



**CITY OF
WIMBERLEY**

REGULAR CITY COUNCIL MEETING PACKET

**Thursday, January 21, 2021
6:00 p.m.**



City of Wimberley

221 Stillwater Drive, Wimberley, Texas 78676

REGULAR CITY COUNCIL MEETING **THURSDAY, JANUARY 21, 2021 – 6:00 P.M.**

AGENDA

In accordance with order of the Office of the Governor issued March 16, 2020, the City Council of the City of Wimberley will conduct a teleconference/video conference meeting in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19).

The meeting will be held on **Thursday, January 21, 2021, at 6:00 p.m.**

The public may participate in this meeting via the following toll-free numbers 888-475-4499 or 877-853-5257 and/or using the Zoom meeting ID 829 1890 6609 and using the password 019874.

The public will be permitted to offer public comments and participate in any public hearing via teleconference or video conference, as provided by the agenda and as permitted by the presiding officer during the meeting.

Anyone wishing to offer public comments, participate in any public hearing, or offer written questions or comments must notify City Secretary, Laura Calcote, at lcalcote@cityofwimberley.com, at least two hours before the meeting.

A recording of the meeting will be made and will be available to the public in accordance with the Texas Public Information Act upon written request.

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1. **CALL TO ORDER** January 21, 2021 at 6:00 p.m.
 2. **CALL OF ROLL** City Secretary, Laura Calcote
 3. **INVOCATION** Chapel in the Hills Reverend, Jim Denham
 4. **PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG**
 5. **CITIZENS COMMUNICATIONS**
Citizens must sign-in with City Secretary, Laura Calcote, via email at lcalcote@cityofwimberley.com at least two (2) hours before the meeting to address City Council. Limit your comments to three (3) minutes. City Council will listen to the comments but cannot discuss or respond to the comments during the meeting. 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

6.1. Approval of minutes from the Regular City Council Meeting held January 7, 2021.

6.2. Approval of the November 2020 Financial Statements for the City of Wimberley.

6.3. Approval of Place Four Council Member Jim Chiles's appointment of Jerry Lunow to the Planning and Zoning Commission.

7. DISCUSSION AND POSSIBLE ACTION

7.1. Discuss and consider possible action to extend the Professional Services Agreement for Professional Planning Services between Jon Thompson and the City of Wimberley on an hourly, as-needed, basis until May 31, 2021. *(Interim City Administrator, Paul Parker)*

7.2. Discuss and consider possible action regarding the status of the Central Wimberley Wastewater Project. *(Project Manager, Craig Fore)*

7.3. Discuss and consider possible action regarding the first reading of Ordinance No. 2021-02, concerning the extension of sewer utilities and providing for the following: jurisdiction; purpose and scope; sewer service application requirements; disconnection and discontinuance of sewer service; requirements for connecting to sewer services; establishing wastewater utility system rates and fees; and providing for the following: findings of fact; establishing a rate schedule; relation to other ordinances; effective date; severability; proper notice and meeting. *(Interim City Administrator, Paul Parker)*

8. EXECUTIVE SESSION

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

Executive Session pursuant to Texas Government Code, Section 551.074 (Personnel Matters) to review applicants in relation to the hiring of a City Administrator.

9. OPEN SESSION

Discussion and possible action resulting from Executive Session.

10. CITY COUNCIL REPORTS

10.1. Announcements

10.2. 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 Friday, January 15, 2021, by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.



Laura J. Calcote, MPA, TRMC
City Secretary

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





AGENDA ITEM:	Consent Agenda
SUBMITTED BY:	Laura Calcote, City Secretary
DATE SUBMITTED:	January 14, 2021
MEETING DATE:	January 21, 2021

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

6.1. Approval of minutes from the Regular City Council Meeting held January 7, 2021.

6.2. Approval of the November 2020 Financial Statements for the City of Wimberley.

6.3. Approval of Place Four Council Member Jim Chiles's appointment of Jerry Lunow to the Planning and Zoning Commission.

REQUESTED ACTION

Motion ☒

Discussion ☐

Ordinance ☐

Resolution ☐

FINANCIAL

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

STAFF RECOMMENDATION

Approval of Items 6.1. and 6.2.

ATTACHMENT/S

- January 7th Regular City Council Meeting Minutes
- November 2020 Financial Statements
- Jerry Lunow's Application



City of Wimberley

221 Stillwater Drive, Wimberley, Texas 78676

REGULAR CITY COUNCIL MEETING **THURSDAY, JANUARY 7, 2021 – 6:00 P.M.**

MINUTES

In accordance with order of the Office of the Governor issued March 16, 2020, the City Council of the City of Wimberley will conduct a teleconference/video conference meeting in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19).

The meeting will be held on **Thursday, January 7, 2021, at 6:00 p.m.**

The public may participate in this meeting via the following toll-free numbers 888-475-4499 or 877-853-5257 and/or using the Zoom meeting ID 825 5118 0397 and using the password 493368.

The public will be permitted to offer public comments and participate in any public hearing via teleconference or video conference, as provided by the agenda and as permitted by the presiding officer during the meeting.

Anyone wishing to offer public comments, participate in any public hearing, or offer written questions or comments must notify City Secretary, Laura Calcote, at lcalcote@cityofwimberley.com, at least two hours before the meeting.

A recording of the meeting will be made and will be available to the public in accordance with the Texas Public Information Act upon written request.

CALL TO ORDER

Mayor, Gina Fulkerson, called the meeting to order on January 7, 2021 at 6:01 p.m.

CALL OF ROLL

Council Members Present:

Gina Fulkerson
Rebecca Minnick
Teresa Shell
Christine Byrne
Jim Chiles

Mayor (*via teleconference*)
Place One (*via teleconference*)
Place Two (*via teleconference*)
Place Three (*via teleconference*)
Place Four (*via teleconference*)

Council Members Absent:

Bo Bowman

Place Five (*via teleconference*)

City Staff Present:

Paul Parker

Interim City Administrator (*via teleconference*)

Laura Calcote	City Secretary (<i>via teleconference</i>)
Sarah Griffin	City Attorney (<i>via teleconference</i>)
Nathan Glaiser	Planning & Development Coordinator (<i>via teleconference</i>)

INVOCATION

Saint Stephen's Episcopal Church Reverend, Kevin Schubert, gave the invocation.

PLEDGE OF ALLEGIANCE/SALUTE TO THE TEXAS FLAG

Mayor, Gina Fulkerson, led the pledges to the United States and Texas flags.

CITIZENS COMMUNICATIONS

Caroline Rolling addressed Council concerning enforcement of the lighting ordinance within the City. Ms. Rolling had spoken at the December 3rd, 2020 City Council Meeting regarding the same issue, and the light pollution problems in her neighborhood were still unresolved. Ms. Rolling stated she would be contacting the International Dark Sky Association concerning the City's designation as an International Dark Sky Community unless the lighting situation was remedied.

PROCLAMATION

Proclamation of the City of Wimberley, Texas proclaiming January 18, 2021 as Martin Luther King Jr. Day in the City of Wimberley. (*Place Three Council Member, Christine Byrne*) Mayor, Gina Fulkerson, read aloud the proclamation.

CONSENT AGENDA

Motion to approve the Consent Agenda, as presented, was made by Council Member Christine Byrne. Motion was seconded by Council Member Rebecca Minnick. Motion carried unanimously (4-0).

7.1. Approval of minutes from the Regular City Council Meeting held December 17, 2020.

7.2. Approval of minutes from the Special City Council Meeting held December 22, 2020.

7.3. Approval of Place Two Council Member Teresa Shell's appointment of Thomas Gordon to the Board of Adjustment.

CITY ADMINISTRATOR REPORT

Interim City Administrator, Paul Parker, noted traffic control within the Wimberley Square had been suspended until the springtime. Furthermore, sales tax had continued to increase for the City, despite the COVID-19 pandemic. Mr. Parker contended the City was in good financial shape.

DISCUSSION AND POSSIBLE ACTION

9.1. Discuss and consider possible action regarding a request to operate a food service trailer at 411 FM 2325 in Wimberley, Texas. (*Applicant Brandon Kibby/Paradise Amusements*) City Secretary, Laura Calcote, presented the request on behalf of the applicant. Council had previously approved Mr. Kibby's request in April and June 2020, due to the COVID-19 pandemic. The previous approvals required certain stipulations, such as the truck's lighting to comply with the City's dark sky requirements and the authority for the City Administrator

to approve a sign variance for the truck. There was discussion pertaining to the timeframe the applicant was requesting.

Motion to approve a request to operate a food service trailer at 411 FM 2325 in Wimberley, Texas, until December 31, 2021, with the same lighting and sign requirements as previously outlined, was made by Council Member Rebecca Minnick. Motion was seconded by Council Member Jim Chiles. Motion carried unanimously (4-0).

