion among Mr. Roederer and City Council pertaining to the requested fence variance.

**Motion to withdraw the previous motion to continue the item was made by Council Member Allison Davis. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (5-0).**

**Motion to grant a fence variance at 305 Lange Road was made by Council Member**

**Allison Davis. Motion was seconded by Council Member Craig Fore. Motion carried as follows (4-0-1):**

<b>Mike McCullough</b>	<b>Aye</b>
<b>Craig Fore</b>	<b>Aye</b>
<b>Allison Davis</b>	<b>Aye</b>
<b>Patricia Cantu Kelly</b>	<b>Aye</b>
<b>Gary Barchfeld</b>	<b>Abstain</b>

- C. Discuss and consider possible action to approve ATS inspection rates.  
ATS inspection rates for the City had not increased since 2004. These fees were pass through, and the applicant would pay the fee charged by ATS. Rich Emerson of ATS addressed Council regarding the new inspection rates.  
*Council Member Allison Davis left the meeting at 7:07 p.m.*  
**Motion to approve the ATS inspection rates was made by Council Member Craig Fore. Motion was seconded by Council Member Patricia Cantu Kelly. Motion carried unanimously (4-0).**
- D. Discuss and consider possible action to approve two bids from Mow Town Lawn Service in an amount not to exceed \$9,350 for tree trimming.  
**Motion to approve two bids from Mow Town Lawn Service in an amount not to exceed \$9,350 for tree trimming was made by Council Member Patricia Cantu Kelly. Motion was seconded by Council Member Mike McCullough. Motion carried unanimously (4-0).**
- E. Discuss and consider possible action to approve a quote from Dan McCuistion in an amount not to exceed \$2,100 for tree removal.  
This item was not heard, and no action was taken.
- F. Discuss and consider possible action regarding the City of Wimberley's agreements with two local soccer organizations utilizing Blue Hole Soccer Fields.  
**Motion to table this item was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (4-0).**
- G. Discuss and consider possible action to approve the first 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.  
City Secretary Laura Calcote presented the new Code of Ordinances to Council members. The City's ordinances had not been codified since early 2007, and the recodification process had taken nearly a year for the City's ordinances to be edited and reviewed by Franklin Legal Publishing. An ordinance adopting and enacting the new Code would need two readings before becoming effective.  
**Motion to approve the first reading of Ordinance No. 2018-41, adopting and enacting a new Code of Ordinances, was made by Council Member Patricia Cantu Kelly. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (4-0).**

H. Discuss and consider possible action to award the proposal to Langford Community Management Services, Inc. for administration of the Texas Water Development Board's Clean Water State Revolving Fund (CRSF) Loan Program for the Central Wimberley Wastewater Project.

There was discussion among Council members regarding the items the Texas Water Development Board requested before approving the proposal from Langford Community Management Services, Inc.

**Motion to postpone the item until the November 1<sup>st</sup> City Council meeting was made by Council Member Craig Fore. Motion was seconded by Council Member Patricia Cantu Kelly. Motion carried unanimously (4-0).**

I. Discuss and consider possible action regarding the volume of public information requests (open records requests) and the associated costs within the past several months.

There was discussion, but no action taken on this item.

### **CITY COUNCIL REPORTS**

A. Announcements – Council Member Patricia Cantu Kelly noted lighting issues within the City, and cleaning-up debris near a bridge in town. Public Works Superintendent John Provost updated Council on low-water crossings in the City.

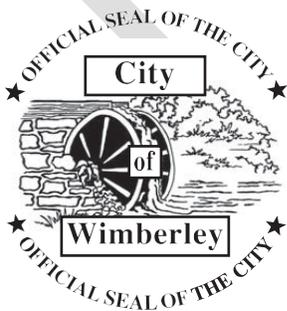
B. Future agenda items – None.

### **ADJOURNMENT**

**Motion to adjourn the meeting at 7:31 p.m. was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (4-0).**

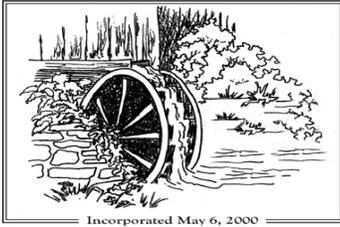
### **RECORDED BY:**

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



**APPROVED BY:**

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



# 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.**

## **MINUTES**

### **CALL TO ORDER**

Mayor Susan Jaggars called the meeting to order at 5:36 p.m.

### **CALL OF ROLL**

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

Council Members Absent: Mike McCullough Place One

City Staff Present: Shawn Cox City Administrator  
Laura Calcote City Secretary  
Rebecca Manning Parks Director

### **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.

### **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.

City Attorney Charlie Zech provided training to City Council members and City staff regarding the Texas Open Meetings Act. There was discussion regarding an inadvertent violation of the Act at the October 4<sup>th</sup> City Council Meeting, where a section of the Texas Local Government Code was not read aloud before adjourning into Executive Session.

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.

This item was discussed by Council, but no action was taken.

**CITIZENS COMMUNICATIONS**

William Bowman addressed Council regarding the Central Wimberley Wastewater Project, and the potential consequences of changing the Project, including increased costs, loss of grant money and scheduling issues. Mr. Bowman requested to know if the Texas Water Development Board’s questions to the City regarding the Project’s change in scope had been answered by the October 31<sup>st</sup> deadline.

**CONSENT AGENDA**

**Motion to approve the Consent Agenda was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Craig Fore. Motion carried as follows (3-0-1):**

<b>Craig Fore</b>	<b>Aye</b>
<b>Gary Barchfeld</b>	<b>Aye</b>
<b>Patricia Cantu Kelly</b>	<b>Aye</b>
<b>Allison Davis</b>	<b>Abstain</b>

- 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.

**CITY ADMINISTRATOR REPORT**

City Administrator Shawn Cox updated Council regarding the status of the Central Wimberley Wastewater Project. Construction on Old Kyle Road would be completed within the next week, and then work on Ranch Road 12 would begin. Capital Excavation would work in the Wimberley Square in the evening time. Additionally, the City was now handling the Texas Water Development Board outlay requests. Council Member Allison Davis formally requested information relating to the status of the Project’s change in scope from the Texas Water Development Board, the status of the Black Castle contract and attorney fees relating to the Project.

City Administrator Shawn Cox also updated Council on City road projects and Texas Disposal Systems re-route schedule within the City.

**DISCUSSION AND POSSIBLE ACTION**

- A. Discuss and consider possible action to deliberate the duties and roles of the City Attorney. **Motion to adjourn into Executive Session under Texas Government Code, Chapter 551, Subchapter D, Section 551.071 (Consultation with Attorney) was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Allison Davis. Motion carried unanimously (4-0).**

The City Council adjourned into Executive Session at 6:55 p.m. in accordance with Texas Government Code, Chapter 551, Subchapter D, for the following purpose: Section 551.071 (Consultation with Attorney) regarding the duties and roles of the City Attorney.

*Council Member Allison Davis left Executive Session and the meeting at 7:17 p.m.*

Regular Session reconvened at 7:22 p.m.

No action was taken.

- 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.

**Motion to approve the second and final reading of Ordinance No. 2018-41, adopting and enacting a new Code of Ordinances, was made by Council Member Patricia Cantu Kelly. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (3-0).**

- C. Discuss and consider possible action to adopt a Purchasing Policy for the City of Wimberley.  
**Motion to adopt a Purchasing Policy for the City of Wimberley was made by Council Member Patricia Cantu Kelly. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (3-0).**
- 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.  
**Motion 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 was made by Council Member Patricia Cantu Kelly. Motion was seconded by Council Member Gary Barchfeld. Motion carried unanimously (3-0).**
- 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.  
Applicant, Chris Vaughn, addressed Council regarding the installation of a 10-foot by 20-foot tent on a concrete pad at 111 Old Kyle Road for retail sales for a limited duration from November 7<sup>th</sup> through January 31<sup>st</sup>.  
**Motion to approve the request to temporarily install a tent from November 7, 2018 until January 31, 2019 for retail purposes at 111 Old Kyle Road in Wimberley, Texas was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (3-0).**
- 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.  
City Administrator Shawn Cox presented information regarding a potential agreement between the Wimberley Café and the City for use of the restroom trailer after hours. There was discussion among Council members on restroom signage and maintenance in the Wimberley Square.  
**Motion to direct City staff to develop and enter into an agreement between the Wimberley Café and the City for use of the restroom trailer after hours was made by Council Member Craig Fore. Motion was seconded by Council Member Patricia Cantu Kelly. Motion carried unanimously (3-0).**
- G. Discuss and consider possible action regarding development of a policy for the naming of City owned property.  
City Administrator Shawn Cox noted the City had been approached regarding the naming of City owned property after individuals, but the City did not currently have a policy in place pertaining to this topic.  
**Motion to task City staff to develop a policy for naming City property to bring back to City Council for discussion and consideration in the future was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (3-0).**

- H. Discuss and consider possible action regarding the sale of municipal property by public auction.  
**Motion to approve the sale of municipal property by public action in the near future was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Patricia Cantu Kelly. Motion carried unanimously (3-0).**
- I. Discuss and consider possible action to appoint members to the Tourism Management and Development Committee.  
**Motion to appoint Dean Miller as the Merchants Representative and Stan Allen as the Arts Representative to the Tourism Management and Development Committee was made by Council Member Patricia Cantu Kelly. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (3-0).**  
Stan Allen addressed Council regarding his nomination and appointment 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.  
There was discussion among Council members regarding the collection notice sent to the Wimberley Convention and Visitors Bureau Foundation. Council Member Patricia Cantu Kelly and Council Member Gary Barchfeld contended the public funds given to the organization were wrongfully used, and therefore, caused a breach of contract. Council Member Craig Fore did not think the City needed to take further action regarding this matter.  
**Motion to for the City Attorney to send a demand letter for \$38,590 to the Wimberley Convention and Visitors Bureau Foundation no later than November 16, 2018 was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Patricia Cantu Kelly. Motion carried unanimously (3-0).**
- K. Discuss and consider possible action regarding MindEcology contract findings.  
**Motion to postpone this item until the November 15<sup>th</sup> City Council Meeting was made by Council Member Patricia Cantu Kelly. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (3-0).**
- L. Discuss and consider possible action on proposed preservation tree ordinance for new commercial development.  
**Motion to postpone this item until the November 15<sup>th</sup> City Council Meeting was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (3-0).**
- 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.  
**Motion to postpone this item until the November 15<sup>th</sup> City Council Meeting was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (3-0).**

**CITY COUNCIL REPORTS**

A. Announcements – None.

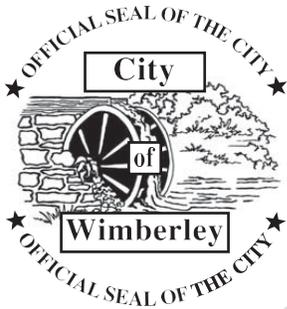
B. Future agenda items – None.

**ADJOURNMENT**

Motion to adjourn the meeting at 8:02 p.m. was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Craig Fore. Motion carried unanimously (3-0).

**RECORDED BY:**

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



**APPROVED BY:**

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



**AGENDA ITEM:** City Administrator’s Report  
**SUBMITTED BY:** Shawn Cox, City Administrator  
**DATE SUBMITTED:** November 13, 2018  
**MEETING DATE:** November 15, 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

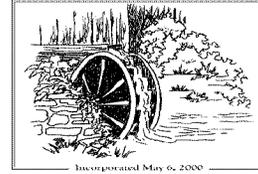
- Motion
- Discussion
- Ordinance
- Resolution
- Other

### 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

# Report for ZA-18-009



**Summary:**

An application for a WPDD to allow for the operation of glamping vacation rentals with accessory structures and expansion of the Med Spa at 210 Masonic Lodge Rd

**Applicant Information:**

**Applicant:** Yvette Strange  
210 Masonic Lodge Rd  
Wimberley, TX 78676

**Property Owner:** Ken and Yvette Strange

**Subject Property:**

**Legal Description:** 3.221 acres of land out of Texas Central Railway Co. Survey No. 5, A-707

**Location:** 210 Masonic Lodge Rd

**Existing Use of Property:** Commercial

**Existing Zoning:** Neighborhood Services (NS)

**Proposed Use of Property:** Commercial

**Proposed Zoning:** WPPD

**Planning Area:** II

**Overlay District:** N/A

**Surroundings:**

**Frontage On:** Masonic Lodge Rd

**Area Zoning and Land Use Pattern:**

	<b>Current Zoning</b>	<b>Existing Land Use</b>
<b>N of Property</b>	RA	Residential
<b>S of Property</b>	R1	Residential
<b>E of Property</b>	RA	Residential
<b>W of Property</b>	SC	Public

**Legal Notice**

**200' Letters:** 10/09/2018

**Published:** 10/11/2018

**Sign Placement:** 10/09/2018

**Responses:** 1 property owner w/in 200' against; 1 property owner w/in 200' for

**Comments:**

The applicants, Yvette & Ken Strange, have requested a Wimberley Planned Development District (WPDD) to operate glamping vacation rentals with accessory structures and to expand the existing Med Spa services and footprint for property located at 210 Masonic Lodge Road.

The proposed glamping vacation rentals consists of 3 safari tents (415 square feet each) on decks (835 square feet each); pool (450 square feet); common area tent (800 square feet) on deck (1,056 square feet); parking areas and driveway. Proposed expansion of the Med Spa is a 1,500 square foot metal building addition with associated parking. The maximum total footprint of all will be 6,306 square feet. Driveways and parking will total 5,700 square feet of impervious cover. The City Sanitarian has reviewed this request and stated a new septic system will have to

be installed. The development, if approved, will be required to submit for site development approval and building permits.

City staff is recommending the following conditions be made part of the requested WPDD, should the Planning & Zoning Commission recommend approval:

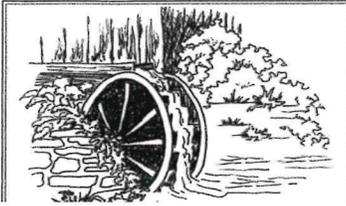
1. No organized outside activities shall be allowed on the property after 10 p.m.
2. No guests, other than paying guests, shall be allowed on the property at any time, unless approved in advanced, in writing, by the owner or their agent.
3. The grounds outside the residence shall remain free of litter and trash at all times.
4. One (1) smoke alarm shall be provided in each guest room, along with a fire extinguisher visible and accessible to guests.
5. A valid taxpayer number for reporting any Texas/City tax shall be provided to the City along with a copy of the completed City of Wimberley/State of Texas Hotel Occupancy Tax Questionnaire, no later than thirty (30) days of such change.
6. The City shall be notified of any change in ownership of the subject property within thirty (30) days of such change.
7. A copy of the requirements set forth in the WPDD shall be made available to all guests.
8. The subject property owner shall provide the City and property owners within two hundred (200) feet of the subject property, with the current names and contact information (including telephone numbers and e-mail address) for the local responsible party for the subject property. The local contact shall be able to respond to any incident within thirty (30) minutes of a call and shall be authorized to make decisions regarding tenants at the property. If the name or contact information for the local contact changes, then the property owners shall notify the City and property owners within two hundred (200) feet of the subject property, with the current name and contact information.
9. Unruly gatherings are prohibited. Unruly gathering means a gathering of more than one (1) person which is conducted on premises within the City and which, by reason of the conduct of those persons in attendance, results in the occurrence of one (1) or more of the following conditions or events on public or private property: the destruction of property; obstruction of roadways, driveways, or public ways by crowds or vehicles; excessive noise; disturbances, brawls, fights or quarrels; public urination or defecation; or indecent or obscene conduct or exposure.
10. The property shall be subject to inspection at any time by designated City representatives if compliance is in question, with proper notice provided if feasible.
11. A property address sign is required and shall be installed on the property no more than ten (10) feet from the street, with the address numbers at least four (4) inches high and two (2) inches wide.
12. One (1) freestanding business sign shall be allowed, but not required, on the property. Such sign shall not exceed four (4) square feet in area and shall be of traditional Hill Country design and color.
13. The owner of the property or the owner's agent shall not advertise a maximum occupancy for the vacation rental that is greater than the maximum occupancy established by the City based on septic capacity.

14. The owner of the property or the owner's agent, which may be an agency, shall provide each renter a property map for the vacation rental property that shows the boundaries of the property and advises that trespassing on adjacent property is prohibited.
15. The owner of the subject property shall comply with any and all applicable operating permit requirements that may be established by the City.
16. The maximum occupancy for the property shall be two (2) people per tent.

To date, there has been 1 property owner within the 200' notice area in opposition of the request. This equals 16.97%. There is 1 property owner within the 200' notice area in support of this request and multiple property owner's outside the 200' notice area in opposition.

On November 8<sup>th</sup> the Planning & Zoning Commission voted 6-0-0 to recommend approval of the request with the following conditions:

1. Preservation of all trees sixteen (16) inches in diameter at four (4) feet.
2. Fence with vegetative barrier of varying height to accommodate residential structure on south building line.
3. Maximum occupancy for the property shall be two (2) people per tent.
4. Tents shall be:
  - a. standard Bushtec or equivalent with respect to canvas seventeen (17) ounce (550 gsm)
  - b. Ripstop CPAI 84 fire retardant UV and rot protected
  - c. PVC 550 GSM PVC UV & rot protected
5. Installed on permanent deck



# City of Wimberley

221 Stillwater, P.O. Box 2027

Wimberley, Texas, 78676

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

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

## Wimberley Planned Development District

OFFICE USE ZA 18 - 009 Date: 10-2-2018 Staff Review S.I.F.

P&Z Hearing: 11-8-18 Council Hearing: 11-15-18 Fees Paid:  Application  Public Notice  
6 p.m. 5:30 p.m.

Applicant: Spoon Mountain Glamping / The Med Spa LLC

Mailing address: 210 Masonic Lodge Road City: Wimberley State: TX Zip: 78676

Phone: [REDACTED] Email: [REDACTED]

Property Owner: Ken and Yvette Strange

Mailing address: 210 Masonic Lodge Rd City: Wimberley State: Tx Zip: 78676

Phone: [REDACTED] Email: [REDACTED]

Project Site Address: 210 Masonic Lodge Road, Wimberley TX, 78676

Legal description: Being 3.221 acres of land, more or less, out of the Texas Central Railway Co. Survey No. 5. A-707, Hays County, Texas being that same tract of land called 3.21 acres as recorded in Document #17000873, Hays county Official Public Records, and being more particularly described by metes and bounds in the bounds in the fieldnotes attached hereto.

Total Acreage or Square Footage: 3.221 or 140,335 sq. ft Deed recorded in: Doc # 17000873 on 1/5/2017

Hays CAD Parcel ID R90704 Planning Area: 11 Zoning: Neighborhood Services

Is property located in an overlay district? No

### **WIMBERLEY PLANNED DEVELOPMENT DISTRICT (WPDD)**

*See the Wimberley Code of Ordinances, Section 155.062 for full requirements of the Wimberley Planned Development District.*

**This document sets forth in narrative and graphic form (attached) the purpose, intent and physical nature of a Wimberley Planned Development District, which is a zoning district that applies only to the property described herein, as provided by Section 155.062 of the Wimberley Code of Ordinances.**

**All references to the "Zoning Ordinance" refer to the ordinance and amendments in effect on the date of**

**the application for this WPDD.**

**A. PURPOSE AND INTENT**

**1. General**

The Wimberley Planned Development District, herein referred to as WPDD, is a special zoning district category that provides an alternate approach to conventional land use controls. The WPDD may be used for individual tracts or on tracts or parcels of land that are under common ownership and are to be developed as one unit according to a master design statement or a master development plan. The WPDD is subject to special review procedures, and once approved by the City Council, it becomes a special zoning classification for the property it represents.

Conventional land use controls tend to segregate uses and concentrate them into specific areas on the land. One of the key objectives of the Comprehensive Plan is to ensure the continuation of the eclectic, mixed-use pattern which characterizes the Wimberley Valley. Toward that end, WPDDs, shall be allowed in all Planning Areas and shall be used to allow otherwise incompatible uses to be sited side-by-side. While it is not customary to use the planned developments in this way, the WPDD will be the Planning and Zoning Commission’s “tool of choice” to ensure that this ordinance does not adversely impact the historical growth patterns of the City.

**2. Specific**

The purpose and intent of the development under this application is:

- a. Compatibility with adjoining and nearby properties: Spoon Mountain Glamping will be located on the same property as the existing business “The Med Spa” and is also located near other commercial properties, such as “Sandra’s Salsa” and “The Learning Center Hippocampus”
- b. Preservation of unique physical features of the site: We will be preserving as many trees as possible to create a unique high end “glamping” experience. Our tents will be nestled under a clump of oak trees that will present a natural beautiful setting. We are going to add many bird feeders and watering stations and we will plant indigenous plants that will attract birds and other wildlife.
- c. Achievement of diversified land uses: We will consider our “glamping vacation rental” unique and unlike others in the area. We want to offer a serene, relaxing space for guests to come to and enjoy nature and our beautiful village by being in a high-quality canvas tent that has 5 star amenities. Guests can also walk a short trail/path to “The Med Spa” to receive facials and massages.
- d. Achievement of continuity of function and design: The look and feel of Spoon Mountain Glamping will fit in beautifully with the calming Spa like services that are offered at The Med Spa. We will have paths and sitting areas and bird stations.
- e. Provision of open space and common areas: Open spaces and common spaces will be sitting areas to watch the sunset, a fire pit (to be used in accordance with the burn ban) a safari/canvas type common area pavilion with a safari like pool with beautiful rockwork and landscaping. Areas for yoga or meditation nestled in the trees.

**B. PERMITTED USES**

1. Base Zoning District: Neighborhood Services
2. Additional uses allowed: We currently have a CUP
3. Conditional Uses: We currently have a CUP for Beauty Salon and Spa

**C. SITE AREA**

1. Total tract Area: 3.221
2. Net Site Area as defined by the zoning code: 3.21 acres or 140,335 sq. ft
3. Areas in the five (5) slope zones defined in the Net Site Area: 100% of the land area with 0% to 15% average slope.
4. Area within a Flood Plain: none
5. Area to be disturbed by development (all phases): Each one of the tents (415 sq. ft each) and decks (835 sq. ft each) will be a total of 1250 sq. ft. each. Phase 1 will consist of 2 tents with decks. Phase 1 driveway will be 2700 sq. ft. Phase 1 tent parking area will be 1500 sq. ft. Phase 2 will consist of pool at 450 sq. ft and pool parking area 1500 sq. ft. as well as big tent at 800 sq. ft. on a 24 x 44 deck. It will also have one more glamping tent added at 1250 sq. ft. This will equal a total of 11,756 sq. feet to be disturbed by development in all phases.

**D. EXISTING DEVELOPMENT**

Existing development features and structures that do not comply with the base district provisions and these WPDD development regulations shall be considered legal nonconforming features and structures, except as provided under Site Remediation.

Existing development consists of:

1. Buildings and other structures shown as existing on the site plan having total impervious surface of 2676 square feet.
2. Roads and parking areas shown as existing on the site plan having a total impervious surface of 4700 square feet.
3. Development features and structures shown as existing on the site plan, which are within an Overlay District of the Zoning Ordinance: N/A
4. Number of parking spaces shown as existing on the site plan: 10
5. Existing uses that are to be continued under this WPDD: The Beauty Salon and Spa
6. Number of parking spaces required by Section 155.075 of the Code of Ordinances for the existing uses that are to be continued: 10
7. Area and volume of storm water retention or detention facilities shown as existing on the site plan: none

8. The existing zoning, development, and uses on adjacent property are:

North: RA

East: R1

South: RA

West: SC

**E. SITE REMEDIATION**

Existing development features and structures shown as existing on the site plan shall be removed and/or improved as follows: Addition of The Med Spa remodel in phase 3.

**F. NEW DEVELOPMENT**

1. **Phases**

The site will be developed in phases and by area shown on the site plan according to the following schedule:

**Phase 1:** Will start upon approval from the Planning and Zoning commission, city council and site development approval from the city engineer and will consist of construction of driveway and parking area with caliche/crushed granite, putting in septic, running electricity and pipes to tent sites, constructing decks and installing 2 Glamping tents. This phase will also include installing a gate on driveway and putting up a privacy fence on the North side of the property as well as general landscaping. A sign that meets the requirements of the city will also be installed. If all goes as planned this phase will be completed by Spring of 2019 for guests to be able to stay.

**Phase 2:** This Phase will consist of preparing the middle of the property for the Safari like open air pavilion with a small bathroom/laundry on a 24 x 44 deck and pool area as well as caliche/crushed granite parking area. We will also add in the addition of the third canvas tent. This phase will be started as soon as phase 1 is profitable and making money, if all goes as planned by fall of 2019-spring of 2020. This phase may not start till fall of 2021.

**Phase 3:** This phase will be determined on the success of phase 1. If all goes well and is profitable we would like to add on to the existing Med Spa, which would consist on bringing in another metal building measuring 30 x 50 and expanding the services offered to include more massages therapists and pedicure procedures to further enhance the spa like accommodation for our guest to enjoy. Depending on the profitability of the original project this phase may be done in conjunction with phase 2.... (which could possibly start in fall of 2019) or we may have to wait until success is determined on original project. Knowing that this WPDD has a limit 5 years for approved plans this stage may have to wait till 2023.

2. **Subdivision**

The site will be subdivided according to the attached Subdivision Plan. NA

3. **Buildings**

At full build-out the site will have 3 new safari luxury tents on decks totaling 3750 sq ft and a 20 x 40 open air common area tent on a deck as well as the expansion of The Med Spa with a 1500 sq. ft addition. The maximum total building foot print of all will be 6,306 square feet.

4. **Roads, Driveways and Parking**

At full build-out the site will have 5700 impervious sq. ft of new caliche/crushed granite driveways and parking.

5. **Parking Space**

The new buildout will have 10 new parking spaces to accommodate glamping tent customers and we currently have 10 parking spaces for the Med Spa customers. At full build-out there will be a total of 20 parking spaces on the site. Parking spaces are required by Section 155.075 of the Code of Ordinances for the proposed and existing uses on the site.

6. **Water Supply: Wimberley Water**

7. **Wastewater Treatment: OSSF**

8. **Drainage**

A plan shall be included upon City Engineer request in the Site Development phase for storm water drainage for the construction phase (applying to any construction phase) and for the permanent drainage (applying to the entire site and/or each individual subdivided lot): To be reviewed in site development phase.

The storm water management plan shall be adequate for the two (2), ten (10) and twenty-five (25) year storm events. The plan shall include any necessary engineered designs for storm water retention, detention and filtration facilities, and a demonstration that the proposed development of the property:

1. Shall preserve established watercourses as conduits for storm water runoff from higher properties and to lower properties; and
2. Shall not result in damage or diminished value of downstream properties by a peak flow of storm water runoff exceeding the historical peak flow rate for each above referenced storm event; and
3. Shall not result in an alteration in the historical overland flow pattern of storm water; and
4. Shall not result in the conduct of hazardous materials, and pollutants, onto another property or into a waterway.

The plan shall include an analysis of the effect of land grading, including any cut and fill, and/or natural land surface alteration within and outside of the areas of impervious cover. The City may require a hydrological engineering report to demonstrate the adequacy of the plan. Detention, retention and filtration facilities may be shared between multiple properties. The plan shall also include proposed storm water conveyance for the one-hundred (100) year storm event

9. **Landscaping**

The areas set aside for landscaping and preservation of natural existing plant material on the site plan will be developed according to the Commercial Landscape regulation of the Code of Ordinances, Section 155.078. We plan on improving the tent area with natural landscaping around the tents and mulch paths that will complement the Texas hill country. We are also considering adding rain water collection [if it is possible to catch water from the tents.] We will have sitting areas that are nicely landscaped and will put in a small berm with native plants and bushes to block the view of the back of The Med Spa.

**G. DEVELOPMENT REGULATIONS**

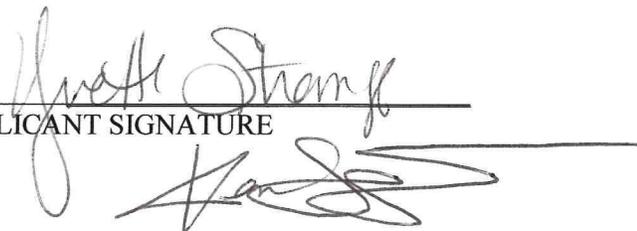
Development regulations for the base district, Overlay districts and Ordinances and Development Standards of the City of Wimberley shall apply, except as otherwise explicitly provided in this WPPD.

1. In the absence of a connection to a State Licensed central wastewater treatment utility, a current Hays County private wastewater permit for the existing and/or proposed use and discharge rate shall be required.
2. Evidence shall be provided of compliance with TCEQ regulation: Subchapter B: Contributing Zone To The Edwards Aquifer in Medina, Bexar, Comal, Kinney, Uvalde, Hays, Travis And Williamson Counties. 213.20 — 213.28, Effective June 1, 1999
3. Permanent and construction phase drainage plans shall be provided and be subject to review by the City upon request by the City Engineer.
4. A plan for a curb cut or interface between a private road or drive and a City street shall be provided and be subject to review by the City. Evidence of curb cut permission from Texas Department of Transportation shall be provided when applicable.
5. New and existing signage shall comply with the Code of Ordinances Section 152 (Signs) and be of uniform style.
6. An Outdoor Lighting Plan shall be submitted upon City Engineer request showing how new and existing outdoor lighting, including lighting for any form of illuminated sign, shall comply with the Code of Ordinances Section 151.60 Outdoor Lighting. Our existing Med Spa is recognized as “Dark Sky Compliant” and any lighting for Spoon Mountain Glamping will also be considered so.
7. Open storage or placement of materials, commodities or equipment and machinery, including motor vehicles and trailers, shall be within the building setback and shall be fully screened, by fence (as permitted by the City) and/or vegetative screening, from City streets or roads or adjacent or facing residential or un-zoned districts. Outdoor placement or display of commercial material and equipment for sale in the building setback space, or the outdoor display of any object, merchandise, or material that is not a usual item for sale under the permitted use for the site or lot is prohibited.
8. Additional development regulations including but not limited to: uses, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, setbacks, screening, landscaping, accessory buildings, signs, lighting, project phasing or scheduling, management associations, and other requirements as the City Council and the Planning and Zoning Commission may deem appropriate are as follows:

October 1, 2018  
DATE

Yvette and Ken Strange

APPLICANT SIGNATURE



The image shows two handwritten signatures in black ink. The top signature is 'Yvette Strange' and the bottom signature is 'Ken Strange'. Both are written over a horizontal line that serves as the signature line.

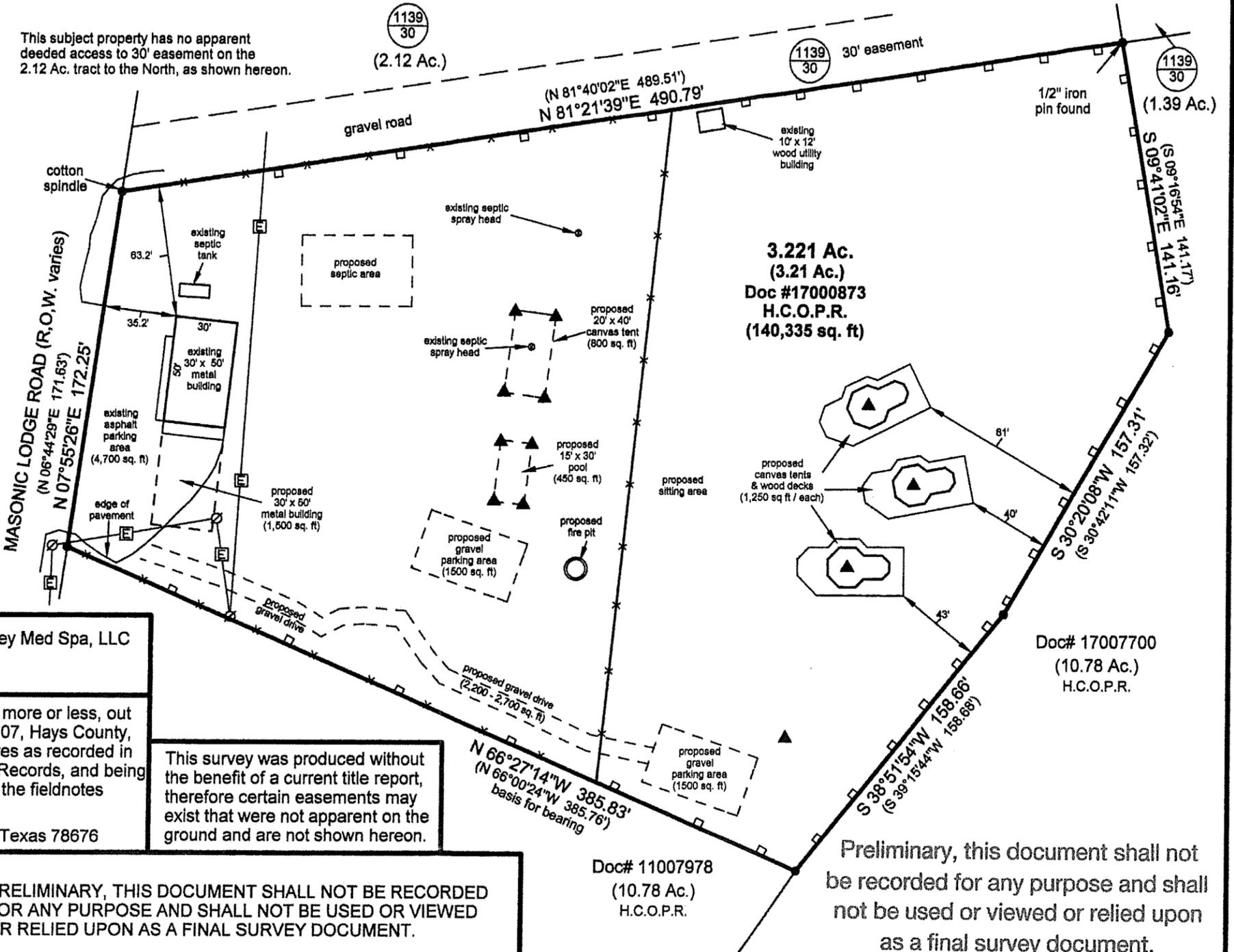
WHEN APPLICABLE:

Date \_\_\_\_\_

**PROPOSED SITE PLAN**



- = 1/2" iron pin found unless otherwise noted
- ▲ = stake set by owner
- X- = existing wire fence
- = proposed wood fence
- E- = overhead electric line
- ∅ = utility pole
- (XXXX) = recorded data "calls"
- Vol. / Page = Hays County Deed Records



Copyright © 2018 Eagle Land Surveying. All rights reserved.

