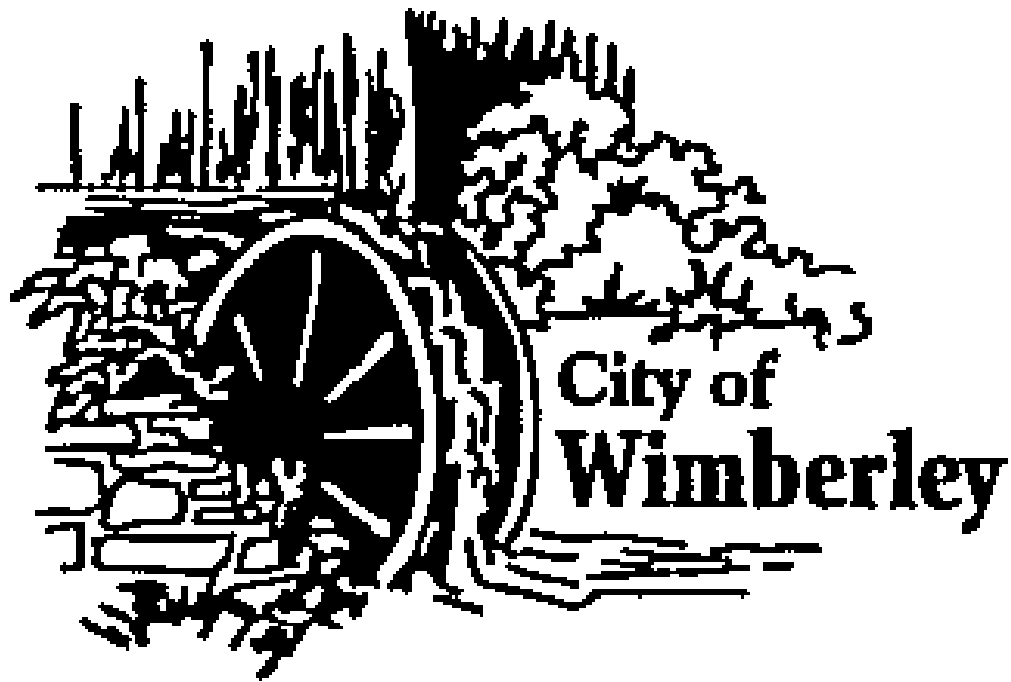
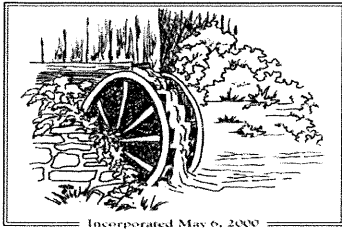




REGULAR CITY COUNCIL MEETING PACKET

Thursday, February 21, 2019

5:30 p.m.



City of Wimberley

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

REGULAR CITY COUNCIL MEETING
WIMBERLEY CITY HALL – CITY COUNCIL CHAMBERS
221 STILLWATER, WIMBERLEY, TEXAS 78676
THURSDAY, FEBRUARY 21, 2019 – 5:30 P.M.

AGENDA
(AMENDED)

1. **CALL TO ORDER** February 21, 2019 at 5:30 p.m.
2. **CALL OF ROLL** City Secretary
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG**
5. **PRESENTATIONS AND POSSIBLE ACTION**
 - A. Presentation and consider possible action to approve Resolution No. 02-2019, opposing the routing of the proposed Permian Highway Pipeline through the Wimberley Valley and requesting immediate action from the State Legislature. (*Wimberley Valley Watershed Association Executive Director David Baker and Place Three Council Member Allison Davis*)
 - B. Presentation from Langford Community Management Services, Inc. regarding an update on HMGP/GLO projects. (*Judy Langford*)
6. **CITIZENS COMMUNICATIONS**

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

Update regarding the status of the Central Wimberley Wastewater Project and investment updates for the first quarter of FY 2019. (*City Administrator Shawn Cox*)

8. PUBLIC HEARING AND POSSIBLE ACTION

Hold a public hearing and consider approval regarding case ZA-19-001, an application to change the zoning from Single-Family Residential 2 (R-2) to Commercial-Low Impact (C-1) for property located at 13301 Ranch Road 12, Wimberley, Hays County, Texas; and providing for the following: delineation on zoning map; findings of fact; severability; effective date and proper notice and meeting. (*Mystic Hill, LLC, Sibyl Burrows, Applicant*)

9. DISCUSSION AND POSSIBLE ACTION

- A. Discuss and consider possible action regarding a request to operate a food service trailer at 411 FM 2325 in Wimberley, Texas. (*Angie Henderson, Applicant*)
- B. Discuss and consider possible action to approve a bid in the amount of \$4,700.00 from The Fence Guy to install bollards and cable along Spoke Hollow Road. (*Public Works Superintendent John Provost*)
- C. Discuss and consider possible action to enter into a contract with Host Compliance for the provision of STR software for an amount not to exceed \$19,000. (*City Administrator Shawn Cox*)
- D. Discuss and consider possible action regarding the City's protocol to thank citizen volunteers for their efforts at the end of their service term. (*Place Four Council Member Gary Barchfeld*)
- E. Discuss and consider possible action to plan a joint workshop with City Council and the Wastewater Ad Hoc Advisory Committee. (*Place Four Council Member Gary Barchfeld*)
- F. Discuss and consider possible action regarding Division 2, City Administrator, of Article 2.05, City Officers, of Chapter 2, Administration and Personnel. (*Mayor Susan Jaggars*)
- G. Discuss and consider possible action regarding Division 2, Article 2.02.013, Relationship with City Staff. (*Mayor Susan Jaggars*)

10. CITY COUNCIL REPORTS

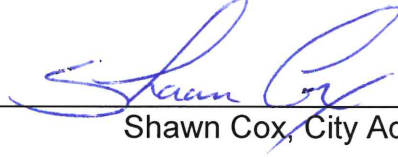
- A. Announcements
- B. Future agenda items

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

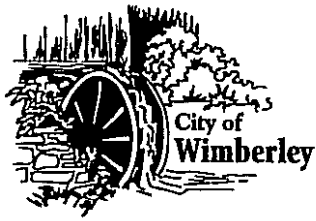
I hereby certify the above Notice of Meeting was posted on the bulletin board at Wimberley City Hall, a place convenient and readily accessible to the general public at all times, and to the City's website, www.cityofwimberley.com, in compliance with Chapter 551, Texas Government Code, on Monday, February 18, 2019, by 1:30 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.



Shawn Cox, City Administrator

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





AGENDA ITEM: Resolution No. 02-2019
SUBMITTED BY: Allison Davis, Place Three Council Member
DATE SUBMITTED: February 14, 2019
MEETING DATE: February 21, 2019

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Presentation and consider possible action to approve Resolution No. 02-2019, opposing the routing of the proposed Permian Highway Pipeline through the Wimberley Valley and requesting immediate action from the State Legislature.

REQUESTED ACTION

Motion ☒
Discussion ☒
Ordinance ☐
Resolution ☒
Other ☐

FINANCIAL

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

STAFF RECOMMENDATION

RESOLUTION NO. 02-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WIMBERLEY, TEXAS, OPPOSING THE ROUTING OF THE PROPOSED PERMIAN HIGHWAY PIPELINE THROUGH THE WIMBERLEY VALLEY AND REQUESTING IMMEDIATE ACTION FROM THE STATE LEGISLATURE

WHEREAS, Kinder Morgan and Exxon Mobil in partnership with EagleClaw Midstream Ventures (“Private Partnership”) have begun the process of routing a 42-inch buried natural gas pipeline, known as the Permian Highway Pipeline (“PHP”) from Coynosa, Texas to Sheridan, Texas through the Texas Hill Country and Hays County; and

WHEREAS, the State of Texas has delegated to the Private Partnership the authority to choose the route of the PHP and to take the private land traversed by the PHP using the governmental power of eminent domain; and

WHEREAS, the laws of Texas provide for no oversight or regulatory process to limit this delegation to the Private Partnership, or any opportunity for the landowners of the impacted property to participate in the routing process; and

WHEREAS, the PHP will traverse the properties of multiple landowner properties requiring a permanent easement of fifty (50) feet, plus an additional seventy (75) feet of temporary construction easements; and

WHEREAS, the Private Partnership has not performed an Environmental Impact Study evaluating the potential impact to property near or adjacent to the PHP, the Trinity and Edwards Aquifers, and the surrounding community; and

WHEREAS, the citizens of The City of Wimberley have expressed opposition to the presence of the PHP in the City of Wimberley and Hays County due to its potential negative impacts to the environment, soil, water system, and land values; and

WHEREAS, The City of Wimberley, by and through the above-named members of the governing body, has an interest in the protection of its natural resources and an interest in how the PHP may affect its citizens;

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WIMBERLEY HEREBY ADOPTS THE FOLLOWING RESOLUTION THAT:

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Opposition. The City of Wimberley opposes the PHP on behalf of the interests of the citizens of the City of Wimberley and in recognition of the potential harm the PHP poses to its natural and economic resources.