- 9.2. Discuss and consider possible action regarding the status of the Central Wimberley Wastewater Project. *(Project Manager, Craig Fore)*

Project Manager, Craig Fore, stated the City was still waiting on approval from the Texas Water Development Board (TWDB) regarding Change Order No. 6, and the notice to proceed from TWDB for construction of the Project north of the Cypress Creek. No action was taken on this item.

- 9.3. Discuss and consider possible action to amend the Professional Services Agreement between the City of Wimberley and Craig Fore until May 31, 2021 and appropriate an additional \$20,000 for construction management for the Central Wimberley Wastewater Project. *(Mayor, Gina Fulkerson)*

Motion to amend the Professional Services Agreement between the City of Wimberley and Craig Fore until May 31, 2021 and appropriate an additional \$20,000 for construction management for the Central Wimberley Wastewater Project was made by Council Member Christine Byrne. Motion was seconded by Council Member Teresa Shell. Motion carried unanimously (4-0).

- 9.4. Discuss and consider possible action to ratify extension of Memorandum of Understanding (MOU) with Curative for COVID-19 testing site. *(Mayor, Gina Fulkerson)*

Mayor, Gina Fulkerson, presented the amended MOU with Curative, which would supply a kiosk at the Wimberley Community Center for COVID-19 testing seven days a week from 9:00 a.m. until 5:30 p.m.

Motion to ratify the extension of Memorandum of Understanding (MOU) with Curative for COVID-19 testing site was made by Council Member Rebecca Minnick. Motion was seconded by Council Member Jim Chiles. Motion carried unanimously (4-0).

- 9.5. Discuss and consider possible action for City Council to authorize the disbursement of COVID-19 protective supplies to local non-profit organizations on an as needed basis. *(Mayor, Gina Fulkerson)*

There was discussion among Council relating to the City providing COVID-19 protective supplies, such as masks and hand sanitizer, to local non-profits, as necessary. Council agreed providing these items to the community would be beneficial and was needed, given the current status of the COVID-19 pandemic.

No action was taken on this item.

- 9.6. Discuss and consider possible action regarding an Interlocal Agreement between Hays County, Texas and the City of Wimberley, Texas regarding floodplain administration services. *(Planning & Development Coordinator, Nathan Glaiser)*

Planning and Development Coordinator, Nathan Glaiser, presented the formal renewal of the Interlocal Agreement between Hays County and the City for floodplain administration

services. The agreement would be in effect six month after execution, while City staff worked toward earning Certified Floodplain Manager certification.

Motion to approve an Interlocal Agreement between Hays County, Texas and the City of Wimberley, Texas regarding floodplain administration services, was made by Council Member Christine Byrne. Motion was seconded by Council Member Teresa Shell. Motion carried unanimously (4-0).

- 9.7. Discuss and consider possible action regarding Ordinance No. 2021-01, ordering a General Election to be held on Saturday, May 1, 2021, for the purpose of electing at-large Council members for Place One, Place Three and Place Five for the City of Wimberley City Council and providing details relating to the holding of such election. *(City Secretary, Laura Calcote)* City Secretary, Laura Calcote, presented Ordinance No. 2021-01, ordering the 2021 General Election for May 1, 2021, as well as the Contract for Election Services between the Hays County Elections Administrator and the City to conduct the Election.

Motion to approve Ordinance No. 2021-01, ordering a General Election to be held on Saturday, May 1, 2021, for the purpose of electing at-large Council members for Place One, Place Three and Place Five for the City of Wimberley City Council and providing details relating to the holding of such election, was made by Council Member Christine Byrne. Motion was seconded by Council Member Jim Chiles. Motion carried unanimously (4-0).

- 9.8. Discuss and consider possible action regarding a Contract for Election Services with the Hays County Elections Administrator to conduct the May 1, 2021 General Election for the City of Wimberley. *(City Secretary, Laura Calcote)*

Motion to approve the Contract for Election Services with the Hays County Elections Administrator to conduct the May 1, 2021 General Election for the City of Wimberley, in conjunction with Ordinance No. 2021-01, was made by Council Member Christine Byrne. Motion was seconded by Council Member Jim Chiles. Motion carried unanimously (4-0).

- 9.9. Discuss and consider possible action regarding a Joint Election Agreement between Hays County and the City of Wimberley. *(City Secretary, Laura Calcote)* City Secretary, Laura Calcote, presented the Joint Elections Agreement, which was required in addition to the Contract for Election Services, since Hays County was a part of the Texas Countywide Polling Place Program.

Motion to approve the Joint Election Agreement between Hays County and the City of Wimberley was made by Council Member Christine Byrne. Motion was seconded by Council Member Rebecca Minnick. Motion carried unanimously (4-0).

- 9.10. Discuss and consider possible action regarding Resolution No. 01-2021, authorizing an amendment to the 2020/2021 Operating Budget (Budget Amendment No. 5), providing for the transfer of funds within the Hotel Occupancy Tax Fund – Unobligated Fund Balance to the Hotel Occupancy Tax Fund – Operating Budget Account Number 205156792 (Capital Outlay) and providing for an effective date. *(Interim City Administrator, Paul Parker)* Interim City Administrator, Paul Parker, presented Resolution No. 01-2021, which would allocate additional funds for the previously approved wayfinding signage project.

Motion to approve Resolution No. 01-2021, authorizing an amendment to the 2020/2021 Operating Budget (Budget Amendment No. 5), providing for the transfer of

funds within the Hotel Occupancy Tax Fund – Unobligated Fund Balance to the Hotel Occupancy Tax Fund – Operating Budget Account Number 205156792 (Capital Outlay) and providing for an effective date, was made by Council Member Rebecca Minnick. Motion was seconded by Council Member Jim Chiles. Motion carried unanimously (4-0).

9.11. Discuss and consider possible action regarding Resolution No. 02-2021, authorizing an amendment to the 2020/2021 Operating Budget (Budget Amendment No. 6), which will appropriate initial funds for the design phase of downtown restrooms, sidewalks and parking facilities. (*Interim City Administrator, Paul Parker*)

Interim City Administrator, Paul Parker, presented Resolution No. 02-2021, which would allocate funds to initiate plans for the feasibility of constructing downtown restrooms, sidewalks and parking facilities.

Motion to approve Resolution No. 02-2021, authorizing an amendment to the 2020/2021 Operating Budget (Budget Amendment No. 6), which will appropriate initial funds for the design phase of downtown restrooms, sidewalks and parking facilities, was made by Council Member Jim Chiles. Motion was seconded by Council Member Teresa Shell. Motion carried unanimously (4-0).

EXECUTIVE SESSION

City Council adjourned into Executive Session at 6:55 p.m., in accordance with Texas Government Code, Chapter 551, Subchapter D, for the following purpose:

Section 551.074 (Personnel Matters) to review applications in relation to the hiring of a City Administrator.

OPEN SESSION

Regular Session reconvened at 8:01 p.m.

No action was taken.

CITY COUNCIL REPORTS

12.1. Announcements – Council Member, Christine Byrne, noted the recent updates to the Martha Knies Community Park.

12.2. Future agenda items – Mayor, Gina Fulkerson, proposed Council move the review of their Fiscal Year 2021 goals and objectives to February 2021.

ADJOURNMENT

Motion to adjourn the meeting at 8:04 p.m. was made by Council Member Rebecca Minnick. Motion was seconded by Council Member Christine Byrne. Motion carried unanimously (4-0).