Scale: 1" = 60'  
 Job No. 18-057 jj  
 Date: September 10, 2018  
 CLIENT: Wimberley Med Spa, LLC  
 SITEPLN2.ZAK

LEGAL DESCRIPTION: Being 3.221 acres of land, more or less, out of the Texas Central Railway Co. Survey No. 5, A-707, Hays County, Texas, being that same tract of land called 3.21 acres as recorded in Document #17000873, Hays County Official Public Records, and being more particularly described by metes and bounds in the fieldnotes attached hereto.

ADDRESS: 210 Masonic Lodge Road, Wimberley, Texas 78676

This survey was produced without the benefit of a current title report, therefore certain easements may exist that were not apparent on the ground and are not shown hereon.

**EAGLE LAND SURVEYING**  
 (512) 847-1079  
 P.O. Box 2264 Wimberley, TX. 78676

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

**§ 155.061 NEIGHBORHOOD SERVICES DISTRICT; NS.**

(A) *General purpose and description.* The NS, neighborhood services district is established to provide areas for limited local neighborhood, low intensity retail and service facilities for the retail sales of goods and services. These business areas shall utilize established landscape and buffering requirements and can also act as a buffer between residential areas and more intense commercial areas.

(B) *Permitted uses.*

- (1) Single-family residence;
- (2) Religious assembly; and
- (3) Accessory uses as permitted in § 155.076.

(C) *Conditional uses.*

- (1) Administrative and professional office:
  - (a) Insurance, real estate, attorneys, accountants, architects, investment services, travel agencies;
  - (b) Photography studios, doctors, dentists;
  - (c) Non-profit organizations (with certain restrictions);
  - (d) Research services: limited;
  - (e) Office; and
  - (f) Arts and crafts.
- (2) Civic uses (such as City Hall);
- (3) Office/residential;
- (4) Medical services: limited;
- (5) Retail sales and services: limited;
- (6) Repair services: consumer;
- (7) Bed and breakfast lodging;
- (8) Telecommunications towers, commercial antennas, and broadcast towers, subject to all

applicable city regulations;

(9) Private primary educational services; and

(10) Accessory uses as permitted in § 155.076.

(D) *Development regulations.*

— HEALTH, FITNESS

(1) Minimum lot size: 6,000 square feet.

(2) Maximum building height (as defined in § 155.005):

(a) Primary buildings: not more than 2 stories and not more than 28 feet with flat roof (see definition) or 35 feet with pitched roof;

(b) Accessory buildings: not more than 18 feet and not more than 1 story; and

(c) Decks: not more than 12 feet including a railing only or 18 feet including a roof.

(3) For minimum setback, no construction, including buildings, parking areas, and driveways, except entry driveways, and no placement or display of commercial material and equipment shall be allowed in the setbacks. The minimum setbacks shall be the larger of the dimensions in § 155.078(A), Table A, or the following:

(a) Dominant street: 25 feet;

(b) Secondary street: 15 feet; and

(c) Interior side and rear yard: 10 feet, 20 feet when adjacent to a residential district and the building is more than 1 story.

(4) Maximum impervious cover: 60%. Impervious coverage shall be calculated as a percentage of the net site area and shall be the lesser of the percentage specified above in this district description or the percentage for the average lot slope in § 155.078(M), Table C.

(5) Maximum building coverage: 50%. Building coverage shall be calculated as a percentage of the net site area.

(6) Maximum building footprint: 4,500 square feet.

(7) Maximum floor area: 9,000 square feet.

(E) *Special district requirements.* Fencing and landscaping are required to mitigate and screen adverse impacts on adjacent residential properties.

(F) *Supplemental development standards.*

(1) All permitted uses within this district, with the exception of medical services, bed and breakfast lodging, residential, and government and public uses, shall have hours of operation between 6:00 am and 10:00 pm.

(2) Open storage is prohibited for all uses.

(3) Recreational vehicles, travel trailers, and motor homes may not be used for on-site dwelling or non-residential purposes.

(4) Other development standards as established in §§ 155.075 *et seq.*, development standards, apply.

(G) *Parking requirements.*

(1) As established by § 155.075, off-street parking and loading requirements.

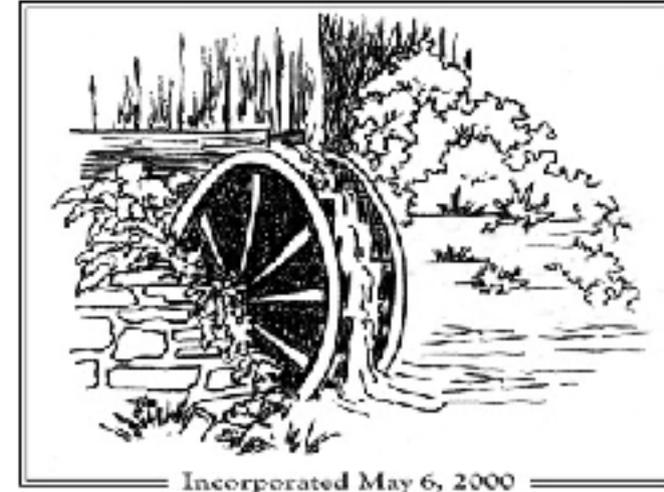
(2) Open storage is prohibited.

(3) For site plan requirements, see § 155.077.

(4) Recreational vehicles, travel trailers, or motor homes may not be used for on-site dwelling or non-residential purposes.

(Ord. 2001-010, § 40, passed 4-1-2001; Am. Ord. 2004-002, passed 2-19-2004) Penalty, see § 155.999

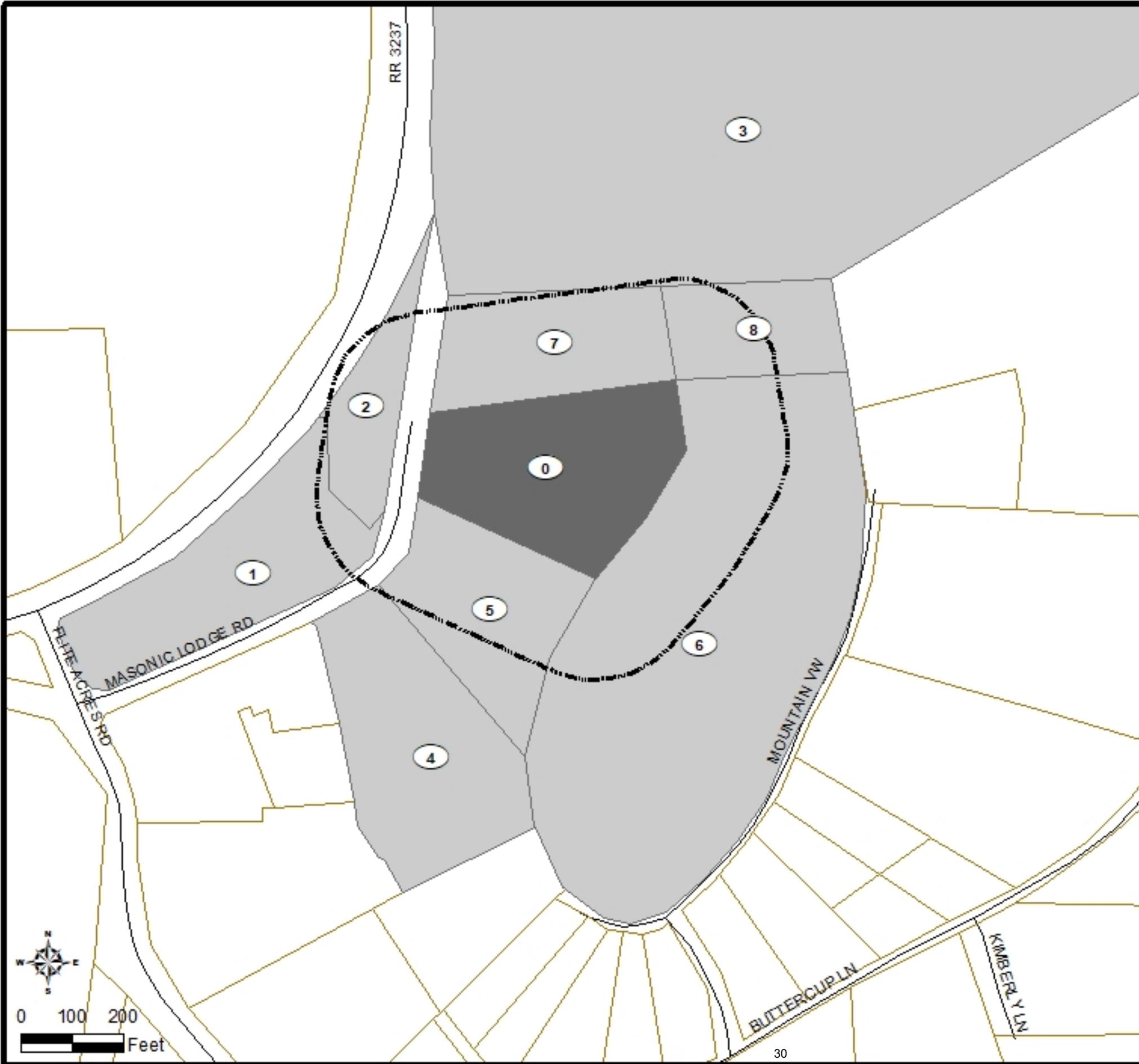
# ZA-18-009 ~ 210 Masonic Lodge Rd



**200' NOTIFICATION**

### Legend

- 200' Buffer
- ID. OWNER**
- 0. SUBJECT TRACT
- 1. LAUTERWEST LLC
- 2. MASONIC, LODGE WIMBERLEY
- 3. LOMAX, WILTON
- 4. GREER, JOHN & LYNDA
- 5. BERTRAND, DOLORES
- 6. DANZE SHERI & CHRISTOPHER
- 7. KITCHENS, THERESA
- 8. KITCHENS, THERESA



BERTRAND, DOLORES  
607 W MAIN ST  
HOUSTON, TX 77006

KITCHENS, THERESA  
200 MASONIC LODGE RD  
WIMBERLEY, TX 78676

MASONIC, LODGE WIMBERLEY  
PO BOX 1445 RANCH RD 3287  
WIMBERLEY, TX 78676

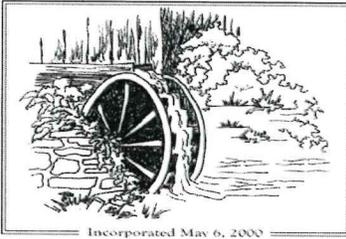
DANZE SHERI & CHRISTOPHER  
206 S BOWIE ST  
FREDERICKSBURG, TX 78624

LAUTERWEST LLC  
PO BOX 7  
SCHULENBURG, TX 78956

WIMBERLEY MED SPA LLC  
46 PEACE PIPE  
WIMBERLEY, TX 78676

GREER, JOHN & LYNDA  
PO BOX 1659  
WIMBERLEY, TX 78676

LOMAX, WILTON  
PO BOX 212  
WIMBERLEY, TX 78676



# City of Wimberley

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

October 9, 2018

## NOTICE OF PUBLIC HEARING

Re: **File No. ZA-18-009**  
210 Masonic Lodge Rd  
Request for a Wimberley Planned Development District (WPDD)

Dear Property Owner:

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

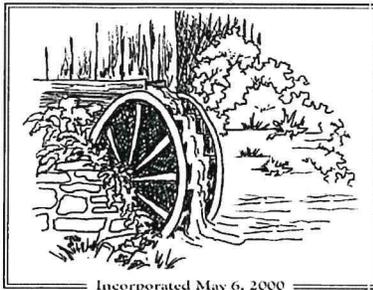
The applicants, Yvette & Ken Strange, have requested a WPDD with base zoning of Neighborhood Services (NS) at 210 Masonic Lodge Road. This WPDD proposes to create three glamping vacation rentals with accessory structures and to expand the existing Med Spa services and footprint. The City Planning & Zoning Commission will consider these requests on **Thursday, November 8, 2018, at 6:00 p.m.** in the Wimberley City Hall, 221 Stillwater. Upon a recommendation from the Commission, City Council will hold a public hearing to consider the same requests on **Thursday, November 15, 2018, at 5:30 p.m.**

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

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

Thank you,

Sandy I. Floyd  
Planning & Development Coordinator  
GIS Analyst  
[sfloyd@cityofwimberley.com](mailto:sfloyd@cityofwimberley.com)



# City of Wimberley

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

## NOTICE BY SIGN POSTING

DATE: October 9, 2018

ZONING NO: ZA-18-009

OWNER: Yvette & Ken Strange

TO: CODE ENFORCEMENT/PUBLIC WORKS

Please place a Proposed Zoning Sign on the following property:

Project Site Address: 210 Masonic Lodge Road

John Provost  
Public Works/Code Enforcement

City of Wimberley

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

10-9 2018

  
Signature

# The Wimberley CLASSIFIED



P.O. Box 49 Wimberley, Texas 78676 51

**Public Notice**

**Public Notice**

**Public Notice**

**Public Notice**

**Public Notice**

**Public Notice**

**Help**

**NOTICE OF APPLICATION TO SUBDIVIDE**

An Application has been filed with Hays County to subdivide 69.66 Acres of property in Caliterra Ph. 2 - Sec. 9 & Sec. 11 located at Premier Park Loop & Soaring Hill Rd. in Hays County, Tx into 190-Single Family Lots & 11 Lots w/Open Space. Application Information may be obtained from Hays County Development Services (512) 393-2150. Tracking number: Sub - 1159.

**NOTICE OF PUBLIC HEARING (WPDD Amendment)**

Notice is hereby given that the Planning & Zoning Commission of the City of Wimberley will hold a public hearing at the Wimberley City Hall on Thursday, November 08, 2018, at 6:00 p.m. to consider the following: ZA-18-009 – a Wimberley Planned Development District (WPDD) with base zoning of Neighborhood Services (NS) at 210 Masonic Lodge Rd. This WPDD proposes to create glamping vacation rentals with accessory structures and to expand the existing Med Spa services and footprint. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a public hearing on Thursday, November 15, 2018 at 5:30 p.m. Comments on this request from any member of the public may be presented in person at City Hall, by mail (PO Box 2027), or by email ([sflloyd@cityofwimberley.com](mailto:sflloyd@cityofwimberley.com)) prior to the hearing. The public will be granted an opportunity to speak at the hearings. Additional information concerning the proposed action is available for review at the Wimberley City Hall, 221 Stillwater, Wimberley, Texas.

**LEGAL NOTICE:**

Application has been made with the Texas Alcoholic Beverage Commission for a MIXED BEVERAGE PERMIT by 3099 NW, LLC dba Good Eats on 12,

**NOTICE OF GENERAL ELECTION (AVISO DE ELECCION GENERAL)**

To the Registered Voters of the Wimberley Independent School District, Hays County, Texas:  
(A los votantes registrados del Distrito Escolar Independiente de Wimberley, Condado de Hays, Texas.)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m. on November 6, 2018, for voting in a general election to elect Trustees of the Wimberley Independent School District, Places 1, 2, and 3.

(Notifíquese, por las presente, que las casillas electorales sitados abajo se abirran desde las 7:00 a.m. hasta las 7:00 p.m. el 6 de Noviembre de 2018 para votar en la Elección General para elegir La Junta Directiva del Distrito Escolar Independiente de Wimberley, para Lugares 1, 2, y 3.)

On Election Day, voters must vote in their precinct where registered to vote.  
(En el día de las elecciones, los electores deben votar en su distrito electoral registrado para votar.)

**Location of Polling Place:**  
(Direccion de las Casillas Electorales:)

Precinct 333 / 335 / 337 / 339 / 421  
Wimberley Community Center  
14068 Ranch Road 12  
Wimberley, Texas 78676

**Absentee Voting by personal appearance will be conducted each weekday at:**  
(La votación en ausencia en persona se llevará a cabo de lunes a viernes en:)

Wimberley Community Center 14068 Ranch Road 12 Wimberley TX 78676	Monday-Friday, Oct. 22-26, 2018 Lunes-Viernes, 22-26 de Octubre, 2018	8:00 a.m. – 5:00 p.m.
	Saturday, Oct. 27, 2018 Sabado, 27 de Octubre de 2018	8:00 a.m. – 5:00 p.m.
	Monday-Friday, Oct. 29-Nov. 2, 2018 Lunes-Viernes, 29 de Octubre- 2 de Noviembre de 2018	7:00 a.m. – 7:00 p.m.

**Applications for ballot by mail shall be mailed to:**  
(Las solicitudes para boletas que se votaran en ausencia por correo deberan enviarse a:)

Jennifer Anderson, Early Voting Clerk  
(Secretario De Votacion Adelantada, Jennifer Anderson)  
712 S. Stagecoach Trail, Suite 1012  
San Marcos TX 78666-5999

Applications for ballots by mail must be received no later than the close of business on October 26, 2018.  
(Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocio el 26 de Octubre, 2018.)

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**Sandra Floyd**

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**From:** Dode Bertrand [REDACTED]  
**Sent:** Friday, October 12, 2018 2:58 PM  
**To:** Sandra Floyd  
**Subject:** Opposition to File No. ZA-18-009

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Sent from my iPad

Re: File No. ZA-18-009  
210 Masonic Lodge Rd  
Request for a Wimberley Planned Development District (WPDD)

Dear Ms. Floyd,

I am writing to you in response to an application filed which is adjacent to my property at 176 Masonic Lodge Rd.  
I strongly oppose the development of the Short Term Rental "glamping" tent structures on the referenced property.

I'm working on a plan, after years of saving and planning, to build my peaceful retirement home on my lot next door. This Short Term Rental proposition will surely devalue mine and the surrounding residential properties, not to mention the transients and the noise they will bring along with the disregard for the neighboring properties.

This is a residential area first, and the Med Spa is at the end of a dead end road. I have already witnessed much more traffic and people speeding to make their appointments on time and hope we can stop this from getting worse.

Thank you for your consideration.

Dolores Bertrand  
176 Masonic Lodge  
[REDACTED]

## Sandra Floyd

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**From:** Nelson, Debra Lynn [REDACTED]  
**Sent:** Saturday, October 13, 2018 11:44 AM  
**To:** Sandra Floyd  
**Subject:** File No. ZA-18-009

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dear Ms. Floyd,

Please allow me to express my opposition to the proposed "glamping" tents referenced in file ZA-18-009. Although my property is not adjacent, it is very close to the location and will doubtless be impacted by the proposed use.

I'm building my dream retirement home at 212 Mountain View, just up the hill from the proposed "glamping" tents. For the past ten years I've owned a vacation home at that address, and now we're building on that site and hope to enjoy all that Wimberley has to offer. Flite Acres is a peaceful residential neighborhood. I believe that the proposed short term rentals will negatively affect the surrounding neighborhood in multiple ways:

- **Noise.** In my experience, people do not go "glamping" to enjoy a meditative retreat. It's much more an activity to party and carouse. Given the tent-like structures, and the number proposed, there is no way to control the noise that will emanate from such revelry, and noise carries straight up the hill. We hear every word from the movies at the Corral Theater, which is a Wimberley institution, and much more enjoyable than drunken parties will be. Why not locate this venture in a secluded area where it will not negatively impact the quality of life of nearby residents?
- **Property value.** Our residence's value will be adversely affected by the proposed short-term rentals. Our building project is a significant investment in a permanent home in Wimberley, and we do not want that investment to be compromised.
- **Privacy.** Transient activity of this nature means more trash, noise, traffic, and intrusion into the privacy of the neighborhood. One of Wimberley's attractive properties is its ability to provide a peaceful community where neighbors are civil to each other and respect each others' property. The "glamping" tents represent a departure from this culture.

Thank you for considering these objections. I hope that you'll consider the opinions of those of us who live nearby when making this decision.

Kind regards,

*Debra L. Nelson, Ph.D.*

Professor Emeritus  
Spears School of Business  
Oklahoma State University  
Stillwater, OK 74074  
[REDACTED]

**Sandra Floyd**

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**From:** Analla, Jan [REDACTED]  
**Sent:** Saturday, October 13, 2018 12:32 PM  
**To:** Sandra Floyd  
**Subject:** Opposition to File No. ZA-18-009

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dear Ms. Floyd,

I'm writing to share my concerns about the proposed short term rental of tents (referred to as glamping) that will be near my property at 212 Mountain View. My house, which is under construction, will be a new full-time home and I am excited to finally be moving to Wimberley. I'm worried that the glamping property will increase the traffic, noise, and safety hazards in the area.

The intersection of Flite Acres Road and 3237 has become treacherous and having transients in the area will increase that danger. In addition, short term renters often do not know the area and this adds to the risks. Because the tents are not soundproof buildings, noise from the occupants will carry up the hill and directly into our neighborhood. Renters are there to have a good time, not to preserve the peace and beauty of the neighborhood. I envision that some of the issues in New Braunfels with people tubing the river (trash, noise, alcohol abuse) will be present with the proposed tent property.

Thank you for listening to my concerns.

Jan Analla

*Janice M. Analla*

**MBA Program Coordinator, Business Graduate Programs  
Oklahoma State University | Spears School of Business  
284 Business Building** [REDACTED]



**Sandra Floyd**

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**From:** christopher danze [REDACTED]  
**Sent:** Tuesday, October 16, 2018 7:27 AM  
**To:** Sandra Floyd  
**Subject:** File No. ZA-18-009 - 210 Masonic Lodge Rd  
**Attachments:** Mountain View Neighbor.pdf

Dear Ms.or Mr. Floyd,

I received your letter regarding the property at 210 Masonic Lodge Road described in the attached letter. I am totally in favor of the development requested by Yvette & Ken Strange.  
Please contact me if you have any questions. Thank you.

Sincerely,

Chris Danze  
206 S. Bowie Street  
Fredericksburg, Texas  
78624

**Sandra Floyd**

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**From:** Lisa Kennedy [REDACTED]  
**Sent:** Saturday, October 20, 2018 12:15 PM  
**To:** Sandra Floyd  
**Subject:** File No. ZA-18-009

Dear Sandy,

You and I met earlier this year when the City Council was considering my request to build an addition at 200 Mountain View. You were very helpful during that process, as well as helping us navigate through a city-required replatting of the lot.

I have recently learned of the request -- file ZA-18-009 -- to build glamping tents on a nearby lot. Having heard the concerns expressed at the Planning and Zoning committee meeting and by some City Council members during the replatting vote, I understand and support the desire to limit the number of structures that can be built depending on lot size. With this in mind, the request to build glamping tents for 'weekenders' seems antithetical to the City's wishes, and mine. Adding these rental structures to a lot with a pre-existing business will not only increase the noise and traffic, it will also significantly change the nature of the neighborhood -- both changing a commercial business with traditional daytime business hours to an overnight rental environment with transients, as well as changing the neighborhood surrounding Spoon Mountain, which is currently quiet, private and made up of fairly large lots of single family homes.

My hope is that the City Council will take into account how an increased 'commercial' property footprint will devalue the existing private properties and, instead, encourage these kinds of requests be located in areas that are buffered by larger acreage and increased privacy for all.

Sincerely,  
Lisa Kennedy  
200 Mountain View

**Sandra Floyd**

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**From:** Paul Richard Johnson [REDACTED]  
**Sent:** Sunday, October 28, 2018 2:24 PM  
**To:** [REDACTED] Sandra Floyd  
**Subject:** Stop Medi Spa No Tents

Hell Sandra,  
Please stop Medi Spa and their Tent Rental biz. It will create a lot of noise and traffic that we don't want. Also this will be a biz killer for all the rental properties in Wimberley.

Regards,  
Paul & Lee Ann Johnson  
201 Mountain View  
Wimberley, TX 78676  
[REDACTED]

**ORDINANCE NO. 2018-0xx**

**AN ORDINANCE OF THE CITY OF WIMBERLEY, TEXAS CHANGING THE ZONING DESIGNATION FOR APPROXIMATELY 3.221 ACRES OF PROPERTY LOCATED AT 210 MASONIC LODGE ROAD, WIMBERLEY, HAYS COUNTY, TEXAS, TO WIMBERLEY PLANNED DEVELOPMENT DISTRICT (WPDD) WITH A BASE ZONING DISTRICT OF NEIGHBORHOOD SERVICES (NS) AND PROVIDING FOR THE FOLLOWING: DELINEATION ON ZONING MAP; FINDINGS OF FACT; SEVERABILITY; EFFECTIVE DATE AND PROPER NOTICE AND MEETING.**

**WHEREAS**, the regulations established by Chapter 155 (Zoning) of the Wimberley Code of Ordinances, as amended, (the “Code”), are specifically designed to lessen congestion in the streets; secure safety from fire, panic, and other dangers; promote health and general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; facilitate the adequate provision of transportation, water, sewers, schools, parks, and other public facilities; and,

**WHEREAS**, in the course of adopting the regulations established by the Code the Planning and Zoning Commission and City Council have given careful consideration to the unique qualities of the City, including the demographics of its inhabitants, the community’s history, geography, natural resources, existing structures, property values, workforce, education levels, commercial base, surrounding communities, public facilities and infrastructure; and,

**WHEREAS**, the regulations established by the Code have been adopted with reasonable consideration, among other things, for the character of each district and its peculiar suitability for the particular uses; with a view of conserving property values and encouraging the most appropriate use of land in the City; and,

**WHEREAS**, the regulations established by the Code and in this Ordinance are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City; and,

**WHEREAS**, the following enactments are a valid exercise of the City’s broad police powers and based upon the City’s statutory regulatory authority, including but not limited to Texas Local Government Code Chapters 51, 52, and 211; and,

**WHEREAS**, in accordance with section 9.03.098 of the Code, the Wimberley Planned Development District (WPDD) Zoning is permitted in all Planning Areas of the Comprehensive Plan, and the Neighborhood Services (NS) zoning district is permitted in Planning Area II; and,

**WHEREAS**, the purpose of the WPDD is to permit flexibility and creativity within a project to maximize the unique physical features of a particular site, encourage the efficient use of land and economic arrangement of improvements, as well as encourage the conservation of energy and natural resources; and,

**WHEREAS**, the proposed layout of improvements provides the most efficient and practical use of the property due to the shape of the subject property described herein; and,

**WHEREAS**, the property owner proposes to conserve and preserve existing natural resources and landscape features of the property by providing enhancements and proposing construction materials which will be in conformance with the City’s aesthetic goals; and,

**WHEREAS**, the City Council and Planning and Zoning Commission have carefully reviewed the requirements of the City’s Comprehensive Zoning Ordinance and has concluded that the approximate 3.221 acres of land out of the Texas Central Railway Co. Survey No. 5, Abstract No.707, more commonly known as 210 Masonic Lodge Road, Wimberley, Hays County, Texas (the “Property”) qualifies for the Wimberley Planned Development District (WPDD) Zoning, with a base zoning district of Neighborhood Services (NS) designation, and that such designation is consistent with established City policy and is in the public interest, subject to the conditions stated herein and to be constructed in accordance with the Development Plan to be submitted prior to the issuance of building permits, to be based on the Concept Plan, Design Standards and Elevations of the subject property, attached hereto and incorporated herein as Exhibit “A”, which is hereby made a part of this WPDD Ordinance; and,

**WHEREAS**, parties in interest and citizens have had an opportunity to be heard at public hearings conducted by the Planning and Zoning Commission and City Council, on November 8, 2018 and November 15, 2018, respectively, notice of which was published in the City’s official newspaper before the 15<sup>th</sup> day before the first public hearing and agendas for each hearing were posted at City Hall more than seventy-two (72) hours prior to the respective hearing.

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

**ARTICLE I. FINDINGS OF FACT**

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

**ARTICLE II. AMENDMENT**

**A. Zoning.** That the property described as approximately 3.221 acres of land out of the Texas Central Railway Co. Survey No. 5, Abstract No.707, more commonly known as 210 Masonic Lodge Road, Wimberley, Hays County, Texas (the “Property”) and more particularly described in the attached metes and bounds description in Exhibit “B”, (referred to herein as the “Property”) is hereby designated as a Wimberley Planned Development District, with a base zoning district Neighborhood Services (NS) in accordance with the Code of Ordinances and subject to the WPDD Conditions described herein in Subsection B. Further, development and construction on the Property shall be in conformance with the Development Plan to be submitted prior to issuance of building permits, to be based on the Concept Plan,

Design Standards and Elevations, described on Exhibit “A”, and incorporated by reference for all purposes.

**B. WPDD Conditions.**

1. All provisions of the Neighborhood Services (NS) zoning district shall apply except as modified herein.
2. Development and construction of the Property shall be in conformance with the Concept Plan, which includes, but is not limited to, building layout, special amenities, square footages and parking, attached as Exhibit “A”, and incorporated by reference for all purposes.
3. Development and construction of the Property shall be in conformance with the Design Standards describing the building construction materials, special amenities, and other design elements applicable to the Property, as follows:
  - a. Three (3) canvas tents allowed
  - b. Tents shall be:
    - i. standard Bushtec or equivalent with respect to canvas seventeen (17) ounce (550 gsm)
    - ii. Ripstop CPAI 84 fire retardant UV and rot protected
    - iii. PVC 550 GSM PVC UV & rot protected
  - c. Tents shall be installed on permanent deck
  - d. Maximum occupancy for the property shall be two (2) people per tent.
  - e. Preservation of all trees sixteen (16) inches in diameter at four (4) feet.
  - f. Fence with vegetative barrier of varying height to accommodate residential structure on south building line.
  - g. Eight hundred (800) square foot common area canvas tent.
  - h. Four hundred fifty (450) square foot pool.
4. The City short-term rental business regulations shall apply.
5. Continued existing use of the beauty shop and spa.
  - a. Fifteen hundred (1500) square foot metal building for beauty shop and spa expansion.

All conditions and requirements provided in this Ordinance and the City's Code of Ordinances must be complied with prior to the issuance of a building permit and certificate of occupancy.

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

The official Zoning District Map shall be revised to reflect the zoning district boundary established by this Ordinance.

### **ARTICLE IV. SEVERABILITY**

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

### **ARTICLE V. EFFECTIVE DATE**

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

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

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

**PASSED AND APPROVED** this 15th day of November, 2018, by a vote of (Ayes) to (Nays) (Abstain) vote of the City Council of the City of Wimberley, Texas

### **CITY OF WIMBERLEY**

BY: \_\_\_\_\_  
Susan Jagers, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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City Attorney

# Report for Zoning ZA-18-014



## Summary:

A request to allow the sale of beer, wine, & alcohol for on-premise consumption with an eating establishment at 110 Old Kyle Rd.

## Applicant Information:

**Applicant:** Rancho Queso, Raquel Gottsch  
**Property Owner:** Bert Ray  
 115 Sky Ranch Circle  
 Wimberley, TX 78676

## Subject Property:

**Legal Description:** 0.44 Acres out of the Amasa Turner Survey, Abs. No. 461  
**Location:** 110 Old Kyle Rd  
**Existing Use of Property:** Commercial  
**Existing Zoning:** C-2  
**Proposed Use of Property:** Commercial  
**Proposed Zoning:** CUP  
**Planning Area:** IV  
**Overlay District:** City Center

## Surroundings:

**Frontage On:** Old Kyle Road

**Area Zoning and Land Use Pattern:**

	<b>Current Zoning</b>	<b>Existing Land Use</b>
<b>N of Property</b>	C3, PR1	Commercial, Public
<b>S of Property</b>	PF	Public
<b>E of Property</b>	C1	Commercial
<b>W of Property</b>	C2	Commercial

## Legal Notice

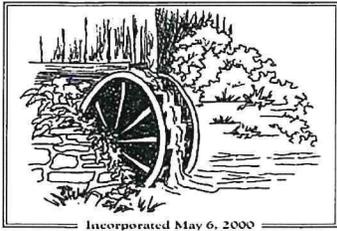
**200' Letters Published:** 10/16/2018  
**Sign Placement:** 10/18/2018  
**Responses:** 10/16/2018  
 0 supporters; 0 objections

## Comments:

The applicant, Rancho Queso, Raquel Gottsch, has submitted an application to allow for the sale of beer, wine, and alcohol for on-premise consumption with an eating establishment at 110 Old Kyle Rd. An eating establishment is a permitted use and Rancho Queso has been in operation as such. Per City Code and submitted floor plan, there is a required 10 parking spaces and the applicant meets this requirement. The City Sanitarian has reviewed this request and has given clearance for the existing on-site sewage facility to have this additional use.

Responses have not been received for or against the Conditional Use Permit request.

On November 8<sup>th</sup> the Planning & Zoning Commission voted 6-0-0 to recommend approval of the request.



# City of Wimberley

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

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

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

## CONDITIONAL USE PERMIT APPLICATION

OFFICE USE	CUP <u>18-014</u>	Date: <u>10-09-18</u>	Staff Review <u>SIF</u>
	<u>6:00 pm</u>	<u>5:30 pm</u>	
P&Z Hearing: <u>11-8-18</u>	Council Hearing: <u>11-15-18</u>	Fees Paid: <input checked="" type="checkbox"/>	

Applicant: <u>Rancho Quess</u>
Mailing address: <u>110 Old Kyle Rd.</u> City: <u>Wimberley</u> State: <u>TX</u> Zip: <u>78676</u>
Phone: [REDACTED] Email: [REDACTED]
Property Owner: <u>Bert Ray</u>
Mailing address: <u>115 Sky Ranch Circle</u> City: <u>Wimberley</u> State: <u>TX</u> Zip: <u>78676</u>
Phone: [REDACTED] Email: [REDACTED]

Project Site Address: <u>110 Old Kyle Rd. (Wimberley, TX 78676)</u>
Legal description: <u>.44 acres out of the Amasa Turner Survey, Abstract No 461</u>
Total Acreage or Square Footage: <u>.440 AC</u> Deed recorded in: <u>5/3/2005 Vol. 2680</u> pg. 820
Hays CAD Parcel ID R <u>18565</u> Planning Area: <u>IV</u> Zoning: <u>C-2</u>
Is property located in an overlay district? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, type: <u>city center overlay</u>
Specific Conditional Use Requested: <u>Eating establishment: sit down in clubhouse of beer, wine &amp; alcohol for on-site consumption</u>
Applicant understands that the purpose of the Conditional Use Permit (CUP) process is to allow certain uses which are not specific; permitted uses within a zoning district. To be considered for a CUP, the requested use must be listed under "Conditional Uses" within the applicable zoning district.

