



**CITY OF
WIMBERLEY**

REGULAR CITY COUNCIL MEETING PACKET

**Thursday, February 4, 2021
6:00 p.m.**



City of Wimberley

221 Stillwater Drive, Wimberley, Texas 78676

REGULAR CITY COUNCIL MEETING **THURSDAY, FEBRUARY 4, 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, February 4, 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 854 2850 7878 and using the password 520654.

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.

-
1. **CALL TO ORDER** February 4, 2021 at 6:00 p.m.
 2. **CALL OF ROLL** City Secretary, Laura Calcote
 3. **INVOCATION** Unity Church of Wimberley Spiritual Leader, Kit Holmes
 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. PROCLAMATIONS

6.1. Proclamation of the City of Wimberley, Texas proclaiming February 2021 as Black History Month. *(Place Three Council Member, Christine Byrne)*

6.2. Proclamation of the City of Wimberley, Texas declaring the week of February 1, 2021 to February 7, 2021 as National Gun Violence Survivors Week. *(Place Three Council Member, Christine Byrne)*

6.3. Proclamation of the City of Wimberley, Texas proclaiming February 22, 2021 as President George Washington Day. *(Texas Society of the Sons of the American Revolution – William Hightower Chapter)*

7. CONSENT AGENDA

Approval of minutes from the Regular City Council Meeting held January 21, 2021.

8. PUBLIC HEARING AND POSSIBLE ACTION

Hold a public hearing and consider possible action regarding case CUP-21-001, an application for a Conditional Use Permit to allow for the sale of beer and wine for on-premise consumption and the sale of beer and wine for off-premise consumption on a property zoned Commercial – Low Impact (C-1) located at 13510 RR 12, Wimberley, Hays County, Texas. *(Planning and Development Coordinator, Nathan Glaiser)*

9. DISCUSSION AND POSSIBLE ACTION

9.1. Discuss and consider possible action regarding Resolution No. 03-2021, on the matter of Wimberley City Council support for legislative approval of changes in the enabling legislation of the Hays Trinity Groundwater Conservation District. *(Place Three Council Member, Christine Byrne)*

9.2. Discuss and consider possible action regarding proposed speed limit changes within the City limits. *(Mayor, Gina Fulkerson)*

9.3. Discuss and consider possible action regarding a bid in the amount of \$6,800 from Element 5 Architecture for construction drawings for an expanded Parks Department office at Blue Hole Regional Park. *(Parks Director, Richard Shaver)*

9.4. Discuss and consider possible action on accepting an in-kind donation from Keep Wimberley Beautiful pursuant to Texas Local Government Code Section 332.006 to use in support of public recreation facilities and programs as described and constructed in accordance with their Agreement with Cypress Creek Outdoor Services, LLC, dated January 31, 2021, with final donation acceptance to become effective upon completion of work to the satisfaction of Keep Wimberley Beautiful and City, this action specifically includes authorization for construction on City owned property. *(Parks Director, Richard Shaver)*

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

9.6. Discuss and consider possible action regarding the first reading of Ordinance No. 2021-03, repealing and replacing portions of Chapter 12 (Utilities), Article 12.02 Water and Sewers, Division 2. "Rates and Charges", Sec. 12.02.034 "Rates and Charges Established" of the City of Wimberley Code of Ordinances; establishing a rate schedule; providing for: findings of fact; relation to other ordinances; conflicts; effective date; severability; proper notice and meeting. (*Interim City Administrator, Paul Parker*)

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 Monday, February 1, 2021, by 6:00 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.



City of Wimberley



Proclamation

THE STATE OF TEXAS §
COUNTY OF HAYS §
CITY OF WIMBERLEY §

WHEREAS, In 1915, it started as an idea for ways to celebrate African American achievements. In 1924, it was fostered by Harvard-trained historian Dr. Carter G. Woodson, who along with other prominent African American citizens, thought it could then become “Negro History Week.” February was chosen by Dr. Woodson to continue what was already familiar to many: since 1865, Black communities had commemorated the birthday of fallen President Abraham Lincoln, as well as (since 1890s) the birthday of Frederick Douglass, former slave and prominent abolitionist activist. Woodson’s true intent was not just to create a new tradition, but to extend the study of Black History into the American experience. Finally, in 1976, this celebration was expanded to include the entire month of February, and today Black History Month garners support throughout the country, as people of all ethnic and social backgrounds discuss and incorporate the African American experience into our national narrative; and

WHEREAS, The City of Wimberley joins in the unified endeavor of its community members around Hays County in paying homage not only to the Reverend Dr. Martin Luther King, Jr., but also in tribute to those that have helped carry on with resolute effort to advance human civilization, and which serves as a continual reminder of the achievements and sacrifices of African American men and women in the building of our nation, our democracy, and culture; and

THEREFORE, Be it proclaimed by the City of Wimberley, that the month of February 2021 should be celebrated as

“Black History Month”

in appreciation and acknowledgement of the many achievements of Hays County’s African-American communities and in solidarity, with those across this state and nation, who are part of our American story.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Wimberley, Texas, this 4th day of February 2021.



CITY OF WIMBERLEY

Gina V. Fulkerson, Mayor

City of Wimberley



Proclamation

THE STATE OF TEXAS §
COUNTY OF HAYS §
CITY OF WIMBERLEY §

This proclamation declares the week of February 1, 2021, to February 7, 2021, to be National Gun Violence Survivor Week in the City of Wimberley to honor and remember all victims and survivors of gun violence and uplift the resilient voices of survivors across the nation.

WHEREAS, every year, nearly 39,000 Americans are killed in acts of gun violence and nearly 85,000 more are shot and wounded;

WHEREAS, by early February, more Americans are killed with guns than are killed in our peer countries in an entire calendar year;

WHEREAS, a gun violence survivor is anyone who has personally experienced gun violence — whether you have witnessed an act of gun violence, been threatened or wounded with a gun, or had someone you know and cared for wounded or killed;

WHEREAS, forms of gun violence can include, but are not limited to: gun suicides, gun homicides, domestic violence involving a gun, shootings by law enforcement, and unintentional shootings;

WHEREAS, 58 percent of American adults, including 68 percent of Black and Latino Americans, or someone they care for has experienced gun violence in their lifetime, demonstrating the reach and impact gun violence has in communities across America;

WHEREAS, firearms are the leading cause of death for children and teens;

WHEREAS, Americans in cities across the nation are working to end the senseless violence by advocating for common-sense gun safety legislation;

WHEREAS, by commemorating National Gun Violence Survivors Week on February 1 to February 7, cities across America will raise awareness about gun violence and honor the lives stolen by gun violence; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands and encourage responsible gun ownership to help keep our communities safe.

NOW, THEREFORE BE IT RESOLVED, that the City of Wimberley declares February 1 to February 7, 2021 to be National Gun Violence Survivors Week. We

encourage all citizens to support their communities’ efforts to prevent the tragic effects of gun violence and to honor and value human lives.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Wimberley, Texas, this 4th day of February 2021.



CITY OF WIMBERLEY

Gina V. Fulkerson, Mayor

City of Wimberley



Proclamation

THE STATE OF TEXAS §
COUNTY OF HAYS §
CITY OF WIMBERLEY §

WHEREAS, the United States of America was established following the War of Revolution from 1776 to 1783, a war won through the brilliant and courageous leadership of George Washington, revered Father of our Nation; and

WHEREAS, George Washington, who lived from 1732 to 1799, mobilized the Continental Army and led the American colonies against the most powerful country in the world, finally defeating the British at the famous battle of Yorktown, Virginia; and

WHEREAS, this revered founder of our nation resisted the efforts of many supporters to make him a king or dictator, instead using his influence and power to support the creation and adoption of the Constitution of the United States; and

WHEREAS, George Washington was elected as the first President of the United States, serving two terms of office from 1789 to 1797, and through his devotion, wisdom, and vision, became the exemplar of distinguished leadership for all future presidents; and

WHEREAS, the William Hightower Chapter of the Sons of the American Revolution (and the local DAR chapter if a co-sponsor) wishes (or wish) to encourage all citizens to recognize the epochal contributions of George Washington to our nation by celebrating his birth on Monday, February 22, 2021.

NOW THEREFORE I, Gina Fulkerson, by virtue of the authority vested in me as Mayor of Wimberley, do hereby proclaim February 22, 2021, as

PRESIDENT GEORGE WASHINGTON DAY

And call upon all citizens to recognize and honor the brilliance, courage, and vision of the Father of our Nation and the relevance of his life to the preservation of our democracy in today’s complex world.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Wimberley, Texas, this 4th day of February 2021.



CITY OF WIMBERLEY

Gina V. Fulkerson, Mayor



AGENDA ITEM:	Consent Agenda
SUBMITTED BY:	Laura Calcote, City Secretary
DATE SUBMITTED:	January 29, 2021
MEETING DATE:	February 4, 2021

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Approval of minutes from the Regular City Council Meeting held January 21, 2021.

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 minutes

ATTACHMENT/S

January 21st Regular City Council Meeting Minutes



City of Wimberley

221 Stillwater Drive, Wimberley, Texas 78676

REGULAR CITY COUNCIL MEETING **THURSDAY, JANUARY 21, 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 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.

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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 21, 2021 at 6:01 p.m.

CALL OF ROLL

Council Members Present:

Gina Fulkerson
Rebecca Minnick
Teresa Shell
Christine Byrne
Jim Chiles
Bo Bowman

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

City Staff Present:

Paul Parker

Interim City Administrator (*via teleconference*)

Laura Calcote

City Secretary (*via teleconference*)

Sarah Griffin	City Attorney (<i>via teleconference</i>)
Nathan Glaiser	Planning & Development Coordinator (<i>via teleconference</i>)
John Provost	Public Works Superintendent (<i>via teleconference</i>)
Terri Provost	Wimberley Community Center Director (<i>via teleconference</i>)

INVOCATION

Chapel in the Hills Reverend, Jim Denham, 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

There were no citizen's comments.

CONSENT AGENDA

Motion to approve the Consent Agenda, as presented, was made by Council Member Rebecca Minnick. Motion was seconded by Council Member Jim Chiles. Motion carried unanimously (5-0).

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.

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*)

Motion 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, was made by Council Member Jim Chiles. Motion was seconded by Council Member Bo Bowman. Motion carried unanimously (5-0).

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

Project Manager, Craig Fore, stated there had not been much change in the Project's status. The electrical installation of the lift station was complete, except for testing of the pumps. Additionally, 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.

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*)

There was lengthy discussion among Council and City staff relating to the residential and commercial rate structures located within the Ordinance, including the rates being calculated on a yearly average or a monthly average. Additionally, there was discussion pertaining to violations, enforcement and penalties, as well as potentially requiring a deposit to tie onto the wastewater system. Council considered voting on the presented residential and commercial rates, and not the entire Ordinance, due to further clarification in certain sections. Council also directed the City Administrator and City Attorney to coordinate with Wimberley Water Supply Corporation concerning the Ordinance and specific details.

Motion to approve the rates and charges, as shown in Section 12.02.0334 (Rates and changes established), Subsections a-d, as presented, was made by Council Member Rebecca Minnick. Motion was seconded by Council Member Jim Chiles. Motion carried unanimously (5-0).

EXECUTIVE SESSION

City Council adjourned into Executive Session at 7:05 p.m., in accordance with Texas Government Code, Chapter 551, Subchapter D, for the following purpose:

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

OPEN SESSION

Regular Session reconvened at 8:30 p.m.
No action was taken.

CITY COUNCIL REPORTS

10.1. Announcements – None.

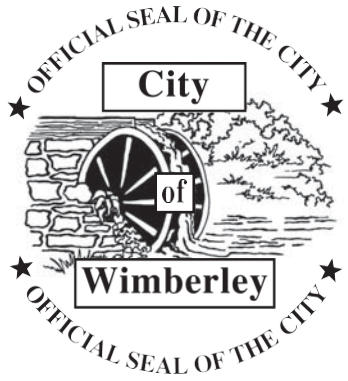
10.2. Future agenda items – None.

ADJOURNMENT

Motion to adjourn the meeting at 8:31 p.m. was made by Council Member Christine Byrne. Motion was seconded by Council Member Bo Bowman. Motion carried unanimously (5-0).

RECORDED BY:

Laura J. Calcote, City Secretary



APPROVED BY:

Gina V. Fulkerson, Mayor

DRAFT



AGENDA ITEM:	CUP-21-001 – Sale of beer and wine for on-premise consumption and sale of beer and wine for off-premise consumption
SUBMITTED BY:	Nathan Glaiser, Planning and Development Coordinator
DATE SUBMITTED:	January 29, 2021
MEETING DATE:	February 4, 2021 (Spec P&Z) / February 4, 2020 (City Council)

REPORT

ITEM

Hold a public hearing and take possible action regarding case CUP-21-001, an application for a Conditional Use Permit to allow for the sale of beer and wine for on-premise consumption and the sale of beer and wine for off-premise consumption on a property zoned Commercial – Low Impact (C-1) located at 13510 RR 12, Wimberley, Hays County, Texas.