RECORDED BY:

Laura J. Calcote, City Secretary



APPROVED BY:

Gina V. Fulkerson, Mayor

DRAFT

BALANCE SHEET

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1/18/2021

2:07 pm

City of Wimberley

As of: 11/30/2020

Balances

Fund: 100 - General Fund

Assets

1011 Petty Cash	450.00
1020 General Checking - ONB	171,244.97
1021 Certificate of Deposit - Ozona	231,051.35
1030 Texpool	187,614.40
1050 Sales Tax Receivable	182,195.16
1052 Mixed Bev Taxes Receivable	0.00
1053 Franchise Taxes Receivable	0.00
1150 Accounts Receivable	4,165.05
1151 Allowance for Uncoll Acct Rec	0.00
1210 Prepaid Expenses	0.00
1302 Due from Municipal Court	200.00
1304 Due from BHP	0.00
1305 Due from OTHERS	0.00
1306 Due from WW	0.00
1307 Due from TML Claim Fund	0.00

Total Assets

776,920.93

Liabilities

2010 Accounts Payable	90,733.18
2015 WCC Security Deposits	385.00
2021 Accrued Wages Payable	0.00
2022 Payroll Deductions Payable	0.00
2023 TML IEBP Payable	2,024.65
2060 Payable to Hays County	0.00
2072 ICMA RC Payable	100.00
2073 TWC Payable	0.00
2074 TMRS Payable	1,592.48
2075 TCEQ Payable to State	241.00
2081 Due to Others	0.00
2082 Due to BHP	794.72
2086 Due to Wastewater	0.00

Total Liabilities

95,871.03

Reserves/Balances

3310 Nonspendable Prepaids	0.00
3410 Restricted Funds	17,844.43
3510 Committed FB - Public Works	559,053.00
3520 Committed FB - New City Hall	0.00
3530 Committed FB - W/W on Square	504,204.00
3540 Committed FB-Future Grant Matc	334,375.00
3600 Fund Balance - Uncommitted	-219,465.54
3601 Transfer	0.00
3602 Suspense	0.00
3650 Net Excess (Deficit)	-514,960.99

Total Reserves/Balances

681,049.90

BALANCE SHEET

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1/18/2021
2:07 pm

City of Wimberley

As of: 11/30/2020

Balances

Total Liabilities & Balances

776,920.93

REVENUE/EXPENDITURE REPORT

Page: 1

1/18/2021

2:08 pm

City of Wimberley

For the Period: 10/1/2020 to 11/30/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 100 - General Fund							
Revenues							
Dept: 15 ADMINISTRATION							
5120 General Sales & Use Tax	850,000.00	850,000.00	182,194.95	86,938.67	0.00	667,805.05	21.4
5131 Mixed Beverage Tax	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.0
5171 Franchise Tax	275,000.00	275,000.00	0.00	0.00	0.00	275,000.00	0.0
5211 Beer & Wine Permits	1,000.00	1,000.00	250.00	250.00	0.00	750.00	25.0
5212 Food Permits	11,000.00	11,000.00	100.00	0.00	0.00	10,900.00	0.9
5213 Septic Permits	8,000.00	8,000.00	2,400.00	900.00	0.00	5,600.00	30.0
5219 Sign Permits	1,200.00	1,200.00	190.00	25.00	0.00	1,010.00	15.8
5221 Building Permits	22,500.00	22,500.00	5,649.75	3,085.00	0.00	16,850.25	25.1
5340 Grant Funds	0.00	0.00	9,102.60	0.00	0.00	-9,102.60	0.0
5410 CC Convenience Fees	200.00	200.00	205.82	60.04	0.00	-5.82	102.9
5411 Court Costs, Fees & Charges	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5413 Zoning	7,000.00	7,000.00	1,689.00	1,039.00	0.00	5,311.00	24.1
5414 Subdivision Fees	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
5415 Copies, Maps, Misc.	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5416 Building Inspections	22,000.00	22,000.00	4,700.00	2,080.00	0.00	17,300.00	21.4
5417 Bldg Plan Reviews	12,000.00	12,000.00	1,855.00	1,290.00	0.00	10,145.00	15.5
5475 WCC Facility Rentals	30,000.00	30,000.00	390.00	275.00	0.00	29,610.00	1.3
5611 Interest Revenues	2,500.00	2,500.00	461.11	223.21	0.00	2,038.89	18.4
5620 Parking Lot Lease	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5621 Short-Term Rental	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5630 Restroom Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5701 Other/Misc	345,000.00	345,000.00	129.68	22.55	0.00	344,870.32	0.0
5799 Operating Transfer In	0.00	341,000.00	34,397.00	0.00	0.00	306,603.00	10.1
5900 Designated Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5901 FEMA Designated Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5903 CARES ACT-DESIGNATED FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.0
ADMINISTRATION	1,603,900.00	1,944,900.00	243,714.91	96,188.47	0.00	1,701,185.09	12.5
Revenues	1,603,900.00	1,944,900.00	243,714.91	96,188.47	0.00	1,701,185.09	12.5
Expenditures							
Dept: 15 ADMINISTRATION							
6110 S&W- City Administrator	95,000.00	95,000.00	22,920.00	11,880.00	0.00	72,080.00	24.1
6120 S&W- City Secretary	64,890.00	64,890.00	9,234.28	4,991.54	0.00	55,655.72	14.2
6130 S&W- Financial Clerk	41,200.00	41,200.00	5,865.92	3,171.20	0.00	35,334.08	14.2
6210 Health Care	27,000.00	27,000.00	1,016.83	677.12	0.00	25,983.17	3.8
6220 Payroll Taxes	15,383.00	15,383.00	3,143.00	1,533.28	0.00	12,240.00	20.4
6230 TMRS Contributions	16,228.00	16,228.00	549.30	549.30	0.00	15,678.70	3.4
6250 Unemployment Compensation	487.00	487.00	71.04	0.00	0.00	415.96	14.6
6270 Annual/Assoc DUES	3,950.00	3,950.00	1,072.70	760.00	0.00	2,877.30	27.2
6340 Technician/Technology Consulta	6,708.00	6,708.00	382.50	0.00	0.00	6,325.50	5.7
6370 Contract Services	0.00	0.00	2,151.00	395.00	0.00	-2,151.00	0.0
6410 Utilities	7,740.00	7,740.00	1,156.98	596.48	0.00	6,583.02	14.9
6411 Telephones	3,150.00	3,150.00	867.04	433.54	0.00	2,282.96	27.5
6420 Office Cleaning	5,300.00	5,300.00	400.00	400.00	0.00	4,900.00	7.5
6430 Bldg Repairs/Maintenance	3,000.00	3,000.00	187.18	168.00	0.00	2,812.82	6.2
6433 Equipment Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6441 Storage Rental	1,200.00	1,200.00	200.00	100.00	0.00	1,000.00	16.7
6442 Water Cooler	600.00	600.00	28.48	10.49	0.00	571.52	4.7
6443 Equipment Rent/Lease	5,900.00	5,900.00	979.84	127.50	0.00	4,920.16	16.6
6444 Parking Lot Lease	1,200.00	1,200.00	200.00	100.00	0.00	1,000.00	16.7
6500 Grant Expenditures	0.00	0.00	17,736.90	0.00	0.00	-17,736.90	0.0
6520 Insurance	26,750.00	26,750.00	23,632.08	0.00	0.00	3,117.92	88.3
6521 Security System	853.00	853.00	180.04	0.00	0.00	672.96	21.1
6531 Public Notices	5,000.00	5,000.00	2,310.49	1,351.84	0.00	2,689.51	46.2
6532 Office Tech/Software	19,700.00	19,700.00	8,153.31	798.94	0.00	11,546.69	41.4
6540 Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6551 Printing Services	300.00	300.00	75.12	0.00	0.00	224.88	25.0
6552 Copies/Misc	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6562 CC Processing Fees	200.00	200.00	214.96	62.89	0.00	-14.96	107.5