Utilities
Electric Provider: <u>Pedernales Electric</u>
Water provider or Private Well: <u>city of wimberley water supply corporation</u>
Wastewater Service or Septic Permit No. _____
*If you have an On-Site Sewage Facility (OSSF) you can submit an open records request for your permit information if you do not have it.

## SUBMITTAL CHECKLIST

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

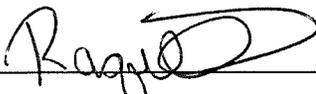
### MY REQUEST IS BASED ON THE FOLLOWING:

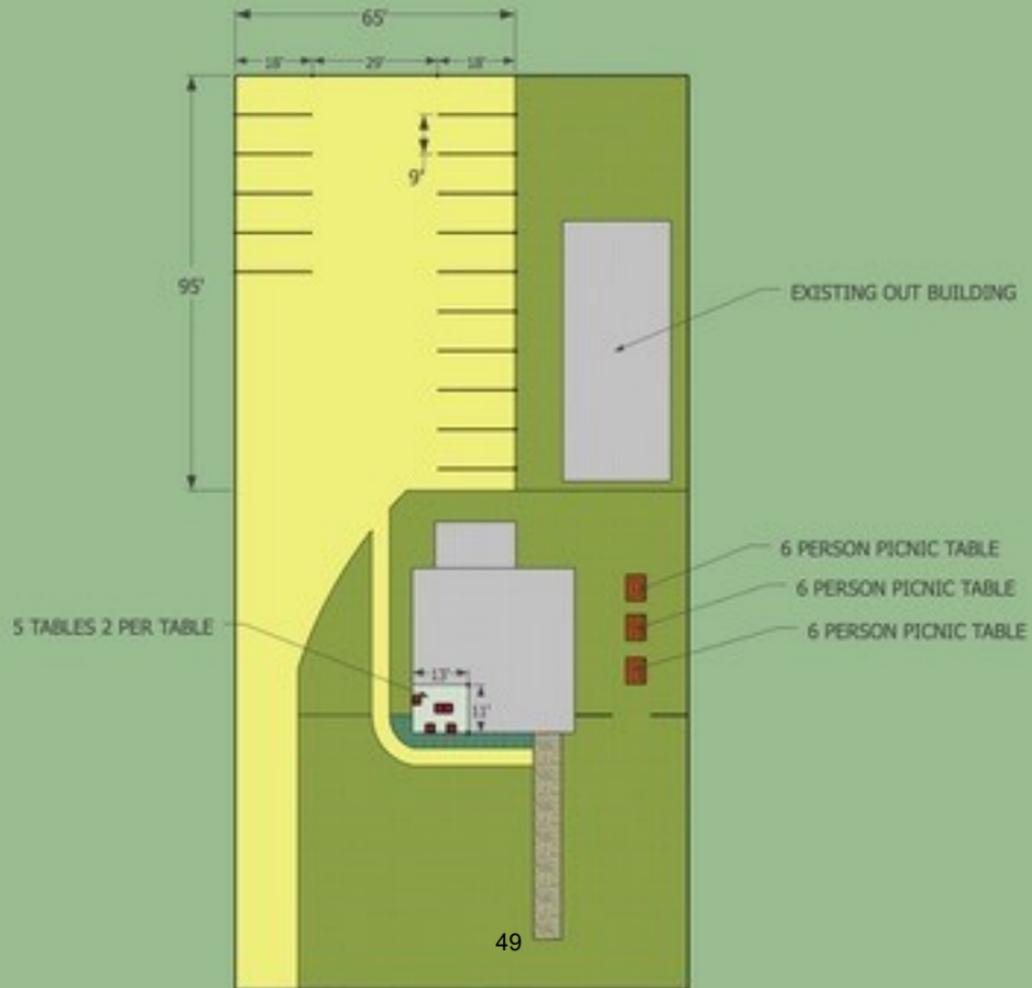
- The use is harmonious and compatible with surrounding existing uses or proposed uses, and does not adversely affect an adjoining site than would a permitted use;
- The use requested by the applicant is set forth as a conditional use in the base district;
- The nature of the use is reasonable;
- The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

### SUBMITTAL VERIFICATION

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

Date: 10/9/18

Applicant's Signature: 



§ 155.048 COMMERCIAL - MODERATE IMPACT; C-2.

(A) *General purpose and description.* The C-2, commercial 2 district is established to provide areas for shopping and service facilities for the retail sales of goods and services. These shopping areas must satisfy established landscape and buffering requirements.

(B) *Permitted uses.*

- (1) Administrative and professional office:
  - (a) Insurance, real estate, attorneys, accountants, architects, investment services, travel agencies;
  - (b) Photography studios, doctors, dentists;
  - (c) Non-profit organizations (with certain restrictions);
  - (d) Civic uses (such as City Halls);
  - (e) Research services: limited; and
  - (f) Office.
- (2) Religious assembly;
- (3) Medical services: limited;
- (4) Personal services: general;
- (5) Accessory uses to the main use;
- (6) Retail sales and services: general;
- (7) Retail sales and services: flea market/market day;
- (8) Eating establishments: sit-down; not including the sale of beer, wine, or alcohol for on-premise consumption
- (9) Plant nurseries;
- (10) Emergency shelter and feeding site (humans);
- (11) Communications services: limited (such as studios);
- (12) Commercial/residential;
- (13) Banks and savings and loan associations;
- (14) Funeral and interment services: cremating;
- (15) Funeral and interment services: interring;
- (16) Funeral and interment services: undertaking;
- (17) Animal interment services;
- (18) Private primary educational services;
- (19) Private secondary educational services; and
- (20) Single-family residence.

(C) *Conditional uses.*

- (1) A drive-through or drive-in facility otherwise allowed in any permitted use in this district shall be allowed only with a conditional use permit;
- (2) Personal services: limited;
- (3) Gasoline sales: limited;
- (4) Automotive washing;
- (5) Personal storage;
- (6) Bed and breakfast lodging;
- (7) Telecommunications towers, commercial antennas, and broadcast towers, subject to all applicable city regulations; and
- (8) Eating establishments: fast food with drive-through order windows.
- (9) Eating establishments: sit-down, including the sale of beer, wine and alcohol for on-premise consumption

(10) Package store; and

(11) Liquor store

(D) *Development regulations.*

(1) Minimum lot size: 5,000 square feet.

(2) Maximum building height (as defined in § 155.005):

(a) Primary buildings: not more than 2 stories and not more than 28 feet with flat roof (see definition) or 35 feet with pitched roof;

(b) Accessory buildings: not more than 18 feet and not more than 1 story; and

(c) Decks: not more than 12 feet including a railing only or 18 feet including a roof.

(3) For minimum setbacks, no construction, including buildings, parking areas, and driveways, except entry driveways, and no placement or display of commercial material and equipment shall be allowed in the setbacks. The minimum setbacks shall be the larger of the dimensions in § 155.078(A), Table A, or the following:

(a) Dominant street: 15 feet;

(b) Secondary street: 15 feet; and

(c) Interior side or rear yard: 10 feet, 20 feet when adjacent to a residential district and the building is more than 1 story.

(4) Maximum impervious coverage: 70%. Impervious cover shall be calculated as a percentage of the net site area and shall be the lesser of the percentage specified above in this district description or the percentage for the average lot slope in § 155.078(M), Table C.

(5) Maximum building coverage: 60%. Building coverage shall be calculated as a percentage of the net site area.

(6) Maximum building footprint: 15,000 square feet.

(7) Maximum floor area: 20,000 square feet.

(E) *Parking regulations.* As required by § 155.075, off-street parking and loading requirements.

(F) *Special requirements.*

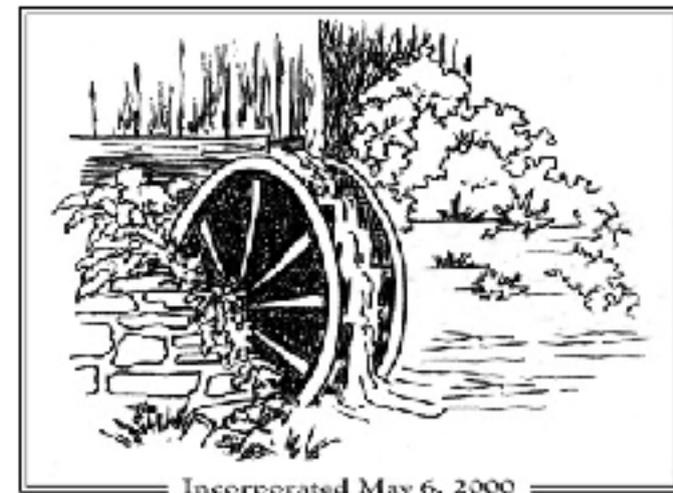
(1) For site plan requirements, see § 155.077.

(2) Open storage is prohibited; however, periodic display of seasonal items (such as Christmas trees, pumpkins, and the like) is allowed during the appropriate time periods.

(3) These districts shall be limited to properties fronting on major transportation arterials, provided the location is not incompatible with an existing residential neighborhood or property.

(G) *Other regulations.* As established in §§ 155.075 et seq., development standards. (Ord. 2001-010, § 27, passed 4-1-2001; Am. Ord. 2003-006, passed 7-3-2003; Am. Ord. 2004-017, passed 8-5-2004) Penalty, see § 155.999

# CUP-18-014 ~ 110 Old Kyle Rd



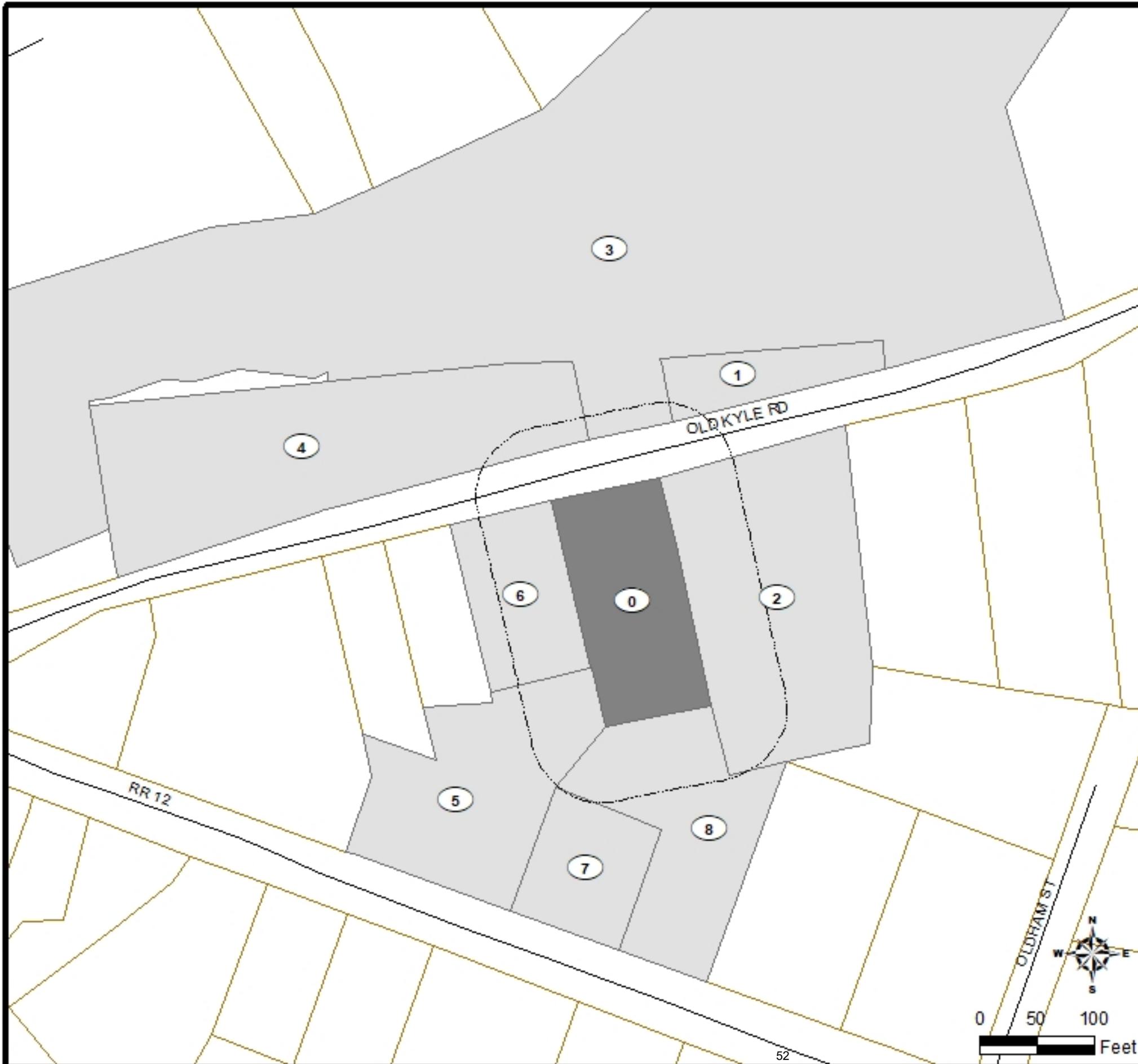
## 200' NOTIFICATION

Legend

--- 200' Buffer

### ID. Owner

- 0. SUBJECT TRACT
- 1. BACHERS, MICHAEL
- 2. BILLINGSLEY, CLAIRE M
- 3. CITY OF WIMBERLEY
- 4. LUMBERYARD SB1 LLC
- 5. SANDER ALBERT & JEAN
- 6. SANDER ALBERT A & JEAN A
- 7. WIMBERLEY CHRISTIAN CHURCH
- 8. WIMBERLEY CHRISTIAN CHURCH



WIMBERLEY CHRISTIAN CHURCH  
13706 RR 12  
WIMBERLEY, TX 78676

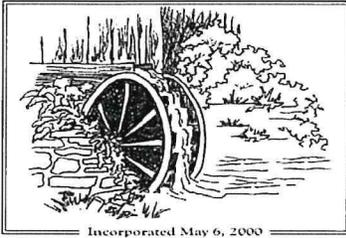
BILLINGSLEY, CLAIRE M  
PO BOX 2206  
WIMBERLEY, TX 78676

BACHERS, MICHAEL  
280 OLD KYLE RD  
WIMBERLEY, TX 78676

SANDER ALBERT & JEAN  
PO BOX 139  
WIMBERLEY, TX 78676

LUMBERYARD SB1 LLC  
111 OLD KYLE RD, STE 204  
WIMBERLEY, TX 78676

RAY BERT E & JULIE L  
115 SKY RANCH CIR  
WIMBERLEY, TX 78676



# City of Wimberley

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

October 16, 2018

## NOTICE OF PUBLIC HEARING

**Re: File No. CUP-18-014**

110 Old Kyle Road

A request for a Conditional Use Permit (CUP) to allow for the sale of beer, wine and alcohol for on-premise consumption

Dear Property Owner:

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

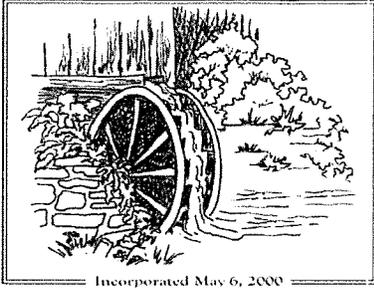
The applicant, Raquel Gottsch, has requested a Conditional Use Permit (CUP) to allow the sale of beer, wine and alcohol for on-premise consumption with an eating establishment at 110 Old Kyle Road. The current zoning for this property is Commercial-Moderate Impact (C-2). The City of Wimberley Planning & Zoning Commission will consider this request at a public hearing on **Thursday, November 8, 2018, at 6:00 p.m.** in the Wimberley City Hall, 221 Stillwater. Upon a recommendation from the Commission, City Council will hold a public hearing to consider the same request on **Thursday, November 15, 2018, at 5:30 p.m.**

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

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

Thank you,

Sandy I. Floyd  
Planning & Development Coordinator  
GIS Analyst  
[sfloyd@cityofwimberley.com](mailto:sfloyd@cityofwimberley.com)



# City of Wimberley

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

## NOTICE BY SIGN POSTING

DATE: October 16, 2018

ZONING NO: CUP-18-014

APPLICANT: Raquel Gottsch

TO: CODE ENFORCEMENT/PUBLIC WORKS

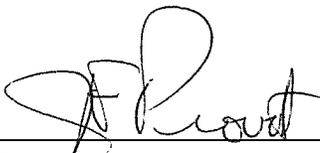
Please place a Proposed Zoning Sign on the following property:

Project Site Address: 110 Old Kyle Road

John Provost  
Public Works/Code Enforcement

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

10-16 2018

  
\_\_\_\_\_  
Signature



**ORDINANCE NO. 2018-xx**

**AN ORDINANCE APPROVING AN APPLICATION FOR A CONDITIONAL USE PERMIT SUBMITTED BY RANCHO QUESO TO PERMIT THE OPERATION OF AN EATING ESTABLISHMENT: SIT DOWN, INCLUDING THE SALE OF BEER, WINE, AND ALCOHOL FOR ON-PREMISE CONSUMPTION ON PROPERTY DESCRIBED AS 0.440 ACRES OUT OF THE AMASA TURNER SURVEY, ABSTRACT NO. 461, WIMBERLEY, TEXAS, ZONED COMMERCIAL-MODERATE IMPACT (C-2); AND PROVIDING FOR FINDINGS OF FACT; AMENDMENT OF THE ZONING DISTRICT MAP; REPEALER; SEVERABILITY; EFFECTIVE DATE; PROPER NOTICE AND MEETING; AND PROVIDING FOR CERTAIN CONDITIONS.**

**WHEREAS**, an application for a Conditional Use Permit has been filed by Rancho Queso (“Applicant”) requesting authorization to operate an eating establishment: sit-down, including the sale of beer, wine and alcohol for on-premise consumption on real property described as 0.440 acres out of the Amasa Turner Survey, Abstract No. 461, zoned Commercial-Moderate Impact (C-2); and

**WHEREAS**, the sale of beer, wine, and alcohol for on-premise consumption with an eating establishment is an authorized use in areas zoned Commercial-Moderate Impact (C-2) upon approval of a Conditional Use Permit;

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

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

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

**WHEREAS**, the City Council finds that the use of the subject property as an eating establishment: sit-down, including the sale of beer, wine and alcohol for on-premise consumption, subject to the conditions imposed by this Ordinance, is an appropriate use for the property and is a compatible use with the surrounding properties and neighborhoods.

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

**ARTICLE I. FINDINGS OF FACT**

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

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

The CITY COUNCIL HEREBY GRANTS the Application for a Conditional Use Permit submitted by Rancho Queso (“Applicant”) for use as an eating establishment: sit-down, including the sale of beer, wine and alcohol for on-premise consumption on real property, described as 0.440 acres out of the Amasa Turner Survey, Abstract No. 461, as more particularly described by survey in Exhibit “A”, attached and incorporated by reference, zoned Commercial-Moderate Impact (C-2), Wimberley, Hays County, Texas.

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

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

## **ARTICLE IV. REPEALER**

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

## **ARTICLE V. SEVERABILITY**

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

## **ARTICLE VI. EFFECTIVE DATE**

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

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

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

Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**PASSED AND APPROVED** by the City of Wimberley City Council on the 15th day of November, 2018 by a vote of (Ayes) and (Nays) and (Abstain).

**CITY OF WIMBERLEY**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**0.440 ACRE OF LAND**  
**OUT OF THE AMASA TURNER SURVEY, ABSTRACT No. 461,**  
**HAYS COUNTY, TEXAS**  
**LEGAL DESCRIPTION**

BEING A TRACT OR PARCEL CONTAINING 0.440 ACRE OF LAND OUT OF THE AMASA TURNER SURVEY, ABSTRACT No. 461, HAYS COUNTY, TEXAS; BEING THAT SAME REAL PROPERTY CONVEYED TO DANIEL MALDONADO DESCRIBED BY WARRANTY DEED RECORDED IN VOLUME 1929, PAGE 295, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 0.440 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS ARE REFERENCED TO SAID DEED RECORDED IN VOLUME 1929, PAGE 295, O.P.R.H.C.T.):

**BEGINNING**

at a 1/2-inch iron rod found in the south right-of-way line of Old Kyle Road and marking the north west corner of that certain 0.92 acre tract described by deed recorded in Volume 783, Page 785, O.P.R.H.C.T.; said iron rod also marking the northeast corner of the herein described tract;

**THENCE**

Southerly, departing the south right-of-way line of said Old Kyle Road and along the east line of said 0.440 acre tract, the following two (2) courses:

- (1) South 11°51'03" East, a distance of 66.26 feet to a 30d nail in concrete found;
- (2) South 11°22'07" East, a distance of 134.88 feet to a fence corner post found marking the south east corner of the herein described tract;

**THENCE**

South 79°43'18" West, along the south line of said 0.440 acre tract, a distance of 94.32 feet to a 1/2-inch iron rod found in the northeast line of that certain 0.67 acre tract described by deed recorded in Volume 2260, Page 274, O.P.R.H.C.T.; said iron rod also marking the southwest corner of the herein described tract;

**THENCE**

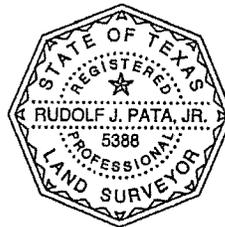
North 12°00'00" West, along the west line of said 0.440 acre tract, a distance of 200.73 feet to a 1/2-inch iron rod found in the aforesaid south right-of-way line of Old Kyle Road and marking the northeast corner of that certain 0.31 acre tract described by deed recorded in Volume 1919, Page 815, O.P.R.H.C.T.; said iron rod also marking the northwest corner of the herein described tract;

**THENCE**

North 79°27'15" East, along said south right-of-way line of Old Kyle Road, a distance of 95.97 feet to the POINT OF BEGINNING and containing 0.440 acre of land.

9/10/04  
DATE

RJP  
RUDOLF J. PATA, JR. RPLS #5388



**EXHIBIT "A"**

<b>Driftwood Surveying</b> Professional Land Surveyors  P.O. Box 379 Wimberley, TX 78676 PH. (512) 847-7222 FAX (512) 847-7372 www.driftwoodsurveying.com	<b>METES AND BOUNDS</b>		
	<b>LEGAL DESCRIPTION</b> 0.440 ACRE OF LAND OUT OF THE AMASA TURNER SURVEY, ABSTRACT No. 461, VILLAGE OF WIMBERLEY, HAYS COUNTY, TEXAS		
	<b>ADDRESS</b> 110 OLD KYLE ROAD, WIMBERLEY, TEXAS		
	<b>PREPARED FOR:</b> DUPREBO	<b>TITLE CO. FILE No.</b> 20409012	<b>DATE</b> 09-10-04
	<b>COMMITMENT No.</b> 20409012	<b>PROJECT No.</b> HC16504	

# Report for Zoning CUP-18-015



**Summary:**

A request to allow for the operation of a package store for the sale of beer & wine at 110 Old Kyle Rd.

**Applicant Information:**

**Applicant:** Rancho Queso, Raquel Gottsch  
**Property Owner:** Bert & Julie Ray  
 115 Sky Ranch Circle  
 Wimberley, TX 78676

**Subject Property:**

**Legal Description:** 0.44 Acres out of the Amasa Turner Survey, Abs. No. 461  
**Location:** 110 Old Kyle Rd  
**Existing Use of Property:** Commercial  
**Existing Zoning:** C-2  
**Proposed Use of Property:** Commercial  
**Proposed Zoning:** CUP  
**Planning Area:** IV  
**Overlay District:** City Center

**Surroundings:**

**Frontage On:** Old Kyle Road

**Area Zoning and Land Use Pattern:**

	<b>Current Zoning</b>	<b>Existing Land Use</b>
<b>N of Property</b>	C3, PR1	Commercial, Public
<b>S of Property</b>	PF	Public
<b>E of Property</b>	C1	Commercial
<b>W of Property</b>	C2	Commercial

**Legal Notice**

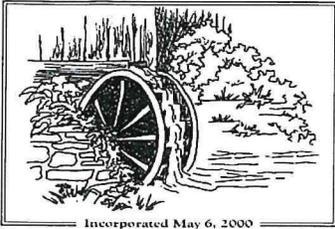
**200' Letters Published:** 10/16/2018  
**Sign Placement:** 10/18/2018  
**Responses:** 10/16/2018  
 0 supporters; 0 objections

**Comments:**

The applicant, Rancho Queso, Raquel Gottsch, has submitted an application to allow the operation of a package store for the sale of beer and wine for off-premise consumption at 110 Old Kyle Rd. A package store is allowed in the C-2 zoning district with an approved CUP. Retail floor area consists of 375 square feet, therefore 2 parking spaces are required and the applicant meets this requirement.

Responses have not been received for or against the Conditional Use Permit request.

On November 8<sup>th</sup> the Planning & Zoning Commission voted 6-0-0 to recommend approval of the request.



# City of Wimberley

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

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

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

## CONDITIONAL USE PERMIT APPLICATION

OFFICE USE	CUP <u>18 - 015</u>	Date: <u>10-09-18</u>	Staff Review <u>SIF</u>
	<u>6:00 pm</u>	<u>5:30 pm</u>	
P&Z Hearing: <u>11-8-18</u>	Council Hearing: <u>11-15-18</u>	Fees Paid: <input checked="" type="checkbox"/>	

Applicant: <u>Rancho Queso</u>
Mailing address: <u>110 Old Kyle Rd. City: Wimberley State: TX Zip: 78676</u>
Phone: <u>[REDACTED]</u> Email: <u>[REDACTED]</u>
Property Owner: <u>Bert Ray</u>
Mailing address: <u>115 Sky Ranch Circle City: Wimberley State: TX Zip: 78676</u>
Phone: <u>[REDACTED]</u> Email: <u>[REDACTED]</u>

Project Site Address: <u>110 Old Kyle Road (Wimberley, TX 78676)</u>
Legal description: <u>.44 acres out of the Amasa Turner Survey, Abstract No. 461</u>
Total Acreage or Square Footage: <u>.440 Ac</u> Deed recorded in: <u>5/3/2005 Vol. 2680 Pg. 820</u>
Hays CAD Parcel ID R <u>18565</u> Planning Area: <u>IV</u> Zoning: <u>C-2</u>
Is property located in an overlay district? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, type: <u>city center overlay</u>
Specific Conditional Use Requested: <u>Package Store</u>

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

Utilities
Electric Provider: <u>Pedernales Electric</u>
Water provider or Private Well: <u>Wimberley Water Supply Corporation</u>
Wastewater Service or Septic Permit No. _____

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

## SUBMITTAL CHECKLIST

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

### MY REQUEST IS BASED ON THE FOLLOWING:

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

### SUBMITTAL VERIFICATION

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

Date: 10/9/18

Applicant's Signature: 

§ 155.048 COMMERCIAL - MODERATE IMPACT; C-2.

(A) *General purpose and description.* The C-2, commercial 2 district is established to provide areas for shopping and service facilities for the retail sales of goods and services. These shopping areas must satisfy established landscape and buffering requirements.

(B) *Permitted uses.*

- (1) Administrative and professional office:
  - (a) Insurance, real estate, attorneys, accountants, architects, investment services, travel agencies;
  - (b) Photography studios, doctors, dentists;
  - (c) Non-profit organizations (with certain restrictions);
  - (d) Civic uses (such as City Halls);
  - (e) Research services: limited; and
  - (f) Office.
- (2) Religious assembly;
- (3) Medical services: limited;
- (4) Personal services: general;
- (5) Accessory uses to the main use;
- (6) Retail sales and services: general;
- (7) Retail sales and services: flea market/market day;
- (8) Eating establishments: sit-down; not including the sale of beer, wine, or alcohol for on-premise consumption
- (9) Plant nurseries;
- (10) Emergency shelter and feeding site (humans);
- (11) Communications services: limited (such as studios);
- (12) Commercial/residential;
- (13) Banks and savings and loan associations;
- (14) Funeral and interment services: cremating;
- (15) Funeral and interment services: interring;
- (16) Funeral and interment services: undertaking;
- (17) Animal interment services;
- (18) Private primary educational services;
- (19) Private secondary educational services; and
- (20) Single-family residence.

(C) *Conditional uses.*

- (1) A drive-through or drive-in facility otherwise allowed in any permitted use in this district shall be allowed only with a conditional use permit;
- (2) Personal services: limited;
- (3) Gasoline sales: limited;
- (4) Automotive washing;
- (5) Personal storage;
- (6) Bed and breakfast lodging;
- (7) Telecommunications towers, commercial antennas, and broadcast towers, subject to all applicable city regulations; and
- (8) Eating establishments: fast food with drive-through order windows.
- (9) Eating establishments: sit-down, including the sale of beer, wine and alcohol for on-premise consumption

(10) Package store; and

(11) Liquor store

(D) *Development regulations.*

(1) Minimum lot size: 5,000 square feet.

(2) Maximum building height (as defined in § 155.005):

(a) Primary buildings: not more than 2 stories and not more than 28 feet with flat roof (see definition) or 35 feet with pitched roof;

(b) Accessory buildings: not more than 18 feet and not more than 1 story; and

(c) Decks: not more than 12 feet including a railing only or 18 feet including a roof.

(3) For minimum setbacks, no construction, including buildings, parking areas, and driveways, except entry driveways, and no placement or display of commercial material and equipment shall be allowed in the setbacks. The minimum setbacks shall be the larger of the dimensions in § 155.078(A), Table A, or the following:

(a) Dominant street: 15 feet;

(b) Secondary street: 15 feet; and

(c) Interior side or rear yard: 10 feet, 20 feet when adjacent to a residential district and the building is more than 1 story.

(4) Maximum impervious coverage: 70%. Impervious cover shall be calculated as a percentage of the net site area and shall be the lesser of the percentage specified above in this district description or the percentage for the average lot slope in § 155.078(M), Table C.

(5) Maximum building coverage: 60%. Building coverage shall be calculated as a percentage of the net site area.

(6) Maximum building footprint: 15,000 square feet.

(7) Maximum floor area: 20,000 square feet.

(E) *Parking regulations.* As required by § 155.075, off-street parking and loading requirements.

(F) *Special requirements.*

(1) For site plan requirements, see § 155.077.

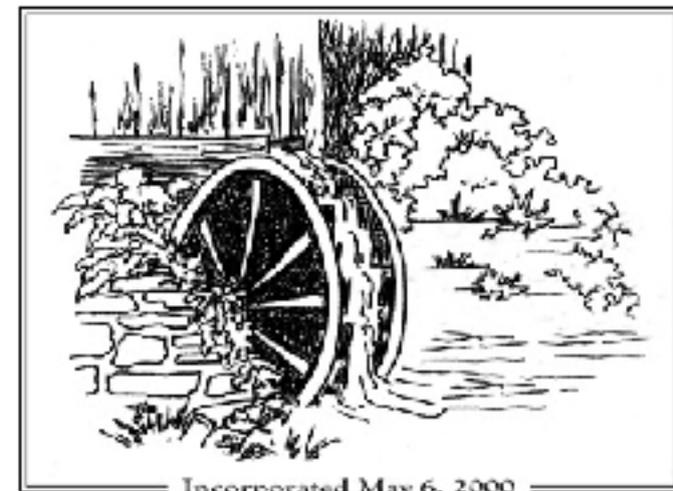
(2) Open storage is prohibited; however, periodic display of seasonal items (such as Christmas trees, pumpkins, and the like) is allowed during the appropriate time periods.

(3) These districts shall be limited to properties fronting on major transportation arterials, provided the location is not incompatible with an existing residential neighborhood or property.