PROPERTY INFORMATION

Property Description

Applicant(s):	Max & Kathryn Saballet, Beer Ranch Project, LLC
Property Address:	13510 RR 12
Property Owner:	Beer Ranch Project, LLC
Legal Description:	A0461 Amasa Turner Survey, 0.48 acres
Property Size:	0.48 Acres
Existing Use of Property:	Commercial
Existing Zoning:	Commercial – Low Impact (C-1)
Proposed Use of Property:	Tasting room/Package Store
Request:	CUP for the sale of beer and wine for on-premise consumption and the sale of beer and wine for off-premise consumption
Planning Area:	IV
Overlay District:	N/A

Surrounding Property:

Frontage: Ranch Road 12

Surrounding Zoning & Land Use

North of Property

Current Zoning:
MF2

Existing Land Use:
Residential

South of Property	PR1/NS	Commercial
East of Property	C1	Commercial
West of Property	C2	Commercial

COMMENTS

At the time of posting, staff has received one letter of support and some concerns about noise but no formal written opposition.

LEGAL NOTICE

Surrounding Neighbor Notification Letters (200'): January 21, 2021
Published Legal Notice (Wimberley View): January 14, 2021

STAFF RECOMMENDATION

Staff recommends Planning and Zoning and City Council approve this CUP. Also, due to the applicants having paid for a previous and now unnecessary CUP in December, staff recommends that City Council waive the \$650 application fee.

ATTACHMENT/S

- Application
- Legal Notice
- Notification Map
- Notification Letter
- Sign Posting
- Letter of Support



City of Wimberley

221 Stillwater, Wimberley, TX 78676

P/ (512) 847-0025 F/ (512) 847-0422

www.cityofwimberley.com

CONDITIONAL USE PERMIT APPLICATION

No. CUP 21 - 001

FOR OFFICIAL USE ONLY

Application Date: _____ Tentative P&Z Hearing: _____ Tentative Council Hearing: _____

FEES: \$650.00 DATE PAID: _____ CHECK NO. _____ REC'D BY _____

PROJECT SITE ADDRESS: 13510 Ranch Road 12 Wimberley, TX 78676

OWNER/APPLICANT Beer Ranch Project, Max & Kathryn Saballett PHONE () [REDACTED]

MAILING ADDRESS: 101 Deer Lake Estates

CITY: Wimberley STATE: TX ZIP: 78676

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

SPECIFIC CONDITIONAL USE REQUESTED: (e.g. Bed & Breakfast Lodging, Vacation Rental)

Beer and Wine retail for a brewery tasting room - for off site sale and consumption And onsite sale and consumption

Planning Area _____ Zoning C-1 changing to C-2 Total Acreage or Sq. Ft. .48 acre

Subdivision: _____ Lot _____ Block _____

Appraisal District Tax ID #: **R** 18481

Deed Records Hays County: Volume _____ Page _____

Is property located in an overlay district? () Yes (**x**) No If Yes, type: _____

Is property located in flood plain? () Yes (**x**) No

UTILITY PROVIDERS:

Electric Provider: PEC

Water Provider or Private Well: Wimberley Water

Wastewater Service Provider or Hays County Septic Permit No: Septic

MY REQUEST IS BASED ON THE FOLLOWING:

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

X (All Provided in prior CUP)

ADDITIONAL REQUIREMENTS/DOCUMENTATION

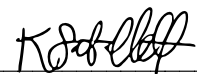
- ☐ Metes and bounds description and a survey (i.e., drawing) exhibit showing the property for which the CUP is being requested.
- ☐ Site Plan drawn to scale and showing the general arrangement of the project, together with essential requirements such as off-street parking facilities; size height, construction materials, and locations of buildings and the uses to be permitted; location and construction of signs; means of ingress and egress to public streets; the type of visual screening such as walls, plantings and fences; and the relationship of the intended use to all existing properties and land uses in all directions to a minimum distance of two hundred feet (200').
- ☐ List of Special Conditions that Applicant agrees apply to property.
- ☐ List of all property owners, with mailing addresses located within two hundred feet (200') of any point of the subject property.
- ☐ Payment of Application fee \$650.00 (non-refundable)
- ☐ Applicant agrees to attend public hearings before the P&Z Commission as well as the City Council concerning this application; or waives his/her right to appear, understanding that if questions are raised that cannot be answered, the matter may be continued, or denied.
- ☐ Applicant has checked the subdivision plat notes, deed restrictions, restrictive covenants and/or zoning actions to ensure that there are no restrictions on the subject property and applicant understands that the City zoning action does not relieve any obligation of these restrictions.
- ☐ Applicant agrees to provide additional documentation as needed by the City.
- ☐ Applicant understands that City review of this Application is dependent upon the accuracy of the information provided and that any inaccurate or inadequate information provided may delay the review of the Application. Applicant, by his/her signature below, certifies that to the best of his/her knowledge said information is complete and correct.
- ☐ Applicant hereby authorizes the City representatives to visit and inspect the subject property.

1-7-2021

DATE



APPLICANT SIGNATURE



WHEN APPLICABLE:

Date _____

AGENT SIGNATURE

Pre-Invoice 61179-0111

San Marcos Daily Record

P.O. Box 1109
San Marcos, TX 78667
512-392-2458

Accounts Payable
City of Wimberley
221 Stillwater
Wimberley, TX 78676

Customer: RA0684
Phone: 847-0025
Ad No.: 61179
PO Number:
Sales Rep: Barker, Taffy
Bill Date: 01/11/21
Due Date: 01/13/21

Public Notices	Date	Publication	Cost
NOTICE OF PUBLIC HEARING (Conditional Use Permit)	Jan 14, 2021	Wimberley Legal Classifieds	\$85.56
Days: 1		Total Charges:	\$85.56
		Applied Prepayments/Credits:	\$0.00
		Total Due by 1/13/21:	\$85.56

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 4th, 2021 at 4:00 p.m.** to consider the following: **CUP-21-001** – an application for a Conditional Use Permit to allow for the sale of beer and wine for on-premise consumption and the sale of beer and wine for off-premise consumption at 13510 Ranch Road 12. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a public hearing on **Thursday, February 4th, 2021, at 6:00 p.m.** at City Hall. Comments on this request from any member of the public may be presented in person at City Hall, by mail (221 Stillwater, Wimberley, TX), or by email (planner@cityofwimberley.com) prior to the hearing. The public will be granted an opportunity to speak at the hearings. If City Hall is closed to visitors on the day of the meeting, or the meeting is virtual for another reason, the City will post the virtual meeting information on its website at www.cityofwimberley.com so that the public may have access to the meeting. Additional information concerning the proposed action is available for review at the Wimberley City Hall, 221 Stillwater, Wimberley, Texas.

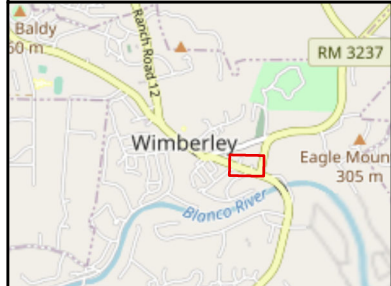
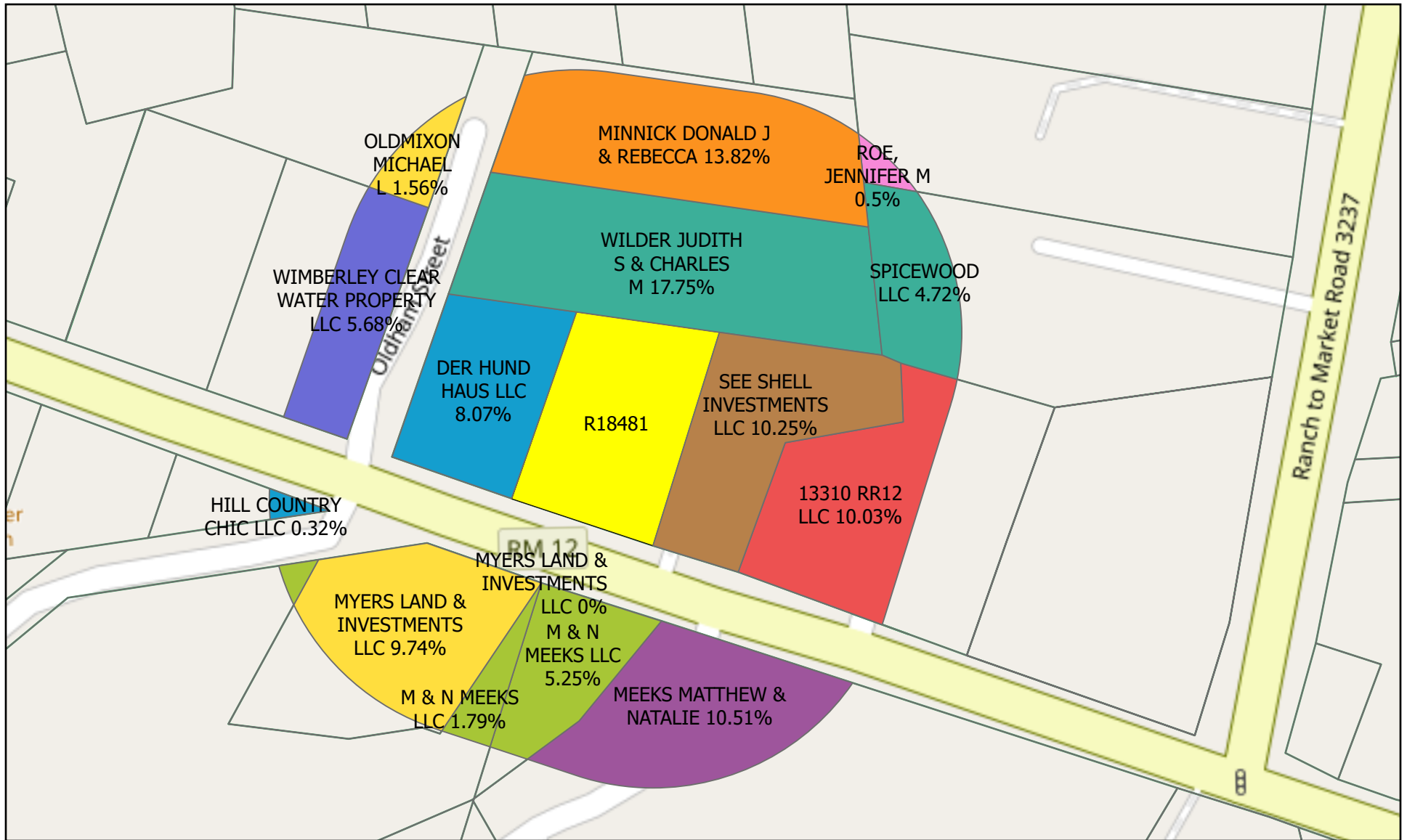
San Marcos Daily Record

**Detach and return this
stub with your payment to:**

Ad #: 61179
Customer #: RA0684
Customer: City of Wimberley
Bill Date: 01/11/21
Due Date: 01/13/21
Total Due: \$85.56

Payment Method: ☐ Cash ☐ Check # _____
☐ Visa ☐ M/C ☐ Other: _____
Number: _____
Expiration: _____ CVV _____
Name On Card: _____
Signature: _____¹⁷

P.O. Box 1109
San Marcos, TX 78667

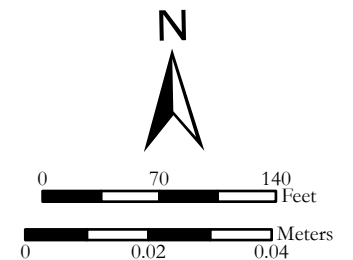


200' Notification Map

© OpenStreetMap (and) contributors, CC-BY-SA HaysCAD
ZA-21-001 13510 RR 12 Beer Ranch

2020

Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet





January 21, 2021

NOTICE OF PUBLIC HEARING

Re: **File No. CUP-21-001**
13510 RR 12

Dear Property Owner:

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

The applicants, Max & Kathryn Saballett, have requested a Conditional Use Permit (CUP) to allow for the sale of beer and wine for on-premise consumption and the sale of beer and wine for off-premise consumption at 13510 RR 12, further described as 0.48 acres of land out of the AMASA TURNER SURVEY, NO. 1, HAYS COUNTY, TEXAS. The City of Wimberley Planning and Zoning Commission will consider this request at a public hearing on **Thursday, February 4th, 2021, at 4:00 p.m.** Upon recommendation from the Commission, the City Council will hold a public hearing to consider the same request on **Thursday, February 4th, 2021, at 6:00 p.m.** Either of these Public Hearings may be held in accordance with Order of the Office of the Governor issued March 16, 2020, whereby the public hearing may be conducted in a telephonic 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).

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 participate, written comments may be submitted prior to the meeting.

Additional information regarding the proposed request is available on request. Should you have questions, please feel free to email or contact me at 512-847-0025.