REVENUE/EXPENDITURE REPORT

Page: 2

1/18/2021

2:08 pm

City of Wimberley

For the Period: 10/1/2020 to 11/30/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 100 - General Fund							
Expenditures							
Dept: 15 ADMINISTRATION							
6569 Vehicle Allowance/Moving Exp	6,000.00	6,000.00	1,000.00	500.00	0.00	5,000.00	16.7
6570 Travel/Hospitality	2,916.00	2,916.00	0.00	0.00	0.00	2,916.00	0.0
6571 Mileage	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
6572 Training	1,050.00	1,050.00	600.00	300.00	0.00	450.00	57.1
6581 Refunds	500.00	500.00	250.00	250.00	0.00	250.00	50.0
6589 Records Management	0.00	0.00	64.18	31.56	0.00	-64.18	0.0
6610 Operating Supplies	2,000.00	2,000.00	882.18	520.59	0.00	1,117.82	44.1
6651 Postage/Shipping	1,000.00	1,000.00	251.00	251.00	0.00	749.00	25.1
6660 Office Supplies	2,000.00	2,000.00	220.64	89.36	0.00	1,779.36	11.0
6700 Bad Debt Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6790 Capital Outlay - Furnishings	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6791 Capital Outlay- Technology	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6792 Capital Outlay - Other	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.0
6903 CARES ACT - EXPENDITURES	0.00	0.00	10,726.65	7,470.26	0.00	-10,726.65	0.0
6990 Operating Transfer Out	290,500.00	553,002.00	553,001.59	290,500.00	0.00	0.41	100.0
ADMINISTRATION	674,205.00	936,707.00	669,725.23	328,019.89	0.00	266,981.77	71.5
Dept: 16 LEGAL							
6350 Legal	100,000.00	100,000.00	12,863.00	2,383.50	0.00	87,137.00	12.9
LEGAL	100,000.00	100,000.00	12,863.00	2,383.50	0.00	87,137.00	12.9
Dept: 17 COUNCIL/BOARD							
6320 Financial (Contract Svs)	16,200.00	16,200.00	2,700.00	1,350.00	0.00	13,500.00	16.7
6330 Audit Svs	19,400.00	19,400.00	0.00	0.00	0.00	19,400.00	0.0
6340 Technician/Technology Consulta	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6382 Social Services Support	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6533 Public Information	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6541 Public Relations/Receptions	1,000.00	1,000.00	88.38	0.00	0.00	911.62	8.8
6572 Training	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.0
6590 Elections	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
6591 Planning	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	0.0
COUNCIL/BOARD	126,600.00	126,600.00	2,788.38	1,350.00	0.00	123,811.62	2.2
Dept: 18 BUILDING							
6360 Contract Inspections	30,000.00	30,000.00	4,370.00	2,185.00	0.00	25,630.00	14.6
6582 Site Plan Reviews	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.0
BUILDING	38,000.00	38,000.00	4,370.00	2,185.00	0.00	33,630.00	11.5
Dept: 21 PUBLIC SAFETY							
6370 Contract Services	84,315.00	84,315.00	7,935.00	4,340.00	0.00	76,380.00	9.4
6371 Sanitarian (Contract Labor)	30,000.00	30,000.00	4,219.85	2,110.81	0.00	25,780.15	14.1
6373 Animal Control	6,000.00	6,000.00	6,000.00	0.00	0.00	0.00	100.0
6574 Event Services	1,750.00	1,750.00	0.00	0.00	0.00	1,750.00	0.0
PUBLIC SAFETY	122,065.00	122,065.00	18,154.85	6,450.81	0.00	103,910.15	14.9
Dept: 25 MUNICIPAL COURT							
6270 Annual/Assoc DUES	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6380 MC Judge (Contract Labor)	4,000.00	4,000.00	666.66	333.33	0.00	3,333.34	16.7
6381 City Prosecutor	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
6532 Office Tech/Software	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
6570 Travel/Hospitality	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6572 Training	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6610 Operating Supplies	750.00	750.00	0.00	0.00	0.00	750.00	0.0
6651 Postage/Shipping	0.00	0.00	0.00	0.00	0.00	0.00	0.0
MUNICIPAL COURT	14,750.00	14,750.00	666.66	333.33	0.00	14,083.34	4.5
Dept: 30 PUBLIC WORKS							
6150 S&W- Code Enforcement	41,200.00	41,200.00	5,843.96	3,169.60	0.00	35,356.04	14.2
6160 S&W- P&D Coordinator	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	0.0
6180 S&W- Maintenance	15,450.00	15,450.00	877.50	448.50	0.00	14,572.50	5.7

REVENUE/EXPENDITURE REPORT

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1/18/2021

2:08 pm

City of Wimberley

For the Period: 10/1/2020 to 11/30/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 100 - General Fund							
Expenditures							
Dept: 30 PUBLIC WORKS							
6210 Health Care	18,000.00	18,000.00	1,371.80	657.78	0.00	16,628.20	7.6
6220 Payroll Taxes	8,541.00	8,541.00	555.07	276.79	0.00	7,985.93	6.5
6230 TMRS Contributions	9,010.00	9,010.00	213.31	213.31	0.00	8,796.69	2.4
6250 Unemployment Compensation	487.00	487.00	27.25	0.00	0.00	459.75	5.6
6270 Annual/Assoc DUES	400.00	400.00	0.00	0.00	0.00	400.00	0.0
6370 Contract Services	0.00	0.00	5,627.50	5,627.50	0.00	-5,627.50	0.0
6431 Vehicle Maint/Insurance	600.00	600.00	823.44	0.00	0.00	-223.44	137.2
6532 Office Tech/Software	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6570 Travel/Hospitality	500.00	500.00	0.00	0.00	0.00	500.00	0.0
6571 Mileage	300.00	300.00	0.00	0.00	0.00	300.00	0.0
6572 Training	600.00	600.00	0.00	0.00	0.00	600.00	0.0
6583 Fuel	2,000.00	2,000.00	177.26	95.53	0.00	1,822.74	8.9
6610 Operating Supplies	1,000.00	1,000.00	142.58	142.58	0.00	857.42	14.3
6612 Tools	500.00	500.00	0.00	0.00	0.00	500.00	0.0
6794 Capital Outlay - Equipmt/Other	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6795 Capital Outlay - Roads	0.00	0.00	0.00	0.00	0.00	0.00	0.0
PUBLIC WORKS	153,588.00	153,588.00	15,659.67	10,631.59	0.00	137,928.33	10.2
Dept: 31 ROADS							
6370 Contract Services	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6372 Survey Services	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6432 Road Maintenance	80,000.00	80,000.00	1,275.00	750.00	0.00	78,725.00	1.6
6433 Equipment Maintenance	250.00	250.00	0.00	0.00	0.00	250.00	0.0
6470 Engineering - Roads	10,000.00	10,000.00	562.50	0.00	0.00	9,437.50	5.6
6584 Mowing/Trimming	8,000.00	8,000.00	373.45	373.45	0.00	7,626.55	4.7
6611 Signs/Barricades	4,000.00	4,000.00	204.59	0.00	0.00	3,795.41	5.1
6792 Capital Outlay - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6795 Capital Outlay - Roads	100,000.00	100,000.00	5,800.00	5,800.00	0.00	94,200.00	5.8
ROADS	202,250.00	202,250.00	8,215.54	6,923.45	0.00	194,034.46	4.1
Dept: 33 WATER/WASTEWATER							
6561 State Sanitations Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6586 Quality Testing WW	1,860.00	1,860.00	465.00	0.00	0.00	1,395.00	25.0
6588 Public Restroom WW	36,000.00	36,000.00	7,227.58	3,216.08	0.00	28,772.42	20.1
6793 Capital Outlay - RR Trailer	0.00	0.00	0.00	0.00	0.00	0.00	0.0
WATER/WASTEWATER	37,860.00	37,860.00	7,692.58	3,216.08	0.00	30,167.42	20.3
Dept: 51 COMMUNITY CENTER							
6140 S&W- Director	40,000.00	40,000.00	5,922.84	3,211.41	0.00	34,077.16	14.8
6180 S&W- Maintenance	25,000.00	25,000.00	1,782.50	994.25	0.00	23,217.50	7.1
6210 Health Care	9,000.00	9,000.00	1,385.84	664.80	0.00	7,614.16	15.4
6220 Payroll Taxes	4,973.00	4,973.00	639.24	321.74	0.00	4,333.76	12.9
6230 TMRS Contributions	5,246.00	5,246.00	216.13	216.13	0.00	5,029.87	4.1
6250 Unemployment Compensation	487.00	487.00	41.12	0.00	0.00	445.88	8.4
6270 Annual/Assoc DUES	100.00	100.00	0.00	0.00	0.00	100.00	0.0
6370 Contract Services	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6410 Utilities	18,200.00	18,200.00	2,776.36	1,155.21	0.00	15,423.64	15.3
6411 Telephones	931.00	931.00	363.38	181.69	0.00	567.62	39.0
6430 Bldg Repairs/Maintenance	5,000.00	5,000.00	1,756.47	1,101.38	0.00	3,243.53	35.1
6443 Equipment Rent/Lease	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6521 Security System	2,000.00	2,000.00	340.51	169.27	0.00	1,659.49	17.0
6532 Office Tech/Software	2,500.00	2,500.00	314.96	157.48	0.00	2,185.04	12.6
6540 Advertising	3,000.00	3,000.00	1,154.05	0.00	0.00	1,845.95	38.5
6541 Public Relations/Receptions	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6551 Printing Services	200.00	200.00	0.00	0.00	0.00	200.00	0.0
6610 Operating Supplies	3,000.00	3,000.00	529.15	473.21	0.00	2,470.85	17.6
6651 Postage/Shipping	100.00	100.00	0.00	0.00	0.00	100.00	0.0
6660 Office Supplies	500.00	500.00	49.56	43.58	0.00	450.44	9.9
6794 Capital Outlay - Equipmt/Other	0.00	0.00	999.00	999.00	0.00	-999.00	0.0
6797 Capital Outlay - Facilities	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0

REVENUE/EXPENDITURE REPORT

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1/18/2021

2:08 pm

City of Wimberley

For the Period: 10/1/2020 to 11/30/2020

Original Bud.

Amended Bud.