Section 3. Call to Action. The City of Wimberley requests immediate action by all members of both houses of the Texas Legislature to protect landowners, landowner's property rights and communities from the negative impact of PHP and other potential oil and gas pipelines by:

1. Creating a regulatory process for oil and gas pipeline routing that enables impacted landowners and communities to have a voice in the approval process.
2. Requiring Environmental and Economic Impact Studies for all intra-state oil and gas pipelines.
3. Rescinding the unlimited power of eminent domain granted to private companies.

PASSED AND ADOPTED this 21st day of February, 2019.

ATTEST:

THE CITY OF WIMBERLEY

Laura J. Calcote, City Secretary

Susan Jaggers, Mayor



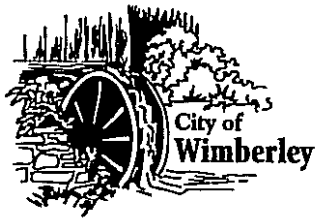
Gary Barchfeld, Mayor Pro Tem

Mike McCullough, Council Member

Craig Fore, Council Member

Allison Davis, Council Member

Erik Wollam, Council Member



AGENDA ITEM: HMGP/GLO Projects
SUBMITTED BY: Laura Calcote, City Secretary
DATE SUBMITTED: February 15, 2019
MEETING DATE: February 21, 2019

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Presentation from Langford Community Management Services, Inc. regarding an update on HMGP/GLO projects.

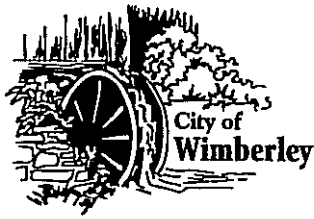
REQUESTED ACTION

Motion ☐
Discussion ☒
Ordinance ☐
Resolution ☐
Other ☐

FINANCIAL

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

STAFF RECOMMENDATION



AGENDA ITEM: City Administrator's Report
SUBMITTED BY: Shawn Cox, City Administrator
DATE SUBMITTED: February 15, 2019
MEETING DATE: February 21, 2019

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The City Administrator will provide an update to Council on the progress of the Central Wimberley Wastewater Project, including construction progress, expenditures to date, and other updates related to the project. Additionally, the Quarterly Investment Report for the first quarter of FY 2019 will be presented.

REQUESTED ACTION

Motion ☐
Discussion ☐
Ordinance ☐
Resolution ☐
Other ☒

FINANCIAL

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

STAFF RECOMMENDATION

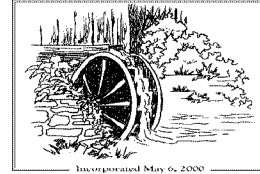
City of Wimberley Quarterly Investment Report																
First Quarter of FY 2019																
		Investment Portfolio Summary					Cash Summary			TexPool Summary			CD Summary			
	Fund	Cash in Bank	TexPool	CD	Total	% of Total Investment	Yield Rate	MTD Interest Earned	YTD Interest Earned	Average Monthly Rate	MTD Interest Earned	YTD Interest Earned	Yield Rate	MTD Interest Earned	YTD Interest Earned	
October 2018	General Fund	936,508.47	181,963.13	229,047.80	1,347,519.40	46%	0.05%	40.19	40.19	2.14%	330.67	330.67	0.10%	18.82	18.82	
	Blue Hole Operating	546,657.64			546,657.64	19%	0.05%	23.79	23.79	Total	330.67	330.67	Total	18.82	18.82	
	Blue Hole Development	18,757.39			18,757.39	1%	0.15%	2.39	2.39							
	Municipal Court Bond Fees	76.00			76.00	0%										
	Municipal Court Fees	4,250.97			4,250.97	0%	0.15%	0.56	0.56							
	Wastewater Operations	106,267.24			106,267.24	4%	0.05%	4.97	4.97							
	Wastewater ISF	132,353.03			132,353.03	5%	0.05%	5.62	5.62							
	Wastewater Const.	605,425.41			605,425.41	21%	0.25%	155.47	155.47							
	Sidewalk	5,024.77			5,024.77	0%	0.05%	0.21	0.21							
	Hotel Occupancy Tax	142,182.24			142,182.24	5%	0.05%	6.13	6.16							
	Total	2,497,503.16	181,963.13	229,047.80	2,908,514.09			239.33	239.36							
	Portfolio Diversification Ratio	86%	6%	8%												
November 2018	General Fund	997,659.01	182,292.63	229,066.63	1,409,018.27	47%	0.05%	40.25	80.44	2.20%	329.50	660.17	0.10%	18.83	37.65	
	Blue Hole Operating	529,912.60			529,912.60	18%	0.05%	22.18	45.97	Total	329.50	660.17	Total	18.83	37.65	
	Blue Hole Development	18,759.70			18,759.70	1%	0.15%	2.31	4.70							
	Municipal Court Bond Fees	76.00			76.00	0%										
	Municipal Court Fees	4,694.54			4,694.54	0%	0.15%	0.57	1.13							
	Wastewater Operations	62,806.46			62,806.46	2%	0.05%	3.01	7.98							
	Wastewater ISF	132,358.47			132,358.47	4%	0.05%	5.44	11.06							
	Wastewater Const.	672,856.57			672,856.57	23%	0.25%	129.93	285.40							
	Sidewalk	5,024.98			5,024.98	0%	0.05%	0.21	0.42							
	Hotel Occupancy Tax	142,188.08			142,188.08	5%	0.05%	5.84	12.00							
	Total	2,566,336.41	182,292.63	229,066.63	2,977,695.67			209.74	449.10							
	Portfolio Diversification Ratio	86%	6%	8%												
December 2018	General Fund	938,273.63		229,085.46	1,167,359.09	44%	0.05%	41.91	122.35	2.29%	354.11	1,014.28	0.10%	18.83	56.48	
	Blue Hole Operating	501,896.88			501,896.88	19%	0.05%	22.01	67.98	Total	354.11	1,014.28	Total	18.83	56.48	
	Blue Hole Development	18,762.09			18,762.09	1%	0.15%	2.39	7.09							
	Municipal Court Bond Fees	76.00			76.00	0%										
	Municipal Court Fees	5,488.31			5,488.31	0%	0.15%	0.67	1.80							
	Wastewater Operations	11,164.26			11,164.26	0%	0.05%	1.01	8.99							
	Wastewater ISF	132,364.09			132,364.09	5%	0.05%	5.62	16.68							
	Wastewater Const.	693,155.67			693,155.67	26%	0.25%	144.87	430.27							
	Sidewalk	5,025.19			5,025.19	0%	0.05%	0.21	0.63							
	Hotel Occupancy Tax	142,194.12			142,194.12	5%	0.05%	6.04	18.04							
	Total	2,448,400.24	-	229,085.46	2,677,485.70			224.73	673.83							
	Portfolio Diversification Ratio	91%	0%	9%												

The attached information comprises the *Quarterly Investment Report* for the City of Wimberley, Texas for the quarter ended December 31, 2018. The undersigned acknowledges that the City's investment portfolio has been and is in compliance with the policies and strategies as contained in the City's Investment Policy and in compliance with the Public Funds Investment Act of the State of Texas. The annual review of the City's Investment Policy was approved by City Council on February 7, 2019.



Shawn Cox
 City Administrator

Report for Zoning ZA-19-001



Summary:

A request to change the zoning of property located at 13301 RR 12 from Single-Family Residential 2 (R-2) to Commercial-Low Impact (C-1)

Applicant Information:

Applicant: Mystic Hills, LLC (Sybil Burrows)
Property Owner: Sybil Burrows
 970 Verde Vista
 Wimberley, TX 78676

Subject Property:

Legal Description: 3.295 Acres out of the Amasa Turner Survey, Abs. No. 461
Location: 13301 RR 12
Existing Use of Property: Residential
Existing Zoning: R-2
Proposed Use of Property: Commercial
Proposed Zoning: C-1
Planning Area: III
Overlay District: Protected Waterway

Surroundings:

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

	Current Zoning	Existing Land Use
N of Property	RA, C1	Residential, Commercial
S of Property	C1	Commercial
E of Property	R2	Residential
W of Property	RA	Commercial /Residential

Legal Notice

200' Letters: 01/17/2019
Published: 01/17/2019
Sign Placement: 01/16/2019
Responses: 1 objection

Comments:

The applicant, Sybil Burrows w/Mystic Hills, LLC, has submitted an application to change the zoning for a tract of land located at 13301 Ranch Road 12 from Single-Family Residential 2 (R-2) to Commercial-Low Impact (C-1). The requested zoning change is to allow for more flexibility and additional uses on the property.

There has been 1 letter of opposition from the property owner's east of the tract (identified as #5 on the notice map). This creates 11.12% of opposition received from property owner's within the 200' notice area.

At the Planning and Zoning Commission meeting February 14th, the Commission voted 5-0-1 to recommend approval of the rezoning.

