City of Wimberley

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

REGULAR CITY COUNCIL MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER, WIMBERLEY, TEXAS 78676
THURSDAY, MAY 17, 2018 – 6:00 P.M.

AGENDA

1. **CALL TO ORDER** May 17, 2018 at 6:00 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 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. **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 May 3, 2018.

   B. Approval of minutes from the Special City Council Meeting held May 15, 2018 at 2:00 p.m.

   C. Approval of minutes from the Special City Council Meeting held May 15, 2018 at 2:15 p.m.

7. **CITY ADMINISTRATOR REPORT**

   Update regarding the status of the Central Wimberley Wastewater Project and other pertinent topics

8. PUBLIC HEARINGS AND POSSIBLE ACTION

A. Hold a public hearing and consider approval regarding case ZA-18-003, proposing an ordinance amending Ordinance No. 2015-010, which amended Ordinance No. 2009-046, which amended Ordinance No. 08-003, which amended Ordinance No. ZA-06-013, which designated real property located on approximately 15.4 acres, more commonly known as 14100 Ranch Road 12, Wimberley, Hays County, Texas, as a Wimberley Planned Development District with a base zoning of Commercial-Moderate Impact (C-2), and imposed certain development regulations. This amendment proposes to include curbside pickup and associated signage; and providing for the following: delineation on zoning map; findings of fact; severability; effective date and proper notice and meeting. *(Brookshire Bros., Applicant)*

B. Hold a public hearing and consider making a recommendation to City Council regarding case ZA-18-005, an application to change the zoning from Single-Family Residential 1 (R-1) to Residential Acreage (RA) for property located at 395 Rocky Springs 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. *(City of Wimberley, Applicant)*

C. Hold a public hearing and consider making a recommendation to City Council regarding the proposed subdivision of 3.00 acres out of the H. Keiser Survey No. 60, Abstract No. 271, establishing the Careway Plat #1, and related variance request from the City Subdivision Code Requirements relating to lot shape and average depth to average width ratio. *(Wimberley SLF, LLC, Applicant)*

9. DISCUSSION AND POSSIBLE ACTION

A. Discuss and consider possible action regarding Wimberley 4H event signs for the annual Memorial Day Rodeo. *(Public Works Director Aaron Reed)*

B. Discuss and consider possible action regarding a request to operate a shaved ice trailer at 111 Old Kyle Road in Wimberley, Texas. *(Jesse Manning/Kona Ice, Applicant)*

C. Discuss and consider possible action regarding a site development plan on a 3.00-acre tract out of the H. Keiser Survey No. 60, Abstract No. 271. *(Wimberley, SLF, LLC, Applicant)*

D. Discuss and consider possible action to award the grant administration services contract for the preparation of the City of Wimberley's HMGP Application for Harvey DR 4332 and General Land Office Community Development Block Grant Disaster Relief 2016 & Harvey 2017 and subsequent contract implementation if application is funded and the administration of the City's Texas Water Development Board Sewer Project. *(City of Wimberley)*

E. Discuss and consider possible action regarding the paving of Hidden Valley Road. *(Place Two Council Member Craig Fore)*

F. Discuss and consider possible action regarding a Unification Program for the City of Wimberley. *(Place Four Council Member Gary Barchfeld)*

10. CITY COUNCIL REPORTS

A. Announcements

B. Future agenda items

11. ADJOURNMENT

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

CERTIFICATION

I hereby certify the above Notice of Meeting was posted on the bulletin board at Wimberley City Hall, a place convenient and readily accessible to the general public at all times, and to the City's website, www.cityofwimberley.com, in compliance with Chapter 551, Texas Government Code, on Monday, May 14, 2018, by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Laura J. Calcote

Laura J. Calcote, 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 for information. Hearing-impaired or speech-disabled persons equipped with telecommunication devices for the deaf may call (512) 272-9116 or may utilize the stateside Relay Texas Program.

City Council Agenda Form

Date Submitted: May 15, 2018

Agenda Date Requested: May 17, 2018

Project/Proposal Title: CONSENT AGENDA

Council Action Requested:
☐ Ordinance
☐ Resolution
☒ Motion
☒ Discussion

Project/Proposal Summary:

Please see attached minutes from one meeting:

- Regular City Council held May 3, 2018

The minutes from the other two meetings held on May 15, 2018 will be sent in a separate email before the meeting.

City of Wimberley

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

REGULAR CITY COUNCIL MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER, WIMBERLEY, TEXAS 78676
THURSDAY, MAY 3, 2018 – 6:00 P.M.

MINUTES

CALL TO ORDER
Mayor Pro Tem Steve Thurber called the meeting to order at 6:00 p.m.

CALL OF ROLL

Council Members Present:	Steve Thurber	Place One
	Craig Fore	Place Two
	Allison Davis	Place Three
	Gary Barchfeld	Place Four
	Roberta Holland	Place Five
Council Members Absent:	Mac McCullough	Mayor

City Staff Present: Shawn Cox, City Administrator
Laura Calcote, City Secretary
Sandy Floyd, Planning & Development Coordinator/GIS Analyst
Rebecca Manning, Parks Director

INVOCATION
Council Member Gary Barchfeld gave the invocation.

PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG
Mayor Pro Tem Steve Thurber led the pledges to the United States and Texas flags.

PROCLAMATION
Mayor Pro Tem read aloud and presented Lupus Awareness Foundation of American representative, Angelica Garza, a proclamation of the City of Wimberley, Texas proclaiming May 18, 2018 as Put on Purple Day to support the cause of raising awareness of lupus and its brutal impact.

PRESENTATION AND POSSIBLE ACTION
Boy Scout Liam McLemore presented his proposed Eagle Scout Project regarding a kiosk and chimney swift at Cypress Creek Nature Trail and Preserve Park.
Motion to approve Liam McLemore's Eagle Scout Project at Cypress Creek Nature Trail and Preserve Park was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Roberta Holland. Motion carried unanimously (5-0).

CITIZENS COMMUNICATIONS

There were no citizen's comments.

EXECUTIVE SESSION

The City Council adjourned into Executive Session at 6:10 p.m. in accordance with Texas Government Code, Chapter 551, Subchapter D, for the following purposes:

A. Executive Session pursuant Section 551.071 of the Texas Government Code for Consultation with Attorney to receive legal advice about litigation in Case No. 16-2419; Risoli v. City of Wimberley and Wimberley Board of Adjustment; 207th District Court, Hays County, Texas.

B. Executive Session pursuant Section 551.071 of the Texas Government Code for Consultation with Attorney to receive legal advice about litigation in Case No. 13-0895-C; Creekhaven, LLC, and William D. Appleman v. City of Wimberley Board of Adjustment.

Regular Session reconvened at 6:23 p.m.
No action was taken.

CONSENT AGENDA

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

Approval of minutes from the Regular City Council Meeting held April 19, 2018.

CITY ADMINISTRATOR REPORT

City Administrator Shawn Cox updated Council regarding the status of the Central Wimberley Wastewater Project. Mr. Cox stated he had been meeting with some of the merchant owners on the Wimberley Square to answer questions about the Project. Additionally, Mr. Cox and City Secretary Laura Calcote provided an update on the upcoming City Elections on May 5th.

PUBLIC HEARING AND POSSIBLE ACTION

Hold a public hearing and consider approval regarding case CUP-18-007, an application for a Conditional Use Permit to allow for a vacation rental on property zoned Single-Family Residential 3 (R-3) for property located at 150 Dobie Dr., Wimberley, Hays County, Texas; and providing for the following: delineation on zoning map; findings of fact; severability; effective date and proper notice and meeting. *(David Brown, Applicant)*

Planning & Development Coordinator/GIS Analyst Sandy Floyd presented the Conditional Use Permit to allow for a vacation rental 150 Dobie Drive. This item had been carried forward from the previous City Council meeting on April 19th. The Planning and Zoning Commission had unanimously recommended Council approval for the CUP.
Mayor Pro Tem Steve Thurber opened the public hearing at 6:28 p.m.
There were four citizen's comments. First, Maile Campbell spoke against the rezoning application, due to traffic concerns in the area. Next, applicant, Sally Brown, addressed Council in favor of the vacation rental. Mrs. Brown presented a letter of support from a neighbor for the CUP. Applicant, David Brown, also spoke in favor of the application. Lastly, Lon Bozarth, a neighbor of the applicants, spoke in favor of the CUP.
Mayor Pro Tem Steve Thurber closed the public hearing at 6:40 p.m.
There was discussion among Council members regarding the application.

Motion to approve was made by Council Member Gary Barchfeld. Motion was seconded by Council Member Roberta Holland. Motion carried unanimously (5-0).

DISCUSSION AND POSSIBLE ACTION

A. Discuss and consider possible action to approve the second and final reading of Ordinance No. 2018-11, amending Chapter 50, Section 50.63(B)(2) of the Code of Ordinances, establishing the requirements for mandatory connection to a public wastewater system. *(City Administrator Shawn Cox)*
There was discussion among Council concerning language within the Ordinance, which would allow the City Administrator to waive certain requirements for connecting to the sewer service in the extraterritorial jurisdiction. The decision was to strike such language from the Ordinance.
Motion to approve Ordinance No. 2018-11, with amendments, was made by Council Member Craig Fore. Motion was seconded by Council Member Allison Davis. Motion carried unanimously (5-0).

B. Discuss and consider possible action regarding an annual contract with Friends of Blue Hole for their sponsorship of the Concert in the Park series at Blue Hole Regional Park. *(Place One Council Member Steve Thurber)*
Motion to approve the City Administrator to negotiate the terms of the annual contract with Friends of Blue Hole for their sponsorship of the Concert in the Park series at Blue Hole Regional Park was made by Council Member Allison Davis. Motion was seconded by Council Member Roberta Holland. Motion carried unanimously (5-0).

CITY COUNCIL REPORTS

A. Announcements – Mayor Pro Tem Steve Thurber provided an update regarding the Cypress Creek Watershed Protection Plan Stakeholders Committee Meeting held May 3rd.

B. Future agenda items – None.

ADJOURNMENT

Mayor Pro Tem Steve Thurber adjourned the meeting at 6:49 p.m., without objection.

RECORDED BY:

_____

Laura J. Calcote, City Secretary

APPROVED BY:

_____

Herschel P. "Mac" McCullough, Mayor

DRAFT

City Council Agenda Form

Date Submitted: May 15, 2018

Agenda Date Requested: May 17, 2018

Project/Proposal Title: CITY ADMINISTRATOR REPORT

Council Action Requested:
- ☐ Ordinance
- ☐ Resolution
- ☐ Motion
- ☒ Discussion

Project/Proposal Summary:

City Administrator Shawn Cox will provide an update to City Council regarding the Central Wimberley Wastewater Project status and answer questions related to the Project. Mr. Cox will also update Council on other pertinent topics for the City.

Report for WPDD Amendment ZA-18-003

Summary:

An application for a fourth amendment to the existing Wimberley Planned Development District (WPDD) with base zoning of Commercial – Moderate Impact (C2) at 14100 RR 12.

Applicant Information:

Applicant: Brookshire Bros.
1201 Ellen Trout Dr.
Lufkin, TX 75904

Property Owner: Brookshire Investments Co.

Subject Property:

Legal Description: Lot 1, Brookshire Brothers Subdivision No. 67
Location: 14100 RR 12
Existing Use of Property: Grocery Store
Existing Zoning: Wimberley Planned Development District (WPDD) with a base zoning district of Commercial – Moderate Impact (C2)
Proposed Use of Property: N/A
Proposed Zoning: Amendment to WPDD, see comments
Planning Area IV
Overlay District N/A

Surroundings:

Frontage On: Ranch Road 12
Area Zoning and Land Use Pattern:

	Current Zoning	Existing Land Use
N of Property	C2	Commercial
S of Property	C1, C2	Commercial
E of Property	PR2	Public
W of Property	C2	Commercial

Legal Notice

200' Letters 04/17/18
Published 04/19/18
Sign Placement 04/24/18
Responses None to date

Comments:

The applicant is seeking an amendment to an existing Wimberley Planned Development District (WPDD) with C2 base zoning for property located at 14100 RR 12. The original WPDD was approved by City Council in 2006 and has since been amended a few times for alcohol related sales. It is back before you for a fourth amendment request to include curbside grocery pickup with associated signage.

Signage proposal includes the following:

- 88.65 square foot, lit wall sign with a grocery cart image and wording of "Online Pickup"
- Nine to twelve 30" x 20" wayfinding signs

- Four 30” x 20” parking spot designation signs and associated ground signs
- 5’ x 5’ awning over designated curbside pickup door

May 10th, the Planning & Zoning Commission voted 6-0-0 to recommend approval of the following:

- 50 square foot, lit wall sign with a grocery cart image and text “Online Pickup” and “Brookshire Brothers”
- Parking, wayfinding, and awning as presented in application

City Staff recommends approval.

Brookshire Brothers

BROOKSHIRE BROTHERS, INC.
1201 ELLEN TROUT DRIVE
LUFKIN, TEXAS 75904

March 16, 2018

Sandy I. Floyd
Planning & Development Coordinator/GIS Analyst
City of Wimberley
P.O. Box 2027
221 Stillwater, Wimberley, TX 78676

Re: Brookshire Brothers, 14100 Ranch Road 12, Wimberley, Texas

Dear Ms. Floyd,

Brookshire Brothers respectfully submits its request for approval of an amendment to its current WPDD in order to implement curbside pick-up in connection with its new on-line shopping service. As a long-time business in the community, we are excited to extend this time-saving service to our Wimberley shoppers.

Our plans include the following:

- The area designated for pick-up will be located on the north (left) side of the existing building.
- An existing door on this side of the building will be utilized for the curb-side deliveries.
- A small awning (5' x 5') will be added above this door.
- Four (4) parking spots adjacent to this designated door will be set-aside and designated by signs as reserved for e-commerce pick-up.
- Signage will be added in the main parking lot and on the front of the building to direct customers to the curb-side delivery area.

There will be <u>no</u> additional square footage added to the existing building.

Attached to this request, please find the following exhibits:

- Exhibit A - Mock-up of Front of Store showing proposed signage and spec of this sign. This sign will be affixed to the building as shown. It will be approximately 57" tall x 8' long with 2' "ONLINE PICKUP" in White Channel Letters

- <u>Exhibit B</u> - Design for directional signs. These signs would be 20" wide x 30" tall. They will be mounted on the light poles. There will be between 9 and 12 of these signs.

- <u>Exhibit C</u> - Ariel view of Store showing proposed locations of signs to be placed on lamp post directing customer to the curb-side pick-up area

MAILING ADDRESS: P.O. BOX 1688 • LUFKIN, TX 75902 • (936) 634-8155

- Exhibit D - Design for parking spot bollard and ground signs. There will be 4 of these on the parking spots. The bollard signs are 20" wide x 30" tall and will have a phone number in the blank spot at the bottom. The ground sign is approximately 6' wide and 11' long.

- Exhibit E - awning over curb-side pick-up designated door. As stated above, the awning is 5' x 5'.

Enclosed please find our check in the amount of $500 for the amendment.

Founded in 1921, Brookshire Brothers is a 100 % employee-owned, community-centered grocer based in Lufkin, Texas. We are committed to quality and service in our stores, and we are known for our good food and our good people doing good deeds in their communities.

Please contact the undersigned with any questions or if you need additional information.

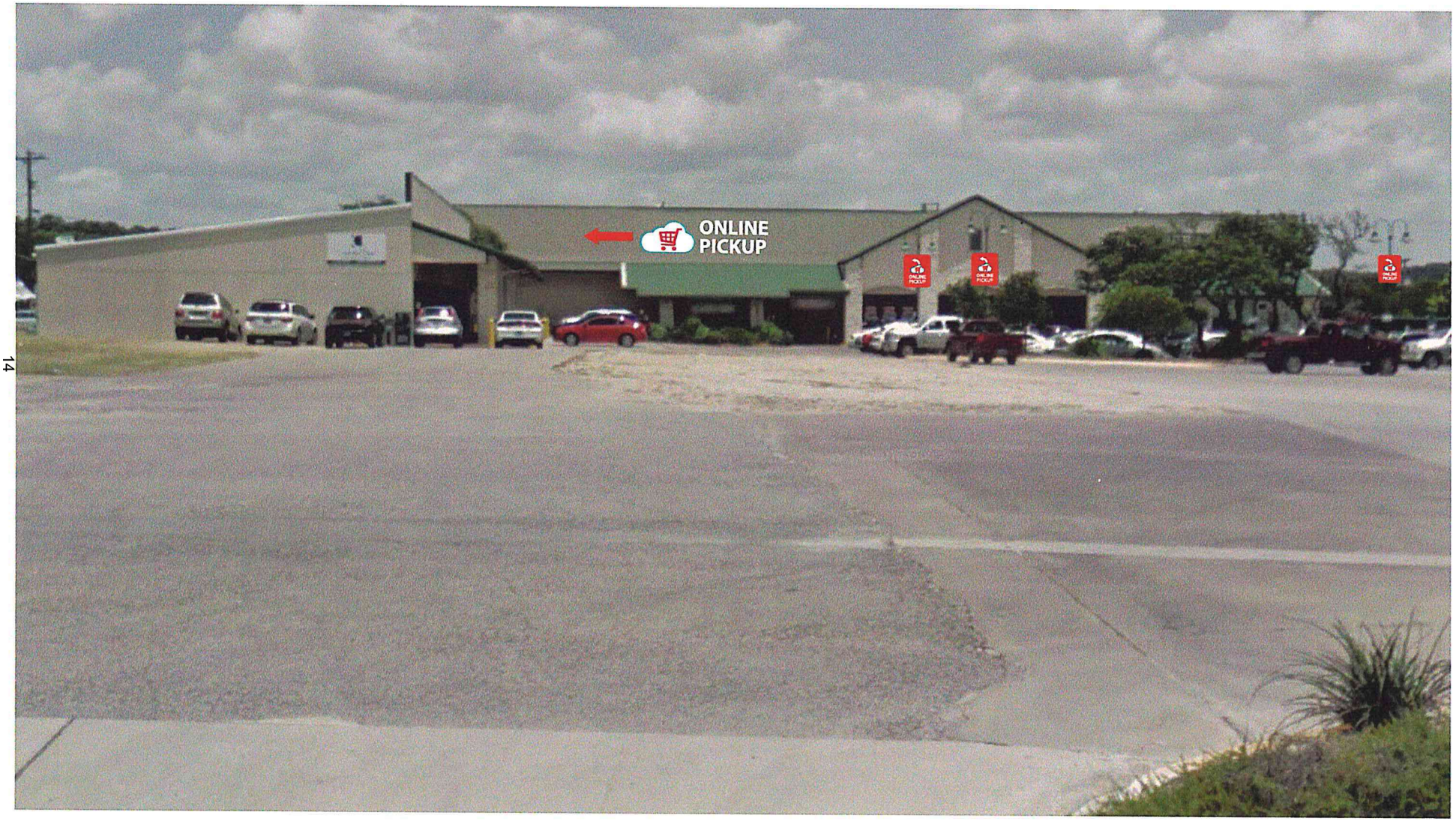
Thank you.