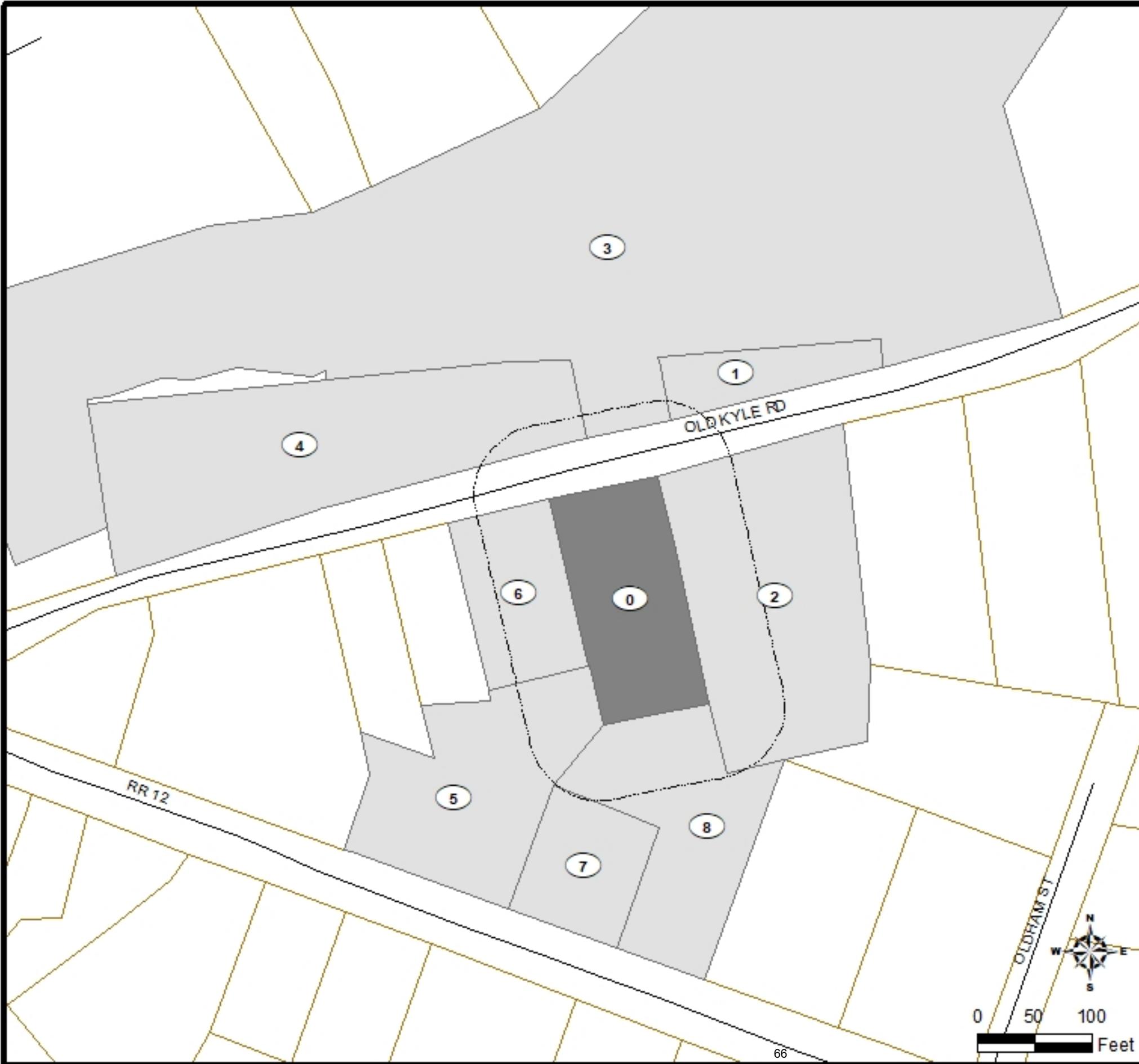
(G) *Other regulations.* As established in §§ 155.075 et seq., development standards.

(Ord. 2001-010, § 27, passed 4-1-2001; Am. Ord. 2003-006, passed 7-3-2003; Am. Ord. 2004-017, passed 8-5-2004) Penalty, see § 155.999

# CUP-18-015 ~ 110 Old Kyle Rd



## 200' NOTIFICATION



- Legend
- 200' Buffer
  - ID. Owner**
  - 0. SUBJECT TRACT
  - 1. BACHERS, MICHAEL
  - 2. BILLINGSLEY, CLAIRE M
  - 3. CITY OF WIMBERLEY
  - 4. LUMBERYARD SB1 LLC
  - 5. SANDER ALBERT & JEAN
  - 6. SANDER ALBERT A & JEAN A
  - 7. WIMBERLEY CHRISTIAN CHURCH
  - 8. WIMBERLEY CHRISTIAN CHURCH

WIMBERLEY CHRISTIAN CHURCH  
13706 RR 12  
WIMBERLEY, TX 78676

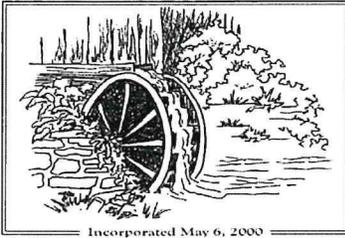
BILLINGSLEY, CLAIRE M  
PO BOX 2206  
WIMBERLEY, TX 78676

BACHERS, MICHAEL  
280 OLD KYLE RD  
WIMBERLEY, TX 78676

SANDER ALBERT & JEAN  
PO BOX 139  
WIMBERLEY, TX 78676

LUMBERYARD SB1 LLC  
111 OLD KYLE RD, STE 204  
WIMBERLEY, TX 78676

RAY BERT E & JULIE L  
115 SKY RANCH CIR  
WIMBERLEY, TX 78676



# City of Wimberley

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

October 16, 2018

## NOTICE OF PUBLIC HEARING

**Re: File No. CUP-18-015**

110 Old Kyle Road

A request for a Conditional Use Permit (CUP) to allow the operation of a package store

Dear Property Owner:

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

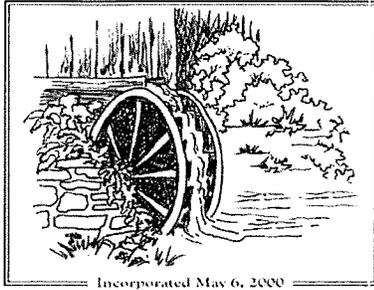
The applicant, Raquel Gottsch, has requested a Conditional Use Permit (CUP) to allow a package store for the sale of beer and wine at 110 Old Kyle Road. The current zoning for this property is Commercial-Moderate Impact (C-2). The City of Wimberley Planning & Zoning Commission will consider this request at a public hearing on **Thursday, November 8, 2018, at 6:00 p.m.** in the Wimberley City Hall, 221 Stillwater. Upon a recommendation from the Commission, City Council will hold a public hearing to consider the same request on **Thursday, November 15, 2018, at 5:30 p.m.**

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

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

Thank you,

Sandy I. Floyd  
Planning & Development Coordinator  
GIS Analyst  
[sfloyd@cityofwimberley.com](mailto:sfloyd@cityofwimberley.com)



# City of Wimberley

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

## NOTICE BY SIGN POSTING

DATE: October 16, 2018

ZONING NO: CUP-18-015

APPLICANT: Raquel Gottsch

TO: CODE ENFORCEMENT/PUBLIC WORKS

Please place a Proposed Zoning Sign on the following property:

Project Site Address: 110 Old Kyle Road

John Provost  
Public Works/Code Enforcement

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

10-16 2018

  
Signature

# MAYOR'S CORNER

## Tourism Committee

Dripping Springs, Texas 78620. One original and three (3) copies of the proposal must be sealed and clearly marked on the face of the shipping material "Engineering RFQ", "Surveying RFQ", "Environmental Engineering RFQ", "Geotechnical Engineering RFQ", "Bond Counsel RFQ", "Financial Advisor RFQ", "General Counsel RFQ", "Special Counsel RFQ", "Appraiser RFQ", or "Appraiser Reviewer RFQ". This procurement is subject to Environmental Protection Agency requirements in 40 CFR 31.36. Small, minority, and women business enterprises are encouraged to submit qualification statements for consideration. This RFQ includes EPA established MBE/WBE goals: MBE: CONSTRUCTION 19.44%, EQUIPMENT 16.28%, SERVICES 20.41% AND SUPPLIES 25.34%; WBE: CONSTRUCTION 9.17%, EQUIPMENT 11.43%, SERVICES 13.66% AND SUPPLIES 8.82%. The TWDB's DBE website is located at: <http://www.twdb.texas.gov/financial/programs/DBE/index.asp>

### NOTICE OF APPLICATION TO SUBDIVIDE

An application has been filed with HAYS COUNTY to subdivide 10.7344 acres of property located at 1374 Trebled Waters, Driftwood, Texas 78619. Information regarding the application may be obtained from Hays County Development Services (512) 393-2150. Tracking Number SUB-1127.



### NOTICE OF APPLICATION TO SUBDIVIDE

An application has been filed with HAYS COUNTY to subdivide 1.78 acres of property located at 15110 FM 150, Driftwood, Texas 78619. Information regarding the application may be obtained from Hays County Development Services (512) 393-2150. Tracking Number SUB-1176.

### NOTICE OF APPLICATION TO SUBDIVIDE

An application has been filed with HAYS COUNTY to subdivide 31.70 acres of property in Caliterra Ph. 3 - Sec. 9 Located at Premier Park Lp. & Soaring Hill Rd. in Hays County, TX into 82 - Single Family Lots & 4 Lots w/ Open Space Application Information may be obtained from: Hays County Development Services (512) 393-2150. Tracking Number: Sub 1163. 70

# Advertising Work

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

Notice is hereby given that the Planning & Zoning Commission of the City of Wimberley will hold a public hearing at the Wimberley City Hall on **Thursday, November 8, 2018, at 6:00 p.m.** to consider the following: CUP-18-015- an application for a Conditional Use Permit (CUP) to allow the operation of a package store at 110 Old Kyle Rd. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a public hearing on **Thursday, November 15, 2018, at 5:30 p.m.** at City Hall. Comments on this request from any member of the public may be presented in person at City Hall, by mail (PO Box 2027), or by email ([efloyd@cityofwimberley.com](mailto:efloyd@cityofwimberley.com)) prior to the hearing. The public will be granted an opportunity to speak at the hearings. Additional information concerning the proposed action is available for review at the Wimberley City Hall, 221 Stillwater, Wimberley, Texas.

Information may be obtained from Hays County Development Services (512) 393-2150. Tracking number: Sub - 1159.

### NOTICE OF APPLICATION TO SUBDIVIDE

An application has been filed with Hays County to subdivide 37.91 acres of property in Caliterra Ph. 4 - Sec. 11 Located at Premier Park Lp. & Soaring Hill Rd. in Hays County, TX into 108 - Single Family Lots & 7 Lots w/ Open Space Application Information may be obtained from: Hays County Development Services (512) 393-2150. Tracking Number: Sub 1164.

**MORE LEGALS AND PUBLIC NOTICES ON THE FOLLOWING PAGE**

many for long term employment at well established firms. Call 512-847-2202 today to start your subscription tomorrow!

### General Help Wanted

Expanding Non-Profit Provider of Behavioral Health Services has an immediate opportunity for Board Certified Behavioral Analyst at their Behavioral Services Crisis Unit located in San Marcos, TX. Must possess MS for BCBA w/Current TX License. Apply online @ [www.hillcountry.org](http://www.hillcountry.org) Hill Country MHDD Centers is an EOE

### General Help Wanted

Early voting, a voter may vote at any temporary branch early voting polling location beginning October 22 through Friday November 2, 2018 (La votación anticipada, un votante puede votar en cualquier rama temporal la votación anticipada de votación a partir del 22 de octubre a través de viernes, 02 de noviembre de 2018)

Sunset Canyon Baptist Church	Springs
DSISD Administration Office	Springs
510 W Mercer St. Dripping Springs	District 1 (449)

Government Center	Monday - Oct. 22 - Friday Oct. 26 (8 am - 5 pm)
Conference Room	Saturday - Oct. 27 (7 am - 7 pm)
712 S Stagecoach Trl	Sunday - Oct. 28 (1 pm - 6 pm)
San Marcos, TX	Monday - Oct. 29 - Friday Nov. 2 (7 am - 7 pm)
Hays County Precinct 2 Office	Monday - Oct. 22 - Friday Oct. 26 (8 am - 5 pm)
5458 FM 2770 @ Crystal Meadow Dr	Saturday - Oct. 27 - Friday Nov. 2 (7 am - 7 pm)
Kyle, TX	Monday - Oct. 22 - Friday Oct. 26 (8 am - 5 pm)
Wimberley Community Center	Saturday - Oct. 27 - Friday Nov. 2 (7 am - 7 pm)
14068 Ranch Rd. 12	Monday - Oct. 22 - Friday Oct. 26 (8 am - 5 pm)
Wimberley, TX	Saturday - Oct. 27 - Friday Nov. 2 (7 am - 7 pm)

10:00 p.m. to receive an application for an plat and associated variance since 2009-053 of the City Sub-de requiring lots utilizing a pub-/stem and on-site sewage facility wards Aquifer Contributing Zone with River, Unit One, in the City of Upon recommendation of the Zoning Commission, the City also hold a public hearing on November 15, 2018, at 5:30 p.m. Comments on this re- by any member of the public may be presented in person at City Hall, by mail (PO Box 2027), or by email ([efloyd@cityofwimberley.com](mailto:efloyd@cityofwimberley.com)) prior to the hearing. The public will be granted an opportunity to speak at the hearings. Additional information concerning the proposed action is available for review at the Wimberley City Hall, 221 Stillwater, Wimberley, Texas.

**ORDINANCE NO. 2018-xx**

**AN ORDINANCE APPROVING AN APPLICATION FOR A CONDITIONAL USE PERMIT SUBMITTED BY RANCHO QUESO TO PERMIT THE OPERATION OF A PACKAGE STORE ON PROPERTY DESCRIBED AS 0.440 ACRES OUT OF THE AMASA TURNER SURVEY, ABSTRACT NO. 461, WIMBERLEY, TEXAS, ZONED COMMERCIAL-MODERATE IMPACT (C-2); AND PROVIDING FOR FINDINGS OF FACT; AMENDMENT OF THE ZONING DISTRICT MAP; REPEALER; SEVERABILITY; EFFECTIVE DATE; PROPER NOTICE AND MEETING; AND PROVIDING FOR CERTAIN CONDITIONS.**

**WHEREAS**, an application for a Conditional Use Permit has been filed by Rancho Queso (“Applicant”) requesting authorization to operate a package store on real property described as 0.440 acres out of the Amasa Turner Survey, Abstract No. 461, zoned Commercial-Moderate Impact (C-2); and

**WHEREAS**, a package store is an authorized use in areas zoned Commercial-Moderate Impact (C-2) upon approval of a Conditional Use Permit;

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

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

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

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

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

**ARTICLE I. FINDINGS OF FACT**

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

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

The CITY COUNCIL HEREBY GRANTS the Application for a Conditional Use Permit submitted by Rancho Queso (“Applicant”) for use as a package store on real property, described as 0.440 acres out of the Amasa Turner Survey, Abstract No. 461, as more particularly described by survey in Exhibit “A”, attached and incorporated by reference, zoned Commercial-Moderate Impact (C-2), Wimberley, Hays County, Texas.

**ARTICLE III. ZONING DISTRICT MAP**

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

**ARTICLE IV. REPEALER**

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

**ARTICLE V. SEVERABILITY**

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

**ARTICLE VI. EFFECTIVE DATE**

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

**ARTICLE VII. PROPER NOTICE AND MEETING**

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

**PASSED AND APPROVED** by the City of Wimberley City Council on the 15th day of November, 2018 by a vote of (Ayes) and (Nays) and (Abstain).

**CITY OF WIMBERLEY**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**0.440 ACRE OF LAND**  
**OUT OF THE AMASA TURNER SURVEY, ABSTRACT No. 461,**  
**HAYS COUNTY, TEXAS**  
**LEGAL DESCRIPTION**

BEING A TRACT OR PARCEL CONTAINING 0.440 ACRE OF LAND OUT OF THE AMASA TURNER SURVEY, ABSTRACT No. 461, HAYS COUNTY, TEXAS; BEING THAT SAME REAL PROPERTY CONVEYED TO DANIEL MALDONADO DESCRIBED BY WARRANTY DEED RECORDED IN VOLUME 1929, PAGE 295, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 0.440 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS ARE REFERENCED TO SAID DEED RECORDED IN VOLUME 1929, PAGE 295, O.P.R.H.C.T.):

**BEGINNING**

at a 1/2-inch iron rod found in the south right-of-way line of Old Kyle Road and marking the north west corner of that certain 0.92 acre tract described by deed recorded in Volume 783, Page 785, O.P.R.H.C.T.; said iron rod also marking the northeast corner of the herein described tract;

**THENCE**

Southerly, departing the south right-of-way line of said Old Kyle Road and along the east line of said 0.440 acre tract, the following two (2) courses:

- (1) South 11°51'03" East, a distance of 66.26 feet to a 30d nail in concrete found;
- (2) South 11°22'07" East, a distance of 134.88 feet to a fence corner post found marking the south east corner of the herein described tract;

**THENCE**

South 79°43'18" West, along the south line of said 0.440 acre tract, a distance of 94.32 feet to a 1/2-inch iron rod found in the northeast line of that certain 0.67 acre tract described by deed recorded in Volume 2260, Page 274, O.P.R.H.C.T.; said iron rod also marking the southwest corner of the herein described tract;

**THENCE**

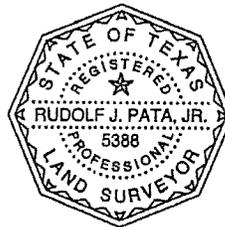
North 12°00'00" West, along the west line of said 0.440 acre tract, a distance of 200.73 feet to a 1/2-inch iron rod found in the aforesaid south right-of-way line of Old Kyle Road and marking the northeast corner of that certain 0.31 acre tract described by deed recorded in Volume 1919, Page 815, O.P.R.H.C.T.; said iron rod also marking the northwest corner of the herein described tract;

**THENCE**

North 79°27'15" East, along said south right-of-way line of Old Kyle Road, a distance of 95.97 feet to the POINT OF BEGINNING and containing 0.440 acre of land.

9/10/04  
DATE

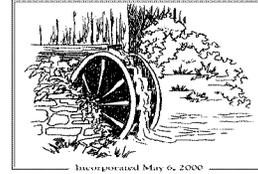
Rudolf J. Pata, Jr.  
RUDOLF J. PATA, JR. RPLS #5388



**EXHIBIT "A"**

<b>Driftwood Surveying</b> Professional Land Surveyors  P.O. Box 379 Wimberley, TX 78676 PH. (512) 847-7222 FAX (512) 847-7372 www.driftwoodsurveying.com	<b>METES AND BOUNDS</b>		
	<b>LEGAL DESCRIPTION</b> 0.440 ACRE OF LAND OUT OF THE AMASA TURNER SURVEY, ABSTRACT No. 461, VILLAGE OF WIMBERLEY, HAYS COUNTY, TEXAS		
	<b>ADDRESS</b> 110 OLD KYLE ROAD, WIMBERLEY, TEXAS		
	<b>PREPARED FOR:</b> DUPRE74	<b>TITLE CO. FILE No.</b> 20409012 <b>COMMITMENT No.</b> 20409012	<b>DATE</b> 09-10-04 <b>PROJECT No.</b> HC16504

# Report for Subdivision Request S-18-003



**Summary:**

The applicant has submitted a request for a variance from Ordinance 2009-053 related to minimum lot size

**Applicant Information:**

**Applicant:**

Matkin-Hoover Eng. & Surveying, Ken Kolacny  
8 Spencer Road, Ste. 300  
Boerne, TX 78006

**Property Owner:**

Sonora Bank

**Subject Property:**

**Legal Description:**

Lot 48 & Lot 49, South River, Unit One

**Location:**

Stillwater

**Existing Use of Property:**

Vacant

**Existing Zoning:**

Commercial-Low Impact (C-1)

**Proposed Use of Property:**

Commercial

**Proposed Zoning:**

N/A

**Planning Area:**

III

**Overlay District:**

Entrance Corridor

**Surroundings:**

**Frontage On:**

Stillwater, Southriver, RR 12

**Area Zoning and Land Use Pattern:**

	<b>Current Zoning</b>	<b>Existing Land Use</b>
<b>N of Property</b>	C1	Commercial
<b>S of Property</b>	C1, RA	Commercial. Residential
<b>E of Property</b>	SC	Commercial, Residential
<b>W of Property</b>	C1	Commercial

**Legal Notice**

**200' Letters:**

10/16/2018

**Published:**

10/18/2018

**Sign Placement:**

10/16/2018

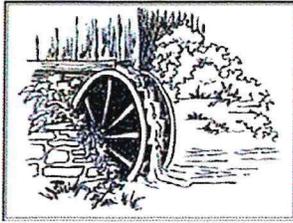
**Responses:**

none

**Comments:**

The applicant has submitted a request for an amending plat with associated variance, to be known as Amended Plat of Lot 48 & Lot 49, South River, Unit One, Establishing Lot 49A. This tract lies within the City of Wimberley jurisdiction, is zoned Commercial-Low Impact (C-1) and within the Entrance Corridor Overlay District. Water service will be provided by Wimberley Water Supply Corporation and wastewater by On-Site Sewage Facility (OSSF). The applicant is requesting a variance from Ordinance 2009-053 related to minimum lot size. Lots served by a public water system and OSSF within the Edwards Aquifer Contributing Zone are required to be a minimum of 2.5 acres. This lot, once platted, will actually provide an increase in lot size.

On November 8<sup>th</sup> the Planning & Zoning Commission voted 6-0-0 to recommend approval of the request.



**City of Wimberley**  
 221 Stillwater  
 Mailing Address: P.O. Box 2027  
 Wimberley, Texas 78676  
 (512) 847-0025 Fax: (512) 847-0422  
 Website: [www.cityofwimberley.com](http://www.cityofwimberley.com)

**Subdivision Application**

Permit No. S-18-003

Date: 1 October 2018

**OFFICIAL USE ONLY**

SUBMISSION DATE: 1 October 2018 CASE NO. S-18-003

SUBDIVISION: South River, U1, Lots 48 & 49 Hays County Tax I.D. No. R71951, R71952

LOCATION/DIRECTIONS: South River / RR 12 Fees Paid: \$510

APPLICATION TYPE: 3 PROJECT TYPE: 1  
1= Concept Plan; 2= Preliminary; 3= Public Review Final; 4= Record Final 1= Conventional; 2= WPDD; 3= Small Lot; 4= Townhouse; 5= Rural  
 5= Detailed Development Plans

PROCESS TYPE: 2 APPLICATION REC'D 10/1/18 By SIF  
1= Conventional; 2= Amend; 3= Short Form; 4= Dedication; 5= Conveyance; 6= Replat/Vacate (Does not constitute acceptance)

1. OWNER(S): SONORA BANK

MAILING ADDRESS: 1570 RIVER ROAD CITY/STATE/ZIP: WIMBERLEY / TX / 78028

PHONE [REDACTED] FAX ( ) [REDACTED] E-MAIL [REDACTED]

2. PRIMARY CONTACT (Agent) KEN KOLAGNY FIRM: MATKIN HOOVER ENGINEERING & SURVEYING

MAILING ADDRESS: 8 SPENGER RD SUITE 100 CITY: BOERNE STATE: TX ZIP: 78006

PHONE [REDACTED] FAX [REDACTED] E-MAIL [REDACTED]

3. ENGINEERING FIRM: MATKIN HOOVER ENGINEERING & SURVEYING CONTACT: KEN KOLAGNY

MAILING ADDRESS: 8 SPENGER RD SUITE 100 CITY: BOERNE STATE: TX ZIP: 78006

PHONE [REDACTED] FAX [REDACTED] E-MAIL [REDACTED]

4. SURVEYING FIRM: MATKIN HOOVER ENGINEERING & SURVEYING CONTACT: KYLE PRESSLER

MAILING ADDRESS: 8 SPENGER RD SUITE 300 CITY: BOERNE STATE: TX ZIP: 78006

PHONE [REDACTED] FAX [REDACTED] E-MAIL [REDACTED]

**5. PLAT ATTRIBUTES**

NAME: AMENDED PLAT OF LOT 48 & LOT 49 SOUTH RIVER, UNIT ONE LOCATION WIMBERLEY, TX

SUBDIVISION CLASSIFICATION: C JURISDICTION: C

C=Commercial; R=Residential (Based on Land Use & Density) C= City Limits; E=1 mile ETJ;

COMPREHENSIVE PLAN AREA: 3 CURRENT ZONING G1 (COMMERCIAL-LOW IMPACT)

CITY GRID MAP NUMBERS: C-3, D-3 TAX APPRAISAL NUMBERS: R71951 & R71952

WATERSHED(S): BLANCO RIVER IN RECHARGE ZONE (Y) (N)

ELECTRICITY: PEDERNALES ELECTRIC COOPERATIVE WATER SOURCE: WIMBERLEY WATER SUPPLY CORP.

WASTEWATER/SEWAGE DISPOSAL: ON-SITE SEPTIC SYSTEM

TELEPHONE SERVICE: N/A SCHOOL DISTRICT: WIMBERLEY I.S.D.

6. RELATED CASES CUP / DRIVE-THRU PROPOSED ZONING: CUP

APPLICATION NO. CUP -18-013 ZONING ORDINANCE NO. N/A

SITE PLAN CASE NO. N/A

*CUP = CONDITIONAL USE PERMIT*

7. PROPOSED LAND USE (By Summary)

Single Family	SF
Multi-Family	MF
Duplex	DUP
Public/Quasi-Public	P
Wimberley Planned Development District	WPDD
Right-of-Way	ROW
Commercial/Office	C-O
Commercial/Retail	C-R
Flood Plain	FP
Industrial	IND
Greenbelt/Trails	GRBLT

LAND USE (See Table)	NUMBER OF LOTS	NUMBER OF UNITS	ACREAGE
<u>COMMERCIAL/OFFICE</u>	<u>COMBINING 2 EXISTING</u>	<u>N/A</u>	<u>2.133</u>
	<u>LOTS INTO 1</u>		
<b>TOTALS .....</b>	<u>1</u>	<u>N/A</u>	<u>2.133</u>
	<b>LOTS</b>	<b>UNITS</b>	<b>ACRES</b>

**Note:** The signature below of an applicant or designated agent authorizes City of Wimberley Staff to visit and inspect the property for which this application is being submitted. Applicant further understand and agrees that no application shall be considered "filed" and no deadlines shall run against the City of Wimberley until the Planning & Zoning Commission staff has expressly determined that the application is administratively complete.

Date: 9/27/18

Applicant's Signature: 

Date: 9/27/18

Agent's Signature: 

**ENGINEER'S/SURVEYOR'S CERTIFICATION**

This is to certify that I am authorized to practice the profession of Engineering/Surveying in the State of Texas; that I prepared/reviewed the plan/plat submitted herewith; that all information shown thereon is accurate and correct to the best of my knowledge as related to the engineering/surveying portions thereof; and that said plan/plat complies with Title 25 of the Land Development Code, as amended, and all other applicable codes and ordinances.

  
 Engineer/Surveyor's Signature

## FEE SCHEDULE

<b>*Residential:</b>	<b>Fee</b>	<b>Additional</b>	<b>Comments</b>
Concept Plan	None		Optional
Preliminary Plat	\$350	+\$25 per lot	
Public Review Final Plat	\$500	+\$10 per lot	
Record Final Plat	\$200	+\$10 per lot	
Amend Plat	\$150		Including Plat Vacation
Short Form Plat	\$250		
<b>*Non-Residential:</b>			
Concept Plan	None		Optional
Preliminary Plat	\$400	+\$40 per acre	
Public Review Final Plat	\$500	+\$20 per acre	
Record Final Plat	\$200	+\$10 per acre	3 sets required
Amend Plat	\$200		Including Plat Vacation
Short Form Plat	\$400		
<b>*Property Owner Notification included in base fee.</b>			
** Mylar recording at county	\$56	\$50/page	Tax Receipt \$10/lot
City ordinance 2007-003 allows additional costs to be passed on to owner/applicant			

**\*\* WILL BE PAID LATER ON, AFTER PLAT PROCESS IS TOWARDS COMPLETION**

### ADMINISTRATIVE COMPLETENESS

No development right (if any) shall vest nor deadline run against the City until a preliminary plan is expressly determined by the Planning Staff to be administratively complete. An application for a preliminary plan shall not be considered "filed" until the application is determined by the Planning Staff to be administratively complete.

**Owner Acknowledgement:**

Date: 9/27/18

  
 Signature \_\_\_\_\_

AMENDED PLAT of Lot 48 & 49 SOUTH RIVER, UNIT ONE - WIMBERLEY TX.

UTILITY SERVICE ACKNOWLEDGMENTS

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

CODES EXPLANATION

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

Electric Service Provider PEDERNALES ELECTRIC COOPERATIVE, INC.

Service Code(s) A

Comments/Conditions \_\_\_\_\_

Electric Company Official Signature [Signature]

Date 9/26/18 Title ELECTRIC DISTRIBUTION DESIGNER

Telephone Service Provider \_\_\_\_\_

Service Code(s) \_\_\_\_\_

Comments/Conditions \_\_\_\_\_

Telephone Company Official Signature \_\_\_\_\_

Date \_\_\_\_\_ Title \_\_\_\_\_

Gas Service Provider \_\_\_\_\_

Service Code(s) \_\_\_\_\_

Comments/Conditions \_\_\_\_\_

Gas Company Official Signature \_\_\_\_\_

Date \_\_\_\_\_ Title \_\_\_\_\_

W.I.S.D. \_\_\_\_\_

Acknowledgement of Plat \_\_\_\_\_

Comments/Conditions/Special School Concerns \_\_\_\_\_

W.I.S.D. Official Signature \_\_\_\_\_

Date \_\_\_\_\_ Title \_\_\_\_\_

Water Service Provider \_\_\_\_\_

Service Code(s) \_\_\_\_\_

Comments/Conditions \_\_\_\_\_

Water Company Official Signature \_\_\_\_\_

Date \_\_\_\_\_ Title \_\_\_\_\_

Sewer Service Provider \_\_\_\_\_

Service Code(s) \_\_\_\_\_

Comments/Conditions \_\_\_\_\_

Sewer Company Official Signature \_\_\_\_\_

Date \_\_\_\_\_ Title \_\_\_\_\_

## UTILITY SERVICE ACKNOWLEDGMENTS

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

**CODES      EXPLANATION**

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

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

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

Gas Service Provider \_\_\_\_\_  
Service Code(s) \_\_\_\_\_  
Comments/Conditions \_\_\_\_\_  
Gas Company Official Signature \_\_\_\_\_  
Date \_\_\_\_\_ Title \_\_\_\_\_

W.I.S.D. \_\_\_\_\_  
Acknowledgement of Plat \_\_\_\_\_  
Comments/Conditions/Special School Concerns \_\_\_\_\_  
W.I.S.D. Official Signature \_\_\_\_\_  
Date \_\_\_\_\_ Title \_\_\_\_\_

Water Service Provider WIMBERLEY WATER SUPPLY CORP.  
Service Code(s) A  
Comments/Conditions \_\_\_\_\_  
Water Company Official Signature [Signature]  
Date 9/26/18 Title GENERAL MANAGER

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

City of Wimberley  
Attn: Sandy I. Floyd  
Planning & Development Coordinator/GIS Analyst  
221 Stillwater  
Wimberley, Texas 78676

Dear Ms. Floyd

I do hereby request a variance from Ordinance No. 2009-053 to allow Lot 49A, a proposed 2.133-acre tract within South River, Unit One and within the Edwards Aquifer Contributing Zone to utilize an On-Site Sewage System and be served by a public water system (Wimberley Water Supply Corp).

Sincerely,  
Matkin-Hoover Engineering & Surveying  
TBPE Firm Registration No. F-4512



Ken Kolacny, P.E.  
Vice President

PLAT NOTES:

- NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
- THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
- SUBJECT PROPERTY IS NOT LOCATED WITHIN ZONE X (AREAS OF 0.2% ANNUAL CHANCE FLOOD) AS GRAPHICALLY IDENTIFIED ON FEMA F.I.R.M. MAP NO. 48290C0355F, EFFECTIVE 09/02/2005.
- THIS SUBDIVISION CONTAINS 1 COMMERCIAL LOT FOR A TOTAL OF 2.133 ACRES.
- THIS SUBDIVISION LIES WITHIN THE FOLLOWING JURISDICTIONS:  
ESD #4 & #7  
WIMBERLEY INDEPENDENT SCHOOL DISTRICT
- WATER SUPPLY FOR THIS SUBDIVISION IS PROVIDED BY WIMBERLEY WATER SUPPLY CORPORATION.
- WASTEWATER SERVICES PROVIDED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES.
- ELECTRICITY FOR THIS SUBDIVISION IS PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE, INC.
- TELEPHONE SERVICE FOR THIS SUBDIVISION IS PROVIDED BY GTE, OR ITS SUCCESSORS.
- THERE IS HEREBY DEDICATED A 30 FOOT SIDE UTILITY EASEMENT ALONG THE FRONT OF ALL LOTS AND A 10 FOOT WIDE UTILITY EASEMENT ALONG THE SIDE OF ALL LOTS. IF THE SAME PERSON OWNS TWO OR MORE ADJACENT LOTS, THEN THE AFORESAID ONE 10 FOOT UTILITY EASEMENT ALONG THE SIDE OF ALL LOTS WILL ONLY AFFECT THE OUTER BOUNDARIES OF SAID LOTS.
- THERE IS HEREBY DEDICATED A 2' NON-ACCESS EASEMENT ALONG ALL THE LOTS FRONTING RANCH ROAD NO. 12. IF THE SAME PERSON PURCHASES CONTIGUOUS LOTS IN EXCESS OF 4 ACRES FRONTING RANCH ROAD NO. 12, THE ABOVE REFERENCED 2' NON-ACCESS EASEMENT WILL NOT APPLY.
- THERE IS HEREBY DEDICATED A 20 FOOT WIDE DRAINAGE EASEMENT ALONG AND ADJACENT TO ALL PRIVATE ROADS SHOWN HEREON.
- THE FRONT OF THE LOT IS THAT WHICH ADDRESS PER THE DIRECTOR OF PLANNING FOR THE CITY OF WIMBERLEY. THE LOT SHOWN HEREON IS TO BE ADDRESSED ON STILLWATER.
- THIS SUBDIVISION LIES WITHIN THE CITY LIMITS OF THE CITY OF WIMBERLEY AND IS SUBJECT TO ITS ORDANCES.
- THIS SUBDIVISION HAS AN AVERAGE SLOPE OF LESS THAN 15%.
- PROVISIONS OF THE CITY OF WIMBERLEY COMPREHENSIVE PLAN SHALL ALSO GOVERN THIS SUBDIVISION.
- BUILDING SETBACK LINES ARE PER CITY OF WIMBERLEY ZONING ORDANCE.
- NO OBJECT, INCLUDING BUILDING, FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH THE CONVEYANCE OF STORM WATER, SHALL BE PLACED OR ERRECTED WITHIN A DRAINAGE EASEMENT. THE OWNER(S) OF ANY LOT(S) UPON WHICH DRAINAGE FACILITIES ARE LOCATED, INCLUDING DETENTION, SHALL BE RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF SUCH FACILITIES.
- BASIS OF BEARING: WAS ESTABLISHED USING THE TRANBLER WBS NETWORK, NAD 83, TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, 4204, US SURVEY FOOT, GRID. DISTANCES SHOWN HEREON ARE GRID DISTANCES.
- NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL CITY OF WIMBERLEY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY THE CITY OF WIMBERLEY.

STATE OF TEXAS  
COUNTY OF BURNET

KNOW ALL MEN BY THESE PRESENTS

I, KYLE L. PRESSLER, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF WIMBERLEY, TEXAS.