FOR OFFICIAL USE ONLY

APPLICATION DATE: 1-3-19 FILE NO. 2A-19-001
 TENTATIVE P&Z* HEARING: 2-14-2019 TENTATIVE CC** DATE: 2-21-2019
 CITY INITIATED: ☐ YES - ☒ NO PLANNING AREA: _____ ZONING REQUESTED: C-1
 ZONING FEES: \$ 914.75 DATE PAID: 11-21-2018 RECEIVED BY: SIF

* P&Z - Planning & Zoning Commission ** CC - Village of Wimberley City Council

APPLICATION FOR ZONING

NON-RESIDENTIAL, MULTI-FAMILY DEVELOPMENTS, MOBILE HOME DEVELOPMENTS, CONDITIONAL USE PERMIT APPLICATIONS & WIMBERLEY PLANNED DEVELOPMENT DISTRICTS (WPDD'S)

OWNER, AGENT AND PROJECT DATA

STREET ADDRESS OF
PROPERTY TO

BE ZONED: 13301 22 12 Wimberley, Texas

* New street addresses can be obtained by calling (512) 393-2160

** You may obtain this from your property tax statement.

HAYS COUNTY CENTRAL
APPRAISAL DISTRICT

PROPERTY ID#: R18443 **

R18495

PLEASE PROVIDE DIRECTIONS TO YOUR PROPERTY:

NOTE: Please clearly mark your property so it is easily identifiable.

1. OWNER'S NAME: Sibyl Burrows

HOME PHONE: [REDACTED]

Mystic Hill, LLC

BUSINESS PHONE: [REDACTED]

FAX: [REDACTED]

E-MAIL: [REDACTED]

OWNER'S CURRENT MAILING

ADDRESS 970 Verde Vista CITY Wimberley STATE TX ZIP 78676

2. AGENT'S NAME: NA

AGENT'S PHONE: () _____

FAX: () _____

AGENT'S FIRM NAME: _____

E-MAIL: _____

AGENT'S FIRM MAILING

ADDRESS: _____ CITY _____ STATE _____ ZIP _____

PROPERTY INFORMATION

3. TOTAL AREA TO BE ZONED: ACRES 3.295 (OR) SQ.FT. _____ TOTAL NO. of TRACTS: 2

4. PLANNING AREA(S): III 5. REQUESTED ZONING CLASSIFICATION: Commercial-Low Impact (C-1)

PROPOSED USE(S): _____

6. EXISTING ZONING CLASSIFICATION(S) AND USES (if applicable): Single-Family Residential 2 (R-2)

7. LEGAL DESCRIPTION

Street Address: 13305 RR. 12 Subdivision: Smith River Unit One

Block(s) _____ Lot(s) _____

Plat Book: _____ Page Number: _____

8. DEED RECORDS: (REFERENCE OF DEED CONVEYING PROPERTY TO THE PRESENT OWNER):

VOLUME: Hays County PAGE: Public Records OF COUNTY PLAT RECORDS

9. OTHER PROVISIONS

A. IS PROPERTY IN AN OVERLAY DISTRICT? YES ☒ NO _____ UNKNOWN ☒

TYPE OF OVERLAY ZONE(S) (if applicable): Protected Waterway Overlay

B. FLOOD PLAIN (What, if any, flood zone does your property occupy?): _____

C. ELECTRIC UTILITY PROVIDER: PEC

WATER UTILITY PROVIDER: City

WASTEWATER UTILITY PROVIDER: _____

HAYS COUNTY SEPTIC PERMIT NUMBER (if applicable): _____

Related Cases, If Applicable

☐ Zoning	File No. _____
☐ Building Permit	File No. _____
☐ Subdivision	File No. _____
☐ Sign Permit	File No. _____
☐ Engineered construction	File No. _____

SITE INSPECTION AUTHORIZATION

Applicant/owner, or Applicant's authorized agent, hereby authorizes the Village of Wimberley representatives to visit and inspect the property for which this application is being submitted.

Date: 1-23-19 APPLICANT SIGNATURE 

WHEN APPLICABLE:

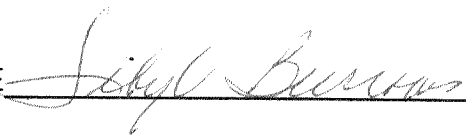
Date: _____ AGENT SIGNATURE _____

ACKNOWLEDGMENT OF EXISTING Subdivision Plat Notes, Deed Restrictions Restrictive Covenants and/or Zoning Conditional Use Permits

I, the Applicant herein, have checked the subdivision plat notes, deed restrictions, restrictive covenants and/or zoning conditional use permits prohibiting certain uses and/or requiring certain development restrictions (for example, height, access, screening) on the property now being zoned on my behalf and located at: _____, and more particularly known as Lot _____, Block _____ of the _____ Subdivision.

If a conflict should result with the request I am submitting to the Village of Wimberley due to subdivision plat notes, deed restrictions, restrictive covenants and/or zoning conditional use permits it will be my responsibility to resolve it. I also acknowledge that I understand the implications of use and/or development restrictions that are a result of subdivision plat notes, deed restrictions, restrictive covenants and/or zoning conditional use permits.

I understand that if requested, I must provide copies of any and all subdivision plat notes, deed restrictions, restrictive covenants and/or zoning conditional use permit information, which may apply to this property.

Date: 11-21-18 APPLICANT SIGNATURE 

WHEN APPLICABLE:

Date: _____ AGENT SIGNATURE _____

SUBMITTAL CHECKLIST

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

- ☒ Complete "Application For Zoning"
- ☒ Provide plat map of property to be zoned which includes all properties within 200 feet of any portion of Applicant's property; and which clearly indicates streets in surrounding area.
- ☒ Provide plat map of the specific property to be zoned.
- ☐ Provide names and addresses of property owners within 200 feet of any portion of Applicant's property.
- ☒ Provide a legal description of the property to be zoned.
- ☐ Sign/date Submittal Verification form.
- ☐ Sign/date Site Inspection Authorization form.
- ☐ Sign/date Acknowledgement Form.
- ☒ Pay Zoning Fee (this fee is based on the cost of services incurred by the Village of Wimberley in reviewing, processing and recording the zoning request).
- ☒ Applicant agrees to attend a pre-zoning conference prior to acceptance of Application.
- ☒ Applicant agrees to attend Planning & Zoning Commission hearings scheduled for Applicant's proposed zoning.
- ☒ Applicant agrees to attend City Council hearing scheduled for Applicant's proposed zoning or waives his/her rights of appearance (see below).
- ☒ Provide detailed Site Plan for WPDD (11x17)

SUBMITTAL VERIFICATION AND/OR WAIVER OF APPEARANCE

- () My signature attests to the fact that the attached application package is complete and accurate to the best of my knowledge. I understand that Village review of this Application is dependent upon the accuracy of the information provided and that any inaccurate or inadequate information provided by me, my firm, or agent, may delay the review of the Application.
- () I hereby waive my right to appear before the Village of Wimberley City Council at the public hearing to be held concerning the zoning of my above-referenced property. I understand that my failure to appear allows the Council to consider my zoning request; however, if questions are raised that cannot be answered, the matter will be continued.