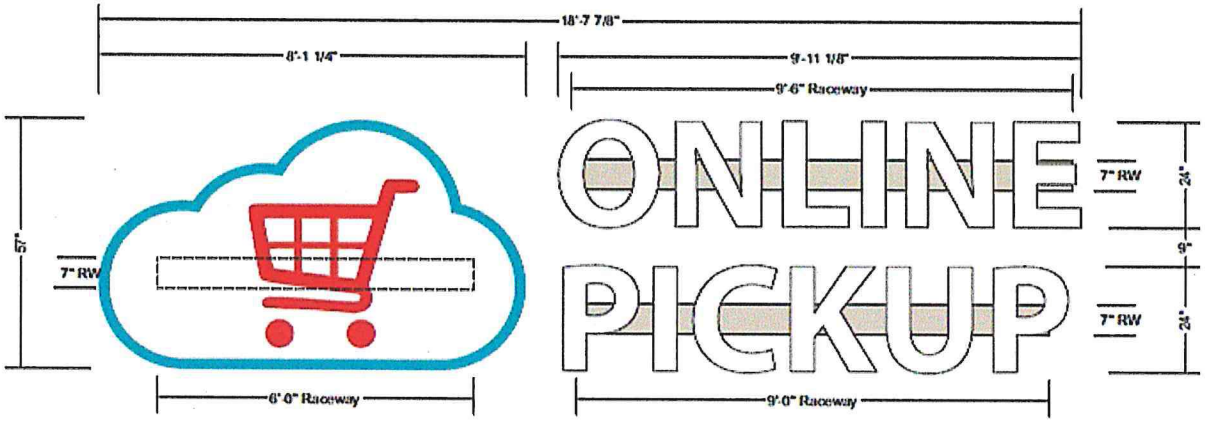
Very truly yours,

Sally Alvis

Sally Alvis
Senior Director of Marketing and Public Relations
Brookshire Brothers, Inc.
1201 Ellen Trout Drive
Lufkin, Texas 75904
[redacted]

Exhibit A


ONLINE
PICKUP



A **FACE LIT CHANNEL LETTERS and LOGO [88.65 SQ FT]**

QTY: ONE (1)

Scale: 3/8"=1'-0"

Exhibit B

Design:

Exhibit C

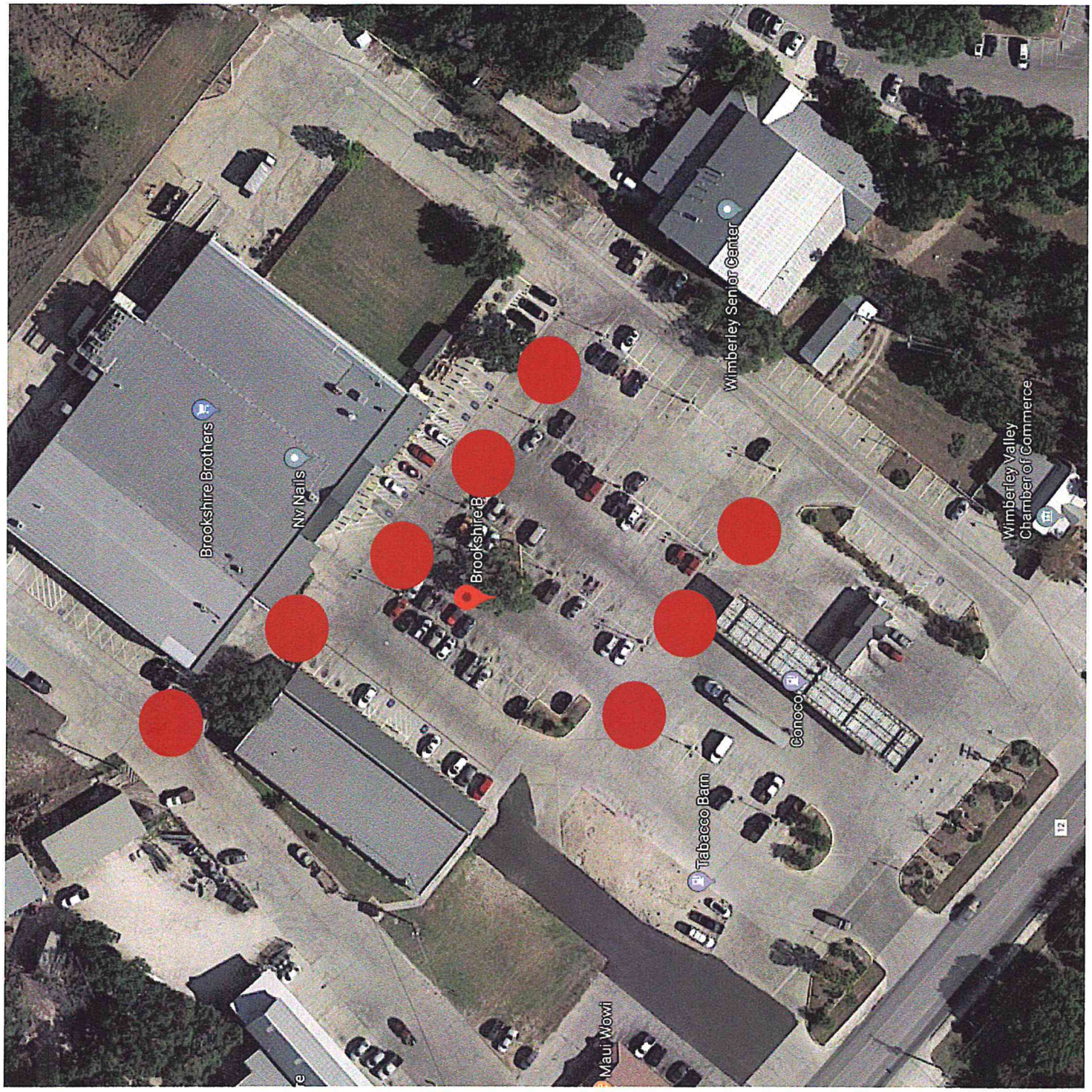

Brookshire Brothers
Nv Nails
Brookshire B
Wimberley Senior Center
Wimberley Valley
Chamber of Commerce
Conoco
Tiabacco Barn
Maui Wowi

Exhibit D

Brookshire Brothers

anywhere

Groceries on the go

RESERVED

online order pickup

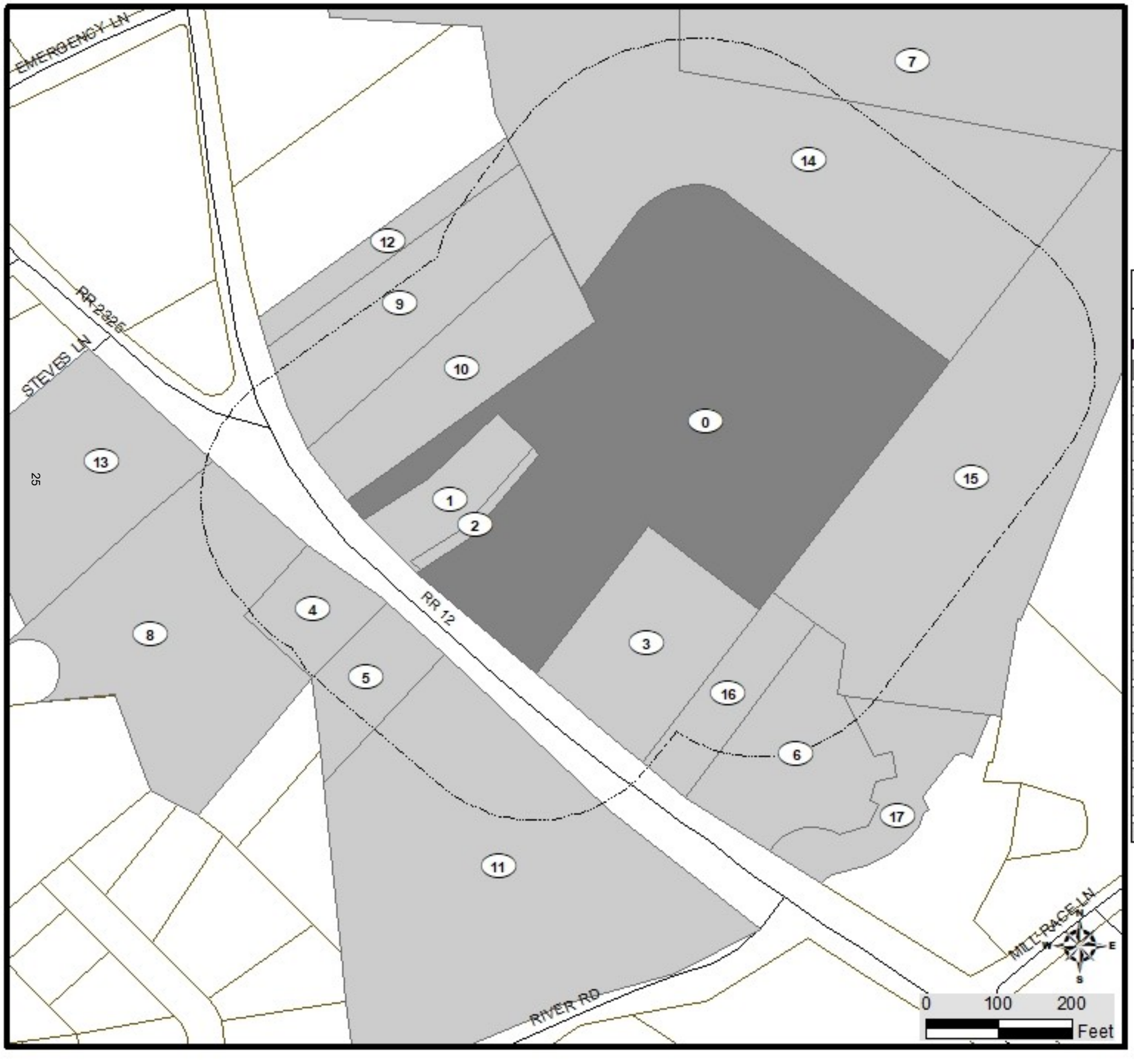
Spot: A

for order pickup text or call:

RESERVED
C
RESERVED
D
anywhere
ONLINE
PARKING

Exhibit E

ZA-18-003 ~ 14100 RR 12



Incorporated May 6, 2000

200' NOTIFICATION

Legend

200' Buffer

ID. OWNER

0. BROOKSHIRE INVESTMENTS CO
1. BROOKSHIRE BROTHERS LTD
2. BROOKSHIRE BROTHERS LTD
3. BROOKSHIRE INVESTMENTS CO
4. FORISTER TRIGG & ELLA D
5. GENERAL TELEPHONE CO OF THE SOUTHWEST
6. INSTITUTE OF CULTURES FOR THE WIMBERLEY VALLEY
7. JOHNSON, WM PARKS
8. JONES, JOHN M
9. KING FEED COMPANY INC
10. KING FEED COMPANY INC
11. OZONA NATIONAL BANK
12. PEDERNALES ELECTRIC COOP INC
13. SHRAVI & SHIVANI LTD
14. SUNNYVALE LANDCO LLC
15. CITY OF WIMBERLEY
16. WIMBERLEY CNVNTION & VISITORS BUREAU FNDTN
17. WIMBERLEY SENIOR CITIZEN ACTIVITIES INC

City of Wimberley

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

April 17, 2018

NOTICE OF PUBLIC HEARING

Re: **File No. ZA-18-003**
14100 RR 12
Request for an amendment to the 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 applicant, Brookshire Brothers, has requested an amendment to their existing WPDD with base zoning of Commercial-Moderate Impact (C2) at 14100 RR 12. This amendment proposes to include curbside pick-up and associated signage. The City Planning & Zoning Commission will consider these requests on **Thursday, May 10, 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, May 17, 2018**, at **6:00 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,

Sandra I Floyd

Sandy I. Floyd
Planning & Development Coordinator
GIS Analyst
sfloyd@cityofwimberley.com

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

NOTICE BY SIGN POSTING

Date: 04/24/2018

Zoning No: ZA-18-003 Owner _____

To: Code Enforcement/Public Works

Please place a Proposed Zoning Sign on the following property

( ) Project Site Address 14100 RR-12

located on _____

Aaron Reed
Public Works/ Code Enforcement

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

April 24, 2018

Signature

Proposed
Zoning
PUBLIC HEARING
For information Contact
The City of Wimberley
(512) 847-0025
Please Refer to File Number...
ZA-18-003
City of
Wimberley
Do Not Remove
04/24/2018

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Public Notice

Public Notice

Public Notice

Public Notice

Public Notice

Public Notice

8676	Wimberley, TX 78676 (8 am – 5 pm) Hays C.I.S.D Administration Office 21003 IH 35 Kyle, TX (8 am – 5 pm) Kyle City Hall 100 W. Center Street Kyle, TX (8 am – 5 pm) Hays County Government Center, Rooms 1 & 2 712 S. Stagecoach Trail San Marcos, TX 78666 (8 am – 5 pm) Texas State University LBJ Student Center 601 University Drive San Marcos, TX 78666 (8 am – 5 pm) Live Oak Health Department 401 A Broadway San Marcos, TX 78666 (8 am – 5 pm)	Wimberley, TX 78676 (8 am – 5 pm) Hays C.I.S.D Administration Office 21003 IH 35 Kyle, TX (8 am – 5 pm) Kyle City Hall 100 W. Center Street Kyle, TX (8 am – 5 pm) Hays County Government Center, Rooms 1 & 2 712 S. Stagecoach Trail San Marcos, TX 78666 (8 am – 5 pm) Live Oak Health Department 401 A Broadway San Marcos, TX 78666 (8 am – 5 pm)
28th	Monday – April 30th	Tuesday – May 1st
ffice Street TX lementary nue n – 2 pm) unity Center d 12 676 eet 2 pm) ernment Center, Trail 8666	D.S.I.S.D Administration Office 510 West Mercer Street Dripping Springs, TX (7 am – 7 pm) Rooster Springs Elementary 1001 Belterra Avenue Austin, TX (7 am – 7 pm) Buda Elementary Upper Campus 300 San Marcos St. Buda, TX (7 am – 7 pm) Wimberley Community Center 14068 Ranch Road 12 Wimberley, TX 78676 (7 am – 7 pm) Hays C.I.S.D Administration Office 21003 IH 35 Kyle, TX (7 am – 7 pm) Kyle City Hall 100 W. Center Street Kyle, TX (7 am – 7 pm) Hays County Government Center, Rooms 1 & 2 712 S. Stagecoach Trail San Marcos, TX 78666 (7 am – 7 pm)	D.S.I.S.D Administration Office 510 West Mercer Street Dripping Springs, TX (8 am – 4 pm) Rooster Springs Elementary 1001 Belterra Avenue Austin, TX (8 am – 4 pm) Buda Elementary Upper Campus 300 San Marcos St. Buda, TX (8 am – 5 pm) Wimberley Community Center 14068 Ranch Road 12 Wimberley, TX 78676 (8 am – 5 pm) Hays C.I.S.D Administration Office 21003 IH 35 Kyle, TX (8 am – 5 pm) Kyle City Hall 100 W. Center Street Kyle, TX (8 am – 5 pm) Hays County Government Center, Rooms 1 & 2 712 S. Stagecoach Trail San Marcos, TX 78666 (8 am – 5 pm)

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, May 10, 2018, at 6:00 p.m.** to consider the following:
ZA-18-003 – an amendment to the Wimberley Planned Development District (WPDD) with base zoning of Commercial – Moderate Impact (C2) at 14100 RR 12. This amendment proposes to include curbside pick-up and associated signage. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a public hearing on **Thursday, May 17, 2018 at 6:00 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 (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 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, May 10, 2018, at 6:00 p.m.** to consider the following:
ZA-18-004 – an amendment to the Wimberley Planned Development District (WPDD) with base zoning of Residential Acreage (RA) at 333 Wayside Dr. This amendment proposes to include beer, wine and alcohol for on-premise consumption. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a public hearing on **Thursday, May 17, 2018 at 6:00 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 (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.

General Help Wanted

Looking for someone to do janitorial work, take out trash, pick up grounds, help with work orders, etc. Must have a clean driving record w/ i nsurance and able to lift 50+lbs. Apply in person, or phone

General Help Wanted

KATE'S PLACE restaurant in Wimberley is currently hiring for dishwashers, cooks and front-of-house food servers. Please stop by the restaurant to apply (600 FM2325) and to talk with Kate.

ORDINANCE NO. 2018-0XX

"Amending Parcel 1, Brookshire Brothers Subdivision No. 67"

AN ORDINANCE OF THE CITY OF WIMBERLEY, TEXAS AMENDING ORDINANCE NO. 2015-010 WHICH AMENDED ORDINANCE NO. 2015-010, WHICH AMENDED ORDINANCE NO. 2009-046, WHICH AMENDED ORDINANCE NO. 2008-003, WHICH AMENDED ORDINANCE NO. ZA-06-013, WHICH DESIGNATED REAL PROPERTY LOCATED ON APPROXIMATELY 15.4 ACRES, MORE COMMONLY KNOWN AS 14100 RANCH ROAD 12, WIMBERLEY, HAYS COUNTY, TEXAS, AS A WIMBERLEY PLANNED DEVELOPMENT DISTRICT (WPDD) WITH A BASE ZONING DISTRICT OF COMMERCIAL-MODERATE IMPACT (C-2) AND IMPOSED CERTAIN CONDITIONS, IN ORDER TO REVISE CERTAIN DEVELOPMENT REGULATIONS TO INCLUDE CURBSIDE PICKUP AS A PERMITTED USE; AND ADD ASSOCIATED SIGNAGE FOR CURBSIDE PICKUP; AND PROVIDING FOR THE FOLLOWING: DELINEATION ON ZONING MAP; FINDINGS OF FACT; SEVERABILITY; EFFECTIVE DATE AND PROPER NOTICE AND MEETING.