YTD Actual

CURR MTH

Encumb. YTD

UnencBal % Bud

Fund: 100 - General Fund

Expenditures

COMMUNITY CENTER	130,237.00	130,237.00	18,271.11	9,689.15	0.00	111,965.89	14.0
Dept: 52 PARKS							
6410 Utilities	1,500.00	1,500.00	226.92	84.82	0.00	1,273.08	15.1
6430 Bldg Repairs/Maintenance	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
6585 NATURE TL / OLD BALDY	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6610 Operating Supplies	600.00	600.00	41.96	20.98	0.00	558.04	7.0
PARKS	4,100.00	4,100.00	268.88	105.80	0.00	3,831.12	6.6
Dept: 90 Prior Period Adjustment							
9000 Prior Period Adjustment	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Prior Period Adjustment	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Expenditures	1,603,655.00	1,866,157.00	758,675.90	371,288.60	0.00	1,107,481.10	40.7
Net Effect for General Fund	245.00	78,743.00	-514,960.99	-275,100.13	0.00	593,703.99	-654.0
Change in Fund Balance:			-514,960.99				

BALANCE SHEET

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1/18/2021

2:07 pm

City of Wimberley

As of: 11/30/2020

Balances

Fund: 200 - Blue Hole Parkland

Assets

1011 Petty Cash	95.00
1020 General Checking - ONB	0.00
1022 BH Parkland - ONB	488,660.37
1150 Accounts Receivable	0.00
1301 Due from General	794.72

Total Assets

489,550.09

Liabilities

2010 Accounts Payable	3,825.21
2016 BHP Security Deposits	1,300.00
2021 Accrued Wages Payable	0.00
2022 Payroll Deductions Payable	0.00
2071 Sales Tax Payable	333.24
2072 ICMA RC Payable	0.00
2073 TWC Payable	0.00
2074 TMRS Payable	553.93
2080 Due to General	0.00
2081 Due to Others	0.00

Total Liabilities

6,012.38

Reserves/Balances

3600 Fund Balance - Uncommitted	527,462.35
3601 Transfer	0.00
3602 Suspense	0.00
3650 Net Excess (Deficit)	-43,924.64

Total Reserves/Balances

483,537.71

Total Liabilities & Balances

489,550.09

REVENUE/EXPENDITURE REPORT

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1/18/2021

2:08 pm

City of Wimberley

For the Period: 10/1/2020 to 11/30/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 200 - Blue Hole Parkland							
Revenues							
Dept: 52 PARKS							
5472 Reservations/Gate Fees	378,000.00	378,000.00	1,106.00	0.00	0.00	376,894.00	0.3
5474 Facility Rentals	10,000.00	10,000.00	190.00	190.00	0.00	9,810.00	1.9
5476 Special Events	69,000.00	69,000.00	544.00	50.00	0.00	68,456.00	0.8
5479 Vending/Merchandise	4,000.00	4,000.00	21.65	0.00	0.00	3,978.35	0.5
5611 Interest Revenues	150.00	150.00	42.95	20.61	0.00	107.05	28.6
5701 Other/Misc	3,800.00	3,800.00	828.55	828.55	0.00	2,971.45	21.8
5799 Operating Transfer In	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5900 Designated Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.0
PARKS	464,950.00	464,950.00	2,733.15	1,089.16	0.00	462,216.85	0.6
Revenues	464,950.00	464,950.00	2,733.15	1,089.16	0.00	462,216.85	0.6
Expenditures							
Dept: 52 PARKS							
6140 S&W- Director	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6141 S&W- Parks Director	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6181 S&W- Parks PT	85,000.00	85,000.00	7,004.01	3,316.12	0.00	77,995.99	8.2
6182 S&W- Parks Maintenance Tech	57,680.00	57,680.00	4,635.93	2,771.76	0.00	53,044.07	8.0
6183 S&W-Programs & Operations Mngr	40,000.00	40,000.00	5,692.08	3,076.80	0.00	34,307.92	14.2
6184 S&W-Programs & Events Special	28,840.00	28,840.00	3,984.16	2,153.60	0.00	24,855.84	13.8
6185 S&W-Nat'l Resources Parks Mngr	40,000.00	40,000.00	5,692.08	3,076.80	0.00	34,307.92	14.2
6210 Health Care	45,000.00	45,000.00	4,116.24	1,945.64	0.00	40,883.76	9.1
6220 Payroll Taxes	19,241.00	19,241.00	2,213.96	1,101.21	0.00	17,027.04	11.5
6230 TMRS Contributions	13,438.00	13,438.00	708.32	708.32	0.00	12,729.68	5.3
6250 Unemployment Compensation	1,299.00	1,299.00	404.53	0.00	0.00	894.47	31.1
6374 Contract Services	21,400.00	21,400.00	6,461.00	154.00	0.00	14,939.00	30.2
6410 Utilities	15,000.00	15,000.00	2,387.31	1,187.87	0.00	12,612.69	15.9
6411 Telephones	2,400.00	2,400.00	481.86	240.93	0.00	1,918.14	20.1
6431 Vehicle Maint/Insurance	300.00	300.00	98.67	77.17	0.00	201.33	32.9
6433 Equipment Maintenance	1,200.00	1,200.00	93.05	20.00	0.00	1,106.95	7.8
6443 Equipment Rent/Lease	1,000.00	1,000.00	40.00	40.00	0.00	960.00	4.0
6532 Office Tech/Software	10,720.00	10,720.00	309.98	169.99	0.00	10,410.02	2.9
6562 CC Processing Fees	13,000.00	13,000.00	186.30	64.55	0.00	12,813.70	1.4
6570 Travel/Hospitality	3,680.00	3,680.00	0.00	0.00	0.00	3,680.00	0.0
6571 Mileage	1,475.00	1,475.00	0.00	0.00	0.00	1,475.00	0.0
6572 Training	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
6581 Refunds	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
6583 Fuel	800.00	800.00	171.98	105.31	0.00	628.02	21.5
6584 Mowing/Trimming	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6589 Records Management	0.00	0.00	71.29	40.54	0.00	-71.29	0.0
6610 Operating Supplies	18,000.00	18,000.00	1,020.71	664.98	0.00	16,979.29	5.7
6613 Materials	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.0
6615 Bldg & Maint Supplies	1,500.00	1,500.00	295.68	295.68	0.00	1,204.32	19.7
6616 Programs	8,000.00	8,000.00	433.74	412.74	0.00	7,566.26	5.4
6651 Postage/Shipping	50.00	50.00	0.00	0.00	0.00	50.00	0.0
6660 Office Supplies	500.00	500.00	154.91	0.00	0.00	345.09	31.0
6794 Capital Outlay - Equipmt/Other	2,250.00	2,250.00	0.00	0.00	0.00	2,250.00	0.0
6990 Operating Transfer Out	0.00	0.00	0.00	0.00	0.00	0.00	0.0
PARKS	439,273.00	439,273.00	46,657.79	21,624.01	0.00	392,615.21	10.6
Expenditures	439,273.00	439,273.00	46,657.79	21,624.01	0.00	392,615.21	10.6
Net Effect for Blue Hole Parkland	25,677.00	25,677.00	-43,924.64	-20,534.85	0.00	69,601.64	-171.1
Change in Fund Balance:			-43,924.64				

BALANCE SHEET

Page: 4

1/18/2021

2:07 pm

City of Wimberley

As of: 11/30/2020

Balances

Fund: 201 - Municipal Court**Assets**

1023 Municipal Court - ONB

2,974.97

1024 MC Bonds - ONB

0.00

Total Assets

2,974.97**Liabilities**

2010 Accounts Payable

3,500.00

2076 MC Payable to State

712.35

2080 Due to General

0.00

Total Liabilities

4,212.35**Reserves/Balances**

3600 Fund Balance - Uncommitted

-1,237.63

3601 Transfer

0.00

3650 Net Excess (Deficit)

0.25

Total Reserves/Balances

-1,237.38

Total Liabilities & Balances

2,974.97

REVENUE/EXPENDITURE REPORT

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1/18/2021

2:08 pm

City of Wimberley

For the Period: 10/1/2020 to 11/30/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 201 - Municipal Court							
Revenues							
Dept: 00							
5410 CC Convenience Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5514 Court Technology	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5515 Court Bldg Security	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5516 Child Safety	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5517 Judicial Efficiency	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5611 Interest Revenues	0.00	0.00	0.25	0.12	0.00	-0.25	0.0
5701 Other/Misc	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 00	0.00	0.00	0.25	0.12	0.00	-0.25	0.0
Revenues	0.00	0.00	0.25	0.12	0.00	-0.25	0.0
Expenditures							
Dept: 00							
6532 Office Tech/Software	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6551 Printing Services	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6589 Records Management	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6614 Signage	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6660 Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6790 Capital Outlay - Furnishings	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6791 Capital Outlay- Technology	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Net Effect for Municipal Court	0.00	0.00	0.25	0.12	0.00	-0.25	0.0
Change in Fund Balance:			0.25				