Date: 11-21-18

APPLICANT SIGNATURE

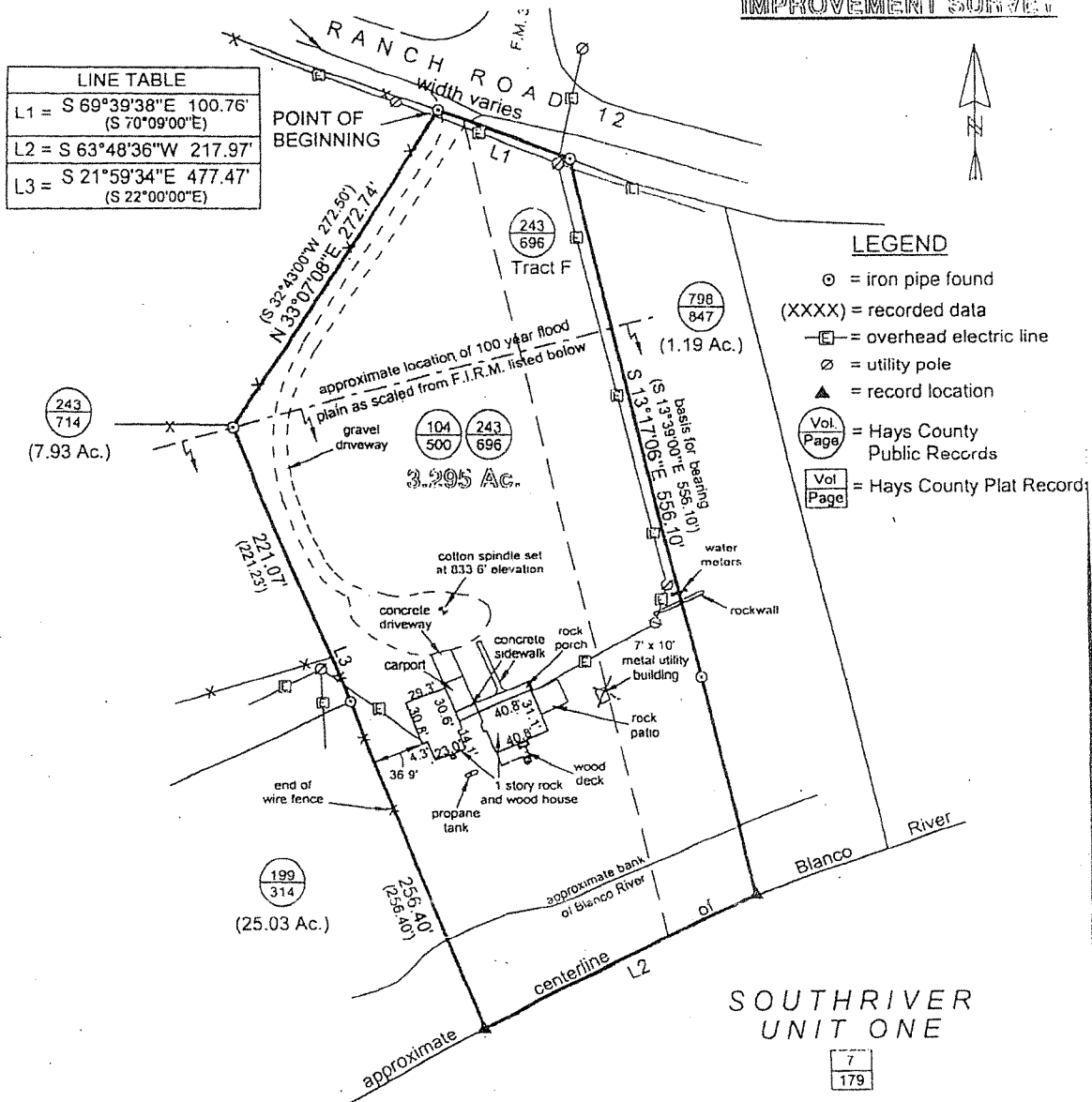
Sally C. Buscema

WHEN APPLICABLE:

Date: _____

AGENT SIGNATURE _____

LINE TABLE	
L1 =	S 69°39'38"E 100.76' (S 70°09'00"E)
L2 =	S 63°48'36"W 217.97'
L3 =	S 21°59'34"E 477.47' (S 22°00'00"E)



Copyright © 2008 Eagle Land Surveying. All rights reserved.

Subject property DOES lie within a Special Flood Hazard Area as determined from FIRM Hazard Map, Community Panel No. 481694 0355 F, dated September 2, 2005.

LEGAL DESCRIPTION: Being 3.295 acres of land, more or less, out of the AMASA TURNER SURVEY, being all of the remaining portion of that tract of land called 53.57 acres, as described and recorded in Volume 104, Page 500, Hays County Deed Records, all of that tract of land called one acre, more or less, as described and recorded in Volume 243, Page 696, Hays County Deed Records, and all of that tract of land conveyed to Jo Ann Pendleton by last will and testament, as described and recorded in Volume 243, Page 696, Hays County Deed Records, said 3.295 acres being more particularly described by metes and bounds in the field notes attached hereto.

ADDRESS: 13301 Ranch Road 12, Wimberley, Texas 78676

CLIENT: Joe Pendleton

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

I hereby certify that this plat represents a survey made upon the ground under my supervision, on June 3, 2008, and there are no visible or apparent encroachments upon this property, except as shown hereon.

Clyde Barroso, R.P.L.S. #5404, State of Texas.



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

Scale:

1" = 100'

Date:

June 5, 2008

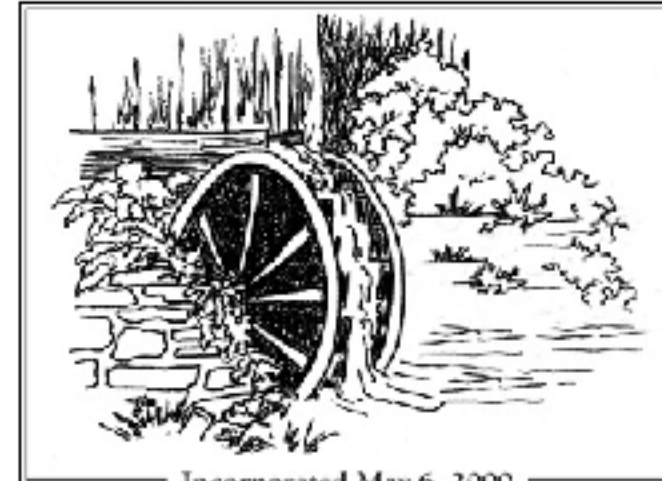
Job No. 80145 jw

PNDLTON.ZAK

2K 8

Sigle Barroso - 11-29-2010

ZA-19-001 ~ 13301 Ranch Road 12



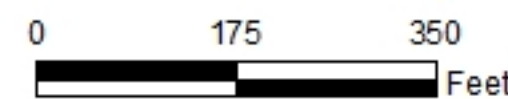
Incorporated May 6, 2000

200' NOTIFICATION



Legend

- 200' Buffer
- ID. Owner**
- 0. MYSTIC HILL LLC
- 1. KKP 3237 LLC
- 2. RANDALL MORRIS & COMPANY LTD
- 3. RANDALL MORRIS & COMPANY LTD
- 4. RIO BONITO LLC
- 5. FAIRLAWN 13201 LLC
- 6. RIO BONITO LLC
- 7. MORGAN, JOHN KENNETH
- 8. MATTHEW & NATALIE MEEKS
- 9. MULTIPLE OWNERS
- 10. RANDALL MORRIS & COMPANY LTD
- 11. RANDALL MORRIS & COMPANY LTD
- 12. BLANCO RIVER FAMILY LLC
- 13. SOUTH RIVER PROPERTIES LTD
- 14. SOUTH RIVER PROPERTIES LTD
- 15. V C D CENTURION DISCRETIONARY TRUST
- 16. DOWD MATTHEW
- 17. DOWD MATTHEW
- 18. WIMBERLEY REAL ESTATE CO



BLANCO RIVER FAMILY LLC
160 SOUTHRIVER
WIMBERLEY, TX 78676

CHILDREN'S SECURITY LLC
59 SADDLE ROCK RDG
WIMBERLEY, TX 78676

DOWD MATTHEW
PO BOX 1686
WIMBERLEY, TX 78676

FAIRLAWN 13201 LLC
425 S LAHOMA AVE
NORMAN, OK 73069

KAST PHILLIP M
PO BOX 1387
WIMBERLEY, TX 78676

KKP 3237 LLC
131 RIVER BEND RD
WIMBERLEY, TX 78676

MATTHEW & NATALIE MEEKS
PO BOX 1344
WIMBERLEY, TX 78676

MORGAN, JOHN KENNETH
349 CRABAPPLE RD
BLANCO, TX 78606

MYNIER CHILDREN TRUST
P O BOX 1407
WIMBERLEY, TX 78676

MYSTIC HILL LLC
970 VERDE VISTA DR
WIMBERLEY, TX 78676

RANDALL MORRIS & COMPANY LTD
333 CHEATHAM ST
SAN MARCOS, TX 78666

RIO BONITO LLC
P O BOX 247
WIMBERLEY, TX 78676

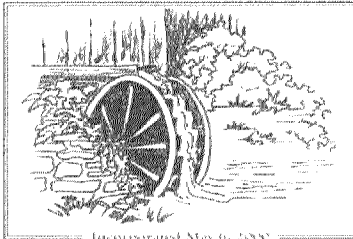
SANDER ALBERT & JEAN
PO BOX 139
WIMBERLEY, TX 78676

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

STONEHOUSE MANAGEMENT LLC
580 SPOKE HOLLOW RD
WIMBERLEY, TX 78676

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

WIMBERLEY REAL ESTATE CO
160 SOUTHRIVER
WIMBERLEY, TX 78676



City of Wimberley

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

January 17, 2019

NOTICE OF PUBLIC HEARING

Re: File No. ZA-19-001
13301 Ranch Road 12

Dear Property Owner:

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

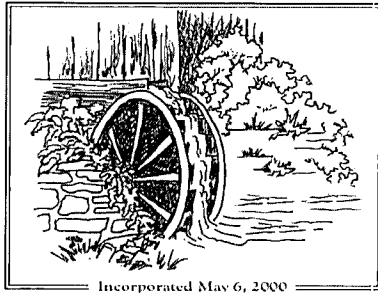
The applicant, Sibyl Burrows, Mystic Hill, LLC, is proposing to change the zoning from **Single-Family Residential 2 (R-2) to Commercial-Low Impact (C-1)** for property located at 13301 RR 12. The City of Wimberley Planning & Zoning Commission will consider this request at a public hearing on **Thursday, February 14, 2019, 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, February 21, 2019, at 5:30 p.m.**

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

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

Thank you,

Sandy I. Floyd, C.F.M.
Planning & Development Coordinator
GIS Analyst
sfloyd@cityofwimberley.com



City of Wimberley

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

NOTICE BY SIGN POSTING

DATE: January 16, 2019

ZONING NO: ZA-19-001

APPLICANT: Mystic Hills, LLC
Sibyl Burrows

TO: CODE ENFORCEMENT/PUBLIC WORKS

Please place a Proposed Zoning Sign on the following property:

Project Site Address: 13301 Ranch Road 12

John Provost
Public Works/Code Enforcement

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

1/16 2019


Signature



The Wimberley View CLASSIFIED

P.O. Box 49 Wimberley, Texas 78676 51

Public
Notice

Public
Notice

Public
Notice

Public
Notice

Public
Notice

Public
Notice

Gene
W.