Sincerely,

Nathan Glaiser
City Planning and Development
nglaiser@cityofwimberley.com



CITY OF WIMBERLEY

January 21, 2021

NOTICE BY SIGN POSTING

DATE: January 21, 2021

ZONING NO: CUP-21-001

APPLICANT: Max & Kathryn Saballet

TO: CODE ENFORCEMENT / PUBLIC WORKS

Please place a Proposed Zoning Sign on the following property:

Project Site Address: 13510 RR 12

John Provost
Public Works / Code Enforcement

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

1-21, 2021


SIGNATURE

Pics SENT

ORDINANCE NO. 2021-XX

AN ORDINANCE APPROVING AN APPLICATION FOR A CONDITIONAL USE PERMIT SUBMITTED BY MAX & KATHRYN SABALLET, BEER RANCH PROJECT, LLC TO PERMIT THE SALE OF BEER AND WINE FOR ON-PREMISE CONSUMPTION AND THE SALE OF BEER AND WINE FOR OFF-PREMISE CONSUMPTION ON PROPERTY LOCATED AT 13510 RR 12, WIMBERLEY, TEXAS, ZONED COMMERCIAL LOW IMPACT (C-1); AND PROVIDING FOR FINDINGS OF FACT; AMENDMENT OF THE ZONING DISTRICT MAP; REPEALER; SEVERABILITY; EFFECTIVE DATE; PROPER NOTICE AND MEETING; AND PROVIDING FOR CERTAIN CONDITIONS.

WHEREAS, an application for a Conditional Use Permit (“CUP”) has been filed by Max & Kathryn Saballet, Beer Ranch Project, LLC (“Applicant”) requesting authorization to operate a sit down eating establishment that includes the consumption of beer and wine on-premises and a package store that includes the sale of beer and wine for off-premise consumption on real property described as A0461 Amasa Turner Survey, 0.48 acres, 13510 RR 12, zoned Commercial Low Impact (C-1); and

WHEREAS, an eating establishment: sit down, including the sale of beer, wine, and alcohol for on-premises consumption is an authorized use in areas zoned Commercial Low Impact (C-1)) upon approval of a CUP; and

WHEREAS, a tasting room falls under the definition of Eating establishments: sit down, pursuant to Section 9.03.005, Definitions, of Article 9.03, Zoning of the Wimberley City Code; and

WHEREAS, a package store is an authorized use in areas zoned Commercial Low Impact (C-1)) upon approval of a CUP; and

WHEREAS, a package store is defined as a store that sells bottled or canned beer and wine beverages for off-premise consumption pursuant to Section 9.03.005, Definitions, of Article 9.03, Zoning of the Wimberley City Code; and

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

WHEREAS, the City Council conducted a public hearing on the CUP wherein public comment was received and considered on the application; and

WHEREAS, the City Council finds that the use of the subject property to include on premises sale and consumption of beer and wine and a package store that includes the sale of beer and wine for off-premise consumption subject to the conditions imposed by this Ordinance, is an appropriate use for the property and is a compatible use with the surrounding properties and neighborhoods.

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

City of Wimberley, Texas

ARTICLE I. FINDINGS OF FACT

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

ARTICLE II. APPROVAL - TERMS AND CONDITIONS

The CITY COUNCIL HEREBY GRANTS the Application for a Conditional Use Permit submitted by Max & Kathryn Saballet, Beer Ranch Project, LLC (“Applicant”) for use of the subject property to include on premises sale and consumption of beer and wine, on real property, described as A0461 Amasa Turner Survey, 0.48 acres, 13510 RR 12, as more particularly described by survey in Exhibit “A”, attached and incorporated by reference, zoned Commercial Low Impact (C-1), Wimberley, Hays County, Texas, and a package store that includes the sale of beer and wine for off-premise consumption, operating at the same real property, both subject to the following terms and conditions:

1. This Conditional User Permit shall be severable between the authorization of use for the on-premises sale and consumption of beer and wine and the package store that includes the sale of beer and wine for off-premise consumption, and as such, no on-premises sale for consumption shall be converted to an off-premise sale, and no open containers shall be allowed to be carried off-premises.
2. This Ordinance is conditioned on applicant’s compliance with TABC regulations and the City of Wimberley’s Code of Ordinances concerning open containers and open consumption.
3. This Conditional Use Permit does not authorize any other use of the property, except as permitted under the Zoning Code.

ARTICLE III. ZONING DISTRICT MAP

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

ARTICLE IV. REPEALER

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

ARTICLE V. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, such

City of Wimberley, Texas

unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

ARTICLE VI. EFFECTIVE DATE

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

ARTICLE VII. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED by the City of Wimberley City Council on the ____ day of _____ 2021 by a vote of _ (Ayes) and _ (Nays) and _ (Abstain).

CITY OF WIMBERLEY

By: _____
Gina Fulkerson, Mayor

ATTEST:

Laura Calcote, City Secretary

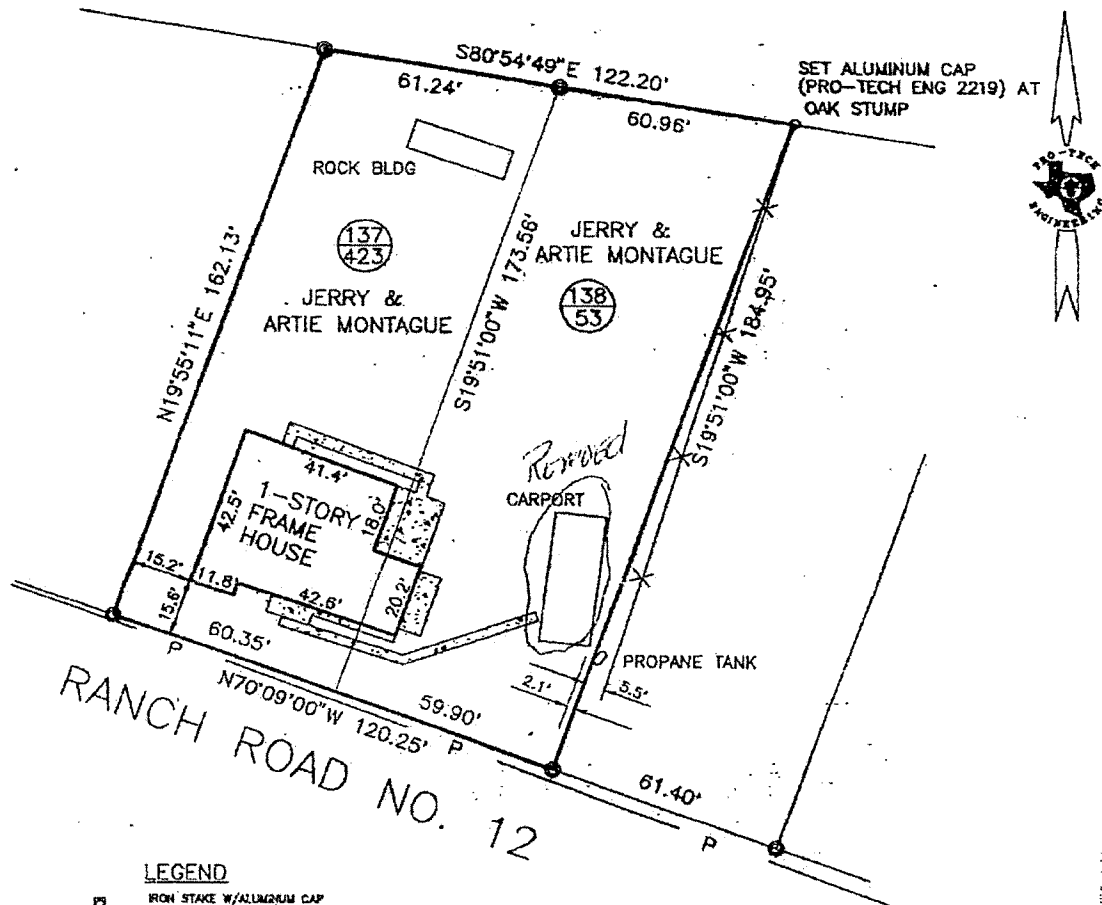


APPROVED AS TO FORM:

City Attorney



MAP OF SURVEY OF SURVEY 0.40 ACRES OF LAND OUT OF THE AMASA TURNER SURVEY NO. 1 HAYS COUNTY, TEXAS



LEGEND

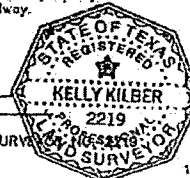
- IRON STAKE W/ALUMINUM CAP (PRO-TECH ENG 2219) SET
- IRON STAKE (FOUND)
- X— FENCE LINE
- ⊗ HAYS COUNTY DEED RECORD

FLOOD INSURANCE RATE NOTE:
The tract shown hereon lies within Zone "X" areas determined to be outside the 500 year flood plain as delineated on the Flood Insurance Rate Map (FIRM) Community Panel No. 480321 0160 B, dated June 15, 1993, for unincorporated areas of Hays County, Texas.

I, the undersigned, hereby certify to the owner of the tract of land shown hereon that this survey was this day made on the ground of the property legally described hereon and is correct. And that there are no visible discrepancies, conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown or noted hereon, and that said property has access to and from a public roadway.

SURVEYED: SEPTEMBER 10, 1997

Kelly Kilber
KELLY KILBER
REGISTERED PROFESSIONAL LAND SURVEYOR



**PRO-TECH
ENGINEERING GROUP**
INCORPORATED

100 E. San Antonio St., Suite 100
San Marcos, TX, 78666
(512) 353-3335

SCALE: 1"=30'

E.O. 14603
FB:394 PG:68
PLAN No. 6430
EDSC\DWG\14603\SURVEY.DWG





AGENDA ITEM:	Resolution 03-2021
SUBMITTED BY:	Christine Byrne, Council Member Place Three
DATE SUBMITTED:	1/28/2021
MEETING DATE:	2/4/2021

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Hays Trinity Groundwater Conservation District is requesting municipal support in the form of a resolution for legislation they will be presenting the 87th Texas Legislative Session.

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

N/A

ATTACHMENT/S

- Resolution No. 03-2021
- Legislative Bill

RESOLUTION NO. 03-2021

A RESOLUTION ON THE MATTER OF WIMBERLEY CITY COUNCIL SUPPORT FOR LEGISLATIVE APPROVAL OF CHANGES IN THE ENABLING LEGISLATION OF THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.

Before the City of Wimberley City Council Meeting, February 4, 2021

WHEREAS, water is a primary factor in the past, present and continued beauty and prosperity of the people and economy of the Wimberley Valley; and

WHEREAS, water is the most basic building block of life and health in all living things, very much including the people of the Wimberley Valley and all surrounding areas; and

WHEREAS, the residents of the Wimberley Valley rely exclusively on groundwater, which is water stored underground by the blessings of nature in the porous rock of our area; and

WHEREAS, groundwater provides resources that support the economy of the Wimberley Valley; and

WHEREAS, groundwater resources are in accelerating decline at a time when the region's population and industry is creating rapidly increasing demands on water; and

WHEREAS, only wise and considered stewardship of this essential resource can maintain adequate supply and protection of groundwater for our future well-being; and

WHEREAS, residents in the Wimberley Valley rely on the Hays Trinity Groundwater Conservation District (HTGCD) to protect their property rights by protecting and preserving their groundwater; and

WHEREAS, the HTGCD is mandated by the Texas Legislature to "Preserve, Conserve and Prevent Waste of the Aquifer"; and

WHEREAS, the HTGCD seeks to collaborate with all GMA9 Districts, and in particular its Hays County-neighbor, Barton Springs Edwards Aquifer Conservation District, in coordinating groundwater management that overlaps and impacts residents; and

WHEREAS, the HTGCD currently has limited legislative authority to follow its mandate which therefore hinders collaborative efforts with these other districts managing the Trinity Aquifer;

NOW, THEREFORE, the Wimberley City Council supports the changes in the HTGCD enabling legislation so HTGCD can better fulfill its mandate to the benefit of the people of the Wimberley Valley.

PASSED AND APPROVED this 4th day of February, 2021.

The City of Wimberley, Texas

Gina V. Fulkerson, Mayor

ATTEST:

Laura J. Calcote, City Secretary



By: _____

____.B. No. _____

A BILL TO BE ENTITLED

AN ACT

relating to the Hays Trinity Groundwater Conservation District;
authorizing a fee.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 8843.104, Special District Local Laws
Code, is amended to read as follows:

Sec. 8843.104. PERMIT REQUIRED; EXEMPT USE ~~[WELLS]~~. (a)
The district may not require a permit to operate an existing well
that is: ~~[Groundwater withdrawals from the following wells may not~~
~~be regulated, permitted, or metered by the district:]~~

(1) ~~[a well]~~ used for domestic use by a single-family
~~[single private]~~ residential household that is ~~[and]~~ incapable of
producing more than 25,000 gallons of groundwater per day; or ~~[and]~~

(2) ~~[a well]~~ used for agricultural use ~~[conventional~~
~~farming and ranching activities, including such intensive~~
~~operations as aquaculture, livestock feedlots, or poultry~~
~~operations]~~.

(b) The district may not require a meter on ~~[charge or~~
~~collect a well construction fee for]~~ a well described by Subsection

__B. No. ____

(a) (1) [~~(a) (2)~~].

(b-1) A well owner must obtain a permit and pay any required fees, including a well construction fee, before using any groundwater withdrawn from a well in the district for purposes other than those exempted by this chapter or Chapter 36, Water Code [~~section~~].