KYLE L. PRESSLER, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6528  
STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

I, KEN KOLACNY, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY RECOGNIZED ENGINEERING PRACTICES AND STANDARDS WERE USED IN THE PREPARATION OF THE AMENDED PLAT AND WERE ACCOMPLISHED UNDER MY DIRECT SUPERVISION TO CONFORM TO ALL REQUIREMENTS OF THE CITY OF WIMBERLEY, TEXAS RULES AND REGULATIONS. I DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT IN THE EDWARDS AQUIFER RECHARGE ZONE. IT IS HOWEVER IN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER AND IS NOT LOCATED WITHIN ZONE X (AREAS OF 0.2% ANNUAL CHANCE FLOOD).

TO CERTIFY WHICH, WITNESS BY MY HAND AND SEAL AT CITY OF WIMBERLEY, HAYS COUNTY, TEXAS, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

KEN KOLACNY, REGISTERED PROFESSIONAL ENGINEER NO. 86300  
STATE OF TEXAS

APPROVED AND AUTHORIZED TO BE RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2018 BY THE CITY COUNCIL OF WIMBERLEY, TEXAS.

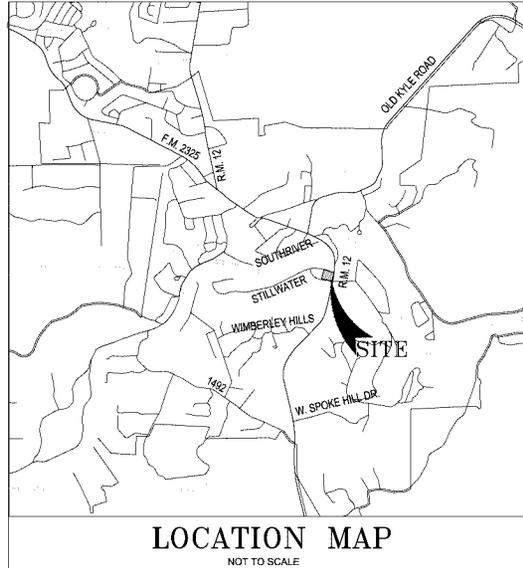
SUSAN JAGGERS, MAYOR \_\_\_\_\_ DATE \_\_\_\_\_

RECOMMENDED FOR APPROVAL ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2018 BY THE CITY PLANNING & ZONING COMMISSION OF THE CITY OF WIMBERLEY, TEXAS.

CHAIR \_\_\_\_\_ DATE \_\_\_\_\_

# AMENDED PLAT OF LOT 48 & LOT 49 SOUTH RIVER, UNIT ONE ESTABLISHING LOT 49A CITY OF WIMBERLEY HAYS COUNTY, TEXAS

A 2.133 ACRE TRACT OF LAND, BEING ALL OF LOTS 48 AND 49 OF THE SOUTH RIVER, UNIT ONE SUBDIVISION, A PLAT OF RECORD IN VOLUME 7 PAGES 179-180 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.



STATE OF TEXAS )  
COUNTY OF HAYS )

KNOW ALL MEN BY THESE PRESENTS

THAT I, MIKE SCHULTZ, CHIEF OPERATING OFFICER, SONORA BANK, OWNER OF A CALLED 0.995 ACRE TRACT OF LAND KNOWN AS LOT 48, AND A CALLED 1.138 ACRE TRACT OF LAND KNOWN AS LOT 49, OF SOUTH RIVER, UNIT ONE A SUBDIVISION RECORDED IN VOLUME 7, PAGE 179, PLAT RECORDS OF HAYS COUNTY, TEXAS, AS CONVEYED TO ME BY DEED IN A DOCUMENT RECORDED IN INSTRUMENT NO. 18021802 AND INSTRUMENT NO. 18021836 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY AMEND SAID LOTS TO BE KNOWN AS "AMENDED PLAT OF LOT 48 & LOT 49, SOUTH RIVER, UNIT ONE, ESTABLISHING LOT 49A", IN ACCORDANCE WITH THE PLAT HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE EASEMENTS SHOWN HEREON.

TO CERTIFY WHICH, WITNESS BY MY HAND, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

SONORA BANK  
MIKE SCHULTZ, CHIEF OPERATING OFFICER  
1570 RIVER ROAD  
BOERNE, TEXAS 78006

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MIKE SCHULTZ, KNOWN TO ME TO THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

STATE OF TEXAS )  
COUNTY OF HAYS )

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF THE CITY OF WIMBERLEY, TEXAS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE CITY OF WIMBERLEY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATIONS OF THE REPRESENTATION, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

SHAWN COX - CITY ADMINISTRATOR \_\_\_\_\_ DATE \_\_\_\_\_  
CITY OF WIMBERLEY

I, SANDY IRVIN FLOYD, PLANNING & DEVELOPMENT COORDINATOR/GIS ANALYST OF THE CITY OF WIMBERLEY, TEXAS, DO HEREBY CERTIFY THAT THIS AMENDING PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS TO WHICH APPROVAL IS REQUIRED.

SANDY IRVIN FLOYD \_\_\_\_\_ DATE \_\_\_\_\_  
CITY OF WIMBERLEY

I, SHAWN COX, CITY ADMINISTRATOR OF THE CITY OF WIMBERLEY, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS TO WHICH APPROVAL IS REQUIRED.

SHAWN COX, CITY ADMINISTRATOR \_\_\_\_\_ DATE \_\_\_\_\_  
CITY OF WIMBERLEY

STATE OF TEXAS  
COUNTY OF HAYS

I, LIZ Q. GONZALEZ, CLERK OF HAYS COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH IT'S CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2018 AT \_\_\_\_ O'CLOCK \_\_\_\_ M AND DULY RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2018 AT \_\_\_\_ O'CLOCK \_\_\_\_ M IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN PLAT DOCUMENT NO. \_\_\_\_\_

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL OF THE OFFICE OF COUNTY CLERK, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

LIZ Q. GONZALEZ, COUNTY CLERK  
HAYS COUNTY, TEXAS

WIMBERLEY WATER SUPPLY, CCN #10314, AN APPROVED WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THIS SUBDIVISION IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM

GARRET ALLEN, GENERAL MANAGER  
WIMBERLEY WATER SUPPLY REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

OWNER/DEVELOPER:

ENTITY NAME: SONORA BANK  
AGENT MIKE SCHULTZ  
1570 RIVER ROAD  
BOERNE, TX 78028  
(830) 816-1404  
MIKE-SCHULTZ@SONORABANK.COM

82

SURVEYOR:

MATKIN HOOVER ENGINEERING & SURVEYING  
C/O KYLE L. PRESSLER, R.P.L.S.  
8 SPENCER ROAD, SUITE 300  
BOERNE, TEXAS 78006  
(830) 249-0800  
KYLE.PRESSLER@MATKINHOOVER.COM

AGENT/ENGINEER:

MATKIN HOOVER ENGINEERING & SURVEYING  
C/O KEN KOLACNY, P.E.  
8 SPENCER ROAD, SUITE 100  
BOERNE, TEXAS 78006  
(830) 249-0800  
KKOLACNY@MATKINHOOVER.COM

**MATKIN HOOVER**

HEADQUARTERS  
8 SPENCER ROAD SUITES 100 & 200  
BOERNE, TEXAS 78006  
OFFICE (830) 249-0800 FAX (830) 249-0398  
5300 WHEEL ROAD SUITE 1  
GEORGETOWN, TEXAS 78628  
OFFICE (512) 268-2244

ENGINEERING  
& SURVEYING

TEXAS REGISTERED ENGINEERING FIRM P-004313  
BOERNE, TEXAS REGISTERED SURVEYING FIRM P-100234000  
GEORGETOWN, TEXAS REGISTERED SURVEYING FIRM P-10194347  
GHA ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

DATE: OCTOBER 2018  
MHE JOB NO. - 3021.01  
MHS JOB NO. - 18-1107

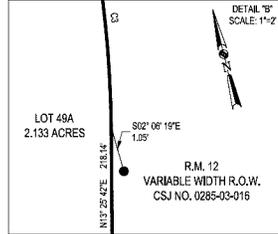
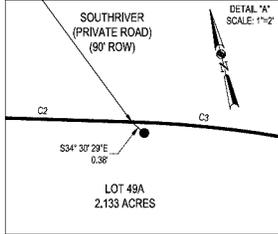
CITY PROJECT NO.:

- 201 -

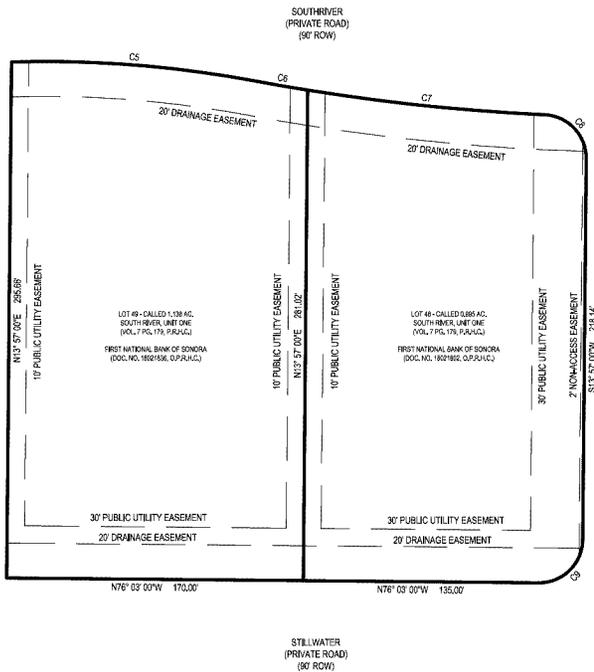
SHEET 1 OF 2

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH	
C1	698.20	143.22	121°12'0"	872° 37' 12"E	138.98
C2	1227.67	167.47	7°48'48"	870° 25' 57"E	187.29
C3	25.07	38.37	87°48'04"	830° 52' 18"E	54.66
C4	25.07	38.28	90°05'54"	858° 25' 42"W	55.36
C5	698.20	143.24	121°12'2"	872° 05' 53"E	138.98
C6	1227.67	167.78	1°28'56"	868° 43' 12"E	187.76
C7	1227.67	136.66	6°22'41"	871° 37' 30"E	136.59
C8	25.07	38.37	87°48'04"	820° 56' 00"E	54.66
C8	25.07	38.29	90°05'54"	858° 57' 00"W	55.36

- LEGEND**
- FOUND 1/2" IRON ROD
  - ⊙ FOUND PK NAIL
  - ⊙ P.R.H.C.
  - ⊙ O.P.R.H.C.
  - ⊙ HORIZONTAL/VERTICAL CONTROL POINT

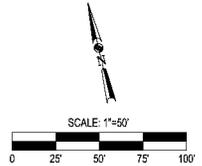


**PREVIOUS CONFIGURATION**

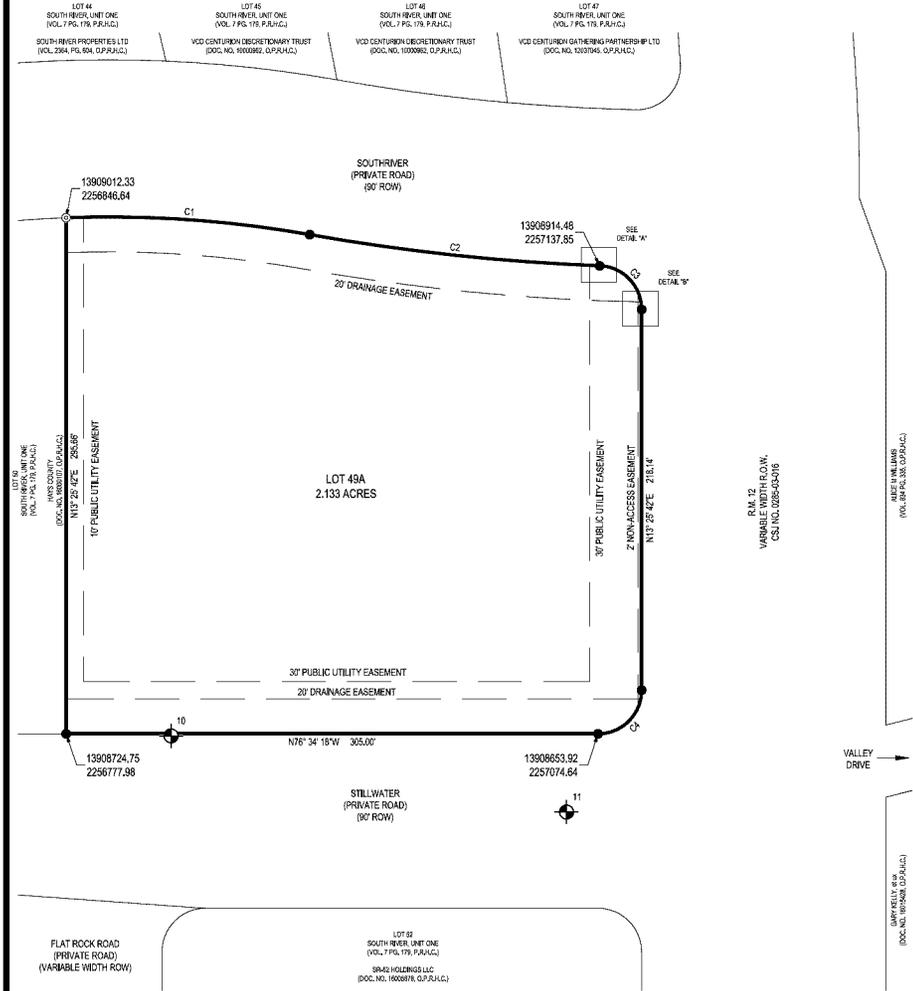


HORIZONTAL AND VERTICAL SITE CONTROL				
NUMBER	NORTHING	EASTING	ELEVATION	DESCRIPTION
10	13908709.62	2256838.25	882.53'	SET PK NAIL
11	13908614.54	2257048.82	882.82'	SET 1/2" IRON ROD

**AMENDED PLAT OF LOT 48 & LOT 49 SOUTH RIVER, UNIT ONE ESTABLISHING LOT 49A CITY OF WIMBERLEY HAYS COUNTY, TEXAS**

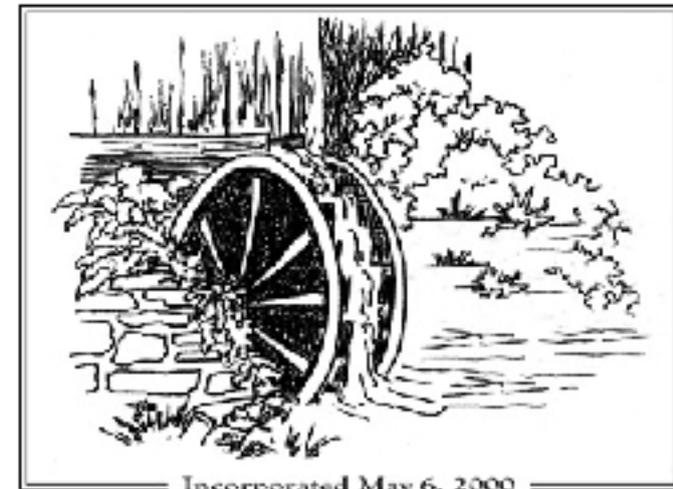


**AMENDED**



<p><b>OWNER/DEVELOPER:</b></p> <p>ENTITY NAME: SONORA BANK  AGENT: MIKE SCHULTZ  1570 RIVER ROAD  BOERNE, TX 78028  (830) 816-1404  MIKE.SCHULTZ@SONORABANK.COM</p>	<p><b>SURVEYOR:</b></p> <p>MATKIN HOOVER ENGINEERING &amp; SURVEYING  C/O KYLE L. PRESSLER, R.P.L.S.  8 SPENCER ROAD, SUITE 300  BOERNE, TEXAS 78006  (830) 249-0600  KYLE.PRESSLER@MATKINHOOVER.COM</p>	<p><b>AGENT/ENGINEER:</b></p> <p>MATKIN HOOVER ENGINEERING &amp; SURVEYING  C/O KEN KOLACNY, P.E.  8 SPENCER ROAD, SUITE 100  BOERNE, TEXAS 78006  (830) 249-0600  KOLACNY@MATKINHOOVER.COM</p>	<p><b>MATKIN HOOVER</b>  ENGINEERING &amp; SURVEYING</p> <p>HEADQUARTERS  8 SPENCER ROAD SUITES 100 &amp; 300  BOERNE, TEXAS 78006  OFFICE: (830) 249-0600 FAX: (830) 249-0000  3301 WELLS ROAD SUITE 3  GEORGETOWN, TEXAS 78626  OFFICE: (512) 888-2044</p> <p>TEXAS REGISTERED ENGINEERING FIRM F 004512  BOERNE, TEXAS REGISTERED SURVEYING FIRM F-100234000  GEORGETOWN, TEXAS REGISTERED SURVEYING FIRM F-10194347  CIVIL ENGINEERS SURVEYORS LAND-PLANNERS CONSTRUCTION MANAGERS CONSULTANTS</p>	<p>DATE: OCTOBER 2018  MHE JOB NO. - 3021.00  MHS JOB NO. - 18-1107</p> <p>CITY PROJECT NO.:  - 201 -  <b>SHEET 2 OF 2</b></p>
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# S-18-003 ~ Lot 48 & Lot 49, South River, Unit 1



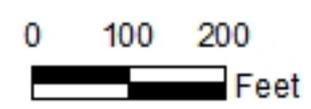
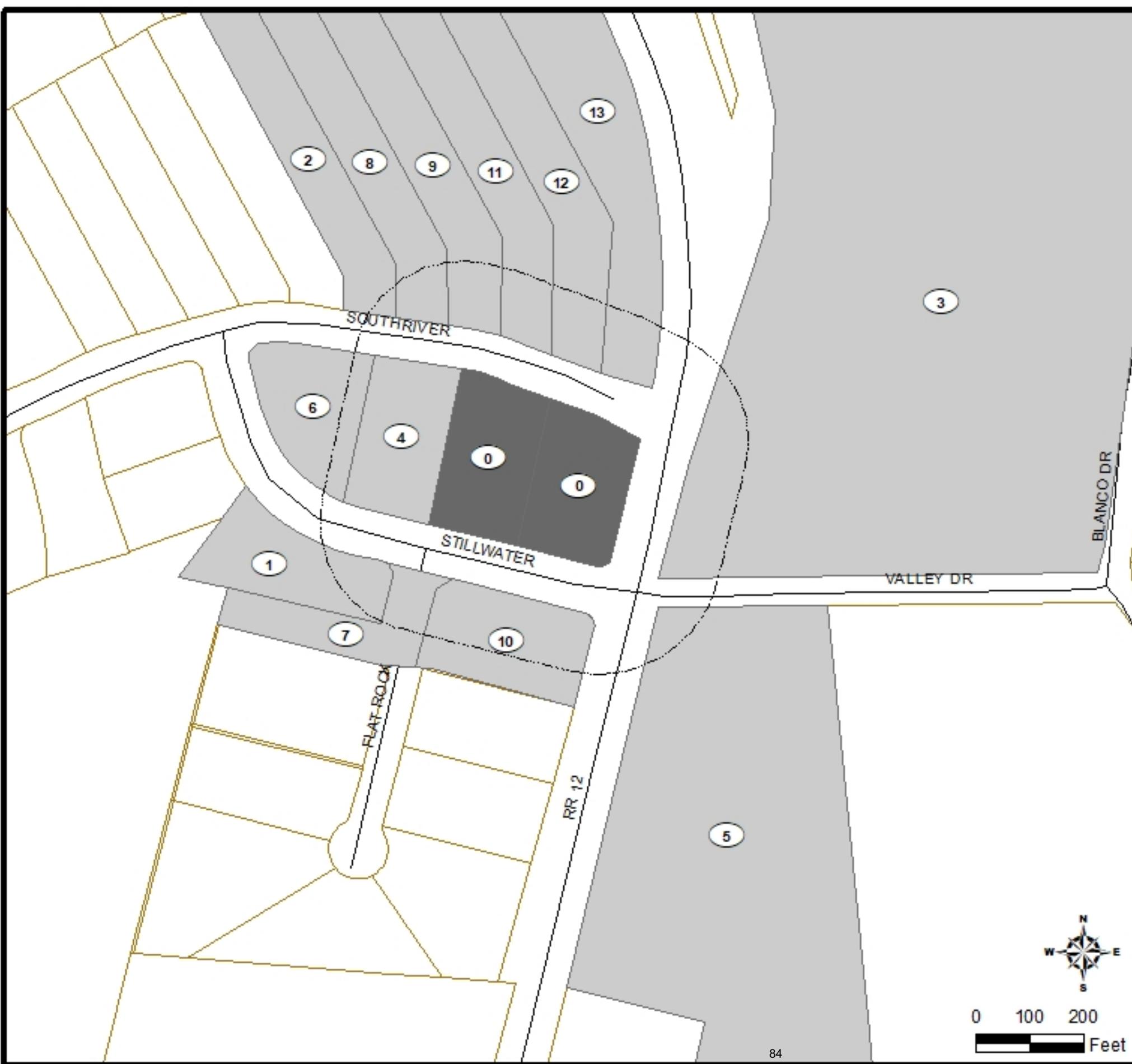
## 200' NOTIFICATION

### Legend

— 200 Foot Buffer

#### ID. OWNER

- 0. SONORA BANK
- 1. BELTEX INVESTMENTS LP
- 2. BLANCO RIVER FAMILY LLC
- 3. ESTATE OF ALICE WILLIAMS
- 4. HAYS COUNTY
- 5. KELLY, GARY & PATRICIA
- 6. LONG FIELD LLC
- 7. NO INFO
- 8. SOUTH RIVER PROPERTIES LTD
- 9. SOUTH RIVER PROPERTIES LTD
- 10. SR-52 HOLDINGS LLC
- 11. VC D CENTURION DISCRETIONARY TRUST
- 12. VC D CENTURION DISCRETIONARY TRUST
- 13. VC D CENTURION DISCRETIONARY TRUST



BELTEX INVESTMENTS LP  
6363 WOODWAY, STE 875  
HOUSTON, TX 77057

KELLY, GARY & PATRICIA  
206 BLANCO DR  
WIMBERLEY, TX 78676

ESTATE OF ALICE WILLIAMS  
2601 RIVER RD  
WIMBERLEY, TX 78676

BLANCO RIVER FAMILY LLC  
160 SOUTHRIVER  
WIMBERLEY, TX 78676

SOUTH RIVER PROPERTIES LTD  
340 COUNTY RD 158  
KYLE, TX 78640

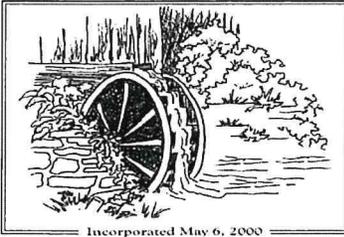
V C D CENTURION DISCRETIONARY  
TRUST  
PO BOX 607  
WIMBERLEY, TX 78676

SONORA BANK  
1570 RIVER RD  
BOERNE, TX 78006

HAYS COUNTY  
111 E SAN ANTONIO ST #300  
SAN MARCOS, TX 78666

LONG FIELD LLC  
1331 FLITE ACRES RD  
WIMBERLEY, TX 78676

SR-52 HOLDINGS LLC  
PO BOX 1496  
WIMBERLEY, TX 78676



# City of Wimberley

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

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October 16, 2018

## NOTICE OF PUBLIC HEARING

Re: **File No. S-18-003**

South River, Unit One, Lot 48 & Lot 49

Application for an amending plat and associated variance relating to minimum lot size

Dear Property Owner:

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

The applicant, Sonora Bank, has requested variance from the City Subdivision Code that requires minimum lot size for lots utilizing on-site sewage facilities in the Edwards Aquifer Contributing Zone for a certain property located in South River, Unit One, Lot 48 & Lot 49, Wimberley, Texas. The City Planning & Zoning Commission will consider this request with an application for an amending plat, in which the applicant is combining two (2) parcels into one (1), at a public hearing on **Thursday, November 8, 2018, at 6:00 p.m.** in the Wimberley City Hall, 221 Stillwater. Upon a recommendation from the Commission, City Council will hold a public hearing to consider the same request on **Thursday, November 15, 2018, at 5:30 p.m.**

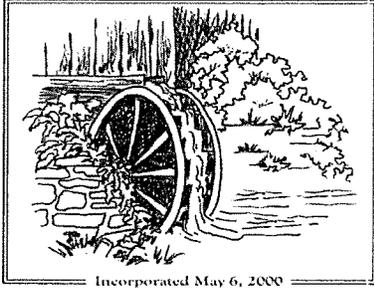
Because the granting of these requests may affect your property, you are encouraged to participate in the subdivision process. The public will be given an opportunity to speak during the hearing. If you wish to comment but are unable to attend, written comments may be submitted prior to the meeting.

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

Thank you,

A handwritten signature in blue ink that reads "Sandra I. Floyd". The signature is written in a cursive, flowing style.

Sandy I. Floyd  
Planning & Development Coordinator  
GIS Analyst  
[sfloyd@cityofwimberley.com](mailto:sfloyd@cityofwimberley.com)



# City of Wimberley

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

## NOTICE BY SIGN POSTING

DATE: October 16, 2018

SUBDIVISION NO: S-18-003

OWNER: Sonora Bank

TO: CODE ENFORCEMENT/PUBLIC WORKS

Please place a Proposed Subdivision Sign on the following property:

Project Site Address: N/A

Legal description: Lot 48 & Lot 49, South River, Unit One

Frontage on: Stillwater, Southriver, RR 12

John Provost  
Public Works/Code Enforcement

City of Wimberley

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

Oct. 16 2018

  
\_\_\_\_\_  
Signature

**Public Notice**

**NOTICE OF APPLICATION TO SUBDIVIDE**

An application has been filed with HAYS COUNTY to subdivide 10.7344 acres of property located at 1374 Trebled Waters, Driftwood, Texas 78619. Information regarding the application may be obtained from Hays County Development Services (512) 393-2150. Tracking Number SUB-1127.

**Public Notice**

**NOTICE OF PUBLIC HEARING (Request for Subdivision)**

Notice is hereby given that the Planning & Zoning Commission of the City of Wimberley will hold a public hearing at the Wimberley City Hall on Thursday, November 8, 2018, at 6:00 p.m. to consider the following: S-18-003 – an application for an amending plat and associated variance from Ordinance 2009-053 of the City Subdivision Code requiring lots utilizing a public water system and on-site sewage facility in the Edwards Aquifer Contributing Zone to be a minimum of 2.5 acres, for Lot 48 & Lot 49, South River, Unit One, in the City of Wimberley. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a public hearing on Thursday, November 15, 2018, at 5:30 p.m. at City Hall. Comments on this request from any member of the public may be presented in person at City Hall, by mail (PO Box 2027), or by email ([sfloyd@cityofwimberley.com](mailto:sfloyd@cityofwimberley.com)) prior to the hearing. The public will be granted an opportunity to speak at the hearings. Additional information concerning the proposed action is available for review at the Wimberley City Hall, 221 Stillwater, Wimberley, Texas.

**NOTICE OF HTGCD OPERATING PERMIT APPLICATION: Henly Hills Farm**

The Hays Trinity Groundwater Conservation District (HTGCD) received an operating permit application from Henly Hills Farm, 315 Mystic Creek Drive, Dripping Springs. The applicant requested an an-

**Public Notice**

**Public Notice**

**Public Notice**

**Public Notice**

**NOTICE OF GENERAL ELECTION (AVISO DE ELECCION GENERAL)**

To the registered voters of the County of Hays Trinity Groundwater Conservation District, Texas: (A los votantes registrados del Condado de Hays Trinity Groundwater Conservation District Texas)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., November 6, 2018, for voting in a general election to elect New Board Members to the HTGCD (Notifíquese por la presente, que las casillas electorales citadas abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el 6 de noviembre de 2018 para votar en la Elección General para elegir New Board Members to the HTGCD.)

On Election Day, voters must vote in their precinct where registered to vote. (El Día de Elección, los votantes deberán votar en su precinto donde están inscritos para votar.)

Election Day Polling Places (Ubicación de las casillas electorales el Día de Elección)	Location	Precinct Number(s) (Número de precinto)
Henly Fire Station	7520 Creek Rd, Dripping Springs	District 1 (440)
Dripping Springs Church of Christ	470 Old Hwy 290 West, Dripping Springs	District 1 (441)
Sunset Canyon Baptist Church	4000 E. Hwy 290, Dripping Springs	District 1 (444)
DSISD Administration Office	510 W Mercer St, Dripping Springs	District 1 (449)

Early voting, a voter may vote at any temporary branch early voting polling location beginning October 22 through Friday November 2, 2018 (La votación anticipada, un votante puede votar en cualquier rama temporal la votación anticipada de votación a partir del 22 de octubre a través de viernes, 02 de noviembre de 2018)

Government Center Conference Room 712 S Stagecoach Trl San Marcus, TX	Monday – Oct. 22 – Friday Oct. 26 (8 am – 5 pm) Saturday – Oct. 27 (7 am – 7 pm) Sunday – Oct. 28 (1 pm – 6 pm) Monday – Oct. 29 – Friday Nov. 2 (7 am – 7 pm)
Hays County Precinct 2 Office 5458 FM 2770 @ Crystal Meadow Dr Kyle, TX	Monday – Oct. 22 – Friday Oct. 26 (8 am – 5 pm) Saturday – Oct. 27 – Friday Nov. 2 (7 am – 7 pm)
Wimberley Community Center 14068 Ranch Rd. 12 Wimberley, TX	Monday – Oct. 22 – Friday Oct. 26 (8 am – 5 pm) Saturday – Oct. 27 – Friday Nov. 2 (7 am – 7 pm)
Hays County Precinct 4 Office 195 Roger Hanks Pkwy Dripping Springs, TX	Monday – Oct. 22 – Friday Oct. 26 (8 am – 5 pm) Saturday – Oct. 27 – Friday Nov. 2 (7 am – 7 pm)
Buda City Hall 405 E. Loop Street, Bldg 100 Buda, TX	Monday – Oct. 22 – Friday Oct. 26 (8 am – 5 pm) Saturday – Oct. 27 – Friday Nov. 2 (7 am – 7 pm)
Kyle City Hall 100 W. Center Street Kyle, TX	Monday – Oct. 22 – Friday Oct. 26 (8 am – 5 pm) Saturday – Oct. 27 – Friday Nov. 2 (7 am – 7 pm)

Applications for ballot by mail shall be mailed to: (Las solicitudes para boletas que se votación adelantada por correo deberán enviarse a:)



**AGENDA ITEM:** Purchase of Replacement Projection Screen  
**SUBMITTED BY:** Terri Provost  
**DATE SUBMITTED:** 11/6/2018  
**MEETING DATE:** 11/15/2018

## AGENDA FORM

**ITEM DESCRIPTION/SUMMARY**

Targa Replacement Viewing Surface (Projection Screen) + Labor for Installation of same from Media Cottage – Wimberley, Texas

**REQUESTED ACTION**

- Motion
- Discussion
- Ordinance
- Resolution
- Other

**FINANCIAL**

Budgeted Item	<input checked="" type="checkbox"/>	Original Estimate/Budget:	\$ 1200.00
Non-budgeted Item	<input type="checkbox"/>	Current Estimate:	\$ 1170.35
Not Applicable	<input type="checkbox"/>	Amount Under/Over Budget:	\$ -29.65

**STAFF RECOMMENDATION**

# 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: 11-1-18  
 Dept: WCC  
 Account Code #: 6794

*Capital Outlay  
Proposed*

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

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

Reason/Item	Reason for Purchase	Model	Quantity	Unit Price	Extended Price
<i>Targa Replacement Viewing Surface</i>					
<i>Projection Screen</i>					
<i>+ LABOR to Install</i>					

Vendor Info		Total Quote Amount	
<i>Media Cottage</i>	Job Location	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<i>151 LAS FLORES Ste. 2</i>	Payment Terms	<i>Net-30</i>	
Phone: <i>847-8956</i> Fax:	Sales Tax	<i>Tax Exempt</i>	
Contact:	Approved by		
E-mail:	E-mail		

Quote #	Quote Amount	Vendor	Contact Name	Contact #	Quote Attached	HUD I/N
#1	<i>1376.69</i>	<i>Amazon (Does not include Install)</i>			<i>Yes</i>	
#2	<i>1139.09</i>	<i>Amazon (via Draper) does not inc. Install</i>			<i>Yes</i>	
#3	<i>1170.35</i>	<i>Media Cottage (Includes Install)</i>			<i>Yes</i>	
#4						
#5						

**FOR DEPARTMENTAL USE ONLY:**

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

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

# Quotation



The Media Cottage  
 151 Las Flores Suite #2  
 Wimberley, TX 78676  
 512-847-8956

Name / Address
Wimberley Community Center John F Provost PO Box 678 Wimberley, TX 78676

Date	6/13/2018	Estimate #	7	Project	
Description	Qty	Rate	Total		
TARGA Replacement Viewing Surface	1	660.35	660.35		
2 Men 3 hours for installation (\$85 Each)	3	170.00	510.00		
				<b>Subtotal</b>	\$1,170.35
				<b>Sales Tax (8.25%)</b>	\$0.00
				<b>Total</b>	\$1,170.35



Try Prime

Electronics

Targa Replacement Viewing S

Early Black Friday deals

Deliver to Wimberley 78676

Your Amazon.com Early Black Friday Deals

EN

Hello. Sign in Account & Lists

Orders

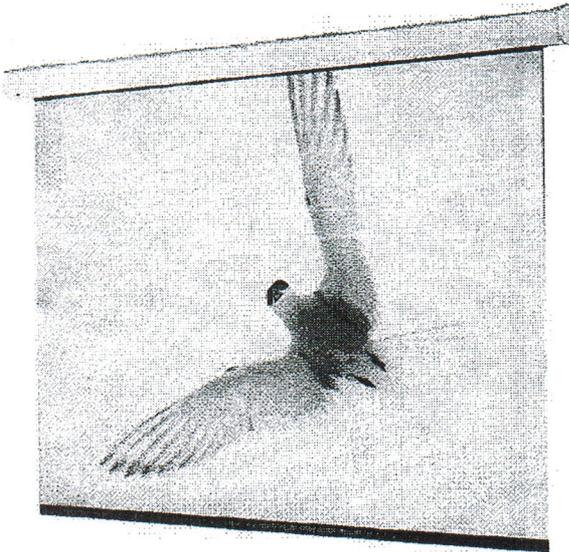
Try Prime

0

Cart

All Electronics Deals Best Sellers TV & Video Audio & Home Theater Computers Camera & Photo Wearable Technology Car Electronics & GPS

Back to search results for "Targa Replacement Viewing Surface"



Click image to open expanded view

### Draper 116240 119-Inch Targa HDTV Motorized Screen (Matte White) (Discontinued by Manufacturer)

by Draper Inc

Be the first to review this item

Price: \$1,139.09 & FREE Shipping

Item is eligible: No interest if paid in full within 12 months with the Amazon.com Store Card.