BALANCE SHEET

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1/18/2021

2:07 pm

City of Wimberley

As of: 11/30/2020

Balances

Fund: 202 - Wastewater Fund

Assets

1027 Wastewater - ONB	219,069.58
1028 WW Construction Fund	0.00
1029 WW Int & Sinking Fund	0.00
1150 Accounts Receivable	9,898.00
1152 Tax Notes 2013-Restricted Cash	32,548.74
1301 Due from General	0.00
1310 Due from WW Project Fund	0.00
1729 WW Reclamation Facility	564,015.37
1730 Utility Plant - WW	223,970.00
1731 Accumulated Deprec.-Bldgs	-39,621.50

Total Assets

1,009,880.19

Liabilities

2010 Accounts Payable	48,775.45
2080 Due to General	0.00
2140 Accrued Interest Payable	2,041.92
2240 Notes Payable - Current	124,431.00
2550 Notes Payable - Utility Plant	0.00
2551 Notes Payable-Tax Notes 2013	95,000.00

Total Liabilities

270,248.37

Reserves/Balances

3600 Fund Balance - Uncommitted	82,345.90
3601 Transfer	0.00
3610 Net Invest in Capital Assets	514,814.52
3650 Net Excess (Deficit)	142,471.40

Total Reserves/Balances

739,631.82

Total Liabilities & Balances

1,009,880.19

REVENUE/EXPENDITURE REPORT

Page: 7

1/18/2021

2:08 pm

City of Wimberley

For the Period: 10/1/2020 to 11/30/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 202 - Wastewater Fund							
Revenues							
Dept: 04 WATER/WASTEWATER							
5340 Grant Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5400 WW Service Fees	241,888.00	241,888.00	19,796.00	9,898.00	0.00	222,092.00	8.2
5611 Interest Revenues	75.00	75.00	8.05	6.32	0.00	66.95	10.7
5789 Revenue Bond Transfer In	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5799 Operating Transfer In	290,500.00	290,500.00	290,500.00	290,500.00	0.00	0.00	100.0
WATER/WASTEWATER	532,463.00	532,463.00	310,304.05	300,404.32	0.00	222,158.95	58.3
Revenues	532,463.00	532,463.00	310,304.05	300,404.32	0.00	222,158.95	58.3
Expenditures							
Dept: 04 WATER/WASTEWATER							
6270 Annual/Assoc DUES	1,250.00	1,250.00	0.00	0.00	0.00	1,250.00	0.0
6374 Contract Services	246,391.00	246,391.00	152,100.00	150,850.00	0.00	94,291.00	61.7
6410 Utilities	6,000.00	6,000.00	1,088.56	526.94	0.00	4,911.44	18.1
6411 Telephones	1,800.00	1,800.00	314.27	157.13	0.00	1,485.73	17.5
6589 Records Management	0.00	0.00	0.00	-5.00	0.00	0.00	0.0
6792 Capital Outlay - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6797 Capital Outlay - Facilities	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6799 Project Manager-WW Project	38,000.00	38,000.00	1,350.00	0.00	0.00	36,650.00	3.6
6800 Depreciation	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6900 Wastewater Debt Service - Prin	160,000.00	160,000.00	0.00	0.00	0.00	160,000.00	0.0
6901 Wastewater Debt Service - Int	78,920.00	78,920.00	0.00	0.00	0.00	78,920.00	0.0
6990 Operating Transfer Out	0.00	0.00	12,979.82	12,979.82	0.00	-12,979.82	0.0
WATER/WASTEWATER	532,361.00	532,361.00	167,832.65	164,508.89	0.00	364,528.35	31.5
Expenditures	532,361.00	532,361.00	167,832.65	164,508.89	0.00	364,528.35	31.5
Net Effect for Wastewater Fund	102.00	102.00	142,471.40	135,895.43	0.00	-142,369.40	99,677.8
Change in Fund Balance:			142,471.40				

BALANCE SHEET

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1/18/2021

2:07 pm

City of Wimberley

As of: 11/30/2020

Balances

Fund: 205 - Hotel Occupancy Tax**Assets**

1019 Hotel Occupancy Tax	142,356.47
1055 Hotel Occupancy Receivable	0.00
1301 Due from General	0.00
1305 Due from OTHERS	0.00
1210 Prepaid Expenses	0.00

Total Assets**142,356.47****Liabilities**

2010 Accounts Payable	344.26
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Total Liabilities**344.26****Reserves/Balances**

3310 Nonspendable Prepaids	10,091.00
3560 FB Committed-Emergency Plan	5,000.00
3600 Fund Balance - Uncommitted	126,909.32
3650 Net Excess (Deficit)	11.89

Total Reserves/Balances**142,012.21****Total Liabilities & Balances****142,356.47**

REVENUE/EXPENDITURE REPORT

Page: 8

1/18/2021

2:08 pm

City of Wimberley

For the Period: 10/1/2020 to 11/30/2020

Original Bud.

Amended Bud.

YTD Actual

CURR MTH

Encumb. YTD

UnencBal % Bud

Fund: 205 - Hotel Occupancy Tax

Revenues

Dept: 15 ADMINISTRATION

5132 Hotel Occupancy Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5611 Interest Revenues	0.00	0.00	11.89	5.85	0.00	-11.89	0.0

ADMINISTRATION

Revenues	0.00	0.00	11.89	5.85	0.00	-11.89	0.0
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Expenditures

Dept: 15 ADMINISTRATION

6135 S&W- HOT	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6210 Health Care	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6220 Payroll Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6230 TMRS Contributions	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6250 Unemployment Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6270 Annual/Assoc DUES	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6370 Contract Services	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6551 Printing Services	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6570 Travel/Hospitality	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6572 Training	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6592 HOT Disbursements	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6610 Operating Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6651 Postage/Shipping	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6660 Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6791 Capital Outlay- Technology	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6792 Capital Outlay - Other	0.00	16,995.00	0.00	0.00	0.00	16,995.00	0.0

ADMINISTRATION

Expenditures	0.00	16,995.00	0.00	0.00	0.00	16,995.00	0.0
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Net Effect for Hotel Occupancy Tax

Change in Fund Balance:

	0.00	-16,995.00	11.89	5.85	0.00	-17,006.89	-0.1
			11.89				

BALANCE SHEET

Page: 7

1/18/2021

2:07 pm

City of Wimberley

As of: 11/30/2020

Balances

Fund: 600 - BHP Development Projects

Assets

1025 BH Development - ONB

15,062.23

Total Assets

15,062.23

Liabilities

2010 Accounts Payable

0.00

Total Liabilities

0.00

Reserves/Balances

3550 FB Committed - Soccer Fields

109,279.00

3600 Fund Balance - Uncommitted

-94,218.03

3650 Net Excess (Deficit)

1.26

Total Reserves/Balances

15,062.23

Total Liabilities & Balances

15,062.23

REVENUE/EXPENDITURE REPORT

Page: 9
1/18/2021
2:08 pm

City of Wimberley

For the Period: 10/1/2020 to 11/30/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 600 - BHP Development Projects							
Revenues							
Dept: 00							
5611 Interest Revenues	20.00	20.00	1.26	0.62	0.00	18.74	6.3
Dept: 00	20.00	20.00	1.26	0.62	0.00	18.74	6.3
Revenues	20.00	20.00	1.26	0.62	0.00	18.74	6.3
Expenditures							
Dept: 00							
6589 Records Management	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6794 Capital Outlay - Equipmt/Other	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6797 Capital Outlay - Facilities	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6798 Capital Outlay-Development	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Net Effect for BHP Development Projects	20.00	20.00	1.26	0.62	0.00	18.74	6.3
Change in Fund Balance:			1.26				

BALANCE SHEET

Page: 8

1/18/2021

2:07 pm

City of Wimberley

As of: 11/30/2020

Balances

Fund: 602 - DONATIONS/SIDEWALKS**Assets**

1026 Donations/Sidewalks

55,060.62

Total Assets**55,060.62****Reserves/Balances**

3600 Fund Balance - Uncommitted

89,451.80

3650 Net Excess (Deficit)

-34,391.18

Total Reserves/Balances**55,060.62****Total Liabilities & Balances****55,060.62**

REVENUE/EXPENDITURE REPORT

Page: 10
1/18/2021
2:08 pm

City of Wimberley

For the Period: 10/1/2020 to 11/30/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 602 - DONATIONS/SIDEWALKS							
Revenues							
Dept: 00							
5611 Interest Revenues	2.00	2.00	5.82	2.26	0.00	-3.82	291.0
5701 Other/Misc	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 00	2.00	2.00	5.82	2.26	0.00	-3.82	291.0
Revenues	2.00	2.00	5.82	2.26	0.00	-3.82	291.0
Expenditures							
Dept: 00							
6589 Records Management	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6990 Operating Transfer Out	0.00	55,054.80	34,397.00	0.00	0.00	20,657.80	62.5
Dept: 00	0.00	55,054.80	34,397.00	0.00	0.00	20,657.80	62.5
Expenditures	0.00	55,054.80	34,397.00	0.00	0.00	20,657.80	62.5
Net Effect for DONATIONS/SIDEWALKS	2.00	-55,052.80	-34,391.18	2.26	0.00	-20,661.62	62.5
Change in Fund Balance:			-34,391.18				