(c) A well owner of a well used for commercial agricultural irrigation use shall register the well with the district, install a meter that meets district standards for the accuracy, and annually report the total amount of groundwater production from the well on a form approved by the district. [~~for dewatering and monitoring in the production of coal or lignite is exempt from permit requirements, regulations, and fees imposed by the district.~~]

(d) The district may not enter property to inspect a [an exempt] well described by Subsection (a) (1) without the property owner's permission.

SECTION 2. Section 8843.152(b), Special District Local Laws Code, is amended to read as follows:

(b) Water utility service connection fees shall be assessed according to the following American Water Works Association schedule based on the size of the meter to be installed:

__B. No. ____

Maximum base fee equals \$1,000.		
Meter Size	Multiplier	Maximum Fee
5/8"	1.0	\$1,000
3/4"	1.5	\$1,500
1"	2.5	\$2,500
1.5"	5.0	\$5,000
2"	8.0	\$8,000
3"	16.0	\$16,000
4"	25.0	\$25,000

~~[The district may levy and collect a water utility service connection fee not to exceed \$1,000 for each new water service connection made after September 1, 2013.]~~

SECTION 3. Section 8843.153, Special District Local Laws Code, is amended to read as follows:

Sec. 8843.153. TAXES ~~[AND OTHER FEES]~~ PROHIBITED. Notwithstanding Section 8843.101 or Subchapter G, Chapter 36, Water Code, the district may not~~[÷]~~

~~[(1)]~~ impose a tax~~[÷ or~~

~~[(2)] assess or collect any fees except as authorized by Section 8843.151 or 8843.152].~~

SECTION 4. Subchapter D, Chapter 8843, Special District Local Laws Code, is amended by adding Section 8843.155 to read as follows:

Sec. 8843.155. FEES. (a) The district may assess production fees as authorized by Section 36.205, Water Code. The district may not assess production fees for water used for

__B. No. ____

agricultural use.

(b) The district may not charge for an annual period a production fee greater than 25 cents per 1,000 gallons authorized to be withdrawn under a permit issued by the district.

SECTION 5. The following sections of the Special District Local Laws Code are repealed:

- (1) Section 8843.055;
- (2) Section 8843.105; and
- (3) Section 8843.106.

SECTION 6. This Act takes effect September 1, 2021.



AGENDA ITEM:	Proposed Speed Limit Changes
SUBMITTED BY:	Gina Fulkerson, Mayor
DATE SUBMITTED:	January 29, 2021
MEETING DATE:	February 4, 2021

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

The City was notified of recommendations from TxDOT regarding speed limits on a section of RM12. Lon Shell has requested input from the City regarding the speed limit changes within City limits. See attached.

REQUESTED ACTION

Motion ☒ possible
 Discussion ☒
 Ordinance ☐
 Resolution ☐
 Other ☐

FINANCIAL

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

STAFF RECOMMENDATION

ATTACHMENT/S

Map of proposed speed limit changes

From: **Lon Shell** lon.shell@co.hays.tx.us
Subject: **TxDOT speed limit study**
Date: **Jan 5, 2021 at 3:49:22 PM**
To: **Mayor** mayor@cityofwimberley.com
Cc: **John Provost**
jprovost@cityofwimberley.com

Mayor,

We received the following recommendations from TxDOT regarding speed limits on a section of RM12. Portions of their proposed speed limit changes are in the city limits. I just wanted to give you all a chance to comment if you have not seen these recommendations.

I hope you are doing well.

Have a great day,

Lon A. Shell
Hays County Commissioner, Pct 3

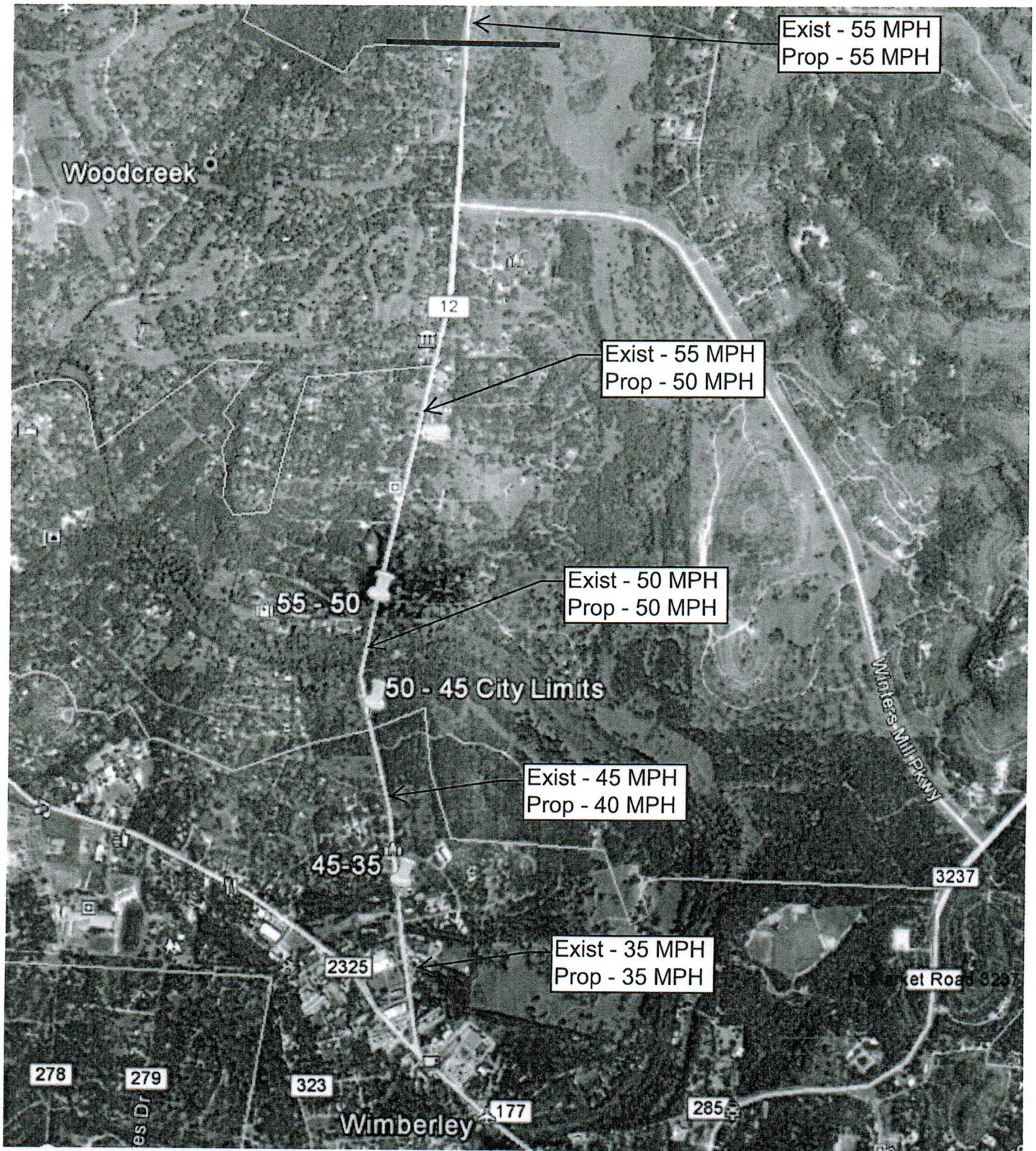
[512.847.3159](tel:512.847.3159) (office)
[512.644.0848](tel:512.644.0848) (cell)

Wimberley Office
200 Stillwater, Suite 103
Wimberley, Texas 78676

San Marcos Office
111 E. San Antonio Street, Suite 204
San Marcos, Texas 78666









AGENDA ITEM:	Office Expansion Project
SUBMITTED BY:	Richard Shaver
DATE SUBMITTED:	01/27/2021
MEETING DATE:	02/04/2021

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discuss and consider possible action to approve a bid of \$6,800 from Element 5 Architecture for construction drawings for an expanded Department office at Blue Hole Regional Park. Currently, the only conditioned indoor space for all Parks Department operations is in the 350sq foot ticket office at Blue Hole Regional Park. There are 3 full-time employees, one park intern, and park supervisors that utilize the office on a daily basis. The expansion is set to be attached to the restroom building on a ~500sq foot decomposed gravel pad. The building would include 2 offices, a communal workplace, and a conference room.

The quote of \$6,800 is designated as follows:

Phase I (\$6,800):

- Schematic Design: \$3,400
- Construction Drawings: \$3,400

Phase II (\$3,200):

- Bidding/Negotiation/Permits: \$1,600
- Construction Administration: \$1,600

The \$6,800 would be covered by the Blue Hole Development Fund and the construction cost, estimated to be \$60-\$80,000, would be taken from the Blue Hole reserves along with potential private partnerships.

REQUESTED ACTION

- Motion ☒
- Discussion ☒
- Ordinance ☐
- Resolution ☐
- Other ☐

FINANCIAL

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

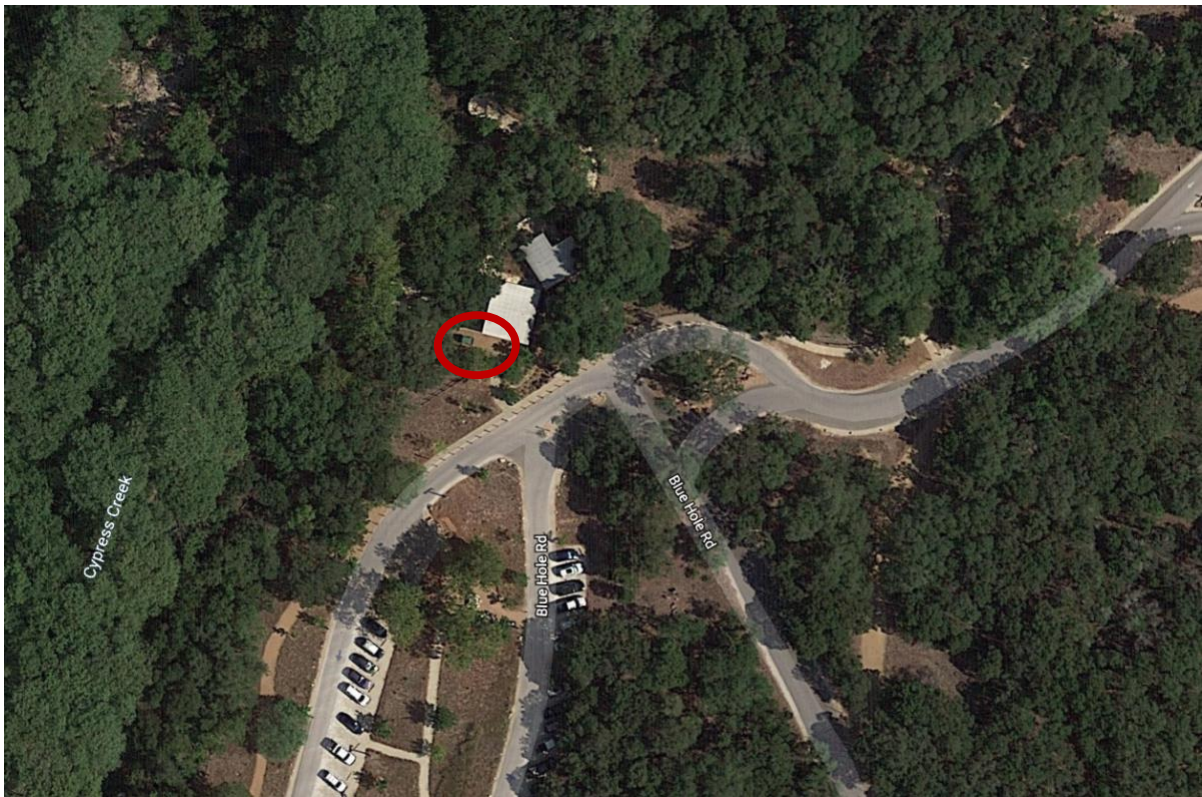
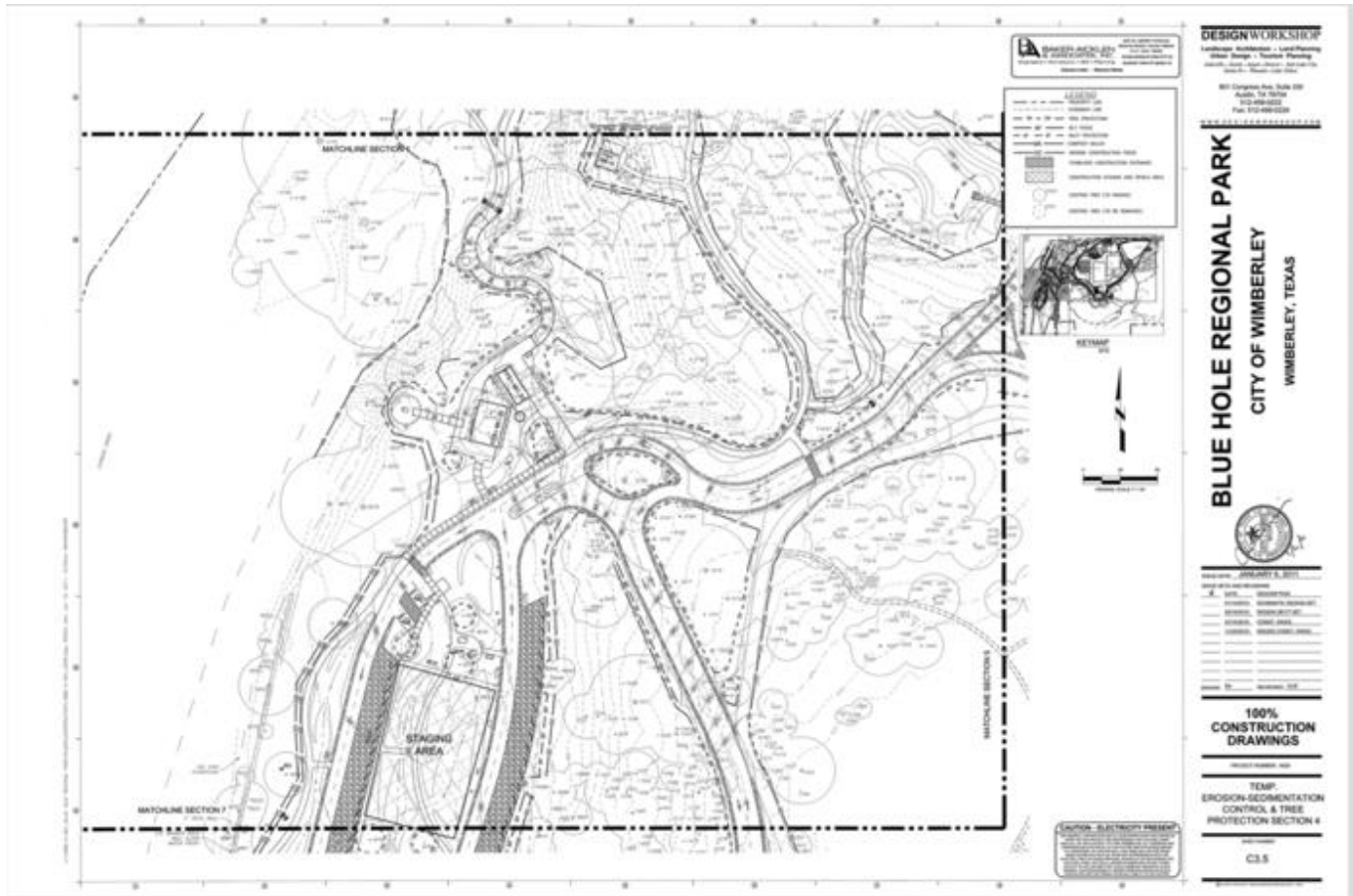
STAFF RECOMMENDATION