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, February 14, 2019 at 6:00 p.m. to consider the following: ZA-19-001 – a request to change the zoning from Single-Family Residential 2 (R-2) to Commercial-Low Impact (C-1) for property located at 13301 Ranch Road 12. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a public hearing on Thursday, February 21, 2019, at 5:30 p.m. at City Hall. Comments on this request from any member of the public may be presented in person at City Hall, by mail (PO Box 2027), or by email (sfloyd@cityofwimberley.com) 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.

City of Dripping Springs
at 20 Woodcreek Drive, Wimberley, Texas 78676, within the time and in the manner prescribed by Law.

Dated the 15th day of January 2019
Patrick G. Rehmet, Attorney for the Estate of Murphy G. Jordan, Deceased

Law Office of Patrick G. Rehmet
P.O. Box 1916
Wimberley, Texas 78676
Telephone (512) 847-0117
Facsimile (512) 847-1274
Email: prehmet@austin.rr.com

City of Dripping Springs Public Notice of Ordinance Ordinance No. 2018-01

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CURRENT 2019 FISCAL YEAR BUDGET; FINDING MUNICIPAL PURPOSES; AUTHORIZING EXPENDITURES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

NOTICE TO ALL PERSONS HAVING

be linked to the development of Non-Hodgkin Lymphoma in farm workers and employees in garde centers, nurseries, and landscapers. Call 800-460-060 for professional insight or visit www.RespectForYou.com/NHL.

OIL AND GAS RIGHTS

We buy oil, gas & mineral rights. Both non-producing and producing including non-Participating Royalty Interest (NPRI). Provide us your desired price for an offer evaluation. 806-620-1422, LoboMineralsLLC@gmail.com. Lobo Minerals, LLC, PO Box 1800, Lubbock, TX 79408-1800.

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400 FM 2325

The festival also features the traditional red carpet, champagne and popcorn. The event is free and open to the public. The actual viewing of the entries is expected to take less than two hours. Judges' selections will be announced after an intermission. A People's Choice Award will go to at least one of the movies. For more information, contact Carroll Wilson at 512-842-3054 or Carolyn Manning at 512-847-2188.

Sec. 9.03.073 Single-Family Residential 2; R-2

- (a) General purpose and description. The R-2 district is intended to provide for development of primarily detached, single-family residences on lots of not less than 20,000 square feet.
- (b) Permitted uses.
- (1) One residence, including:
 - (A) Single-family detached dwellings.
 - (2) Accessory buildings and uses, customarily incidental to the above uses and located on the same lot therewith or on a contiguous lot under the same ownership that satisfies the requirements of section 9.03.182, but not involving the conduct of a retail business except as provided herein:
 - (A) The term “accessory use” shall include customary home occupations as herein defined;
 - (B) Accessory buildings, including a private garage, shall not occupy more than 50% of the minimum required rear yard. When the accessory building is directly attached to the main building, it shall be considered an integral part of the main building. See section 9.03.182 for additional accessory use requirements;
 - (C) A detached private garage used in conjunction with the main building;
 - (D) Private open space or other private recreational amenities as part of a residential subdivision and not for commercial purposes; and
 - (E) One accessory dwelling unit.
 - (3) Swimming pool (private);
 - (4) Utilities (public); and
 - (5) Religious assembly.
- (c) Conditional uses.
- (1) Bed and breakfast lodging located only in the residential building;
 - (2) Home day care;
 - (3) Home commercial crafts or hobbies;
 - (4) Telecommunications towers, commercial antennas, and broadcast towers, subject to all applicable city regulations;
 - (5) Two-family residential (duplex);
 - (6) One secondary single-family residential building built on-site;
 - (7) One manufactured home installed on a permanent foundation, as the primary residence;
 - (8) Vacation rental; and
 - (9) Personal care home.
- (d) Development regulations.
- (1) Lot size: Minimum 20,000 square feet but less than 2 acres.
 - (2) Maximum building height (as defined in section 9.03.005):
 - (A) Primary residential building: not more than 2 stories and not more than 28 feet with flat roof (see definition) or 35 feet with pitched roof;
 - (B) Secondary residential building: Not more than 2 stories and not more than 28 feet with flat roof (see definition) or 35 feet with pitched roof;
 - (C) Accessory buildings: Not more than 18 feet and not more than one story; and
 - (D) Decks: Not more than 12 feet including a railing only or 18 feet including a roof.
 - (3) The minimum setbacks shall be the larger of the dimensions in section 9.03.184(a), table A, or the following:
 - (A) Dominant street: 40 feet;
 - (B) Secondary street: 15 feet;

- (C) Interior side yard: 10 feet; and
 - (D) Rear yard: 20 feet.
 - (4) Minimum floor area:
 - (A) Primary residential building: 600 square feet.
 - (5) Maximum impervious cover: 35%. Impervious cover shall be calculated as a percentage of the net site area.
 - (6) The parking and trash collection ordinances will apply.
 - (e) Special requirements.
 - (1) Recreational vehicles, travel trailers, or motor homes may not be used for on-site dwelling purposes.
 - (2) Open storage is prohibited, except for materials for the resident's personal use or consumption such as firewood, gardening materials, and the like.
 - (3) Single-family homes with side entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of 25 feet from the door face of the garage or carport to the side property line for maneuvering.
 - (f) Other regulations. As established in division 5 of this article, development standards.
- (Ordinance 2001-010, sec. 16, adopted 4/1/01; Ordinance 2003-006 adopted 7/3/03; 2006 Code, sec. 155.037; Ordinance 2006-014, sec. II(F), (G), adopted 2/1/07; Ordinance 2008-023, sec. II(C), adopted 7/17/08; Ordinance 2009-050, sec. II(F), adopted 12/3/09; Ordinance 2011-004, sec. II(F), adopted 1/20/11; Ordinance 2012-003, sec. II(C), adopted 2/2/12; Ordinance 2017-023, sec. II(C), adopted 8/3/17)

Sec. 9.03.083 Commercial - Low Impact; C-1

(a) General purpose and description. The C-1, Commercial 1 district is established as a limited retail category intended for the purpose of supplying day-to-day needs and personal services. Establishments may include small, freestanding retail structures, and personal service establishments.

(b) Permitted uses.

(1) Administrative and professional office:

(A) Insurance, real estate, attorneys, accountants, architects, investment services, travel agencies;

(B) Photography studios, doctors, dentists;

(C) Nonprofit organizations (with certain restrictions);

(D) Civic uses (such as city halls);

(E) Research services: limited; and

(F) Office.

(2) Religious assembly;

(3) Retail sales and services: limited;

(4) Business support services;

(5) Child care center;

(6) Repair services: consumer;

(7) Eating establishments: sit-down, not including the sale of beer, wine, or alcohol for on-premises consumption;

(8) Animal sales and services: grooming;

(9) Convalescent services;

(10) Arts and crafts sales and instruction;

(11) Commercial/single-family residential;

(12) Adult day care facility;

(13) Private primary educational services;

(14) Private secondary educational services;

(15) Medical services: limited;

(16) Personal services: limited;

(17) Bank and savings and loan;

(18) Accessory uses to the main use;

(19) Single-family residence; and

(20) Low impact institutional: residential oriented.

(c) Conditional uses.