WHEREAS, on October 19, 2006, the City Council approved Ordinance No. ZA-06-013 which designated a certain tract of real property as a Wimberley Planned Development District (WPDD) with a base zoning of Commercial-Moderate Impact (C-2); and,

WHEREAS, on January 17, 2008, the City Council approved Ordinance No. 2008-003 amending Ordinance No. ZA-06-013 to add an additional permitted use of alcoholic beverage sales for off-premise consumption; and,

WHEREAS, on November 19, 2009, the City Council approved Ordinance No. 2009-046 amending Ordinance No. 2008-003 to add an additional permitted use of alcoholic beverage sales for limited on-premise consumption; and,

WHEREAS, on April 16, 2015, the City Council approved Ordinance No. 2015-010 amending Ordinance No. 2009-046 to remove limitations of alcoholic beverage sales for on-premise consumption; and,

WHERAS, the property owner wishes to add an additional permitted use to the development of curbside pickup with associated signage which must be reviewed and approved by Council; and,

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 155.062 of the Code, the Wimberley Planned Development District (WPDD) Zoning is permitted in all Planning Areas of the Comprehensive Plan, and the Commercial-Moderate Impact (C-2) zoning district is permitted in Planning Area IV; 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 buildings, as well as encourage the conservation of energy and natural resources; and,

WHEREAS, the proposed layout of buildings provides the most efficient and practical use of the property due to the irregular 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 Lot 1, Brookshire Brothers Subdivision No. 67, more commonly known as 14100 Ranch Road 12, Wimberley, Hays County, Texas, and more particularly described in Exhibit "A" should be amended as described herein, and such amendments are consistent with established City policy and is in the public interest, subject to the conditions stated herein; and to be constructed in accordance with these approved amendments, as listed in subsection B., which is hereby made a part of this 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 May 10, 2018 and May 17, 2018, respectively, notice of which was published in the City's official newspaper before the 15th 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. Section 155 (Zoning) of the Code of Wimberley is hereby amended, which will be incorporated and made part of Section 155 (Zoning), and given full weight and effect, and the property described below is subject to the WPDD amendments described herein in subsection B., and development and construction on the Property shall be in conformance with these approved amendments;

B. WPDD Amendments.

1. Ordinance No. 2015-010, Article II (Amendment), Section B (WPDD Conditions), Subsection 1 (Permitted uses on the Property), is hereby amended to add the following permitted use: "d. Curbside pick-up."

2. Ordinance No. 2015-010, Exhibit "B" (Design Standards), Section A (1) (Development Requirements), are hereby amended to permit the following:
   a. One (1) illuminated sign with a maximum size of fifty (50) square feet.
   b. Up to four (4) four point one seven (4.17) square foot signs for parking space designation for curbside pick-up.
   c. Up to four (4) sixty-six (66) square foot painted ground signs for parking designation.
   d. Up to twelve (12) four point one seven (4.17) directional signs.

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 19th day of October, 2017, by a vote of 5 (Ayes) to 0 (Nays) 0 (Abstain) vote of the City Council of the City of Wimberley, Texas

CITY OF WIMBERLEY

BY:_____
Susan Jaggers, Mayor

ATTEST:

_____
Laura Calcote, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

VOL: 16 PG: 39

FINAL PLAT
BROOKSHIRE BROTHERS SUBDIVISION NO. 67

A SUBDIVISON OF 15.402 ACRES OF LAND IN THE BENJAMIN PAGE SURVEY, A-365
AND IN THE AMASA TURNER SURVEY, A-461, CITY OF WIMBERLEY, HAYS COUNTY, TEXAS.

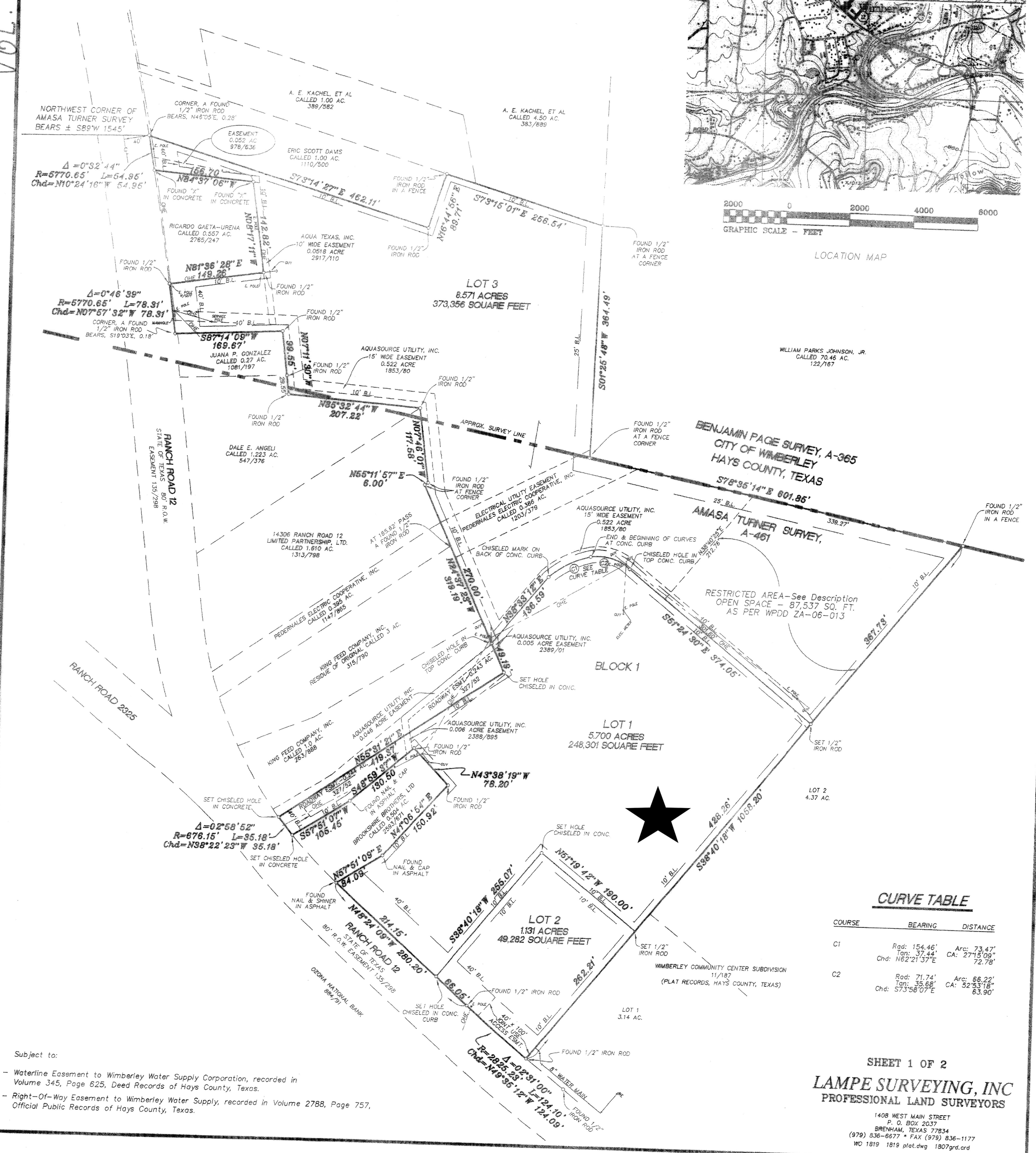
100 0 100 200 300
GRAPHIC SCALE – FEET

Bearings are based on record calls of the original tract called 15.399 acres (1247/117, Official Public Records of Hays County, Texas).

LEGEND

B.L. – Building Setback Line
Approx. – Approximate
1247/117 – Volume/Page *
* D.R.H.C., Tx. – Deed Records of Hays County, Texas
* O.P.R.H.C., Tx. – Official Public Records of Hays County, Texas
Ac. – Acre
Sq. Ft. – Square Feet
OHE – Overhead Electric

LOCATION MAP



CURVE TABLE

COURSE	BEARING	DISTANCE
C1	Rad: 154.46' Tan: 37.44' Chd: N62°21'37"E	Arc: 73.47' CA: 27°15'09" 72.78'
C2	Rad: 71.74' Tan: 35.68' Chd: S73°58'07"E	Arc: 66.22' CA: 52°53'18" 63.90'

Subject to:

- Waterline Easement to Wimberley Water Supply Corporation, recorded in Volume 345, Page 625, Deed Records of Hays County, Texas.
- Right-Of-Way Easement to Wimberley Water Supply, recorded in Volume 2788, Page 757, Official Public Records of Hays County, Texas.

SHEET 1 OF 2

LAMPE SURVEYING, INC
PROFESSIONAL LAND SURVEYORS
1408 WEST MAIN STREET
P. O. BOX 2037
BRENHAM, TEXAS 77834
(979) 836-6677 * FAX (979) 836-1177

WO 1819 1819 plat.dwg 1807grd.crd

Exhibit "A"

Report for Zoning
ZA-18-005

Summary:

A request to change the zoning of property located at 395 Rocky Springs Rd from Rural Residential 1 (R-1) to Residential Acreage (RA)

Applicant Information:

Applicant: City of Wimberley
Property Owner: Kelly & Diana Higgins

Subject Property:

Legal Description: Lot 5, Rocky Springs Subdivision, Section II
Location: 395 Rocky Springs Rd
Existing Use of Property: Residential
Existing Zoning: R-1
Proposed Use of Property: Residential
Proposed Zoning: RA
Planning Area I
Overlay District N/A

Surroundings:

Frontage On: Rocky Springs Rd
Area Zoning and Land Use Pattern:

	Current Zoning	Existing Land Use
N of Property	RA	Residential
S of Property	ETJ	Residential
E of Property	RA	Residential
W of Property	RA	Residential

Legal Notice

200' Letters 04/19/2018
Published 04/19/2018
Sign Placement 04/24/2018
Responses 2 inquiries; 0 objections

Comments:

The applicant, City of Wimberley, has submitted an application to change the zoning for a tract of land located at 395 Rocky Springs Road from Rural Residential 1 (R-1) to Residential Acreage (RA). The requested zoning change is being made to bring the zoning designation for the subject property into compliance with the City's Zoning Ordinance.

The subject property is 10.30 acres in size. Currently, the property is zoned Rural Residential 1 (R-1) which is the zoning designation for residential properties that are between 2 and 5 acres in size. The property should be zoned to Residential Acreage (RA) which is intended for properties greater than 5 acres in size. It appears the zoning error was made when the City initiated residential zoning shortly after incorporation. There have been 2 inquiries into the request and no objections. May 10th Planning & Zoning Voted 6-0-0 to recommend approval. City Staff recommends approval.

ZA-18-005 ~ 395 Rocky Springs Rd

Incorporated May 6, 2000

200' NOTIFICATION

Legend

200' Buffer

ID. OWNER

0. HIGGINS, DIANA & KELLY
1. FORTESCUE, ANN DZILSKY
2. FOSTER, PHILLIP A
3. PATTON THOMAS C
4. PATTON THOMAS C & ANN J
5. REITZ CRAIG N & BARBARA
6. RUIZ ROBERT MICHAEL & DONNA JANE
7. RUIZ ROBERT MICHAEL & DONNA JANE
8. SCHULTZ CLYDE RAYMOND ESTATE
9. TENNYSON, SUSAN E

0 400 800 Feet

N W E S

Incorporated May 6, 2000

City of Wimberley

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

April 19, 2018

NOTICE OF PUBLIC HEARING

Re: File No. ZA-18-005
395 Rocky Springs Rd

Dear Property Owner:

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

The applicant, the City of Wimberley, is proposing to change the zoning from **Rural Residential 1 (R-1) to Residential Acreage (RA)** for property located at 395 Rocky Springs Road. The zoning request will bring the zoning designation for the subject property into compliance with the City's Zoning Ordinance. The City of Wimberley Planning & Zoning Commission will consider this request at a public hearing on **Thursday, May 10, 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, May 17, 2018,** at **6:00 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,

Sandra I Floyd

Sandy I. Floyd
Planning & Development Coordinator
GIS Analyst
sfloyd@cityofwimberley.com

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

NOTICE BY SIGN POSTING

Date: 04/24/2018

Zoning No: 2A-18-005 Owner _____

To: Code Enforcement/Public Works

Please place a Proposed Zoning Sign on the following property

( ) Project Site Address 395 Rocky Springs Rd

located on _____

Aaron Reed
Public Works/ Code Enforcement

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

April 24, 2018

Signature

Proposed
Zoning
PUBLIC HEARING
For information Contact
The City of Wimberley
(512) 847-0025
Please Refer to File Number...
ZA-18-005
City of
Wimberley
Do Not Remove
04/24/2018

Wimberley View

ays.tx.us

e of business on April 24, 2018.

a más tardar para el fin de las horas de negocio el 24 de abril

JED THIS 5th day of April, 2018.
TIDA ESTE DÍA 5 de abril de 2018.

chel P. "Mac" McCullough Mayor
chel P. "Mac" McCullough, Alcalde

c
e

Public Notice

Council of Dripping Springs nd approved the following ice, to take effect 45 days upon publication.
dinance No. 2018-09
ICE OF THE CITY OF DRIPGS, TEXAS AMENDING THE ORDINANCES, CHAPTER 30: .05, MOBILE FOOD VENENDING PROVISIONS FOR OD VENDORS; AND AMENDER 30, EXHIBIT A, APZONING USE REGULATIONS AND PROVIDING FOR THE FINDINGS OF FACT; REPEALER; SEVERABILCATION; EFFECTIVE DATE; NOTICE & MEETING.

UBLIC NOTICE

has been made Texas Alcoholic Beverission for a Wine & tailer's Permit and License by Beer oject, LLC dba The Project, to be 01 Deer Lake Wimberley, 78676, nty, Texas. Officers oration are Max member, Kathryn Saember, and Steven ember.

General Help Wanted

DQ
That's What it's About Round

JOHNSON CITY DQ NOW HIRING

TEAM MEMBERS
•DAY & WEEKEND HELP NEEDED•

IMMEDIATE OPENINGS
Day, Night and Weekend Shifts Available.

Why Work At Dairy Queen: Committed to 49 years of Excellence.

What We Offer: Competitive Pay, Medical, Dental and Vision Benefits, Paid Holidays and Vacation, Incentive Pay Potential and Career Advancement.

Positions for Management and Team Members available in other locations

Apply Online
www.richesmdq.com

General Help Wanted

MARCOS RESTAURANT
is Hiring Servers.
Make up to
$13 - $15 per hour.
512-800-3289

Now Accepting Applications!

Public Notice **Public Notice**

NOTICE OF PUBLIC HEARING
(Request for Zoning)

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, May 10, 2018, at 6:00 p.m.** to consider the following:
ZA-18-005 – a request to change the zoning from Rural-Residential 1 (R-1) to Residential Acreage (RA) for property located at 395 Rocky Springs Rd. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a public hearing on **Thursday, May 17, 2018, at 6:00 p.m.** at City Hall.
Comments on this request from any member of the public may be presented in person at City Hall, by mail (PO Box 2027), or by email (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 APPLICATION TO SUBDIVIDE

An application has been filed with HAYS COUNTY to subdivide 4.62 acres of property located at 100 Oak Valley Dr., Wimberley, TX 78676. Information regarding the application may be obtained from Hays County Development Services (512) 393-2150. Tracking number: SUB-1020.

Drivers

DRIVERS: LOCAL
Class A CDL
Route Drivers.
New Yearly Bonus!
Home EVERY Night!
Excellent Pay & Bonuses, Full Benefits.
Apply@ apply.labattfood.com

General Help Wanted

BRAND NEW SENIOR COMMUNITY
in Dripping Springs
P/T Porter/
Maintenance Tech

Classifieds Work!

Public Notice **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, May 10, 2018, at 6:00 p.m.** to consider the following:
S-17-011 – an application for a subdivision and an associated variance from Section 154.063(c) of the City Subdivision Code requiring lots to be rectangular in size and conform to the average depth to average width ratio on 3.00 acres of land out of the H. Keiser Survey No. 60, Abs. No. 271 in the City of Wimberley. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a public hearing on **Thursday, May 17, 2018, at 6:00 p.m.** at City Hall. Comments on this request from any member of the public may be presented in person at City Hall, by mail (PO Box 2027), or by email (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.

General Help Wanted **General Help Wanted**

Hill Country MHDD Centers
HILL COUNTRY MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES CENTERS
Area Directors
****
Expanding Non-profit provider of Behavioral Health Services has 2 Immediate openings for Area Directors.
This is an exciting Full-time opportunity for a qualified candidate to direct our IDD Program in Comal or Hays Counties. Eligible candidates must possess a Bachelor's Degree in a related program. Experience with HCS & Texas Home Living Programs Preferred. Very Competitive Compensation with Excellent Benefit Plans.
Apply online @ www.hillcountry.org
****
Hill Country MHDD Centers is an EOE

ORDINANCE NO. 2018-0XX

AN ORDINANCE OF THE CITY OF WIMBERLEY, AMENDING SECTION 155 (ZONING), APPENDIX F, OF THE CODE OF WIMBERLEY, DESIGNATING GEOGRAPHIC BOUNDARIES FOR A PARTICULAR ZONING DISTRICT AND CLASSIFICATION FOR PROPERTY LOCATED AT 395 ROCKY SPRINGS ROAD, WIMBERLEY, HAYS COUNTY, TEXAS, DESIGNATING SUCH PROPERTY FROM RURAL RESIDENTIAL 1 (R-1) TO RESIDENTIAL ACREAGE (RA); AND PROVIDING FOR THE FOLLOWING: DELINEATION ON ZONING MAP; SEVERABILITY; EFFECTIVE DATE AND PROPER NOTICE AND MEETING.

WHEREAS, the regulations established by Section 155 (Zoning), 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 gave 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 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, the City Council and Planning and Zoning Commission have carefully reviewed the requirements of the City's Code of Ordinances and have concluded that the requested zoning designation is consistent with established City policy and in the public interest; 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, notice of which was published in the City's official newspaper before the 15th 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. AMENDMENT

Section 155 (Zoning) of the Code of Wimberley is hereby amended by adding the following language to Appendix F to read as follows, which shall be incorporated into and made part of Section 155 (Zoning), and given full weight and effect:

Appendix F: Zoning District Designations

The City Council of the City of Wimberley has divided the City into the zoning districts as follows. The applicable use, height, area and development regulations adopted by the City shall apply to each district. The following geographic boundaries of the zoning districts for the properties listed below are hereby established as follows:

> THAT the 10.30 acres out of Lot 5 Rocky Springs Subdivision Section II, in Wimberley, Hays County, Texas, according to the map or plat thereof recorded in Hays County Plat Records, commonly known as 395 Rocky Springs Road, and more particularly described by survey on the attached Exhibit "A", incorporated by reference for all purposes, is hereby designated from Rural Residential 1 (R-1) to Residential Acreage (RA) zoning classification.