Staff recommends that City Council approve this item.

Supplemental Items/ Attachments:

Attached is the P.O. for the project with 3 quotes as well as photos for reference.





PURCHASE ORDER

JAN 15 2021

City of Wimberley

221 Stillwater

Wimberley, Texas 78676

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

Tax ID #74-2971396

Date: 01/14/21

Dept: BHRP

Account Code #: 200-52-6797

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

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

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

See attached document.

Vendor Info:

Total Quote Amount \$6,800

Element 5 Architecture, PLLC

HUB (check one)

☐ Yes ☐ No

Payment Terms:

Net - 30

Phone: 512-473-8228

Fax:

Sales Tax:

Tax Exempt

Contact: Nick Mehl

Approved by:

Richard Shaver

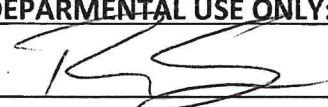
E-mail: nick@element5architecture.com

E-mail:

rshaver@cityofwimberley.com

Quotes	Quote Amount	Vendor	Contact Name	Contact #	Quote Attached?	HUB Y/N
#1	\$12,700	Matt Bachardy Design	Matt Bachardy	512-755-4214	Y	
#2	\$10,000	Office of Architecture	Neel Morton	512-847-7712	Y	
#3	\$6,800	Element 5 Architecture	Nick Mehl	512-473-8228	Y	
#4						
#5						

FOR DEPARTMENTAL USE ONLY:

Department Head Signature for Approval: 

Date: 1-14-21

City Administrator Signature for Approval: _____

Date: _____

City of Wimberley

REQUEST TO PURCHASE FORM

ALL QUOTES AND SUPPORTING DOCUMENTATION SHALL BE ATTACHED TO THIS REQUEST

Submit to the Finance Administration Department for approval.

Level I

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

Level II

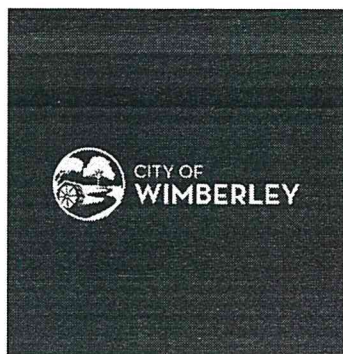
For purchases greater than \$250 and less than \$1000 shall request three quotations. Lowest best quotation will be accepted (any or all quotations may be rejected). City may also base their decision upon past experience, quality and delivery date. **The City will request a vendor W9 from all vendors.**

Level III

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

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

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



AGENDA ITEM:	Office Expansion Project
SUBMITTED BY:	Richard Shaver
DATE SUBMITTED:	01/11/2021
MEETING DATE:	01/19/20

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discuss and consider possible action to approve a bid of \$6,800 from Element 5 Architecture for construction drawings for an expanded Department office at Blue Hole Regional Park. Currently, the only conditioned indoor space for all Parks Department operations is in the 350sq foot ticket office at Blue Hole Regional Park. There are 3 full-time employees, one park intern, and park supervisors that utilize the office at a time on a daily basis. The expansion is set to be attached to the restroom building on a ~500sq foot decomposed gravel pad. The building would include 2 offices, a communal workplace, and a conference room.

The quote of \$6,800 is designated as follows:

Schematic Design (40% of overall): \$2,720

Design Development (10%): \$680

Construction Drawings (40%): \$2,720

Bidding/Negotiation/Permits (5%): \$340

Construction Administration (5%): \$340

The \$6,800 would be covered by the Blue Hole Development Fund and the construction cost, estimated to be \$60-\$80,000, would be taken from the Blue Hole reserves along with potential private partnerships.

REQUESTED ACTION

Motion ☒

Discussion ☒

Ordinance ☐

Resolution ☐

Other ☐

FINANCIAL

Budgeted Item ☒ Original Estimate/Budget: \$

Non-budgeted Item ☐ Current Estimate: \$

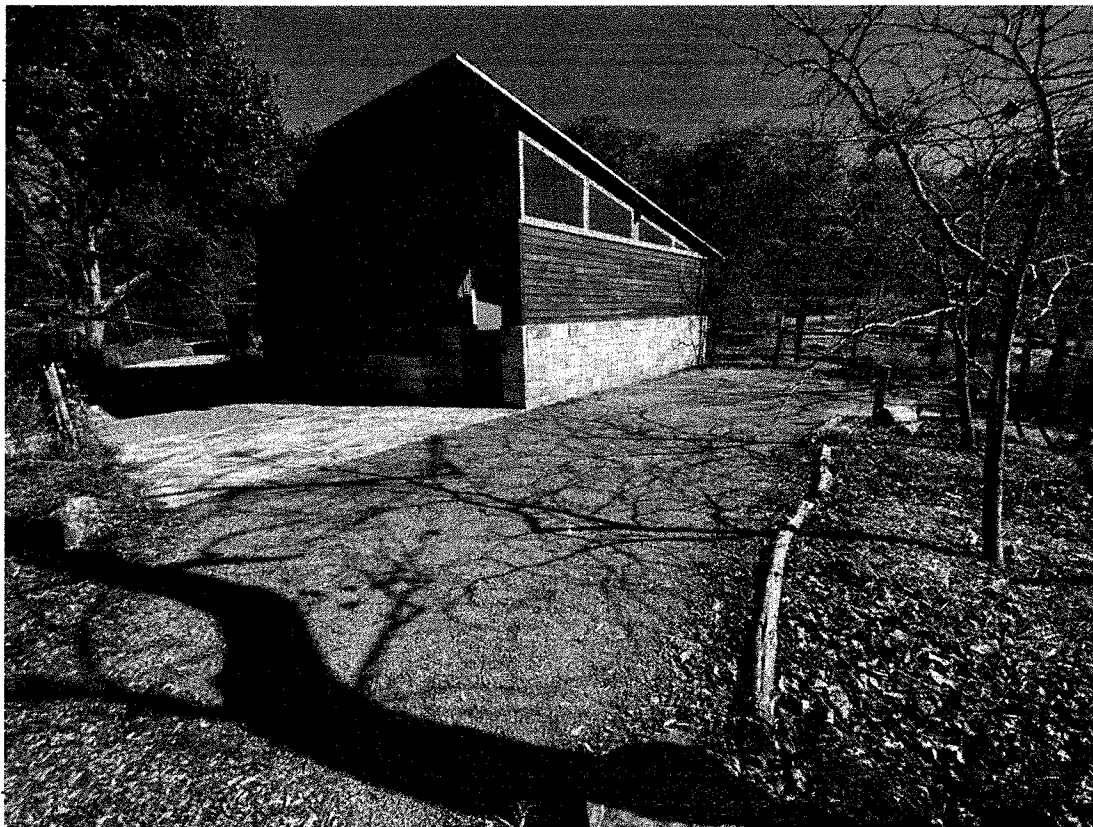
Not Applicable ☐ Amount Under/Over Budget

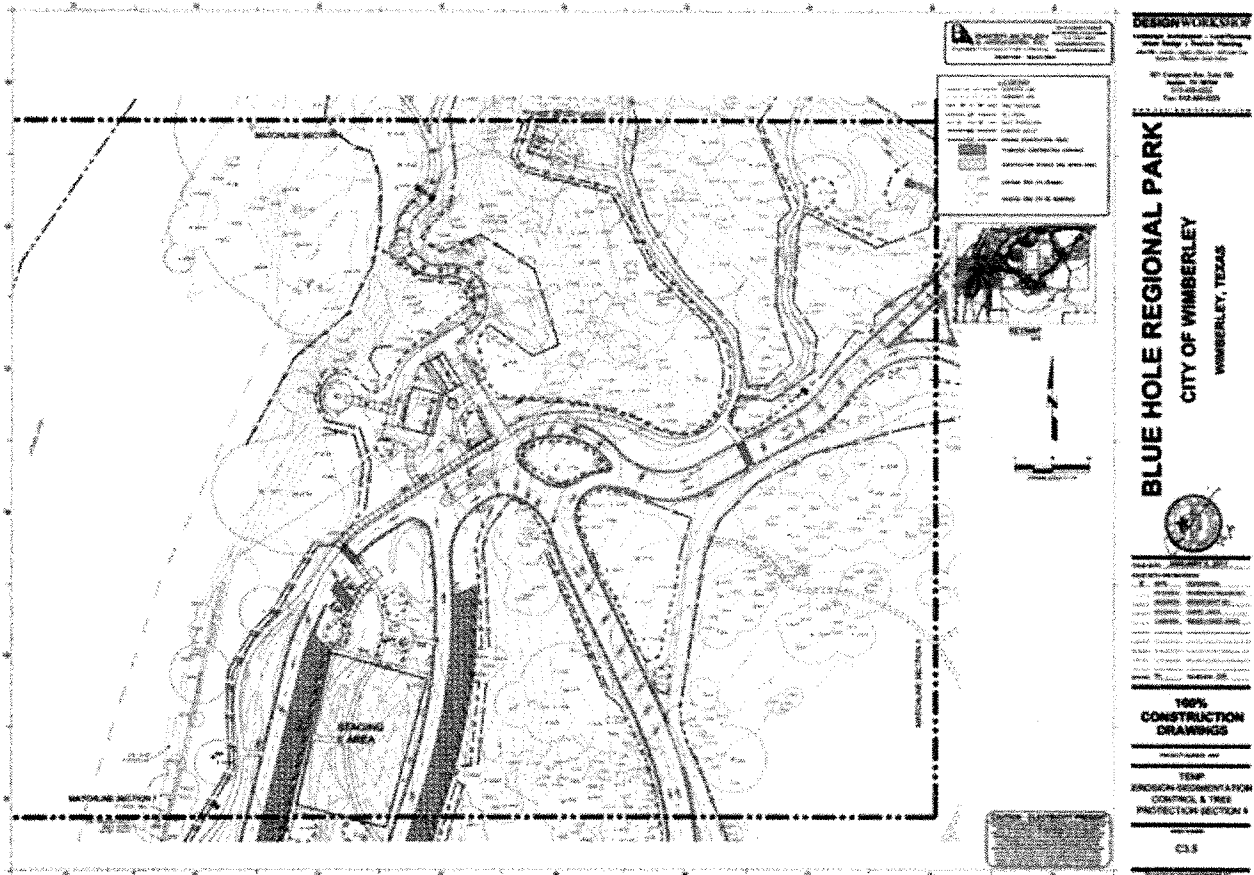
STAFF RECOMMENDATION

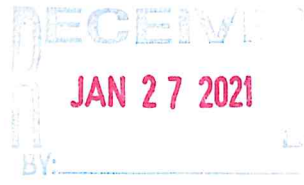
Staff recommends that parks board approve this item.

Suplimental Items/ Attachments:

.Attached is the P.O. for the project with 3 quotes as well as photos for reference.