(1) A drive-through or drive-in facility otherwise allowed in any permitted use in this district shall be allowed only with a conditional use permit;

(2) Bank and savings and loan (drive-through);

(3) Bed and breakfast lodging;

(4) Telecommunications towers, commercial antennas, and broadcast towers, subject to all applicable city regulations;

(5) Eating establishments: fast food with drive-through order windows;

(6) Package store;

(7) Eating establishments: sit-down, including the sale of beer, wine, and alcohol for on-premises consumption;

- (8) Vacation rental; and
 - (9) Personal care home.
 - (d) Development regulations.
 - (1) Minimum lot size: 5,000 square feet.
 - (2) Maximum building height (as defined in section 9.03.005):
 - (A) Primary buildings: Not more than 2 stories and not more than 28 feet or 35 feet with gable roof;
 - (B) Accessory buildings: Not more than 18 feet and not more than one story; and
 - (C) Decks: Not more than 12 feet including a railing only or 18 feet including a roof.
 - (3) The minimum setbacks shall be the larger of the dimensions in section 9.03.184(a), table A, or the following:
 - (A) Dominant street: 10 feet;
 - (B) Secondary street: 10 feet; and
 - (C) Interior side or rear yard: 10 feet, 20 feet when adjacent to a residential district and the building is more than one story.
 - (4) Maximum impervious cover: 70%. Impervious coverage shall be calculated as a percentage of the net site area.
 - (5) Maximum building coverage: 60%. Building coverage shall be calculated as a percentage of the net site area.
 - (6) Maximum building footprint: 11,500 square feet.
 - (7) Maximum floor area: 15,000 square feet.
 - (e) Special requirements.
 - (1) Open storage is prohibited.
 - (2) For site plan requirements, see section 9.03.183.
 - (3) Recreational vehicles, travel trailers, or motor homes may not be used for on-site dwelling or nonresidential purposes.
 - (f) Other regulations. As established in division 5 of this article, development standards.
 - (g) Parking regulations. As required by section 9.03.181, off-street parking and loading requirements.
- (Ordinance 2001-010, sec. 26, adopted 4/1/01; Ordinance 2003-006 adopted 7/3/03; Ordinance 2004-017 adopted 8/5/04; 2006 Code, sec. 155.047; Ordinance 2006-013 adopted 11/2/06; Ordinance 2008-009, sec. II(A), adopted 2/21/08; Ordinance 2008-023, sec. II(L), adopted 7/17/08; Ordinance 2009-031, sec. II(B), (C), adopted 7/16/09; Ordinance 2009-050, sec. II(F), adopted 12/3/09; Ordinance 2011-004, sec. II(F), adopted 1/20/11; Ordinance 2012-003, sec. II(C), adopted 2/2/12; Ordinance 2015-005, sec. II(B), (C), adopted 2/19/15)

February 8, 2019

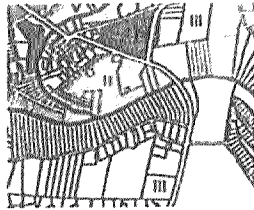
City of Wimberley
221 Stillwater (P.O. Box 2027)
Wimberley, TX 78676

RE: Opposition to File No. ZA-19-001 (Requested zoning change from R-2 to C-1 for property located at 13301 RR 12)

Dear City of Wimberley:

The property owners of 13201 RR 12, Wimberley, TX would like to state our opposition to the requested zoning change from Single-Family Residential 2 (R-2) to Commercial-Low Impact (C-1) for property located at 13301 RR 12, Wimberley, TX.

The proposed C-1 land use classification allows for numerous uses that we feel are incompatible with the adjacent and adjoining residential properties. These incompatible uses include retail sales and services, sit-down eating establishments, various professional office uses, bank/savings/loan services, and more. Not only would a change to C-1 zoning on the subject property allow for potential nuisances such as increased lighting, noise, hours of operations, etc., the requested change is also incompatible with the City's Planning Area Land Use Map found in the City's Comprehensive Plan (see snippet below). The subject property is in an area planned for "low impact traditional residential developments".



Moreover, we understand that the property owner of 13301 RR 12 has requested this rezone in order to operate a vacation rental establishment. This land use type is allowed as a "conditional use" under the property's current R-2 zoning. If the Planning and Zoning Commission and the City Council are inclined to approve such a use, we would ask that the property owner of 13301 RR 12 instead go through the more appropriate Conditional Use Permit ("CUP") process as outlined in Section 9.03.251 of the City of Wimberley's Code of Ordinances. Approval of a CUP for the requested use would allow the property owner to carry out the requested use while avoiding the incompatibility issues stated above.

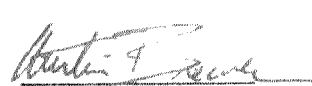
Our property located at 13201 RR 12 abuts the subject property and has been with our families for many decades. We hope that the Planning and Zoning Commission and City Council will factor in our stated opposition to the requested rezone to preserve the friendly, residential atmosphere of our property and that of our residential neighbors.

Warmest Regards,

Fairlawn 13201 LLC


Valerie Nelson


Tyle Brewer


Austin Brewer


Louisa Brewer


Cameron Brewer

**Fairlawn 13201
LLC**

425 S Lahoma Ave
Norman, OK 73069-5523

ORDINANCE NO. 2019-xx

AN ORDINANCE OF THE CITY OF WIMBERLEY, TEXAS REZONING A PROPERTY LOCATED AT 13301 RANCH ROAD 12, WIMBERLEY, HAYS COUNTY, TEXAS, FROM SINGLE FAMILY RESIDENTIAL 2 (R-2) TO COMMERCIAL LOW IMPACT (C-1).

WHEREAS, Chapter 211 of Vernon's Local Government Code empowers the City Council of the City of Wimberley to enact zoning regulations and provides for their administration, enforcement and amendment; and

WHEREAS, the regulations established by the Wimberley Code of Ordinances 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, the City Council of the City of Wimberley has complied with all notice of public hearing as required by the Code and State law; and

WHEREAS, in keeping with the spirit and objectives of the area, the City Council has given due consideration to all components of said proposed zoning change and the recommendations of the Planning and Zoning Commission concerning recommended requirements, conditions and safeguards necessary to protect adjoining property; and

WHEREAS, it is the intent of the City Council to provide harmony between existing zoning districts and proposed land uses; and

WHEREAS, the City Council desires to amend the Zoning Map by rezoning 3.295 acres out of the Amasa Turner Survey, Abstract No. 461, in Wimberley, Hays County, Texas, commonly known as 13301 Ranch Road 12 from Single-Family Residential 2 (R-2) to Commercial-Low Impact (C-1) zoning classification.

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

ARTICLE I. REZONING

THAT the Zoning Map of the City of Wimberley is hereby amended by rezoning 3.295 acres out of the Amasa Turner Survey, Abstract No. 461, in Wimberley, Hays County, Texas, commonly known as 13301 Ranch Road 12, and more particularly described on the attached Exhibit "A", incorporated by reference for all purposes, from Single-Family Residential 2 (R-2) to Commercial-Low Impact (C-1) zoning classification.

ARTICLE II. 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.

III. EFFECTIVE DATE

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

ARTICLE IV. 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 21st day of February 2019, by (Ayes) to (Nays) (Abstain) vote of the City Council of the City of Wimberley, Texas.

CITY OF WIMBERLEY

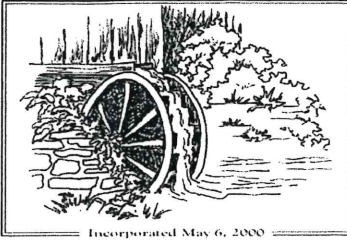
BY: _____
Susan Jaggers, Mayor

ATTEST:

Laura Calcote, City Secretary

APPROVED AS TO FORM:

City Attorney



City of Wimberley

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



Temporary Structure Application Form

Permit No.: _____
Date: _____
Staff Review: _____
Council Hearing: _____

Applicant: ANGIE HENDERSON
Mailing Address: 10 VILLA MEADOW City: WIMBERLEY State: TX Zip: 78676
Phone: [REDACTED] Email: [REDACTED]

Property Owner: ALLISON SCHWABE
Mailing Address: 411 FM 2325 City: WIMBERLEY State: TX Zip: 78676
Phone: [REDACTED] Email: [REDACTED]

Subject Property Address: ODIE'S 411 FM 2325
Purpose/Use of Structure: FOOD TRAILER
Request Installation Date: 2/15/2019 Request Removal Date: N/A

Will the temporary structure be served by electricity? YES ☒ NO ☐

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

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

☒ If service is provided through another meter attach a letter of permission. HAS ALREADY PROVIDED

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

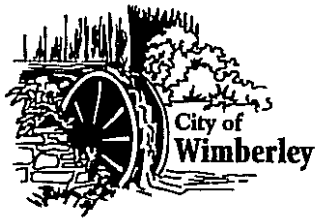
Permission from property owner is attached. YES ☒ NO ☐ N/A ☐

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

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

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

Applicant: Angie Henderson Date: 2/6/2019



AGENDA ITEM: Bollards and Cable on Spoke Hollow Road
SUBMITTED BY: John Provost
DATE SUBMITTED: February 12, 2019
MEETING DATE: February 21, 2019

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Approve bid from The Fence Guy of Wimberley, Texas in the amount of \$4,700.00 to install 345feet of bollards and cable along the left side of Spoke Hollow Rd from Flight Acres down to the River. This installation was promised to Mrs. Cindy McShurley and her mother who own the property that borders the road at that location. This installation is designed to prevent parking along that side of the road.