Except as expressly amended herein, Appendix F shall remain in full force and effect.

ARTICLE II. ZONING DISTRICT MAP

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

ARTICLE III. 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.

IV. EFFECTIVE DATE

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

ARTICLE V. 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 17th day of May, 2018, by (Ayes) to (Nays) (Abstain) vote of the City Council of the City of Wimberley, Texas.

CITY OF WIMBERLEY

BY:_____

_____, Mayor

ATTEST:

_____

Laura Calcote, City Secretary

APPROVED AS TO FORM:

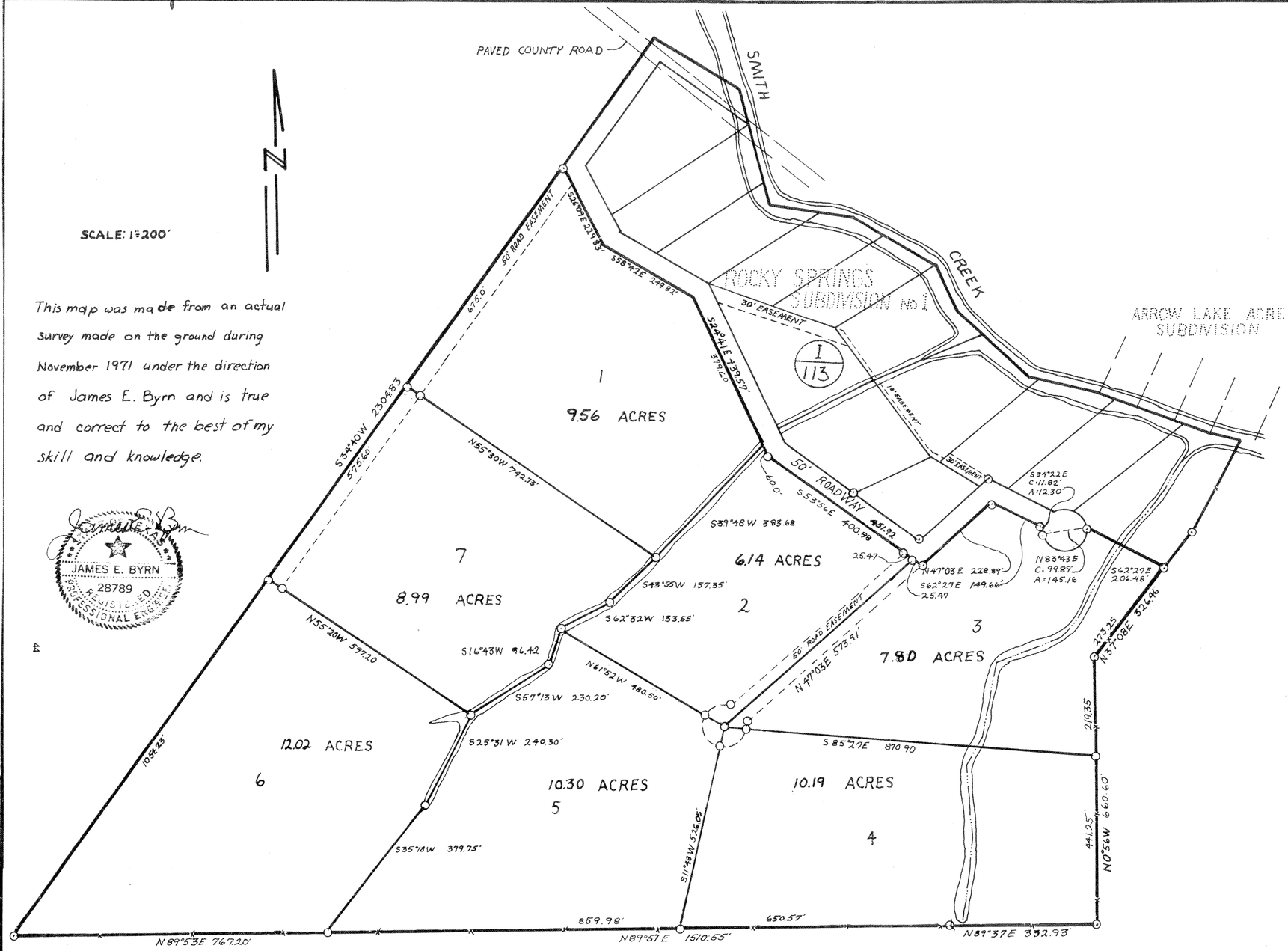
_____

City Attorney

SCALE: 1"=200'

This map was made from an actual survey made on the ground during November 1971 under the direction of James E. Byrn and is true and correct to the best of my skill and knowledge.

JAMES E. BYRN 28789 REGISTERED PROFESSIONAL ENGINEER



LEGEND

Iron Stake Set	○
Iron Stake Found	⊙
Hays County Deed Records	Vol/Page
Fence Post or Angle Point	

ROCKY SPRINGS SUBDIVISION SECTION II

STATE OF TEXAS
COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS: That we, Earl H. Baker, Jr. and Charles W. Weber, Jr., Owners of 65.0 acres of land out of the T. F. Brewer and the J. W. Keeley Surveys, Hays County, Texas, being a part of the same land conveyed to us by deed dated May 29, 1969 and recorded in Volume 231, Page 146 and by deed dated Nov. 6, 1965 and recorded in Volume 208, Page 428, Hays County Deed Records, do hereby subdivide 65.0 acres, and do hereby adopt this plat as our subdivision, to be known as ROCKY SPRINGS SUBDIVISION SECTION II, and do hereby dedicate to the public use all streets and easements shown hereon.
Witness our hand this 13 day of December A. D. 1971.

Earl H. Baker Jr. — Earl H. Baker, Jr.
Charles W. Weber Jr. — Charles W. Weber, Jr.

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Earl H. Baker, Jr. and Charles W. Baker, Jr., known to me to be the persons whose names are subscribed to the foregoing instrument, and they acknowledged to me that they executed the same for the purposes and consideration therein expressed.
Witness my hand and seal this the 13 day of December A. D. 1971.

Charles E. W. Buchin
Notary Public in and for Harris County, Texas

STATE OF TEXAS
COUNTY OF GALVESTON

KNOW ALL MEN BY THESE PRESENTS: That I, Carolyn Gay Harris Derrick, Owner of 65.0 acres of land out of the T. F. Brewer and the J. W. Keeley Surveys, Hays County, Texas, being a part of the same land conveyed to me by deed dated May 29, 1969 and recorded in Volume 231, Page 146 an by deed dated Nov. 6, 1965 and recorded in Volume 208, Page 428, Hays County Deed Records, do hereby subdivide 65.0 acres, and do hereby adopt this plat as my subdivision, to be known as ROCKY SPRINGS SUBDIVISION SECTION II, and do hereby dedicate to the public use all streets and easements shown hereon.
Witness my hand this 13 day of December A. D. 1971.

Carolyn Gay Harris Derrick
Carolyn Gay Harris Derrick

STATE OF TEXAS
COUNTY OF GALVESTON

Before me, the undersigned authority, on this day personally appeared Carolyn Gay Harris Derrick, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purposes and consideration therein expressed.
Witness my hand and seal this the 13 day of December A. D. 1971.

Lorraine L. Meyers
Notary Public in and for Galveston County, Texas

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

I, Lydell B. Clayton, County Clerk of Hays County, Texas, do hereby certify that on the 27th day of December A. D. 1971 the Commissioners Court of Hays County, Texas passed an order authorizing the filing for record of this plat, and that said order has been duly entered in the ~~minutes~~ Order of said court in Book 8 Page ____.
Witness my hand and sealof office this the 27th day of December A. D. 1971.
Lydell B. Clayton, County Clerk, Hays County, Texas

Lydell B. Clayton County Clerk — County Judge

THE STATE OF TEXAS
COUNTY OF HAYS

I, Lydell B. Clayton, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentification was filed for record in my office on the 28th day of December A. D. 1971 at ____ o'clock ____M in the plat records of said county in Book I, Page 149-150

Witness my hand and seal of office this the 28th day of December A. D. 1971.

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

EXHIBIT "A"

City Council Agenda Form

Date Submitted: May 14, 2018

Agenda Date Requested: May 17, 2018

Project/Proposal Title: Subdivision Request with an associated variance for 3.00 acres of land out of the H. Keiser Survey No. 60, Abs. No. 271

Council Action Requested:
- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

Project/Proposal Summary:

This subdivision application is platting 3.00 acres of land out of the H. Keiser Survey No. 60, Abs. No. 271, to be known as Careway Plat #1. The tract has been in this configuration since September 2004 and the site development process has triggered the need to plat the property. Water service will be provided by Wimberley Water Supply Corporation and wastewater services provided by the City of Wimberley. The applicant is requesting a variance from section 154.063(C) requiring that lots be rectangular in size and conform to the average depth to average width ratio. The City has not received any inquiries or objections to date and you have staff recommendation for approval.

May 10th the Planning & Zoning Commission voted 6-0-0 to recommend approval.

JAN 11 2018

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

Subdivision Application

Permit No. S-17-011

Date: 11 January 2018

OFFICIAL USE ONLY

SUBMISSION DATE: November 22, 2017 **CASE NO.** S-17-011

SUBDIVISION: CAREWAY PLAT #1 **Hays County Tax I.D. No.** R18493

LOCATION/DIRECTIONS: FM 3237, **Fees Paid:** $510

APPLICATION TYPE: 3
1= Concept Plan; 2= Preliminary; 3=;Public Review Final; 4=Record Final 5=Detailed Development Plans

PROJECT TYPE: 1
1=Conventional; 2=WPDD; 3=Small Lot; 4=Townhouse; 5=Rural

PROCESS TYPE: 1 1=Conventional; 2=Amend; 3=Short Form; 4=Dedication; 5=Conveyance, 6=Replat/Vacate

APPLICATION REC'D 12-4-17 **By** SIF
(Does not constitute acceptance)

1. OWNER(S) : WIMBERLEY SLF, LLC

MAILING ADDRESS: 11701 FM 2244, STE. 221 **CITY/STATE/ZIP:** AUSTIN, TX 78738

PHONE ( ) 512-761-3377 **FAX ( )** **E-MAIL** [redacted]

2. PRIMARY CONTACT (Agent) JASON CARAWAY **FIRM:** CARE WAY SENIOR LIVING

MAILING ADDRESS: 11701 FM 2244, STE 221 **CITY:** AUSTIN **STATE:** TX **ZIP:** 78738

PHONE ( ) [redacted] **FAX ( )** **E-MAIL** [redacted]

3. ENGINEERING FIRM MFH ENGINEERING **CONTACT:** MARTHA MANGUM

MAILING ADDRESS: PO BOX 50045 **CITY:** PFLUGERVILLE **STATE:** TX **ZIP:** 78763

PHONE ( ) [redacted] **FAX ( )** **E-MAIL** [redacted]

4. SURVEYING FIRM: CUPLIN & ASSOCIATES, INC. **CONTACT:** GREG MAYES

MAILING ADDRESS: 1500 OLLIE DRIVE **CITY:** MARBLE FALLS **STATE:** TX **ZIP:** 78654

PHONE ( ) [redacted] **FAX ( )** **E-MAIL** [redacted]

5. PLAT ATTRIBUTES

NAME: CAREWAY PLAT #1 **LOCATION:** 555 RANCH ROAD 3237

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

COMPREHENSIVE PLAN AREA: ~~3.00 AC~~ III **CURRENT ZONING:** C-1

CITY GRID MAP NUMBERS: **TAX APPRAISAL NUMBERS:** R18493

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

ELECTRICITY: P.E.C. **WATER SOURCE:** WIMBERLEY WATER CORPORATION

WASTEWATER/SEWAGE DISPOSAL: CITY SEWER

TELEPHONE SERVICE: FRONEIER **SCHOOL DISTRICT** W.I.S.D.

6. **RELATED CASES** N/A **PROPOSED ZONING:** N/A

APPLICATION NO. N/A **ZONING ORDINANCE NO.** N/A

SITE PLAN CASE NO. N/A

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**
C-O	1	1	3.00 AC.
TOTALS.....	1	1	3.00 AC.
	LOTS	**UNITS**	**ACRES**

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: 1/10/18 **Applicant's Signature:** [signature]

Date: _____ **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.

[signature]
Engineer/Surveyor's Signature

SUBMITTAL CHECKLIST

TO ENSURE THAT YOU HAVE COMPLIED WITH THE SUBDIVISION APPLICATION REQUIREMENTS, REVIEW THE FOLLOWING LIST. FAILURE TO COMPLETE THE NECESSARY STEPS CAN CAUSE A DELAY IN PROCESSING YOUR APPLICATION.

- ☑ Complete "Subdivision Application"
- ☑ Provide area map of property to be subdivided which includes all properties within 200 feet of any portion of Applicant's property; and which clearly indicates streets in surrounding area.
- ☑ Provide plat of the specific property to be subdivided (3 copies for review/10 for approval)
- ☑ Provide names and addresses of property owners within 200 feet of any portion of Applicant's property if replat.
- ☑ Provide a legal description of the property.
- ☑ Sign/date Submittal Verification and/or Waiver of Appearance form.
- ☑ Place stake on site with property address so property is easily identifiable.
- ☑ Approved construction plans (if required)
- ☑ Deed restrictions or covenants
- ☑ Current Tax Certificate showing that all taxes are paid
- ☑ Pay subdivision fee.
- ☑ Utility Service Acknowledgement
- ☑ Applicant agrees to attend Planning & Zoning Commission hearings scheduled for Applicant's proposed subdivision.
- ☑ Applicant agrees to attend City Council hearing scheduled for Applicant's proposed subdivision or waives his/her rights of appearance.

SUBMITTAL VERIFICATION AND/OR WAIVER OF APPEARANCE

(L) 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.

(L) I hereby waive my right to appear before the City of Wimberley City Council at the public hearing to be held concerning the subdivision of my above-referenced property. I understand that my failure to appear allows the Council to consider my subdivision request; however, if questions are raised that cannot be answered, the matter will be continued.

Date: 1/10/18 APPLICANT SIGNATURE _____

WHEN APPLICABLE:

Date: _____ AGENT SIGNATURE _____

FEE SCHEDULE

*Residential:	Fee	Additional	Comments
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		
***Non-Residential:**			.
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		
***Property Owner Notification included in base fee.**			
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			

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: 1/10/18

Signature

CARE WAY
SENIOR LIVING

12/07/2017

Re: Plat size variance request

To Whom It May Concern:

Regarding our assisted living project on FM 3237, the proposed tract will require a variance from Section 154.063 (C) of the City Code, which establishes average depth to average width maximum and minimum requirements for subdivision lots. This lot is just outside of this threshold. I am requesting a variance in this matter.

Sincerely,

Jason Caraway

Care Way Senior Living
11701 Bee Caves Rd
Suite 221
Austin, TX 78738
PHONE (512) 761-3377
E-MAIL jason@carewaysl.com

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 (PEC)
Service Code(s) C
Comments/Conditions ALL ELECTRIC ROUTES WILL REQUIRE EASEMENTS THROUGH TO LANDOWNERS.
Electric Company Official Signature
Date 10/4/17 Title REALTY SPECIALIST, SR.

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
Date 10/4/17 Title GENERAL MANAGER

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

5

UTILITY SERVICE ACKNOWLEDGMENTS

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

CODES EXPLANATION

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

Electric Service Provider_____
Service Code(s) _____
Comments/Conditions_____
Electric Company Official Signature_____
Date_____ Title_____

Telephone Service Provider Frontier Communications
Service Code(s) A
Comments/Conditions_____
Telephone Company Official Signature_____
Date 01/18/18 Title Engineering Supervisor

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 10/4/17 Title GENERAL MANAGER

Sewer Service Provider_____
Service Code(s) _____
Comments/Conditions_____
Sewer Company Official Signature_____
Date_____ Title_____

5

STATE OF TEXAS:
COUNTY OF HAYS:

KNOW ALL MEN BY THESE PRESENTS

THAT I, JASON CARAWAY, MANAGING MEMBER OF WIMBERLEY SLF, LLC, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DOCUMENT RECORDED IN INSTRUMENT NO. 17022911, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 3.00 ACRES IN ACCORDANCE WITH THE PLAT SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO THE CITY OF WIMBERLEY THE STREET, ALLEYS, RIGHTS-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF WIMBERLEY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS CAREWAY PLAT #1.

TO CERTIFY WHICH, WITNESS MY HAND THIS _____ DAY OF _____, 2018.

_____
WIMBERLEY SLF, LLC
JASON CARAWAY, MANAGING MEMBER
11701 FM 2244, SUITE 221
AUSTIN, TX 78738

PURSUANT TO THE STATE OF TEXAS ADMINISTRATIVE CODE SECTION 663.18c. THIS DOCUMENT IS "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"

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JASON CARAWAY, KNOWN TO ME TO THE 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

KNOW ALL MEN BY THESE PRESENTS

THAT I, TOMMY WARD, VICE PRESIDENT OF PLAINSCAPITAL BANK, THE LIENHOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DOCUMENT RECORDED IN INSTRUMENT NO. 17022911, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID PARCEL AS SHOWN HEREON, DO FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND TO THE DEDICATION OF THE CITY OF WIMBERLEY THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF WIMBERLEY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS CAREWAY PLAT #1.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____DAY OF _____, 2018.

_____
TOMMY WARD, VICE PRESIDENT, PLAINSCAPITAL BANK
400 SUNDANCE PKWY, ROUND ROCK, TX 78681

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TOMMY WARD, KNOWN TO ME TO THE 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
CITY OF WIMBERLEY

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. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NT 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 ASSOCIATES WITH IT.

_____ _____
PAUL PARKER, INTERIM-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 SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS TO WHICH APPROVAL IS REQUIRED.

_____ _____
SANDY IRVIN FLOYD DATE
CITY OF WIMBERLEY, TEXAS

I, PAUL PARKER, INTERIM-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.