Richard Shaver
Programs & Operations Manager
Wimberley Parks & Recreation Dept.
100 Blue Hole Lane
Wimberley, TX 78676

January 21, 2021

PROPOSAL

DESIGN SERVICES FOR OFFICE ADDITION
Project: Wimberley Parks and Rec Offices
Location: 100 Blue Hole Lane, Wimberley, TX

Dear Richard,
Thank you for requesting that I draw up a proposal for you. In the following you will find my understanding of the scope of the project and a detailed listing of my services and fees.

A. Scope of Program:

Based on our initial conversations, it is my understanding that you want Element 5 Architecture (E5A) to design an addition to your offices with the following features:

- add approximately 500sf to the side of the current restroom structure;
- the addition will contain three offices (two private and one communal) and a 6-person conference room.

Element 5 Architecture will provide the following drawings for construction:
Site Plan, Demolition Plan, Floor Plan, Roof Plan, Sections/Details, Electrical Plan, Exterior Elevations and Interior Elevations as needed.

B. Scope of Work:

Our design services include code research and complete architectural drawings as required for the permitting and construction of your project. As typical with architects, the work is divided into five phases that are illustrated as follows:

Schematic Design – while working closely with your designs we will analyze potential problems and discern the desired character of the design. We will research applicable codes and render a set of floor plans and elevations that provide you with a reasonable understanding of the appearance, size and character of your project.

Construction Drawings – during this phase the final drawings and specifications are produced.

These drawings will include: a Site Plan and General Notes; Floor Plans; Exterior Elevations; Building Sections; Window and Door Schedules; Interior Elevations; and Electrical Plans.

Bidding/Negotiation/Permits) – We will work closely with the General Contractor during the bidding process and address any questions or concerns that may arise. We will monitor the bids to ensure they are accurate and inclusive of the construction documents.

Construction Administration – We will represent your interests during the construction phase to answer any questions the general contractor may have. Included will be one site visit.

C. Owner's Responsibilities:

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project, and shall establish a budget with reasonable contingencies that meets the project requirements. The owner shall furnish surveying, geotechnical engineering and environmental testing services upon request by the Architect or Engineer.

D. Use of Architect's Drawings:

Documents prepared by the Architect are instruments of service for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall not reuse or permit the reuse of the Architect's documents except by mutual agreement in writing.

E. Termination, Suspension or Abandonment:

In the event of termination, suspension or abandonment of the project, the Architect shall be equitably compensated for services performed. i.e. payment shall be made for the amount of time performed at the rate of \$130/hour for principal and \$95/hour for staff. Failure of the Owner to make payments to the Architect in accordance with this agreement shall be considered substantial non-performance and is sufficient cause for the Architect to either suspend or terminate services. Either the Architect or Owner may terminate this agreement after giving no less than seven days written notice if the other party substantially fails to perform in accordance with the terms of this agreement.

F. Fees:

Architectural fees for this project shall be billed in two phases:

Phase I (\$6800):

Schematic Design:	\$3,400
Construction Drawings:	\$3,400

Phase II (\$3200):

Bidding/Negotiation/Permits:	\$1600
Construction Administration:	\$1600

Additional Services – The following services will be considered additional services for which compensation will be assessed on an hourly fee basis (\$130/hr. for principal and \$90/hr. for staff), but not included in the maximum fee cap. Additional Services may include but are not limited to:

Major changes in scope of program resulting in additional drawings or major revisions to drawings already produced.

This project will require structural engineering services which are contracted separately.

Reimbursable Expenses – Prints will be billed at direct cost to the owner.

Billings – We send out invoices at the end of each month based on the amount of progress made to date. Each bill will have an explanation of services that were rendered during the billing period. Please submit your payment to Element 5 Architecture within 15 days of the receipt of each invoice and feel free to contact me if you have any questions about an invoice.

If this meets your approval please sign both copies as our Letter of Agreement and return one to me with a retainer of \$1,000.00, which I will credit to my final bill.

Offered by:
Element 5 Architecture, PLLC
Nick Mehl, Principal

Date

Accepted by:
Client
Richard Shaver

Date



1/21/21

matt bachardy design

ASSOCIATE MEMBER OF THE AMERICAN INSTITUTE OF ARCHITECTS

Office Address: 120 Joe Wimberley Blvd, Suite 104

Mailing Address: P.O. BOX 2669 Wimberley, Texas 78676

Phone: 512-755-4214

www.mattbachardydesign.com

mb@mattbachardydesign.com

Proposal for Building Design and Planning Services

Issued 10/20/2020

Client Information:

City of Wimberley

Attention: Richard Shaver, Program & Operations Manager, Parks and Recreation Dept.
100 Blue Hole Lane, Wimberley, TX. 78676

Rshaver@cityofwimberley.com

Project Summary

Addition of an approximately 450 square foot air conditioned office space to an existing restroom building at the Blue Hole Park main office complex. The Addition shall match the existing building's structural design, exterior, interior materials and finishes.

Overview

We propose five, sequential design phases: Schematic Design, Design Development, Pricing, Construction Documents, and Construction Administration.

Schematic Design (SD)

During SD, we will create a thorough list of project objectives, measure the affected spaces, draw base plans, develop schematic design options in 2-D and 3-D, and review options with the Owner. The SD phase includes the following steps:

- Programming Meeting: Designer will review a checklist with the Owner to collect complete information regarding desired size, function, and aesthetic of new or renovated spaces.
- Designer will measure existing building and create base drawings in 2-D and 3-D for use during design. Designer will create initial design options and review with Owner remotely or in person.

Design Development (DD)

The next step is to refine and revise. Once the Owner selects a design direction, the Designer adds detail and incorporates requested changes. These are then reviewed remotely or in-person. The DD phase includes the following steps:

- Designer revises drawings based on Owner feedback from SD phase.
- Designer reviews changes with Owner.

Pricing

Once the basic design is developed to the Owner's satisfaction, preliminary pricing may be obtained from professional contractors. During this phase, the Designer produces pricing drawings, assists in contractor selection, distributes drawings, and receives estimates. Pricing drawings include:

- A narrative description of project scope.
- Floor plans and 3-D views that describe extent of demolition and new construction.
- A list of specific products, fixtures, and materials to be included in the estimate as well as quantities of significant materials such as flooring, counter tops, tile, etc.
- Instructions for preparation and itemization of estimates to facilitate comparison

Construction Documents (CD)

Once preliminary pricing is received, the Owner may wish to adjust the project scope to satisfy budget and time constraints. Changes are incorporated and the final design is detailed. The Designer will develop construction documents in accordance with the building codes and zoning ordinances having jurisdiction. The Designer will decide which drawings are necessary for construction. These may include:

- Site plan
- Existing condition plans, elevations, sections, etc.
- Demolition plans
- Floor plans (new construction)
- Ceiling plans (new construction)
- Sections (new construction)
- Interior and exterior elevations (new construction)
- Construction details (new construction)
- Door and window details (new construction)
- Zoning and code information for permitting
- Materials and fixtures lists
- General notes / specifications
- Coordination of required consultants.

Construction Phase

The Designer acts as the Owner's advocate during construction by answering contractor questions, interpreting the construction documents, and assisting with final product, material, and color selections.

Qualifications of the Designer

- Continuous Design and Planning Services performed since 1980.
- Wimberley based since 1994.
- Associate Member of the American Institute of Architects.
- An example of a project of similar scope completed recently in the City of Wimberley for the Wimberley Christian Church may be examined here:

https://www.dropbox.com/sh/f5l5y3zj43y0wom/AACxqJZKvbouQCoUi04040v_a?dl=0

Agreement for Services & Fee Estimate

This is a non-binding proposal and not a contract. This Proposal is valid for 30 days from the date noted above. More information about the design process and responsibilities of the Owner and Designer will be set forth in a formal contract to be signed and dated by the parties before the project commences. Refer to the included Example Agreement form for Term & Conditions.

- Initial payment due at contract signing \$1,500.00
- SD, DD and CD phases are billed at the rate of \$80.00 per hour with an anticipated maximum time estimate of 80 hours.
- Pricing Phase services are billed at the rate of \$80.00 per hour with an anticipated maximum time estimate of 20 hours.
- Construction Phase services are billed at the rate of \$80.00 per hour with an anticipated maximum time estimate of 40 hours.
- If the Designer is required to carry Errors and Omissions insurance coverage for this project, please add 10% to the above hourly rates.
- It is anticipated that a Structural Engineering consultant will be required for foundation and framing design and review during the construction phase. Formal proposals for this service will be requested during the DD Phase.

Thank you for the opportunity to propose services for your project. If you have any questions or comments about this proposal, please contact Matt Bachardy at (512) 755-4214 or mb@mattbachardydesign.com

Respectfully Submitted,



Matt Bachardy, Assoc. AIA

From: Neel Morton neel@oarch.com
Subject: Wimberley Blue Hole proposal
Date: August 23, 2019 at 10:10 AM
To: Kelly Schmidt kschmidt@cityofwimberley.com
Cc: Nathaniel Glaiser nglaiser@cityofwimberley.com, Richard Shaver rshaver@cityofwimberley.com, Shawn Cox Scox@cityofwimberley.com



Good morning Kelly,

Please find attached our outline proposal for the proposed new building at Blue Hole.

If you find our proposal acceptable, we'll provide a more detailed agreement base on this proposal.

Let me know if you have any questions or would like to discuss any aspect of our proposal.

We appreciate this opportunity and look forward to the prospect of working with you and the City of Wimberley.

Best regards,
Neel



Neel Morton, AIA
Office of Architecture

t: 512.847.7600
f: 512.847.7712

WIMBERLEY BLUE HOLE



BASIC SERVICES

Basic Services provided by the Office of Architecture, hereafter referred to as the Architect, included in this proposal shall generally consist of the following:

PHASE 1 – Schematic Design & Cost of Work Estimate

- Prepare preliminary 'Existing Conditions' drawing of site and existing structures based on drawings and information provided by Client
- Site visit to verify/analyze existing conditions
 - Analysis of existing bathroom building
 - Verification of site elements (walkways, landscaping, etc.)
 - Confirm existing rain water tank size and connection
 - Confirm power (existing service size)
 - Coordination with MEP Engineer
- Prepare preliminary drawings to convey proposed schematic design
 - Architectural site plan including new building, walkways, basic landscaping, and existing structures
 - Building floor plan
 - Exterior elevations
 - 3D Photorealistic Renderings
- Present preliminary drawings to Client
- Revise drawings as required based on Client review (2 Revisions included in Basic Services)
- Prepare total 'Cost of Work' analysis based on approved schematic design including the following:
 - Estimated construction costs
 - Materials
 - Labor

- Contractor's Overhead and Profit
 - o Permit and plan review fees
 - o AE design fees
- Review 'Cost of Work' analysis with Client
- Revise schematic design package as required for budgetary needs (1 Revision included in Basic Services)
- Prepare final schematic design package including approved preliminary drawings and 'Cost of Work' analysis for Client's use in presenting to City Council

PHASE 2 – Construction Documents

- Preparation of Construction Documents based on Client and City Council approval of Phase 1
 - o Prepare additional drawings and details required for sufficient permit submittal and construction of the project
 - o Coordination with MEP Engineer for required Mechanical, Electrical, and Plumbing drawings
 - o Selection of finish materials and color selections and review with Client
 - o Review Construction Documents with Client
 - o Revise drawings as required based on Client review (2 Revisions included in Basic Services)
 - o Submit project for permit review and accessibility review (separate submissions)
 - o Address comments from permit and accessibility reviews

ADDITIONAL SERVICES

Services not included in Basic Services to be billed at an hourly rate and only completed as requested by Client:

- Construction Observation

FEE

The total fee for the Architect's Basic Services including MEP Engineer as stated in this Proposal shall be a stipulated sum of ten thousand dollars (\$10,000.00).