Service: Get professional installation Details

Without expert installation

Include installation +\$263.69 per unit

See more

- Fiberglass matt white viewing surface
- Ideal for overhead projectors and high light output projection devices
- Gain of 1.0 and a viewing cone of 180°
- Pentagonal steel case and endcaps in dove gray trim
- Operates instantly at the touch of a button and stops automatically in the "up" and "down" positions

New (1) from \$1,139.09 & FREE shipping.

A & BB INC. Giant Infl...

> Shop now

EasyGo Products 14' Inf... 169

\$149.99

Ad feedback

Share

\$1,139.09

& FREE Shipping

Get it as soon as Dec. 7 - 24 if you choose Economy Shipping at checkout.

Ships from and sold by Neobits\_

Qty: 1

\$1,139.09 + Free Shipping

Add a Protection Plan:

- 4-Year Protection for \$119.25
- 3-Year Protection for \$81.87

Add to Cart

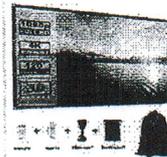
1-Click ordering is not available for this item.

Deliver to Wimberley 78676

Add to List

Have one to sell?

Sell on Amazon



## Yome

### Yome 120 in projector screen

Yome 120 Inch Projector Screen, 16:9 HD Anti-Crease Indoor Outdoor Foldab...

11

\$21.99 ✓prime

Ad feedback

#### Customers also shopped for



Try Prime

Electronics

Fashion Gift Guide

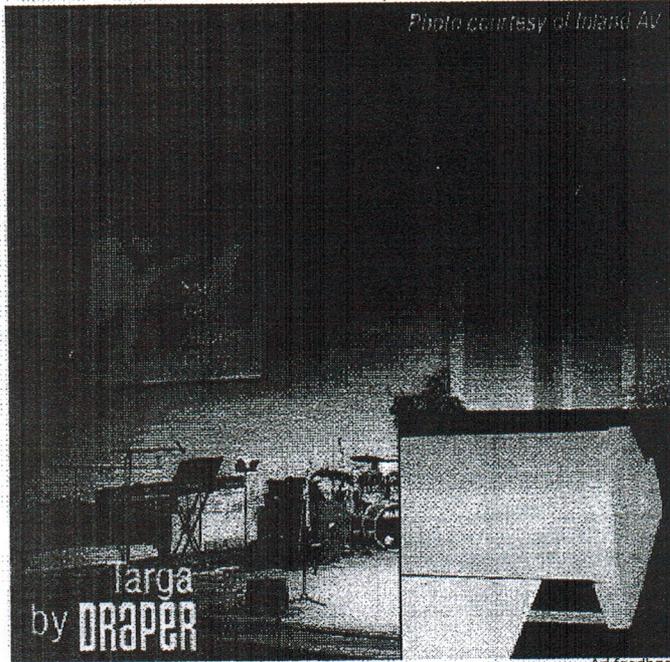
Deliver to Wimberley 78676

Your Amazon.com Early Black Friday Deals

Hello, Sign in Account & Lists Orders Try Prime Cart

Home Audio & Theater Premium Audio Headphones Home Theater Systems Speakers Wireless Audio Stereo System Components

Electronics > Television & Video > Projection Screens



### Targa Matte White Electric Projection Screen with Quiet Motor Viewing Area: 9' H x 12' W

Review this item

\$1,376.69 & FREE Shipping

No interest if paid in full  
with the Amazon.com

ELECTRIC SCREEN MATTE

\$1,376.69 & FREE shipping.

Share

\$1,376.69

& FREE Shipping

Get it as soon as Dec. 7 - 24 if you  
choose Economy Shipping at  
checkout.

Ships from and sold by Neobits.

Qty: 1

\$1,376.69 + Free Shipping

Add a Protection Plan:

- 4-Year Protection for \$133.85
- 3-Year Protection for \$86.96

Add to Cart

1-Click ordering is not available for  
this item.

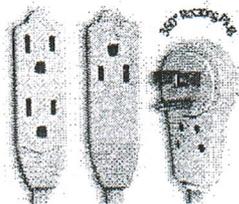
Deliver to Wimberley 78676

Add to List

Have one to sell?

Sell on Amazon

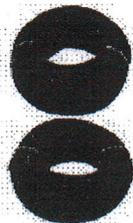
#### Sponsored products related to this item (What's this?)



Maximm Cable 6 Ft 360°  
Rotating Flat Plug  
Extension Cord/Wire, 16  
AWG Multi 3 Outle...

62

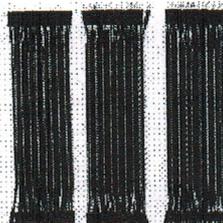
\$11.99



InstallGear 10 Gauge 25ft  
Black and 25ft Red  
Power/Ground Wire True  
Spec and Soft T...

626

\$16.85



Elegoo EL-CP-004 120pcs  
Multicolored Dupont Wire  
40pin Male to Female,  
40pin Male t...

280

\$6.98

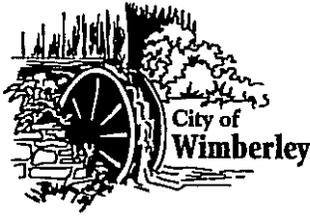


BNTECHGO 1  
Silicone Wire  
10 Feet high  
C 600V 12 ...

\$8.48

Ad feedback

#### Customers also shopped for



**AGENDA ITEM:** Preservation Tree Ordinance  
**SUBMITTED BY:** Allison Davis, Place 3  
**DATE SUBMITTED:** October 25, 2018  
**MEETING DATE:** November 15, 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 15, 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



**AGENDA ITEM:** 10 D - Training Sessions  
**SUBMITTED BY:** Place 1 Mike McCullough  
**DATE SUBMITTED:** November 7, 2018  
**MEETING DATE:** November 15, 2018

## AGENDA FORM

### ITEM DESCRIPTION/SUMMARY

Discuss and consider possible action to schedule training sessions regarding Roberts Rules of Order and the scope and responsibilities for the Board of adjustment, the Planning and Zoning Commission, and the Ethics Commission.

### 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:** 10 E – Wimberley Valley Arts League (WVAL)  
**SUBMITTED BY:** Place 1 Mike McCullough  
**DATE SUBMITTED:** November 7, 2018  
**MEETING DATE:** November 15, 2018

## AGENDA FORM

### ITEM DESCRIPTION/SUMMARY

Discuss and consider possible action to draft operating agreements between the City of Wimberley and the Wimberley Valley Art League (WVAL), and the Wimberley Senior Citizens Activities Incorporated (WSCAI).

### 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:** STR Review Committee Recommendations  
**SUBMITTED BY:** Patricia Cantu Kelly, Place 5  
**DATE SUBMITTED:** November 7, 2018  
**MEETING DATE:** November 15, 2018

## AGENDA FORM

**ITEM DESCRIPTION/SUMMARY**

Discuss and consider possible action regarding Short-Term Rental Review Committee recommendations.

**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:** Texas Disposal Systems Contract  
**SUBMITTED BY:** Shawn Cox, City Administrator  
**DATE SUBMITTED:** November 13, 2018  
**MEETING DATE:** November 15, 2018

## AGENDA FORM

### ITEM DESCRIPTION/SUMMARY

In 2014, the City of Wimberley approved Ordinance No. 2014-005, granting Texas Disposal Systems, Inc. (TDS) authority to operation solid waste and recycling routes within the city limits of Wimberley. The original term of the contract was five (5) years. This first term will officially expire on February 7, 2019. The contract does provide an option to renew the contract for three (3) additional five (5) year terms.

If the City chooses to renew, we must provide TDS written notice at least sixty (60) days prior to the expiration (December 9, 2018).

At this point Council is not considering the terms of the contract, but rather whether the City desires to renew. If we chose to renew, we will provide written notice to TDS and begin work to develop a new contract to bring before Council for approval, prior to February 7, 2019.

Attached:

- Ordinance 2014-005

### REQUESTED ACTION

- Motion
- Discussion
- Ordinance
- Resolution
- Other

**FINANCIAL**

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

**STAFF RECOMMENDATION**

ORDINANCE NO. 2014-005

**AN ORDINANCE OF THE CITY OF WIMBERLEY, TEXAS, GRANTING TEXAS DISPOSAL SYSTEMS, INC., ITS SUCCESSORS AND ASSIGNS, CERTAIN RIGHTS TO OPERATE AND MAINTAIN SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL ROUTES AND SERVICES WITHIN THE CITY OF WIMBERLEY FOR A PERIOD OF FIVE (5) YEARS WITH RENEWAL PROVISIONS, PROVIDING AN EXCLUSIVE FRANCHISE, PROHIBITING THE OPERATION OF ANY OTHER RESIDENTIAL OR COMMERCIAL SOLID WASTE AND RECYCLING COLLECTION BUSINESS OR ENTITY, PROVIDING FOR CERTAIN RIGHTS, DUTIES, TERMS, AND CONDITIONS, PROVIDING FOR PAYMENT OF FRANCHISE FEES OF TEN (10) PERCENT OF GRANTEE'S GROSS REVENUES, CIVIL AND CRIMINAL PENALTIES NOT TO EXCEED \$2,000.00, EFFECTIVE DATES, SEVERABILITY AND OTHER PROVISIONS RELATED TO THE GRANT OF A SOLID WASTE AND RECYCLING FRANCHISE.**

**WHEREAS**, the City of Wimberley ("City") is a municipal corporation organized under the laws of the State of Texas and, pursuant to the Texas Constitution and state law, possesses the power to protect and promote the public health, safety, and welfare, to regulate the use of the public rights-of-way and to issue and revoke licenses; and

**WHEREAS**, the City Council of the City of Wimberley ("City Council") may adopt an order, act, law or regulation not inconsistent with state law, that is necessary for the government, interest, welfare or good order of the City; and

**WHEREAS**, the City Council may adopt ordinances, rules or police regulations that are necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS**, the City of Wimberley ("City") owns or is the proprietor over public streets, rights-of-way, alleys, and other public property and acts as trustee and guardian for the benefit of City citizens; and

**WHEREAS**, the City has exclusive control over the public highways, streets and alleys of the City; and

**WHEREAS**, pursuant to the laws of the State of Texas, it is recognized and established that an incorporated municipality may make a reasonable, lawful charge for the granting of an exclusive franchise to a business or entity that engages in collection and disposal services related to solid waste and recycling; and

**WHEREAS**, the City Council has determined that the availability of solid waste and recycling collection and disposal services in the City will promote the public health,

safety, and general welfare of the residents of the City and would serve the public interest; and

**WHEREAS**, the City Council has determined that the availability of solid waste and recycling collection and disposal services in the City will discourage dumping of garbage and trash along the roadside, in roadside parks and at illegal dump sites; and

**WHEREAS**, Texas Disposal Systems, Inc. is now and has been engaged in waste and recycling collection and disposal services in the State of Texas; and

**WHEREAS**, Texas Disposal Systems, Inc. possesses management expertise, qualified personnel, and specialized equipment for the safe collection, handling, and disposal of solid waste and recycling; and

**WHEREAS**, the City Council finds that the public interest will be served by the granting of an exclusive franchise to Texas Disposal Systems, Inc. to provide solid waste and recycling collection and disposal services within the boundaries of the City of Wimberley, Texas.

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

#### **SECTION 1. DEFINITIONS.**

**1.1** For the purposes of this Ordinance, when not inconsistent with the context, words, used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. Words not defined in this Section 1 shall be given their common and ordinary meaning.

**1.2** For the purposes of this Ordinance, the following words, terms, phrases and their derivations shall have the meaning given in this Section 1.2. Any term not defined herein shall have the meaning set out in the Agreement between Texas Disposal Systems, Inc., (hereinafter "TDS") and the City, attached hereto as Exhibit A and incorporated herein for all purposes.

**1.2.1. Agreement** – The Agreement between TDS and the City attached hereto as Exhibit A and incorporated herein for all purposes.

**1.2.2. City Secretary** – The City Secretary of the City of Wimberley, Texas.

**1.2.3. Council or City Council** – The City Council, the governing body, of the City of Wimberley.

1.2.4. Commercial Customer - An occupant of a Commercial Unit within the City limits of the City of Wimberley.

1.2.5. Commercial Unit – An improved property, located within the City limits of the City of Wimberley, other than a Residential Unit.

1.2.6. Effective Date – February 1, 2014, which is the date, this Franchise shall become effective.

1.2.7. Franchise – This Ordinance, and all rights and obligations established herein or as it may be amended from time to time.

1.2.8. Gross Revenues – All revenues derived directly or indirectly by TDS and including its affiliates, subsidiaries, parent, and any person or entity, if any, that TDS may subcontract with for services covered by the Agreement, from or in connection with the operation of the service pursuant to this Ordinance. This term shall not include any taxes or fees on services furnished by TDS imposed directly upon any customer by the state, City or other governmental unit and collected by TDS on behalf of such governmental units.

1.2.9. Residential Customer – An occupant of a Residential Unit within the City limits of the City of Wimberley.

1.2.10. Residential Unit – An improved property which is used, or capable of being used, for domestic use by a single family, including a single family dwelling, duplex, fourplex, townhouse, apartment or condominium unit. A Residential Unit shall be deemed occupied when either water or electric services are being supplied thereto. A townhouse, fourplex, duplex, or condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single family Dwelling Units, shall be treated as a Residential Unit, except that each dwelling unit within any such Residential Unit shall be billed separately as a Residential Unit. Those Residential Units designed by the City staff to be serve by a dumpster roll-off compactor shall not be included in this definition and shall be a Commercial Unit.

1.2.11. Rights-of-Way – all publicly owned, dedicated or maintained streets, avenues, easements, alleys, highways, sidewalks, bridges, and other similar means of public access in the City.

1.2.12. City – City of Wimberley, a municipal corporation located in Hays County in the State of Texas.

## **SECTION 2. GRANT OF FRANCHISE AND TERM.**

2.1 There is hereby granted to TDS, an exclusive franchise to provide Residential and Commercial solid waste and recycling collection and disposal services in the City,

as constituted as of the Effective Date, or as may hereafter be constituted, and TDS is hereby granted the exclusive right to provide solid waste and recycling collection and disposal services to any Residential or Commercial Customer within the City that requests such service; provided that all such work, activity and undertakings by TDS shall be subject to the terms and provisions of this Franchise and the Agreement; and provided further that nothing herein shall be construed to require or authorize TDS to exceed any rights granted herein or by the Texas Commission on Environmental Quality (TCEQ) or any other state or federal agency. TDS's use of City Rights-of-Way shall be subject to and in accordance with the City's policies and procedures governing said use. It shall be unlawful for any other solid waste and recycling collection or disposal company, entity or person to conduct Residential or Commercial solid waste and recycling collection services covered by the Agreement attached hereto as Exhibit A. No other solid waste and recycling collection or disposal company, entity or person shall collect refuse or operate a solid waste and recycling collection business or charge a fee for the collection of refuse or recycling from any Residential or Commercial Customer within the corporate boundaries of the City of Wimberley, except as otherwise exempted in Section 7.1, from and after the Effective Date of this Ordinance.

2.2 The term of this Franchise shall be for a term of five (5) years, beginning upon the Effective Date and ending five (5) years thereafter. The City reserves the option to renew the Franchise for up to three (3) additional separate five (5) year renewal terms. Written notice of the City's intent to renew the Franchise shall be provided not less than sixty (60) days prior to expiration of the current term of the Franchise. Either party may terminate the Franchise by providing written notice to the other party of its intentions to terminate the Franchise, not less than sixty (60) days prior to the expiration of the current term of the Agreement. Any such written notice shall be as provided in the Agreement.

### **SECTION 3. OPERATION OF TDS WITHIN CITY LIMITS**

3.1. TDS is hereby authorized, licensed and empowered to do any and all things necessary and proper to be done and performed in executing the powers and utilizing the privileges herein mentioned and granted by this Franchise, provided that all services shall be performed with reasonable diligence, without unnecessary inconvenience to the public or individuals, and in compliance with the Agreement and any applicable Federal, State, or City ordinances, rules or regulations. It is not the intention of either the City or TDS to create any liability, right or claim for the benefit of third parties and this Franchise is intended and shall be construed for the sole benefit of the City and TDS.

3.2. The City reserves the right to lay, and permit to be laid, sewer, cable television, water, telephone, electric, and other lines, cables and conduits, and to do and permit to be done any other work that may be necessary from time to time in any public place occupied by TDS.

3.3 TDS is not precluded from commencing solid waste and recycling collection

and disposal services prior to the Effective Date if Residential and Commercial Customers choose to contract for such services.

#### **SECTION 4. COMPANY RULES AND REGULATIONS**

TDS shall provide solid waste and recycling collection and disposal services in compliance with this Franchise and the rights, duties, terms and conditions of the Agreement.

#### **SECTION 5. FRANCHISE AND RENTAL FEES.**

5.1 TDS is authorized to provide solid waste and recycling collection and disposal services within the boundaries of the City as such boundaries exist as of the Effective Date, and as they may be hereafter modified from time to time. Commercial and Residential Customers will receive a benefit from the City's granting of this Franchise to TDS through greater attention to customer service from City oversight, the addition of recycling and bulk item collection services, reduction in potential liability from disposal at pre-approved disposal sites, and fewer and more regulated refuse equipment on the City streets. TDS will receive and obtain material benefits and operating efficiencies from this Franchise and the accompanying rights to provide solid waste and recycling services without competition from other solid waste and recycling service providers. TDS is authorized to charge the rates for solid waste and recycling collection services in accordance with the rates for services listed on Attachment "A" of the Exhibit "A" which is attached hereto and incorporated herein for all purposes. Such rates may be amended from time to time in accordance with the Agreement. The City will incur significant and material costs and expenses in regulating, administering and carrying out actions necessary to give effect to this Franchise and thus, TDS shall, commencing on the Effective Date and continuing through the term of this Franchise, pay to the City ten percent (10%) of TDS's Gross Revenues, excluding taxes, collected from any and all Residential and Commercial Customers and accounts that contract for such services within the corporate limits of the City as a Franchise Fee.

5.2. TDS is responsible for establishing service, billing, and collection of all Residential and Commercial accounts. TDS shall bill Residential Customers on the first of the month (in advance) of each quarter. TDS shall bill Commercial Customers on the first of each month (in advance) of each month. Payment of the ten percent (10%) Franchise Fee (excluding taxes) will be made to the City quarterly in accordance with the Agreement. A listing of Residential Customers and Commercial Customers, to include the Customer's, address, frequency of pickup, size of container or type of service and charges for same, shall accompany the Franchise Fee payment. The City shall have the right upon reasonable notice to TDS to request and inspect TDS's records to verify proper payment of Franchise Fees. The Franchise Fee shall be delivered to the City Secretary, or successor in function, together with a statement indicating the derivation and calculation of such payment. The statement shall be presented in the form of generally accepted accounting procedures. At all times, TDS

shall cause accurate books and records of account to be maintained as are necessary to permit the verification of the amount of such Franchise Fee. TDS shall file such reports as are required by the Agreement with the City Secretary. If there is a change in law by any governing body having jurisdiction over solid waste and recycling collection and/or disposal that impacts the cost of solid waste and recycling disposal, either in a positive or negative manner, this adjustment may be passed on to the Customer, subject to prior approval by the City Council. TDS may propose increases in the rates of service in accordance with the procedures set forth Exhibit "A". Rates of service may not be increased without prior approval of City Council.

## **SECTION 6. ACCEPTANCE OF FRANCHISE BY TDS.**

6.1. This Franchise shall not become effective unless accepted by TDS within thirty (30) days from the date of final adoption of this Ordinance, by filing with the City Secretary a properly executed copy of the Agreement attached hereto as Exhibit A. When accepted by TDS, this Franchise shall be a duly executed Agreement by and between the City and TDS. In no instance shall this Ordinance become effective until the Agreement has been fully executed.

## **SECTION 7. ENFORCEMENT**

7.1 The City shall have the power to administer and enforce the provisions of this Ordinance as may be required by governing law. Any person, business, or entity that collects and or disposes of solid waste and recycling for a fee, payment, or other economic benefit or that performs solid waste and recycling services that TDS is exclusively granted the right to perform pursuant to the Agreement for a fee, payment or other economic benefit is in violation of this Ordinance and is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of this Ordinance is hereby declared to be a nuisance. Provided however, that any person or entity that operates a lawfully registered transfer station, or any person or entity that contracts for the collection or disposal of hazardous waste, hazardous substances or materials, or any person or entity that collects and disposes of solid waste and recycling or material for which TDS does not have the franchise to collect and if such solid waste and recycling service is not covered by the Agreement attached hereto as Exhibit "A," the provision of such services shall not constitute a violation of this Ordinance. Provided further, any Residential or Commercial Customer that does not choose to contract with TDS for solid waste and recycling collection and disposal services shall not be deemed to be in violation of this Ordinance. Although Residential and Commercial Customers are not required to contract with TDS for collection and disposal services, Residential and Commercial Customers are prohibited from contracting with any other person, business or entity that performs or attempts to perform services covered by the Agreement.

7.2 Any person or entity violating any provision of this Ordinance shall, upon conviction, be fined a sum not exceeding \$2,000.00. Each day that a provision of this

Ordinance is violated shall constitute a separate offense. An offense under this Ordinance is a misdemeanor.

7.3 Nothing in this Ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this Ordinance, with each day constituting a separate occurrence, and to seek remedies as allowed by law, including, but not limited to the following:

7.3.1. Injunctive relief to prevent specific conduct that violates the Ordinance or to require specific conduct that is necessary for compliance with the Ordinance; and

7.3.2 a civil penalty up to \$1,000.00 a day when it is shown that the defendant was actually notified of the provisions of the Ordinance and after receiving notice of acts committed in violation of the Ordinance or failed to take action necessary for compliance with the Ordinance; and

7.3.3. other available relief.

## **SECTION 8. ANNEXATION**

The scope of this Franchise shall automatically expand upon annexation of territory by the City.

## **SECTION 9. SEVERABILITY**

If any section, paragraph, subdivision, clause, part or provision hereof shall be adjudged invalid, illegal or unconstitutional, the same shall not affect the validity hereof as a whole or any part or provision other than the part or parts held invalid or unconstitutional.

## **SECTION 10. CAPTIONS AND HEADINGS**

The use of captions or headings for the various sections of this Franchise are for convenience of parties only and do not reflect the intent of the parties. The rule of interpretation to resolve ambiguities in a contract against the party drafting such contract shall not apply to this Franchise.

## **SECTION 11. OPEN MEETINGS**

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

## **SECTION 12. PUBLICATION**

The full caption of this Ordinance shall be published one (1) time in a weekly newspaper published within or in general circulation within the City and the expense of such publication shall be borne by the City. This Ordinance shall take effect only upon its acceptance by TDS within the time and manner herein above provided and publication, as may be required by governing law. In the event this Franchise is not accepted by TDS, this Ordinance shall expire and be and become null and void at midnight on the thirtieth (30th) day after date hereof.

## **SECTION 13. ENDORSEMENTS AND RECORDS.**

The City Secretary is hereby authorized and directed to make appropriate endorsements, for the public records and convenience of the citizens over her official hand and the seal of the City and on the form provided at the conclusion of this Franchise, of the date upon which this Ordinance is finally passed and adopted by the City Council; the date upon which the caption or notice of this Ordinance is published in the local newspaper, the date upon which this Ordinance shall expire if not first accepted by TDS and, if TDS shall accept this Franchise, the date of such acceptance by TDS.

## **SECTION 14. ENTIRE AGREEMENT; AMENDMENTS.**

This Franchise and the attached Agreement contain the entire agreement between the parties with respect to the subject matter herein and all prior negotiations and agreements are merged herein and hereby superseded. This Franchise may not be amended or revised except upon agreement of both parties, which agreement shall be in writing and approved by the City Council.

## **SECTION 15. NO WAIVER**

**15.1.** The failure of the City or TDS, upon one or more occasions, to exercise a right or to require compliance or performance under this Franchise or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing.

**15.2.** Waiver of a particular breach of this Franchise shall not be construed as a waiver of any other breach. No provision of this Franchise shall operate as a waiver by the City or TDS of any right guaranteed by the federal or state constitutions or other applicable law.

## **SECTION 16. ASSIGNMENT; TRANSFER; SALE OR CONVEYANCE BY COMPANY.**

16.1. TDS shall not assign or transfer this Franchise or any of its rights and privileges granted hereunder to any person, without the prior written consent of the City expressed by Ordinance.

16.2. Subject to the provisions in Section 16.1, this Franchise shall be binding upon and inure to the benefit of the City and TDS and their respective successors and permitted assigns, and nothing express or mentioned in this Franchise is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Franchise or any provisions of this Franchise, and conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of such persons and for the benefit of no other person.

### SECTION 17. NOTICES

17.1. Any notice, request, instruction or other document deemed by any party hereunder to be necessary or desirable to be given to any other party shall be deemed delivered three (3) days after deposit in the U.S. mail if such written notification is sent by registered mail or certified mail, postage prepaid, with return receipt requested, correctly addressed as follows:

If to City:	Mayor, City of Wimberley P.O. Box 2027 Wimberley, Texas 78676
If to TDS:	Ray Bryant 12200 Carl Road Creedmor, Texas 78610-2184

or to the last address for notice, which the sending party has for the receiving party at the time of mailing. Either party may change its address for notice designating the new address in a written notice served upon the other party in the manner provided herein. Notices or other information delivered in any other manner will be deemed delivered if and when actually received.

### SECTION 18. FORCE MAJEURE.

Each party shall be excused for failures and delays in performance of its respective obligations under this Franchise due to any cause beyond the control and without the fault of such party, including without limitation, any act of God, war, riot or insurrection, law or regulation, strike, flood, fire, explosion or inability due to any of the aforementioned causes to obtain necessary labor, materials or facilities. This provision shall not, however, release such party from using its best efforts to avoid or remove such cause and such party shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for non-performance, such party shall give prompt written notice thereof to the other

party, provided that failure to give such notice shall not in any way limit the operation of this provision.

**SECTION 19. FINDINGS**

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

**PASSED AND APPROVED ON FIRST READING** on this the 22<sup>nd</sup> day of January, 2014 by a vote of 4 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of the City of Wimberley, Texas.

**PASSED AND FINALLY APPROVED ON SECOND READING** on this the 6<sup>th</sup> day of February, 2014 by a vote of 4 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of the City of Wimberley, Texas.

**CITY OF WIMBERLEY, TEXAS**

Bob Flocke

Bob Flocke, Mayor  
City of Wimberley, Texas

**ATTEST:**

Cara McPartland  
Cara McPartland, City Secretary  
City of Wimberley, Texas



[SEAL]

**APPROVED AS TO FORM:**  
Catherine B. Fryer  
Catherine B. Fryer, City Attorney

The caption of the foregoing Ordinance was published in the newspaper on the 13<sup>th</sup> day of February, 2014.

Cara McPartland  
Cara McPartland, City Secretary

Texas Disposal Systems, Inc. accepted the foregoing Franchise by written Agreement filed on the 7<sup>th</sup> day of February, 2014.

Cara McPartland  
Cara McPartland, City Secretary

**Contract for Solid Waste  
And Recycling  
Collection and Disposal  
Services for the  
City of Wimberley**

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

**Exhibit A**

## THE CITY OF WIMBERLEY

### SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES AGREEMENT

THE STATE OF TEXAS     §

COUNTY OF HAYS         §

This Solid Waste and Recycling Collection and Disposal Services Agreement (“Agreement”) effective the 11<sup>th</sup> day of February, 2014, is between the City of Wimberley, Texas (the “City”), a general law municipality located in Hays County, Texas, and Texas Disposal Systems, Inc. (the “Service Provider”), a Solid Waste Management Company, and is as follows:

#### I.     PURPOSE OF AGREEMENT

This Agreement states the terms and conditions under which the Service Provider will provide solid waste collection and Disposal services (and recycling) to all participating Residential and Commercial Customers within the corporate boundaries of the City.

#### II.    DEFINITIONS

Agreement Documents. Service Providers Service Plan, Communication Plan, this Agreement Document and any attachment, addenda or changes to the foregoing documents agreed to by the City and the Service Provider.

Bag. Plastic sacks designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents shall not exceed thirty-five (35) lbs.

Bulky Waste. Waste that includes, but not limited to, sofas, stoves, refrigerators, water tanks, washing machines, dryers, air conditioners, sinks, toilets, furniture, and other waste materials and appliances (certified where applicable as Freon-free), and like items other than construction debris, or stable matter with weight or volumes greater than allowed in approved bins or containers, as the case may be or that can be loaded by one (1) person at curbside.

Bulky Waste Services. Collection of Bulky Waste and Disposal of Bulky Waste at a Disposal Site or Recycling of Bulky Waste at a Recycling Facility.

Bundle. Tree, shrub and brush trimmings or newspaper and magazines securely tied together, forming an easily handled package not exceeding four (4) feet in length or forty (40) pounds in weight.

Cart. A receptacle, equipped with wheels and a bar, with a capacity of approximately ninety-six (96) gallons, designed to be mechanically dumped into a loader-packer type truck via a fully-automated truck arm or semi-automated truck tipper, purchased with a minimum ten (10) year manufacturer's warranty.

City. The City of Wimberley, Texas and City's officers, elected officials, employees, agents, volunteers, and representatives.

City Administrator. The City Administrator or a person authorized to act for the City Administrator.

City Council. The governing body of the City.

City Event. An event designated by the City Staff to receive City Services. The City Staff has the sole authority to add or eliminate City Events.

City Facility. A City owned or operated facility. The City Staff has the sole authority to add or eliminate City Facilities to receive City Services.

City Services. Solid Waste Services and Recycling Services for City Events and City Facilities, Recycling Services from Community Recycling Units.

Collect or Collection. The act of removing Solid Waste for transport to a Disposal Site, removing Recyclable Materials for transport to a Recycling Facility, removing Yard Trimmings for transport to a Yard Trimmings facility, and removing Bulky Waste for transport to a Disposal Site or Recycling Facility.

City Recycling Center. A site, designated by City Staff, for drop-off of Program Recyclable Materials.

Commercial Unit. An improved property, located in the City, other than a Residential Unit.

Commercial Services. Solid Waste Services and Recycling Services for Commercial Service Units.

Compactor. A compaction mechanism, whether stationary or mobile, designed to attach to a Roll-off.

Construction or Demolition Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as "Waste resulting from construction or demolition projects; includes all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, Cartons, gypsum board, wood, excelsior, rubber, and plastics."

Curbside. The location within five (5) feet of the curb of the street abutting such property that provides primary access to the Service Unit as designated by the City Staff unless such placement interferes with or endangers movement of vehicles and pedestrians.

Customer(s). An occupant of a Residential Unit or a Commercial Unit covered by this Agreement, within the City limits of the City of Wimberley.

Dead Animal. Animal or part of an animal equal to or greater than ten (10) pounds in weight that has expired from any cause except those slaughtered or killed for human use.

Disposal. In accordance with 30 Texas Administrative Code § 330.3, defined as “The discharge, deposit, injection, dumping, spilling, leaking, or placing of any Solid Waste or Hazardous Waste (whether containerized or uncontainerized) into or on any land or water so that such Solid Waste or Hazardous Waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater.”

Disposal Site or Facility. A refuse depository licensed and permitted by the State of Texas selected for use by the Contractor, including, but not limited to Texas Type I sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing of final disposal of refuse, garbage, bulky waste, brush construction debris, dead animals and commercial and institutional waste by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits and approvals.

Dumpster. An ANSI-approved receptacle, with a capacity of approximately two (2) cubic yards up to approximately eight (8) cubic yards, equipped with tight-fitting lid and designed to be mechanically dumped into a loader-packer type truck.

Dwelling Unit. Any group of rooms located within a dwelling and forming a single habitable unit with facilities which are used, or are intended to be used, for living, sleeping, cooking and eating.

Excluded Waste. Hazardous Waste, Special Waste, and Construction or Demolition Waste.

Garbage. In accordance with 30 Texas Administrative Code § 330.3, defined as “Solid Waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.”

Generator. Any person or entity that produces Solid Waste and/or Recyclable Materials.

Handicapped Residential Unit. A Residential Unit solely occupied by one or more Residential Customers reside who because of temporary or permanent condition are unable to transport Refuse from their residence to the curb for pickup.

Hazardous Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “Any Solid Waste identified or listed as a Hazardous Waste by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 United States Code, §§6901 *et seq.*, as amended.”

Heavy Trash. Refuse that is of such size and weight that it cannot be placed in a ninety-six (96) gallon container, and cannot exceed overall weight of eighty (80) pounds. .

May or Should. Not mandatory but permissible.

Mulching. Grinding of Yard Trimmings for use as mulch.

Neighborhood. An area that has been zoned by the City for residential purposes.

Processing. The Recycling of Program Recyclable Material into Recovered Materials and the composting or Mulching of Yard Trimmings.

Producer. An occupant of a Residential Unit or Commercial Unit who generates Refuse.