_____ _____
PAUL PARKER, INTERIM-CITY ADMINISTRATOR DATE
CITY OF WIMBERLEY

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

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

STATE OF TEXAS
COUNTY OF BURNET
KNOW ALL MEN BY THESE PRESENTS
I, KYLE P. CUPLIN, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY 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.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT MARBLE FALLS, BURNET COUNTY, TEXAS, THIS _____DAY OF _____, 2018.

_____
KYLE P. CUPLIN, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5938
STATE OF TEXAS

PURSUANT TO THE STATE OF TEXAS ADMINISTRATIVE CODE SECTION 663.18c. THIS DOCUMENT IS "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"

STATE OF TEXAS
COUNTY OF HAYS
KNOW ALL MEN BY THESE PRESENTS
I, MARTHA H. MANGUM, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT IN THE EDWARDS AQUIFER RECHARGE ZONE, NOR IS IT IN THE BARTON SPRINGS SEGMENT OF THE EDWARDS AQUIFER RECHARGE ZONE; IT IS, HOWEVER IN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER AND IS LOCATED WITHIN ZONE X (AREAS OUTSIDE THE 100 YR FLOOD) AS GRAPHICALLY IDENTIFIED ON FEMA F.I.R.M., MAP NO. 48209C0355F, EFFECTIVE 09/02/2005, AND THAT THE LOT CONFORMS TO THE WIMBERLEY SUBDIVISION REGULATIONS.

TO CERTIFY WHICH, WITNESS BY MY HAND AND SEAL AT WIMBERLEY, HAYS COUNTY, TEXAS, THIS _____DAY OF _____, 2018.

_____
MARTHA H. MANGUM, REGISTERED PROFESSIONAL ENGINEER NO. 89309
STATE OF TEXAS

THE CITY OF WIMBERLEY ANTICIPATES HAVING ADEQUATE WASTEWATER SERVICE BY 2019.

_____
CITY ADMINISTRATOR
CITY OF WIMBERLEY

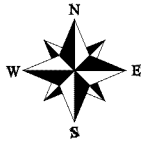
APPROVED AND AUTHORIZED TO BE RECORDED ON THE _____ DAY OF _____, 2018 BY THE CITY COUNCIL OF WIMBERLEY, TEXAS.

_____ _____
HERSCHEL "MAC" MCCULLOUGH, MAYOR DATE

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

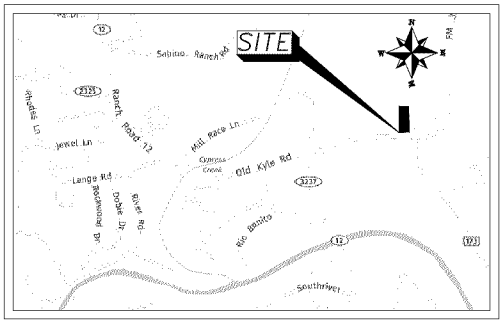
_____ _____
CHAIR DATE

CUPLIN & ASSOCIATES INC
LAND SURVEYORS & PLANNERS

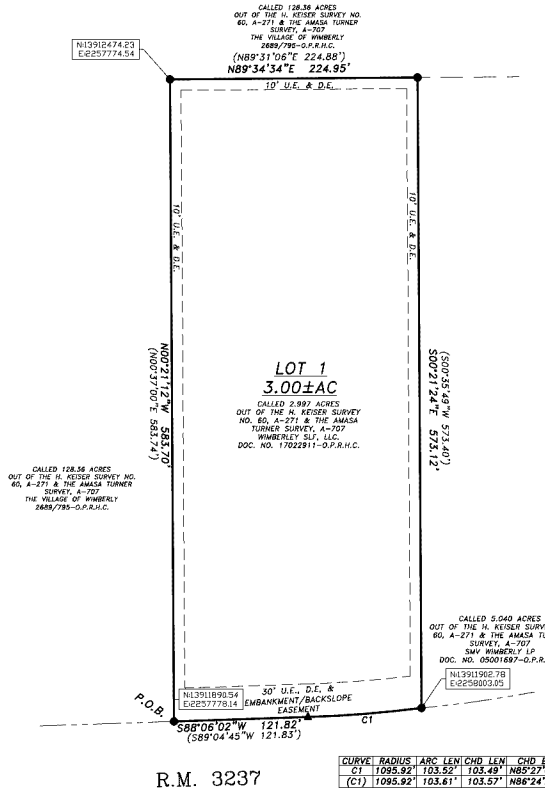


LEGEND

●	1/2" IRON PIN FOUND
▲	MAG NAIL FOUND
.../...	VOLUME/PAGE
P.R.H.C.	PLAT RECORDS HAYS CO.
D.R.H.C.	DEED RECORDS HAYS CO.
R.P.R.H.C	REAL PROPERTY RECORDS HAYS COUNTY
O.P.R.H.C.	OFFICIAL PUBLIC RECORDS HAYS COUNTY
( )	RECORD INFO/SUBJECT
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT

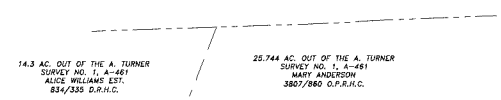


LOCATION MAP
NOT TO SCALE



R.M. 3237

CURVE	RADIUS	ARC LEN	CHD LEN	CHD BRG
C1	1095.92'	103.52'	103.49'	N85°27'05"E
(C1)	1095.92'	103.61'	103.57'	N86°24'26"E



PLAT NOTES

1. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
2. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
3. SUBJECT PROPERTY IS LOCATED WITHIN ZONE X (AREAS OUTSIDE THE 100 YR FLOOD) AS GRAPHICALLY IDENTIFIED ON FEMA F.I.R.M., MAP NO. 48209C0355F, EFFECTIVE 09/02/2005.
4. THIS SUBDIVISION CONTAINS 1 COMMERCIAL LOT FOR A TOTAL OF 3.00± ACRES.
5. THIS SUBDIVISION LIES WITHIN THE FOLLOWING JURISDICTINS:
   ESD #4 & #7
   WIMBERLEY INDEPENDENT SCHOOL DISTRICT
6. WATER SUPPLY FOR THIS SUBDIVISION IS PROVIDED BY WIMBERLEY WATER SUPPLY CORPORATION.
7. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.
8. ELECTRICITY FOR THIS SUBDIVISION IS PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE, INC.
9. TELLEPHONE SERVICE FOR THIS SUBDIVISION IS PROVIDED BY SPECTRUM COMMUNICATIONS.
10. THIS SUBDIVISION LIES WITHIN THE CITY LIMITS OF THE CITY OF WIMBERLEY AND IS SUBJECT TO ITS ORDINANCES.
11. WHEN REQUIRED, LOTS SHALL HAVE A MINIMUM DRIVEWAY CULVERT SIZE OF 18".
12. THIS SUBDIVISION HAS AN AVERAGE SLOPE OF LESS THAN 15%.
13. THERE IS HEREBY DEDICATED A THIRTY (30) FOOT PUBLIC UTILITY, DRAINAGE, AND EMBANKMENT/BACKSLOPE EASEMENT ADJACENT TO ALL STREET RIGHT-OF-WAY LINES AND A TEN (10) FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ADJACENT TO ALL NON-STREET LINES.
14. CONSTRUCTION AND USE OF LAND WITHIN THE PROTECTED WATERWAY OVERLAY DISTRICT IS LIMITED AS SET FORTH IN CHAPTER 155.092 OF THE CITY'S CODE OF ORDINANCES.
15. WASTEWATER SERVICES PROVIDED BY CITY OF WIMBERLEY.
16. PROVISIONS OF THE CITY OF WIMBERLEY COMPREHENSIVE PLAN SHALL ALSO GOVERN THIS SUBDIVISION.
17. BUILDING SETBACK LINES ARE PER CITY OF WIMBERLEY ZONING ORDINANCE.
18. NO OBJECT, INCLUDING BUILDINGS, FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH THE CONVEYANCE OF STORM WATER, SHALL BE PLACED OR ERECTED 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.
19. BEARING BASIS: NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.
20. NO CONSTRUCTION OR OTEHR DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL CITY OF WIMBERLEY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.
21. 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.
22. THIS PROPERTY IS NOT AFFECTED BY A PROTECTED WATERWAY.

CAREWAY PLAT # 1

3.00 ACRES OF LAND IN THE H. KEISER SURVEY NO. 60, ABSTRACT NO. 271
CITY OF WIMBERLEY, HAYS COUNTY, TEXAS

PROJ NO. 17271	
PREPARED FOR: JASON CARAWAY	
TECH: KC LUST	
APPROVED: K.CUPLIN	
FIELDWORK PERFORMED ON: 07/31/2017	
COPYRIGHT:2018	PROFESSIONAL FIRM NO: 10126900

1500 OLLIE LANE
MARBLE FALLS, TX 78654
PH.325-388-3300/830-693-8815
WWW.CUPLINASSOCIATES.COM

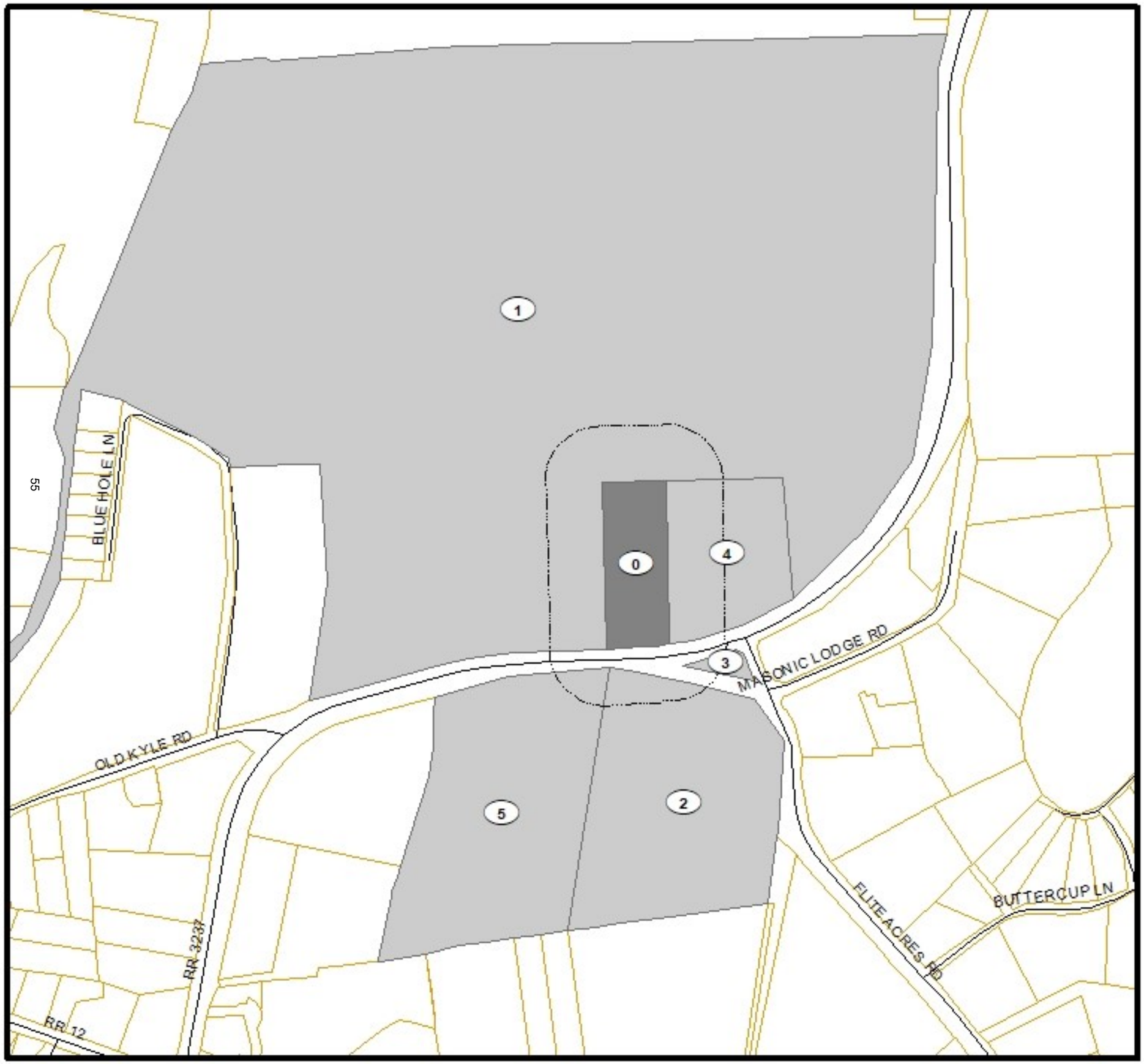
SCALE 1" = 80'
0 40 80

DATE	NO.	DESCRIPTION
	2	
	1	

REVISIONS

SHEET 1 OF 1

S-17-011 ~ XXX OLD KYLE RD



Incorporated May 6, 2000

200' NOTIFICATION

Legend

200' Buffer

ID. OWNER

0. WIMBERLEY SLF LLC
1. CITY OF WIMBERLEY
2. MARY ANDERSON LIFE ESTATE
3. NO INFO
4. SMV, WIMBERLEY LP
5. WILLIAMS ALICE M EST OF

N W E S

0 250 500 Feet

City of Wimberley

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

April 20, 2018

NOTICE OF PUBLIC HEARING

Re: **File No. S-17-011**
3.00 Acres ~ Old Kyle Rd
Application for a subdivision and associated variance relating to lot configuration

Dear Property Owner:

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

The applicant, Wimberley SLF, LLC, has requested a variance from the City Subdivision Code that requires lots to be rectangular in size for 3.00 acres of land out of the H. Keiser Survey No. 60, Abs. No. 271, Wimberley, Texas. The tract configuration is not being altered; the owner is required to plat per City code as a condition of the site development process. The City Planning & Zoning Commission will consider this variance request with an application for subdivision at a public hearing on **Thursday, May 10, 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, May 17, 2018**, at **6:00 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,

Sandra I Floyd

Sandy I. Floyd
Planning & Development Coordinator
GIS Analyst
sfloyd@cityofwimberley.com

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

NOTICE BY SIGN POSTING

Date: 04/24/2018

Zoning No: S-17-011 Owner _____

To: Code Enforcement/Public Works

Please place a Proposed Zoning Sign on the following property

( ) Project Site Address FM 3237 next to Deer Creek

located on _____

Aaron Reed
Public Works/ Code Enforcement

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

April 24, 2018

Signature

Proposed
SUBDIVISION
PUBLIC HEARING
For information Contact
The City of Wimberley
(512) 847-0025
Please Refer to File Number...
S-17-011
City of
Wimberley
Do Not Remove
04/24/2018

Wimberley View

hays.tx.us

e of business on April 24, 2018.

a más tardar para el fin de las horas de negocio el 24 de abril

JED THIS 5th day of April, 2018.
TIDA ESTE DÍA 5 de abril de 2018.

chel P. "Mac" McCullough Mayor
chel P. "Mac" McCullough, Alcalde

Public Notice

Council of Dripping Springs nd approved the following ice, to take effect 45 days upon publication. dinance No. 2018-09

ICE OF THE CITY OF DRIPGS, TEXAS AMENDING THE ORDINANCES, CHAPTER 30: .05, MOBILE FOOD VENENDING PROVISIONS FOR OD VENDORS; AND AMENDER 30, EXHIBIT A, APZONING USE REGULATIONS AND PROVIDING FOR THE FINDINGS OF FACT; REPEALER; SEVERABILCATION; EFFECTIVE DATE; NOTICE & MEETING.

UBLIC NOTICE

has been made Texas Alcoholic Beverission for a Wine & tailer's Permit and License by Beer oject, LLC dba The Project, to be 01 Deer Lake Wimberley, 78676, nty, Texas. Officers oration are Max member, Kathryn Saember, and Steven ember.

General Help Wanted

DQ
That's What I DQ About Treats

JOHNSON CITY DQ NOW HIRING

TEAM MEMBERS
•DAY & WEEKEND HELP NEEDED•

IMMEDIATE OPENINGS
Day, Night and Weekend Shifts Available.

Why Work At Dairy Queen: Committed to 49 years of Excellence.

What We Offer: Competitive Pay, Medical, Dental and Vision Benefits, Paid Holidays and Vacation, Incentive Pay Potential and Career Advancement.

Positions for Management and Team Members available in other locations

Apply Online
www.richesmdq.com

General Help Wanted

MARCOS RESTAURANT
is Hiring Servers.
Make up to
$13 - $15 per hour.
512-800-3289

Now Accepting Applications!

Public Notice

NOTICE OF PUBLIC HEARING
(Request for Zoning)

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, May 10, 2018, at 6:00 p.m.** to consider the following:
ZA-18-005 – a request to change the zoning from Rural-Residential 1 (R-1) to Residential Acreage (RA) for property located at 395 Rocky Springs Rd. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a public hearing on **Thursday, May 17, 2018, at 6:00 p.m.** at City Hall.
Comments on this request from any member of the public may be presented in person at City Hall, by mail (PO Box 2027), or by email (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 APPLICATION TO SUBDIVIDE

An application has been filed with HAYS COUNTY to subdivide 4.62 acres of property located at 100 Oak Valley Dr., Wimberley, TX 78676. Information regarding the application may be obtained from Hays County Development Services (512) 393-2150. Tracking number: SUB-1020.

Drivers

DRIVERS: LOCAL
Class A CDL
Route Drivers.
New Yearly Bonus!
Home EVERY Night!
Excellent Pay & Bonuses, Full Benefits.
Apply@ apply.labattfood.com

General Help Wanted

BRAND NEW SENIOR COMMUNITY
in Dripping Springs
P/T Porter/
Maintenance Tech

Classifieds Work!

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, May 10, 2018, at 6:00 p.m.** to consider the following:
S-17-011 – an application for a subdivision and an associated variance from Section 154.063(c) of the City Subdivision Code requiring lots to be rectangular in size and conform to the average depth to average width ratio on 3.00 acres of land out of the H. Keiser Survey No. 60, Abs. No. 271 in the City of Wimberley. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a public hearing on **Thursday, May 17, 2018, at 6:00 p.m.** at City Hall. Comments on this request from any member of the public may be presented in person at City Hall, by mail (PO Box 2027), or by email (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.