REQUESTED ACTION

Motion ☒
Discussion ☒
Ordinance ☐
Resolution ☐
Other ☐

FINANCIAL

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

STAFF RECOMMENDATION

Approve

WORK ORDER Request for Quote

City of Wimberley

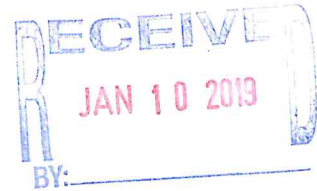
221 Stillwater/ PO Box 2027, Wimberley, TX 78676
Phone (512)847-0025 Fax (512) 847-0422
www.cityofwimberley.com

W.O. #19002 -----
DATE: 1/9/2019

TO: The Fence Guy
PO Box 1716
Wimberley, TX 78676

FAX

Email: paul@thefenceguy.com



ITEM	DESCRIPTION / LOCATION	TOTAL
	Request for Fence (Barrier) Quote	
1.	Requesting a bid to install appx 345 feet of steel posts with a single strand of 3/8" cable to create a parking barrier. Posts to be 2 3/8" galvanized steel, 4 1/2 feet high, except that every fourth post, beginning with the first post and the last post at the river will be 8' out of the ground to allow for the installation of no parking signs. Posts will be set in the ground 18" deep and in concrete, painted and capped. Paint color will be determined. See attached picture of what we are looking for. Installation is on the left side of Hidden Valley Road on the Flite Acres side of the bridge. Beginning and ends are marked with orange paint. The single strand of cable will be 3 feet off the ground. Please contact John Provost, City of Wimberley, if any questions. Cell: 1-512-201-7211, email-jprovost@cityofwimbeley.com	
	Subtotal	
	OTHER	
Unless otherwise stated above, each project shall be started in accordance with the contract requirements. Contractor shall contact the City if alterations to the schedule or work effort are requested. Please contact City when each project is scheduled to start and when each is completed. Thanks.		TOTAL <u>\$4700.00</u>

THANK YOU FOR YOUR BUSINESS!

A handwritten signature in black ink that reads "Paul Hartmann".



P.O. Box 1716 Wimberley, Texas 78676

See Pictures at: TheFenceGuy.com

Email: Paul@TheFenceGuy.com

Wimberley: (512) 847-7909

San Marcos: (512) 353-4649

Cell: (512) 557-3543

Date: 1-2-19

Proposal valid for 10 days. —

Proposal To: CITY OF WIMBERLEY

Address: _____

Phone: _____

Style of Fence: PARKING BARRIER Height: 3'

Corner and Brace Post: 2 3/8" STEEL Fabric: STEEL CABLE-Single

Line Post: 2 3/8" STEEL Spaced: 12'

Walk Gate: _____

Drive Gate: _____

Specific Instructions:

Specifications	Diagram
INSTALL 345' POST &	
CABLE AT SPOKE HOLLOW	
LOW H2O CROSSING.	
ALL POSTS SET IN CONCRETE.	
POSTS PAINTED & CAPPED.	
<u>\$4100.00</u>	

1 Year Warranty on Workmanship - No Warranty on treated lumber. A charge of \$250 shall be made for each occasion construction is suspended at request of purchaser. No oral agreement exists outside of this contract. All changes must be made in writing and signed by both parties. Additional charges will apply. You as the property owner, or representative, are solely responsible for locating property lines, underground utility lines, phone lines, water pipes, sprinklers, and any other buried objects that might be damaged. You will release The Fence Guy from all liability resulting in such damage. Customer is also responsible for obtaining all permits to complete the job. All materials remain the property of The Fence Guy until contracts are paid in full. Right of access and removal is hereby granted in the event of nonpayment, including repairs. All material is guaranteed to be installed as specified and the above described work to be performed in accordance with drawings and specifications submitted.

~~MCNISA~~

Project Total _____

Full Payment Due at Start _____

~~CREDIT~~

Project Total _____

60% Deposit _____

Due Upon Completion _____

~~PROMPT PAYMENT DISCOUNT~~

Project Total _____

Deposit _____

Holdback Due Upon

Completion _____

Acceptance of Proposal:

Paul Hartmann

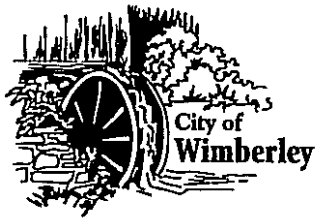
The Fence Guy

512-557-3543-Cell

Customer Signature

www.TheFenceGuy.com

posts - 1.85 each



AGENDA ITEM: STR Solution Software
SUBMITTED BY: Shawn Cox, City Administrator
DATE SUBMITTED: February 15, 2019
MEETING DATE: February 21, 2019

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The City advertised a Request for Proposals (RFP), "RFP # - 19-001 Short Term Rental Software," and on December 6, 2018 agreed to enter into a contract with STR Helper (Bear Cloud Solutions). As of February 15, 2019, STR Helper and Host Compliance have merged into one company under the Host Compliance name.

For consideration is an item to approve entering into a contract with Host Compliance under the same conditions provided by STR Helper. The City of Wimberley, and the terms and conditions presented in response to the RFP issues are being grandfathered in as a condition of the merger.

REQUESTED ACTION

Motion ☒
Discussion ☒
Ordinance ☐
Resolution ☐
Other ☐

FINANCIAL

Budgeted Item	☒	Original Estimate/Budget:	\$ 20,000.00
Non-budgeted Item	☐	Current Estimate:	\$ 15,000.00
Not Applicable	☐	Amount Under/Over Budget:	\$ 5,000.00

STAFF RECOMMENDATION

The City Administrator recommends approval of this item.

ATTACHMENT(S)

- STR Helper Contract

Bear Cloud Software SaaS Agreement

This Software as a Service (SaaS) Agreement (the "**Agreement**"), dated as of February, 2019 (the "**Effective Date**"), is by and between Bear Cloud Software ("**BCS**") and City of Wimberley, TX ("**Customer**"), with a principal place of business at 221 Stillwater, Wimberley, TX 78676.

1. Definitions.

"**Authorized User**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

"**Bear Cloud Software Materials**" means the Services and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Bear Cloud Software Materials include Resultant Data and any information, data or other content derived from BCS's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

"**Customer Data**" means photographs, documents (including letters sent by code enforcement authorities), updates to property records, license information, and tax remittance information that are collected, downloaded or otherwise received from Customer or an Authorized User by or through the Services. Customer Data does not include Resultant Data or Public Data.

"**Public Data**" means materials and information, in any form or medium, that BCS collects from publicly available sources in the performance of this Agreement, but specifically excluding Customer Data or Resultant Data.

"**Resultant Data**" means information, data and other content that is derived by or through the Services from processing Customer Data, but specifically excluding Customer Data and Public Data.

"**Services**" means the software-as-a-service offering described in Phase I of Exhibit A. As of the date of separate City Council approval, Phase II shall be included in this definition of Services.

2. Access and Use.

2.1. Authorization. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, BCS hereby grants Customer a non-exclusive, non-transferable right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use.

2.2. Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or any manuals, instructions or other documents or materials that BCS provides or makes available to Customer and which describe the functionality, components, features or requirements of the Services ("**Documentation**"), in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

3. Customer Obligations. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions. No

authorization is granted for Services as described under Phase II of Schedule A, unless and until separate approval is granted by City Council.

4. Fees; Payment Terms.

- 4.1. Fees. Customer shall pay BCS the fees set forth in Schedule A ("**Fees**") in accordance with this Section 4.
- 4.2. Payment. All Fees and other amounts payable by Customer under this Agreement shall be paid by Customer within thirty (30) days after the date of the invoice therefor.
- 4.3. Customer shall only be obligated for Fees for Services of Phase II of Schedule A if subsequent separate approval is given by City Council.

5. Intellectual Property Rights.

- 5.1. Bear Cloud Software Materials. Customer acknowledges that, as between Customer and BCS, BCS owns all right, title, and interest, including all intellectual property rights, in and to the Bear Cloud Software Materials and, with respect to third-party materials, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the third-party materials. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to BCS an assignment of all right, title and interest in and to the Resultant Data, for lawful purposes, including all intellectual property rights relating thereto.
 - 5.2. Public Data. Neither Customer nor BCS makes any proprietary claim to Public Data, and the parties acknowledge and agree that Public Data may be used by either party for any lawful purpose.
 - 5.3. Customer Data. As between Customer and BCS, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all intellectual property rights relating thereto, subject to the rights and permissions granted in Section 5.4 below. Customer may request a full export of all Customer Data no more than twice in a given twelve-month period. BCS will provide requested Customer Data in a format mutually agreed to by the parties.
 - 5.4. Consent to Use Customer Data. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data to BCS: (i) to perform the Services; (ii) to enforce this Agreement and exercise BCS's rights hereunder; and (iii) to use for any lawful purpose, during the course of this Agreement.
 - 5.5. Consent to Use Customer Marks. Customer hereby grants to BCS a worldwide, non-exclusive, non-transferable license to use, reproduce and display Customer's name and logos in connection with: (i) BCS's performance of its obligations hereunder; and (ii) promotional and marketing purposes, including developing promotional press releases, case studies, reports, marketing materials, and using Customer's name and logos in its lists of BCS's current or former customers, during the course of this Agreement.
 - 5.6. Customer Data Export – Customer may request at any time a full export of all data managed within the STR Helper environment, including but not limited to all license data, tax data, property data and related information. This data will be delivered within 14 days in a CSV file to customer upon request.
6. Confidentiality. From time to time during the Term, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (i) in the public domain; (ii) known to the receiving party at the time of disclosure; (iii) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (iv) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to

comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings.