Program Recyclable Materials. Means the following:

Loose materials such as beer and soda carriers, shoe boxes; old newspaper including slick paper inserts; other recyclable paper including paperboard, chipboard, junk mail, junk mail inserts, residential mixed paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, magazines, paperback books, small catalogs, telephone books and Yellow Pages; any #1 through #7 rigid plastic bottle, container, jug, or jar; beverage containers, steel “tin” food cans, bi-metal containers, lids composed primarily of whole iron or steel and other recyclable material of a similar nature; and/or any glass bottle, container, bottle, container, jug, or jar.

Recovered Materials. Metal, paper, glass, plastic, textile, or rubber materials that have known Recycling potential, can be feasibly Recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent Processing or separation from each other, but does not include materials destined for any use that constitutes Disposal. Recovered materials as described above are not Solid Waste.

Recyclable Materials. In accordance with 30 Texas Administrative Code § 330.3, defined as “A material that has been recovered or diverted from the Non-Hazardous Waste stream for purposes of reuse, Recycling, or reclamation, a substantial portion of

which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable material is not Solid Waste. However, recyclable material may become Solid Waste at such time, if any, it is abandoned or disposed of rather than Recycled, whereupon it will be Solid Waste with respect only to the party actually abandoning or disposing of the material.”

Recycling or Recycle. In accordance with 30 Texas Administrative Code § 330.3, defined as “A process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal Solid Waste composting, that is, composting of the typical mixed Solid Waste stream generated by Residential, commercial, and/or institutional sources, Recycling includes the composting process if the compost material is put to beneficial use.”

Recycling Cart. A Cart exclusively utilized for Recycling Services.

Recycling Facility. All contiguous land, structures, other appurtenances, and improvements on the land that is licensed and permitted, as required by all governmental bodies having jurisdiction, for Recycling of Recyclable Materials. A Recycling Facility may be publicly or privately owned and may consist of several Disposal operational units.

Recycling Services. Collection of Recyclable Materials and Disposal of Recyclable Materials at a Recycling Facility for Processing.

Refuse. This term shall refer to all garbage, rubbish, bulky waste, construction debris and stable matter generated by residential, commercial or industrial units, unless the context otherwise requires.

Resident. A person whom resides at a Residential Unit.

Residential Unit(s). An improved property which is used, or capable of being used, for domestic use by a single family, including a single-family dwelling, duplex, fourplex, townhouse, apartment or condominium unit. A Residential Unit shall be deemed occupied when either water or electric services are being supplied thereto. A townhouse, fourplex, duplex, or condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single family Dwelling Units, shall be treated as a Residential Unit, except that each Dwelling Unit within any such Residential Unit shall be billed separately as a Residential Unit. Those Residential Units designated by the City Staff to be served by a Dumpster or Roll-off Compactor shall not be included in this definition and shall be a Commercial Service Unit.

Residential Services. Solid Waste Services, Bulky Waste Services, Yard Trimmings Services, and Recycling Services for Residential Units.

Roll-off Container. A receptacle, with a capacity of approximately ten (10) cubic yards up to approximately forty (40) cubic yards, intended to be loaded onto a motor vehicle.

Roll-off Compactor. A Roll-off with a Compactor.

Rubbish. In accordance with 30 Texas Administrative Code § 330.3, defined as “Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible Rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, brush, or similar materials; noncombustible Rubbish includes glass, crockery, tin cans, aluminum cans, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).”

School District. The Wimberley Independent School District.

Service Provider. The person, corporation, partnership or subcontractor performing Refuse Collection and Disposal services under this Agreement.

Shall or Must. Mandatory and not merely directory or optional.

Single Stream. System in which all Program Recyclable Materials are loose, commingled and that do not require the Generator to separate prior to Collection.

Solid Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

(A) solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;

(B) soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements; or

(C) waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids Processing plants, pressure maintenance plants, or repressurizing plants and is Hazardous Waste as defined by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the

Resource Conservation and Recovery Act, as amended (42 United States Code, §§6901 *et seq.*).

Solid Waste Cart. A Cart utilized exclusively for Solid Waste Services.

Solid Waste Services. Collection of Solid Waste and Disposal of Solid Waste at a Disposal Site.

Special Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “Any Solid Waste or combination of Solid Wastes that because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and Disposal to protect the human health or the environment. If improperly handled, transported, stored, processed, or disposed of or otherwise managed, it may pose a present or potential danger to the human health or the environment. Special Wastes are:

(A) Hazardous Waste from conditionally exempt small-quantity Generators that may be exempt from full controls under Chapter 335, Subchapter N of this title (relating to Household Materials Which Could Be Classified as Hazardous Wastes);

(B) Class 1 industrial Non-Hazardous Waste;

(C) Untreated medical waste;

(D) Municipal wastewater treatment plant sludges, other types of domestic sewage treatment plant sludges, and water-supply treatment plant sludges;

(E) Septic tank pumpings;

(F) Grease and grit trap wastes;

(G) Wastes from commercial or industrial wastewater treatment plants; air pollution control facilities; and tanks, drums, or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 Code of Federal Regulations (CFR) Part 261, Appendix VIII but has not been listed as a commercial chemical product in 40 CFR §261.33(e) or (f);

(H) Slaughterhouse wastes;

(I) Dead animals;

(J) Drugs, contaminated foods, or contaminated beverages, other than those contained in normal household waste;

(K) Pesticide (insecticide, herbicide, fungicide, or rodenticide)

(L) Discarded materials containing asbestos;

(M) Incinerator ash;

(N) Soil contaminated by petroleum products, crude oils, or chemicals in concentrations of greater than 1,500 milligrams per kilogram total petroleum hydrocarbons; or contaminated by constituents of concern that exceed the concentrations listed in Table 1 of §335.521(a)(1) of this title (relating to Appendices);

(O) Used oil;

(P) Waste from oil, gas, and geothermal activities subject to regulation by the Railroad Commission of Texas when those wastes are to be processed, treated, or disposed of at a Solid Waste management facility authorized under this chapter;

(Q) Waste generated outside the boundaries of Texas that contains:

(i) any industrial waste;

(ii) any waste associated with oil, gas, and geothermal exploration, production, or development activities; or

(iii) any item listed as a Special Waste in this paragraph;

(R) Lead acid storage batteries; and

(S) Used-oil filters from internal combustion engines.

Unit. Residential and Commercial Units that qualify for services requested in this Agreement.

Work. The furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion of any Contract resulting from RFP No. 13-001 and the carrying out of all duties and obligations imposed by any Contract resulting from RFP No. 13-001 on the Contractor.

Yard Trimmings or Yard Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “Leaves, grass clippings, yard and garden debris, and brush, including clean woody vegetative material not greater than six inches in diameter, that results from landscaping maintenance and land-clearing operations. The term does not include stumps, roots, or shrubs with intact root balls.”

### III. SERVICES TO BE PERFORMED

The services to be provided under this Agreement shall consist of the list of services herein for all purposes, including all the supervision, materials, equipment, labor and all other items necessary to complete said services in accordance with the Agreement.

A. Residential Solid Waste Collection and Disposal

1. The Service Provider shall provide Solid Waste Collection and Disposal for all participating Residential Units within the corporate boundaries of the City in accordance with the terms of this Agreement. All services shall be performed by the Service Provider through its staff and employees, unless the City has agreed in writing that the Service Provider can provide services under this Agreement through a subcontractor. The Service Provider shall provide each Residential Unit with an approximate ninety-six (96) gallon Cart, at no cost to the Customer, and shall replace lost or damaged Carts in the same manner. The Service Provider shall provide additional Carts to Residential Unit, at the request of the Customer, for an additional charge as described on Attachment A. Carts for new accounts or replacement charts shall be delivered to the Residential Unit for their use within five (5) business days from the date of request given by the Customer. If the Service Provider experiences recurring problems, damage, destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may require a security deposit from the Residential Units utilizing such containers not to exceed \$100. The Service Provider shall maintain a Cart and bin inventory sufficient to provide Residential Units with a replacement Cart within five (5) business days from the date requested by the Customer.

2. Residential Solid Waste Collection and Disposal service will be provided to each Customer at least once per week, on the same day each week, except in the case of holidays. Collection services will occur only between the hours of 7:00 a.m. and 7:00 p.m. on each Collection day. If a regular Collection day falls on a designated holiday, the Service Provider must provide Collection service within the same week. In the case of severe weather, pickup shall be delayed no longer than required to ensure the safety of personnel and equipment, and the Service Provider shall notify the City Administrator or his designee immediately upon determining the need for delay.

3. All waste must be placed at the Curbside on the day of Collection by 7:00 a.m. With the exception of Bulky Waste, waste must be containerized in a Cart, Bags or Bundle. Waste left for collection shall not exceed the Cart plus two (2) bags and/or bundles. The weight of each Cart and its contents may not exceed eighty (80) pounds. The weight of each Bag and its contents shall not exceed forty (40) pounds. The Service Provider shall collect tree limbs and shrubs cut to four foot (4') lengths, no more than four inches (4") in diameter, and tied in Bundles, weighing no more than forty (40) pounds. Carts, Bundles and Bags shall be placed curbside on the street at an access point for the Collection vehicle. The Service Provider may decline to collect any Cart, Bundle or Bag not so placed. The Service Provider shall replace the empty Cart in an upright position, in accordance with the performance standards set forth in this Agreement. Any trash dropped or blown from the Cart, Bag or Bundle while being emptied by Service Provider shall be picked up by the Service Provider.

4. Handicapped Residential Units. The Service Provider agrees to assist Handicapped Residential Customers with house-side Collection of their Cart, at no additional cost to the Customer, provided that the Service Provider receives prior written notice from the Handicapped Residential Unit of such special need.

5. The Service Provider agrees to pick up Bulky Waste once a month, on the first regular residential Solid Waste Collection day of each month, with a maximum three (3) cubic yards per pick up. Bulky Waste shall be placed curbside on the street at an access point for the Collection vehicle. The Service Provider may provide additional Bulky Waste Collections, at the request of the Residential Unit for an additional charge as described in Attachment A. The Service Provider is not required to collect refrigerators, air conditioners, freezers or any item containing CFC's, unless those items are tagged by a license refrigeration technician certifying that the Freon has been properly removed.

6. The Service Provider is not required to collect any hazardous items. The Service Provider shall not collect Construction or Demolition Debris generated from the household. If this material is generated, the Customer will be responsible for making arrangements for Collection.

7. If the Service Provider refuses, or is unable, to collect waste from a Residential Unit, the Residential Unit shall be notified in writing of the specific reasons that service was refused.

#### B. Residential Recycling Collection and Disposal

1. The Service Provider shall provide Single Stream Recycling Collection and Disposal for all participating Residential Units within the corporate boundaries of the City in accordance with the terms of this Agreement. All Recycling Services shall be performed by the Service Provider through its staff and employees, unless the City has agreed in writing that the Service Provider can provide services under this Agreement through a subcontractor. The Service Provider shall provide each Residential Unit with an approximate ninety-six (96) gallon Cart, at no cost to the Customer, and shall replace lost or damaged Carts in the same manner. The Service Provider may provide additional Carts to a Residential Unit, at the request of the Customer for an additional charge as described on Attachment A. Carts for new accounts or replacement Carts shall be delivered to the Residential Unit for their use within five business (5) days from the date of request given by the Customer. If the Service Provider experiences recurring problems, damage, destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may require a security deposit, in an amount not to exceed \$100, from the Customer utilizing such containers. The Service Provider shall maintain a Cart inventory sufficient to provide Residential Units with a replacement Cart within five (5) business days from the date requested by the Customer.

2. Residential Single Stream Recycling Collection and Disposal service shall be provided to each participating Residential Unit at least once every two (2) weeks, on the same day each week, except in the case of holidays. Collection services will occur only between the hours of 7:00 a.m. and 7:00 p.m. on each Collection day. If a regular Collection day falls on a designated holiday, the Service Provider must provide Collection service within the same week. In the case of severe weather, pickup shall be delayed no longer than required to insure the safety

of personnel and equipment, and the Service Provider shall notify the City Administrator or his designee immediately upon determining the need for delay.

3. The Service Provider shall, at a minimum, collect the following loose Recyclable Materials: beer and soda carriers, shoe boxes; old newspaper including slick paper inserts; other recyclable paper including paperboard, chipboard, junk mail, junk mail inserts, residential mixed paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, magazines, paperback books, small catalogs, telephone books and Yellow Pages; any #1 through #7 rigid plastic bottle, container, jug, or jar; beverage containers, steel "tin" food cans, bi-metal containers, lids composed primarily of whole iron or steel and other recyclable material of a similar nature; and/or any glass bottle, container, bottle, container, jug, or jar.

4. All Recyclable Materials must be placed at the Curbside on the day of Collection by 7:00 a.m. The Recyclable Materials must be containerized in a Cart. The weight of each Cart and its contents may not exceed eighty (80) pounds. Carts shall be placed curbside on the street at an access point for the Collection vehicle. The Service Provider may decline to collect any Cart not so placed. The Service Provider shall replace the empty Cart in an upright position, in accordance with the performance standards set forth in this Agreement. Any materials dropped or blown from the Cart while being emptied by the Service Provider shall be picked up by the Service Provider.

5. Handicapped Residential Units. The Service Provider agrees to assist Handicapped Residential Customers with house-side Collection of their Cart, at no additional cost to the Customer, provided that the Service Provider receives prior written notice from the Handicapped Residential Unit of such special need.

#### C. Commercial Solid Waste Collection and Disposal

1. The Service Provider shall provide Solid Waste Collection and Disposal services for all participating Commercial Units within the corporate boundaries of the City in accordance with the terms of this Agreement. All services shall be performed by the Service Provider through its staff and employees, unless the City has agreed in writing that Service Provider may perform the services described in the section by a subcontractor. The Service Provider shall provide each Commercial Unit with a container ranging in size from an approximate 96-gallon Cart to Dumpsters that range from two (2) cubic yards to eight (8) cubic yards depending upon the needs of the Commercial Unit.

2. The Service Provider shall provide Solid Waste Collection services and Disposal services to Commercial Units at least once every other week, or more often, if requested by the Commercial Unit. Collection service for Commercial Units may be conducted at times to be determined by mutual agreement of the Service Provider and the Commercial Unit. No

commercial Solid Waste Collection shall occur prior to 7:00 a.m., if the Commercial Unit is in or directly adjacent to a neighborhood. If a regular Collection day falls on a designated holiday, the Service Provider must provide Collection service within the same week. In the case of severe weather, pickup shall be delayed no longer than required to ensure the safety of personnel and equipment, and the Service Provider shall notify the City Administrator or his designee of the City immediately upon determining the need for delay.

3. The Service Provider shall provide Commercial Units with a list of Garbage or trash acceptable for pickup and Disposal. Service Provider is not required to collect any hazardous items or items that are not included in Service Provider's list. Service Provider is not responsible for collecting any items that are not placed within the Customer's container. Any waste dropped or blown from the container while being emptied by Service Provider shall be picked up by Service Provider.

4. If the Service Provider refuses, or is unable, to collect waste from a Commercial Unit, the Commercial Unit shall be notified of the specific reasons that service was refused.

#### D. Commercial Recycling Collection and Disposal

1. The Service Provider shall provide Single Stream Recycling Collection and Disposal for all participating Commercial Units within the corporate boundaries of the City in accordance with the terms of this Agreement. All services shall be performed by the Service Provider through its staff and employees, unless the City has agreed in writing that Service Provider may perform the services described in the section by a subcontractor. The Service Provider shall provide each Commercial Unit with an approximate ninety-six (96) gallon Cart to Dumpsters that range from two (2) cubic yards to eight (8) cubic yards depending upon the needs of the Commercial Unit.

2. The Service Provider shall, at a minimum, collect the following loose Recyclable Materials: beer and soda carriers, shoe boxes; old newspaper including slick paper inserts; other recyclable paper including paperboard, chipboard, junk mail, junk mail inserts, residential mixed paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper (no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, magazines, paperback books, small catalogs, telephone books and Yellow Pages; any #1 through #7 rigid plastic bottle, container, jug, or jar; beverage containers, steel "tin" food cans, bi-metal containers, lids composed primarily of whole iron or steel and other recyclable material of a similar nature; and/or any glass bottle, container, bottle, container, jug, or jar.

3. The Service Provider shall provide Single Stream Recycling services and Disposal services to Commercial Units once a week or every other week, as requested by the Commercial Unit. Collection service for Commercial Units may be conducted at times to be determined by mutual agreement of the Service Provider and the Commercial Unit. No Commercial Recycling Collection shall occur prior to 7:00 a.m., if the Commercial Unit is in or

directly adjacent to a neighborhood. If a regular Collection day falls on a designated holiday, the Service Provider must provide Collection service within the same week. In the case of severe weather, pickup shall be delayed no longer than required to ensure the safety of personnel and equipment, and the Service Provider shall notify the City Administrator or his designee immediately upon determining the need for delay.

4. The Service Provider shall provide Commercial Units with a list of Recyclable Material acceptable for pickup and Disposal. Service Provider is not required to collect any hazardous items or items that are not included in Service Provider's list. Service Provider is not responsible for collecting any items that are not placed within the Commercial Customer's container. Any material dropped or blown from the container while being emptied by Service Provider shall be picked up by Service Provider.

5. If the Service Provider refuses, or is unable, to collect materials from a Commercial Unit, the Commercial Unit shall be notified of the specific reasons that service was refused.

#### E. Commercial Roll-off Container and Compactor Service

Service Provider shall provide Roll-off Containers and Compactors for commercial Solid Waste Collection and Disposal within the corporate boundaries of the City in accordance with the terms of this Agreement. All services shall be performed by the Service Provider through its staff and employees, unless the City has agreed in writing that Service Provider may perform the services described in the section by a subcontractor. The Service Provider shall provide Roll-off Containers, ranging in size from twenty (20) cubic yards to forty (40) cubic yards, and trash Compactors, ranging in size from twenty (20) cubic yards to forty-two (42) cubic yards, to meet the needs of Commercial Units. The fees for commercial Roll-off Container and Compactor service are described in Attachment A.

#### F. General Services

1. Service Provider shall provide equipment and manpower for two (2) City-wide clean-up events per year. For each clean-up, the Service Provider shall provide one (1) manned, rear load trash truck and one (1) forty (40) yard Dumpster, at no cost to the City. The Service Provider may provide additional equipment and manpower, at the request of the City for an additional charge as described on Attachment A. The City shall notify the Service Provider in October of each year of the scheduled dates for the clean-up events.

2. The Service Provider shall provide all City Facilities Solid Waste Collection and Disposal service, at least once per week, and Single Stream Recycling Collection and Disposal service, once every two (2) weeks and additional Collections, as requested, at no cost to the City. City Facilities shall include, but not be limited to, City Hall (221 Stillwater), Wimberley Community Center (14068 Ranch Road 12), Cypress Creek Nature Trail (Old Kyle Road), Ranch Road 12 Rest Area, and Blue Hole Regional Park (100 Blue Hole Lane). Requests for new or additional services must be made in writing.

3. The Service Provider shall provide Solid Waste and Single Stream Recycling Collection and Disposal Service for two (2) City Events per year, as designated by the City at no cost. The City shall notify the Service Provider in writing of the events to receive such services in October of each year.

4. The Service Provider shall provide Solid Waste Collection and Disposal services which may be required due to damage or destruction from flood, hurricane, tornado or other similar disasters. This service shall be billed at an additional fee.

5. The Service Provider will schedule, publicize and conduct Recycling education programs at least annually to inform and educate City residents about their Recycling program and will present at least one program to each school in the City during each school year, subject to the approval by the WISD administration and at a time convenient to them.

6. The Service Provider will provide at least one (1) public service announcement per year in Customer billing statements and in at least one newspaper publication per year to encourage Recycling.

7. The Service Provider will be responsible for marketing the Recyclable Materials. The Service Provider may discontinue the Collection of Recyclable Materials only with the approval of the City Council.

## V. AGREEMENT ADMINISTRATION

A. Notice of Termination of Service. The Service Provider shall discontinue collection services for any customer as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor will resume collection on the next regularly scheduled collection day. Should the Customer be direct billed by the Service Provider, the Service Provider will set forth the amount of payment to be collected in accordance with the Service Provider's non-payment policy.

B. Agreement Administration. All Work performed by the Service Provider under this Agreement shall be subject to monitoring and verification by the City Administrator or his designee. The City is entitled to inspect the records of Service Provider related to the service provided hereunder at Service Provider's place of business and at any reasonable time and upon reasonable notice to Service Provider.

C. Vehicle and Property Condition. The Service Provider will keep all vehicles and other property utilized in the performance of its duties under this Agreement in a safe and proper operating condition, and vehicles which are leaking oil, hydraulic fluid or other substances, or which present an unhygienic appearance, or which are in an unsafe condition are not permitted. All Vehicles must be clearly identified with Service Provider's identity on each side of the vehicle. The Service Provider will take all steps necessary to ensure that areas within a five (5) foot radius of the Carts where Refuse is picked up and removed are left in a neat and litter-free condition, and no loose trash may be left in those locations. All Collection vehicles must be properly and adequately covered, and no Refuse may be permitted to blow out of the vehicles.

D. Safety. All of the Service Provider's drivers must be duly licensed to operate the types of vehicles assigned to them, be competent to perform the services required for the job assigned to them, have safe driving records, and must be free from the effects of alcohol and drugs, and capable of operating the vehicles and equipment in a safe manner, at all times during their performance of services under this Agreement. All such drivers must comply with all applicable Federal, State and local laws, and observe all traffic and safety laws, including speed limit and traffic control signs.

E. Appearance. All persons performing Collection services shall at all times wear clean uniforms bearing the company name of Service Provider, and have some means of identification such as a name tag or identification card. Each driver shall carry a valid Texas operator's license for the type of vehicle he is operating. The Service Provider, employees, officers, or agents or anyone acting or claiming to act on behalf of the Service Provider shall not at any time identify themselves as officers or agents of the City.

F. Performance Standards. The Service Provider (and its drivers, employees and agents) shall adhere to the following performance standards:

1. Carts shall be replaced upright within five (5) feet of Customer's placement without obstructing traffic or damaging landscaping.
2. Collection areas shall be free of litter and debris larger than three (3) inches within five(5) foot radius of the Carts.
3. The Service Provider shall not leave loose material, which during Collection may fall in the streets or property of Customers, and will collect any loose material that is generated during the Collection operations.
4. The Service Provider shall maintain a consistent route schedule and comply with provisions related to hours of service.
5. Collection schedules shall be consistently performed as to morning or afternoon Collection times.
6. Drivers are expressly forbidden to use their emergency brake to stop a moving vehicle, except in cases of emergencies.
7. The Service Provider will not use vehicles that leak oil, hydraulic fluid or other substances, or present an unhygienic or unsafe appearance.
8. The Service Provider shall propose and implement measures to prevent spillage with the mode of Collection (automated/semi-automated) used by the Service Provider and Service Provider shall pick up any spillage.
9. Collection equipment shall be maintained as to prevent odors. The Service Provider shall routinely clean Collection equipment, so as to maintain a standard of cleanliness.
10. The Service Provider shall comply with the Customer complaint resolution provisions of this Agreement.
11. Service Provider will not provide Collection service one-half (1/2) hour prior to or one (1) hour after dismissal on a scheduled school date on streets directly adjacent to school campuses;

Acceptable methods of measuring performance standards shall include: monthly Customer satisfaction survey calls made to fifty (50) randomly selected Customers by Service Provider, service monitoring, employee interviews, and reviews of video tape recordings of service delivery, Customer communication records, or operational records related to the fulfillment of this Agreement, to be conducted at Service Provider's business office during normal business hours.

G. Customer Relations/Customer Complaints. The Service Provider shall manage Customer complaints, including incoming phone calls, and emails, addressing concerns, and resolving issues. All Customer complaints about services shall be routed directly to the Service Provider and shall be given prompt and courteous attention. The Service Provider shall resolve all complaints within twenty-four (24) hours of receipt of such complaint and report quarterly to City. In the case of alleged missed Collections, the Service Provider shall make every effort to collect the material on the same day, but it must be collected within twenty-four (24) hours after the complaint is received.

Any complaint from a Customer that is not resolved to the Customer's satisfaction may be managed by the City. The City Administrator or his designee shall contact the Service Provider to review the complaint. The Service Provider shall have five (5) business days from the date the City contacted them to review the complaint to demonstrate that the complaint was resolved consistent with the performance standards outlined in this Agreement. If the Service Provider cannot demonstrate that it met the performance standards outlined in this Contract within the five (5) business day period, then the complaint shall be considered by the City to be unresolved, and the City shall have the authority to impose an administrative penalty on Service Provider. The Service Provider may appeal a penalty assessment to the City Council in writing within five (5) business days of the date of the decision of the City staff. The City Council's decision shall be final.

The Service Provider shall monitor and log all Customer complaints received and provide the City with a quarterly summary of the complaints and actions taken by the Service Provider in response to each complaint.

H. Customer Service Office. The Service Provider shall, at its own expense, provide and staff an office facility, to receive Customer calls and provide face-to-face service.

The Service Provider shall, at its own expense, maintain a phone line to receive City Customer complaints or comments from 8 a.m. until 5 p.m., local times, Monday through Friday.

Also, the Service Provider shall, at its own expense, maintain a dedicated internet email address to receive complaints or comments from City Customers.

I. Reports and Meeting Attendance. The Service Provider must submit written reports on a form to be developed and agreed to between Service Provider and the City. The Service Provider shall submit written quarterly reports to the City which contains the number of residential and commercial accounts, the frequency of pick-up, the number and size of containers and the amount charged for each, the amount of Recycled materials collected and information regarding any special Collections which occurred during the quarter. The quarterly franchise payment shall accompany the report. The Service Provider will send a representative to City Council meetings or public forums upon request.

J. Notification. The Service Provider shall notify all Residential Units and Commercial Units about complaint procedures, rates, regulations and day(s) for scheduled Refuse Collection.

K. Routes of Collection. Residential Unit and Commercial Unit collection routes shall be established by the Service Provider. Service Provider shall submit a map designating the Residential and Commercial Unit collection areas to the City for their approval, which approval shall not be unreasonably withheld. The Service Provider may, from time to time, with approval of the City, propose changes in areas or days of collection affecting Residential or Commercial Units, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, Service Provider shall promptly give notice to affected Residential and Commercial Units.

L. Holidays. The following shall be holidays for purposes of this Contract:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The Service Provider may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday. Should Service Provider observe a holiday, Service Provider will provide Collection service to Customers within the same week of their normal Collection day including Saturday if necessary. The Service Provider shall notify Customers in advance of the alternate collection days that are required due to holidays.

M. Point of Contact. All dealings, contacts, etc., between the Service Provider and the City shall be by the City Administrator or his designee. Customers shall deal directly with the Service Provider regarding establishing service, billing, and collection of Refuse, and problems/concerns associated with same.

N. Refusal to Serve and Termination. The Customer shall be notified immediately in writing by Service Provider of any refusal of service or of any inability to serve. Said notice shall inform the Customer of the reason for refusal of service, or of the inability to serve, and if termination of service is to occur. The notice shall state the reasons for termination and shall specify the date service will be terminated.

O. Commencement of Service. Service Provider shall commence Residential and Commercial Service no later than February 7, 2014. Provided, however, if Residential or Commercial Customers request such service prior to February 7, 2014 and Service Provider agrees to commence such services, Service Provider may commence Residential and Commercial Service prior to February 7, 2014.

P. Recordkeeping and Reporting. Service Provider shall create, maintain, and provide to the City, when requested, the following records:

1. Documentation of Solid Waste and Bulky Waste tonnage delivered to Disposal facility.
2. Documentation of Recyclable Materials tonnage delivered to recyclable Processing facility.
3. Documentation of commercial collection activity by of container size and frequency of pick up.
4. Documentation identifying unaccepted loads by date collected, route, and facility.
5. Documentation of complaints, on a daily basis, including the address, time and date for each and the reason, and resolution.
6. An operational report reflecting the number of container or cart deliveries, terms and swaps, and any additional service requests outside the normal scheduled service routes.
7. Such other documents and reports, as the City may reasonably require, to verify compliance with any Contract or to meet the City's reporting requirements.
8. Other recordkeeping and reporting requirements as agreed upon by City and the Service Provider.

The above-mentioned records shall be retained by the Service Provider and available, upon request by the City, to the City for a period of five (5) years after the term has ended.

## VI. COMPENSATION

The Service Provider shall pay a license, permit and franchise fee to the City during the term of this Agreement, equal to ten (10) percent of Service Provider's gross receipts ("Franchise Fee"), from any and all participating Residential and Commercial Customers within the City, excluding taxes and which fee may be adjusted from time to time by the City Council.

The Service Provider is responsible for establishing service, billing, and collection of Refuse accounts. The Service Provider shall bill Residential Units on the first of the month (in advance) of each quarter. The Service Provider shall bill Commercial Units on the first of each month (in advance) of each month. Payment of the Franchise Fee (excluding taxes) will be made to the City quarterly. Such payment shall be made to the City not later than the fifteenth (15<sup>th</sup>) day from

the last day of the quarter. A listing of Residential Units and Commercial Units, to include the Customer's address, frequency of pickup, size of container or type of service and charges for same, shall accompany the Franchise Fee Payment. The City shall have the right upon reasonable notice to the Service Provider to request and inspect Service Provider's records to verify proper payment of Franchise Fees.

The Service Provider shall bill and collect fees from all participating Residential and Commercial Units based on the rates described in Attachment A. Following the first year of the agreement, the Service Provider may submit to the City a written proposal for a rate increase encompassing all Services except Residential Services. Commercial Services. Such proposals shall be based upon *Increases in the Consumer Price Index-All Urban Consumers*, landfill fees charged to the Service Provider or cost increases associated with the laws, ordinances or regulations adopted by local, state or federal agencies. The City shall have the right to accept or reject any or all of the proposed increases.

Following the second year of the agreement, the Service Provider may submit to the City a written proposal for a rate increase encompassing all Services, including Residential Services. Such proposals shall be based upon *Increases in the Consumer Price Index-All Urban Consumers*, landfill fees charged to the Contractor or cost increases associated with the laws, ordinances or regulations adopted by local, state or federal agencies. The City shall have the right to accept or reject any or all of the proposed increases.

The Service Provider shall reduce the monthly service rate for Residential and Commercial Units by one-half (1/2) percent on October 1<sup>st</sup> of each year if the City's Recycling goal was met in the preceding year. The goal is to double the current Recycling tonnage from the prior year. The Service Provider shall maintain and report the annual Recycling tonnage collect each year to the City.

## VII. COMPLIANCE WITH APPLICABLE LAWS

A. During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances that will enable the Service Provider to provide the services set forth herein.

B. Service Provider is not required to provide service under this Agreement unless Customer provides Service Provider with the right of ingress and egress from and upon the property of Residential and Commercial Customers for the purpose of providing the service contemplated in the Agreement.

C. The Service Provider must comply with all applicable Federal, State, County and City laws, ordinances and regulations in performing all services to be rendered under this Agreement. To the fullest extent permitted by law, and in addition to any other indemnification obligation set forth in the Agreement, the Service Provider will indemnify, defend, and hold harmless the City, its officers, agents and employees, from all claims, liability, costs, causes of action, and expenses, including reasonable attorneys fees, arising out of any actual or alleged failure of the

Service Provider, its employees, officers, subcontractors, and persons performing services under this Agreement on behalf of Service Provider or at its request, to comply with applicable laws, ordinances and regulations. This obligation shall survive termination of the Agreement as to events occurring prior to termination.

D. All Solid Waste collected under this Agreement must be collected, transported and disposed of in compliance with TCEQ regulations and any other applicable legal requirements. All costs of transportation and Disposal will be the responsibility of the Service Provider. The approved Disposal Site to be used by Service Provider shall be Texas Disposal System Landfill, at 12200 Carl Road, Creedmoor, Texas. Service Provider shall not dispose of Solid Waste at any other Disposal Site unless such approval is obtained from the City in writing prior to the Disposal of such Solid Waste.

### VIII. LICENSES AND TAXES

The Service Provider must obtain and maintain all licenses, permits or registrations required by law for the conduct of all services provided in this Agreement and pay all taxes required by the City, County and the State.

### IX. INSURANCE AND INDEMNITY

A. Insurance. The Service Provider must secure and maintain in effect insurance to protect the Service Provider, its subcontractors, employees, and the City from claims for bodily injuries, death or property damage that may arise out of or result from the Service Provider's performance or nonperformance of its duties under this Agreement, whether that performance or nonperformance is by Service Provider, by an subcontractor, or by anyone directly or indirectly employed by the Service Provider or any subcontractor. The following minimum levels of coverage are required:

- |  |                               |
|--|-------------------------------|
| 1. Comprehensive/Commercial Liability: |                               |
| a. General Liability:                  | \$1,000,000.00 per occurrence |
| b. Property Damage:                    | \$1,000,000.00 per occurrence |
| c. Total Aggregate:                    | \$2,000,000.00                |
| 2. Automobile Liability:               | \$2,000,000.00                |
| 3. Umbrella or Excess Liability:       | \$5,000,000.00                |
| 4. Worker's Compensation:              | As required by law            |
| 5. Employer Liability:                 | \$1,000,000.00                |

Service Provider must provide proof of such insurance prior to the commencement of services hereunder. Liability for pollution shall not be excluded from the coverage.

Certificates of insurance confirming coverage and naming the City as an additional insured and waiver of subrogation must be provided to the City on or before the date of this Agreement, and renewal certificates must be provided to the City at least 30 days before the date of expiration of any required coverage. The Service Provider's failure to maintain any required insurance or to furnish any required certificate will be a default under this Agreement. All insurance certificates

must confirm that the insurance may not be terminated or materially changed without 30 days prior notice to the City.

B. Indemnity. To the fullest extent permitted by law, the Service Provider will and does hereby indemnify, defend, and hold the City and its officers, directors, agents and employees harmless from all claims, damages, losses, costs, causes of action, liability and expenses including, but not limited to, attorney's fee, arising out of or in any way connected with, the Service Provider's performance or failure to perform the Work required under this Agreement, including the acts and omissions of the Service Provider, its employees, officers, and any subcontractor, person or entity who provides goods or services in connection with this Agreement on behalf of Service Provider or at its request. This obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist. This indemnification requirement will not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Service Provider or any subcontractor under any workers compensation acts, disability benefit acts or other employee benefit acts. The Service Provider's obligation under this provision shall survive termination of the Agreement as to events occurring prior to termination.