13401 Ranch Road 12, Suite 104
Wimberley, TX 78676
512-847-7600

Department Office Expansion Project

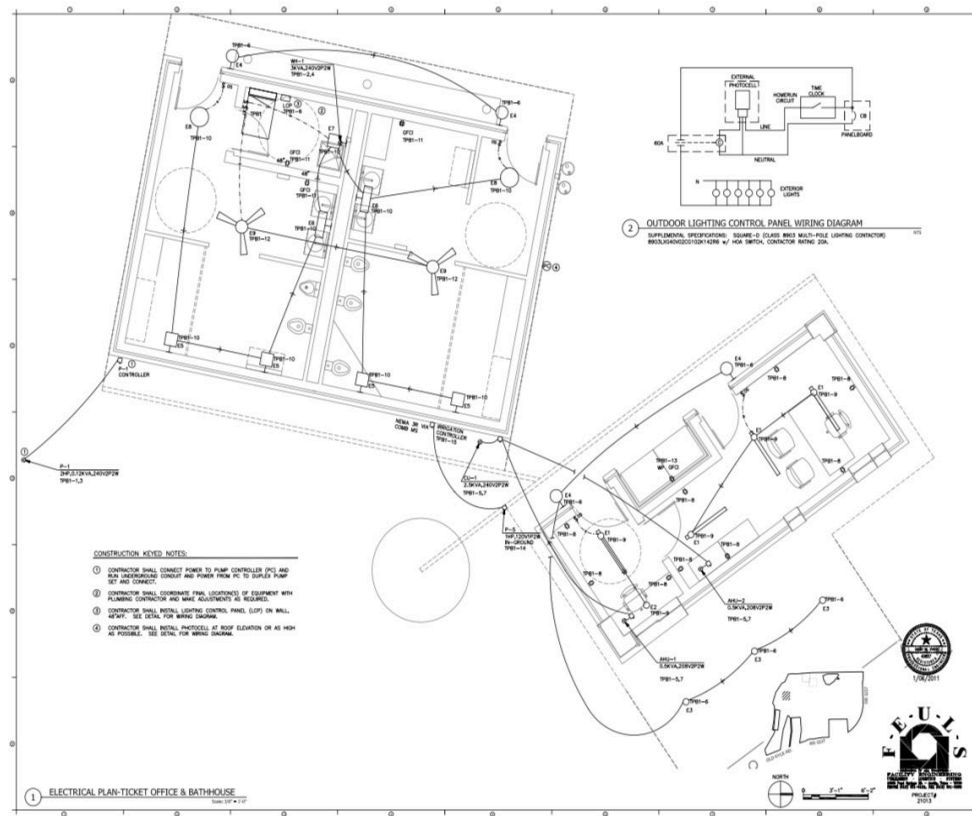
Richard Shaver – Parks Director



Current Office Space



Proposed Expansion



DESIGNWORKSHOP
Landscape Architecture • Land Planning
Urban Design • Traffic Planning
Architectural • Interior Design • Site Data 2-D
Survey • Street Light Design

801 Congress Ave., Suite 200
Austin, TX 78701
512-498-5222
Fax: 512-498-5223

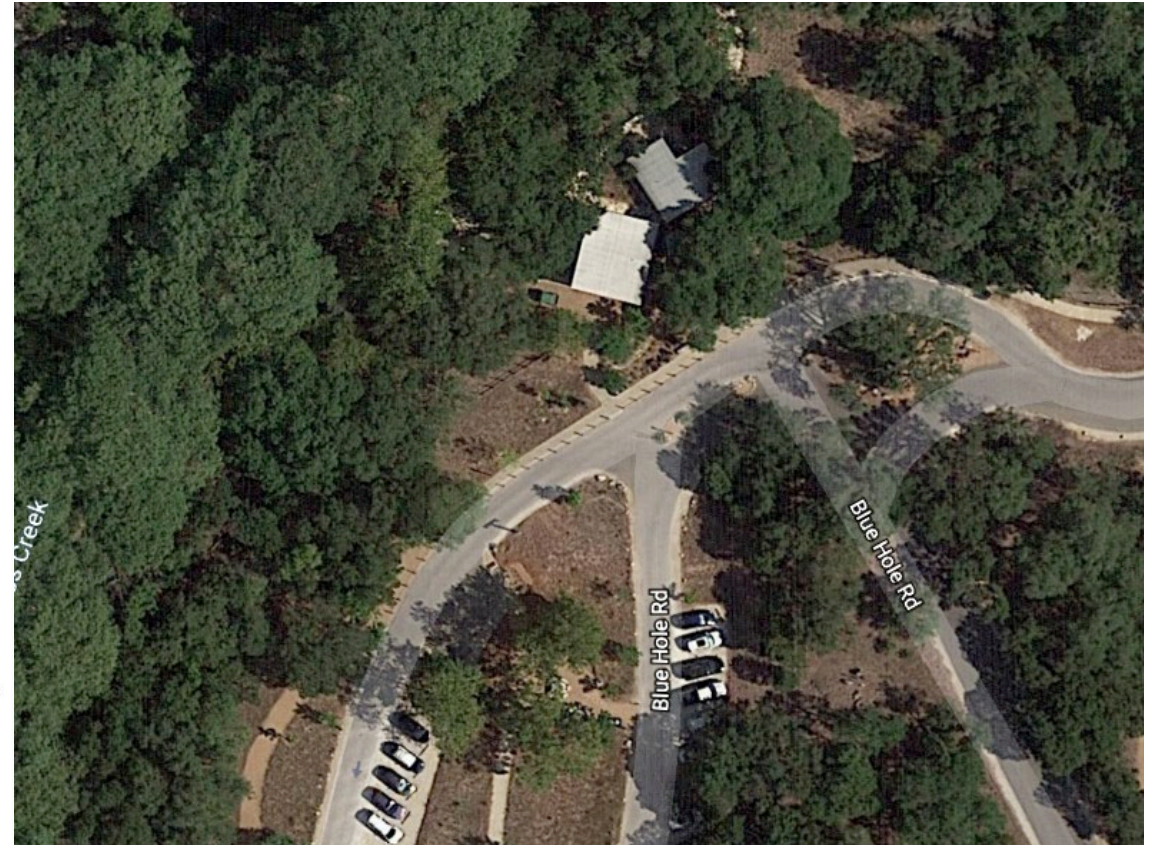
BLUE HOLE REGIONAL PARK
CITY OF WIMBERLEY
WIMBERLEY, TEXAS

NO.	DATE	DESCRIPTION
1	08/08/2011	ISSUED FOR PERMIT
2	08/08/2011	ISSUED FOR PERMIT
3	08/08/2011	ISSUED FOR PERMIT
4	08/08/2011	ISSUED FOR PERMIT
5	08/08/2011	ISSUED FOR PERMIT
6	08/08/2011	ISSUED FOR PERMIT
7	08/08/2011	ISSUED FOR PERMIT
8	08/08/2011	ISSUED FOR PERMIT
9	08/08/2011	ISSUED FOR PERMIT
10	08/08/2011	ISSUED FOR PERMIT

"FOR CONSTRUCTION"

ELECTRICAL PLAN
- TICKET OFFICE & BATHHOUSE

E1.1



Proposed Expansion cont.



Scope of Work

Architectural fees for this project shall be billed in two phases. Each phase will be billed as follows:

- Phase I (\$6,800):
 - Schematic Design: \$3,400
 - Construction Drawings: \$3,400
- Phase II (\$3,200):
 - Bidding/Negotiation/Permits: \$1,600
 - Construction Administration: \$1,600

Scope of Work cont.

Element 5 Architecture will provide the following drawings for construction:

- These drawings will include: a Site Plan and General Notes; Floor Plans; Exterior Elevations; Building Sections; Window and Door Schedules; Interior Elevations; and Electrical Plans.

Additional Services

- The following services will be considered additional services for which compensation will be assessed on an hourly fee basis (\$130/hr. for principal and \$90/hr. for staff), but not included in the maximum fee cap. Additional Services may include but are not limited to:
 - Major changes in scope of program resulting in additional drawings or major revisions to drawings already produced.



AGENDA ITEM:	Contract for construction on Martha Knies Community Park
SUBMITTED BY:	Richard Shaver
DATE SUBMITTED:	02/01/21
MEETING DATE:	02/04/21

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

Discuss and consider possible action on accepting an in-kind donation from Keep Wimberley Beautiful pursuant to Texas Local Government Code Section 332.006 to use in support of public recreation facilities and programs as described and constructed in accordance with their Agreement with Cypress Creek Outdoor Services, LLC, dated January 29, 2021, with final donation acceptance to become effective upon completion of work to the satisfaction of Keep Wimberley Beautiful and City, this action specifically includes authorization for construction on City owned property.

This contract is between "Keep Wimberley Beautiful" and "Cypress Creek Outdoor Services" with the City of Wimberley being a beneficiary of the contract. This was approved by legal counsel and was signed by both parties. The Parks Department is requesting authorization for construction on City property.

REQUESTED ACTION

Motion ☒

Discussion ☒

Ordinance ☐

Resolution ☐

Other ☐

FINANCIAL

Budgeted Item	☐	Original Estimate/Budget:	\$ 50,000
Non-budgeted Item	☒	Current Estimate:	\$
Not Applicable	☐	Amount Under/Over Budget:	\$

STAFF RECOMMENDATION

Staff recommends that council approve this item.

ATTACHMENT/S

Cypress Creek OUTDOOR SERVICES, LLC

Agreement for Installation Services

This Agreement for Installation Services, hereinafter called the Agreement, is by and between **Keep Wimberley Beautiful, Inc. a Texas nonprofit corporation**, herein called the Owner, for the benefit of the City of Wimberley, Texas, hereinafter, the City, and **Cypress Creek Outdoor Services, LLC**, herein called the Landscape Contractor.

Article I: Services and Landscape Contractor Responsibilities

The Owner does hereby employ the Landscape Contractor to provide certain professional services for the landscape development at **Martha Knies Community Park, Old Kyle Road, Wimberley**, such services hereinafter called the Work, described in detail in the drawings, notes, specifications, budget and schedule, and/or otherwise in Exhibit A attached hereto and incorporated herein for all purposes.

Landscape Contractor covenants and agrees that it is an **Independent Contractor** and not an officer, agent, servant or employee of Owner or City; that Landscape Contractor 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 Owner or City and Landscape Contractor, 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 venturers between Owner or City and Landscape Contractor. The Parties hereto understand and agree that the Owner or 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 Landscape Contractor under this Agreement and that the Landscape Contractor has no authority to bind the Owner or City.

Landscape Contractor shall perform, or cause the Work to be performed, and warrants to Owner and the City that:

The Work will conform to federal, state and local codes;

The materials and equipment furnished under this Agreement will be of good quality and new unless otherwise permitted by Owner and the City; and

Workmanship is guaranteed for a period of one (1) year, and materials are guaranteed, if at all, per manufacturer's warranty from the date of completion.

Landscape Contractor shall also pay all sales, consumer, use and similar taxes required by federal, state and local law. The City is a tax-exempt organization and will provide a tax-exempt certificate to the Contractor.

Landscape Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement,

Landscape Contractor shall be responsible for all means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work and will pay for all materials and vendors, pursuant to Landscape Contractor's contracts for materials and services, except those vendors Owner retains separately to 1) install statue, 2) install limestone signage, and 3) install plaques.

Landscape Contractor is required to perform services to the Owner under the standard of care provided for in Texas Local Government Code § 271.904 (d)(1-2).

Landscape Contractor shall take reasonable precautions for the safety of all persons, material and equipment at the site and adjacent property, and all trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement.

Landscape Contractor will meet with Owner's designated representative periodically, not less than once per week, to provide status updates and resolve questions.

Article II: Fees

Owner will pay to Landscape Contractor a Supervision and Administration Fee for the Landscape Project in the amount of 10% of the Budget in Exhibit A.

Article III: Scope of Work

The scope of Work and the cost of each portion are described in detail in Exhibit A.

The scope of Work can be amended only with written Change Orders, signed by both parties. No changes to pricing will be made without advanced written consent of both parties.

Article IV: Invoice Process

Invoices will be presented after the completion of each phase of work as described in Exhibit A, and only if Owner is also, simultaneously provided 1) proof of passing City inspection, if applicable to the phase at issue, and 2) Landscape Contractor's Affidavit of Release of Liens. Landscape Contractor represents and warrants that upon submission of an invoice, all work described in the applicable phase has been completed free and clear of liens, claims, security interests or encumbrances. All compliant invoices are to be paid within ten (10) days of receipt by Owner, except that Owner may retain up to ten percent (10%) of the final invoice for up to thirty (30) days.

Both Parties agree that in no event shall City be held responsible for any payment for services under this Agreement or impose any obligation on the part of the City.

Article V: Termination

If this Agreement is terminated by Owner or the City other than for cause, or the project is postponed or abandoned, other than for a reason described in Article X below, the Landscape Contractor will be compensated for all billable time, materials and expenses reasonably incurred or accrued, and substantiated in writing, prior to written cancellation by Owner or the City.

If this Agreement is terminated, or work is stopped or postponed for more than forty-eight (48) hours by Landscape Contractor for any reason other than Owner's failure to pay an amount then owed to Landscape Contractor, or for a reason described in Article X below, all materials on the site, and all tools and equipment not removed from the site, within twenty-four (24) hours of the earlier of Landscape Contractor ceasing work or providing notice of ceasing work, shall be deemed to be and become the property of Owner.

Article VI: Insurance

The Landscape Contractor shall purchase and maintain such commercial general liability and other insurance as is appropriate for the Work being performed and as will protect the Contractor, Owner, the City, Owner's representatives, City's representatives, their employees, officers, or agents from (i) claims under worker's compensation, disability benefits and other similar employee benefit acts; (ii) claims for damages because of bodily injury, occupational sickness or disease, or death of Landscape Contractor's employees; (iii) claims for damages because of bodily injury, sickness or disease, or death of any person other than the Landscape Contractor's employees; (iv) claims for damages insured by personal injury liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by Landscape Contractor, or by any other person for any other reason; (v) claims for damages, other than to the Work itself, because of physical injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; (vi) claims arising out of operation of Laws and Regulations for damages because of bodily injury or death of any person or for damage to property, (vii) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle, which may arise out of or result from Landscape Contractor's other obligations under this Agreement, whether it is to be performed or furnished by the Landscape Contractor, by any design professional or subcontractor, or by anyone for whose acts any of them may be liable.