BALANCE SHEET

Page: 9

1/18/2021

2:07 pm

City of Wimberley

As of: 11/30/2020

Balances

Fund: 604 - WW Collection & Treatment Plan**Assets**

1032 WW Bond Reserve Funds	460,641.19
1033 BOK Financial (82-2435-02-0)	251,626.86
1034 BOK Financial (82-2435-01-2)	1,293,602.31
1301 Due from General	0.00
1728 WW Project - Const in Progress	2,021,785.14

Total Assets**4,027,655.50****Liabilities**

2010 Accounts Payable	710.00
2011 Debt Forgiveness Funds	243,005.00
2081 Due to Others	0.00
2140 Accrued Interest Payable	21,385.00
2560 N TX General Obligation	5,100,000.00
2561 Bonds - Current	155,000.00

Total Liabilities**5,520,100.00****Reserves/Balances**

3600 Fund Balance - Uncommitted	-1,247,823.20
3601 Transfer	0.00
3610 Net Invest in Capital Assets	-95,451.86
3650 Net Excess (Deficit)	-149,169.44

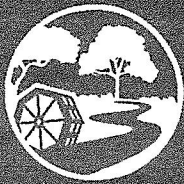
Total Reserves/Balances**-1,492,444.50****Total Liabilities & Balances****4,027,655.50**

REVENUE/EXPENDITURE REPORT

Page: 11
1/18/2021
2:08 pm

City of Wimberley

For the Period: 10/1/2020 to 11/30/2020	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 604 - WW Collection & Treatment Plan							
Revenues							
Dept: 00							
5799 Operating Transfer In	0.00	0.00	275,481.41	12,979.82	0.00	-275,481.41	0.0
Dept: 00	0.00	0.00	275,481.41	12,979.82	0.00	-275,481.41	0.0
Dept: 04 WATER/WASTEWATER							
5340 Grant Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.0
5611 Interest Revenues	0.00	0.00	75.46	67.25	0.00	-75.46	0.0
5612 Investment Income	0.00	0.00	23.81	11.34	0.00	-23.81	0.0
5902 WW Bond Reserve Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.0
WATER/WASTEWATER	0.00	0.00	99.27	78.59	0.00	-99.27	0.0
Revenues	0.00	0.00	275,580.68	13,058.41	0.00	-275,580.68	0.0
Expenditures							
Dept: 00							
6999 Contra Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 04 WATER/WASTEWATER							
6374 Contract Services	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6410 Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6589 Records Management	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6792 Capital Outlay - Other	0.00	0.00	418,990.12	6,686.29	0.00	-418,990.12	0.0
6799 Project Manager-WW Project	0.00	0.00	5,760.00	2,730.00	0.00	-5,760.00	0.0
6901 Wastewater Debt Service - Int	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6902 Bond Issue Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.0
6990 Operating Transfer Out	0.00	341,000.00	0.00	0.00	0.00	341,000.00	0.0
WATER/WASTEWATER	0.00	341,000.00	424,750.12	9,416.29	0.00	-83,750.12	124.6
Expenditures	0.00	341,000.00	424,750.12	9,416.29	0.00	-83,750.12	124.6
Net Effect for WW Collection & Treatment Plan	0.00	-341,000.00	-149,169.44	3,642.12	0.00	-191,830.56	43.7
Change in Fund Balance:			-149,169.44				
Grand Total Net Effect:	26,046.00	-308,505.80	-599,961.45	-156,088.58	0.00	291,455.65	



CITY OF WIMBERLEY

Application for Appointment to City Board/Commission/Committee

Name of Board/Commission/Committee: Planning & Zoning

Nominated By: Charlie Savino & Jim Chiles

Name: Jerry Lunow

Phone: [REDACTED]

E-mail: [REDACTED]

Physical Address: [REDACTED]

Mailing Address

(If different than physical address): _____

Employer: Self

Position/Occupation: Architect & Landscape Arch

Business Number: Same

Fax: NA

I reside: ☒ Inside Wimberley's City Limits

☐ Wimberley's ETJ

☐ Outside ETJ

I am a registered voter in: ☒ City of Wimberley

☐ Hays County

☐ Not Registered

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

If "Yes" please explain: _____

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

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

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

Architect

+

Landscape Architect

Signature: Jerry Lunow

Date: 01/07/2021

**PROFESSIONAL SERVICES AGREEMENT
FOR
PROFESSIONAL PLANNING SERVICES**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This Agreement is entered into by and between the City of Wimberley, a Texas Municipal Corporation (“City”), acting by and through its Mayor, and J. Thompson Professional Consulting (“Consultant”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

“City” is defined in the preamble of this Agreement and includes its successors and assigns.

“Consultant” is defined in the preamble of this Agreement and includes its successors.

“Mayor” shall mean the Mayor and/or his/her designee.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on July 17, 2020 and terminate on January 17, 2021.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City’s budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

III. SCOPE OF SERVICES

Consultant agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV, Compensation. Scope of Services are detailed in Exhibit A, which are incorporated by reference as if written and copied herein.

All work performed by Consultant hereunder shall be performed to the satisfaction of the City Administrator, which for the purposes of this Agreement shall be as defined in Chapter 9, Section 9.02-008 of the Wimberley City Code to mean, “The chief administrative officer of the city or his or her designated representative. Unless otherwise provided, this term refers to the mayor.” The determination made by the City Administrator shall be final, binding and conclusive on all Parties hereto, upon approval of the City Council. City shall be under no obligation to pay

for any work performed by Consultant, which is not satisfactory to the City Administrator, upon agreement of the City Council. City shall have the right to terminate this Agreement, in accordance with Article VII.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined by the City Administrator as set forth in Section III above, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount as detailed in Exhibit B.

4.2 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in section 4.1 above. Payments to Consultant cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the City.

4.3 Final acceptance of services require written approval by City. The approval official shall be the City Administrator. Payment will be made to Consultant following written approval of the services by the City Administrator on a monthly basis. City shall not be obligated or liable under this Agreement to any party, other than Consultant, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by Consultant pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant.

5.2 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction. Any use of such writings, documents and information on extensions of this project or on any other project without specific adaptation by Consultant shall be at the City's sole risk and without liability to the Consultant.

VI. RECORDS RETENTION

6.1 Consultant and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided

hereunder, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return said documents to City prior to or at the conclusion of said retention. In the alternative, Consultant, at his option, may turn all documents produced as a result of services provided hereunder over to City at the termination of this Agreement.

6.3 Consultant shall notify City, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that City will process and handle all such requests.

VII. TERMINATION

7.1 This Agreement may be terminated with or without cause, by either Party upon 15 calendar days' written notice, which notice shall be provided in accordance with Article VIII, Notice.

7.2 Regardless of how this Agreement is terminated, Consultant shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

7.3 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Consultant of any and all right or claims to collect monies that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.4 *Termination not sole remedy.* In no event shall City's action of terminating this Agreement be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL

Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either Party may from time to time designate in writing.

If intended for City, to: City of Wimberley
Attn: Mayor Gina Fulkerson
221 Stillwater
Wimberley, Texas 78676

If intended for Consultant, to: J Thompson Professional Consulting
P.O. Box 172
Dripping Springs, TX 78620

IX. INDEMNIFICATION

9.1 To the fullest extent permitted by law, the CONSULTANT shall INDEMNIFY and HOLD HARMLESS the CITY, its elected officials, employees, officers, directors and partners from and against damages arising from third party claims for bodily injury, property damage, or lost profits, including payment of reasonable attorneys' fees incurred by the CITY, but only to the extent solely caused by the intentional or negligent act, error or omission of the CONSULTANT, or the CONSULTANT's consultants or agents, in performance of services under this Agreement.

9.2 Force Majeure - City agrees that the Consultant is not responsible for damages arising from any circumstances such as strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; or failure of any third party governmental agency to act in timely manner not caused or contributed to by Consultant.

X. ASSIGNMENT AND SUBCONTRACTING

10.1 Consultant shall not assign or subcontract any services under this Agreement without written approval of City.

10.2 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

XI. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that he is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and Consultant. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

XII. CONFLICT OF INTEREST

12.1 Consultant warrants and certifies, that he has no conflicts of interest in relation to this Agreement and that this Agreement is made in reliance thereon by City, and that neither he, nor any officers, employees and agents are officers nor employees of the City, with the exception of those listed in Exhibit C, hereto. Consultant agrees that he will in no way be in the chain of responsibilities in relation to any such conflicts, nor utilize this Agreement as a position of influence in relation to any of same.