General Help Wanted

Hill Country MHDD Centers
HILL COUNTRY MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES CENTERS
Area Directors
****
Expanding Non-profit provider of Behavioral Health Services has 2 Immediate openings for Area Directors.
This is an exciting Full-time opportunity for a qualified candidate to direct our IDD Program in Comal or Hays Counties. Eligible candidates must possess a Bachelor's Degree in a related program. Experience with HCS & Texas Home Living Programs Preferred. Very Competitive Compensation with Excellent Benefit Plans.
Apply online @ www.hillcountry.org
****
Hill Country MHDD Centers is an EOE

City Council Agenda Form

Date Submitted: May 11, 2018

Agenda Date Requested: May 17, 2018

Project/Proposal Title: Wimberley 4H Memorial Day Rodeo Event Signs – Public Works Director Aaron Reed

Council Action Requested:
☐ Ordinance
☐ Resolution
☒ Motion
☒ Discussion

Project/Proposal Summary:

The Wimberley 4H has requested to put 28 1'x3' event signs out, as soon as possible, for their annual Memorial Day Rodeo. This request would require an exception to the City's Sign Ordinance No. 2013-017. Chapter 152.07 *Signs for which no permit is required* (F) *Event signs, Off site* (3) states: No more than three (3) such signs may be used to give directions to the same event. Chapter 152.07 *Signs for which no permit is required* (F) *Event signs, Off site* (4) states: Such signs are allowed to be in place no earlier than one (1) calendar day prior to the event and no later than one (1) calendar day after the event.

Please see the attached letter from Judy Walker of Wimberley 4H.

Additionally, staff would also like Council to discuss what action should be taken for future events.

Good Morning Aaron,
Wimberley 4-H is having our 10th Annual Memorial Day weekend Rodeo on May 26th and 27th at the Wimberley VFW Arena. The proceeds from this Rodeo supports the Wimberley 4-H Club along with every child from Wimberley that participates in the Hays County Livestock show each year. Proceeds from this Rodeo also fund the Wimberley 4-H Scholarship fund, every senior who meets the requirements set out by Wimberley 4-H receives a scholarship.

We are requesting to put road signs out as soon as possible and will remove them on Monday, May 28th. The signs will be put at various locations through town. I am unsure which of these locations are in the City Limits, but here are the locations we would like to put signs.

Triple S Rentals
Subway
Cypress Creek Lane
Jacobs Well Elementary
Fischer Store Road
Valley Springs
High School Baseball Fields
Ledge Rock
Burnet Ranches
Mima's
Wells Fargo Bank
Hair Magic
Dr. Sybrings
Lienneweber Services
Lutheran Church
1492
Flite Acres Road
Winter Mill – Both Ends
Red Hawk Road

Ace Hardware
Food Trailer Court
Pizza Hut
Ozona Bank
Century 21
Brookshire Brothers
Shamrock
HEB
Exxon
Broadway Bank
Cypress Creek Vet Clinic
Skyline Propane
Craig's Lumberyard
Plaza Del Sol
Jeans Antiques
Junction – Both Sides and Food Court
Deer Creek Nursing Home
Myers Concrete

The signs that are place at businesses we have spoken with them before and we will let them know that we are putting the signs out again this year.

Thank you for taking time to add this to the agenda. Please let me know if I can provide you with any additional information. I do plan on attending the City Council meeting on May 17th.

Thanks again,

Judy Walker

City Council Agenda Form

Date Submitted: May 14, 2018

Agenda Date Requested: May 17, 2018

Project/Proposal Title: Consider action regarding a request to permit a temporary structure to operate a mobile shaved ice trailer located at 111 Old Kyle Road

Council Action Requested:
- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

Project/Proposal Summary:

This item was placed on the agenda to allow City Council to discuss and consider action on a request by Jesse Manning to operate a shaved ice trailer at 111 Old Kyle Road. The name of the business is Kona Ice.

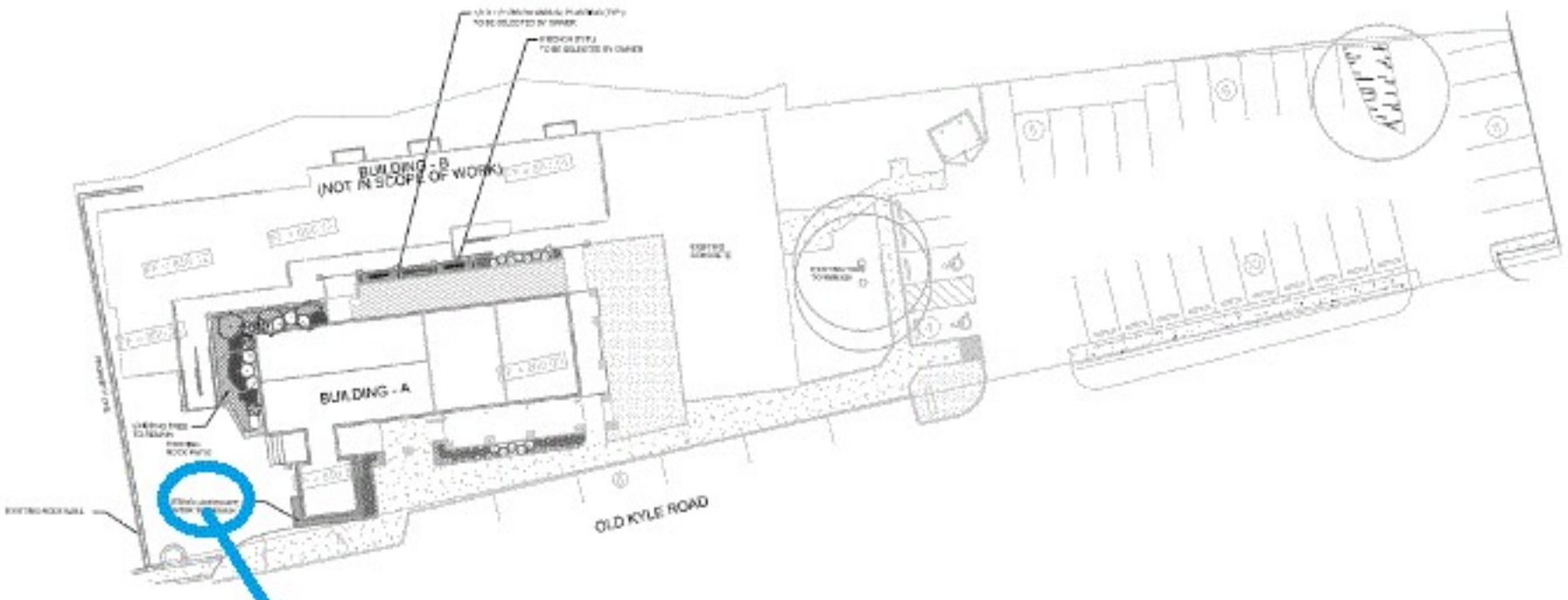
The applicant is proposing to serve out of a specially equipped trailer 2 p.m. – 7 p.m. Fridays and 12 p.m. – 7 p.m. Saturdays.

The subject property is zoned Commercial-High Impact (C-3). The operation of a temporary food service operation, like that which is proposed, is allowed with prior City Council authorization. Since this property lies within the City Center Overlay District, according to City Code, a mobile food establishment is allowed with a limited duration of three (3) months, at which time the applicant may reapply for an additional amount of time.

The proposed location will not utilize existing parking spaces.

The applicant has obtained a Mobile Food Establishment Permit from the City Sanitarian.

City Staff has reviewed this request and recommends approval. (Sandy I. Floyd, Planning & Development Coordinator/GIS Analyst)



Kona Ice

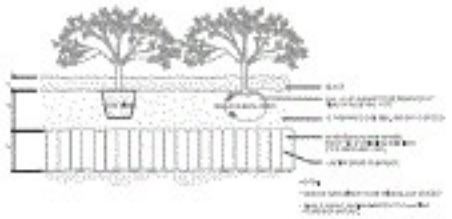
PLANTING LEGEND

SYMBOL	DESCRIPTION	SIZE	QTY.
	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]
	[illegible]	[illegible]	[illegible]
	LIRIOPE GROUND COVER	[illegible]	[illegible]
	BERMUDA GRASS SOD	[illegible]	[illegible]

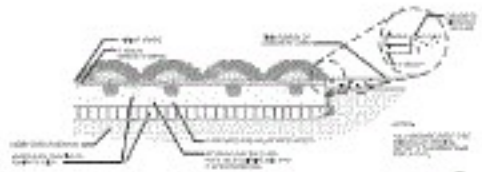
NOTES

1. SEE THIS SHEET FOR LANDSCAPE PLANTING DETAILS.
2. ALL PROPOSED LANDSCAPE AREAS WILL BE MANUALLY WATERED.
3. ALL LANDSCAPE AREAS DISTURBED BY CONSTRUCTION WILL BE REPAIRED UTILIZING SOLID BERMUDA GRASS SOD.

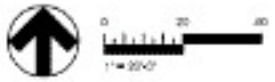
MULTI-TREE TRUNK PLANTING AND STAKING DETAIL



SHRUB PLANTING DETAIL



GROUNDCOVER PLANTING DETAIL



Meridian Green Works, LLC

The Lumberyard
Proposed Landscape Plan
111 Old Kyle Rd.
Wimberly, Texas 78676

SHEET
1
of
1

KONG
Kraftted
KONG ICE kraftted
FLAVORWAVE

City Council Agenda Form

Date Submitted: May 15, 2018

Agenda Date Requested: May 17, 2018

Project/Proposal Title: DISCUSSION AND POSSIBLE ACTION – Grant Administration Services Contract

Council Action Requested:
- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

Project/Proposal Summary:

Please find attached a proposed grant administration services contract from Judy Langford.

GRANT ADMINISTRATION SERVICES FOR
NON-HOUSING OR RENTAL/NON-RENTAL HOUSING PROJECTS
UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACT NO. TO BE DETERMINED WITH FUNDING:_____

THE City of Wimberley (the "Subrecipient") and Langford Community Management Services, Inc., Tax Identification Number 74-2804904("Provider"), each a "Party" and collectively, "the Parties," enter into the following contract for grant administration services (the "Contract") pursuant to Local Govt. Code 252 and 2 C.F.R. Part 200.

WHEREAS, the Subrecipient has received U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery ("CDBG-DR") funds, administered by the Texas General Land Office ("GLO") for damage sustained from Disaster 4223; and

WHEREAS, the CDBG-DR program is funded under the Transportation, Housing and Urban Development, and Related Agencies Appropriation Act, 2016, Pub. L. No. 114-113.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.01 DEFINITIONS

"Activity" means a defined class of works or services authorized to be accomplished using CDBG-DR grant funds. Activities are specified in Subrecipient Budgets as 'Category,' and the terms are interchangeable under this Contract.

"Administrative and Audit Regulations" means the regulations included in Title 2, CFR, Part 200. Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, state agencies and/or designee's with the authority to audit and inspect include, the Subrecipient, the GLO, the GLO's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office and the Texas Comptroller of Public Accounts.

"Activity" means a defined class of works or services authorized to be accomplished using CDBG-DR grant funds. Activities are specified in Subrecipient Budgets as 'Category,' and the terms are interchangeable under this Contract.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page, or incorporated by reference, as if physically.

"Amendment" means a written agreement, signed by the parties hereto, which documents alterations to the Contract.

"Benchmark" or "Billing Milestone" means a clearly defined set of incremental services that must be performed; or an interim level of accomplishment that must be met by Provider in order to receive periodic incremental and final reimbursement for services under this Contract.

"CDBG—DR" means the Community Development Block Grant—Disaster Recovery Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

"Certificate of Construction Completion" means a document submitted by an engineer or, if none, a construction contractor, to a Grantee which, when executed by the Grantee, indicates acceptance of the non-housing project, as built.

"Contract" means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments.

"Contract Period" means the period of time between the effective date of a contract and its expiration or termination date.

"Deliverable" means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form =.

"Federal Assurances" means Standard Form 424B (Rev. 7-97) (non-construction projects); or Standard Form 424D (Rev. 7-97) (construction projects), in **Attachment A,** attached hereto and incorporated herein for all purposes.

"Federal Certifications" means U.S. Department of Commerce Form CD-512 (12-04), "Certifications Regarding Lobbying – Lower Tier Covered Transactions," also in **Attachment A**, attached hereto and incorporated herein for all purposes.

"Final Inspection Report" means the document submitted by the housing contractor to a Subrecipient under a CDBG-DR Housing grant contract, indicating the completed construction of one Housing Unit.

"Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"GAAP" means "Generally Accepted Accounting Principles."

"GASB" means the Governmental Accounting Standards Board.

"General Affirmations" means the statements in **Attachment B**, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

"GLO" means the Texas General Land Office, its officers, employees, and designees.

"GLO-Vendor Contract" means the contract or contracts between the GLO and Provider procured through the Solicitation; such GLO-Vendor Contract is hereby incorporated herein by reference, for all purposes.

"Grant Administration Fee" means the amount to be paid to Provider for all services performed for a Subrecipient.

"Housing" refers to a project involving home repair, home reconstruction, and new home construction; including housing for single-family and multi-family rental units under a CDBG-DR program grant.

"Housing Unit" means one house, or one multi-family rental unit.

"HSP" means HUB Subcontracting Plan, as outlined by Chapter 2161 of the Texas Government Code.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"HUD" means the United States Department of Housing and Urban Development.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/

"Non-housing" refers to a project involving the restoration and/or repair of infrastructure facilities and the economic revitalization activities approved under a CDBG-DR program grant.

"Performance Statement" means Provider's detailed scope of work hereby incorporated for all purposes as **Attachment C**.

"Project" means the grant administration services described in **SECTION 1.03** of this Contract and in any applicable Attachments.

"Project Completion Report" means a report containing an "as built" accounting of all projects completed under a CDBG-DR non-housing or housing grant, and containing all information required to completely close out a grant file.

"Project Implementation Manual" means a set of guidelines for the CDBG-DR Program, incorporated herein by reference for all purposes in its entirety.

"Project Period" means the stated time for completion of a Project assigned by Work Order, if any.

"Prompt Pay Act" means Chapter 2251, Subtitle F of Title 10 of the Texas Government Code.

"Provider" means Langford Community Management Services, Inc., selected to provide the services under this Contract, if any.

"Public Information Act" means Chapter 552 of the Texas Government Code.

"Quarterly Report" means a document submitted by Provider to a Subrecipient for approval and submission to the GLO as a condition of reimbursement, as discussed in **SECTION 1.05** and **ARTICLE III**, below.

"RFQ"/"RFP means the Subrecipient's Request for Qualifications/Solicitation, as defined below.

"Setup" means documentation, submitted by a Subrecipient, necessary for the GLO to determine that housing sites meet minimum eligibility criteria, resulting in approval for the Subrecipient to move forward with the projects.

"Solicitation" means Subrecipient's Request for Qualifications/Proposals, including any Addenda.

"Solicitation Response" means Provider's full and complete response to the Solicitation, including any Addenda.

"State of Texas *TexTravel*" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Subcontractor" means an individual or business that signs a contract to perform part or all of the obligations of Provider under this Contract.

"Subrecipient" means the City of Wimberley, a local governmental body or political subdivision that receives funds under HUD's CDBG—DR Program for housing projects. Any Work Order issued for services to a recipient of a housing grant shall refer to "Subrecipient" as the party served.

"Subrecipient Agreement" means the contractual agreement for a CDBG-DR housing or non-housing grant between the GLO and the Subrecipient for which Provider performs services assigned by the Subrecipient, if any.

"Technical Guidance Letter or 'TGL'" means an instruction, clarification, or interpretation of the requirements of the CDBG-DR Program, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject.

"Weekly Report" means a document submitted weekly by a Subrecipient showing the status of all housing projects, both completed and remaining, and any other information as may be required by the GLO.

1.02 INTERPRETIVE PROVISIONS

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;

(b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;

(c) The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;

(d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;

(e) All attachments within this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;

(f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative, and each shall be performed in accordance with its terms;

(g) Unless otherwise expressly provided, reference to any action of the Subrecipient or by the Subrecipient by way of consent, approval, or waiver shall be deemed modified by the phrase "in its/their sole discretion." Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the Subrecipient shall not be unreasonably withheld or delayed;

(h) Time is of the essence in this Contract.

(i) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract: Attachment A, Attachment B, Attachment C, Attachment D and Attachment E; Solicitation Documents; and Provider's Response to Solicitation.

1.03 PROJECT

Provider shall perform, or cause to be performed at the direction of the Subrecipient, in assistance to Subrecipient, comprehensive administration services necessary to facilitate activities for the disaster relief, recovery, restoration, and economic revitalization in areas affected by DR 4223 under the CDBG—DR Program. Provider will assist the Subrecipient in fulfilling State and Federal CDBG-DR statutory responsibilities related to recovery from Hurricanes Ike and Dolly including, but not limited to, performing grant administration services for non-housing and/or housing projects. Grant administrative services must be performed in compliance with (i) HUD requirements, (ii) the Non-Exclusive List of Laws, Rules, and Regulations in **Attachment D**; (iii) this Contract and all Attachments, including Provider's Performance Statement, **Attachment C**; (iv) any Amendments to this Contract; (v) any Technical Guidance Letter, program requirements, or program guidance that may be issued by the GLO; (vi) GLO RFQ suggested forms; and (viii) Provider's full and complete response to the RFQ ("the Project").

Provider shall be responsible at all times for maintaining close oversight of approved projects and record-keeping including, but not limited to, obtaining and maintaining, through Provider's own efforts, the Subrecipient's current Performance Statement / Implementation Schedule, and Budget, including Revisions approved and Technical Guidance Letters issued by the GLO; and any other information that may be required for the satisfactory performance by Provider of the services herein described or assigned under a Work Order, as discussed below.

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1.04 REPORTING REQUIREMENTS

Provider shall assist the Subrecipient to timely submit all reports and documentation that are required under this Contract and any Subrecipient Agreement.

WEEKLY REPORTS – APPLICABLE TO HOUSING PROJECTS ONLY:

Provider submit to the Subrecipient a Weekly Report containing all information as required by the GLO under the Subrecipient Agreement including, but not limited to, the number of Housing Units completed and the number of Housing Units remaining to be completed.

QUARTERLY REPORTS – APPLICABLE TO NON-HOUSING AND HOUSING PROJECTS:

QUARTERLY REPORTS ARE REQUIRED AS A CONDITION OF REIMBURSEMENT TO ALL SUBRECIPIENTS. It is incumbent upon Provider to facilitate the submission of each Quarterly Report in a timely manner. Each Quarterly Report shall include progress made since the prior reporting period, current Benchmarks achieved, projected quantities, problems encountered and detailed plans to correct them, goals to be accomplished in the subsequent reporting period, and any other information as may be required by the GLO.