7. Term and Termination.

- 7.1. Term. The initial term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant any of the Agreement's express provisions, will continue in effect until twelve (12) months from such date (the "**Initial Term**"). This Agreement will automatically renew for successive twelve (12) month terms unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term (each a "**Renewal Term**" and, collectively, together with the Initial Term, the "**Term**").
- 7.2. Retention of Customer Data. At Customer's option and upon its written request, BCS will continue to retain the Customer Data for a period of no more than sixty (60) days after the effective date of expiration or termination, as applicable, provided that Customer pays in full all fees due BCS as of the effective date of such expiration or termination.
- 7.3. Termination. In addition to any other express termination right set forth elsewhere in this Agreement: (i) BCS may terminate this Agreement, effective on written notice to Customer, if Customer fails to pay any amount when due hereunder, and such failure continues more than five (5) days after BCS's delivery of written notice thereof; (ii) either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (a) is incapable of cure; or (b) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach; or (iii) under Section 7.4 below.
- 7.4. Prohibition against Multi-Year Contracts. If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving contractor a written notice of termination at the end of its then current fiscal year.

8. Representations and Warranties.

- 8.1. Mutual Representations and Warranties. Each party represents and warrants to the other party that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (ii) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under this Agreement; (iii) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (iv) when executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.
- 8.2. Additional Customer Representations, Warranties and Covenants. Customer represents, warrants and covenants to BCS that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by BCS and processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable law.

- 8.3. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8.1, ALL BEAR CLOUD SOFTWARE MATERIALS ARE PROVIDED "AS IS" AND BCS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND BCS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, BCS MAKES NO WARRANTY OF ANY KIND THAT THE BEAR CLOUD SOFTWARE MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.
- 8.4. Service Guarantees. With respect to service guarantees, Bear Cloud certifies that it will provide the full name and exact address of the property owner subject to the following accuracy rates:

<u>Listing Building Type</u>	<u>Target</u>	<u>Penalty for Falling below target rate</u>
Home, Villa, Single Family	95%	1% of contract per 1% below target to a maximum of 50% of contract
Apartment, Condo, Multi-family	75%	1% of contract per 1% below target to a maximum of 50% of contract
Tent, treehouse, RV, other	75%	1% of contract per 1% below target to a maximum of 50% of contract 1% of contract per 1% below target to a maximum of 50% of contract

With respect to schedule, the billing schedule will be quarterly, with 25% due upon signing, and subsequent payments due each 90 days. For the second payment, all discovery and identification will be at least 95% complete within 90 days of signing. If for any reason discovery/identification is not complete, the billing schedule will be adjusted with payment due upon completion.

With respect the call center, Bear Cloud guarantees that all call s are answered, logged and corrective action initiated within 30 minutes from the time a call is received. Penalty is 1% of the contract per 3 calls not meeting the 30 minute target up to 50% of the line item of the call center in the contract.

9. Indemnification.

- 9.1. BCS Indemnification. BCS shall indemnify, defend and hold harmless Customer and Customer's officers, directors, employees, agents, permitted successors and permitted assigns (each, a "**Customer Indemnitee**") from and against any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees (collectively, "**Losses**") incurred by such Customer Indemnitee arising out of or relating to any claim, suit, action or proceeding (each, an "**Action**") by a third party to the extent that such Losses arise from any allegation of negligence, willful misconduct, or in such Action that Customer's use of the Services (excluding Customer Data and third-party materials) in compliance with this Agreement infringes a U.S. intellectual property right. If such intellectual property infringement Action appears possible, Customer agrees to permit BCS, at BCS's sole discretion, to (i) modify or replace the Services, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Customer to continue use. If BCS determines that neither alternative is reasonably available, BCS may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. This Section 9.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Services in combination with data, software, hardware, equipment, or technology not provided by BCS or authorized by BCS in writing; ii) modifications to the Services not made by BCS; (iii) Customer Data; or (iv) third-party products.

10. Limitations of Liability. IN NO EVENT WILL BCS OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (i) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE; (ii) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (iii) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (iv) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL THE LIABILITY OF BCS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE FEES PAID BY CUSTOMER IN THE SIX (6) MONTH PERIOD PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

11. Miscellaneous.

11.1. Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any payment obligation, when and to the extent such failure or delay is caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond such party's reasonable control (a "**Force Majeure Event**").

11.2. Notices. Except as otherwise expressly set forth in this Agreement, all notices shall be in writing and will be deemed effectively given: (i) when received, if delivered by hand, with signed confirmation of receipt; (ii) when received, if sent by a nationally recognized overnight courier, signature required; (iii) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (iv) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

11.3. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

11.4. Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11.5. Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

11.6. Governing Law; Jurisdiction; Jury Waiver. This Agreement is governed by and construed in accordance with the internal laws of the State of Texas. Any legal suit, action or proceeding arising out of or related to this

Agreement or the licenses granted hereunder shall be instituted in the federal courts of the United States or the courts of the State of Texas in each case located in the County of Hays, and each party irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Bear Cloud Software

Customer

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Schedule A

FEES

Phase I

STR Helper Discovery and Reporting Module - \$10,000

- Includes comprehensive reporting on all short term rentals in the jurisdiction
- Includes 2 Salesforce licenses
- Includes all property validations
- Includes initial GIS import

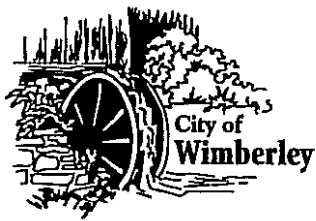
Phase II

STR Helper Registration Module - \$2,500

- Includes on-line registration and compliance reporting
- Includes all related project management

STR Helper Compliant Management Module - \$2,500

- Includes on-line compliant management portal
- Includes alerting and reporting



AGENDA ITEM: Thank You Letters to Volunteers
SUBMITTED BY: Gary Barchfeld
DATE SUBMITTED: February 14, 2019
MEETING DATE: February 21, 2019

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discuss and consider possible action regarding the City's protocol to thank citizen volunteers for their efforts at the end of their service term.

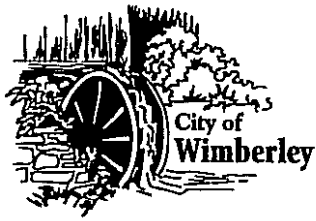
REQUESTED ACTION

Motion ☒
Discussion ☒
Ordinance ☐
Resolution ☐
Other ☐

FINANCIAL

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

STAFF RECOMMENDATION



AGENDA ITEM: Joint Workshop
SUBMITTED BY: Gary Barchfeld
DATE SUBMITTED: February 14, 2019
MEETING DATE: February 21, 2019

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discuss and consider possible action to plan a joint workshop with City Council and the Wastewater Ad Hoc Advisory Committee.

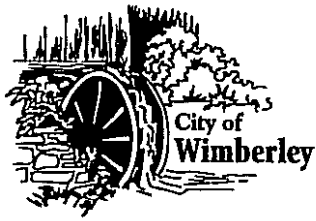
REQUESTED ACTION

Motion ☒
Discussion ☒
Ordinance ☐
Resolution ☐
Other ☐

FINANCIAL

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

STAFF RECOMMENDATION



AGENDA ITEM: Ordinance Amendment
SUBMITTED BY: Mayor Jagers
DATE SUBMITTED: 14 Feb 2019
MEETING DATE: 21 Feb 2019

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discuss and consider possible action to approve Ordinance No. 2019-01, amending Division 2, City Administrator, of Article 2.05, City Officers, of Chapter 2, Administration and Personnel of the City of Wimberley Code of Ordinances.

REQUESTED ACTION

Motion ☒
Discussion ☒
Ordinance ☒
Resolution ☐
Other ☐

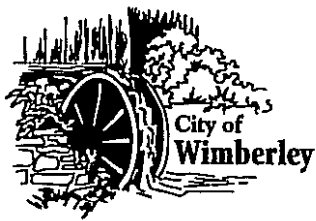
FINANCIAL

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

STAFF RECOMMENDATION

Laura,

I'll email you the package information for this item Monday for you or Shawn, to upload to the agenda.



AGENDA ITEM: Ordinance Amendment
SUBMITTED BY: Mayor Jagers
DATE SUBMITTED: 14 Feb 2019
MEETING DATE: 21 Feb 2019

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Ordinance No. 2019-01, amending Division 2, Ordinance No. 2019-01, amending Division 2, Article 2.02.013, Relationship with City Staff.

REQUESTED ACTION

Motion ☒
Discussion ☒
Ordinance ☒
Resolution ☐
Other ☐

FINANCIAL

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

STAFF RECOMMENDATION

Laura,

I'll email you the amendment Monday afternoon for you to be able to add it to the Packet.