12.2 Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295 and does not have an obligation or undertake responsibility for advising Consultant with respect to the proper completion of the TEC Form 1295.

XIII. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Consultant, and, if applicable, subject to formal approval by the City Council.

XIV. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Code, or ordinances of the City of Wimberley, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or

unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XV. LICENSES/CERTIFICATIONS

Consultant warrants and certifies that Consultant and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XVI. COMPLIANCE

Consultant shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XVII. NONWAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XVIII. LAW APPLICABLE

18.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HAYS COUNTY, TEXAS.

18.2 Venue for any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction in Hays County, Texas.

XIX. LEGAL AUTHORITY

The signer of this Agreement for Consultant represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all of the terms, conditions, provisions and obligations herein contained.

XX. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXI. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXII. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be incorporated herein for all purposes:

Exhibit "A" - Scope of Services

Exhibit "B" - Fee Summary

XXIII. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the Parties, in accordance with Article XIII. Amendments.

XXIV. MISCELLANEOUS CITY CODE PROVISIONS

24.1 Representations and Warranties by Consultant. If Consultant is a corporation, partnership or a limited liability company, Consultant warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas.

24.2 Franchise Tax Certification. A corporate or limited liability company Consultant certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

24.3 Eligibility Certification. Consultant certifies that the individual or business entity named in the Agreement is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

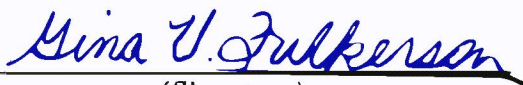
24.4 Texas Family Code Child Support Certification. Consultant certifies that they are not delinquent in child support obligations and therefore is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

24.5 Texas Government Code Mandatory Provision. The City of Wimberley may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by accepting this rider, the Consultant hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the Consultant hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

EXECUTED and AGREED to as of the dates indicated below.

CITY OF WIMBERLEY

CONSULTANT


(Signature)

Printed Name: Gina Fulkerson

Title: Mayor

Date: 7/20/2020


(Signature)

Printed Name: Jon Thompson, Prt. Consult.

Title: Principal Consultant

Date: 07/16/20

APPROVED AS TO FORM:



City Attorney
DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.

Exhibit A

Scope of Services

Provide general planning duties as assigned, including assistance with applications under and ensuring conformity with Chapter 9 of the Wimberley City Code.

Duties will specifically include:

- Subdivision/Plat Review
- Site Development Review
- Zoning Review
- GIS
- Meet with citizens to discuss their projects and to help them understand the applicability of the City's regulations to their specific project.
- Meet with City Council, P&Z, or other board members to discuss the impact of a project to the City and how the project complies (or not) with the applicable City ordinances.
- Respond to emails, phone calls, and written correspondence in regard to projects as may be received from the public.
- Act as staff liaison to Planning & Zoning Commission, including creation of agendas, ensuring appropriate notices and postings under state statute and City Code, represent City staff at meetings, record minutes of meetings.
- Act as staff liaison to Board of Adjustment, including creation of agendas, ensuring appropriate notices and postings under state statute and City Code, represent City staff at meetings, record minutes of meetings.
- Provide written reports to City Council and attend upon request.
- Attend meetings with other agencies (County, other cities, regional or state agencies) as required or requested.

Hours: It is anticipated that hours would average up to 8 hours weekly, but will vary according to City needs; and it is agreed that hours worked per month shall not exceed 35 hours per month without prior written approval of the City Administrator. Generally, hours will be scheduled on a monthly basis at the beginning of each month, under the direction of the City Administrator as defined in the Agreement. Generally, hours would be scheduled on weekdays between the hours of 8:00 a.m. and 5:00 p.m. There is some variation anticipated, to accommodate Planning & Zoning Commission meetings on the 3rd Thursday of each month, and any meeting of the Board of Adjustment, which are scheduled as needed. Both of these meeting times would be included within the 8 hours and when possible included in the schedule at the beginning of the month.

Additionally, Consultant understands that responsiveness to the public and elected officials is a critical part of the duties hereunder and agrees that emails and phone calls will be

responded to in a timely manner, generally during regular hours, according to the particular nature and sensitivity of the issue. Consultant will keep track of all time in relation to same and work with the City Administrator to keep this within the eight (8) weekly hours.

If Consultant is asked to attend meetings away from the City with other agencies (County, other cities, regional or state agencies) those would be considered outside of regular working hours.

Consultant shall be paid only for **hours actually worked** and there is specifically **no reliance by Consultant** under this Agreement for any predetermined number of hours either weekly or monthly.

Exhibit B
Compensation

Hours \$75 per hour*

*Consultant shall not exceed 35 hours per month without prior written consent of the City Administrator

Mileage: There shall be no mileage reimbursement for travel within a ten (10) mile radius of the City limits of the City of Wimberley

Reimbursement for travel ten (10) miles or more outside the City limits of the City of Wimberley shall be at a rate of 57.5 cents per mile calculated from Wimberley City Hall

Reimbursements:

Consultant will be responsible for the day to day operational needs of a professional business setting, i.e. computer, printer, paper, pens, general office supplies.

If Consultant has the need for additional items that are outside of the day to day general operational needs of a professional business setting, Consultant may be reimbursed for out-of-pocket expenses directly related to the performance of consulting responsibilities and tasks under this Agreement, with the prior approval of the City Administrator.

Timing of Compensation:

Consultant will account for all hours worked and reimbursements incurred by Tuesday of the week following the performance or expenditure and provide in writing to the City Administrator.

Payment to Consultant shall be paid monthly within fifteen (15) day of approval by the City Administrator.

Exhibit C Conflicts

Consultant has disclosed existing projects within the City or the City's ETJ that cause or could cause a conflict of interest with the duties under this Agreement.

Consultant agrees not to be in any manner in the chain of responsibilities or decision-making in relation to any of these projects. Consultant further agrees not to utilize this Agreement as a position of influence in relation to any of same.

Consultant further agrees to take on no projects other than those listed herein within the City limits, the City's ETJ or any project that would otherwise cause a potential conflict of interest due to this Agreement.

Disclosed Projects:

- An amending plat for David Dorrance
- The Wimberley Library replat
- Andrew Knoy amending plat or replat
- Lea Acres, Lot 35 replat (in ETJ - County is handling review)
- R12999, Hays CAD
156 acres all or part
site plan/subdivision plat



Central Wimberley Wastewater Project - Status Update

January 14, 2021

Prepared By: Craig Fore

Construction

Lift Station (RR12 @ FM 3237)

Electrical installation at the lift station is complete except for testing of the pumps. We are waiting for direction from Plummer and Associates for testing of the lift station pumps.

Force Main Lines

The force Main from the lift station that will cross the Cypress Creek bridge will be installed by Capital Excavation as soon as they are available for mobilization. We expect that to occur sometime in January. We are still waiting on approval of Change Order #6 from TWDB before Capital Excavation can begin. Change order #6 cannot be approved until some quantity discrepancies can be corrected on Change orders 4 and 5.

Texas Water Development Board (TWDB)

Coordination

TWDB now has all the documents necessary for the contract to be let for the project north of Cypress Creek. We are waiting for their permission to give notice to proceed.

TxDOT

Communication

Property/Business Owners

Any property or business owners who would like to meet with the City, please reach out to the City of Wimberley for an update on the status of the project.

As we did previously, the City and Capital Excavation will work with each property owner to determine the best location for their connection to the system. Historically, this involved going door to door to contact the resident or property owner. We will also utilize written notices to contact those we are unable to meet face to face. This will involve a notice at the property (typically on the front door) which will provide a time frame for construction and contact information for the contractors and City. If you think we may miss anyone, please have them contact the city. We will make sure they are included in the project's coordination.

Schedule

An updated schedule chart has been put together by Gilpin Engineering. Included in the chart is the construction schedule provided by Capital Excavation and the design/review schedule from Plummer Associates.

Construction		
<u>Component</u>	<u>Start</u>	<u>Completion</u>
Collection Lines (CO#4)	February 2020	Completed Aug2020
- Gravity Lines (RR12)	May 2020	Completed July 2020
- Gravity Lines (FM 3237)	June 2020	Completed August 2020
- Force Main (Deer Creek/Blue Hole)	Aug 2020	Completed Sept 2020
- Lift Station	July 2020	January 2021
Collection Lines (Aqua Connection)		
- Design Force Main	February 21, 2020	June 2020
- Connection to Cypress Creek Bridge	October 2020	January 2021
- Force Main (RR12-Directional Drill)	January 2021	Anticipated March 2021
- Tie in to HEB Lift Station	Nov 2020	March 2021
Contract		
Negotiate Aqua Contract	August 2018	Signed April 2020
Other		
Update Sewer Utility Rates	August 2020	February 2021
Utility Billing	March 2021	June 2021