The insurance required by this section shall be written for not less than the following limits of liability and coverages provided herein or as required by Law, whichever is greater. The Commercial General Liability Insurance shall include coverage of (i) Premises and operations; (ii) Contractual liability as applicable to and indemnification hold harmless agreements in the Agreement; (iii) Products and Completed Operations,

with completed operations being maintained for a period of one year after final payment; (iv) Broadform Property Damage - including completed operations; (v) Fellow Employee claims under Personal Injury; and (vi) independent contractors. Such insurance shall specifically include coverage for property damage from explosion, collapse and underground operations, including blasting or explosion, collapse of structures or structural injury due to grading of land, excavation, filling, back filling, tunneling, pile driving, caisson work, moving, shoring, underpinning, raising of or demolition of any structure, removal or rebuilding of any structural support of a building or structure, damage to wires, conduits, pipes, mains, sewers, or other similar apparatus encountered below the surface of the ground when such damage is caused by any occurrence arising out of the performance of the Work.

Type of Insurance		Amount of Insurance	Provisions
Commercial (Public) Liability to include coverage for:	General	1,000,000 per occurrence,	Owner and City to be listed as additional insured and provide 30 days' notice of cancellation or material change in coverage
	Premises/Operations	2,000,000 general aggregate	
		Or	Owner and City to be provided a waiver of subrogation
	Products/ Completed Operations	2,000,000 combined single coverage limit	
	Independent Contractors		
	Personal Injury		Owner and City prefer that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
	Contractual Liability		
Business Auto Liability		1,000,000 combined single limit	Owner and City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability		Statutory Limits 1,000,000 each accident	Owner and City to be provided a waiver of subrogation
Professional Liability		1,000,000	

Landscape Contractor shall be responsible for paying all deductible amounts.

Certificates of Insurance shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the City and Owner. Coverages shall be maintained without interruption until two (2) years after the last date of work performed by the Landscape Contractor under this Agreement.

These policies and Certificates shall provide a Waiver of Subrogation to the certificate holder.

Article VII: Indemnification

7.1 Indemnity. LANDSCAPE CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS, THE OWNER AND CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE OWNER AND CITY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, OR LIABILITY FOR DAMAGES CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE LANDSCAPE CONTRACTOR OR THE LANDSCAPE CONTRACTOR'S AGENT, LANDSCAPE CONTRACTOR UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE LANDSCAPE CONTRACTOR EXERCISES CONTROL. SUCH ACTS MAY INCLUDE PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE OWNER AND CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO LANDSCAPE CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF LANDSCAPE CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF LANDSCAPE CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF OWNER AND CITY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. IN NO EVENT SHALL THE INDEMNIFICATION OBLIGATION EXTEND BEYOND THE DATE WITH WHEN THE INSTITUTION OF LEGAL OR EQUITABLE PROCEEDINGS FOR THE PROFESSIONAL NEGLIGENCE WOULD BE BARRED BY ANY APPLICABLE STATUTE OF REPOSE OR STATUTE OF LIMITATIONS.

7.2 The provisions of this INDEMNITY shall specifically extend to City as beneficiary hereunder.

7.3 Duty to Defend – LANDSCAPE CONTRACTOR covenants and agrees to hold a DUTY TO DEFEND the OWNER AND CITY and the elected officials, employees, officers, directors, volunteers and representatives of the OWNER AND CITY, individually and collectively, from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly or partly on the negligence of, fault of, or breach of contract by the OWNER AND CITY, the OWNER AND CITY'S agent, the OWNER AND CITY'S employee or other entity, excluding the LANDSCAPE CONTRACTOR or the LANDSCAPE CONTRACTOR'S agent, employee or sub-consultant, over which the OWNER AND CITY exercises control. LANDSCAPE CONTRACTOR is required under this provision and fully satisfies this provision by naming the OWNER AND CITY and those representatives listed above as additional insured under the LANDSCAPE

CONTRACTOR'S general liability insurance policy and providing any defense provided by the policy upon demand by OWNER AND CITY.

7.4 Employee Litigation – In any and all claims against any Party indemnified hereunder by any employee of Landscape Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Landscape Contractor or any subcontractor under worker's compensation or other employee benefit acts.

Article VIII: Changes in the Work or Other Delay

If conditions at the site are encountered which are subsurface, concealed or unknown physical conditions of an unusual nature which differ materially from those ordinarily found or expected to exist, the budget in Exhibit A shall be equitably adjusted by a Change Order.

If the Landscape Contractor is delayed at any time in the progress of the Work by an act or neglect of the City or Owner, or by changes ordered in the Work, or by adverse weather conditions not reasonably anticipated, or by other causes which the City, Owner and Contractor agree may justify delay, then the schedule in Exhibit A shall be reasonably extended by a Change Order.

Article IX: Correction of Work

The Contractor shall promptly correct Work rejected by Owner or the City, or that the Landscape Contractor knows or should know to be defective or failing to conform to the requirements of the Agreement, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The Landscape Contractor shall bear costs of correcting such rejected Work, including additional tests and inspections if necessary.

Article X: Force Majeure

Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, for the duration of said cause, to the extent beyond its reasonable control: acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, failure of public communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.

For the avoidance of doubt, neither party is excused from performance due to or based on a) a party's financial distress or the inability to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

Article XI: Choice of Law and Venue.

principles of conflict of laws. Any action brought by any party hereto shall be brought within the State of Texas, County of Hays.

Article XII: Entire Agreement

This Agreement, including Exhibit A, represents the entire agreement between Owner and the Landscape Contractor for the benefit of the City, and supersedes prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument and signed by all parties.

Article XIII: Effective Date

This Agreement is effective January 31, 2021, notwithstanding the date on which this Agreement has been executed by the respective parties or their representatives.

Cypress Creek Outdoor Services, LLC

By: 
[signature]

Name: Dan Sauerwein
[printed]

Title: Senior Designer

Address: 107 Lighted Way
Wimberley, Texas 78676

Phone: (512) 925-5388

Email: dan.cypresscreek@gmail.com

Date: January 31, 2021

Keep Wimberley Beautiful, for the benefit of the City of Wimberley

By: Lin Weber
[signature]

Name: Lin Weber
[printed]

Title: Vice President

Address: Keep Wimberley Beautiful
P.O. Box 2253
Wimberley TX 78676

Phone: 512 497 2087

Email: LW78676@gmail.com

Date: 1/30/21



Central Wimberley Wastewater Project - Status Update

January 28, 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 February. We are still waiting on approval of Change Order #6 from TWDB before Capital Excavation can begin.

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. Our latest correspondence says we should hear something within two weeks.

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	February 2021	March 2021
- Force Main (RR12-Directional Drill)	February 2021	Anticipated March 2021
- Tie in to HEB Lift Station	February 2021	April 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





AGENDA ITEM:	Ordinance No. 2021-03
SUBMITTED BY:	Paul Parker, Interim City Administrator
DATE SUBMITTED:	1/29/2021
MEETING DATE:	2/4/2021

AGENDA FORM

ITEM DESCRIPTION/SUMMARY

As the Council is aware, the Central Wimberley Wastewater Project is scheduled to be completed in the Spring. Therefore, it is necessary for the Council to adopt rates for sewer services. As you are aware the City must repay Texas Water Development Board for the original loan in the amount of \$238,920 annually. Also, the City has entered into a contract with Aqua Texas for the treatment of the sewer in the amount of \$4,398.43 monthly or \$52,781.16 annually. The combined annual funds required for debt payment and sewer treatment is \$291,701.16. In addition to these set cost, the City must generate additional funds for maintenance, electricity, billing and other operational cost, as well as accumulating a capital reserve for future maintenance projects.

These proposed rates based on 2019 water consumption would generate approximately \$350,000 annually. Also, there is no longer a capital recovery fee in the proposed rate structure.

These rates are the same rates that the Council has previously studied and recommended.

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

Staff recommends the Council approve establishing a rate schedule for the Central Wimberley Wastewater System.

ATTACHMENT/S

Ordinance No. 2021-03

ORDINANCE NO. 2021-03

AN ORDINANCE OF THE CITY OF WIMBERLEY, TEXAS REPEALING AND REPLACING PORTIONS OF CHAPTER 12 (UTILITIES), ARTICLE 12.02 WATER AND SEWERS, DIVISION 2. "RATES AND CHARGES", SEC. 12.02.034 "RATES AND CHARGES ESTABLISHED" OF THE CITY OF WIMBERLEY CODE OF ORDINANCES; ESTABLISHING A RATE SCHEDULE; PROVIDING FOR: FINDINGS OF FACT; RELATION TO OTHER ORDINANCES; CONFLICTS; EFFECTIVE DATE; SEVERABILITY; PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Wimberley ("City Council") seeks to promote the health, safety and general welfare of the citizens of the City of Wimberley ("City"); and

WHEREAS, the City Council seeks to ensure that sewer utility service is adequate and efficient for the citizens of the City; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City Council is authorized to adopt an ordinance that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Texas Local Government Code Section 51.012, the City Council is authorized to adopt an ordinance, not inconsistent with state law, that the Council considers proper for the government, interest, welfare or good order of the City; and

WHEREAS, pursuant to Texas Local Government Code Section 402.001, the City is authorized to purchase, construct and operate utility systems, including sewer systems; and

WHEREAS, the City owns and operates the Central Wimberley Wastewater System; and

WHEREAS, pursuant to Chapter 13, Texas Water Code and the City Sewer Certificate of Convenience and Necessity Number 20936, the City has the authority and responsibility to provide wastewater services to its customers; and

WHEREAS, the City Administrator has recommended the City Council adopt the following rates to cover the anticipated or projected debt service and operation and maintenance costs of the sewer system.

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

SECTION 1. FINDINGS OF FACT

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

SECTION 2. The City of Wimberley Code of Ordinances, Chapter 12 (Utilities), Article 12.02 Water and Sewers, Division 2. "Rates and Charges", Sec. 12.02.034 "Rates and charges established" is hereby amended as follows (with ~~striketrough~~ denoting deletion to current language and underline denoting additions to current language) and Ordinance No. 2017-

017 addressing Wastewater rates as passed by this City Council on August 3, 2017, but not officially codified some of which was previously repealed, is now officially repealed in its entirety and replaced with the following:

“Sec. 12.02.034 Rates and charges established

(a) ~~Domestic wastewater rates.~~ The rates are as adopted by the city from time to time and maintained on file.

(b) ~~Restaurant wastewater rate.~~ The rates are as adopted by the city from time to time and maintained on file.

(a) The Monthly Base Residential Wastewater Charge shall be \$50.00 for a ¾ inch meter size and \$67.00 for a ¾ inch multi-meter.

(b) The Monthly Base Commercial Wastewater Charge shall be based on the following:

<u>¾ inch meter</u>	<u>\$67.00</u>
<u>¾ inch multi-meter</u>	<u>\$100.50</u>
<u>1-inch meter</u>	<u>\$167.50</u>
<u>1.5-inch meter</u>	<u>\$335.00</u>
<u>2-inch meter</u>	<u>\$536.00</u>
<u>3-inch meter</u>	<u>\$1,005.00</u>
<u>4-inch meter</u>	<u>\$1,675.00</u>

(c) Monthly Volumetric Charge

Category	Volume (per gallon)	Residential Rates (per thousand)	Commercial Rates (per thousand)
<u>1</u>	<u>0-2,000</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>2</u>	<u>2,001-4,000</u>	<u>\$3.60</u>	<u>\$8.25</u>
<u>3</u>	<u>4,001-6,000</u>	<u>\$4.32</u>	<u>\$10.25</u>
<u>4</u>	<u>6,001-8,000</u>	<u>\$5.18</u>	<u>\$13.50</u>
<u>5</u>	<u>8,001-10,000</u>	<u>\$6.22</u>	<u>\$16.88</u>
<u>6</u>	<u>10,001-15,000</u>	<u>\$7.46</u>	<u>\$21.94</u>
<u>7</u>	<u>15,001-20,000</u>	<u>\$8.96</u>	<u>\$28.52</u>
<u>8</u>	<u>20,001 +</u>	<u>\$10.75</u>	<u>\$37.07</u>

(d) Both a base charge and volumetric charge shall be charged monthly, with the exception of those properties that are not connected to a public water supply system, in which case such customers shall solely be charged the Monthly Base charge and not the Monthly Volumetric Charge.”

SECTION 3. All remaining portions of Chapter 12, including, but not limited to, Section 12.02.034, including subsection (c) Miscellaneous fees, shall remain in full force and effect and be renumbered as necessary.

SECTION 4. CONFLICTS

All ordinances and codes, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters resolved herein.

SECTION 5. EFFECTIVE DATE

This Ordinance shall take effect immediately upon its passage, publication and other authorizations as may be required by law.

SECTION 6. SEVERABILITY

Should any sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be adjusted or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance in whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional.

SECTION 7. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Article 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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED First Reading this ____ day of ____, 2021, by a vote of (Ayes) to (Nays) (Abstain) vote of the City Council of the City of Wimberley, Texas.

PASSED AND APPROVED Second Reading this ____ day of ____, 2021, by a vote of (Ayes) to (Nays) (Abstain) vote of the City Council of the City of Wimberley, Texas.

Gina V. Fulkerson, Mayor

ATTEST:

Laura J. Calcote, City Secretary

APPROVED AS TO FORM:

City Attorney