The GLO may review the Quarterly Report(s) and may request revisions to be made. Provider shall make itself aware of such revision requests and shall assist the Subrecipient in making appropriate revisions. Upon acceptance of the Quarterly Report and submission of a properly prepared invoice, appropriate payment may be made to Subrecipient and to Provider.

In the sole discretion of the GLO, reports may be requested more often than quarterly, and Provider shall facilitate the timely submission to the GLO of such additional information by the Grant Recipient.

Reimbursement may be withheld if a Quarterly Report is delinquent or deficient, in the sole discretion of the GLO.

PROJECT COMPLETION REPORTS:

NON-HOUSING SERVICES: Provider shall prepare and submit to the Subrecipient a draft Project Completion Report (PCR) by the close of business no later than thirty (30) days from Provider's receipt of the fully executed final Certificate of Construction Completion ("COCC"). Provider shall then cooperate with the Subrecipient to submit the final, signed, PCR to the GLO by the close of business no later than sixty (60) days from Provider's receipt of the fully executed final COCC. The PCR must be submitted in accordance with the specifications in the Project Implementation Manual, and must include a full description of all Subrecipient projects, both as originally assigned and as ultimately completed, accounting for all Amendments, Revisions, and Technical Guidance Letters, if any.

HOUSING SERVICES: Provider shall prepare and submit to the Subrecipient a draft PCR by the close of business no later than thirty (30) days from Provider's receipt of the last Final Inspection Report, which indicates that all Housing Units approved in Subrecipient's grant have been completed. Provider shall then cooperate with the Subrecipient to submit a final, signed, PCR to the GLO by the close of business no later than sixty (60) days from Provider's receipt of the last Final Inspection Report. The PCR must be submitted in accordance with the specifications in the Project Implementation Manual, and must include a full description of all Subrecipient projects, both as originally assigned and as ultimately completed, accounting for all Amendments, Revisions, and Technical Guidance Letters, if any.

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II. TERM

2.01 DURATION

This Contract shall be effective as of the date signed by the last party and shall terminate on termination date of the Subrecipient's contract with GLO with funding. The Subrecipient, at its own discretion, may extend any contract awarded pursuant to the Solicitation for up to one (1) year with additional five (5) year terms or until the time the grant funding expires, whichever comes first. Any extension will be subject to terms and conditions mutually agreeable to both parties.

2.02 EARLY TERMINATION

The Subrecipient may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Provider shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

2.03 ABANDONMENT OR DEFAULT

If the Provider defaults on the Contract, the Subrecipient reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible vendor qualified under the Solicitation. The defaulting provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the Subrecipient based on the seriousness of the default.

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III. CONSIDERATION

3.01 CONTRACT LIMIT, FEES, AND EXPENSES

Provider will be compensated on a negotiated fee basis, for a not to exceed amount of 9% percent of grant awarded funds for infrastructure which is a maximum of Twenty-Eight Thousand **DOLLARS ($28,000)** and for housing which is a not to exceed amount of 2% for administration and a not exceed amount of 10% for Project Delivery Costs, reimbursable in increments as shown in the Benchmarks in **Attachment C** for the type of work to be performed. The Grant Administration Fee shall not exceed the maximum amount available for such services as prescribed by the Subrecipient Agreement, the GLO, HUD or any governing law, for the term of this Contract. The Subrecipient agrees to pay Provider in accordance with The Prompt Pay Act Tex. Govt. Code Ch. 2251.

The form of invoice will be prescribed by the Subrecipient and made available to Provider in a separate submission from the Subrecipient.

Grant funds must not be commingled between or among HUD funding rounds; nor between or among Non-Housing and Housing assignments.

Reimbursement for services may be requested based on the Benchmarks**,** according to the type of services authorized, contingent upon Provider's facilitation of the timely submission of each Quarterly Report required, as discussed in **SECTION 1.04**, above.

At a minimum, invoices must clearly reflect:

(a) Provider's Contract Number;

(b) the name and GLO Contract Number (12 digits) of the Subrecipient Agreement to which services have been provided;

(c) the current amount being billed;

(d) the cumulative amount billed previously;

(e) the balance remaining to be billed; and

(f) an itemized statement of services performed, including documentation as required under the Contract, such as invoices, receipts, statements, stubs, tickets, time sheets, and any other which, in the judgment of the Subrecipient, provides full substantiation of reimbursable costs incurred.

Subject to the maximum Contract amount authorized herein, upon specific, prior, written approval by the Subrecipient, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract for professional or technical personnel who are (a) away from the cities in which they are permanently assigned; (b) conducting business specifically authorized by the Subrecipient; and (c) performing services not originally contemplated in the Scope of Services.

The limit for such reimbursements shall be the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, *TexTrave*l. If a rate within the limits set forth in *TexTravel* is not available, Provider shall use its best efforts to obtain the lowest available room rate. Provider shall obtain prior approval from the Subrecipient.

NOTICE TO PROVIDER:

Failure to include all of the information required in **SECTION 3.01** with each invoice may result in a significant delay in processing payment for the invoice.

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IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

Provider represents that all services performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider represents that all work product, including Deliverables if any, under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to submit Deliverables timely or to perform satisfactorily under conditions required by this Contract, the Subrecipient may require Provider, at its sole expense, to the extent such defect or damage is caused by the negligence of Provider, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action so that future performance and Deliverables conform to the Contract requirements.

4.02 GENERAL AFFIRMATIONS

To the extent that they are applicable, Provider further certifies that the General Affirmations in **Attachment B** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

4.03 FEDERAL ASSURANCES

To the extent that they are applicable, Provider further certifies that the Federal Assurances in **Attachment A** have been reviewed and that Provider is in compliance with each of the requirements reflected therein. The Federal Assurance form must be executed by Provider's authorized signatory.

4.04 FEDERAL CERTIFICATIONS

To the extent that they are applicable, Provider further certifies that the Federal Certifications also in **Attachment A** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein. The Federal Certifications form must be executed by Provider's authorized signatory.

In addition, Provider certifies that it is in compliance with any other applicable federal laws, rules, or regulations, as they may pertain to this Contract including, but not limited to, those listed in Attachment C.

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V. FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

(a) Funding for this Contract is appropriated under the Transportation, Housing and Urban Development, and Related Agencies Appropriation Act, 2016, Pub. L. No. 114-113 enacted on December 18, 2015, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by Hurricanes Dolly and Ike, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR Program, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for non-compliance.

(b) **All participants in the CDBG-DR grant program must have a data universal numbering system (DUNS) number, as well as a Commercial And Government Entity (CAGE) Code.**

(c) **The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the Central Contractor Registration web site at:**

https://www.bpn.gov/ccr/

Assistance with this web site may be obtained by calling **866-606-8220**.

5.02 STATE FUNDING

(a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the Subrecipient, in its sole discretion, may terminate this Contract. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

(b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

Provider shall conduct, in a satisfactory manner as determined by the Subrecipient, the Project as set forth in the Contract. The discretionary right of the Subrecipient to terminate for convenience under **SECTION 2.02** notwithstanding, it is expressly understood and

agreed by Provider that the Subrecipient shall have the right to terminate the Contract and to recapture, and be reimbursed for any payments made by the Subrecipient (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.

5.04 OVERPAYMENT

Provider understands and agrees that it shall be liable to the Subrecipient or the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Provider further understands and agrees that reimbursement of such disallowed costs shall be paid by Provider from funds which were not provided or otherwise made available to Provider under this Contract.

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VI. OWNERSHIP

6.01 OWNERSHIP AND THIRD-PARTY RELIANCE

(a) The Subrecipient shall own, and Provider hereby assigns to the GLO, all right, title, and interest in all services to be performed; all goods to be delivered; and/or all other related work product prepared, or in the course of preparation, by Provider (or its subcontractors) pursuant to this Contract, together with all related worldwide intellectual property rights of any kind or character (collectively, the "Work Product"). Under no circumstance will any license fee, royalty, or other consideration not specified in this Contract be due to Provider for the assignment of the Work Product to the GLO or for the GLO's use and quiet enjoyment of the Work Product in perpetuity. Provider shall promptly submit all Work Product to the GLO upon request or upon completion, termination, or cancellation of this Contract for any reason, including all copies in any form or medium.

(b) Provider and the Subrecipient shall not use, willingly allow, or cause such Work Product to be used for any purpose other than performance of Provider's obligations under this Contract without the prior written consent of either party and the GLO. Work Product is for the exclusive use and benefit of and may be relied upon only by the parties. Prior to distributing any Work Product to any third party, other than the GLO, the parties shall advise such third parties that if it relies upon or uses such Work Product, it does so entirely at its own risk without liability to the GLO, Provider, or the Subrecipient.

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VII. RECORDS, AUDIT, RETENTION, CONFIDENTIALITY, PUBLIC RECORDS

7.01 BOOKS AND RECORDS

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the Subrecipient, the GLO, the State of Texas Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

7.02 INSPECTION AND AUDIT

(a) Provider agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and Work Product shall be subject, at any time, to inspection, examination, audit, and copying at any location where such records and Work Product may be found, with or without notice from the Subrecipient, the GLO, HUD, or other government entity with necessary legal authority. Provider agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Provider will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and Work Product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.

(b) Provider understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Provider will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Provider relating to the Contract for any purpose. HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. **PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**

(c) Provider will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to those identified in **Attachment D**, governing audit requirements pertaining to the Project.

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7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the State of Texas CDBG-DR grant program, in accordance with federal regulations. **The Subrecipient will notify all Program participants of the date upon which local records may be destroyed.**

7.04 CONFIDENTIALITY

To the extent permitted by law, Provider and the Subrecipient agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the Subrecipient to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Provider or the Subrecipient; or (c) information that Provider or the Subrecipient is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the Subrecipient, use this Contract as a marketing or sales tool, or make any press releases concerning work under this Contract without the prior written consent of the Subrecipient.

7.05 PUBLIC RECORDS

Information related to the performance of this Contract may be subject to the Public Information Act ("PIA") and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information required under the PIA available to the Subrecipient in portable document file (".pdf") format or any other format agreed between the Parties. Failure of Provider to mark as "confidential" or a "trade secret" any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the Subrecipient for releasing such information without prior notice to Provider. Provider shall notify the Subrecipient within twenty-four (24) hours of receipt of any third party written requests for information and forward a copy of said written requests to the Subrecipient. If the request was not written, Provider shall forward the third party's contact information to the Subrecipient.

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VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and in the form required by **Attachment E** of this Contract**, REQUIRED INSURANCE AND FORM**. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or "underwriter's schedules") establishing to the satisfaction of the Subrecipient the nature and extent of coverage granted by each policy.

Provider shall submit certificates of insurance and endorsements electronically, in the manner requested by the Subrecipient. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Provider shall secure such additional policies or coverage as the Subrecipient may reasonably request or that are required by law or regulation.

Provider will be responsible for submitting renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the term of this Contract. Provider may not be actively working on behalf of the Subrecipient if the insurance coverage does not adhere to insurance requirements. Failure to submit required insurance documents may result in the cancellation of this Contract.

8.02 TAXES/WORKERS' COMPENSATION/UNEMPLOYMENT INSURANCE

PROVIDER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROVIDER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROVIDER'S AND PROVIDER'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROVIDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE SUBRECIPIENT SHALL NOT BE LIABLE TO THE PROVIDER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. 2) PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE SUBRECIPIENT NAMED AS A DEFENDANT IN ANY LAWSUIT AND PROVIDER

MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE SUBRECIPIENT. PROVIDER AND THE SUBRECIPIENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

8.03 LEGAL OBLIGATIONS

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

8.04 INDEMNITY

EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE SUBRECIPIENT OR THE GLO, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE STATE OF TEXAS, THE GLO, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE SUBRECIPIENT, THE STATE OF TEXAS, AND THE GLO FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:

- **THIS CONTRACT;**
- **ANY NEGLIGENCE, ACT, OMISSION, OR MISCONDUCT IN THE PERFORMANCE OF THE SERVICES REFERENCED HEREIN; OR**
- **ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.**

PROVIDER SHALL BE RESPONSIBLE FOR THE SAFETY AND WELLBEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE SUBRECIPIENT. THE PROVISIONS OF THIS SECTION 8.03 SHALL SURVIVE TERMINATION OF THIS CONTRACT.

8.05 ASSIGNMENT AND SUBCONTRACTS

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the Subrecipient. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods delivered, and/or the services rendered by Provider and/or any of its subcontractors comply

with all the terms and provisions of this Contract. Provider will provide written notification to the Subrecipient of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

8.06 RELATIONSHIP OF THE PARTIES

Provider is associated with the Subrecipient only for the purposes and to the extent specified in this Contract, and, with respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the Subrecipient or the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the Subrecipient shall have no obligation with respect to:

(a) withholding of income taxes, FICA, or any other taxes or fees;
(b) industrial or workers' compensation insurance coverage;
(c) participation in any group insurance plans available to employees of the State of Texas;
(d) participation or contributions by the State to the State Employees Retirement System;
(e) accumulation of vacation leave or sick leave; or
(f) unemployment compensation coverage provided by the State.

8.07 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract including, but not limited to, those attached hereto and incorporated herein for all purposes as **Attachment D**. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

8.08 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

Subrecipient
City of Wimberley
221 Stillwater
P.O. Box 2027
Wimberley TX 78676
Attention: Shawn Cox, City Administrator

Provider
Langford Community Management Services, Inc
2901 CR 175
Leander, Texas 78641
Attention: Judy Langford. President

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.10 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit between Subrecipient and Provider under this Contract shall be in a court of competent jurisdiction in Montague County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

8.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.12 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected party's obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

8.13 DISPUTE RESOLUTION

If the TxCDBG program imposes a reduction in administrative grant funds due to non-compliance and/or disallowed costs as stipulated by the agency, the contracting parties will

negotiate an agreement of payment. If the non-compliance and/or disallowed costs is (are) not the fault or in control of the consulting firm, the County will be responsible for the difference in grant funds. If the negotiation phase between the contracting entities does not reach an agreement, executives of the contracting entities, with decision-making authority, will enter into mediation to facilitate a settlement by employing a skilled neutral, not to impose a solution, but to assist the parties in reaching agreement. A final binding Arbitration Phase will occur in case the non-binding phase produces no settlement.

8.14 ENTIRE CONTRACT AND MODIFICATION

This Contract, its integrated Attachment(s), and any Technical Guidance issued in conjunction with this Contract, if any, constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Technical Guidance Letter shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

8.15 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void. In the sole discretion of the GLO, Work Orders issued, if any, may be executed by the parties in counterparts exchanged by electronic mail.

8.16 THIRD-PARTY BENEFICIARY

The Parties agree that the GLO, as the administrator of the CDBG-DR program, is a third-party beneficiary to this Contract and that the GLO shall have the right to enforce any provision of this Contract. Provided, however, that GLO shall only enforce a provision Contract after notifying the Parties, in writing, of a potential breach or default of the Contract and allowing the Provider sixty (60) days to cure the breach or default. Venue of any suit under this Section 8.17 shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.17 PROPER AUTHORITY

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed

by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

CITY OF WIMBERLEY

BY: _____	BY: _____
(Local Official)	(Subrecipient's Authorized Representative)
_____	Judy Langford_____
(Printed Name)	(Printed Name)
Mayor_____	President_____
(Title)	(Title)

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property aquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Judy Langford	President
APPLICANT ORGANIZATION	DATE SUBMITTED
Langford Community Management Services, Inc.	

SF-424D (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED

FORM CD-512
(REV 12-04)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING
LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over $100,000 or a loan or loan guarantee over $150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
Langford Community Management Services, Inc.	GLO 2015 - 2016 Disaster CDBG
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Judy Langford, President	
SIGNATURE	DATE

THIS FORM MUST BE EXECUTED

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*: 4c	**Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

N/A

THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.

3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.

4. Section 2155.004 of the Texas Government Code prohibits the award of a contract that includes proposed financial participation by a person who received compensation from the Subrecipient to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

5. Under Texas Family Code section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

6. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.

7. The Subrecipient is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The Subrecipient will cross-reference Providers/vendors with the federal System for Award Management (https://www.sam.gov/), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

8. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov/.

9. Under Section 2155.006(b) of the Texas Government Code, the Subrecipient may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

10. The state auditor may conduct an audit or investigation of any entity receiving state funds directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.

11. Provider understands that the neither the Subrecipient nor the GLO tolerate any type of fraud. The Subrecipient's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov.

NOTE: Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

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Attachment C – Scope of Work

TEXAS GENERAL LAND OFFICE
GRANT ADMINISTRATION SERVICES
SCOPE OF WORK

SCOPE OF SERVICES REQUESTED 2
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS 2
GRANT ADMINISTRATION SERVICES – INFRASTRUCTURE 5
GRANT ADMINISTRATION SERVICES – RENTAL HOUSING 7
GRANT ADMINISTRATION SERVICES – NON-RENTAL HOUSING 13

SCOPE OF SERVICES REQUESTED

Providers will help the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery ("CDBG-DR") statutory responsibilities related to recovery in connection with any federally declared disaster. Providers will assist the GLO and/or grant recipients in completion of CDBG-DR qualified housing or non-housing projects. Respondents may be qualified to provide Grant Administration services for housing projects, non-housing projects, or both. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondent must be able to perform the tasks listed herein to be considered eligible for an award under this Solicitation. Respondents should provide a detailed narrative of their experience as it relates to each of the items below. Respondents should clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. Grant Administration Services will be provided in conformance with the guidance documents and use forms provided by the subrecipient utilizing GLO guidance. The providers shall furnish pre-funding and post-funding grant administrative services to complete the disaster recovery projects, including, but not limited to the following:

Pre-Funding Services

Grant Administrator will develop project scope and complete CDBG-DR application. The provider will work with the subrecipient and Engineering, if applicable, to provide the concise information needed for submission of complete disaster recovery funding application and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Grant Administrator will administer and complete infrastructure, utilities, housing and eligible projects approved for disaster recovery funding. The selected administrative firm must follow all requirements of the Texas CDBG Disaster Recovery program.