## X. TERM AND TERMINATION

A. The Agreement shall be for a term of five (5) years, beginning upon the Effective Date of this Agreement and ending five (5) years thereafter. The City reserves the option to renew the Agreement for up to three (3) additional separate five (5) year renewal terms. Written notice of the City's intent to renew this Agreement shall be provided not less than sixty (60) days prior to the expiration of the current term of the Agreement. Either party may terminate this Agreement by providing written notice to the other party of its intentions to terminate this Agreement, not less than sixty (60) days prior to the expiration of the current term of the Agreement. Written notices to renew or terminate the Agreement shall be served by certified or registered mail, return receipt requested.

B. Termination for Cause. Notwithstanding any other provisions set forth in this Agreement, the City may terminate this Agreement for cause together with any and all rights and privileges of the Service Provider under the Agreement subject to the procedures described in Paragraph C and D below. In the event the City terminates for cause, Service Provider shall be entitled to receipt of payment from Residential and Commercial Customers for all services rendered to the date of termination, less the amount payable to the City under the provisions of the Agreement. Service Provider shall not be entitled to any damages for early termination of this Agreement, including any claim for lost profits. Conditions giving rise to a termination for cause shall include, but shall not be limited to, the following:

1. Violation of any material provision of the Agreement or any material rule, order, regulation or determination of the Council made pursuant to the Agreement, including, but not limited to: failure to provide the services promised in Section III, failure to comply with the Agreement administration requirements in Section V, and/or failure to comply with the requirements in Sections VI, VII, VIII and IX;

2. Attempt to evade any material provision of the Agreement or practice any fraud or deceit upon the Residential Customers, Commercial Customers, or upon the City government;
3. Failure to resolve Customer complaints in a timely manner and/or failure to provide adequate customer service, including, but not limited to: unreasonable delays in pickup, failure to pick up trash dropped or blown from the container while being emptied by the Service Provider, failure to properly maintain vehicles and property owned or operated by the Service Provider, Disposal of Refuse at any location other than the approved Disposal Site without the prior written approval of the City;
4. Failure to adhere to the performance standards set forth in this Agreement.
5. Material misrepresentation of fact in the application for or negotiation of this Agreement.

C. Opportunity for Public Hearing prior to Termination. A termination for cause shall be declared only by a written decision of the City Council after an appropriate public proceeding before City Council, which affords the Service Provider an opportunity to be heard and to respond to any notice of grounds of termination. All notice requirements shall be met by providing written notice to the Service Provider at least fifteen (15) days before a public hearing concerning the proposed termination of this Agreement. Such notice shall state the grounds for termination alleged by the City. At the hearing, the City Council will advise the Service Provider of each deficiency and may place the Service Provider on notice that it has a thirty (30) day cure period to correct these issues in the future: provided, however, that the City Council may decline to provide a thirty (30) day cure period upon a finding that the severity of the deficiency (ies) warrants immediate termination. Examples of conditions that would merit immediate termination include, but are not limited to, fraud against the Customer or City as determined by the City Council and a judicial verdict finding of illegal dumping or violation at a felony level or higher.

D. City Council Options regarding Termination for Cause. The City Council after a public hearing, and upon finding the existence of grounds to terminate, may declare the Agreement terminated, excuse the grounds for termination upon a showing by the Service Provider of mitigating circumstances or good cause for the existence of such grounds, or take other appropriate action including, but not limited to, granting a period of time to cure the ground for termination.

E. Other Remedies. In addition to any right or remedy provided by the terms of this Agreement, in the event of a default by Service Provider under this Agreement, the City shall have the right, after 10 days written notice to the Service Provider, in addition to the right to terminate the Agreement for cause may (i) terminate the Service Provider's right to perform under this Agreement, without terminating this Agreement, (ii) perform any obligation of Service Provider and require that the City be reimbursed for all costs and expenses incurred by it within

30 days after demand by the City, and/or (iii) pursue any other remedy available to the City at law or equity, all such rights and remedies being cumulative and not exclusive.

F. Use of Carts and Containers after Termination. If this Agreement is terminated for cause, Service Provider shall leave all collection Carts and Containers in place at the Customer's address and allow the City to use the Carts and Containers for ninety (90) days, at no cost to the City, to allow the City time to obtain alternate service.

## XI. MISCELLANEOUS

A. The Service Provider must provide adequate supervision to assure that all Work will be done in accordance with this Agreement and generally accepted Solid Waste Disposal practices.

B. All provisions of this Agreement shall be strictly complied with and conformed to by the Service Provider, and no amendment to this Agreement shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of this Agreement except as specifically provided for in such amendment.

C. This Agreement may not be assigned by either party without the prior, written approval of the other party. The use of any subcontractor will be subject to the prior, written approval of the City Council, which may be withheld for any reason. No more than fifty (50) percent of the value of this Agreement may be subcontracted.

D. Any notice required or permitted to be delivered hereunder must be in writing, and may be given by personal delivery or by depositing the same in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the address set forth below such party's signature (below) or at such other address as may hereafter be designated in accordance with this paragraph. Notice given to a party by certified mail as provided herein shall be deemed delivered, whether or not actually received, three (3) days after deposit in the mail. Notice given in any other manner shall be deemed delivered if and when actually received.

E. Neither Service Provider nor the City shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Service Provider.

F. This Agreement will be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hays County, Texas.

G. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

H. Service Provider agrees that employees and applicants for employment shall not be discriminated against because of their race, color, religion, sex or national origin.

I. If any provision of this Agreement is illegal, invalid, or unenforceable, it is the intention of the parties hereto that the remainder of this Agreement will not be affected thereby, and it is also the intention of the parties that, in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable, a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible, and is legal, valid and enforceable, be added to this Agreement.

J. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

Executed to be effective February 7, 2014.

CITY OF WIMBERLEY, TEXAS



By: Bob Floche

Name: Bob Floche

Title: Mayor

Address: 221 Stillwater, P.O. Box 2027  
Wimberley, Texas 78676  
Attn: Don Ferguson

ATTEST:

Cara McPartland  
Cara McPartland, City Secretary

SERVICE PROVIDER

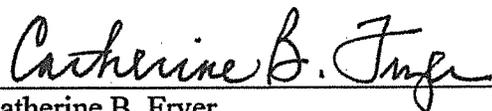
By: Texas Disposal Systems

Name: Ray Bryant

Title: Municipal Accounts Supervisor

Address: P.O. Box 17126  
Austin, TX 78760

APPROVED AS TO FORM:

A handwritten signature in cursive script that reads "Catherine B. Fryer". The signature is written in black ink and is positioned above a horizontal line.

Catherine B. Fryer  
City Attorney

**ATTACHMENT A**

**SERVICE PROVIDER FEES FOR COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLABLES**

**A. BASE RESIDENTIAL: Per unit cost per month with optional customer participation**

*Solid waste collection and disposal one time per week, (container provided by Service Provider; Maximum load per collection shall be one (1) plus two (2) bags and or bundles); Recyclables collected and processed once every two (2) weeks (container provided by Service Provider; Bulky waste collected once a month on the first regular solid waste collection day of the month; Maximum of three (3) cubic yards per pick up. The Base Residential rate stated below is guaranteed for first two (2) contract years.*

\$22.75

**B. BASE COMMERCIAL (With Optional Customer Participation)**

**1. Commercial Solid Waste Fees**

Size	Weekly Collection Frequency				
	Every Other Week	1	2	3	Extra Pick Ups
96-Gallon	NA	\$31.00	NA	NA	\$23.00
2 Cubic Yard	NA	\$77.00	NA	NA	\$40.00
3 Cubic Yard	\$62.00	\$82.00	NA	NA	\$45.00
4 Cubic Yard	\$68.00	\$91.00	\$170.00	NA	\$45.00
6 Cubic Yard	\$78.00	\$104.00	\$199.00	\$287.00	\$57.00
8 Cubic Yard	\$94.00	\$125.00	\$241.00	\$356.00	\$68.00

**2. Commercial Recycling Fees**

Size	Collection Frequency		
	Every Other Week	One (1) Time A Week	Extra Pick Ups
96-Gallon	\$12.00	\$27.00	\$22.00
2 Cubic Yard	\$40.00	\$66.00	\$38.00
3 Cubic Yard	\$50.00	\$71.00	\$44.00
4 Cubic Yard	\$60.00	\$78.00	\$44.00
6 Cubic Yard	\$68.00	\$90.00	\$54.00
8 Cubic Yard	\$74.00	\$108.00	\$65.00

**C. ADDITIONAL OTHER SERVICES**

<b><u>Cost of Additional Bulky Waste Collection, Per Unit Per Collection:</u></b>	\$30 minimum charge for each 3 cubic yards or part there of
<b><u>Cost of Additional 40-yard Dumpster for City Wide Clean-Up, per Dumpster</u></b>	\$400, haul & disposal
<b><u>Cost of Additional Manned Rear Load Trash Truck, per Truck</u></b>	\$150 per hour, 4-hour minimum plus disposal cost
<b><u>Reduction in Customer's Monthly Cost for Achieving Annual Recycling Goal</u></b>	See Agreement
<b><u>Lock Bars – Each Container</u></b>	\$18
<b><u>Casters – Each Container</u></b>	\$18
<b><u>Residential Unit Extra Cart</u></b>	\$9

**D. COMMERCIAL ROLL-OFF**

**1. Roll off Container Fees**

Roll-off Size <sup>1</sup>	Collection Rate (per collection) <sup>2</sup>
20 CY	\$400
30 CY	\$425
40 CY	\$450
<b>Compactor</b>	
Compactor	Collection Rate (per collection)
20 CY	\$410
30 CY	\$435
35 CY	\$450
40 CY	\$475
42 CY	\$475
<b>Miscellaneous Fees</b>	
Roll-off delivery- one-time charge	\$ 175 per delivery
Roll-off Rental Fee <sup>3</sup>	\$ 90 per month
Roll-off Rental Fee	\$ 3 per day
Compactor Rental Fee <sup>4</sup>	\$ Varies per month
Disposal Rate Type I Landfill per Ton	\$ No Additional Fee
Disposal Rate Type IV Landfill per Cubic Yard	\$ No Additional Fee
Notes:	
1. Collection rate shall be the per-collection rate for collection of Roll-off and return of Roll-off.	
2. This rate is for the rental of the Roll-off, provided by the proposer to the Commercial Service Unit Customer.	
3. This rate is for the rental of the Compactor, provided by the proposer to the Commercial Service Unit Customer.	

# News Dispatch

113 West Center Street § 800 W. Hwy 290, Bldg D-300  
Kyle, Texas 78640 § Dripping Springs, TX 78620

(512) 262-NEWS (Kyle office) • (512) 422-4192 (DS office) • (512) 268-0262 (fax)

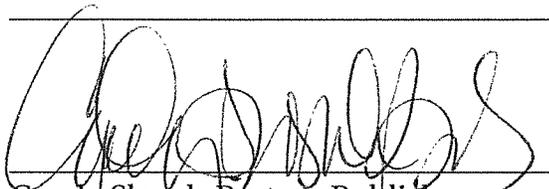
State of Texas § Affidavit of Publication  
County of Hays §

My name is Cyndy Slovak-Barton, and I am Publisher of the *News Dispatch*. I am over the age of 18, have personal knowledge of the facts stated herein, and am otherwise competent to make this affidavit.

The *News Dispatch* is a legal newspaper publication under Texas law, headquartered and regularly published in Hays County, Texas. It is a newspaper of general circulation, and is generally circulated in Hays, and Travis counties.

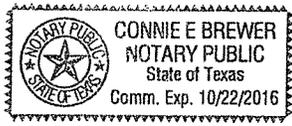
The attachment hereto was published in the *News Dispatch* on the following dates at or below the classified legal rate:

Feb. 13, 2014  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ TDS

  
\_\_\_\_\_  
Cyndy Slovak-Barton, Publisher  
*News Dispatch*

Subscribed and sworn before me this the 14 day of Feb., 2014.

  
\_\_\_\_\_  
Notary Public  
Connie Brewer



Alan Jones  
Sales Manager  
512-445-1223  
ajones@capitolchevy.com

For a Friendly and Professional Experience

CHEVROLET - AN AMERICAN R

512-444-8888

88 South IH 35

on

bm

Thursday, February 13, 2014

# Classifieds-Service

2014

## News-Dispatch

News-Dispatch • Page 7

ment

Duplexes For Rent

Public Notices



**AM**  
MECHANICAL MAINTENANCE

Auto Mechanic.  
Financial aid if qualified -  
cement assistance  
of Maintenance  
5-4102  
743-1392

Hauling

**HAULING**  
metal pick-up. Old  
generators, washers &  
cars, water heaters, car  
series, etc. Call Charles  
789-4315.

Trailer Rental

**TRAILER RENTAL**  
utility and dump  
rental. Edstrailers.com  
67-1660. 2110 Hwy 290  
located with Pedernales  
and Landscaping  
y LLC).

**BUDA DUPLEX FOR RENT**  
Nice 2 bed/1 bath, fenced  
yard and 1-car garage. \$950  
per mo. with deposit. 1 year  
lease required. 512-423-3350

Homes For Rent

**QUIET COUNTRY DUPLEX**  
1BR 1BA, Hwy 21 @ Yar-  
lington. \$650 month, \$300  
deposit, no pets. Call Terry  
@ 512-396-5734 or 512-618-  
0901

Garage Sale

**THRIFT AND AVON SHOP**  
Open Everyday 7am till 7pm.  
372 Old Lockhart Rd, 78644.  
512-807-7362

Public Notices

**NOTICE OF APPLICATION  
TO SUBDIVIDE**  
An application has been  
filed with HAYS COUNTY to  
subdivide 210.330 acres of  
property located along RR-  
12, near the intersection of  
RR 12 and FM 150 in Drip-  
ping Springs, TX. Information  
regarding the application  
may be obtained from  
Hays County Development  
Services (512) 393-2150.  
Tracking number: SUB-152

**NOTICE OF ENACTMENT OF  
ORDINANCE NO. 2014-006**  
An ordinance amending Title  
XI (Business Regulations) of  
the City of Wimberley Code  
of Ordinances and creating a  
new Chapter 112 (Regulation  
of Vacation Rentals and Bed  
and Breakfast Lodgings); and  
providing findings of fact, a  
repealing clause, a savings  
and severability clause, an  
effective date, and proper  
notice and meeting.

**NOTICE OF ENACTMENT OF  
ORDINANCE 2014-005**  
An ordinance of the City of  
Wimberley, Texas, granting  
Texas Disposal Systems,  
Inc., its successors and as-  
signs, certain rights to oper-  
ate and maintain solid waste  
and recycling collection and  
disposal routes and services  
within the City of Wimberley  
for a period of five (5) years  
with renewal provisions, pro-  
viding an exclusive franchise,  
prohibiting the operation  
of any other residential or  
commercial solid waste and  
recycling collection busi-  
ness or entity, providing for  
certain rights, duties, terms,  
and conditions, providing for  
payment of franchise fees of  
ten (10) percent of grantee's  
gross revenues, civil and  
criminal penalties not to  
exceed \$2,000.00 effective  
dates, severability and other  
provisions related to the  
grant of a solid waste and  
recycling franchise.

**NOTICE OF  
PUBLIC HEARING**  
(Request for Variance)  
Notice is hereby given that  
the City of Wimberley Board  
of Adjustment will hold a  
public hearing at the Wim-  
berley City Hall on **Monday,  
February 24, 2014, at 6:00  
p.m.** to consider the follow-  
ing: BA-14-004 - an applica-  
tion for a variance from the  
City of Wimberley Zoning  
Code requirements relating  
to Minimum Setbacks on a  
commercially zoned prop-  
erty located at 13320 Ranch  
Road 12 Wimberley, Texas.  
Following the public hearing,  
the Board of Adjustment will  
consider action regarding  
the subject variance request.  
Comments on this request  
from any member of the  
public may be presented in  
person or by mail (PO Box  
2027) at City Hall prior to  
the hearing. The public will  
be granted an opportunity  
to speak at the hearings.  
Additional information con-  
cerning the proposed action  
is available for review at the  
Wimberley City Hall, 221  
Stillwater, Wimberley, Texas.

**NOTICE OF  
PUBLIC HEARING**  
(Conditional Use Permit)  
Notice is hereby given  
that the Planning & Zoning  
Commission of the City of  
Wimberley will hold a public  
hearing at the Wimberley City  
Hall on **Thursday, February  
27, 2014, at 6:00 p.m.** to  
consider the following: CUP-  
14-001 - an application for a  
Conditional Use Permit (CUP)  
to allow for the operation of  
a vacation rental facility on  
property zoned Single Family  
Residential 2 (R-2) located  
at 335 Smith Creek Road in  
Wimberley, Texas. Upon rec-

on this request from any  
member of the public may  
be presented in person or  
by mail (PO Box 2027) at  
City Hall prior to the hearing.  
The public will be granted an  
opportunity to speak at the  
hearings. Additional informa-  
tion concerning the proposed  
action is available for review  
at the Wimberley City Hall,  
221 Stillwater, Wimberley,  
Texas.

**NOTICE OF PROPOSED  
AMENDMENT TO THE  
CITY OF WIMBERLEY  
ZONING CODE**  
Notice is hereby given  
that the Planning & Zoning  
Commission of the City of  
Wimberley will hold a public  
hearing at the Wimberley City  
Hall on **Thursday, February  
27, 2014 at 6:00 p.m.** on  
**PROPOSED AMENDMENTS  
TO THE CITY OF WIMBER-  
LEY ZONING CODE TO  
MODIFY THE ATTENDANCE  
REQUIREMENTS AND  
REMOVAL PROCESS FOR  
MEMBERS OF THE CITY  
OF WIMBERLEY PLANNING  
AND ZONING COMMIS-  
SION.** Upon recommen-  
dation of the Planning &  
Zoning Commission, the City  
Council will hold public hear-  
ings at their regular Council  
meetings on **Thursday,  
March 6, 2014 and Thurs-  
day, March 20, 2014.** Both  
City Council meetings will  
occur at 6:00 p.m. to consid-  
er the ordinance referred to  
herein. You are encouraged  
to participate in this process.  
Comments from any member  
of the public may be present-  
ed in person or by mail at  
City Hall prior to the hearing  
or the public will be granted  
an opportunity to speak at  
the public hearing. Additional  
information concerning the

Dirt For Sale



## TEXAS DISPOSAL SYSTEMS

---

TEXAS DISPOSAL SYSTEMS, INC. TEXAS DISPOSAL SYSTEMS LANDFILL, INC.

P.O. Box 17126  
Austin, TX 78760-7126  
512.421.1300  
512.421.1325 (FAX)  
[www.texasdisposal.com](http://www.texasdisposal.com)

April 13, 2015

City of Wimberley  
P.O. Box 2027  
Wimberley, TX 78676

ATTN: Don Ferguson

GREETINGS:

In accordance with the 2015 City of Wimberley Solid Waste and Recycling Contract pricing, your annual commercial rate adjustment will become effective on June 1, 2015. Attached you will find the new rate adjustment, please contact me if you have any questions.

If you will be presenting this information to a board or governing body, I will be happy to attend and respond to any questions.

Thank you for your continued business.

Respectfully,

Ray Bryant  
HOA and Municipal House Accounts Supervisor  
(512) 421-7646  
[rbryant@texasdisposal.com](mailto:rbryant@texasdisposal.com)

Wimberley Price Increase

Wimberley Price Increase calculation as follows:

**B1 TRASH**

<u>Size</u>	<u>Freq</u>
0.5	1
2	1
3	0.5
3	1
4	0.5
4	1
4	2
6	0.5
6	1
6	2
6	3
8	0.5
8	1
8	2
8	3

Casters and Lock Bars

<u>Current</u> <u>\$ Mo</u>	<u>New</u> <u>\$ Month</u>
31	31.41
77	78
62	63
82	83
68	69
91	92
170	172
78	79
104	105
199	202
287	291
94	95
125	127
241	244
356	361
18.00	18.24

**B2 RECYCLE**

<u>Size</u>	<u>Freq</u>
0.5	0.5
0.5	1
2	0.5
2	1
3	0.5
3	1
4	0.5
4	1
6	0.5
6	1
8	0.5
8	1

\* Recycle Material contains 15% contamination

<u>Current</u> <u>\$ Mo</u>	<u>New</u> <u>\$ Month</u>
12	12.16
27	27.36
40	41
66	67
50	51
71	72
60	61
78	79
68	69
90	91
74	75
108	111

**C** Additional 40 CY roll-off for City Wide Clean-up, each  
Additional manned rear load truck per hour, plus disposal \$25.00 per ton

400	427
150	152

**D Commercial Roll-off Haul**

20 open top  
30 open top  
40 open top  
20 compactor  
30 compactor  
35 compactor  
40-42 compactor  
Delivery  
Rental

400	427
425	458
450	489
410	443
435	468
450	489
475	514
175	177
3	3



P.O. Box 17126, Austin, TX 78760  
512.421.1300 Office  
800.375.8375 Toll Free  
512.243.4123 Fax  
[www.texasdisposal.com](http://www.texasdisposal.com)

December 23, 2015

City of Wimberley  
P.O. Box 2027  
Wimberley, TX 78676

GREETINGS:

In accordance with the 2014 City of Wimberley Solid Waste and Recycling Contract pricing, your annual rate adjustment will become effective on February 1, 2016. Attached you will find the calculation from the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI) for your rate adjustment.

Please contact me if you have any questions regarding your rate adjustment. Furthermore, if you will be presenting this information to a board or governing body, I will be happy to attend and respond to any questions.

Thank you for your continued business.

Respectfully,

Ray Bryant  
HOA and Municipal Account Supervisor  
(512) 421-7646  
[rbryant@texasdisposal.com](mailto:rbryant@texasdisposal.com)

Village of Wimberley  
2016

Original CPI	233.546	Original	22.75	Last Year landfill	7.3125
This Year CPI	237.838			This Year landfill	9.375

<b>CPI</b>			
Date	Index #	% Allocation	% Inc
10/1/2013	233.546		
10/1/2015	237.838		
Diff	4.292		
Ratio Change	0.018378	0.80	1.47%

<b>Landfill</b>			
Date	Index #		% Inc
10/1/2013	7.3125		
10/1/2015	9.375		
Diff	2.063		
Ratio Change	0.282051	0.20	5.64%

% Increase			7.11%
------------	--	--	-------

145

Current Price       \$     22.75

Increase             \$     1.62

**New Resi Rate     \$    24.37**



P.O. Box 17126, Austin, TX 78760  
512.421.1300 Office  
800.375.8375 Toll Free  
512.243.4123 Fax  
[www.texasdisposal.com](http://www.texasdisposal.com)

March 21, 2016

City of Wimberley  
P.O. Box 2027  
Wimberley, TX 78676

GREETINGS:

In accordance with the 2014 City of Wimberley Solid Waste and Recycling Contract pricing, your annual rate adjustment will become effective on June 1, 2016. Attached you will find the calculation from the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI) for your rate adjustment for Commercial.

Please contact me if you have any questions regarding your rate adjustment. Furthermore, if you will be presenting this information to a board or governing body, I will be happy to attend and respond to any questions.

Thank you for your continued business.

Respectfully

Ray Bryant  
HOA and Municipal Account Supervisor  
(512) 421-7646  
[rbryant@texasdisposal.com](mailto:rbryant@texasdisposal.com)

Wimberley Price Increase

**B1 TRASH**

<u>Size</u>	<u>Freq</u>
0.5	1
2	1
3	0.5
3	1
4	0.5
4	1
4	2
6	0.5
6	1
6	2
6	3
8	0.5
8	1
8	2
8	3

Casters and Lock Bars

<u>Current</u> <u>\$ Mo</u>	<u>New</u> <u>\$ Month</u>
31.41	31.57
78	78
63	63
83	84
69	69
92	93
172	173
79	79
105	106
202	203
291	292
95	96
127	127
244	245
361	363
18.24	18.47

**B2 RECYCLE**

<u>Size</u>	<u>Freq</u>
0.5	0.5
0.5	1
2	0.5
2	1
3	0.5
3	1
4	0.5
4	1
6	0.5
6	1
8	0.5
8	1

\* Recycle Material contains 15% contamination

<u>New</u> <u>\$ Month</u>	<u>New</u> <u>\$ Month</u>
12.16	12.22
27.36	27.49
41	41
67	67
51	51
72	72
61	61
79	79
69	69
91	92
75	75
111	111

**C** Additional 40 CY roll-off for City Wide Clean-up, each  
Additional manned rear load truck per hour, plus disposal \$25.00 per ton

427	429
152	153

**D Commercial Roll-off Haul**

20 open top  
30 open top  
40 open top  
20 compactor  
30 compactor  
35 compactor  
40-42 compactor  
Delivery  
Rental

427	429
458	460
489	491
443	445
468	471
489	491
514	517
177	178
3	3



**AGENDA ITEM:** Resolution No. 30-2018 – Utility Easement  
**SUBMITTED BY:** Craig Fore, Place 2  
**DATE SUBMITTED:** November 8, 2018  
**MEETING DATE:** November 15, 2018

## AGENDA FORM

### ITEM DESCRIPTION/SUMMARY

Discuss and consider possible action to approve Resolution No. 30-2018, authorizing the acceptance of an easement agreement for utilities to be located on a tract of land being Lot 30, Breezeway Subdivision, according to the map or plat therefore recorded in Volume 138, Page 160-A, Hays County Deed Records, a property owned by Paisley Jerome E (Life Estate).

### 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

**RESOLUTION NO. 30-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WIMBERLEY, TEXAS, AUTHORIZING THE ACCEPTANCE OF AN EASEMENT AGREEMENT FOR UTILITIES TO BE LOCATED ON A TRACT OF LAND BEING LOT 30, BREEZEWAY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREFORE RECORDED IN VOLUME 138, PAGE 160-A, HAYS COUNTY DEED RECORDS, A PROPERTY OWNED BY PAISLEY JEROME E (LIFE ESTATE).**

**WHEREAS**, the City of Wimberley has been in negotiations with various property owners to acquire property for the construction, placement and maintenance of wastewater connection and pipelines for the Central Wimberley Wastewater Project as approved by this City Council; and

**WHEREAS**, it is necessary for the City to acquire certain easements in connection with this Project.

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

**SECTION 1.** That the City Council of Wimberley accepts the dedication of the easement made by Paisley Jerome E (Life Estate) to the City, a description of said property being fully set forth in the attached Exhibit “A” for the purposes provided therein.

**SECTION 2.** The Mayor is hereby authorized to execute the dedication instrument and all related documents on behalf of the City to formalize this acceptance.

**PASSED, APPROVED, AND ADOPTED** on this 15<sup>th</sup> day of November, 2018, at a regular meeting of the City Council of the City of Wimberley, Texas, which meeting was held in compliance with the Open Meetings Act, *Tex. Gov’t Code*, §551.001, et.seq. at which meeting a quorum was present and voting.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



## **Easement Agreement for Utilities**

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

Date: \_\_\_\_\_, 2018

**GRANTOR:** Kent Paisley and Kimberly Paisley

**GRANTOR'S MAILING ADDRESS:**

Kent Paisly  
18812 Manga Way  
Pflugerville, Texas 78660

Kimberly Paisly  
221 Linden Lane  
San Marcos, Texas 78666

**GRANTEE:** City of Wimberley

**GRANTEE'S MAILING ADDRESS:** P. O. Box 2027, Wimberley, Texas 78676

**GRANT:** Grantor has GRANTED, SOLD, and CONVEYED, and does hereby GRANT, SELL, and CONVEY, unto Grantee, an easement and right-of-way for the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of a wastewater collection line, appurtenances and facilities in, on, under, over and through that tract of land being Lot 30, Breezeway Subdivision, according to the map or plat thereof recorded in Volume 138, Page 160-A, Hays County Deed Records.

**DESIGNATION OF COURSE:** The easement and right-of-way hereby granted (the "Easement") shall be limited to Fifteen feet (15') in width and generally follow the north line of Lot 30, extending from Blue Heron Run, to a point to be determined during installation of the wastewater collection line. Grantee is hereby authorized to designate the course of the Easement herein conveyed subject to the approval of Grantor, except that when the wastewater collection line is installed, the Easement herein granted shall be limited to a strip of land fifteen (15') feet in width the centerline of such Easement being the wastewater collection line as installed. Upon completion of construction of the wastewater collection line, Grantee will have the easement area surveyed at Grantee's expense, and an Amendment to this Easement will be executed by Grantor and Grantee and recorded in the Official Public Records of Hays County, Texas, designating the exact location of the wastewater collection line easement as it installed in the ground. The easement will.

**TEMPORARY CONSTRUCTION EASEMENT:** During the period of construction of the wastewater collection line, the Easement will be extended an additional twenty (20') feet in width. Upon completion of all construction and the restoration of the surface to its preconstruction condition, the construction easement (the extra 20 feet) will revert to Grantor and will not be available to Grantee without future consent of Grantor, which consent will not be

unreasonably withheld if the easement is necessary for future construction to maintain, repair or replace the wastewater collection line.

**CONSIDERATION:** Ten dollars (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which is hereby acknowledged by Grantor.

**PURPOSE:** The Easement may be used for the purpose of laying, constructing, installing, maintaining, inspecting, operating, protecting, repairing, replacing, altering, changing the size of, relocating (but only within the existing easement), substituting and/ or removing the wastewater collection line and any appurtenant materials (including, but not limited to, associated valves, fittings, casings, and structural supports), apparatuses and/ or facilities common to and as may from time to time be deemed necessary by the Grantee in connection with the use, operation, transportation and furnishing of wastewater services to customers in Grantee's service area, including Grantor, as hereinafter provided.

**RESERVATIONS FROM CONVEYANCE:** None

**TERMS AND SPECIAL CONDITIONS:**

1. Restoring the Surface of the Easement: By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Easement (including the asphaltting of any roads or drives affected) to substantially the same condition as existed prior to such work; that it shall bury the wastewater collection line and service lines (but not those surface appurtenances, including valve stems, signs, and other facilities as are reasonably necessary for operation of the collection line) located within the Easement so that such lines will not create a nuisance; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof.

2. Duration of Easement. The duration of the Easement is perpetual.

3. Reservation of Rights. Grantee's right to use the Easement is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement in conjunction with Grantee as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement by Grantee for the Easement Purpose.

4. Improvement and Maintenance of Easement and Facilities. Improvement and maintenance of the Easement and the Facilities will be at the sole expense of Grantee. Grantee has the right to eliminate any encroachments into the Easement. Grantee must maintain the Easement in a neat and clean condition. Grantee has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Grantee's sole discretion, subject to performance of Grantee's obligations under this agreement. Grantee has the right to remove trees (except for any pecan tree, oak tree or cypress tree which will require the approval of Grantor) or other vegetation, or obstructions, or to remove or relocate any fences within the Easement or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the

Facilities, subject to replacement of the fences to their original condition on the completion of the work.

5. Waiver of Property: Given the significance of this Easement coupled with the fact that the house located on the Property is not occupied, Grantor is hereby granted a waiver (“Waiver”) from the mandatory hook-up to remain in effect as long as Grantor owns the Property. Grantor’s Property subject to this waiver is identified as Tract One, Tract Two and Tract Three as described in that certain Special Warranty Deed dated December 8, 2015, executed by Jerome E. Paisley to Kent Paisley and Kimberly Paisley recorded in Volume 5403, Page 465, Official Public Records, Hays County, Texas. The Waiver is personal to Grantor and is only in effect while Grantor owns the Property.

6. Indemnity: To the extent permitted by law, Grantee, its successors and assigns, will defend and indemnify Grantor against any liabilities, claims, demands or damages to the extent such loss or damages are caused by any wrongful or negligent act or admission of Grantee, its agents or employees in the course of its exercise of rights granted by this Easement.

7. Right to Grant Additional Use Within Easement. Grantor, their heirs, successors and assigns, will have the right to grant to others the right to place, install, and maintain utilities within the easement as long as it does not interfere with or impede the use of the easement by the City for the wastewater collection line. In such event, written notice will be given to Grantee by Grantor detailing the purpose for which the easement will be used, the facilities to be placed within the easement, the spacing from the wastewater collection line and any other information necessary to protect the interest of the City and to allow for proper coordination.

**HABENDUM AND WARRANTY:** TO HAVE AND HOLD the Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns for so long as any wastewater collection line or facilities are located and operated thereon. Grantor binds Grantor and Grantor’s heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee’s successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement by, through or under Grantor but not otherwise, except as to the Reservations from Conveyance and Exceptions to Warranty.

**SUCCESSORS AND ASSIGNS:** The Easement granted hereby and all of the rights, agreements, and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the property across which the Easement runs, and the Grantee, and all of their respective successors, legal representatives, and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

**CONVENANT OF GRANTOR:** Grantor covenants that Grantor is the owner of the above-described lands and that the person signing this easement is authorized to execute the same on behalf of the owner or all the owners of the property.

**ENFORCEMENT:** This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining

orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

**ATTORNEY'S FEES:** If [either/any] party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

**BINDING EFFECT:** This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

**CHOICE OF LAW:** This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

**COUNTERPOINTS:** This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

**WAIVER OF DEFAULT:** It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

**FURTHER ASSURANCES:** Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

**ENTIRE AGREEMENT:** This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property, and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

**LEGAL CONSTRUCTION:** If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

**NOTICES:** Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

**RECITALS:** Any recitals in this agreement are represented by the parties to be accurate and constitute a part of the substantive agreement.

GRANTOR:

\_\_\_\_\_  
Kent Paisley

\_\_\_\_\_  
Kimberly Paisley

GRANTEE:

City of Wimberley

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

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS**

**COUNTY OF \_\_\_\_\_**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2018,  
by Kent Paisley.

\_\_\_\_\_  
Notary Public, State of

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS**

**COUNTY OF \_\_\_\_\_**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2018,  
by Kimberly Paisley.

\_\_\_\_\_  
Notary Public, State of

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF HAYS**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2018  
by Susan Jagers, Mayor of the City of Wimberley, on behalf of said City.

\_\_\_\_\_  
Notary Public, State of Texas