Grant Administration Services – General

(a) Administrative Duties:

i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.

ii. May assist in public hearings.

iii. Will work with GLO's system of record.

iv. Provide monthly project status updates.

v. Funding release will be based on deliverables identified in the contract.

vi. Labor and procurement duties:

a. Provide all Labor Standards Officer (LSO) Services.

b. Ensure compliance with all relevant labor standards regulations.

c. Ensure compliance with procurement regulations and policies.

d. Maintain document files to support compliance.

vii. Financial duties:

a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).

b. Assist subrecipient with the procurement of audit services.

c. Assist subrecipient in establishing and maintaining a bank account for disaster recovery funds.

d. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.

e. Implementation and coordination of Section 504 requirements.

f. Program compliance.

g. Ensure that fraud prevention and abuse practices are in place and being implemented.

h. Prepare and submit all closeout documents.

i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.

j. Assist in preparation of contract revisions and supporting documents including but not limited to:

- Amendments/modifications,
- Change orders.

(b) Construction Management

i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.

ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.

iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.

iv. The provider may assist the subrecipient with project Activity Draws/Close Out.

v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.

vi. The provider may assist the subrecipient in developing

Architectural and Engineering plans with guidance from the GLO.

vii. Reassignment scope alignment (if necessary).

Grant Administration Services – Infrastructure

a) Administrative Duties:

i. Ensure program compliance including all CDBG-DR requirements and all part's therein, current Federal Register, etc.

ii. Assist subrecipient in establishing and maintaining financial processes.

iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.

iv. Establish and maintain record keeping systems.

v. Assist subrecipient with resolving monitoring and audit findings.

vi. Serve as monitoring liaison.

vii. Assist subrecipient with resolving third party claims.

viii. Report suspected fraud to the GLO.

ix. Submit timely responses to the GLO requests for additional information.

x. Complete draw request forms and supporting documents.

xi. Facilitate outreach efforts, application intake, and eligibility review.

xii. Perform any other administrative duty required to deliver the project.

xiii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.

xiv. Submit change requests and all required documentation related to any change requests.

(b) Acquisition Duties:

i. Submit acquisition reports and related documents.

ii. Establish acquisition files (if necessary).

iii. Complete acquisition activities (if necessary).

(c) Environmental Services

i. Assist detailed scope of services

a. Review each Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;

b. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;

c. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;

d. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;

e. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;

f. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;

g. Complete and submit the environmental review into GLO's system of record;

h. At least one site visit to project location and completion of a field observation report

i. Prepare and submit for publication all public

notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;

j. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;

k. Process environmental review and clearance in accordance with NEPA;

l. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;

m. Prepare and submit Monthly Status Report; and

n. Participate in regularly scheduled progress meetings.

Grant Administration Services – Rental Housing

a) Administrative Duties:

i. Develop and submit for approval rental guidelines.

ii. Assist the grant recipient in developing a Notice of Funding Availability (NOFA).

iii. Develop and submit for approval an Affirmative Marketing Plan on behalf of the subrecipient utilizing GLO guidance.

iv. Develop a tenant selection policy on behalf of the subrecipient based on GLO guidance.

v. Develop and submit for approval a needs assessment on behalf of the subrecipient based on GLO guidance.

vi. Develop and submit to site-specific environmental reviews as required by 24 CFR Part 58.

vii. Develop and submit a monitoring plan for approved projects on behalf of the subrecipient based on GLO guidance.

viii. The provider will assist the subrecipient in conducting assessments of all incomplete projects and align the GLO Form

11.17, to the constructed project. The provider will determine the percent complete and the dollar value of the partially completed project and the dollar value necessary to assign to the new Contractor to complete the project. This is accomplished through a joint Provider and Contractor site visit utilizing the initial Contractor's GLO Form 11.17, as the basis for construction and payment due to the contractor.

b) Project Case Management:

i. Assist the subrecipient with any project, transaction, service or response that is "opened" and "closed" over a period of time to achieve resolution of a problem, claim, request, proposal, development or other complex activity.

ii. Assist the subrecipient in developing project application eligibility procedures, processing, and approvals.

c) Site Inspections:

i. Assist the subrecipient with Disaster Damage Assessments (Damage Inspections) - Assist in performing a visual field review of projects to determine the presence of damage to the project that may be attributable to the disaster event. The damage assessment will follow the GLO issued Damage Assessment Guidelines and includes:

a. Assist the subrecipient with observations and documentation (written and photographic) of findings of disaster-related damage to the following:

i. Foundation;

ii. Exterior walls;

iii. Exterior wall finishes;

iv. Windows and doors;

v. Roof system (roof coverings, deck, joists, tie downs, diaphragms, penetrations, flashing, and closures);

vi. Floor system and structure;

vii. Electrical system components;

viii. Plumbing system components;

ix. Heating, ventilation and air conditioning system;

x. Interior wall finishes;

xi. Interior fixtures and components;

xii. Porches;

xiii. Exterior stairs and ramps;

xiv. Miscellaneous items not covered by the above such as septic systems, chimneys/fireplaces, etc.

b. The results of the Disaster Damage Assessment will be provided according to the GLO sample provided in the GLO issued Damage Assessment Guidelines. The damage inspector's report will include:

i. The reviewer's name;

ii. The property address;

iii. The homeowner's name;

iv. A checklist of housing components that may have received disaster damage, if any;

v. A narrative that specifically and clearly documents disaster-related property damage via photographic evidence and detailed narratives of the damage;

vi. The reviewer's certification, signature, and date of review.

c. The results of the disaster damage assessment may be provided in a format similar to *Forms 11.01 or 11.01A*. The 11.01A, Initial Inspection Checklist, Short will be completed for homes that have received disaster damage that obviously cannot be rehabilitated. Form 11.01 will be completed in accordance with the guidance contained in HQS 52580.

ii. Estimated Cost of Repair Inspection (Work Write-Up):

a. Assist in providing an estimated cost of repair inspections with the damage assessments. Upon notification that a project has been determined eligible for Program

assistance, the respondent will prepare an Estimated Cost of Repair (ECR) for the program-eligible repairs.

b. ECR's will be developed to include repair of damage that could reasonably be attributed to the disaster event and repairs to bring the project into compliance with HUD Housing Quality Standards, local, state and federal building codes. The scopes of repair will be developed to include work items necessary for the identified repairs to be performed in accordance with the International Residential Code, 2009 Edition (where required) and to meet the GLO's Minimum Housing Design Standards.

c. Assistance to the subrecipient may include:

    i. Contact the project owner to schedule a date and time to perform the field review.

    ii. Travel to the project site.

    iii. Perform the visual review of the project to determine the approximate amount and extent of damage to the project. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage if not already documented.

    iv. Develop a Scope of Repair to address the observed damage and initially determine the applicability of the proposed repairs to the criteria of the Program. The draft Scope of Repair will include:

        a. a summary list of items to be addressed;

        b. a basic description of the repair approach for each item;

        c. estimated item quantities; and

        d. site photographs.

    v. Consider the following in preparation of the ECR:

        a. the specific materials needed;

        b. the quantity of those materials;

        c. trades involved;

d. the level of effort and duration for each trade;

e. estimated rates and manpower; and

f. equipment required to accomplish each of the identified repairs.

vi. Utilize the following to develop the ECR:

a. current industry cost standards as identified by Xactimate or RSMeans price lists for the project location;

b. experience with projects of similar size and scope; and

c. Knowledge of the local market rates and conditions.

vii. Summarize the data and findings into the final ECR and will furnish a copy of the ECR to the subrecipient. The final ECR will include the following:

a. a completed *Form 11.17, Work Write-up and Cost Estimate* containing a general scope of repair and summary of construction costs.

viii. Assist the subrecipient with project inspections at:

a. 50% complete

b. A final inspection at 100% complete

ix. In the case of a single family rental, assist the subrecipient with reconstruction inspections:

a. Foundation

b. 33% complete progress inspection

c. 66% complete progress inspection

d. Final inspection at 100% completion

e. Arrange for and TREC inspection to be conducted prior to closing.

x. Upon notification of a project being ready for a Construction Review, the provider may:

a. Contact the project owner and or subrecipient to schedule a date and time to perform the Review.

b. Travel to the project site.

c. Conduct on-site observations (field review) of the work completed.

The purpose of the field review is to observe and document: the progress of the work; the estimated quantity and value of work accomplished to date; the materials and workmanship utilized; the general conformance to the agreed upon Scope of Repairs (Scope); and identify items necessary for completion.
During the field review, the provider may observe work which, in its opinion, does not conform generally to the agreed upon Scope or may compromise the integrity of the repair. The provider may recommend rejection of this work.

Upon completion of the field review, the provider may summarize and present the findings of the field review to include:

i. Estimated amounts owed to the Contractor.

ii. Items of work that are incomplete (Punch List items).

iii. Other items of work that may be required by the apparent intent of the Scope that is not included in the Scope.

d) Environmental Service

i. The provider may assist the subrecipient in performing environmental reviews and documentation for HUD compliance in connection with the program. The provider may provide services for the preparation of Environmental Review Records (ERR) in accordance with the standards set forth by HUD and the statutes, executive orders, and regulations listed at 24 CFR Part 58.

ii. The provider may submit a request for Special Services to

subrecipient if environmental document review and site inspections indicate that additional investigation is warranted.

iii. Special services may include, but are not limited to the following tasks:

a. Archeological study required by SHPO;

b. Lead-based paint and/or asbestos inspection; and

c. Wetlands assessment.

Grant Administration Services – Non-Rental Housing

a) Administrative Duties:

i. Develop and implement Outreach Plans detailing specific outreach for the project. Plans will be required to be submitted and approved by GLO on a project by project basis.

ii. Perform extensive community outreach to affected areas on behalf of the subrecipient utilizing GLO guidance.

iii. Develop and submit for approval Housing Guidelines on behalf of the subrecipient utilizing GLO guidance.

iv. Develop and submit for approval a Needs Assessment on behalf of the subrecipient based on GLO guidance.

v. Provide case management support to subrecipient to manage the grant applications process, including but not limited to:

a. creating eligibility procedures to lessen the fallout of applicants;

b. advising applicants on eligibility and program requirements, and assist in application preparation and submission;

c. facilitating intake of applications from grant applicants;

d. performing eligibility reviews;

e. processing applications, including necessary communications;

f. capture applicant fallout reasons; and

g. the follow-up to grant applicants.

vi. Participate in the appeals process and handling of disputes for disallowed/ineligible applications.

vii. Act as an advocate for applicants through appeals process when required.

viii. Assist applicants through housing construction process.

ix. Perform other application management and homeowner support duties as required to ensure the success of the program.

x. Develop and submit to site-specific environmental reviews as required by 24 CFR Part 58.

xi. Provide construction and builder management services as required to comply with applicable construction codes and program requirements.

xii. The provider will assist the subrecipient in conducting assessments of all incomplete projects and align the GLO *Form 11.17*, to the constructed project. The provider will determine the percent complete and the dollar value of the partially completed project and the dollar value necessary to assign to the new Contractor to complete the project. This is accomplished through a joint Provider and Contractor site visit utilizing the initial Contractor's GLO *Form 11.17,* as the basis for construction and payment due to the contractor.

b) Site Inspections

i. Establish Disaster Damage Assessments (Damage Inspections).

a. Assist in performing a visual field review of single-family housing units to determine the presence of damage to the home that may be attributable to the disaster event. The damage assessment will follow the GLO issued Damage Assessment Guidelines and includes:

b. The respondent may assist the subrecipient with:

i. Contacting the Homeowner to schedule a date and time to perform the field review.

ii. Traveling to the project site.

iii. Interviewing the Homeowner on site to gain a perspective of the pre-disaster condition of the

structure; damage resulting directly from the disaster; and damage resulting from subsequent deterioration. The provider may utilize this information to assist in its review of the housing unit.

c. Performing the visual review of the housing unit to determine the presence of damage to the home that may be attributed to a national disaster declaration. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage to the following:

i. Foundation;

ii. Exterior walls;

iii. Exterior wall finishes;

iv. Windows and doors;

v. Roof system (roof coverings, deck, joists, tie downs, diaphragms, penetrations, flashing, and closures);

vi. Floor system and structure;

vii. Electrical system components;

viii. Plumbing system components;

ix. Heating, ventilation and air conditioning system;

x. Interior wall finishes;

xi. Interior fixtures and components;

xii. Porches;

xiii. Exterior stairs and ramps;

xiv. Miscellaneous items not covered by the above such as septic systems, chimneys/fireplaces, etc.

d. The results of the Disaster Damage Assessment will be provided according to the GLO sample provided in the GLO issued Damage Assessment Guidelines. The damage inspectors report will include:

i. The reviewer's name;

ii. The property address;

iii. The homeowner's name;

iv. A checklist of housing components that may have received disaster damage, if any;

v. A narrative that specifically and clearly documents disaster-related property damage via photographic evidence and detailed narratives of the damage; and

vi. The reviewer's certification, signature, and date of review.

The results of the disaster damage assessment may be provided in a format similar to the *11.01 or 11.01A* forms. The *11.01A, Initial Inspection Checklist, Short* will be completed for homes that have received disaster-damage that obviously cannot be rehabilitated. *Form 11.01,* will be completed in accordance with the guidance contained in HQS 52580.

ii. Estimated Cost of Repair Inspection (Work Write-Up).

a. Assist in providing an estimated cost of repair inspections with the damage assessments. Upon notification that a property has been determined eligible for Program assistance, the respondent will prepare an Estimated Cost of Repair ("ECR") for the program-eligible repairs.

b. ECRs will be developed to include repair of damage that could reasonably be attributed to the disaster event and repairs to bring the home into compliance with HUD Housing Quality Standards, local, state and federal building codes. The scopes of repair will be developed to include work items necessary for the identified repairs to be performed in accordance with the International Residential Code, 2009 Edition (where required) and to meet the GLO's Minimum Housing Design Standards.

c. Assistance to the subrecipient may include:

i. Contact the Homeowner to schedule a date and time to perform the field review.

ii. Travel to the project site.

iii. Perform the visual review of the housing unit to determine the approximate amount and extent of damage to the home. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage if not already documented.

iv. Develop a Scope of Repair to address the observed damage and initially determine the applicability of the proposed repairs to the criteria of the Program. The draft Scope of Repair will include:

a. a summary list of items to be addressed;

b. a basic description of the repair approach for each item;

c. estimated item quantities; and

d. site photographs.

iii. Consider the following in preparation of the ECR:

a. the specific materials needed;

b. the quantity of those materials;

c. trades involved;

d. the level of effort and duration for each trade;

e. estimated rates and manpower; and

f. equipment required to accomplish each of the identified repairs.

iv. Utilize the following to develop the ECR:

a. current industry cost standards as identified by Xactimate or RSMeans price lists for the project location;

b. experience with projects of similar size and scope; and

c. knowledge of the local market rates and conditions.

v. Summarize the data and findings into the final ECR and will furnish a copy of the ECR to the applicable subrecipient. The final ECR will include the following:

a. A completed *Form 11.17, Work Write-up and Cost Estimate* containing a general scope of repair and summary of construction costs.

vi. Assist the subrecipient with Rehabilitation Inspections at:

a. 50% complete progress inspection

b. A final inspection at 100% complete

vii. Assist the subrecpieint with reconstruction inspections at:

a. Foundation

b. 33% complete progress inspection

c. 66% complete progress inspection

d. A final inspection at 100% complete

viii. Upon notification of a home being ready for a Construction Review, the provider may contact the homeowner and contractor to schedule a date and time to perform the Review.

a. Travel to the project site.

b. Conduct on-site observations (field review) of the work completed. The purpose of the field review is to observe and document: the progress of the work; the estimated quantity and value of work accomplished to date; the materials and workmanship utilized; the general conformance to the agreed upon Scope of Repairs (Scope); and identify items necessary for completion. During the field review, the provider may observe work which, in its opinion, does not conform generally to the agreed upon Scope or may compromise the integrity of the repair. The provider may recommend rejection of this work.

Upon completion of the field review, the provider may summarize and present the findings of the field review to include:

a. Estimated amounts owed to the Contractor.

b. Items of work that are incomplete (Punch List items).

c. Other items of work that may be required by the apparent intent of the Scope that is not included in the Scope.

c) Environmental Services

i. The provider may assist the subrecipient in performing environmental reviews and documentation for HUD compliance in connection with the Program. The provider will provide services for the preparation of Environmental Review Records (ERR) in accordance with the standards set forth by HUD and the statutes, executive orders, and regulations listed at 24 CFR Part 58.

ii. The provider may submit a request for Special Services to subrecipient if environmental document review and site inspections indicate that additional investigation is warranted.

iii. Special services may include, but are not limited to the following tasks:

a. Archeological study required by SHPO;

b. Lead-based paint and/or asbestos inspection; and

c. Wetlands assessment.

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual;

Plan for Disaster Recovery; and

Guidance Documents: 2008 Supplemental Disaster Recovery Fund: Hurricanes Dolly and Ike; and Non-Housing Activities Application Guide, issued by the Texas Department of Housing and Community Affairs.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part l, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The

failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq*.); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. 276a-276a-5 and re-codified at 40 U.S.C. 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. 874 and re-codified at 40 U.S.C. 3145): 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. § 327A and 330 and re-codified at 40 U.S.C. 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended;

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212); and

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended;

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c);

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and the procedures established by TDRA thereunder.

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R. 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.)*, particularly section 3 (16 U.S.C. 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24,1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c).

AIR QUALITY

The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51) (other than the runway clear zone and clear zone notification requirement in 24 C.F.R. 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. Section 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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City Council Agenda Form

Date Submitted: May 15, 2018

Agenda Date Requested: May 17, 2018

Project/Proposal Title: DISCUSSION AND POSSIBLE ACTION – Paving of Hidden Valley Road

Council Action Requested:
- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

Project/Proposal Summary:

Place Two Council Member Craig Fore requested this item be placed on the agenda for consideration and possible action.

City Council Agenda Form

Date Submitted: May 15, 2018

Agenda Date Requested: May 17, 2018

Project/Proposal Title: DISCUSSION AND POSSIBLE ACTION – Unification Program

Council Action Requested:
- ☐ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Discussion

Project/Proposal Summary:

Place Four Council Member Gary Barchfeld requested this item be placed on the agenda for consideration and possible action.

This Item involves the City of Wimberley reaching out to other organization and governing bodies to introduce ourselves and to work more closely with neighboring groups for the enrichment of the entire Community. I suggest we request our City Administrator to visit with the County, so we can attend Hays County Commissioners Court to introduce the new Council. Likewise, I would like us to meet with Woodcreek City Council and Wimberley Independent School Board. The Council should also meet with the professionals that take care of the Community's Health and Safety; including but not limited to, EMS, Wimberley Volunteer Fire Department, the Sheriff's Department and the Constable. The more familiar we all are with each other the better we can all work together.